353/1018 Thursday, January 23, 2020

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Original/Duplicate मींवणी प्रा. : 39म Regn.:39M

दिनांक: 23/01/2020

पावती क्रं.: 1220 गावाचे नाव: चिप्रण

दस्तऐवजाचा अनुक्रमांक: पवल2-1018-2020

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: मिनाकी सतीश पाटेकर - -

नॉंदणी फी दस्त हाताळणी फी पृष्ठीची संख्या: 83

₹. 29000.00 ঘ. 1660.00

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बाजार मुल्य: रु.1755013.44 /-मोबदला रु.2900000/-

मरलेले मुद्रांक शुल्क : रु. 174000/-

Joint Sr. Panvel 2 रोह दुय्यम निवंधक वर्ग-

(पनवेल-२)

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.29000/-डीडी/घनादेश/पे ऑर्डर क्रमांक: MH011126749201920R दिनांक: 23/01/2020

बॅंकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.1660/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2201202003679 दिनांक: 23/01/2020

बँकेचे नाव व पत्ताः

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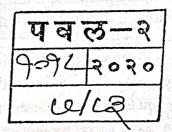
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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Navi Mumbai on this 22 day of \$\sum_{NN}\$, 2020 between M/S. KONNARK DEVELOPERS, a proprietary concern through its Proprietor SHRI NINATH BHAUSAHEB SHINGADE, having his office at 901 - 902,905-908, Shelton Cubix, Sector-15, Plot no -87, Sector -15, CBD Belapur, Navi Mumbai. 400614. 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 his heirs, executors administrators and assigns)

1.1.

March Jan

OF THE ONE PART and SHRI/SMT./MISS./M/S. Minakshi Sampat Patekan Rulding Prmil 400 007 hereinafter referred to as "THE ALLOTTEE(S)" (which expression shall unless contrary to the context or meaning thereof mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its trustees for the time being) OF THE OTHER PART. Whereas the Promoter is absolutely selzed and possessed of or otherwise well and sufficiently entitled to all those piece or parcel of Non agricultural vacant land or ground bearing Gat No.-26/5 admeasuring about 1-44-0 H.R.P. i.e. 1 (One) Hectare 44 Are, equivalent to 14 400 Sq. Mts situate, lying and being at Village-Chindran within the jurisdiction of Sub Registrar of Panvel, Tal.-Panvel, Dist.-Raigad and more particularly described in the schedule hereunderwritten and hereafter referred to as "THE SAID PROPERTY/PLOT OF Herego annexed and marked "Annexure-A" is the copy of the 7/12 extract of the said

And whereas the aforesaid land has been converted to non agricultural use vide a common order of the collector, Raigad bearing no. MASHA/L.N.A. 1 (B)/S.R.445/2012 dated 24/12/2013. A copy of the N.A. Permission is annexed hereto as "Annexure – B";

And whereas the aforesaid land falls under NAINA (Navi Mumbai Airport Influence Notified Area) and the Government of Maharashtra has notified the City and Industrial Development Corporation of Maharashtra Limited (CIDCO) as the special planning authority for the NAINA (Navi Mumbai Airport Influence Notified Area);

And whereas the Promoter is fully entitled to develop the said land and construct the buildings thereon in accordance with the plans sanctioned by CIDCO Limited. The promoter has got the plans, the specifications, elevations, sections and details of the said buildings to be constructed on the said plot approved from the concerned local authority;

And whereas the Promoter is entitled and enjoined upon to construct the residential buildings on the project land in accordance with the recitals hereinab ove as per the plans sanctioned and the development permission granted by CIDCO Vide its Order no :- CIDCO/NAINA/PANVEL/CHINDRAN/BP -106/CC/2015/594 & 595, dated 10/06/2015 including such additions, modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities. Copy of the Commencement Certificate is annexed herewith as "Annexure-C";

| And whereas the Promoter has proposed to construct residential buildings on the project la | nd |
|--|-----|
| consisting of 7 (Seven) buildings each having Stilt plus 3 (Three) upper floors. | T.U |

And whereas the Allottee(s) is/are offered a Flat bearing number 3°S in B Wing in building No. 7 on the 3°d (Third) Floor (hereinafter referred to as "the said Flat") of the buildings' project to be known as "KONNARK GARDENS" (hereinafter referred to as "the said Building") being constructed of the said project, by the Promoter;

And whereas the Promoter has entered into a standard Agreement with an with the Council of Architects and such Agreement is as per the Agreement Council of Architects;

And whereas the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the buildings.

And whereas by virtue of the aforesaid Agreements, the Promoter has sole at to sell the Flat and Other Units in the proposed building(s) to be constructed on the project land and to enter into Agreement(s) with the Allottee(s) of Other Units therein and to receive the sale price in respect thereof.

And whereas on demand from the allottee(s), the Promoter has given inspection for the Allottee(s) of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/S. AN.ARCH ARCHITECTS and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under.

And whereas the authenticated copy of Certificate of Title issued by the advocate of the Promoter's i.e. ADV. NITIN SHINDE, showing the nature of the title of the Promoter to the project land on which the Flats are to be constructed have been annexed hereto and marked as "Annexure-D".

And whereas the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as "Annexure-E".

And whereas the authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee(s), as sanctioned and approved by the local authority have been annexed and marked as "Annexure-F".

And whereas the Promoter has got the approvals from the concerned authority(s) to the plans, the specifications, elevations, sections and of the said building/s so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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And whereas while sanctioning the said plans concerned authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the Completion or Occupancy Certificate in respect of the said building(s) shall be granted by the concerned authority.

And whereas the Promoter has accordingly commenced construction of the said building(s) in accordance with the said proposed plans. whereas the Alfottee(s) have applied to the Promoter for allotment of a Flat and/or other Othits bearing riumber 305 in B wing in Building No. 7 on the 3 Hoor of the proposed buildings' project to be known as "KONNARK GARDENS" being constructed of The Said Project. And whereas the carpet area of the said Flat is 39.850 Sq. Mts. and "Carpet Area" means the net usable floo area of Flat, excluding the area covered by the external walls, areas under services sharts. Exclusive balcony area of 9.980 Sq. Mts. appurtenant to the said Flat for exclusive use of the Allottee(s) or verandah area and exclusive open terrace area of 5.7-58 Sq. Mist appurter and to the said Flat for exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the Flat. And whereas the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereafter. And whereas prior to the execution of these presents, the Allottee(s) has/have paid to the (Rupees Three Lakh Only Rs. 3,00,000 Promoter a sum of Only) being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Allottee(s) as advance payment or application fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee(s) has/have agree(s) to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

And whereas the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai No.P52000009416 dated 22/08/2017; the authenticated copy of the Certificate is annexed herewith as "Annexure-G".

And whereas under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat with the Allottee(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908.

| In accordance with the terms and conditions set out in this Agreement and as mutually | |
|---|--|
| agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee(s) hereby agree(s) to purchase the sald Flat. | |
| Now therefore this Agreement witnesseth and it is hereby agreed by and 2 between the parties hereto as follows: | |
| The Promoter shall construct the said building project to be known as KONNARK OGARDENS" consisting 7 (Seven) buildings each having Still places (Three) pupper floors on the project land in accordance with the plans, designs and | |
| specifications approved by the concerned authority and which have been seen and approved by the Allottee(s) with only such variations and modifications as the 中央的 | |
| to be made in any of the Premises, provided that the Promoter shall have to obtain priority consent in writing of the Allottee(s) in respect of such variations or modifications which | |
| by any Government authorities or due to change in law. | |
| (i) The Allottee(s) hereby agree(s) to purchase from the Promoter and the Promoter | |
| hereby agrees to sell to the Allottee(s) the said Flat bearing No. 305 | |
| admeasuring 39.850 Sq. Mts. carpet area in B Wing in Building No. | |
| as "KONNARK GARDEN", hereinafter referred to as "THE SAID FLAT", more | ar de la companya de La companya de la co |
| particularly described in the "Second Schedule" hereunder written and as shown | PA San Sana Asi |
| on the floor plan thereof hereto annexed and marked as "Annexure-E" for a lump | |
| sum price of Rs. 29,00,000 - (Rupees Twenty Nine Lath | e e e e e e e e e e e e e e e e e e e |
| Only — > Only) being and inclusive the proportionate price | See Section 1 |
| of the common areas and facilities appurtenant to the premises, the nature, extent | The state of the s |
| and description of the common areas and facilities which are more particularly | contract of particular |
| described in the Second Schedule written hereunder. | 01. pr |
| The Allottee(s)have paid on or before execution of this agreement a sum of Rs. 3,00,000 - (Rupees Three Lakh Only | Sign |
| Only) as advance payment or application fee and | E. C. |
| pereby agree(s) to pay to the Promoter the balance amount of Rs. 26,00,000 | |
| Rupees Twenty Six Lakh Only ———————————————————————————————————— | and a second |

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| | STAGE SCHEDULE | | STAGE | SCHEDULED PAYMENT (% OF UNIT COST) | derengt brong. Sent (e) order for | |
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| | in-whomes | Booking/Earnest | BOOKING | 10% | | |
| | 1 | amount | AGREEMENT FOR SALE | 20% | | |
| عب | _ 2 | Ist Installment | COMMENCEMENT | 10% | 72568401435 | |
| į. | पय | II Installment | COMMENCEMENT | (annual) | | |
| 6 | 0.02 | Wrd Installment | PLINTH | 5% | | |
| IZ | 274 | White Installment | 1 ST SLAB | 7% | | |
| | १क्र ; | V th Installment | 2ND SLAB | 5% | | |
| - | 7 | VIth Installment | 3RD SLAB | 5% | | |
| | - | VI-Mistallment | 4 TH SLAB | 5% | | |
| 1 | Section W.P. | Vill th Installment | BRICK WORK | 2.5% | | |
| | 10 | X Installment | INTERNAL CONCEALED ELECTRICAL WORK | 1% | nes ser est iyay dayanw i | |
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| | 13 | XIIth Installment | INTERNAL WATERPROOFING | 1.5% | att no L | |
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| | 15 | XIV th Installment | EXTERNAL PLUMBING | 2% | and relative these | |
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| AT AND | 23 | XXII th Installment | POSSESSION | 1.5% | | |
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The Total Purchase Price above Includes Taxes (GST). c)

The Total Price is escalation-free, save and except escalations/ increases, due to d) increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall

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enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Aliottees, which shall only be applicable on subsequent payments.

The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee(s) by discounting such early payments 66% (Six Percent) per annum for the period by which the respective instalment has been prepared. The provision for allowing rebate and such rate of rebate snall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the promoter.

D

- The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Buildings are complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes is any increase in the carpet area shall be recalculated upon confirmation by the Promoter shall termocities any reduction in the carpet area within the defined limit then Promoter shall termocities excess money paid by Allottee(s) within 45 (Forty Five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area allotted to Aliottee(s), the Promoter shall demand additional amount from the Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee(s) undertake not to cbject/demand/direct the Promoter to adjust his/her/their payments in any manner.
- 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 authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Flat to the Allottee(s), obtain from the concerned local authority Occupation and/or Completion Certificates in respect of the said Flat.
- a) Time is essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allottee's and the common areas to the association of the allottee's after receiving the Occupancy Certificate or the completion certificate or both, as the case may be. Similarly, the Allotte(s) shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (b) herein above. ("Payment Schedule").

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SECOND SCHEDULE

Description of the Flat

that Residential/Commercial Premises bearing Flat Number 305 In Premises Dealing 39.850 Sq. Mts. Carpet area of the No. 7 on the 3 Floor authors, being constructed on Gat No.26/5, project to be known as 'KONNARK GARDENS, being constructed on Gat No.26/5,

project to be known as NOINIVATAL THE Jurisdiction of Sub-Registrar of Panvel,

-Raigad.

THIRD SCHEDULE

AMENITIES

- All internal walls and ceiling in finished plaster with Distemper Painting. Vitrified flooring tiles in all rooms.

 - Windows Frames and sills in marble, to suit sliding window.
 - Bathroom / Toilet 4 ft. height glazed tiles. Toilet flooring with antiskid tiles, and Bakelite Doors for Bathroom and Toilet.

 - Concealed copper wiring with ISI Mark, sufficient electrical point and modular switches including provision of points for A.C., Washing Machine, Aqua guard, Refrigerator, Microwave, Exhaust and T.V. etc.
 - TV Cable and Telephone Point in Living.
 - Main door with night latch, Peephole, Safety Chain with fittings.

 - Concealed plumbing work with standard quality fittings and basic C.P. Fittings in Bathroom / WC / Kitchen.
 - Powder coated sliding window with tinted glass.

GENERAL AMENITIES

- Enhanced structural Earthquake Safety for building. Earthquake resistant structural design with latest technology.
- Good quality distemper in all rooms and staircase. Acrylic Paint to external surface of the Building, with good color scheme.
- Lift with A.R.D. and Overload device for each Building.
- Anti termite treatment for protection of building and surroundings.
- Generator Backup for adequate still parking, Staircase Street light and entrance lobby.
- CCTV for security purpose on the main entrance gate.
- Water harvesting pits.

Entrance Gate with Watchman's Cabin.

It shall be the duty of the Allottee(s) and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promote or the Allottee(s), as the case may be.

That in case there are Joint Allottee(s) all communications shall be sent by the Prometer to the Allottee(s) whose name appears first and at the address given by timpher which shall for all intents and purposes to consider as properly served on all the Allottee(s)

47) The charges towards stamp duty and Registration of this Agreement for borne and paid by the Promotor only.

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Panvel will have the jurisdiction for this Agreement.

FIRST SCHEDULE

Description of the Land

All that piece or parcel of vacant non agricultural land or ground bearing Gat No.-26/5 admeasuring about 1-44-0 H.R.P. i.e. 1 (One) Hectare 44 Are, equivalent to 14,400 Sq. Mts. within the jurisdiction of Sub-Registrar of Panvel, Tal.-Panvel, Dist.-Raigad within the jurisdiction of Sub-Registrar of Assurances at Panvel, Tal.-Panvel, Dist.-Raigad, and bounded as follows; i.e. to say:

On or towards the North by ... Gat No.-26/2

On or towards the South by : Gat No.-20, 22

On or towards the East by : Gat No.-24

On or towards the West by : Gat No.-5/9, 5/11

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ANNEXURE - G



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C' [See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration P52000009416

Project: Konnark Gardens, Plot Bearing / CTS / Survey / Final Plot No.: 26/5 at Chindharan, Panyel, Raigarh/41

1. Mr./Ms. Ninath Bhausaheb Shingade son/daughter of Mr./Ms. Bhausaheb N Shingade Tensil: Thane, Thane, Pin: 400614, situated in State of Mahareshtra.

2. This registration is granted subject to the following conditions, namely:

The promoter shall enter into an agreement for sale with the allottees;

The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashira Reak Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;

• The promoter shall deposit seventy percent of the amounts realised by the promoter in a segarate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used to his for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from 22/03/2017 and ending with 20/05/2021 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under.
- That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid Digitally Signed by Dr. Vasan's remanand Prabhu (Secretary, MahaRERA) Date:22-08-2017 13:08:15

Signature and seal of the Authorized Officer Maharashtra Real Estate Regulatory Authority

Dated: 22/08/2017 Place: Mumbal



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दस्त गोषवारा भाग-2 पयल5 वस्त क्रमांक:6030/2015

दस्त क्रमांक :पचल5/6030/2015 दस्ताचा प्रकार :-कुलमुखत्यारपत्र

अनु क्र. पक्षकाराचे नाव व पत्ता

नाव:निलेश नामदेव भामे --पत्ता:-, -, शॉप नं 32 ते 38,ज्ञानेश्वरी बिल्डींग, न्यू सावारा समुह सी.एच.एस.लि.,प्लॉट नं बी-2बी,से-12,खारघर नवी मुंबई, -, -, क्रःआऱ्य्ः आऱ, MAHARASHTRA, RAIGARH(MH), Non-Government पॅन नंबर:AGAPB7495G

नाव:कोणार्क डेव्हलपर्स तर्फे प्रोप्रायटर निनाध भाऊसाहेब शिंगाडे --पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: शॉप नं 32 स्वाक्षरी:-ते 38,जानेश्वरी बिल्डींग,न्यू सातारा समुह सी.एच.एस.लि.,प्लॉट नं वी-2बी,से-12,खारघर नवी मुंवई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, RAIGARH (MH). पैन नंबर:BQIPS6202H

पक्षकाराचा प्रकार पॉवर ऑफ़ अटॉनी होल्डर वय:-33 स्त्राक्षरीः HE SUD कुलमुखत्यार देणार वय:-25

वरील दस्तऐवज करुन देणार तथाकथीत कुलमुखत्यारपत्र चा दस्त ऐवज करुन दिल्याचे क्युल करतात. शिक्का क्र.3 ची वेळ:29 / 09 / 2015 04 : 52 : 55 PM

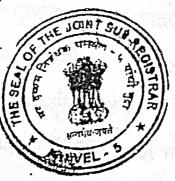
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु पक्षकाराचे नाव व पत्ता 骄.

नाव:सुशील जाधव -वय:26 पत्ताःसे-12 खारघर पिन कोड:410210

नाव:रोह्ण सणस - -पत्ताःGḥanạsoli पिन कोड:400703

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स्वाक्षरी

छायाचित्र

प्रमाणित करणान वर्ग गर्ग मदर दस्ताम एक्सण पान अहात. प्रकार क. क्रमांः हः

रत द्रायम स्थिपन

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अंगठयाचा उसा

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