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362221

Purchased By :

T. NARESH

S/Q T.V. RAO

HYD.

For Whom:

PARAMOUNT BUILDERS,

Denomination :

Sub Registrar

Ex.Officio Stamp Vendor G.S.O., C&IG Office, Hyd

This Agreement for Construction is made and executed on this the 11 day of September £008 at Secunderabad by and between:

AGREEMENT FOR CONSTRUCTION

M/S. PARAMOUNT BUILDERS, 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 Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 38 years Occuaption: Bu45siness and its partner Mr. Samit Gangwal S/o. Mr. S. K. Gangwal, aged about 34 year, Occuaption: Business, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

**AND** 

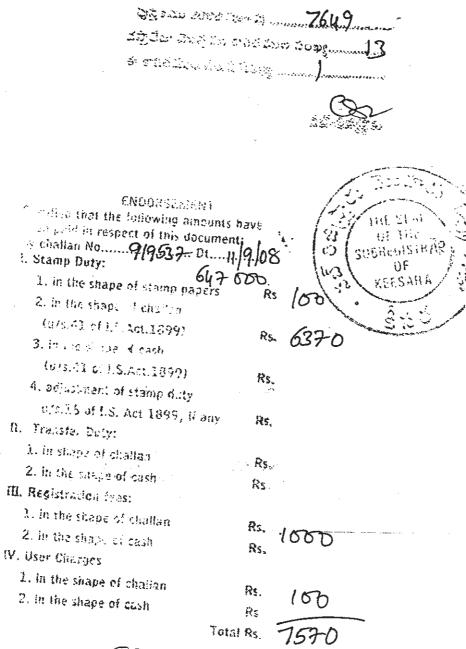
MR. NITIN PANCHANATHAN, SON OF MR. N. V. PANCHANATHAN, aged about 29 years, residing at H. No. 65/A, Surya Enclave, Tirumalgiri, Secunderabad, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal epresentatives, administrators, executors, successor in interest, assignee, etc).

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For Paramount Builders

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SUB REGISTRAR
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#### WHEREAS:

- A. The Buyer under a Sale Deed dated 11.09.2005, has purchased a semi-finished, deluxe apartment bearing no. 309, on the third floor in block no. '3C', admeasuring 530 sft. .(i.e., 424 sft. of built-up area & 106 sft. of common area) of super built up area in residential apartments styled as 'Paramount Residency' together with:
  - a. Proportionate undivided share of land to the extent of 34.76 sq. yds.
  - b. A reserved two wheeler parking space bearing no. 27 admeasuring about 15 sft. This Sale Deed is registered as document no. <u>7648/08</u> in the office of the Sub-Registrar, Keesara, 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. 309 on third floor in Block '3C' 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 no. 309 on the third floor in block no. '3C', admeasuring 530 sft. (i.e., 424 sft. of built-up area & 106 sft. of common area) of super built up area and undivided share of land to the extent of 34.76 sq. yds. A reserved parking space for two-wheeler, bearing no. 27 admeasuring about 15 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 6,47,000/- (Rupees Six Lakhs Forty Seven Thousand Only).
- 2. The Buyer has already paid an amount of Rs. 6,47,000/- (Rupees Six Lakhs Forty Seven Thousand Only) and the builder admitted and acknowledged the receipt for said consideration.
- 3. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 10 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 2 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.

For Paramount Builders

For Paramount Builders

Partner

Page 2

- 4. 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.
- 5. 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.
- 6. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 309 on third floor in Block '3C' to the Builder for the purposes of completion of construction of the apartment.
- 7. 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.
- 8. 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.
- 9. The Builder shall complete the construction of the Apartment and handover possession of the same by 31<sup>st</sup> December 2008 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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An amount 18 63.70 towards stamp duty motorling transfer dut, and Rs. 600.0 towards registration fee on the fisher Value of Rs. 64.7-0156 was haid by me Party through challan Receipt No. 91953.7 tated 1910.8 at SBH Kasagra Br Keesara Sub-Registrar Keesara



- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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 Paramount Residency project.
- 15. 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 Paramount Residency 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.
- 16. 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.
- 17. 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.

For Paramount Builders

Partner

For Paramount Builders

Partner

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- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. Stamp duty and Registration amount of Rs. 747e:/- is paid by way of challan no. 919527, dated 11.09.08, drawn on State Bank of Hyderabad, Keesara Branch, R. R. District and VAT paid an amount of Rs. 6470/- by the way of Payorder No. 143477, dated 10.09.08, drawn on HDFC Bank, S. D. Road Branch, Secunderabad

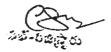
For Paramount Builders

For Paramount Builders

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#### SCHEDULE 'A'

#### SCHEDULE OF LAND

All that the total open land being Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District, admeasuring Ac. 3-04 Gts. and bounded by:

North By	Sy. Nos. 198, 182, 180 & 177	
South By	Sy. Nos. 175, 174 & 167	
East By	Sy. No. 159	!
West By	Sy. No. 198	

### SCHEDULE 'B'

## SCHEDULE OF APARTMENT

All that portion forming semi-finished deluxe apartment no. 309 on the third floor in block no. '3C', admeasuring 530 sft. of super built up area (i.e., 424 sft. of built-up area & 106 sft. of common area) together with proportionate undivided share of land to the extent of 34.76 sq. yds. and a reserved parking space for two wheeler on the stilt floor bearing no. 27, admeasuring about 15 sft., in residential apartment named as Paramount Residency, forming part of Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District, marked in red in the plan enclosed and bounded as under:

North By	Flat No. 308
South By	Open to sky
East By West By	Open to sky
west By	Open to sky & 6' wide corridor

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:

WITNESS:

1.

2.

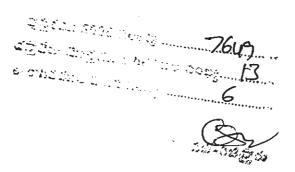
for Paramount Builders

Partner

For Paramount Builders

Partner BUILDER

BUYER





SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION				
Item	Semi-deluxe Apartment	Deluxe Apartment		
Structure	RCC	RCC		
Walls	4"/6" solid cement blocks	4"/6" solid cement blocks		
External painting	Exterior emulsion	Exterior emulsion		
Internal painting	Smooth finish with OBD	Smooth finish with OBD		
Flooring - Drawing & Dining	Ceramic tiles	Marble slabs		
Flooring – Bedrooms	Ceramic tiles	Marble tiles		
Door frames	Wood (non-teak)	Wood (non-teak)		
Doors	Panel main door, others flush doors	All panel doors		
Electrical	Copper wiring with modular switches	Copper wiring with modular switches		
Windows	Powder coated aluminum sliding windows with grills	Powder coated aluminum sliding windows with grills		
Bathroom	Designer ceramic tiles with 7' dado	Designer ceramic tiles with 7' dado		
Sanitary	Raasi or similar make	Raasi or similar make		
C P fittings	Standard fittings	Branded CP Fittings		
Kitchen platform	Granite tiles, 2 ft ceramic tiles dado, SS sink.	Granite slab, 2 ft ceramic files dado, SS sink.		
Plumbing	GI & PVC pipes	GI & PVC pipes		
Lofts	Lofts in each bedroom & kitchen	Lofts in each bedroom & kitchen		

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:

Partner

For Paramount Builders

WITNESS:

1. Was

2.

For Paramount Builders

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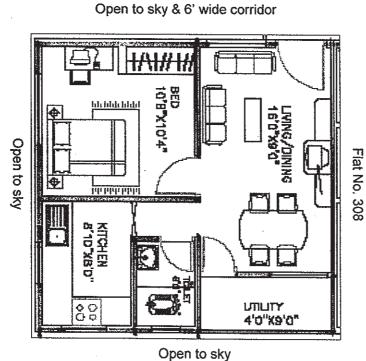
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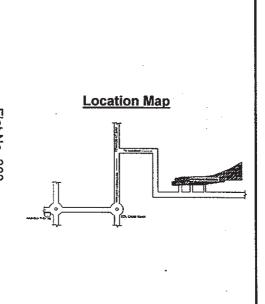




REGISTRATION PLAN SHOWING		IG FLAT NO. 30	9 IN BLOCK NO. '3C'	,	V.
2		ON THE TH	RD FLOOR IN PARA	MOUNT RESIDEN	ICY
IN SURVEY NO	<b>\$.</b> 176 (PART)				SITUATED AT
	NAGARAM	VILLAGE,	KEESARA		MANDAL, R.R. DIST.
BUILDER:	M/S. PARAM	OUNT BUILDERS	REPRESENTED BY	ITS PARTNERS	
	MR. SOHAN	MR. SOHAM MODI, SON OF MR. SATISH MODI			
	MR. SAMIT GANGWAL, SON OF MR. S. K. GANGWAL				
BUYER: MR. NITIN PANCHANATHAN, SON OF MR. N. V. PANCHANATHAN					
REFERENCE: AREA:	_	CALE: . YDS. OR	INCL: SQ. MTRS.		EXCL:

Total Built-up Area = 530 sft.
Out of U/S of Land = Ac. 3-04 Gts.





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For Paramount Builders
Partner

For Paramount Builders

Partner

SIG. OF THE BUILDER

SIG. OF THE BUYER

#### **WITNESSES:**

1.



2.







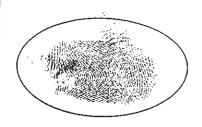
# PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

SL.NO.

FINGER PRINT
IN BLACK
(LEFT THUMB)

PASSPORT SIZE PHOTOGRAPH

NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER





**BUILDER**:

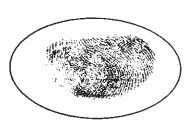
M/S. PARAMOUNT BUILDERS HAVING ITS OFFICE AT 5-4-187/3&4 II FLOOR, M. G. ROAD SECUNDERABAD - 500 003. REP. BY ITS PARTNERS

1. MR. SOHAM MODI S/O. MR. SATISH MODI





2. MR. SAMIT GANGWAL S/O. MR. S. K. GANGWAL R/O. PLOT NO. 1211, ROAD NO. 60 JUBILEE HILLS HYDERABAD – 500 034.





SPA FOR PRESENTING DOCUMENTS
VIDE DOC. NO. 1/BKIV/2007 Dt: 11/01/2007:

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. NITIN PANCHANATHAN S/O. MR. N. V. PANCHANATHAN R/O. H. NO. 65/A SURYA ENCLAVE TIRUMALGIRI SECUNDERABAD.

SIGNATURE OF WITNESSES:

1.

dos of

Builder

Partner

For Paramount Builders

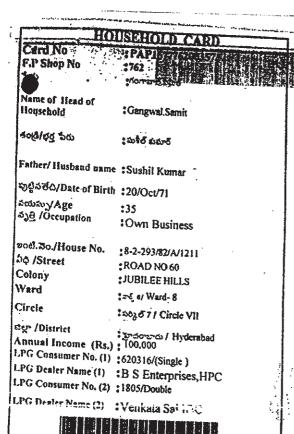
Partner

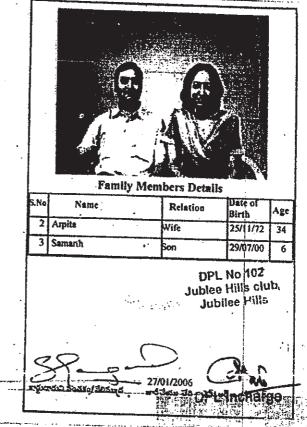
SIGNATURE OF EXECUTANTS

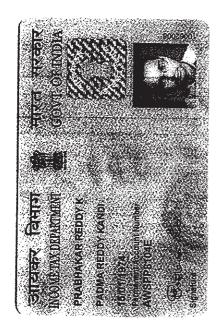
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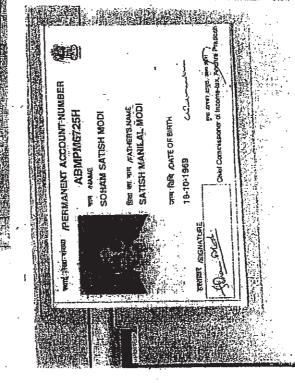












For Paramount Buildens
Partner

For Purumount Builders

Partner

ప్రస్తికము 2008 సంజర్థు — 7649 — చేస్తేవేజు మొత్తము రాగిత్సుల సంఖ్య 13 — ఈ కాగుక మొల వేతున సంఖ్య — 10





#### WITNESSES NO. 1

#### Customer Relations Division





Name : Ch. Venkata Ramana Reddy

Designation: Customer Relations Executive

Signature : Jame-

Valid upto: 30 April 2009

Issuing Authority:

Blood Group : O +ve

Address:

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

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 while leaving the organization
- The loss of the card must be reported to the Admin.Div.Immediately

## WITNESSES NO. 2



इस कोर्ड के खोने / पाने पर कृपया सुचित करें / कॉटाएं : आयकर पैन सेवा इकाई, एन एस डी एल पहली मंजिल. टाईम्स टॉवर, कमला मिल्स कम्पाउंड, एस. बी. मार्ग. लोअर परेल, मुम्बई - 400 013.

If this card is lost / someone's lost card is found, please inform freturn to Income Tax PAN Services Unit, NSDL

Ist Floor, Times Tower,
Kamala Mills Compound,
S. B. Marg, Lower Parel, Mumbai - 400 013.

Tel: 91-27-2499 4650 Fox: 91-22-2495 0664, e-mail: @info@nedico.in

165-08-3 X



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भारत गणराज्य REPUBLIC NITIN PANCHARATHAN Red and appr / Given Names INDIAN Actionality Status /Surname 31/03/2005 HYDERABAD BANGALORE war Place of Birth and it wild Country Code With /Sex Ç 30/(3/2015 INDIA F3038853 8/02/1979 di reiz si. /Passport No.



इसके द्वारा, मारत गणराज्य के संस्ट्रपति के नाम पर, उन सब से जिनका इस बात से सरोकार हो, यह प्रार्थना एवं अवेका की जाती है कि वे वाहक को बिना सेक-टोक, आजादी से आने-जाने दें, और एस हर तरह की ऐसी शहायता और सुरक्षा प्रदान करें जिसकी उसे जादश्यकता हो ।

THERE ARE TO REQUEST AND REQUIRE IN THE NAME OF THE PRESIDENT OF THE REPUBLIC OF INDIA ALL THOSE WHOM IT MAY CONCERN TO ALLOW THE BEAKER TO PASS FREELY WITHOUT LET OR HINDRANCE, AND TO AFFORD HIM CRITICA EVERY ASSISTANCE AND TO AFFORD HIM CRITICA EVERY ASSISTANCE AND Protection of which he of she may stand in need.

> भारत गणराज्य के राष्ट्रपति के आदेश से दिवा गया BY ORDER OF THE PRESIDENT OF THE REPUBLIC OF INDIA



भीं. एत. राव MAG

पासपोटं अधिकारी <del>For: Passport Officer</del> देवराबाव/Hyderabad,

Pritis

रिधेयों में इसे दार्त मास्त्रीय नागरिकों की ततार की याती है कि वे अयरे भितन / भीकी पर पंजीकृत करता *से* :

एक बातचोर्ट करता सरकार की समाति है। पासनीर्ट अधिकारी से इस फारचोर्ट के संदर्भ में कोई गृचना विदाने पर विदाने दर्व गुटुर्र करना भागिन है, उद्धव्य दुर्गन अनुपालन

वडं प्रस्तवीर्ट अन्त जारा विज्ञी भी देश से बाग्त न भेजा आए। यह शानभेट बाग्र या उहरूं आग प्राविज्ञान अस्ति से कस्त्री में हो होता वासिए। इसमें किसी भी स्वरार के फेरवरत या बिकुत नहीं विशा पाना वाहिन् :

ामचोर्ट पुत्र जाना, पीनी हो जाना या मण्ड हो चाने पर उसकी रिपोर्ट माण्यात पानत में निकटतम पापार्वेद अधिकारी को (दापा वदि सारक बिटेश में हो) निकटतम मारतीय दिशा को और पानतीन पुनिश्य को हो बाली बाहिए। निक्कियित पुत्रताक के सरकार ही करियुरक शासपोर्ट कृति

#### REGISTRATION

INDIAN CITIZENS RESIDENT ABROAD ARE ADVISED TO REGISTER THEMSELVES AT THE NEAREST INDIAN MISSION / POST.

#### CAUTION

THIS PASSPORT IS THE PROPERTY OF THE GOVERNMENT OF INDIA, ANY COMMUNICATION RECEIVED BY HOLDER FROM THE PASSPORT AUTHORITY REGARDING THIS PASSPORT, INCLUDING DEMAND FOR ITS SURRENDER, SHOULD BE COMPLIED WITH IM-MEDIATELY,

PASSFORT SHOULD NOT BE SENT OUT OF ANY COUNTRY BY POST. IT SHOULD EX IN THE CUSTODY EITHER OF THE HOLDER OR OF A PERSON AUTHORISED BY THE HOLDER. IT MUST NOT BE ALTE-RED OR MUTILATED IN ANY WAY.

LOSS, TREET OR DESTRUCTION OF PASSPORTS SHOULD BE IMMEDIATELY REPORTED TO THE NEAREST PASSPORT AUTHORITY IN RIDIA OR (IF THE HOLDER IS ABROAD) TO THE NEAREST INDIAN MISSION AND TO THE LOCAL POLICE, ONLY AFTER EXHAUSTIVE ENGLIRIES SHALL A REPLACEMENT PASSPORT DE ISSUED.

Rect in analyzough otherscas / Name of Father/Legal Guardien NERUR VISWANATHA PANCHANATHAN anter an anal / Name of Nother LALITHA PANCHANATHAN	
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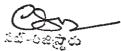
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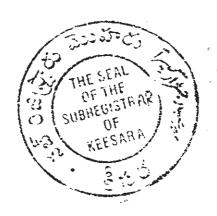
THIRUMULGHERRY

गीन या पत्नी का भाग (Name of Spouse

HYDERABAD with date and Place of issu 20/01/1995 AP 500015 तुराणे प्यापारे का म. औरद्रहराके जादी होने T290489 SECUNDERABAD

HYDE03265004 ETSH M. File No.





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

C.S.No./Year: 008571/2008 of SRO: 1530(KEESARA)

11/09/2008 12:52:51

SIN o.	Thumb Impressio n	Photo	Name and Address of the Party	PartySign ature
	"ANNIVARALIAN ME"	I MONTO NEST RE ILEMA SON	(CL) NITIN PANCHANATHAN 65/A SURYA ENCLAVESEC	P. rutin
2	Manual Enclosure		(EX) M/S.PARAMOUNT BUILDERS OFFICE AT 5-4-187/3&4,11 FLOOR,SOHAMMANSION,M.G.ROAD,S ECUNDERABAD	
2	Manual Enclosure	Manual Enclosure	(EX) SOHAM MODI OFFICE AT 5-4- 187/3&4,11 FLOOR,SOHAMMANSION,M.G.ROAD,S ECUNDERABAD	
4	Manual Enclosure	Manual Enclosure	(EX) SAMIT GANGWAL OFFICE AT 5-4- 187/3&4,11 FLOOR,SOHAMMANSION,M.G.ROAD,S ECUNDERABAD	The second section is a second section of the second section in the second section is a second section in the second section in the second section is a section in the second section in the section is a section in the section in the section is a section in the section in the section is a section in the section in the section is a section in the section in the section is a section in the section in the section is a section in the section in the section in the section is a section in the section in the section in the section is a section in the section in the section in the section in the section is a section in the section in

Witness Signatures

Operator Signature

Subregistrai Signature



