Doctus 9675 2019



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ONE HUNDRED RUPEES

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S.No. 13885 Date: 27-07-2019

Sold to: RAMESH

S/o. Late NARSING RAO

For: KADAKIA & MODI HOUSING

U 738289

K.SATISH KUMAR

LICENSED STAMP VENDOR

LIC No.16-05-059/2012, R.No.16-05-025/2018

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

West Marredpally, Sec'bad. Mobile: 9849355156

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 21st day of November 2019 at S.R.O, Shamirpet, Medchal-Malkajgiri by and between:

M/s. KADAKIA & MODI HOUSING {Pan No. AAHFK8714A], 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 Partner M/s. Modi Properties Pvt. Ltd. (Formerly known as M/s. Modi Properties & Investments Pvt. Ltd) a company incorporated under the Companies Act, 1956 and having its registered office at 5-4-187/3 & 4, II Floor, Soham Mansion, M. G. Road, Secunderabad represented by its Managing Director, Mr. Soham Modi, S/o. Late Satish Modi, aged about 49 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad hereinafter referred to as the Developer.

AND

Mr. Birendra Kumar Sinha, Son of Mr. Suchit Choudhary, aged about 53 years residing at ARK Homes, H. No. 3-4-30/D-214, Daffodil 214, Bollaram, Secunderabad - 500 010, hereinafter referred to as the 'Purchaser'

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.

For KADAKIA & MODI HOUSING

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Page 1

Presented in the Office of the Sub Registrar, Shamirpet along with the Photographs & Thumb Impression	ons as require
resented in the Onice of the odd register, of De 11625/ poid between the bours of	and
Under Section 32-A of Registration Act, 1908 and fee of Rs. 11625/- paid between the hours of	

on the 21st day of NOV, 2019 by Sri Soham Modi Execution admitted by (Details of all Executants/Claimants under Sec 32A): Thumb Impression Photo Address SI No Code BIRENDRA KUMAR SINHA S/O. SUCHIT CHOUDHARY 3-4-30/D-214, DAFFODIL 2 BOLLARAM,, SECUNDER 1 CL JUL 2019 BIRENDRA KUMAR SINHA [1516-1-2019-9988] K. PRABHAKAR REDDY[R]M/S KADAKIA & MODI HOUSING REP SOHAM MODI . LATE SATISH MODI EX

CS No 9988/2019 & Doct No Sheet 1 of 10 K. PRABHAKAR REDDY [[1516-1-2019-9988]

Identified by Witness: Signature Name & Address Thumb Impression Photo SI No RANJANA SINHA ALWAL, SEC-BAD. Ranjanasinha RANJANA SINHA::21/11/2 [1516-1-2019-9988] D GOSWAMY 2 BOLLARUM, SEC-BAD. D GO5WAMY::21/11 [1516-1-2019-9988]

21st day of November, 2019

Signature of Sub Registra Shamirpet

	E	E-KYC Details as received from UIDAI:	
SI No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX9204 Name: Kandi Prabhakar Reddy	, Amberpet, Hyderabad, Telangana, 500013	
2	Aadhaar No: XXXXXXXX6177 Name: Birendra Kumar Sinha	S/O Suchit Choudhary, Alwal, Hyderabad, Telangana, 500010	風





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 Bloomdale situated at Survey No. 1139, Shamirpet Village, Shamirpet Mandal, Medchal-Malkajgiri District (formerly known as Ranga Reddy District) from the Developer and the details of which are given in Annexure A (hereinafter referred to as the Scheduled Plot).
- 1.2. The Developer has 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.
- 1.3 Accordingly the Purchaser had agreed to enter into this Agreement of Construction.

2. DETAIL OF THE VILLA BEING CONSTRUCTED:

- 2.1. 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 from time to time.
- 2.3. The Developer 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 Developer 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 stamp duty, registration charges and other expenses related to the execution and registration of the sale deed and any other related documents shall be borne by the Purchaser only and such costs do not form part of the agreed consideration mentioned in Annexure A. 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 KADAKIA & MODI HOUSING

Partner

Page 2

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BK-1, CS No 9988/2019 & Doct No

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	11525	0	0	0	11625
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	11625	0	0	0	11625
User Charges	NA	0	100	0	0	0	100
Total	100	0	23250	0	0	0	23350

Rs. 11525/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 11625/- towards Registration Fees on the chargeable value of Rs. 0/- was paid by the party through E-Challan/BC/Pay Order No ,343FW5151119 dated ,15-NOV-19 of ,SBIN/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 23250/-, DATE: 15-NOV-19, BANK NAME: SBIN, BRANCH NAME: , BANK REFERENCE NO: 9914467206212, PAYMENT MODE: CASH-1000200, ATRN: 9914467206212, REMITTER NAME: BIRENDRA KUMAR SINHA, EXECUTANT NAME: KADAKIA AND MODI HOUSING, CLAIMANT NAME: BIRENDRA KUMAR SINHA).

Date:

21st day of November, 2019

Signature of Registering Officer Shamirpet

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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 Scheduled Plot. 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 Developer 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 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 Schedule 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. The Purchaser agrees to limit their claims for delay in completion to the said amount.
- 4.2 The Developer 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, 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 Schedule 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.
- 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.

FOR KADAKIA & MODI HOUSING

Partner

Page 3

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Bk-1, CS No 9988/2019 & Doct No 会会 分子 / 2019. Sheet 3 of 10 Sub Registrate Shamirpet





4.6 The Developer at his 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 Schedule 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 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 Schedule 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, 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.

7. OTHER TERMS:

7.1 In the event of any changes in the terms and conditions contained herein, the same shall be reduced to writing and shall be signed by all the parties.

FOR KADAKIA & MODI HOUSING

Partner

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BK - 1, CS No 9988/2019 & Doct No





ANNEXURE- A

1.	Names of Purc	haser: Mr	8			
2.	Purchaser's pe address:		R/o. ARK Homes, H. No. 3-4-30/D-214, Daffodil 214, Bollaram, Secunderabad - 500 010.			
3.	Sale deed exect favour of Purc	outed by Developer in Do haser SR	Document no. 9674 of 2019, dated 21.11.2019 regd. at SRO, Shamirpet, Medchal-Malkajgiri District.			
4.	Type of villa		- Duplex - Type			
5.	No. of floors		ound Plus First Floor			
6.	No. of bedroor	ns 3 –	- Bedrooms			
7.	Details of Said Villa:					
	a. Villa no.:			· ·		
	b. Plot area:		8 Sq. yds.			
	c. Built-up area:		40 Sft.			
	d. Carpet area		1694 Sft.			
8.	Total consider	ation: Rs.	Rs. 23,25,000/- (Rupees Twenty Three Lakhs Twenty Five Thousand Only)			
9.	Details of adva		iousuitu Omy)			
	Rs.6,94,000/-(Rupees Six Lakhs Ninety Four Thousand Only) already received which is admitted and acknowledged by the Developer.					
10.	Balance Payment terms:					
	Installment	Due date for payment		Amount		
	I	Within 7 days of completic internal plastering	on of brick work &	7,09,000/-		
	II	Within 7 days of completing tiles, doors, windows, first	ng of flooring, bathroom coat of paint, etc.	7,22,000/-		
	III	On completion		2,00,000/-		
11.	Scheduled date		1.12.2019	-,,,		
12.	Description of	the Scheduled Plot:		5 200		

All that piece and parcel of land bearing plot no. 34, admeasuring about 178 sq. yds, along with a villa constructed thereon having built up area 1940 sft, in the housing project named as "Bloomdale" forming a part of Sy. No. 1139 of Shamirpet Village, Shamirpet Mandal, Medchal-Malkajgiri District (formerly known as Ranga Reddy District) and bounded by:

North by: Plot No. 33

South by: Swimming Pool

East by: 30' wide road West by: Plot No. 40

For KADAKIA & MODI HOUSING

Partner

DEVELOPER

PURCHASER

BK-1, CS No 9988/2019 & Doct No

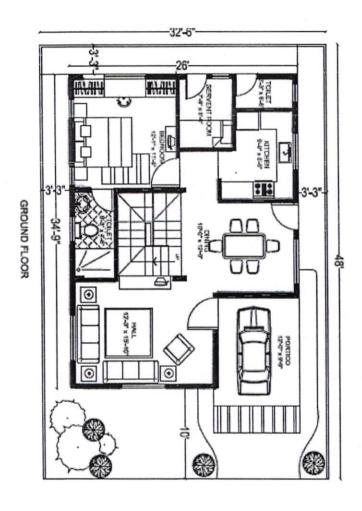


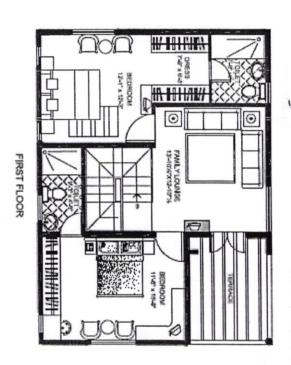


ANNEXURE- B

Plan of the Said Villa:







FOR KADAKIA & MODI HOUSING

Partner

DEVELOPER

PURCHASER





ANNEXURE - C

Specifications of Said Villa:

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

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 KADAKIA & MODI HOUSING

Partner

DEVELOPER

PURCHASER

BK-1, CS No 9988/2019 & Doct No





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. KADAKIA & MODI HOUSING HAVING ITS OFFICE AT 5-4-187/3 & 4, 2ND FLOOR SOHAM MANSION, M. G. ROAD SECUNDERABAD, REP.BY ITS PARTNERS M/S. MODI PROPERTIES PVT LTD.. (FORMERLY KNOWN AS MODI PROPERTIES & INVESTMENTS PVT. LTD, REP.BY ITS MANAGING DIRECTOR SRI SOHAM MODI, S/O. LATE SATISH MODI





GPA FOR PRESENTING DOCUMENTS VIDE GPA NO. 02/BK-IV/2010, Dt: 27.01.2010. AT SRO, SHAMIRPET, MEDCHAL-MALKAJGIRI DISTRICT:

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





PURCHASER

MR. BIRENDRA KUMAR SINHA S/O. MR. SUCHIT CHOUDHARY R/O. ARK HOMES, H. NO. 3-4-30/D-214 DAFFODIL 214 **BOLLARAM** SECUNDERABAD - 500 010

SIGNATURE OF WITNESSES:

1. Ranjana Strba 2. Kronwawo

FOR KADAKIA & MODI HOUSING

Partner

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

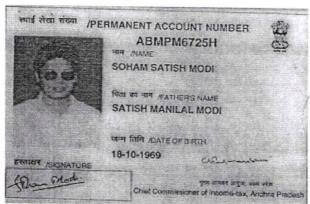
BK-1, CS No 9988/2019 & Doct No 9675 / 2019. Sheet 8 of 10 Sub Registrar Shamirpet





VENDOR CUM DEVELOPER





For KADAKIA & MODI HOUSING
Partner



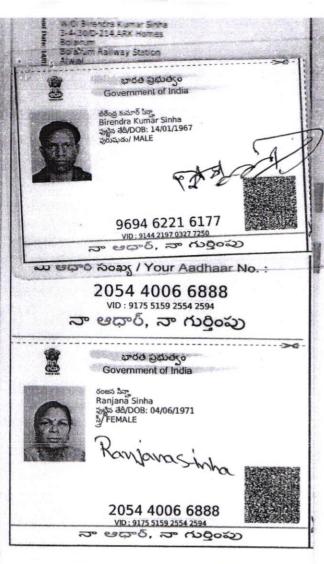
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Government of India

గోస్వామి దశరద్ Goswamy Dashrath పుట్టిన తేదీ / DOB : 17/06/1948 పురుషుడు / Male



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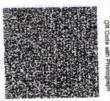
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పరువామా: 5/0 మరిశ్ వాధారి, 3-4-30/డి-214,ఏఆర్కి హోమ్స్, బోలరుం, బోలరుం రియల్వాయ్ స్టేషన్, అల్వార్, హైదరాబాద్, రెలంగాణ - 500010

Address: S/O Suchit Choudhary, 3-4-30/D-214,ARK Homes, Bolarum, Bolarum Railway Station, Alwal, Hyderabad, Telangana - 500010



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VID: 9144 2197 0327 7250

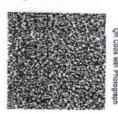
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తరులో పరునామా: W/O బీరేంద్ర కుమార్ సిన్మా, 3-4-30/డి-214,ఏఆర్కే హోమ్స్, బోలరుం, బోలరుల్ రియల్వాయ్ స్టేషన్, అల్వాల్, హైదరాబాద్, తెలంగాణ - 500010

Address: W/O Birendra Kumar Sinha, 3-4-30/D-214,ARK Homes, Bolarum, Bolarum Railway Station, Alwal, Hyderabad, Telangana - 500010



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VID: 9175 5159 2554 2594

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Unique Identification Authority of India

ఆధార్ చిరునామా:

దుకూచూ: దక్రత్ గేస్వామి, క్ష్మబిఒన్-501, ఆర్క్ హామ్స్, బేలీయం, ఆల్వాల్, సెక్మూరాబాద్, తియమలగిరి, బోలారం, హైదరాబాద్, ತಿಲಂಗಾಣ, 500010

C/O, Dashrath Goswamy, Carnation-501, Ark Homes. Bolarum, Alwal, Secunderabad, Tirumalagiri, Bolarum, Hyderabad, Telangana, 500010

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Bk - 1, CS No 9988/2019 & Doct No Sub Registrar—9675 / 2015. Sheet 10 of 10 Sub Registrar—Shamirpet







Registration And Stamps Department

Government of Telangana

Payment Details - Office Copy - Generated on 21/11/2019, 02:05 PM

SRO Name: 1516 Shamirpet

Receipt No: 10256

Receipt Date: 21/11/2019

AGREEMENT

2325000

DD No:

DD Dt:

Bank Branch

E-Challan Bank Name: SB!N

Account Description		Amount Paid By				
		Cash	Challan	DD	E-Challan	
Registration Fee			9		11625	
Defeit Ctomp Duty					11525	
User Charges	KNM.34.CC				100	
Total:					23250	

In Words: RUPEES TWENTY THREE THOUSAND TWO HUNDRED FIFTY ONLY

Prepared By: KCSHEKAR



Government of Telangana Registration And Stamps Department

Payment Details - Citizen Copy - Generated on 21/11/2019, 02:05 PM

SRO Name: 1516 Shamirpet

Receipt No: 10256

Receipt Date: 21/11/2019

Name: SOHAM MODI

Transaction: DEVELOPMENT AGREEMENT OR CONSTRUCTION

Chargeable Value:

Bank Name:

No/Doct No: 9988 / 2019

Challan No:

Challan Dt:

E-Challan No: 343FW5151119

E-Challan Dt: 15-NOV-19