# THIS AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai this
day of February, 2024 BETWEEN MR. NITIN KANTILAL GANDHI age 69
years (PAN NO. ACGPG0805K AND AADHAAR CARD No) and
MR. UTSAV NITIN GANDHI age 31 years (PAN NO. AMRPG3882D AND
AADHAAR CARD No) both are adult, Indian Inhabitant are residing
at Plot No. 520, 4th Floor, Utsav Building, 12th Road, Near Cosmos, Bank, Chembur,
Mumbai 400 071 hereinafter referred to as the "VENDORS" (which expression
shall unless it be repugnant to the subject, context or meaning thereof be deemed to
mean and include their heirs, executors, administrators and assigns) of the ONE
PART; AND (1) MR. SATYA PRABHAT PRABHAKAR age 58 years (PAN
No. AAAPP7047G and AADHAAR CARD No. 513031871445 (2) MRS.
SWASTIKA PRABHKAR w/o SATYA PRABHAKAR aged 54 years (PAN
NO. ASQPP828P and AADHAAR CARD No. 817872570107) are adults, Indian
Inhabitants, presently residing at Sector-8, 1201, Yugandhara, Vasundhara-II, Plot
3/14, Kharghar, Raigad, Pin Code 410210 hereinafter referred to as the
PURCHASERS" (which expression shall unless it be repugnant to the subject,
ontext or meaning thereof be deemed to mean and include their heirs, executors,
dministrators and assigns) of the SECOND PART.

The Vendors, and the Purchasers, the parties hereto, are referred to in this Agreement, individually as a "Party" and collectively as "Parties"

# WHEREAS:

A. One M/s. Good Relation Co-operative Housing Society Limited, a Co-operative housing society registered under the Maharashtra Co-operative Societies Act, 1960 bearing registration no. BOM/HSG/5718 of 1979,

#### WITHOUT PREJUDICE DRAFT AGREEMENT FOR SALE

hereinafter referred to as 'the said Society' is seized and possessed of and otherwise well sufficiently entitled to as owner of a piece or parcel of land bearing CTS No. 396, Borla Village, Survey No. 44, Hissa No. 6, admeasuring 836 sq.mtrs and CTS No. 398, Survey No. 44, Hissa No. 9, Borla Village admeasuring 1550.70 sq.mtrs in the registration district and Sub-District of Bandra, Mumbai and which is more particularly described in the First Schedule hereunder written and hereinafter referred to as 'the said property'. The copy of the extract from the Property Register Card in respect of the said property reflecting the name of the said society as owners of the said property is annexed hereto as "Annexure-A".

- B. The said society originally had 16 members. The said society was desirous of developing the said property by construction of a residential complex on the said property to house its members by utilizing the plot potential of the said property. However, due to the lack of expertise and funds the said society was not in a position to undertake the development work on its own. Hence, the said society decided to assign the development work of the said property to a competent developer who would develop the said property by utilizing the full and complete plot potential thereof and provide for the members of the said society self-contained flats in the new building/s to be constructed on the said property and the balance area/flats would be available to the developer for sale in the open market.
- C. The said society had applied to the competent authority under the Urban Land Ceiling Act for exempting the said property from the provisions thereof and the said authority issued an Exemption Order dated 05.02.1979 bearing no. CHS-077/2 thereby exempting the said property from the provisions of Urban Land Ceiling Act. The competent authority also issued a corrigendum dated 23.02.96 to the said exemption order therein permitting the said society

TRABHAT PD.

- J. By an Permanent Alternate Accommodation Agreement ("PAAA") dated 24th June, 2021 registered sub Registrar Kurla -1 bearing registration no. KRL-1-9614 -2021 (the said "PAAA Agreement") made between M/s "Skyrise Enterprises" the partnership firm, therein and hereinafter referred to as "The Developers" of one part and Vendors herein and therein referred to as the "The Members" of the other part of the Society on the vacant plot known as That "GOOD RELATION CO-OPERATIVE HOUSING SOCIETY LTD, The Developers allotted to the Vendors residential Flat bearing No, 902, 9th Floor, in the Wing "C" in the new building proposed named known as "Good Relations C Wing Society" having carpet of 64 square meters, 688 square feet carpet area, situated at all that piece or parcel of land bearing CTS No. 396, Borla Village, survey no. 44, Hissa No.6, admeasuring 836 square meters and CTS No. 398, Survey No. 44, Hissa No. 9, Borla Village admeasuring 1550.7 square meters, in the registration district and Sub District of Bandra and Mumbai (hereinafter referred as said "Flat") along with one car parking ("car parking") on the terms and conditions recorded therein. Hereto annexed and marked  $\underline{\textbf{Annexure-E}}$  is a copy of the Permanent Alternate Accommodation Agreement dated 24th June, 2021. After the completion of the building possession of the said flat along with said one car parking was handed over by the Developer to the Vendors herein and the Vendors are now in peaceful occupation and possession of the said flat and car parking.
- K. The Vendors are now seized and possessed of or otherwise well and sufficiently entitled to residential Flat bearing No, 902, 9th Floor, in the Wing "C" in the new building proposed named known as "Good Relations C Wing Society" having carpet of 64 square meters, 688 square feet carpet area, situated at all that piece or parcel of land bearing CTS No. 396, Borla Village, survey no. 44, Hissa No.6, admeasuring 836 square meters and CTS

No. 398, Survey No. 44, Hissa No. 9, Borla Village admeasuring 1550.7 square meters, in the registration district and Sub District of Bandra and Mumbai (hereinafter referred as said "Flat") along with one car parking ("car parking") on the terms and conditions recorded therein.

- L. The Purchasers have verified and accepted the title of the said flat and have agreed to purchase and acquire from the Vendors, the said Premises together with all right, title and interest of the Vendors herein, free from all encumbrances and reasonable doubts for a Total Consideration of Rs. 1,53,60,000/- (Rupees One Crore Fifty-Three Lakhs and Sixty Thousand) ("sale consideration").
  - 1.Total Cost of the Flat: 1,53,60,000/- (subject to 0.75% T.D.S)
  - 2.Less paid in cheque Rs.16,60,000 (prior to the Execution of Agreement for Sale) -----

Balance Rs.1,37,00,000/- (from Bank Loan to be obtained by Purchaser)

M. The Purchasers have agreed to purchase and acquire from the Vendors the said flat and all their ownership right, title and interest therein, free from all encumbrances and reasonable doubts of whatever nature to which the Vendors have agreed upon the terms and conditions recorded hereinafter.

NOW THIS AGREEMENT WITNESSET HAS UNDER AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. In consideration of here above recited in agreement and in the premises the Vendors intend to transfer, assign, sell and convey all that right, title and interest in the said flat together with occupancy rights on ownership basis in respect of the said flat free from encumbrances and reasonable doubts together in the said plot more particularly described in the schedule hereunder written and the Purchasers herein doth hereby agree to hold

## WITHOUT PREJUDICE DRAFT AGREEMENT FOR SALE

right, full power and absolute authority to sell and transfer the said Premises to the Purchasers.

- The Vendors covenants with the Purchasers that they have not created any charge or encumbrance of whatsoever nature in respect of the said Premises nor are the same the subject matter of any litigation nor are the same or any of them attached/ attachable in the execution of any decree nor has the Vendors created any tenancy or leave and license or lease or charge, mortgage, encumbrance or any right in favour of any third party in respect of the said Premises. The Purchasers have verified and accepted the title of the said flat and said shares.
- 12. The Purchasers shall be entitled to become members of the proposed society which shall be formed by the members of the proposed society and Purchasers of the premises in the said proposed building known Good Relations C Wing Society.
- 13. The Vendors hereby agreed to indemnify and keep the Purchasers indemnified against third party claims in respect of the title of the Vendors to the said premises and all expenses or cost as the Purchasers may incur on such account.
- 14. The stamp duty, registration charges and all other charges in respect of this Deed of Sale and Transfer and other charges shall be borne and paid by the Purchasers as mentioned in para "L" of this agreement.

## THE FIRST SCHEDULE OF ABOVE REFERRRED TO

All that piece or parcel of land bearing CTS No. 396, Borla Village, survey no. 44, Hissa No.6, admeasuring 836 square meters and CTS No. 398, Survey No. 44, Hissa No. 9, Borla Village admeasuring 1550.7 square meters, in the registration district and Sub District of Bandra and Mumbai and bounded as follows:

On or towards the North: By properties bearing survey no. 44, Hissa no. 5

## WITHOUT PREJUDICE DRAFT AGREEMENT FOR SALE

On or towards the South: By properties bearing C.T.S No. 399 and 400

On or towards the East: By properties bearing C.T.S No. 395,402 and 401

On or towards the West: By properties bearing C.T.S No. 395,397 & 389

### THE SECOND SCHEDULE OF ABOVE REFERRRED TO

("The said Flat")

Residential Flat Bearing No, 902, 9th Floor, in the Wing "C" in the new building proposed named known as "Good Relations C Wing Society" having carpet area of 64 square meters/688 square feet carpet area, (hereinafter referred as said "Flat") along with one car parking ("car parking")

# THE THIRD SCHEDULE OF ABOVE REFERRED TO

("The sale consideration")

- 1. Total sale consideration is Rs 1,53,6,0000/- (Rupees One Crore Fifty-Three Lakhs and Sixty Thousand)
- 2. Sum of Rs. 16,60,000/- (Sixteen lakh sixty thousand only) shall be paid to the Vendors at the time of execution of the Agreement,
- 2. Rs. 1,37,00,000/- (One crore thirty-seven lakh only) shall be paid through Bank Loan to the Vendors on or before \_\_\_\_\_

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their respective hands the day and year first h	are in-large mercunity set and subscribed
SIGNED AND DELIVERED by the	ereinabove written.
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MR. NITIN KANTILAL GANDHI	)
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in the presence of:	)
	)
MR. UTSAV NITIN GANDHI	) (X)
PAN NO. AMRPG3882D	) 40
in the presence of:	) >
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2.	The state of the s
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1) MR. SATYA PRABHAT PRABHA	AKAR)
PAN NO. AAAPP7047G	)
300	)
in	)
2) MRS. SWASTIKA PRABHKAR	)
w/o SATYA PRABHAT PRABHAI	KAR)
W/0 SATYA PRABHAT TRABHA	4
PAN NO. ASQPP828P	)
	)
In presence of	)

2.

#### RECEIPT

RECEIVED the day and year first hereinabove written of and from the withinnamed Purchasers Rs.16,60,000 /- (Rupees sixteen Lakhs and Sixty Thousand only) with following break up

Rs 10,00000/- (Rupees ten Lakhs only Cheque no "086647" SBI, BARC dated 8.1.2024
Rs 5,44,800/- (Rupees five lakh forty-four thousand eight hundred only) Cheque no \_\_\_\_\_
Rs 1,15,200/- (Rupees one lakh fifteen thousand two hundred only) by way of TDS deposit

Total- 16,60000/- (Rupees sixteen Lakhs and Sixty Thousand only)

being the full consideration amount paid by the Purchasers in respect of the Premises in the following manner:

I say Received

MR. NITIN KANTILAL GANDHI

MR. UTSAV NITIN GANDHI

3	TO THE RESERVE TO THE
Certificate No. 8	SHARE CERTIFICATE
Good Relation Co-oper Give	No. of shares
Housing Society Ltd.  Regd. No. BOM/H.S.G. / 5718 of. 12/01/1979  Bots Visign. N. G. Acherja Marg. Govand (E), Munical - 40, 038	Good Polation Co-operative Housing Society Ltd.
THIS IS TO CERTIFY that Shri / Smil.  Nilin Gandhi (117 cay Gandhi  A Roberton Conserving	Regd. No. BOM / H.S.G. / 5718 dt. 12/01/1979  Regd. No. G. Acharya Marg. Govandi (E), Mumbai - 400 088.  Borla Village, N. G. Acharya Marg. Govandi (E), Mumbai - 400 088.
Member of Good Relation Co-operative Housing Society Ltd. Bldg. No	THIS IS TO CERTIFY that Shri/Smt. Nitin Gandhi & Ut. sav Gandhi
Flat No is the Register Holder of is the Register Holder of iully-paid up	Member of Good Relation Co-operative Housing Society Ltd. Bldg. No.
sharesnumbered from 36 to 40 of Rupees FIFTY each in the above named society	Flat No is the Register Holder of 5(FIVE) fully-paid up shares
subject to Bye - Laws thereof.  Given under the Common Seal of the Said Society	numbered from 36 to 40 of Rupeer the TY each evide above
2t Mumbai this 15 TH TAN 1991	named society subject to Bye - Laws thereof.
235. 250/- (-1   55:- 35	Rs. 250/-
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Committee Member Surr. Secretary	Sthe bhare Brands-
	Committee Member Gent Secretary



# BRIHANMUMBAI MUNICIPAL CORPORATION

OCCUPATION CUM BUILDING COMPLETION CERTIFICATE UNDER REG. 11(6) OF DCPR 2034 AND FULL OCCUPATION UNDER DEG. 11(7) (11(6) OF DCPR 2034 AND FULL OCCUPATION UNDER REG. 11(7) /11(8) OF DCPR 2034

[CHE/ES/1843/M/W/337(NEW)/OCC/1/New of 30 August 2023]

5hri Nitin Gandhi Partner of M/s Skyrise Enterprises C .A to Owner Shri Nitili Gallati. - A Company of the Company of

Dear Applicant,

The Full development work of Residential building comprising of Stilt + 1st to 9th upper floors on plot bearing CTS No. 396, 398 of village BORLA-E at Nearby Govandi Railway Station is completed under the supervision of Shri. B H Wadhwa, Architect , Lic. No. CA/82/7288 , Shri. Kanaiyalal Hundraj Motwani , Structural Engineer, Lic. No. STR/M/17 and Shri. Chhaganlal P Chheda , Site supervisor, Lic.No. C/5/SS-I and as per development completion certificate submitted by Architect and as per completion certificate issued by Chief Fire Officer u/no. CHE/ES/1843/M/W/337(NEW)- CFO/1/New dated 27 April 2023. The same may be occupied and completion certificates submitted as sighted above are hereby accepted.

#### Copy To :

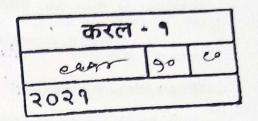
- 1. Asstt. Commissioner, M/E Ward
- 2. A.A. & C. , M/E Ward
- 3. EE (V), Eastern Suburb
- 4. M.I., M/E Ward
- 5. A.E.W.W., M/E Ward
- 6. Architect, B H Wadhwa, A 1 Wadhwa Bunglow CTS No 1210 of 10th Road Behind Jain Temple Chembur Mumbai 400071 For information please

umbai 1

Digitally signed by NARENDRA MADHUKAR KOTKAR Date: 30 Aug 2023 14:12:41 Organization :Brihanmumbai Municipal Corporation gnation :Executive Enginee

Yours faithfully Executive Engineer (Building Proposal) Brihanmumbai Municipal Corporation

M/E Ward



PERMENENT ALTERNATE ACCOMODATION AGR

THIS AGREEMENT made at Mumbai on this 2 bit day June 2021

JA W

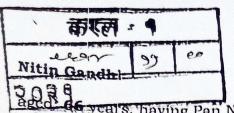
## BETWEEN

M/S. SKYRISE ENTERPRISES, a partnership firm carrying on business at Nazareth House, Plot No. 55, 14th Road, Chembur, Mumbai 400 071 through its duly authorized partner Mr. Jeet Bharani, hereinafter referred to as "Developers" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partner or partners for the time being and their heirs executors and assigns) of the First Part;

AND

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aged 66 years, having Pan Number: ACGPG0805K

residing at Plot no. 520, 4th Floor, Utsav Bldg, 12th Road, Near Cosmos

Bank, Chembur, Mumbai - 4 00 071.

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### Utsav Nitin Gandhi

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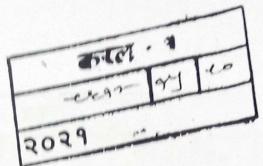
aged: 31 years, having Pan Number: AMRPG3882D residing at Plot no. 520, 4th Floor, Utsav Bldg, 12th Road, Near Cosmos

Bank, Chembur, Mumbai - 4 00 071.

a member of Good Relations Co-operative Housing Society Ltd., hereinafter referred to as the "Member/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/ her heirs, executors, administrators and assign) of the Second Part;

AND

Medical Relative Co-operative Housing Society Limited hereinafter referred to as the Society are owned, seized and possessed of or otherwise entitled to a piece or parcel of land bearing CTS No. 396, Borla Village, Survey No. 44, Hissa No. 6, admeasuring 836 sq.mtrs and CTS No. 398, Survey No. 44, Hissa No. 9, Borla Village admeasuring 1550.7 sq.mtrs in the registration district and Sub- District of Bandra, Mumbai and which is more particularly described in Schedule A hereunder written and hereinafter referred to as the said property.



M. As per the said Development Agreement read with the said 2<sup>M</sup> Supplementary Agreement, and in consideration of the Member herein having given his consent for the development of the said property, the Developers have now allotted to the Member/s on ownership basis Flat No. 902 on the 9th Floor of Wing "C" constructed on the said property No. 902 on the 9th Floor of Wing "C" constructed on the said property.

N. The Member/s has accepted Flat No. 902 on the 9th Floor of Wing "C" constructed on the said property from the Developer towards his entitlement as per the development agreement read with the 2nd supplementary agreement. The Flat allotted by the Developers to the Member/s is shown on the plan hereto annexed as Annexure 'D' surrounded by red colour boundary line.

The Principle of the dated 26th November 2011 issued by Advocate Mr. Advocate, High Court certifying the title of the society and rights of the Developers is annexed hereto as Annexure to property card, pertaining to the said property are annexed hereto as Annexure "F"

P. The Member/s has demanded from the Developers and the Developers have given inspection to the Members of all the documents relating to the title of the said land, the said ULC order, Development Agreement, Supplementary Agreement, Floor Plans, design specification prepared by the Developer's Architect M/s. B. H. Wadhwa & Co., and other such documents as specified in Maharashtra Ownership Flats (Regulation of





promotion of Construction, Sale, Management and Transfer) Act, 1963 thereunder.

- Of the Indian Registration Act.

  Oevelopers are required to execute presents and the same is required to be registered until the presents and the same is required to be required to be required to be registered until the presents and the same is required to be requir
- pevelopers for the new flat, the value thereof is arrived at Rs. 28.25.000/ on the basis of cost of construction thereof and accordingly a stamp duty of Rs. 1.41,500/- is being paid on these present.
- S. In the circumstances aforementioned, the parties hereto are entering into these presents in the manner hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

The Developers are constructing a residential complex to be known as "Good Relation" comprising of one residential buildings having 3 wings, A and B wing comprising of stilt plus 7 upper floors and C wing comprising of Stilt + 9 Upper floors on the said property bearing CTS No. 396, Borla Village, Survey No. 44, Hissa No. 6, admeasuring 836 sq.mtrs and CTS No. 398, Survey No. 44, Hissa No. 9, Borla Village admeasuring 1550.7

and which is more particularly described in the Schedule hereund a written in accordance with the plans, specifications and design

approved / that may be approved by the Municipal Corporation from time to time. The Member/s have seen and approved the building plans sanctioned by Municipal Corporation with such variation and modification or amendments as the Developers may consider necessary or that may be required by Municipal Corporation or other authorities provided that in case such variations or modifications /amendments adversely affect the location or area of the flat agreed to be purchased by the Member/s, then the Developers shall obtain prior consent of the

in respect thereof.

The Developers have lilotted to the Member/s and the Member/s has accepted from the Developers Flat No. 902 having a carpet area of 64 sq. mtrs. Equivalent to L38 Sq FL CARPET Area on the 9th Floor of Wing "C" in residential complex known as "Good Relation CHS" (hereinaster referred to as the "said new slat") and shown on the floor plan hereto annexed as Annexure "D" surrounded by red colour boundary line absolutely free of cost along with 1 Car Parking and in consideration for the consent given by the member under the said Development Agreement. The entire extent and description of the common areas limited common area, facilities as well as the list of amenities to be provided in the said new flat are set out in Annexure 'G' hereto.

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# SCHEDULE A

All THAT piece or parcel of land bearing CTS No. 396, Borla Village, admeasuring 836 sq. mtrs and CTS No. 398, Borla Village admeasuring 1550.7 sq. mtrs in the registration district and Sub- District of Bandra, Mumbai and Bounded as follows:

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On or towards the North : By properties bearing Survey No. 44

On or towards the South : By properties bearing C.T.S. No. 399

On or towards the East

: By properties bearing C.T.S. No. 395

On or towards the West

: By properties bearing C.T.S. No. 395,

#### SCHEDULE B

Flat No 902 Admeasuring 688 Sq Ft. carpet area equivalent to 64 Sq mtr fairfet Area on the 9th floor in Wing C of Good Relation Co-operative housing society along with 1 Car Parking.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands to this writing the day and the year first hereinabove written.

Signed Sealed and Delivered by The withinnamed Developers Messrs Skyrise Enterprises Through its partner

Shri. Jeet Bharani







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SATYA P. PRABHAKAR

SWASTIKA PRABHAKAR

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