



# MYRAYASH HOTELS

WO No:- MYHPL/ANJUNA/2024/18

Date : 22/05/2024

To,

**M/s. Cobra Protech Security Services & Fire Safe**  
Margao : C2, Asro Apts., Near BPS Club, Pajifond, Margao, Goa - 403601  
Panjim : 5, Rajmahal, Mala, Fontainhas, Panjim, Goa - 403001

**Kind Attn.** : Mr. Sanjay

**Contact No.** : 8767543301

**Email id** : cobraprotech@gmail.com

**Subject** : Work order for Providing Security Guards for Period from 22/05/2024 to 21/05/2025 for Five Star Resort at Anjuna, Bardez Taluka, North Goa District, Goa - 403515.

Dear Sir,

This is with reference to your quotation under reference No. CPSS & FS : 2024- 2025 : 047 dated 21/05/2024 and subsequent discussion held with Shri. Ravindra Bakki, we are pleased to award the Work order for Providing Security Guards for Period from 22/05/2024 to 21/05/2025 for Five Star Resort at Anjuna, Bardez Taluka, North Goa District, Goa -- 403515.

The Work Order front page, detailed work order, Conditions of contracts and Payment terms are attached herewith.

We wish you all the best and are looking forward to have a long lasting mutually benefitted professional tie up for future projects also.

Regards,

**FOR MYRAYASH HOTELS PVT. LTD.**

**DIRECTOR**

22/05/24  
SSP  
21/05/2024  
Checked  
22/05/24

Myrayash Hotels Pvt. Ltd.



Registered Address:

502, Building no. 12, Charvi Reamz Bardez, Anjuna Mapus:  
North Goa GA 403509 IN

Tel 0832 2274201

info@myrayash.com

CIN: U74999GA2016PTC013571

Corporate Address:

502, 5th Floor, Supreme Chambers, 17/18 Shah industrial Estate,  
Off Veera Desai Road, Andheri (W), Mumbai, Maharashtra 400053.

Tel +91 22 6190 0000

www.bharatrealty.in



**TERMS AND CONDITIONS**

**1. Scope of Work (Security Agency) – Security Guards**

**a. The scope of work comprises:**

- i. Securing premises and personnel by patrolling property; monitoring surveillance equipment
- ii. Inspecting buildings, equipment, and access points; permitting entry.
- iii. Obtains help by sounding alarms.
- iv. Follow the instruction given by Project in-charge.
- v. Prevents losses and damage by reporting irregularities informing violators of policy and procedures; restraining trespassers.
- vi. Controls traffic by directing drivers.
- vii. Completes reports by recording observations, information occurrences, and surveillance activities; interviewing witnesses; obtaining signatures
- viii. Maintains organization's stability and reputation by complying with legal requirements.
- ix. Security and safety of material and equipment and its safety to property, failing which deduction from pay and allowances to make good any proved loss or damage occasioned by the offence for which he is convicted
- x. Monitor CCTV Cameras
- xi. Patrol Premises & Parking Lots
- xii. Deter & Eliminate Threats
- xiii. Respond To Duress Alarms
- xiv. Report All Incidents
- xv. Co-ordinate With Management
- xvi. Interact with Police Officers
- xvii. You shall have local tie ups with police stations and fire fighting station.
- xviii. Any other work as instructed by Site In charge.

**b. Security Guards stationed at the said premises shall be instructed as follows:**

- i. To neatly dress in uniform, wear safety shoes, leather belt, monkey cap, whistle and have a good judgment of his personal appearance at all times
- ii. Visitors to be permitted only after verification through the intercom. It is the responsibility of Members/residents to ensure they have a working instrument for intercom.

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- iii. To ensure proper details of visitors are properly entered in Visitors Register / Visitor Management System before permitting entry.
- iv. Not to allow any unauthorized person to enter the guard room or occupy guard desk
- v. Not to undertake/perform personal work of anyone while on duty.
- vi. Not to smoke/chew pan masala/ read newspapers/ watch online videos/ YouTube /movie etc. while on duty.
- vii. Not to drink alcohol and misbehave with client.
- viii. Not to accept keys or belonging of any flats from the Members/residents. If they do so, it will be deemed to be dereliction of duties.
- ix. Do not allow entry/exit of vehicles carrying house-hold goods without gate pass/prior approval.
- x. Not to allow service providers to loiter unnecessarily within the Society premises.
- xi. To keep a watch on kids and not allow them to exit Society premises without adult escort.
- xii. Not to allow children to play football, cricket and any game that may spoil the lawn or damage plants / assets of the Society.
- xiii. To take frequent rounds to ensure safety of Society's properties and of vehicles.
- xiv. To attend to lift/fire alarm calls from lifts and do needful action thereafter.
- xv. Check the bags or belongings of domestic help/service providers, in case of suspicion.
- xvi. Set-up of fire fighting points with company's assistance and maintain them.
- xvii. Report all untoward incidents to the company and assist them in fulfilling the legal requirements.
- xviii. Providing additional manpower for a short period in case of emergency.
- xix. Ensure the satisfactory arrangements in all respects and these are made on essentially inescapable situations.

**c. Recruitment Criteria:**

- i. Security Guards should be well trained from your trainer (army/navy/retired personnel) with the knowledge of security devices, fire fighting system, safety devices. Physical fitness of security personnel will be as follows:

Height: 5' 6" and above

Qualification: Minimum SSC

Age Group: 18 – 55 Years

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**d. Storage of material:**

Storage place shall be given by the owner. All the material issued by the owner & agency's materials & tools tackles shall be kept in proper security by the agency at his own cost.

**e. Safety Measures:**

Agency must take safety measures at site including using safety helmet, safety belt, safety shoes, safety gloves, welding goggles (in case of welding work) proper electrical wires (without joints) and socket pins plugs and must ensure protection & safety to existing tiles, walls or any finished product / property failing which amount incurring to rectify/repair the same will be deducted from Security Agency bill security and safety to your material and equipment is your responsibility.

**2. Payment terms:**

- a. R.A. bills payments will be made within 30 days from date of certification of bill by site & Final bill payment will be done by 45 days after certification by site.
- b. Bill shall be submitted in duplicate only on a designated date once in 30 days, with abstract & measurement sheets of joint measurements certified by the Society

**3. Insurance for Workmen's Compensation:**

- a. The Security Agency shall insure all the labour & technical person to be deployed on the site in accordance with the workmen's compensation act.1972
- b. Copy of insurance policy to be provided to the owner & policy to be renewed from time to time as applicable.
- c. In case of any accident or casualties at the site due to negligence of work, which may in the depth or injury to any labour(s) or to any other person(s) or representative(s) of the agency, the client shall not be held responsible for the same or any compensation of all the liabilities in this connection rest on the agency who alone shall be solely liable in such eventualities. The agency should strictly follow the labour rules & regulation of the state or central government provides. Any accidental charges to machinery manpower while executing the work shall borne by the Security Agency.

**4. Variation Clause:**

Rates are fixed till completion of the contract duration & no variation in rates in BOQ quantities will be entertained.

**5. Arbitration:**

All disputes and difference of any kind what so ever arising out in connection with the contract or the carrying out of works (whether during the progress of the works

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or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the client who shall state his decision in writing. Such decision may be in the form of final certificate. The decision of Client with respect to any of the expected matter shall be final. But if either the client or the Security Agency be dissatisfied with the decision on a matter, question or dispute of any kind (except any of the expected matters), then and in any such case either party (the client or the Security Agency) may within 28 days after receiving notice of such decision give a written notice to the other party requiring that matters in dispute be arbitrated upon. In Case of Arbitration, the sole Arbitrator shall be appointed by the Client. The Arbitrator shall have power to open up review and revise any certificate opinion, decision, requisition or notice save in regard to the expected matters referred to in proceeding clause and to determine all matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

#### 6. TAXES & DUTIES:

- a. All government/municipal charges, deposits etc. shall be borne by the client, for the requirement of obtaining approvals for commencement/completion of construction works.
- b. The Goods and Services Tax (GST), as applicable shall be paid separately. TDS, if applicable shall be deducted as applicable
- c. Security Agency shall submit his firm's GSTN Registration details, with a photocopy of the same.
- d. The Security Agency shall remain Compliant under GST regime and in case of any financial loss to M/s. Myrayash Hotels Pvt. Ltd. due to loss of credits on non-compliance by the Security Agency shall be made good to the M/s. Myrayash Hotels Pvt. Ltd.
- e. The Security Agency shall not be entitled for any additional amount due to misinterpretation of laws regarding taxes & duties and wrong evaluation of liabilities of taxes and duties on his part. However, any increase or decrease in tax structure of GST shall only be considered in case of revised Government norms during the tenure on this contract.
- f. PF & ESIC shall be paid by Security Agency at his own cost. - NOT APPLICABLE
- g. Input tax credit and related Compliance:

The credit to the M/s. Myrayash Hotels Pvt. Ltd. would be available only when the Security Agency uploads correct and timely information on the GST network. Accordingly, Security Agency shall ensure the following:

Myrayash Hotels Pvt. Ltd. Upload error free data relating to supplies made to M/s. Myrayash Hotels Pvt.

Registered Address Ltd. for availing timely credit

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- Input correct GST number of the Security Agency and the M/s. Myrayash Hotels Pvt. Ltd. on the invoice.
- In case of any mismatch in the details declared by Security Agency, the same would be rectified within the prescribed time limit.

Any GST liability arising on account of loss of GST credits for reasons such as failure from Security Agency side to upload details of invoice with necessary particulars in GSTN would be recovered.

h. Change in law:

"In the event of introduction of any new taxing legislation or any change or amendment of any indirect tax laws (including but not limited to introduction of Goods and Services Tax), rules or regulations, which become effective after the date of this Contract, and which results in additional tax liability for the Security Agency which is recoverable from the M/s. Myrayash Hotels Pvt. Ltd. under this Contract, the Security Agency shall be reimbursed for any such increased cost by the M/s. Myrayash Hotels Pvt. Ltd. subject to production of documentary proof to the satisfaction of the M/s. Myrayash Hotels Pvt. Ltd. to the extent directly attributable to such change in the tax laws.

Similarly, where introduction of any new taxing legislation or any change or amendment of any indirect tax laws (including but not limited to introduction of Goods and Services Tax), rules or regulations, which become effective after the date of this Contract, and which results in any decrease in tax liability for the Security Agency which is recoverable from the Security Agency under this Contract, the Security Agency shall pass on the benefits of such reduced costs, taxes or duties to the M/s. Myrayash Hotels Pvt. Ltd.

The increased cost and/or reduced cost as mentioned above would mean net tax cost which is determined after considering all setoffs and credit available to the Security Agency on the goods and services procured by it

**7. TERMINATION OF CONTRACT:**

The Client shall reserve the right to terminate this contract and appoint another Security Agency to execute the balance works and with hold any materials belonging to the Security Agency at the site for which payment is made by the Client, in the following cases:

- a. If it appears that the Security Agency is not capable of completing the project on schedule or otherwise and no work is carried out on site for a maximum of 7 days from the date of issuing the warning notice by the Client in writing.
- b. If the Security Agency regularly neglects the instructions of Client's project in charge, despite previous written warnings.
- c. If the Security Agency does not comply with the contract conditions.

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- d. If the Security Agency allots any part of the work to any other Party or sub Security Agency without the prior written approval of the Client/Engineer-In-charge.
- e. If the Security Agency does not maintain the acceptable quality of the workmanship.
- f. If the Security Agency does not observe the safety precautions at site or comply of rules and regulations of local and government bodies or non-compliance of any other conditions required under the agreement.

In the event of termination of the contract owing to any of the above reasons, the Security Agency shall be liable for all financial damages that may occur due to stoppage of work, increase in price due to appointment of new Security Agency etc. shall be recovered from the Security Agency's bill.

Client shall also have right to terminate the contract for any delay in getting approvals/permissions or for any other reason management deems fit to do so. In such case of termination, the Security Agency shall be paid as per the work executed as per the BOQ, and payment terms mentioned in the work order. Decision of Client shall be final in such case.

### 8. Responsibility of Theft :

If any kind of theft takes place & is recorded by the Client due to negligence of Security Agency while doing his work, the client may recover the cost partially or fully as per mutual agreement. The decision of Client shall be binding & final. Sum, and the Engineer-in-charge's decision in this respect shall be final and binding on the Security Agency.

### 9. Deletion /Addition of work:

The Client shall have the authority to delete/add any Work from the contract without entertaining any claims from the Security Agency.

### 10. FORCE MAJEURE:

If either Party is unable to carry out his obligations under this Contract due to an Act of God, war, riot, blockade, strike (i.e. national/ state or city), lockout, flood or earthquake, epidemic or pandemic or Government orders/ restrictions not within the control of the parties hereto which results in an inability, in spite of due diligence of either party in performing its obligation in time, this Contract shall remain effective, but the obligation which the affected party is unable to carry out shall be suspended for a period equal to the duration of the relevant circumstances :

- a. Due to above circumstances, the non-performing party shall discuss the matter with the other party/ Client and apply for grant of extension of time to fulfil its obligations. **This clause does not envisage or entitle the nonperforming party/ Security Agency for any financial assistance or compensation**

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- b. Notwithstanding anything contained to the contrary it is clarified that economic hardship, non-availability of material, labour and transport shall not constitute Force Majeure. The overall responsibilities and obligations of the parties shall not be excused by reasons of Force Majeure situation.
- c. Notwithstanding the above if the Force Majeure continues for a period of three months or more in that event without prejudice to the rights of the parties, the Client shall have the right thereafter to terminate this contract.

### 1.1. INDEMNIFY:

The Security Agency hereby indemnifies and keep indemnified the Client and hold harmless and protect the Client, the Client's Representative, and their respective agents, against and from all claims, suits, proceedings, liability, damages, losses, and expenses (including legal fees and expenses) caused/incurred by reason of any breach, negligence, non-performance, non-observance in respect of:

- i. Safety with PPE for their labours, staff and the Security Agency team, welfare of the labours and their staff, regular health check of the labours and staff, providing hygienic logistics including toilets and accommodation/ hutments at labour camp or outside case by case basis, insurance including workmen compensation for the labours and staff, insurance for their machineries and tools, registration of all labours under BOCW Act, PF and ESIC contribution of the labours and staff as applicable for this contract, payment of regular / timely/ monthly wages to their labours and sub-Security agency/ suppliers.
- ii. A bodily injury, sickness, disease, or death, of any person whatsoever arising out of or in the course of or by reason of the Security Agency's design (if any), the execution and completion of the Works and the remedying of any defects or from any material used in the work or from any cause whatsoever during the process of the work
- iii. Damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Security Agency's design (if any), the execution and completion of the Works and the remedying of any defects or from any material used in the work or from any cause whatsoever during the process of the work.
- iv. Non- payment of statutory dues of any nature and penalty thereon pertaining to Royalties, Levies, Transit insurance, charges payable to Municipal Corporation as applicable to this contract.



22/05/2017  
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- v. Demands, penalties incurred and/or levied due to non-observance of any of the statutory provisions and/or regulations and/or rules pertaining to Labour Laws, BOCW Act.
- vi. Demands, penalties incurred and/or levied due to non-observance of any of the statutory provisions and/or regulations and/or rules pertaining to all Central and State Government's Industrial/Labour enactments and Rules made there under, Insurances, Provident Fund as applicable from time to time under this contract.
- vii. Non- payment of dues of any nature and consequences thereon pertaining to mathadi charges if they are engaged in relation to this contract.
- viii. Non- payment of dues of any nature and consequences thereon pertaining to Security Agency's' labour payment, Security Agency's sub-Security Agency and his labour payment, material supplier payment, Security agency direct and indirect staff, towards labour welfare as applicable Security agencies Plant & Machinery Payment.
- ix. Non -payment of statutory dues of any nature and interest and penalty thereon pertaining to all provisions of all applicable taxes prevailing at that time including but not limited to Goods and Service Tax (GST), tax deduction at source, Income tax, and applicable duties.
- x. Non -compliance to the existing enactment on environmental protection and rules made thereunder, regulations, notifications, and byelaw of the State or Central Government, or local authorities and any other law, by-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.
- xi. For all matters in connection with the distribution and use of Power for their works. Should any accident by way of damage and / or electrocution or injury occur in connection with such distribution, use and consumption of power, the Security Agency shall be fully responsible for all such accidents and shall bear and pay for all costs and expenses that arise due to and as a consequence of such accidents.
- xii. For the purpose of this contract no illegal immigrants shall be engaged by the Security Agency or their sub Security Agency for this contract.

## 12. CLAIMS, DISPUTES & JURISDICTION:

If any dispute whatsoever or difference of opinion of any kind arising out or in connection with or in relation to this Work Contract then the same shall be referred to the Client's Vice President (Projects) or / Vice President –Contracts & Procurement and the Security agencies Owner, who shall discuss the same, ascertain all the relevant facts & assess all the possible parameters and make all reasonable efforts so

Myrayash to reach at an amicable settlement.

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**13. Jurisdiction: -**

All disputes arising out of or in connection with this Work Contract shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have exclusive jurisdiction to determine the same.

This agreement is being sent to you in Duplicate. You are requested to sign indicating acceptance of all terms and conditions stated above and return the copy to us duly signed by the constituted power of attorney holder.

For M/s. Myrayash Hotels Pvt. Ltd.

For Cobra Protect Security Services B

Authorized Signatory



Authorized Signatory

*Handwritten notes:*  
Cobra  
21/11/24

*Handwritten notes:*  
By  
21/11/24  
21/11/24

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MYRAYASH HOTELS PVT. LTD.						
WORK ORDER						
CONTRACTOR: M/s. Cobra Protech Security Services & Fire Safe				WO. No.: MYHPL/ANJUNA/2024/18		
ADD:- Margao : C2, Asro Apts., Near BPS Club, Pajifond, Margao, Goa - 403601 Panjim : 5, Rajmahal, Mala, Fontainhas, Panjim, Goa - 403001 Email Id: cobraprotech@gmail.com				WO Date:- 22/05/2024		
Name:- Mr. Sanjay Mobile No:- 8767543301				Site Incharge:- Mr. Vyankatesh Kulkarni Mobile No:- 8208928878		
Billing Address:- M/s. MYRAYASH HOTELS PVT. LTD. 202, Building No.12, Charvi Reemz Bardez, Anjuna Mapusa, North Goa GA 403509 IN GST No. 30AAKCM6403C122, State - Goa, State Code - 30						
Project:- Five Star Resort at Anjuna, Bardez Taluka, North Goa District, Goa - 403515						
Subject:- Work order for Providing Security Guards for Period from 22/05/2024 to 21/05/2025 for Five Star Resort at Anjuna, Bardez Taluka, North Goa District, Goa - 403515				GST No. : 30AADPF7909C1ZC		
Sr. No.	Description	Months	Nos.	Rate / Month	Unit	Amount (Rs)
Security Guards :						
1	Providing Security Guards - 12 Hours Duty for Period from 22/05/2024 to 21/05/2025 etc. complete as per instruction of engineer in charge.					
a	Main Gate : Day Shift - 02 Nos. [12 Hrs. Duty]	12	2	23000	Per Person / Per Month (12 Hrs. Duty Per Day)	5,52,000
b	Main Gate : Night Shift - 02 Nos. [12 Hrs. Duty]	12	2	23000		5,52,000
Total Amount						11,04,000
SGST @ 9%						99,360
CGST @ 9%						99,360
Gross Total						13,02,720
Terms & Conditions:						
*	Payment shall be paid as per the progress of work.					
*	TDS will be deducted as applicable.					
*	Payment will be done within 30 day of submission of the bill.					
*	The above mentioned rates are confirmed and final and subject to no changes till the completion of above mentioned work.					
(Prepared By)	For Myrayash Hotels Pvt. Ltd.			For M/s. Cobra Protech Security Services & Fire Safe		
	PRESIDENT			Accepted		
				Contractor's Signature with Stamp		
This Work Order is being sent to you in duplicate. Please return the duplicate copy duly signed as a token of your acceptance. Subject to Mumbai Jurisdiction only.						

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