08/03/2021

द्य्यम निबंधक : दु.नि.पालघर

दस्त क्रमांक : 1681/2021

नोवंणी :

Regn:63m



गावाचे नाव: कुरगाव (प्रभाव क्षेत्र)

मुंबई. पिन कोड:-400037 पॅन ने:-CWMPM9106P

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

2735000

(3) वाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नम्द करावे)

1443000

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:पालघर इतर वर्णन :, इतर माहिती: मौजे कुरगाव ता व जि पालघर येथील नवीन सर्वे क्रमांक 14 /1 + 14/2/2 जुना सर्वे क्रमांक 14/1,वसुंधरा नगरी मधील आकाश कॉम्प्लेक्स,सदनिका क्रमांक 203,डी विंग,दुसरा मजला,क्षेत्र 32.23 चौ. मी. कारपेट हा या विक्री कराराचा विषय आहे((Survey Number : New S. 14/1 + 14/2/2 Old S. NO. 14/1;))

(5) क्षेत्रफळ

1) 32.23 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहन ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-मे एल एक्स एम आर्य इन्फ्रां तर्फे भागीदार श्री. गौरव डि पोकळे वय:-; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ऑफिस क्रमांक १०, गोकुळ गार्डन, ठाकूर कॉम्प्लेक्स, कांदिवली, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पिन कोड:-400101 पॅन नं:-AAEFL4699Q

1): नाव:-सुमित्रा शंकर माडल वय:-42; पत्ता:-प्लॉट नं: 3 ए - 43, माळा नं: ताल, इमारतीचे नाव: म्हाडा चावल

कोकारी आगार ट्रान्सीट कैंप ट्रक टेर्मिनाखोड, ब्लॉक तं नवीन 90 फीट रोड अंटोप हील, रोड नं: मुंबई, महाराष्ट्र.

(8)दम्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

05/03/2021

(9) दस्तापेवज करुन दिल्याचा दिनांक 🔨 10)दस्त नोंदणी केल्याचा दिनांक

08/03/2021

(11)अनुक्रमांक,खंड व पृष्ठ

1681/2021

(12)वाजारभावाप्रमाणे मुद्रांक शुल्क

109400

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

27350

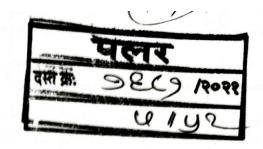
(14)शेरा

मृल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुल्यांकनाची आवश्यकता नाही कारण द्स्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील द्स्तप्रकारनुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.



Agreement for Sale

THIS AGREEMENT made at Boisar the 5th of 03, 2021

M/s. LXMI INFRA, a Partnership firm having its office at Shop No. 10, Shri Gokul Garden (G to N) CHS LTD. Opp. Vasant Pride, Thakur Complex, Kandivali (East), Mumbai 400 101 hereinafter referred to as "BUILDER/PRAMOTER" (which expression shall unless to be repugnant to the context or meaning thereof be deemed to mean and include his/her/their/its heirs, executors, assigns, legal representatives and administrators and assigns) of the ONE PART.

AND

Mrs. SUMITRA SHANKAR MADDAL Adult Indian Inhabitant/s/ having his/her/their address for the purpose of these presents at Room No 3, CHAWL NO A-43, GROUND FLOOR, MHADA CHAWL, KOKARI AGAR, TRANSIT CAMP, TRUCK TERMINAL ROAD, NEW 90 FEET ROAD, ANTOP HILL, MUMBAI-400037

as "The ALLOTTEE" (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 FIRST PART.

the Sub-registrar of Assurances, and Agreements to Sale executed between Mr. Tarkeshwar Rampratap Singh, as a Burchase and Original Owners of the Lands as the Owners, purchase into isa amongst others property at Village Kurgaon, Boisar Palghar, District Palghar admeasuring about 10,400 sq. mtrs. or their

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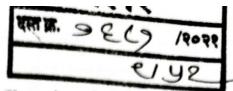
about he einafter called the "Said Large Lands" more particularly

described in the "FIRST SCHEDULE" written hereunder.

b) The said Owner namely Mr. Tarkeshwar Rampratap Singh were/are full, absolute and lawful owners of or otherwise well and sufficiently entitled to the "said property".

- c) By an Agreement for Development dated 16 March 2013 duly registered in the office of Sub-Registrar, Palghar, under Sr. No. PLR/2405/2013 (hereinafter referred as the Said Agreement for Development), the said owner namely Mr. Tarkeshwar Rampratap Singh has granted the Development Rights to the Builder to consume FSI of 5,114 sq. mtrs. out of 10,400 sq. mtrs. of the said Larger Land situated at Village Kurgaon, Boisar West, Taluka Palghar, District Palghar. The total FSI of 5,114 sq. mtrs. granted by the Owner to the Builder and FSI acquired by virtue of land conveyances, and additional FSI that might be acquired in future is situated on the plot of Land situated on part of New Survey No. 14/1+14/2/2 & Old Survey No. 14/1 admeasuring in aggregate area of 5,114 sq. mtrs. at Village Kurgaon, Boisar, Taluka Palghar, District Palghar forming part of the said Larger Land is thereinafter referred to as the said smaller land/ said property which together with the total FSI is more particularly described in the "FIRST SCHEDULE" hereunder written.
 - d) In pursuance of the said Agreement for Development dated 16 March 2013 duly registered in the office of Sub-Registrar, Palghar, under Sr. No. PLR/2405/2013, the said owner namely Mr. Tarkeshwar Rampratap Singh had also executed Power of Attorney in favor of the Partner of the Builder (hereinafter referred as "The said Power Of Attorney") The said Power of Attorney dated 16 March 2013 is duly registered with the Sub-Registrar of Assurances at Palghar under Sr. No. PLR/ 2406 /2013 herein, conferring upon them several powers inter-alia power to construct the buildings on the said properties.

the circumstances, the Builder is absolutely seized and possessed of land situated on the part of New Survey No. 14/1 + 14/2/2 and d Survey No.14/1 admeasuring in aggregate area of 5,114 sq. mtrs. at illage Kurgaon, Boisar West, Taluka Palghar, District Palghar and more particularly described in the "FIRST SCHEDULE".



- f) The Addl. Collector of Jawhar at Thane has also granted N.A. permission in respect of the said property vide his order no. Revenue/K-1/T-1A/NAP/SR-275/2012, dated 03/06/2014.
- g) The Town Planning of Palghar has also granted construction permission in respect of the said buildings to be constructed on the said property vide his order no. Revenue/K-1/T-1A/NAP/SR-275/2012, dated 18/03/2014 and the same is approved by the Addl. Collector of Jawhar at Thane in respect of the said property vide his order no. Revenue/K-1/T-1A/NAP/SR-275/2012, dated 03/06/2014, for Residential use on the terms and conditions mentioned therein.
 - h) The Builder has entered into a standard Agreement with M/s Vastu Shilp Associates (Architects and Engineers). Being the Architects registered with the Counsel of Architects and have appointed M/s. Vastu Ship Associates (Architects and Engineers), located at 103, Decent Delight, Opp Gold Cinema, Mahim Road, Palghar West, District Palghar as Structural Engineers for the preparation of the Structural design of the said Buildings.
 - The title of the Builder to the said Property is certified by Adv. Archana Warale, Advocates, Mumbai as clear and marketable free from encumbrances and copy of certificate dated 02/08/2014 is annexed hereto, as Annexure "A";
 - j) The said project is financed by "THE MALAD SAHAKARI BANK LTD, having its registered office at 6, Sujata Niketan, Rani Sati Marg, Malad East, Mumbai - 400097. The prospective buyer should be aware of this and to obtained NOC form the said Bank of specified flat mentioned in the Deed of Registered Mortgaged vide Registration No. PLR2-4245-2018, dated 23.08.2018, entered into between M/S LXMI INFRA and The Malad Sahakari Bank Ltd."

and exclusive right to sell the Flats/ Shops in the said building be constructed by the Promoter in the layout of the said properties and into Agreement for Sale with the Allottee of the flats/ Shop' and shops to receive the sale price in respect thereof.

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AND WHEREAS the Allottee/s have demanded from the Promoter and the Promoter have given inspect to the Allottee/s of all the documents of title relating to the said properties, the said orders and permissions granted by the authorities concerned and the documents executed by and between the parties authorities concerned and the documents executed by and specifications and of thereto and also approved building plans, designs and specifications and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016, hereinafter referred to as the said "RERA, 2016") and the rules made there under.

AND WHEREAS the Promoter have accordingly commenced construction of the said Buildings in accordance with the permissions and orders granted by the authorities concerned.

AND WHEREAS the Allottee/s applied to the Promoter for allotment of flat bearing number Flat No 203 on the Second floor of the Wing D of the building known as "AKASH COMPLEX" in the complex to be known as "VASUNDHARA NAGARI" to be constructed by the Promoter in the layout of the said properties (hereinafter referred to as "the Said Premises").

AND WHEREAS relying upon the said application, declaration and agreement, the Promoter agreed to sell to the Allottee/s the said premises at the price and on the terms and conditions hereinafter appearing;

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016, with the Maharashtra Real Estate Regulatory Authority (MahaRERA) at Mumbai, having Registration No. P9900006053, AND WHEREAS, under section 13 of the said Act, the Promoter is required to execute a written 'Agreement for Sale' of said Flat/Shop with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

WHEREAS the Promoters are entitled and enjoined upon to construct on the project land in accordance with the recitals hereinabove;

IEREAS the Vendor/Lessor/Original Owner/Promoter is in of the project land AND WHEREAS the Promoter has proposed to on the project of buildings having Stilt / Ground floor and 3 (Three) ors.

upper floors.

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AND WHEREAS the Allottee is offered an Flat bearing number Flat No 203 on the Second floor, (herein after referred to as the said "Flat") in the Wing D of the Building called Akash Complex (herein after referred to as "the said Building") being constructed in the said project, by the Promoter

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai No P99000006053 authenticated copy of Registration Certificate is attached in Annexure 'G';

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 building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney, the Promoter has sole and exclusive right to sell all types of saleable units in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Allottee/s of such saleable units and to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messers M/s. Vastu Shilp Associates 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 thereunder;

AND WHEREAS the authenticated copies of the <u>Plans of the Layout</u> as approved by the concerned Local Authority have been annexed hereto and

marked as Annexure -H.

AND WHEREAS the authenticated copies of the Floor specifications of the Flat/Shop agreed to be purchased sanctioned and approved by the local authority have marked as Annexure I.

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the Promoter has got some of the approvals from the

concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans, concerned local 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 local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of Flat/Shop No. Flat No 203 on Second floor in Wing D situated in the building No. 2 being constructed in the Akash Complex of the said Project.

AND WHEREAS the said Flat/Shop is having 32.23 sq. mtr. Carpet Area, under definition of Maha RERA authority.

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 hereinafter;

AND WHEREAS, prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs. 295000/- (Rupees Two Lakh Ninty Five Thousand Only), being part payment / earnest money of the sale consideration of the Flat/Shop agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt of the Promoter both hereby admit and acknowledge) and the Allottee to pay to the Promoter, the balance of the sale consideration in the

the Promoter has registered the Project under the of the Real Estate (Regulation & Redevelopment) Act, 2016, with aharashtra Real Estate Regulatory Authority (MahaRERA) at Mumbai,

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having Registration No. **P99000006053**; AND WHEREAS, under section 13 of the said Act, the Promoter is required to execute a written 'Agreement for Sale' of said Flat/ Shop with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

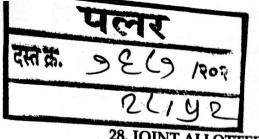
In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Flat No 305.

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

- 1. The Promoter shall construct the said building/s consisting of 2 (Two) buildings, comprising of 6 (Six) wings with each wing of stilt/part ground floor and 3 (Three) upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that, the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat/Shop of the Allottee, except any alteration or addition required by any Government authorities or due to change in law.
- 1 (a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat/Shop No. Flat No 203 of the type of 1BHK, bedroom Hall and Kitchen, having Carpet Area admeasuring 32.23sq. Mtr. on Second floor in the building 2, Akash Complex in Wing D (hereinafter referred to as "the Flat") as shown in the Flooring hereof, hereto annexed and marked—'Annexures I' for the consideration of the proportionate price of the common areas and facilities are further to the proportionate price of the common areas and facilities are further to the facilities.
- 1 (b) The total aggregate consideration amount for the apartment her mafter referred to as 'the Total Consideration'. Rs. 27,35,000/- (Rupees Twenty Seven lacks Thirty Five Thousand Only)
- 1 (c) The Allottee has paid on or before execution of this agreement a sum of Rs. 295000/- (Rupees Two lacks Ninety Five Thousand Only), out of the Total Consideration, as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. 24,40,000/- (Rupees Twenty

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28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

- 29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.
- **30. Dispute Resolution:-** Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

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 will have the jurisdiction for this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

(The Said Larger Land)

ALL THAT piece or parcel of the land situated at Village Kurgaon, Boisar West, Taluka Palghar, District Palghar, bearing, New Survey no. 14/1+14/2/2 and old survey nos. 14/1, 14/2/2 for Group Housing Scheme admeasuring in aggregate area of 10,400 Sq. Mtrs. Land Area or thereabout.

THE FIRST SCHEDULE ABOVE REFERRED TO

(The Smaller Land)

ALL THAT piece or parcel of the land situated at Village Kurgaon, Boisar West, Taluka Palghar, District Palghar, bearing; New Survey No. 14/1+14/2/2 & Old Survey No. 14/1 admeasuring in aggregate area of 5,114 Sq. Mtrs. (2 Buildings consisting of 6 wings) Land Area or thereabout.

FIRST SCHEDULE ABOVE REFERRED TO

(Description of Flat)

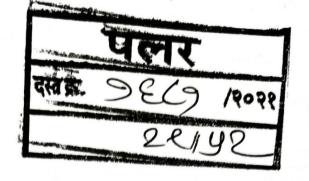
Wing D of "AKASH COMPLEX" in "Vasundhara Nagari" situated on the scribed in FIRST SCHEDULE & FIRST SCHEDULE.

ESS VETERE OF the parties hereto have executed these presents the ay any year first hereinabove mentioned.

Groves Park

Sumitra

SIGNED and DELIVERED by the)
Within named BUILDER)
NAL XXXXII Indian	

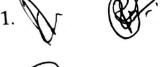


M/s LXMI Infra

Through its Partner/Authorized Signatory)

Mr. Gaurav Dilip Pokale

In the presence of









SIGNED and DELIVERED by the Within named PURCHASER/s SUMITRA SHANKAR MADDAL)



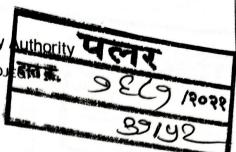


In the presence of



Maharashtra Real Estate Regulatory Authority

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



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

Project: Aakash Complex, Plot Bearing / CTS / Survey / Final Plot No.:NEW SURVEY NO 14/1 AND 14/2/2t Kapase,

- 1. Lxmi Infra having its registered office / principal place of business at Tehsil: Borivali, District: Mumbai Suburban,
- 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 Maharashtra Real 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 separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only 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 14/08/2017 and ending with 01/07/2022 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
- 3. 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.

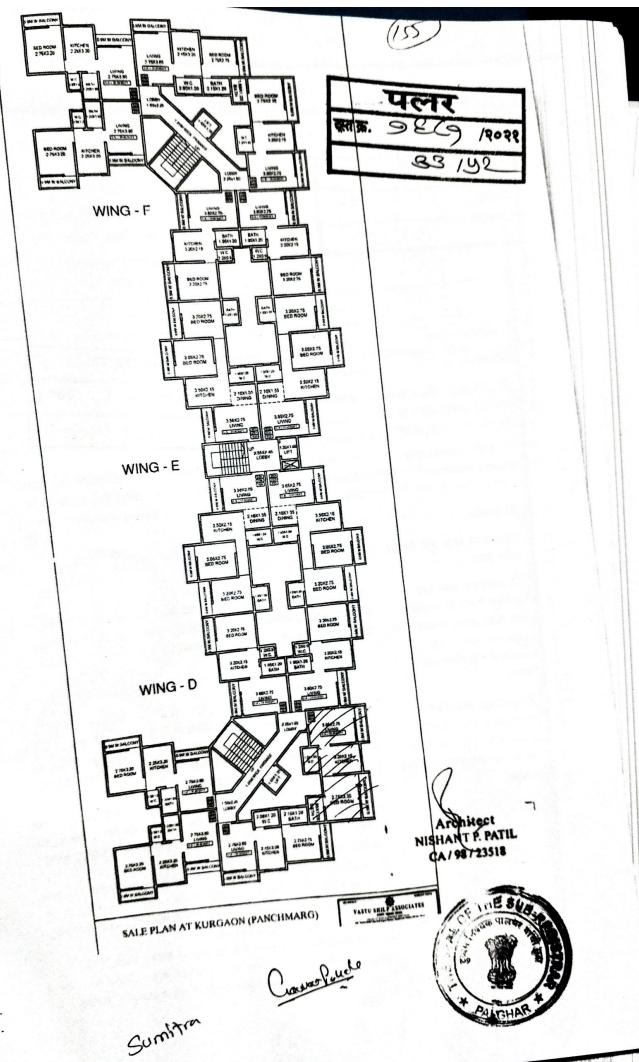
Signature valid

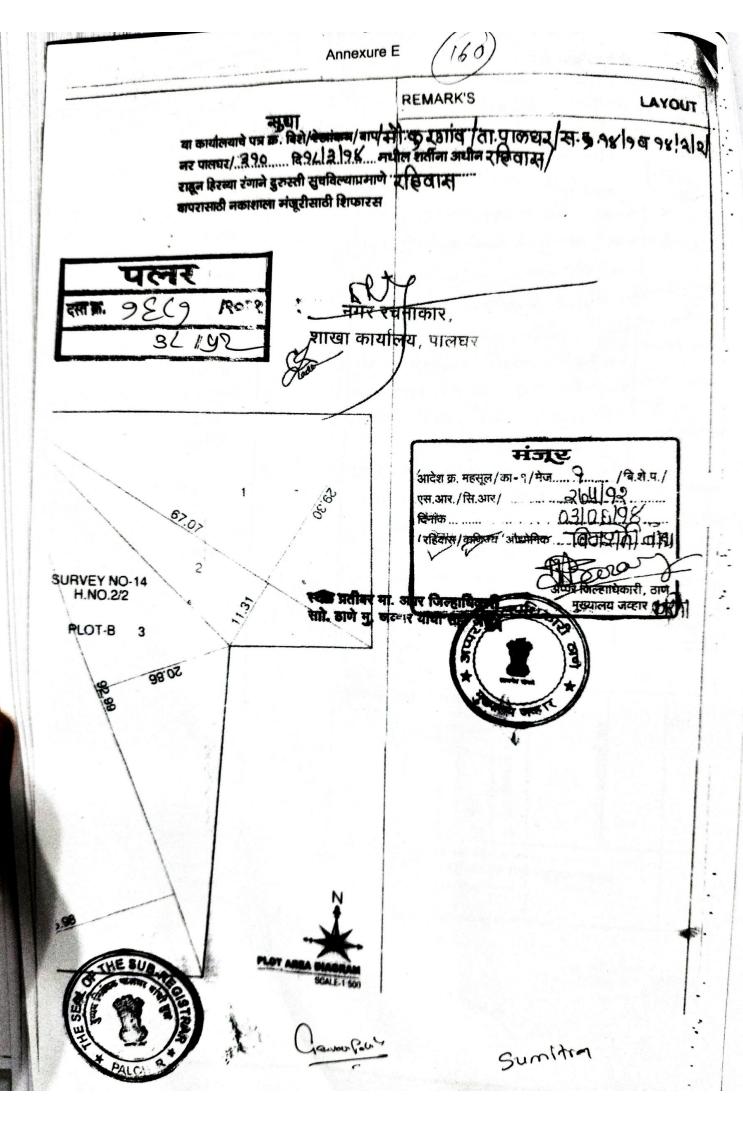
Dated: 14/08/2017 Place: Mumbai

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



Cuntimo





इस्त क्रमांक :पलर/1681/2021

दस्ताचा प्रकार :-करारनामा

अन् क्र. पक्षकाराचे नाव व पत्ता

नाव:मे एल एक्स एम आय इन्फ्रा तर्फे भागीदार श्री. गौरव डि पोकळे. लिहुन देणार पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: ऑफिस क्रमांक १०, गोकुळ गार्डन, ठाकूर कॉम्प्लेक्स, कांदिवली, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुंबई. पॅन नंबर:AAEFL4699Q

पक्षकाराचा प्रकार वय :-स्वाक्षरी:-

छायाचित्र



अंगठ्याचा उसा



लिहन घेणार

वय:-42





नावःसुमित्रा शंकर माडल पत्ताःष्वाँट नं: 3 ए - 43, माळा नं: ताल, इमारतीचे नाव: म्हाडा चावल कोकारी आगार ट्रान्सीट कॅंप ट्रक टेर्मिनाखोड, ब्लॉक नं: नवीन स्वाक्षरी:-90 फीट रोड अंटोप हील, रोड नं: मुंबई, महाराष्ट्र, मुंबई. पॅन नंबर:CWMPM9106P

Sumitry वरील दस्नऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात.

ओळख:-

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

अनुक्र. पक्षकाराचे नाव व पत्ता

शिक्का क.3 ची वेळ:08 / 03 / 2021 12 : 48 : 10 PM

नाव:रुतिक सुर्वे एम -वय:22 पत्ता:रा मिरा भाईदर पु. पिन कोड:401107

छायाचित्र











नाव:रश्मी मुर्वे - -वय:42 पत्ता:रा मिरा भाईदर पु पिन कोड:401107

शिक्का क्र.4 ची वेळ:08 / 03 / 2021 12 : 49 : 15 PM

ळ:08 / Q3 / 2021 12 : 49 : 45 PM नोंदणी पुस्तक

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2		DHC		0503202108991	1040	RF	0503202108991D	08/03/2021
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