

WHEREAS the TRANSFEROR herein are well seized and possessed of or otherwise sufficiently entitled to a Commercial Shop on Ownership Basis being Shop No. 24, Ground Floor, admeasuring Built up area of 305 sq.ft. situated at "EMRALD PLAZA, BLOCK-1" Co-operative Housing Society Ltd., in "HIRANANDANI MEADOWS", Village Majiwade, Near Pawar Nagar, Thane. and within the limits of municipal corporation of city of Thane, bearing Survey No. 342 (part). For the brevity it may be referred to hereinafter as "THE SAID SHOP" and is more particularly described in the First Schedule herein under written)

And whereas the TRANSFEROR is member of "EMRALD PLAZA, BLOCK-1" Co-operative Housing Society Ltd., In "HIRANANDANI MEADOWS", Village Majiwade, Near Pawar Nagar, Thane., Building & Registered under Maharashtra Co-operative Societies act, 1960. and virtue thereof he is registered holders of five fully paid shares of Rs. 50/- each bearing Certificate No. ____ and Distinctive Share No. from ____ to ___ (both inclusive) and are valid & Subsisting subject to the provisions contained in the Bye-laws of the aforesaid Society (for the sake of brevity the said "EMRALD PLAZA, BLOCK-1" Co-operative Housing Society "HIRANANDANI MEADOWS", Village Majiwade, Near Pawar Nagar, Thene., is referred hereinafter as "THE SAID SOCIETIES, whomas the adoles eferred Shares allotted to the said TRANSFER OR is hereinaner refer "THE SAID SHARES". Exhibit "A" AND WHEREAS

BHURALAL SAVJI PATEL, herein from the vendou bereof panely
M/s. HIRANANDANI PROPERTIES PRIVATE LIMITED, a
company, by an Agreement for Sale dated 05/02/2004 (referred hereinafter
"THE SAID FIRST AGREEMENT") on the terms and conditions
contained therein. The Said Agreement Registered in Thane Sub-Registrar

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Office, Thane on 12/02/2004 vide Registration No. 01066-2004 Dt. 12/02/2004.

- the said agreement for sale and also have paid full consideration price in respect of said Shop and in appreciation thereof the said Vendor handed over peaceful, vacant, possession of the said Shop to the TRANSFEROR herein and they are in use, occupation and exclusive possession of the said Shop without any interruption or hindrance.
- Housing Society "EMRALD PLAZA, BLOCK-1" Co-operative
 Housing Society Ltd., In "HIRANANDANI MEADOWS", Village
 Majiwade, Near Pawar Nagar, Thane. Said shares which shares have
 been issued / delivered by the said society to the said TRANSFEROR on
 the ______. (Photocopy attached hereto as Exhibit'A')
- iv) The said membership of the "TRANSFEROR" herein is still valid and subsisting and by virtue thereof the said TRANSFEROR is deemed allotted the said Shop by the said Society subject to the provision contained in the registered Bye-Laws of the said Society.

AND WHEREAS the TRANSFEREE have agreed to acquire by purchase the legal ownership rights of said Shop and talk the said shoes in consideration of payment of Rs. 12,00,000/TRANSFEROR have agreed to the his all that right interest in the said Shop & shares thereof unto be TRANSFEREE herein subject to terms & conditions as stated herein below.

HEREBY AGREED BY AND BETWEEN THE PARTIES FERETONS FOLLOWS:

TRANSFEROR

TRANSFER

herein both hereby agree to hold acquire & possess or purchase the same from the TRANSFEROR on what is popularly known as "Ownership basis".

- The TRANSFEROR have represented to the TRANSFEREE that:-
 - (i) The said Shop and the said Shares in respect thereof are free from all encumbrance & charges & the said Shop are absolutely & exclusively owned by the TRANSFEROR.
 - (ii) TRANSFEROR had raised loan against the said Shop and mortgaged the said Shop as a security for repayment of loan & the original title deeds & original copy of Share Certificate related to said Flat is in (Abhudaya Cooperative Bank, Savarkar Branch) Banks Possession & will be handed over to the TRANSFEROR on repayment made by the TRANSFERE BANK, while giving advance loan to TRANSFERE for TRANSFERE BANK to give all Original documents for Loan. (Details of such documents is stated in 2nd Schedule hereunder written)
 - (iii) The TRANSFEROR is not forbidden by any act or Rules or by provision of Bye-Laws of the said Society or Rules And Regulation framed there under or any legislation to transfer, assign, sell or assure or alienate the said Shares and the said Shop to the TRANSFEREE.
 - (iv) The TRANSFEROR has intimated the class bearers / Managing
 Committee of the said Society about their internation to transfer the said
 Shop & the said Shares
 - They further declare that which to this Agreement all their rights & benefits under the said Agreement belonging to the available to the TRANSFEROR to purchase & occupy the said Shop will hereafter belong to and be available to the TRANSFEREE as if the said Agreement was entered into by and between the said Free Purchase & or respective buyers & the TRANSFEREE herein in place of the

TRANSFEROR

8/00

TRANSFEROR as Shop Purchaser.

- (vi) At the request of the TRANSFEREE, the TRANSFEROR undertakes to procure a No Objection Certificate from the Managing Committee of the said Society duly agreeing to note the lien of Financial Institute from where the TRANSFEREE proposes to avail Mortgage loan to Complete the Purchase by mortgaging the said Shop as a security for repayment. (for the sake of brevity it be referred to as "THE SAID N.O.C.") & the TRANSFEROR agrees to procure the said N.O.C.
 - (vii) The TRANSFEROR have disclosed nature of title and given inspection of the documents in his possession relating to said Shop & nothing is concealed there from and undertake indemnify the purchaser if they suffers or incurs any liability or loss on the ground that the payment is wrongly made to him the TRANSFEROR & further undertake to make good the loss, cost & charges that TRANSFEREE may suffer on account of paying for agreed consideration under this Agreement in respected said Shop.
- 3. The TRANSFEROR is aware that relying on the said representation, the TRANSFEREE have agreed to execute & complete the purchase as contemplated under this agreement.
- 4. The TRANSFEROR have agreed to transfer, and the TRANSFEROR the said Shop and incidental thereof for the total consideration price of Rs. 12,00,000/(Rupees Twelve Lakhs Only) in Part by part payment which is payable by the TRANSFEREE herein to the TRANSFEREE herein t

	in to the TRANSFERORS herein in sanner as under:
a) Rs. 5,00,000/-	(Rupees Five Land of THE State of State
Andrew School	Branch (Part Payment for
b) Rs. 7,00,000/-	Reimbursement of Loan taken by TROUSE CROR.
त्भरायाम रेमप्र	(Rupees Seven Lakus Only) Loan from Financial

TRANSFEROR

Institute. (At the time of Possession)

(Subject to Realisation of Cheque)

MODE OF PAYMENT SHALL BE AN ESSENCE OF CONTRACT.

It is explicitly agreed by and between the parties hereto that the TRANSFEROR shall deliver vacant & peaceful possession of the said Flat together with the original title deed on the day of receiving final part payment of Rs. 7,00,000/- as stated in clause 4 (b) here above and whole payment as stated in clause 4 (a) & 4 (b). If the payment is not received within Sixty days period from the date of agreement, the said agreement will be void and the expenses incurred will be reimbursed by TRANSFEREE.

- 5. It is further agreed by and between the parties hereto that the TRANSFEROR shall procure the said N.O.C. at their own cost, however the entire cost of transferring the said Shop and the said shares viz. Transfer fees or Premium payable to the said society will be equally shared by TRANSFEREE & TRANSFEROR.
- 6. It is also agreed by & Between the parties hereto that full and final payment of the consideration price stated in clause 4(a) & (b) hereinabove either paid directly, or advanced through a financial institution by way of Mortgage loan as aforesaid.
- 7. The sale as contemplated under this agreement deemed complete & the TRANSFEREE shall be deemed as absolute owner of the said Shop and be entitled to or deemed to be the absolute holder of the said shares in respect of the said Shop.
- 8. The TRANSFEREE shall be entitled to get themselves explied as a member of the said Society and further he will be entitled to get transferred to their account or their names all such amounts lying deposited with the said Society including the amount of Electricity and Water deposits, amount of Sinking Fund, amount of Share Money without any claim or objection of whatsoever nature from TRANSFEROR and for any other person or persons acting under

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the TRANSFEROR lawfully and / or equitably.

- 9. This agreement shall always be subject to provisions contained in the registered Bye-Laws of said Society; read with amendment if any & the TRANSFEROR undertake to sign & delivery prescribed forms & documents as annexed thereunder to effectually transfer the said shares & the occupancy right & title of said Shop to the name of the TRANSFEROR.
- 10. The TRANSFEROR declares and confirms that they and / or any person or persons acting on or their behalf have not created any type of encumbrances or third party rights or charges in & over the said Shop and /or any part thereof and the same are free from all/ any encumbrances and the TRANSFEROR herein undertakes to indemnify and keep indemnified the TRANSFEREE herein against any loss, costs, charges & expenses the TRANSFEREE may incur, or suffer on account on any claim being made and established by any person or persons or body or institute found interested in the said Shop more particularly described in the 1st schedule hereunder written, or any part thereof.
 - 11. The TRANSFEROR have retrieved the Earlier Agreement dated 05/02/2004 from sub-Registrar's office after completion of formalities & /or removal of objections including payment of deficit stamp duty & registration fee difference & the TRANSFEREE has inspected the said document.
 - 12. The TRANSFEROR undertakes to pay all the united outgoings in respect of the said Shop till the date of giving physical, variant consession of the said Shop & the TRANSFEREE undertakes to pay the same thereafter.
 - 13. The TRANSFEREE herein themselves enrolled as member of the society and shall abide by the rees and regulations and by laws of the said society without committing any break of the same.
 - 14. It is agreed that as and when this Agreement is logged for Registration the TRANSFEREE shall lodge the same for registration and the TRANSFEREE undertakes to attend the office of the concerned Sub-Registrar of assurance, and admit execution thereof without any objection or demand.

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- 15. All expenses pertaining to the Stamp Duty, Registration Charges as well as professional Charges for this indenture are to be borne by TRANSFEREE.
- 16. It is explicit agreed by the TRANSFEROR that this Agreement annuls any such agreement – if any –nomination, will or any such similar writing that the TRANSFEROR might have executed in favour of any such third party or person or institution whosoever, save and except executed with the TRANSFEROR.
- 17. This Agreement shall always be subject to provision contained in the Maharashtra Co-operative Societies Act, 1960 & /or rule, 1961.

The content of this Agreement are read over to the parties herein in their vernacular and they have fully understood the same, the parties hereto IN WITNESS WHEREOF have hereunto set and subscribed their respective hands or signatures hereinabove on the day & year first hereinabove written.

THE FIRST SCHEDULE OF THE PROPERTY REFFERED TO ABOVE:

(Read with Exhibit)

All that a Commercial Shop, being being Shop No. 24, Ground Floor, admeasuring Built up area of 305 sq.ft. situated at "EMRALD PLAZA, BLOCK-1" Co-operative Housing Society Ltd. In "HIRANANDANI MEADOWS", Village Majiwade, Neap Paragrama nane. Within the Registration and being at Revenue Village, Mariwade District Virginia in Taluka & Registration District Thane within the limits of Thane Municipal Corporation bearing Survey No. 342 (Part).

THE SECOND SCHEDULE REFFRRED A

Confirmation from the office bearers of said Society that office Share Certificate No. ____ bearing share distinctive No. from (both inclusive) is deposited with them (viz: if not delivered to TRANSE

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TRANSFEROR

SIGNED, SEALED & DELIVERED By	}
Withinsigned " TRANSFEROR"	3
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In the presence of	· · · ·
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2.	
SIGNED, SEALED & DELIVERED By	}
Withinsigned "TRANSFEREE"	3 42 4 8 1
MR. ASHOK RAMRAJ PAL	3 Sydiant
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TRANSFEROR	TRANSFEREE

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(Architect)	
Shri/Smi, भारत दिरानिधानी प्रापटीय पर कि	
Sir. (Owner)	
· ·	,
With actions	
With reference to your application No	
grant of commencement certificate under sections 45 8 69 of the Maharashtra Regional and Town	
in Village चित्रकतर मानिपाडी व माजिवेड केंद्रिटर	
Section No. 417 Word No cityland	
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the development permission / the commencement certificate is granted subject to the following conditions	
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2) No new building or part thereof shall be occupied or allowed to be occupied or parmitted to be used by any person until occupancy permission has been granted	
	·
3) The development permission / Commencement Certificate shall remain commencing from the date of its issue.	•
4) This permission does not entitle you to develop the land which the	
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- २०। मा आयुवत तो यांनी दे के के निर्देशित केलेल्या अटी आपणावर बंधनकारक राहतील.
- २१। दांधकाम सुरु करणेपुर्धी पोडीयमध्या गमनागमाना नाठी अन्नीशमन विभागकडील
- २२। वापरपरवानापुर्वी अन्नीप्राम विभागाकः नि नमुद करण्यात येणा-या स्वेतिपिव्यान नुसार पोडीयमचे काम पुर्व झाल्याबावत अन्नीप्रामन 'विभागाचा ना-हरकत दायला सादर
- को कोर्ट गारित पत्रामहरे भट के पहरिष्ठ या उत्लेख करण्यात आल अतुन त्या वेळी • ये के पहरि पे अता उरेक्य आयश्यक आहेश. याप्रमाणे तुथारणा दर्शायणा रे कोर्ट रिक्ता पांचे अ उन्लेख-अन्हरू कोता प्रमाणे पत्रापुर्वी पत्र सादर कराहे.
- २४) ७. ५ टरहे तुविध भुवंडावर प्रतावित वर्षर मंतुर करण्यात आलेका आहे परंतु

 Manner Of Development बाबत स्वतंत्र प्रस्ताव मा आधुक्त या वेकडे सादर करणे
 - २५। वापरपरवानापूर्व Water Harvesting 'पी तरतृद करणे आवश्यक
 - २६] Warmycultural करीता आरोग्य दिशाग ठा. म.मा. यारे कहुन प्रतात मान्य कस्त त्यानुसार काम पूर्ण करावे.

सावधान

धन् वकाशानुसार बांधकाम न करणे तसेण विश्वास नियंत्रण नियमावलीनुसार आध्यक त्या परवान्या न घेता बांधकाम वापर करणे, महाराष्ट्र प्रादेशिक व नगर रधना अधिनियमाचे कलम ५२ अनुसार दखलपात्र गुन्हा आहे. त्यासाठी जास्तीत जात ३ यपे केद व ह, ५०००/- दंह होज शकतो "



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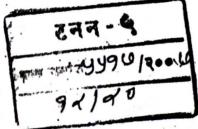
1), Dy. Municipal Commissioner-

Zone

2) E. E. (Enorchment)

3) Competent Authority (U. L. C.) for sec. 20, 21 & 22 If required

4) TILR for necessary correction in record of Land is affected by Road widering/reservatio.



To
M/s.Hiranandani Properties Pvt.Ltd.,
514, Dalamal Towers,
Nariman Point,
Mumbai 400 021.

Dear Sirs,

Re: All those pieces and parcels of land or grounds situated and lying at Villages Chitalsar Manpada and Majiwade, Taluka Thane, bearing Gut Nos.43/1, 43/2, 52/7, 52/8,52/9, 52/10, 52/11, 52/12, 52/13, 52/14, 56/6 (Pt) and 45 of village Chitalsar Manpada and Survey No./Hissa No. 166/1-A (Pt), 342(Pt), 166/1(Pt) of village Majiwade having an aggregate area of about 1,52,974.80 sq.mtrs. together with Transferable Development Rights in lieu of lands admeasuring 4,859.92 sq. mtrs. surrendered to the Thane Municipal Corporation for Road Widening (the Said Property).

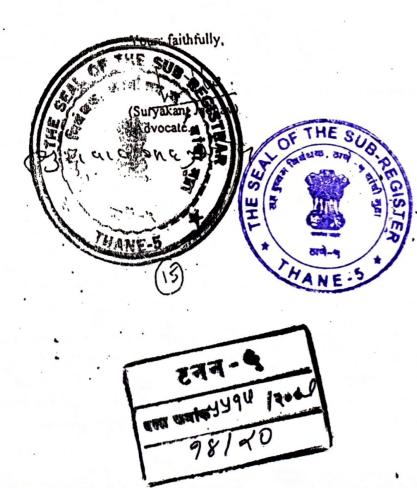
This is to certify that I have investigated the title of W.G. Forge & Allied Industries Ltd., (hereinafter referred to as "the Original Owners") to the Said Property and I have to state as under:-

- 1) The Original Owners were the Owners interalia of the Said Property situated at Villages Majiwade and Chitalsar Manpada as more particularly described hereinabove.
- 2) The Court Receiver, High Court, Bombay, was appointed as "the Receiver" in Bombay High Court, Misc. Petition No.475 of 1984 filed by Industrial Engages Sport of India and Another against the Said original Owners in respect of the associated movemble properties of the Said Original Owners, including the Said Property. The Court Receiver, pursuant to the directions given by the Hon'ble Court, paying interalia the Said Property of Sale.
- Accordingly, the Auction Sale of the assets of the Said Owners, including the Said Property was held and the Hon'ble Court vide its Order dated 11th December, 2002 confirmed the sale in fayour of M/s. Anand Agarwal & Associates and its nominees. The in become took on file the Affidavit of the said M/s. Anand Agarbal & Associates dated 100 comber 2002 in the Appeal No.617 in said Misc. Petition No. 15 1984 who this and the Properties Pvt. Ltd. as the Purchasers of the Said Property.



- 4) The Court Receiver, since then has received full purchase price payable under the said Auction Sale from the said M/s. Anand Agarwal & Associates and its nominees. The Court Receiver on 15th March, 2003, placed Hiranandani Properties Pvt. Ltd. in peaceful possession of the Said Property as recorded vide Possession Receipt dated 15th March, 2003.
 - Commissioner, Thane, The City Engineer, Thane, The Collector, the Secretary Revenue Department, Additional Collector and Competent Authority, Thane and 8 K.M. Peripheral Area etc., the Court Receiver, High Court Bombay, recorded the said fact of Hiranandani Properties Pvt.Ltd. being the Auction Purchasers of the Said Property and confirmed that Hiranandani Properties Pvt.Ltd. are entitled to submit plans, proposals and applications for development/sale/transfer of the Said Property and to utilise the full development potential thereof as may be available now and in future including TDR at their costs.
 - Subject to the above, I have found the title of the Original Owners to the Said Property as clear and marketable and free from any encumbrance with the said Hiranandani Properties Pvt.Ltd. being entitled to develop, sale and transfer the said Property.

Dated this 31 st day of October 2003.



Brochivo Engineer

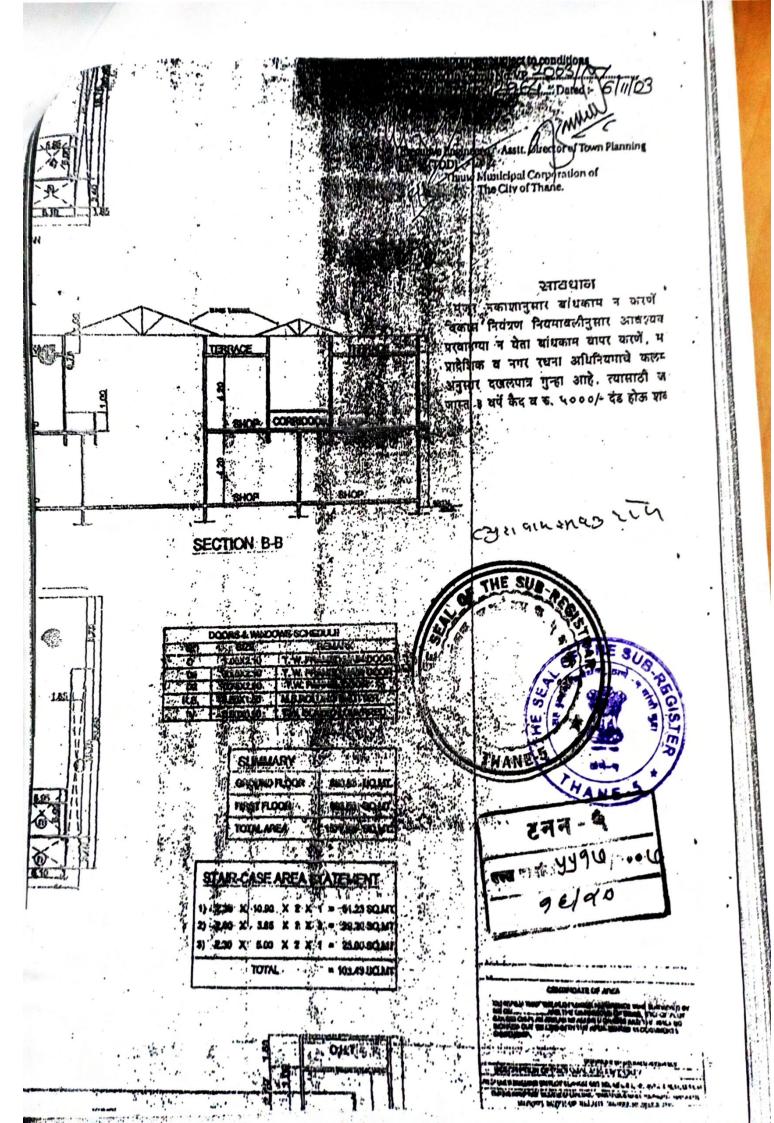
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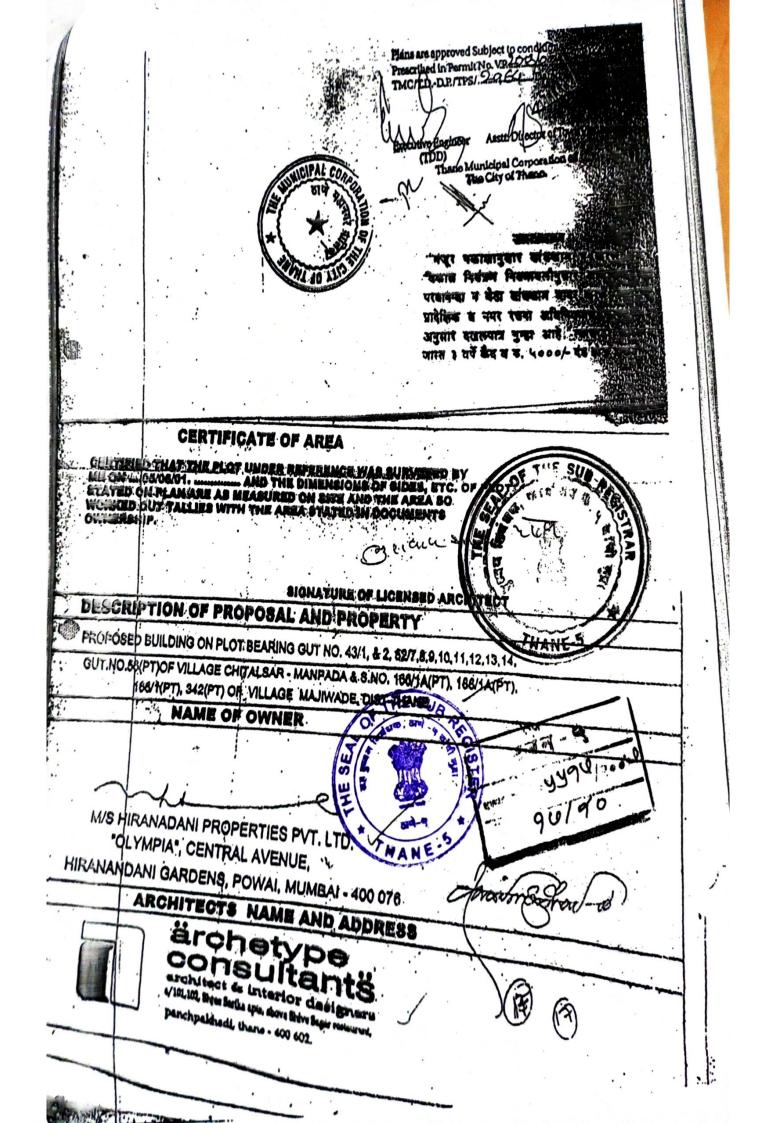
There Municipal Corporation of The City of These

ंभित्र पक्षामायुवार खांबवाम म करने उत्तेष विकास निवंत्रम निवंत्रश्रातीयुवार आवश्वका स्था परकारका म बेता खांबवाम कायर करने, महाराष्ट्र प्रापेशिक स भगर रक्षता अधिविद्यक्षते करून ५२ अनुसार स्वारमधान युवा आहे. स्वाकाठी प्रास्तीत जास्त ३ वर्षे केंद्र स ४. ५०००/- इंड होड सकते "

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c MELADA SITE			- 1	<i>[]</i>
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TOTAL (a+b+c)	30457	20.	200	
BALANCE AREA OF PLOT (1-2)	USQ17	The same of the sa	E-0	
7.5 % AMENITY OPEN SPACE	8881.			
NET AREA (3-4)	109168.		. 1	
10% ADDITIONAL R.G.	10918.			
NET GROSS AREA OF PLOT (4-5)	E 98249.	73		
	PLOT - A	PLOT - B	PLOT	PLOO · E
NET GROSS AREA OF PLOT	71326.31	14 44.64	1364.61	
DEDUCTIONS POR		100	100	- V .
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NET AREA OF PLOT (3-4)	60627.36	12107195	9744.92	1214.17
F.A.R. PERMISSIBLE AS PER APPENDIX'S TOTAL SULLT-UP		141140	-	1614.1
+ALEA PERMISSIBLE MAX, GROUND COVERAGE (PRACTION)	ONE	ONE	ONE	ONE
X MAX.NO. OF STOREYS	60627.36	18107.95	9744.92	1214.17
ADDITION FOR F.A.R. (TOTAL BUILT-UP AREA) PURPOSE	- Andrewski -	-	1	
100% OF SET-BACK AREA (17484.148Q. MT.)	13696.89	3514.25		275.00
AMENITY OPEN SPACE (8851.33 SQ.MT.)	8213.25	1918.08	720:00	1 610.00
ADDITIONAL R.C. (10916.64 SQ.MT.)	8796,71	2365.63	1751 20	





27/07/2007

दुय्यम निबंधका

दस्त गोषवारा भाग-1

टनन5

दस्त क 5517/2007,

9420

11:25:08 am

सह दु.नि.ठाणे 5

दस्त क्रमांक :

5517/2007

वस्ताचा प्रकार: करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

गांवः अशोक शमराज पाल - -पत्ताः घर/प्रलॅट नः थी-2/10/5, मिलेनिअम टॉवर,

पत्तः घर/प्रतिष्ट नः बी-2/10/5, मिलेगिअम टॉवर सामपाडा, नवी मुंबई गल्ली/रस्ताः -

हंगारतीचे नावः -हंगारत नं: -

पेत/वसाहतः -शहर/गावः-तालुकाः -

पिनः -पॅन नम्बरः - लिहून घेणार

यथ सही

Addalfy





2] नावः भुरालाल सावजी पटेल - -पत्ताः धर/फ़्लॅट नं: 3, हिलव्हयु सो, सावरकर नगर,

ठाणे गत्ली/रस्ताः -

गत्ला/रस्ताः ईगारतीचे नावः -

ईमारत नं: -पेट/वसाहत: ---शहर/गाव:-

तालुका: • पिन: • पॅन नम्बर: • लिहून देणार

यय 51

सही





Cy 21 a14 81 93 47 ch





टनन5

दरत क्रमांक (5517/2007)

20120

पावती क्र.:5735

दिनांक:27/07/2007

पावतीचे वर्णन

नांव: अशोक रामराज पाल - -

20410 :नॉदणी फी

400 :नफ्कल (अ. 11(1)), पृष्टांकनाची नक्क

(आ. 11(2)),

रुजवात (अ. 12) य छायाचित्रण (अ. 13) ->

एकत्रित फ़ी

पायती क्र.:5736 दिनांक:27/07/2007 पावतीचे वर्णन

नांव: अशोक रामराज पाल - -

:नोंदणी फी

दु. निबंधकाची सही, सह दु.नि.ठाणे 5

20810: एकूण

40

40: एकुण

ओळख:

खालील इसम असे निघेदीत करतात की, से दरसऐवज कफ़न देण व त्यांची ओळख पटवितात.

शिषका क्र. 1 ची येळ : (सादरीकरण) 27/07/2007 11:17 AM शिवका क. 2 ची वेळ : (फ़ी) 27/07/2007 11:23 AM

शिवका क्र. 3 ची वेळ : (कबुली) 27/07/2007 11:24 AM शिक्का क्र. 4 ची वेळ : (ओळख) 27/07/2007 11:24 AM

दरस नोंद केल्याचा दिनांक : 27/07/2007 11:25 AM

दरत क्र. [टनन5-5517-2007] चा गोषयारा

निष्पादनाचा दिनांक : 27/07/2007

दस्त हजर करणा-याची सही:

दस्ताचा प्रकार :25) करारनामा

दस्त हजर केल्याचा दिनांक :27/07/2007 11:17 AM

बाजार मुल्य :2044035 मोबदला 1200000 भरलेले मुद्रांक शुल्क : 102210

1) -- महेश पटेल ,घर/फ़्लॅट नं: 3, हिलव्हयु सो, सावरकर नर्ग गल्ली/श्रताः -

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

2) -- सुरेश इटकापल्ले ,घर/फ़्लॅट नं: बारुड वार्ड क्र 1, कंधार, नांदेड

गल्ली/ररता: -

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहतः -

शहर/गाव:-

तालुका: पिन: -

दु. निर्वेधकाची सही सह दु.नि.ठाणे 5





ीक्षि क्यांकावर नॉवला (एन. ऐम बाबळे ।

तह दुव्यय विवयक ठाणे 🤻 ५ मरोब 20 माहे 0 सम २००

प्रमाणीत करणेतं येते की या वस्तामध्ये 💆 थाने आहे.

सह, दुम्यम निवंशक ठाजें





