1276/09

B-109 1522



### AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 20<sup>th</sup> day of June 2009 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 "Vendor" (Which expression where the context so permits shall mean and include its successors in interest, nominees, assignees, etc).

#### **AND**

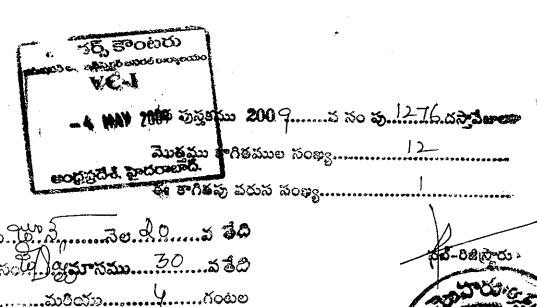
MR. AKULA BHUPENDER, SON OF MR. A. V. K. PANDU RANGA RAO, aged about 4 f years, residing at 12-5-86/2, Vijayapuri Colony, South Lalaguda, Secunderabad - 500 017, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For Alpine Estates

For Alpine Estates

Partner

Page 1



2009 వసం.ఎక్.న్లు....నెల.నీర్లి.....వ తేది 193/.7°.8. స**్క్స్ట్రిష్ట్రాసము....3**0....వతేది ప్రగలు...........మరియా...........గంటల <sub>స్త్రాన్లో ఉద్</sub>ిజిస్టారు <mark>కార్యాలయ</mark>ములో E. Probhalos Nedde ్ష్మై స్ట్రామ్లు **1903 లోని సెక్ష**న్ కేవి.ఎను అంకునినించి సమ**్పించవలసిన ఫోటో** గ్రాహ్నలు నంచలను పేరివుం**డల<b>ి స్థమ్ దా**ల్లలుచేస్  \$1000 por

ద్రాస్ ఇచ్చినత్లు ఒప్పెన్స్టాన్ ఎడ్డక్లు జోటన స్టేలు

Rosergay

K. Prabhakar Reddy, Sio. K. Padma Reddy, Occupation: Service, (O). 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M.G. Road, Secunderabad-03, through attested GPAISPA for presentation of documents, Vide GPA ISPA No. 169 3EV 107 dated 3.08.07 registerer at SRO, 1990 Ranga Reddy District.

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Attula Bhupender 8/0, A.V.K. Pandu Ranga Ro No. 12-5-86/2, Vijenopun colony, Souts lalegada, sec'sad-01).

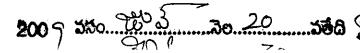
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#### WHEREAS:

- A. The Buyer under a Sale Deed dated 20.06.2009 has purchased a semi-finished, Deluxe apartment bearing flat no. 109, on the first floor in block no. 'B' admeasuring 1175 sft. (i.e., 940 sft. of built-up area & 235 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 58.75sq. yds.
  - b. A reserved parking for one car on stilt floor bearing nos. B-4, admeasuring 100 sft.

This Sale Deed is registered as document no. 1275/09, 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 no. 109 on the first floor in block no. 'B' 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. 109 on the first floor in block no. 'B', admeasuring 1175 sft. of super built up area (i.e., 940 sft. of built-up area & 235 sft. of common area) and undivided share of land to the extent of 58.75 sq. yds. A reserved parking space for one car on the stilt floor bearing no. B-4, admeasuring about 100 sft. respectively as per the plans annexed hereto and the specifications given hereunder for an amount of Rs. 9,10,000/- (Rupees Nine Lakhs Ten Thousand only).
- 2. The Buyer already paid above said amount of Rs. 9,10,000/-(Rupees Nine Lakhs Ten Thousand Only) before entering this agreement which is admitted and acknowledged by the builder.
- 3. 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 Vendor as to completion of the Scheduled Apartment, notwithstanding the installments and due dates mentioned above.

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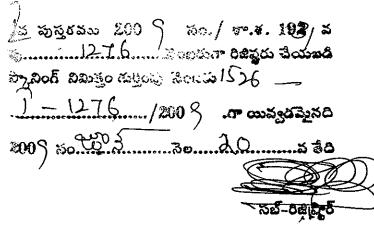
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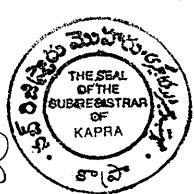
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- 4. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Builder shall under no circumstances 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.
- 5. The Buyer has handed over the vacant and peaceful possession of the semi-finished Deluxe apartment bearing no. 109 on the first floor in block no. 'B' to the Builder for the purposes of completion of construction of the apartment.
- 6. 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.
- 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 Apartment and handover possession of the same by 25th July 2009 with a further grace period of 6 months provided the Buyer fulfils all his obligations under this agreement. However, the Builder shall not be liable and responsible if they are unable to construct and deliver the possession of the said Apartment within the stipulated period if the construction is delayed or stopped by the reason of non-availability of essential inputs like steel, cement etc. or on account of prevention, obstruction, prohibition, ordinance, legislation and/or notification by any governmental / quasi governmental authorities and agencies on account of any other reasons which are beyond the control of the Builder like war, civil commotion etc. The Buyer shall not have any right to claim any interest, loss or damage or shall not insist for the refund of any amount till the work is completed.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.

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- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. Stamp duty and Registration amount of Rs. 10,100/- is paid by way of challan no. 758 695, dated 20.6.09, drawn on State Bank of Hyderabad, Kushaiguda Branch, Hyderabad and VAT an amount of Rs. 9,100/- paid by the way of pay order No. 14939p dated 19.6.09, 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. 109 on the first floor in block no. 'B' admeasuring 1175 sft. of super built-up area (i.e., 940 sft. of built-up area & 235 sft. of common area) together with proportionate undivided share of land to the extent of 58.75 sq. yds., reserved parking space for one car bearing no. B-4, 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. 110	The second secon
South By	Flat no. 108 & Open to sky	
East By	6' wide corridor & Open to sky	
West By	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:

WITNESESS:

For Alpine Estates

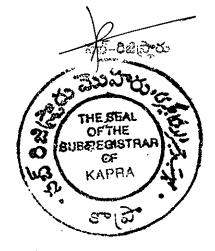
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SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION				
Item	Deluxe Apartment Luxury Apartment			
Structure		RCC		
Walls	4"/6"	solid cement blocks		
External painting	Е	xterior emulsion		
Internal painting	Smoo	oth finish with OBD		
Flooring	Vitrified tiles	Marble slabs		
Door frames	V	Vood (non-teak)		
Doors & hardware	Panel doors with branded hardware			
Electrical	Copper wiring with modular switches			
Windows	Aluminum s	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 top basins.		
C P fittings	Branded CP Fittings	Superior Branded CP Fittings		
Kitchen platform	Granite slab, 2 ft ceramic	Granite slab, 2 ft granite tiles dado, SS		
	tiles dado, SS sink.	sink with drain board.		
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:

WITNESESS:

For Alpine Esta

For Alpine Estates

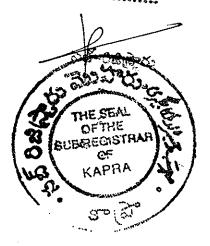
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REGISTRATION PLA	N SHOWING FLAT NO. 109 IN B	LOCK NO. 'B' ON FIRST	FLOOR
	BEARING PERMISES NO. 3-3-27/1,	IN PROJECT KNOWN AS	S "MAYFLOWER HEIGHTS"
IN SURVEY NOS.	1/1, 2/1/1 & 191		SITUATED AT
	MALLAPUR VILLAGE,	UPPAL	MANDAL, R.R. DIST.
BUILDER:	M/S. ALPINE ESTATES, REPRESEN	ITED BY ITS PARTNERS	
	1. SRI RAHUL B. MEHTA, S/O. LATE	MR. BHARAT U. MEHTA	
	2. SRI. YERRAM VIJAY KUMAR S/O	. SRI. Y. SHANKARAIAH	
BUYER:	MR. AKULA BUPENDER, SON OF	MR. A. V. K. PANDU RANG	GA RAO
REFERENCE: 58.75	SCALE: SQ. YDS. OR	INCL: SQ. MTRS.	EXCL:
Total Built-up Area = Out of U/S of Land =	1175 Sft. Ac. 4-11 Gts.		N
	Open to sky & Flat N	o. 110	<b>♦</b>
Open to sky			6' wide corridor & Open to sky
WITNESSES:  1.  2. By Loy Rumo	Flat No. 108 & Open to  For Alpine	77 TPm	Partner SIG. OF THE BUILDER
2. O. Co) cumo		CA	SIGN. OF THE BUYER



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

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FINGER PRINT
IN BLACK
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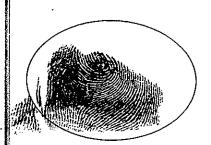
NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER

**BUILDER**:

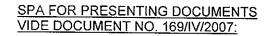
#### M/S. ALPINE ESATES

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

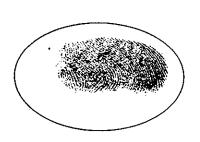
- 1. SRI. RAHUL B. MEHTA S/O. LATE SRI. BHARAT U. MEHTA R/O. PLOT NO. 2-3-577, UTTAM TOWERS D. V. COLONY, MINISTER ROAD SECUNDERABAD – 500 003.
- 2. SRI. YERRAM VIJAY KUMAR S/O. SRI YERRAM SHANKARAIAH R/O. PLOT NO. 14 & 15 KARTHIK ENCLAVE DIAMOND POINT SECUNDERABAD.







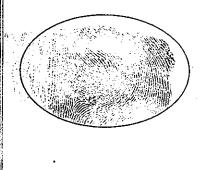
MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4, II FLOOR SOHAM MANSION, M. G. ROAD SECUNDERABAD – 500 003.





#### **BUYER:**

MR. AKULA BUPENDER
S/O MR. A. V. K. PANDU RANGA RAO
R/O. 12-5-86/2
VIJAYAPURI COLONY
SOUTH LALAGUDA
SECUNDERABAD – 500 017.





SIGNATURE OF WITNESSES:

1. B. ROYENNOW

For Alpine Estates

Estates

artner

For Alpine Estates

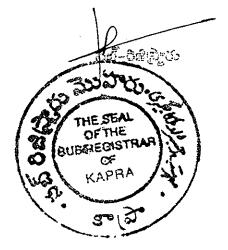
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SIGNATURE OF EXECUTANTS

SIGNATURE OF BUYER(S)

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

C.S.No./Year: 001374/2009 of SRO: 1526(KAPRA)

20/06/2009 15:05:38

SlNo.	Thumb Impression	Photo	Name and Address of the Party	Party Signature	,
1		29.K6:2098.h106.8;KJE26-1-2009-1374)	(CL) AKULA BHUPENDER 12-5-86/2, VIJAYAPURI CLYSOUTH LALAGUDA, SEC	Adduuduu	munimu
2	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		A CONTRACTOR AND A PROPERTY OF THE PROPERTY OF
	Manual Enclosure	Manual Enclosure	(EX) M/S ALPINE ESTATES REP BY YERRAM VIJAY KUMAR 5-4-187/3 & 4 IIFLOOR, SOHAM MANSION,M.G.ROAD, SECBAD		
4		THIS DOC)	(EX) K.PRABHAKAR REDDY (SPA FOR THIS DOC) 5-4-187/3 & 4 IIFLOOR, SOHAM MANSION,M.G.ROAD, SECBAD	(4)000000°	

Witness Signatures Operator Signature Subregistrar Signature

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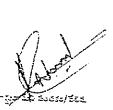
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Family	Members	Details

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5.5%	Name	Relation	Date of Birth	Age
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D.P.L. No.114 BHARAT SCOUTE & AN

आयकर विभाग INCOME TAX DEPARTMENT

PRABHAKAR REDDY K

PADMA REDDY KANDI

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Class Of Vehicle

<u>Validity</u>

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RTA SECUNDRABAD

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13.09.1293



16-12-2014

HOUSEHOLD\_CARD

Card No F.F Shop No

: PAP167881501086

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్డికూరా, రాహులు

Name of Head of

Household

-::::

: Mohia, Rahul

රෙලී/අලු මාරා

: 4723

Father/ Husband name : Bharat

තුළිනම්ධ/Date of Birth : 04/12/1989

≨ಯಸiyAge

: 26

ವೃತ್ತಿ /Occupation

: Own Business

ಇಂಥೆ.ಕೆಂ./House No.

: 2-3-577.405,UTTAM TOWERS : MINISTER ROAD

5a /Street Colony

: 0 V COLONY

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Circle

भारत सरकार

GOVT. OF INDIA

बङ्ग /District

Circle VIII

1 ತ್ರ್ವರ್ಷ್ / Hydembed

(Rs.) 🚦 160,000

No. (1): 45339/(Double)

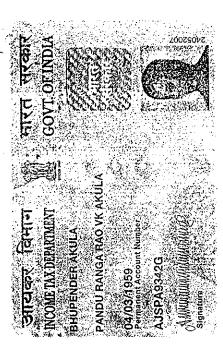
me (I) : Navratna Enterprises IOC

No. (2) : /

τε (2) 📑

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THE SEAL OF THE SUBBLEGISTRAN OF KAPRA



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	EUBER OF KAPRA

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#### WITNESSES NO. 1

**Customer Relations Division** 





Name : Ch.Venkata Ramana Reddy

Casignation : Customer Relations Executive

Signature

Margan-

Valid upto : 30 April 2009

Issuing Authority: 今沙经

Blood Group : O +ve

Address 5-4-187/3&4 find Froot.

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 wrille on duty
- 2. This card has to be surrendered while reaving the organization
- The loss of the card must be reported. to the Admin. Div Immediately

#### WITNESSES NO. 2

आयकर विभाग

INCOME TAX DEPARTMENT

B M RAJ KUMAR

MUKUND RAO

03/01/1978

Permanent Account Number

AIOPR9833L



भारत सरकार GOVT. OF INDIA





इस कार्ड के खो जाने पर : खोया हुआ कार्ड मिलने पर कृपया सूचित करे - लौटायें : आठवार पैन रोज ५काई, एव एक की एस तीलचे मंजिल, हेड कल्ड, ए विंग, कमला मिल्प कम्पाउंड न्स ही मार्ग, जोक्सर क्यल, मुस्बई - 400 013.

If this card is lost someone's lost eard is found, please inform section to .

Income Eax PAN Services Unit, NSDL 3rd Floor, Trade World, A Wing, Kamala Mills Compound, S. B. Marg. Lower Parel, Mumbai - 400 013.

Tel: 91-22-2499 4650, Fax: 91-22-2495 0664, email: tininfo@nsdl.co.in