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# ಆಂధ್ರ್ರವರೆ§ आन्ध्र प्रदेश ANDHRA PRADESH

R 147566

Date: 31-03-2009 Serial No: 7,730 Denomination: 100

Purchased By:

G. VENKATESH

E/O G.A. RAO

SECBAD

For Whom:

ALPINE ESTATES

SECBAD

Purchased By:

G. VENKATESH

G.

# AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 20<sup>th</sup> day of April 2009 at SRO, Kapra, Ranga Reddy District by and between:

M/s. ALPINE ESTATES, a registered partnership firm having its office at 5-4-187/3&4, II floor, Soham Mansion, M.G. Road, Secunderabad - 500 003, represented by its Partners/duly authorized representatives Mr. Rahul B. Mehta, S/o. Late Mr. Bharat U. Mehta, aged about 29 years, Occupation: Business and Mr. Yerram Vijay Kumar, S/o. Sri Yerram Shankaraiah, aged about 45 years, Occupation: Business, hereinafter called the "Builder" (Which expression where the context so permits shall mean and include its successors in interest, nominees, assignees, etc).

### AND

Mr. RAJESH PUNJABI, SON OF Mr. HIRALAL, aged about 39 years and Mrs. SUNAINA PUNJABI, WIFE OF Mr. RAJESH PUNJABI, aged about 35 years residing at both are Fullerton Financial, P. O. Box No. 73186, Dubai, UAE, hereinafter freferred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For Alpine Kstates

For Alpine Estates

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#### WHEREAS:

- A. The Buyer under a Sale Deed dated 20.04.2009 has purchased a semi-finished, deluxe apartment bearing flat no. 213, on the second floor in block no. 'A' admeasuring 1475sft. (i.e., 1180 sft. of built-up area & 295 sft. of common area) of super built up area in residential apartments styled as 'Mayflower Heights' forming part of Sy. Nos. 1/1, 191 & 2/1/1, bearing premises no. 3-3-27/1, situated at Mallapur Village, Uppal Mandal, R.R. District together with:
  - a. Proportionate undivided share of land to the extent of 73.75 sq. yds.
  - b. A reserved parking for One Car bearing no. A-35, admeasuring 100 sft.

This Sale Deed is registered as document no. 78-9, 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. 213 on the second floor in block no. 'A' 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. 213 on the second floor in block no. 'A', admeasuring 1475 sft. of super built up area (i.e., 1180 sft. of built-up area & 295 sft. of common area) and undivided share of land to the extent of 73.75 sq. yds. A reserved parking space for one car on the stilt floor bearing no. A-35, admeasuring about 100 sft. respectively as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 27,50,000/- (Rupees Twenty Seven Lakhs Fifty Thousand only).
- 2. That the Buyer has paid an amount of Rs. 14,25,000/- (Rupees Fourteen Lakhs Twenty Five Thousand Only) to the Vendor, the receipt of which is admitted and acknowledged by the Vendor.
- 3. The Buyer shall pay to the Builder the balance said consideration of Rs. 13,25,000/- (Rupees Thirteen Lakhs Twenty Five Thousand only) in the following manner:

Installment	Amount(Rs.)	Due date of payment
I	3,15,000/-	01.04.2009
II	5,05,000/-	01.07.2009
III	5,05,000/-	01.10.2009

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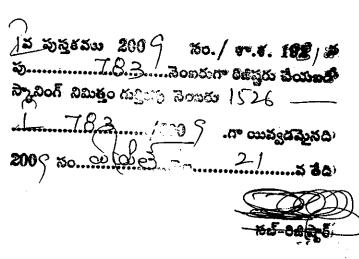
For Alpine Estates

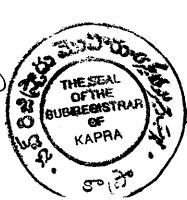
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	Total Rs. 28650
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- 4. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in clause above. The buyer shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Builder 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 1month from the due date.
- 6. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Builder shall under no circumstances be held responsible for non-sanction of the loan to the Buyer for whatsoever reason. The payment of installments to the Builder by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.
- 7. The Buyer has handed over the vacant and peaceful possession of the semi-finished Deluxe apartment bearing flat no. 213 on the second floor in block no. 'A' 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.
- 10. The Builder shall complete the construction of the Apartment and handover possession of the same by 1<sup>st</sup> October 2009 with a 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.

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- 11. The Builder upon completion of construction of the Apartment shall intimate to the Buyer the same at his last known address and the Buyer shall within 15 days of such intimation take possession of the Apartment provided however, that the Buyer shall not be entitled to take possession if he / she has not fulfilled the obligations under this agreement. After such intimation, the Builder shall not be liable or responsible for any loss, theft, breakages, damages, trespass and the like.
- 12. The Buyer upon taking possession of the apartment shall own and possess the same absolutely and shall have no claims against the Builder on any account, including any defect in the construction.
- 13. The Buyer upon receipt of the completion intimation from the Builder as provided above, shall thereafter be liable and responsible to bear and pay all taxes and charges for electricity, water and other services and outgoings payable in respect of the said Apartment.
- 14. The Builder shall deliver the possession of the completed Apartment to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Builder.
- 15. The Buyer shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Builder or to his nominated contractors or their agents, nominees etc. to construct, repair, examine, survey, make such additions, alterations to the structures etc., that may be necessary for execution of the Mayflower Heights project.
- 16. The Buyer agrees that under no circumstances including that of any disputes or misunderstandings, the Buyer shall not seek or cause the stoppage or stay of construction or related activity in the Mayflower Heights project or cause any inconvenience or obstructions whatsoever. However, the claim of the Buyer against the Builder shall be restricted to a monetary claim, which shall not exceed 10% of the consideration as damages in case of any breach or violation of obligations by the Builder. This understanding is specifically reached amongst the parties for the overall interest of the other Buyers in the project and for the smooth uninterrupted execution of the works for the project as a whole.
- 17. It is hereby agreed and understood explicitly between the parties hereto that the Buyer shall be solely responsible for payment of any, VAT, service tax or any other similar levy that may become leviable with respect to the construction of the Apartment under this agreement, or the sale deed.
- 18. Any delay or indulgence on the part of the Builder in enforcing any of the terms of this agreement of forbearance or giving of time to the Buyer shall not be construed as a waiver on the part of the Builder of any breach or non compliance of any of the terms and conditions of this agreement by the Builder nor shall the same prejudice the rights of the first party in any manner.

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- 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. 28,500/- is paid by way of challan no. 367467, dated 21.04.2009, drawn on State Bank of Hyderabad, Kushaiguda Branch, Hyderabad and VAT an amount of Rs.27,500/- paid by the way of pay order No. 148246 dated 20.4.07, HDFC Bank, S. D. Road, Secunderabad.

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## SCHEDULE 'A'

### SCHEDULE OF LAND

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

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

## SCHEDULE 'B'

## SCHEDULE OF APARTMENT

All that portion forming semi-finished deluxe apartment bearing flat no. 213 on the second floor in block no. 'A' admeasuring 1475 sft. of of super built-up area (i.e., 1180 sft. of built-up area & 295 sft. of common area) together with proportionate undivided share of land to the extent of 73.75 sq. yds., reserved parking space for one car bearing no. A-35, admeasuring about 100 sft. in the residential apartment named as Mayflower Heights, forming part of Sy. Nos. 1/1, 191 & 2/1/1, bearing premises no. 3-3-27/1, situated at Old Village Mallapur, Uppal Mandal, R.R. District marked in red in the plan enclosed and bounded as under:

North By	Open to sky & Flat No. 212	- Marin
South By	Flat No. 214 & Open to sky	
East By	Open to sky	
West By	6' wide corridor & Open to sky	

IN WITNESSES WHEREOF this Construction Agreement is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

Vartner

WITNESS:

For Alpine Estates

For Alpine Estates

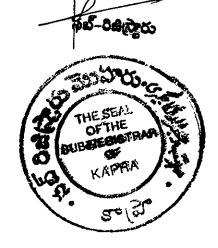
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SCHEDULE OF SPECIFICATION FOR  COMPLETION OF CONSTRUCTION					
Item	Deluxe Apartment Luxury Apartment				
Structure		RCC			
Walls	4"/6"	solid cement blocks			
External painting	Ex	xterior emulsion			
Internal painting	Smoo	oth finish with OBD			
Flooring	Vitrified tiles	Marble slabs			
Door frames	V	Vood (non-teak)			
Doors & hardware	Panel doors with branded hardware				
Electrical	Copper wiring with modular switches				
Windows	Aluminum sliding windows with grills				
Bathroom	Designer ceramic tiles with 7' dado Superior designer ceramic tiles with 7 dado with bathtub in one bathroom.				
Sanitary	Branded sanitary ware Branded sanitary ware with counter to basins.				
C P fittings	Branded CP Fittings Superior Branded CP Fittings				
Kitchen platform	Granite slab, 2 ft ceramic tiles dado, SS sink.				
Plumbing		GI & PVC pipes			
Lofts	Lofts in each bedroom & kitchen				

## Note:

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

IN WITNESSES WHEREOF this Agreement for Construction is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

**WITNESS:** 

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For Alpine Estates

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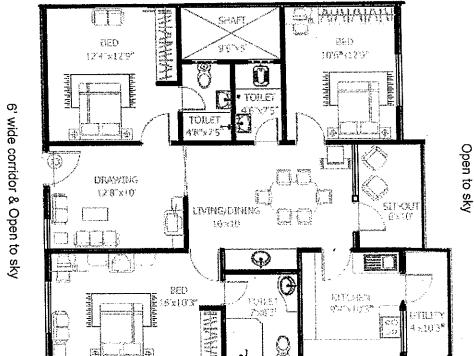
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REGISTRATION PL	AN SHOWING	FLAT NO. 213	IN BLOCK NO. 'A" ON	SECOND FLOO	OR
	BEARING PER	MISES NO. 3-3-2	7/1, IN PROJECT KNO	WN AS " <b>MAYF</b>	LOWER HEIGHTS"
IN SURVEY NOS.	1/1, 2/1/1 & 19	, , , , , , , , , , , , , , , , , , ,			SITUATED AT
	MALLAPUR V	LLAGE,	UPPAL		MANDAL, R.R. DIST.
BUILDER:	M/S. ALPINE E	STATES REPRE	SENTED BY ITS PARTI	NERS	
	1. SRI RAHUL	B. MEHTA, S/O.	LATE MR. BHARAT U. I	VEHTA	
	2. SRI YERRAI	M VIJAY KUMAR	, S/O. SRI YERRAM SH	ANKARAIAH	
BUYER:	1. MR. RAJESH PUNJABI, SON OF MR. HIRALAL				
	2. MRS. SUNA	INA PUNJABI, W	IFE OF MR. RAJESH P	UNJABI	
REFERENCE: 73	SCAI 3.75 SQ. \	_E: /DS. OR	INCL: SQ. MTRS.		EXCL:
Total Built-up Area Out of U/S of Land					N
		Open to sky & F	lat no. 212		<b>♦</b>
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Flat No. 214 & Open to Sky

For Alpine Estates

WITNESSES:

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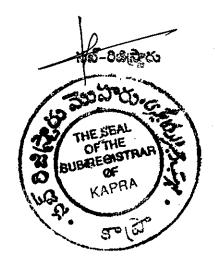
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For Alpine Estates

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

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB)



NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER

#### **VENDOR:**

M/S. ALPINE ESATES
A REGISTERED PARTNERSHIP FIRM
HAVING ITS OFFICE AT 5-4-187/3 & 4
II FLOOR, SOHAM MANSION
M. G. ROAD, SECUNDERABAD – 500 003.
REP. BY ITS PARTNERS

- 1. MR. RAHUL B. MEHTA S/O. LATE MR. BHARAT U. MEHTA R/O. PLOT NO. 2-3-577, UTTAM TOWERS D. V. COLONY, MINISTER ROAD SECUNDERABAD – 500 003.
- 2. MR. YERRAM VIJAY KUMAR S/O. MR. YERRAM SHANKARAIAH R/O. R/O. PLOT NO. 14 & 15 KARTHIK ENCLAVE DIAMOND POINT SECUNDERABAD



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:

1. MRS. SUNAINA PUNJABI W/O. MR. RAJESH PUNJABI R/O. 9-4-84/152, KAKATIYA NAGAR, GOLCONDA, HYDERABAD, ANDHRA PRADESH

#### **BUYER CUM REPRESENTATIVE**

2. MR. RAJESH PUNJABI S/O. MR. HIRAŁAL R/O. 9-4-84/152, KAKATIYA NAGAR, OPP WATER TANK, HYDERABAD, A. P-500008.











SIGNATURE OF WITNESSES:

For Alpine

SIGNATURE OF EXECUTANTS

For Alpine Estates

NO COLOR

Partner

I stand befewith my photograph(s) and finger prints in the form prescribed, through my representative, Mr. Rajesh Punjabi, as I cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Kapra, Ranga Reddy District.

SIGNATURE OF THE REPRESENTATIVE

SIGNATURE(S) OF BUYER(S)

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D.P.L. No.114 BHARAT SCOUTE . A

आयकर विभाग

INCOMÉTAX DEPARTMENT PRABHAKAR REDDY K PADMA REDDY KANDI 15/01/1974 Permanent Account Number AWSPP8104E

110053135705

Glass Of Vehicle

Validity

Non-Transport

**LMV,MCWG** 

16-12-2914

Transport Hazardous Validky Badge No.

Reference No. Original LA

202931983

RTA SECUNDRABAD

17 12 1954

Blood Gr.

BOG

Date of 1st Issue

13.09.1993



HOUSEHOLD\_CARD

Card No F.P Shop No

: PAPI67881501086. -

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్డికాలా, కామాంజ

Name of Head of

Household

: Mehia, Rahul

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: 4700

Fatherf Husband name : Bharai

තුවුනම්**ර/D**ate of Birth ; 04/12/1980

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and In House No.

: 2-3-577,401,UTTAM TOWERS

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Ward.

Ward- 2

Circle

भारत सरकार

GOVT: OF INDIA

ಕಲ್ಲ್ /District

Circle VIII : ತ್ರಾವರ್ಷ ನ / Hyderabed

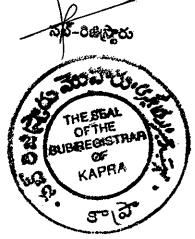
(Rs.) ; 100,000

No. (1):45339/(Double) me (1) : Navratna Enterprises JCC

No. (2) :/

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

C.S.No./Year: 000848/2009 of SRO: 1526(KAPRA)

20/04/2009 17:01:13

SINo.	Thumb Impression	Photo	Name and Address of the Party	Party Signature
		*XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	(CL) RAJESH PUNJABI 73186, DUBAIUAE.	lifue
2	Manual Enclosure	Manual Enclosure	(CL) SUNAINA PUNJABI 73186, DUBAIUAE.	
3		**************************************	(CL) RAJESH PUNJABI (REP TO CLAIMENT NO.2) 73186, DUBAIUAE.	Digradu
4	Manual Enclosure	Manual Enclosure	(EX) M/S ALPINE ESTATES REP BY RAHUL B. MEHTA 5-4-187/3 & 4 IIFLOOR, SOHAM MANSION,M.G.ROAD, SECBAD	
5	Manual Enclosure	Enclosure	(EX) M/S ALPINE ESTATES REP BY YERRAM VIJAY KUMAR 5-4-187/3 & 4 IIFLOOR, SOHAM MANSION,M.G.ROAD, SECBAD	

Witness -Signatures

Vor Operator

Subregistrar Signature

	1వ స్పష్టకము <b>200 మివ సం పు</b> వి.మన్మిపేజులు మొత్తము హ <b>ిగికముల సంఖ్య</b>
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# Photographs and FingerPrints As per Section 32A of Registration Act 1908

C.S.No./Year: 000848/2009 of SRO: 1526(KAPRA)

20/04/2009 17:01:13

SINo.	Thumb Impression	Photo	Name and Address of the Party	Party Signature
6	Philos	PRES (TRO)	(EX) K.PRABHAKAR REDDY (SPA FOR PRESENTING DOCT) 5- 4-187/3 & 4 IIFLOOR, SOHAM MANSION,M.G.ROAD, SECBAD	& Broscoper of

Signature

Witness Your

Subregistrar Signature

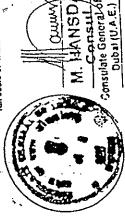
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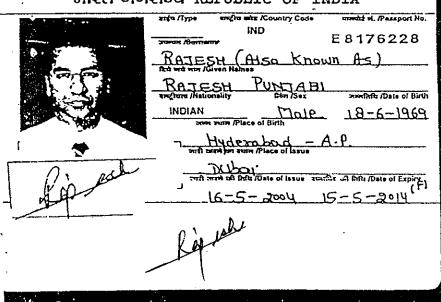
हाने द्यात, भारत एगाज्य के तप्ट्रानी के नाम था, उन भार में निनकत्ता हम बात हो तरोकता हो, यह कर्निया प्रोजा की अपती है कि दे बाहक को दिना ऐक-ट्रीक, अप्यादी हो अपने -प्राने हैं, और उसे हा तरह को ऐसी सहायता और शुरमा इन्तर को विसको एसे आवश्यकता हो।

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# भारत गणराज्य REPUBLIC OF INDIA



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हमते द्वाप, पाता एपराय के एन्द्रपति के मान पर, पन गर ते विभक्त हम मान ते सरिवार है, कर प्रनेगा एने अपेवा दी माती है दिने शाहक के रिजा फिन-टोक, अज़्वादी हो जाने जाने हैं, और एवे हर तरह की देती सरापता और तुरवा इनान करें

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# WITNESSES NO. 1





Name: Ch.Venkata Ramana Reddy

Designation: Customer Relations Executive

Signature:

Valid upto: 30 April 2009

Issuing Authority:

Blood Group : O +ve Address:

5-4-187/3&4, Ilnd Floor, M.G Road, Secunderabad-500003. Ph:040-66335551, 040-27544058

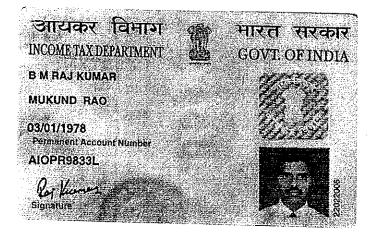
www.modiproperties.com

Resi.Add.: # 11-187/2, Road No.2, Green Hills Colony, Saroor Nagar, Hyderabad. Ph:9393381666, 9246165561

In case of Emergency Call

- 1. Employee must display this card while on duty:
- 2. This card has to be surrendered white leaving the organization
- 3. The loss of the card must be reported to the Admin.Div.Immediately

# WITNESSES NO. 2



इस कार्ड के खो जाने पर 7 खोगा हुआ कार्ड विकारे पर कृपया सुवित को / लॉटार्व के । आपकर पेन रोवा प्रकार, एन एक डी एन तीनरी मंजिल, ट्रेंड बरुई, ए ब्रिंग, कनला मिल्स कामाजंड एस हो, मार्ग, कोअर परेल, मुम्बई 🕳 400 0 13

If this card is lost / someone's lost card is found. please inform / return to : Income Tax PAN Services Unit, NSDL 3rd Floor, Trade World, A Wing Karrala Mills Compound S. B. Marg, Lower Parel, Mumbat, 400 013

Tel: 91-22-2499 4650: Fax: 91-72-2495 0664 email: thulufo@nsdf.co.in

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