



DIWALI CONSTRUCTION CO.

REGD. OFFICE : 101, Commerce House,
140, N. M. Road, Fort, Mumbai-400 023.
Tel.: 2267 2268/2267 1375 **Fax:** 2262 5742
E-mail : vardhangroup@hotmail.com

18th January 2009

To,
Mr. Ramkumar Jakhar
Mrs. Guddi R. Jakhar
411, Dhoshi Chamber,
Poona Street, Dana Bunder,
Mumbai – 400 009

Ref : Flat No. 201 on 2nd Floor of the Building No. 6 called as 'Daisy' in
"Vardhman Gardens" situate at Opp. Color Chem, Balkum
Bhiwandi Road, Near Rewale Talao, Thane (West) – 400 608

Sub : Possession for Furniture Work Only

Respected Sir/Madam,

With reference to the above, the flat is ready for furniture work. As per your Agreement Cost of Flat **Rs. 26,70,000/-** against which you have paid an amount of **Rs. 21,02,000/-**, hence you are required to Pay **Rs. 5,68,000/- (Rupees Five Lacs Sixty Eight Thousand Only)** on taking Possession for Furniture Work.

You are also requested to make the payment towards various charges & deposits amount to **Rs. 51,350/- (Rupees Fifty One Thousand Three Hundred and Fifty Only)**.

Kindly contact the site incharge for further details and formalities.

Thanking you,

Yours faithfully,
For Diwali Construction Company

Partner



दुय्यम निबंधक: सह दु.नि.ठाणे 5

दस्तक्रमांक व वर्ष: 7703/2007

नोंदणी 63 म

Thursday, February 17, 2011

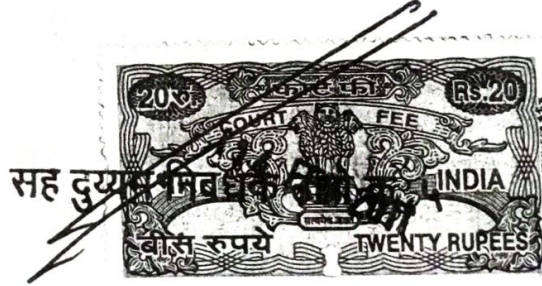
सूची क्र. दोन INDEX NO. II

Regn: 63 m e

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गावाचे नाव : बाळकूम

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणा देतो की पट्टेदार ते नमूद करावे) करारनामा
मोबदला रु. 2,670,000.00
बा.भा. रु. 1,534,455.00
- (2) भू-मापन, पोटहिरसा व घरक्रमांक (असल्यास) (1) सर्वे क्र: 115 वर्णन: विगागाचे नाव गावाचे नाव : बाळकुम (ठाणे महानगरपालिका), उपविगागाचे नाव - 9/36 - 3अ-1) ठाणे गिवंडी रस्त्याच्या दोन्ही बाजूचे लगतचे सर्वे नंबर सगळ्या विनशेती. सदर गिळकत सर्वे. नंबर - 115 मध्ये आहे. सा न 115, 118, 119, 120, 250, 228 ते 231, सदनिका क्र 201, दुसरा गजला, बि नं 6, डेझी, वर्धमान गार्डन, बाळकुम, ठाणे
- (3) क्षेत्रफळ (1) 71.37 चौ मी
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे दिवाली कन्स्ट्रक्शन कं चे भागीदार राजेश बी वर्धन यांचे कु मु अशोक दुनीलाल जोगानी - ; घर/फ्लॅट नं: - ; गल्ली/रस्ता: - ; ईमारतीचे नाव: वर्धमान गार्डन; ईमारत नं: - ; पेट/वसाहत: बाळकुम; शहर/गाव: ठाणे; तालुका: - ; पिन: - ; पॅन नंबर: -
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) रामकुमार जाखड - ; घर/फ्लॅट नं: 411; गल्ली/रस्ता: - ; ईमारतीचे नाव: दोरी येवरी; ईमारत नं: - ; पेट/वसाहत: - ; शहर/गाव: गुंबई; तालुका: - ; पिन: - ; पॅन नंबर: -
(2) गुड्री आर जाखड - ; घर/फ्लॅट नं: वप्र; गल्ली/रस्ता: - ; ईमारतीचे नाव: - ; ईमारत नं: - ; पेट/वसाहत: - ; शहर/गाव: - ; तालुका: - ; पिन: - ; पॅन नंबर: -
- (7) दिनांक करून दिल्याचा 06/09/2007
- (8) नोंदणीचा 18/10/2007
- (9) अनुक्रमांक, खंड व पृष्ठ 7703 /2007
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 116100.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 26700.00
- (12) शेरा



नक्कल केली

बाबली

कबात घेतली

नक्कल करून घेतली

दुय्यम निबंधक ठाणे सं. ५



उदरह नक्कल श्री. वेतराम जोशी
बाचा अर्ज क्रमांक 388
नोंदणी क्रमांक 901299
नोंदणी दिनांक 12/09/09
नोंदणी ठिकाण ठाणे

दुय्यम निबंधक ठाणे क्रं. ५

This Agreement is made at Mumbai this 6th day of September 2007

BETWEEN

M/s. DIWALI CONSTRUCTION COMPANY, a firm registered under the provisions of the Indian Partnership Act, 1932 having its office at 101 commerce house, 140, Nagindas Master Road, Mumbai 400 023., hereinafter referred to as 'the Promoter' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners from time to time constituting the said firm of M/s. DIWALI CONSTRUCTION COMPANY and the survivors or survivor of them and their respective successors in title, heirs, executors, administrators and assigns) of the One Part

And

Shri Ramkumar Jakhar and
Smt. Guddi R. Jakhar

_____ having

their address at att: Hll, Doshi Chamber
poona street, Dana Bunder,
Mumbai 400009

hereinafter referred to as "The Purchaser(s)" (which expression shall unless it be repugnant to the context or meaning thereof be

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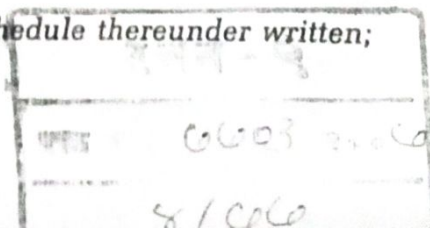
Pone laksh Sireen chowdh and one hundred

ICICI Bank Ltd.
"Glen Morgan" Veer Savarkar
Marg, Panchpakadi,
Thane - 400 602
D-515/1/D-515/1/100/005

श्री 04236
श्री 133255
SEP 05 2007

deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of a limited company its successors and permitted assigns) of the Other Part
Whereas :

- (i) By and under a Development Agreement dated 7th day of APRIL 1987 made and entered into between CHASE BRIGHT STEEL LIMITED (therein called the Owners) hereinafter referred to as "**the Company**" of the One Part and (1) DIWALIBAI BABULAL VARDHAN, (2) RAMESH BABULAL VARDHAN and (3) RAJESH BABULAL VARDHAN, the Partners of M/s. DIWALI CONSTRUCTION CO. (therein called the Developers) hereinafter referred to as "**the Promoters**", of the Other Part; the Company agreed to permit the Promoters to develop all that the pieces or parcels of land situate, lying and being at village Balkum and Majiwada, Thane in the Registration District of thane and more particularly described in schedule thereunder written (hereinafter for the sake of brevity referred to as "**the Said Property**") and for consideration and terms and conditions mentioned therein;
- (ii) By a Supplement Agreement dated 29th October 1987 made between the Company of the One Part and the Promoters of the Other Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. BBM/3263/1987 on 30th October 1987 the Company did thereby inter alia acknowledge receipt of total sum being the full consideration monies payable by the Promoters to the Company and the Company confirmed that they have put the Promoters in possession of the pieces or parcels of lands being the Said Property more particularly described in the schedule thereunder written;

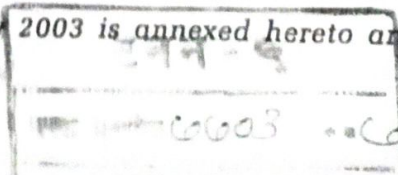


- (iii) By and under an Indenture of Conveyance dated 10th day August 1998 made and entered into between CHASE BRIGHT STEEL LIMITED as the VENDORS of the One Part and the PROMOTERS as the PURCHASERS of the Other Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. BBM/5430 of 1998 on 26th day of October 1998 the Company conveyed the said land described in the FIRST Schedule hereunder written to the Promoters herein being the Purchasers therein;
- (iv) In the premised aforesaid, the Promoters herein have become seized and possessed of or otherwise well and sufficiently entitled to the said property more particularly described in the First Schedule hereunder written;
- (v) The Promoters have since submitted the layout plans and building/s plans to the Thane Municipal Corporation for construction of multi-storeyed building/s upon the said property described in the First Schedule hereunder written;
- (vi) In the events, which have happened in meantime the Government of Maharashtra issued a Notification dated 28th day of October 1997 giving directions to the Thane Municipal Corporation for the purpose of granting permission for development of areas falling within the Chemical Zone.
- (vii) In view of the said Notification dated 28th October 1997, the Thane Municipal Corporation refused to grant the development permission to the Promoters;
- (viii) The Promoters approached the High Court of Judicature at Bombay by means of a Writ Petition being W. P. No. 2094 of 2001 (M/s. Diwali Construction Co. & Anr. Vs. The State of Maharashtra & Ors.). In the said Petition the Hon. High Court Of Bombay by their Order dated 19th July 2002, interalia directed the Thane Municipal Corporation to approve and sanction building plans of the Promoters for

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development of the said property in accordance with Building Control Regulations however without taking into account the aforesaid Notification dated 28th October 1997;

- (ix) Pursuant to the said Order of Hon. High Court of Bombay dated 19th July 2002 and Applications made by the Promoters for development of the said property described in the First Schedule hereunder written, the Thane Municipal Corporation has approved the plans, specifications, elevations, sections and details of the said building/s to be constructed on the said property described in the First Schedule hereunder written and have issued to the Promoters herein Sanction of Development Permission bearing no. V.P. No. 88/366/TMC/TDD 2671 dated 2nd November 2002 and Commencement Certificate bearing no. V.P. No. 88/366/TMC/TDD 2949 dated 5th December 2002 for construction of building/s on the said property in the terms of the said sanctioned plans. Copies of the Sanction for Development Permission and Commencement Certificate are annexed hereto and collectively marked as **Annexure 1**;
- (x) In these circumstances, the Promoters herein are constructing several multi storeyed buildings on the said property described in the First Schedule hereunder written for sale on ownership basis the flats, shops, offices, garages, parking space and other premises therein. The name of the Project shall be "**VARDHMAN GARDENS**";
- (xi) At the instructions of the Promoters, M/s. DESAI & DIWANJI, Advocates, Solicitors and Notaries have investigated the title of the Promoter to the said property described in the First Schedule hereunder written. The said Advocates Solicitors and Notaries have by their Certificate dated 29th day of January 2003 opined that the title of the Promoters to the said property is clear and marketable and free from all encumbrances howsoever. A copy of the said certificate dated 29th January 2003 is annexed hereto and marked as **Annexure 2**;



(xii) The Purchasers herein have applied to the Promoters herein for allotment to them a Flat/Shop/Office/Premise No. 201 on 2nd floor in the Building No. 6 known as Daisy (hereinafter referred to as "the said new building") being constructed on the said property described in the First Schedule hereunder written and accordingly the Promoters agrees to allot to the Purchasers a Flat/Shop/Office/Premise bearing No. 201 admeasuring 640 square feet (carpet) or 59.457 square meters (carpet) on the 2nd floor in — wing of building no. 6 Known as Daisy being constructed of the said property (hereinafter referred to as "the Said Flat/Shop/Office/Premise"). A copy of the Floor Plans are annexed hereto and marked as Annexure 3;

(xiii) The present layout, design, elevation plans may be required to be amended from time to time by the Promoter and the Purchaser has no objection to the Promoter making such amendments;

(xiv) The Purchaser has demanded from the Promoter and the Promoter has given inspection to the Purchaser of all documents of title relating to the said property including the Indenture of Conveyance, plans, designs and specifications prepared by the Promoter's Architects, the Certificate of Title, revenue records and such other documents as specified under the Maharashtra Ownership Flat (Regulation of the Promotion of Constructions, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the M.O.F. Act") and the rules made thereunder;

(xv) Under Section 4 of the said M.O.F. Act, the Promoter is required to execute a written agreement for sale of the said flat with the Purchaser being in fact these presents and also to register the said agreement under the Indian Registration Act, 1908.

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Now This Agreement Witnesseth And It Is Hereby Agreed By And
Between The Parties Hereto as under:

1. The Promoter shall construct buildings on the said property more particularly described in the FIRST Schedule hereunder written in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and approved by the Purchaser with such variations and modifications as the Promoter may make from time to time. The name of the Project shall be "VARDHMAN GARDENS".
2. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said plans or thereafter.
3. The Promoter hereby agree, subject to the terms and conditions herein, to sell to the Purchaser and the Purchaser agrees to purchase the said flat/shop-being Flat/Shop/Office/
Premise no. 201 admeasuring 640
Square feet (carpet) or 55.457 Square Meters
(including Balcony, Staircases and Service Area)
(carpet) on the 2nd floor in wing — of the
building No. 6 and known as Daisy
— building being constructed on the said
property at or for the price of Rs. 2670000/-
(Rupees Twenty Six Lacs Seventy thousand
— only) to be paid by the Purchasers to the
Promoter which is inclusive of the proportionate price of
the common areas and facilities appurtenant to the said
flat (the nature, extent and description of the common
areas and facilities are described in the SECOND Schedule
hereunder written) and Amenities to be provided to the
said flat (the list of amenities are described in the THIRD
Schedule hereunder written).

महानगर - ९
०६०३१००८

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नि. अ. हा. अ.

48. IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES Hereto that the terrace space as shown and marked in the Plan in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser. The said terrace shall not be enclosed by the Flat Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter or the Society, or as the case may be, the Limited Company.
49. The Promoter shall have absolute power and authority to grant rights of way over the said property to any person or persons having adjoining properties.
50. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, management and Transfer) Act, 1963 or that the of Maharashtra Apartment Ownership Act, 1970 as the case may be, with the rules framed thereunder.

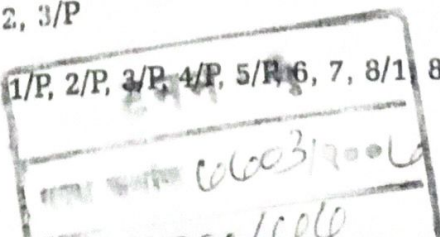
In Witness Whereof the parties hereto have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces or parcels of land or ground situate lying and being at Mumbai Agra Road forming part of Villages Balkum and Majiwada, Thane containing by admeasurement 29466 1/2 square yards or thereabouts equivalent to 24637.54 square metres bearing the following Survey Nos. and Hissa Nos.:

Survey No. 115 Hissa No.2, 3/P

Survey No. 118 Hissa No. 1/P, 2/P, 3/P, 4/P, 5/P, 6, 7, 8/1, 8/2



Survey No. 119 Hissa No. 3, 5, 6

Survey No. 120 Hissa No. 1, 2, 3, 4, 5/P, 6/P, 7

Survey No. 250 (Part)

Which have been renumbered as follows :

Survey No. 228 Hissa No. 1/P, 2/P, 3/P, 4/P, 5/P, 6, 7, 8/1, 8/2

Survey No. 229 Hissa No. 3, 5, 6

Survey No. 230 Hissa No. 1, 2, 3, 4, 5/P, 6/P, 7

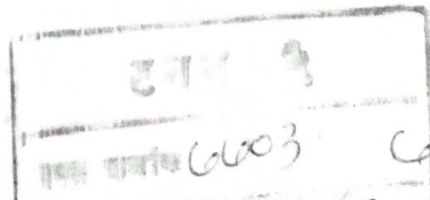
Survey No. 231(Part)

THE SECOND SCHEDULE ABOVE REFERRED TO

Common areas and facilities proportionate are of immediate landing area abutting the main door after the landing on the said floor.

Pro rata right along with all Purchasers of Flat/Shop/Office/ and other Premises in the said property in limited common area i.e. to say :

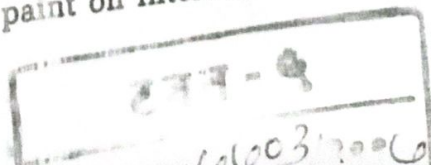
- (1) Staircase
- (2) Staircase landing
- (3) Entrance Hall/Area



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THE THIRD SCHEDULE ABOVE REFERRED TO
(LIST OF AMENITIES)

- ☞ Grand Well Decorated Entrance Foyer.
- ☞ Spacious Living Rooms with Rich Granamite floor and skirting all around.
- ☞ Gracious Bedrooms with Rich Granamite floor and skirting all around.
- ☞ Ultra - Modern Kitchen with Granite Cooking Platform having S.S. Sink, Granamite flooring, 4'0" high elegant colour glazed tiles dado and refrigerator point & water purifier point.
- ☞ Beautiful bathrooms and W.C. with full height coloured glazed tiles & instant geyser.
- ☞ Concealed plumbing.
- ☞ Jaquar or Equivalent fittings in Bathrooms & W.C.
- ☞ Concealed Electrical wiring with Copper Conductor.
- ☞ Ready points for Cable TV & Telephone.
- ☞ Aluminium colour Anodized / Powder coated Sliding Windows.
- ☞ Elevator from Otis Company or equivalent.
- ☞ Decorative main hot press Solid Flush Door with Godrej night latch and internal Solid hot press Flush Doors.
- ☞ Permanent finish paint on External Walls.
- ☞ Acrylic distemper paint on Internal Walls.



SANCTION OF DEVELOPMENT

सुधारीत PERMISSION / COMMENCEMENT CERTIFICATE

इमारत क्र. १ - स्टील्ट + नऊ मजले,
इमारत क्र. ७ - स्टील्ट + चौदा मजले,
इमारत क्र. ९ - तळ + दोन मजले + तिसरा पार्ट मजला,

इमारत क्र. २ ते ६ - स्टील्ट + सात मजले
इमारत क्र. ८ व ११ - तळ मजला फक्त
इमारत क्र. १० - स्टील्ट + एक मजला

V.P. No. ६६/३६६ TMC/TDD ५५ Date ६/१/०४

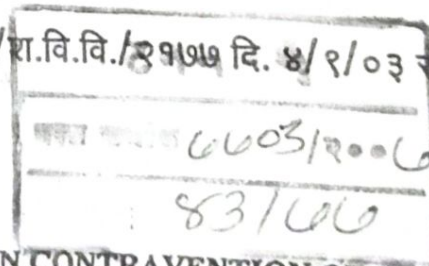
To, Shri / Smt. मे. आर्केटाईप कन्सलटंट्स (इं.) प्रा. लि. (वा. वि.) (Architect)
Shri / Smt. मे. दिवाळी कन्स्ट्रक्शन कंपनीचे भागीदार श्री रमेश बाबुलाल वर्धन व इतर दोन (Owner)

Sir, _____

With reference to your application No. ४९७९० dated २४/२/०४ For development Permission / grant of commencement certificate under sections 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to correct building No. वरिल प्रमाणे in village बाळकुम व माजिवाडा Sector No. ५ Ward No. ३ situated at Road/ Street मुंबई - आग्रा रोड S. No./ H.No. मौजे माजिवाडा येथील सर्व्हे क्र. ११५/२, ३ पै व मौजे बाळकुम येथील जुना सर्व्हे नं. प्रमाणे - स.नं. ११६ हि.नं. १(पै), २(पै), ३(पै), ४(पै), ५(पै), ६, ७, ८/१, ८/२, स.नं. ११९ हि.नं. ३, ५, ६ स.नं. १२० हि.नं. १, २, ३, ४, ५, ६(पै), ७, २५०(पै)

the development permission / the commencement certificate is granted subject to the following conditions.

- 1) The land vacated in consequences of the enforcement of the set back line shall form Part of the public street.
- 2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development Permission / Commencement certificate shall remain valid for a period of one year commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) परवानगी / सी.सी. प्रमाणपत्र क्र. ६६/३६६/ ठा.म.पा./श.वि.वि./२६२९ दि.१५/१०/०३ मधील संबंधित अटी आपणावर बंधनकारक राहतील
- 6) ठा.म.पा./श.वि.वि./३६९४ दि. १५/३/०३ व ठा.म.पा./श.वि.वि./३१७७ दि. ४/१/०३ रोजीच्या जोता प्रमाणपत्रा मधील अटी आपणावर बंधनकारक राहतील.



WARNING : PLEASE NOTE THAT DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNTS TO COGNISABLE OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

सावधान
"मंजूर नकाशानुसार वांधकाम न करणें तांथ
विकास नियंत्रण नियमावलीनुसार आवश्यक ह्या
परवानग्या न घेता वांधकाम जापर करणें, महाराष्ट्र
प्रादेशिक व नगर रचना अधिनियमांत कलम ५
नुसार दखलगत ह्या अटी आपणांठी जास्तरी



कार्यकारी अभियंता
शहर विकास विभाग,



दस्त गोपवारा भाग - 2

टनन5

दस्त क्रमांक (7703/2007)

७७०३/२००७

दस्त क्र. [टनन5-7703-2007] चा गोपवारा
बाजार मूल्य : 1534455 मोबदला 2670000 भरलेले मुद्रांक शुल्क 116100

पावती क्र.: 7975 दिनांक: 18/10/2007

पावतीचे वर्णन

नाव: रामकुमार जाखड - -

दस्त हजर केल्याचा दिनांक : 18/10/2007 04:18 PM

निष्पादनाचा दिनांक : 06/09/2007

दस्त हजर करणा-याची सही :

[Handwritten signature]

26700 : नोंदणी फी

1540 : नक्कल (अ. 11(1)), पृष्ठीकनाची नक्कल (अ. 11(2)).

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी

28240: एकूण

[Handwritten mark]

दु. निबंधकाची सही, सह दु.नि.टाणे 5

दस्ताचा प्रकार : 25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 18/10/2007 04:18 PM

शिक्का क्र. 2 ची वेळ : (फी) 18/10/2007 04:24 PM

शिक्का क्र. 3 ची वेळ : (कबुली) 18/10/2007 04:25 PM

शिक्का क्र. 4 ची वेळ : (ओळख) 18/10/2007 04:25 PM

दस्त नोंद केल्याचा दिनांक : 18/10/2007 04:25 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-याना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) आर वी पवार - - , घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: ठाणे

तालुका: -

पिन. -

2) नतराम जाखड - - , घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: मुंबई

तालुका: -

पिन. -



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[Handwritten signature]

प्रभाषित करणेत येते की या दस्तामध्ये एकूण ७७०३ घेणे आहे.

सह दु.नि. टाणे निबंधक ठाणे क्रं. ५

मुद्रांक क्रमांक ११२
७७०३ क ताकावर नोंदला

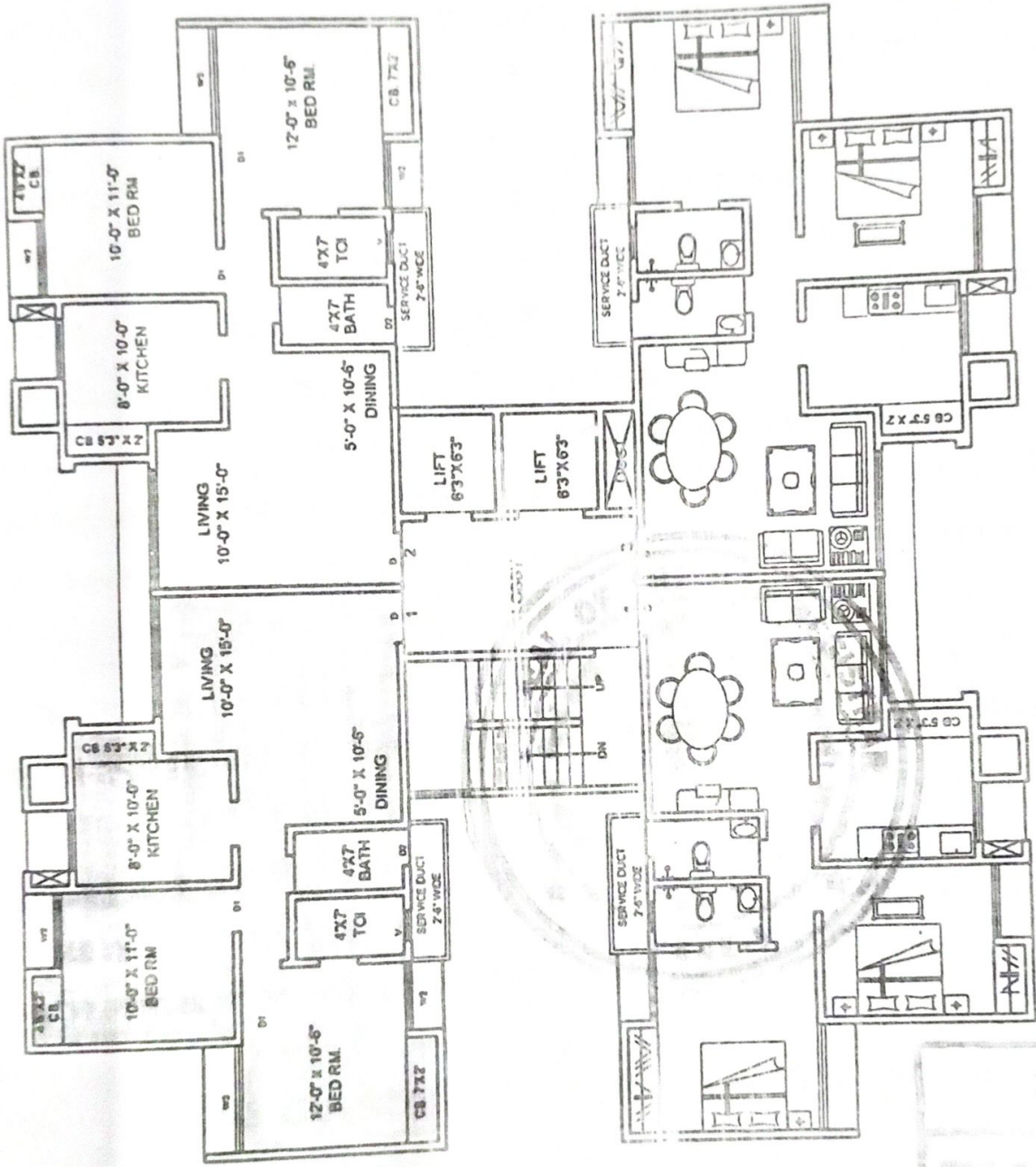
(एन एन जाखडे)

सह दु.नि. टाणे निबंधक ठाणे क्रं. ५

कारोख १५ नाह १० सन २००७

दु. निबंधकाची सही
सह दु.नि. टाणे 5





TYPICAL FLOOR PLAN (Bldg. No..6)

Building No. 6 Flat No. 201 Floor 2nd

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6603/100
80706