

SHIVAJI HOUELS PVT  
20HAWALA PLAT  
Agreement



Friday, January 30, 2009

12:51:34 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

गावाचे नाव दलवण

पावती क्र.: 289

दिनांक 30/01/2009

दस्तावेजाचा अनुक्रमांक

लघुसं 00286 - 2009

दस्ता वेजाचा प्रकार

अभिहस्तांतरणपत्र

सादर करणाराचे नाव: मे. सविता हॉटेल प्रा.लि. तर्फे डायरेक्टर लालजी बेनीप्रसाद सिंग - -

नोंदणी फी

:- 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

:- 300.00

रजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (15)

एकूण

रु.

30300.00

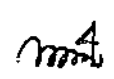
आपणास हा दस्त अंदाजे 1:06PM ह्या वेळेस मिळेल

  
दुय्यम निबंधक  
लोणादळा

बाजार मूल्य: 14652000 रु. मोबदला: 24864000रु.

भरलेले मुद्रांक शुल्क: 1492000 रु.

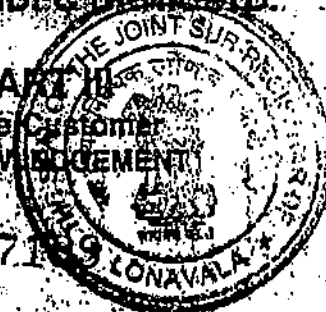




HDFC BANK LTD.

**PART II**  
For the Customer  
**ACKNOWLEDGEMENT**

Serial No. :  
07063 1571



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Received From : M/s Savita Hotels Pvt. Ltd.

Franking Amount : 14,92,000/-

Charges : Cash 10

Total : 14,92,010/-

Vide P/O No. / Cash / Transfer Cheque 5919

Drawn on Axis Bank Ltd

or Cash towards franking of document

Signature / Stamps of Bank



Signature of Customer  
I confirm that I have checked the value franked and the bank is not liable for anything related to the document.

**For HDFC BANK LTD.**  
Authorized Signatory

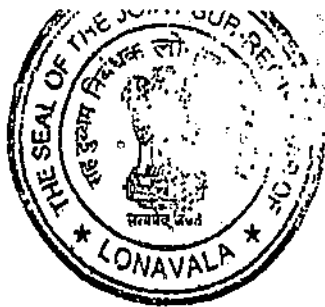
THIS INDENTURE made at Mumbai this 30<sup>th</sup> day of Aug  
Two Thousand and Eight BETWEEN MR. MITUL G. KAKAD of Hindu Indian Inhabitants, hereinafter referred to as "THE VENDOR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators) of the ONE PART AND M/S SAVITA HOTELS PVT. LTD. hereinafter referred to as "the Purchasers" of the SECOND PART [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns] of the OTHER PART.

HDFC Bank Ltd.  
Neel Empress, Plot No. 92/93,  
Sector 1/F, New Panvel (E),  
Navi Mumbai - 410206.  
D-S/STP (W)/C.R. 10/10/14/07/  
453 - 456/2007

INDIA  
STAMP  
MAHARASHTRA  
HDFC 07063  
185092  
R 14920001-P85619  
AUG 20 2008  
14:36

Whereas by an Indenture dated 10th November 1987 made and entered into between Smt. Bayabai alias Rukhiyabai Kazim Vendor of the One part and M/s Kakad Property Developers a partnership firm through their partner Shri Guntant P. Kakad

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(H.U.F) as Purchasers of the other part, and registered with the Sub-Registrar Vadgoan Maval on 16.11.87 under Serial No.625, the Vendor therein sold transferred and assigned unto the purchasers all that piece and parcel of Land hereditaments and premises situate at Village Valvan within the limits of Lonavala Municipal Council and in the Registration Sub-District of Maval, Taluka Maval, District Pune bearing Revision Survey No. 70,

admeasuring H.1-12 Ares and hereinafter referred to as "the said property" and more particularly described in the Schedule hereunder written;

AND WHEREAS by an Agreement dated 22<sup>nd</sup> April 2004 made between M/s Kakad Property Developers as Vendors and the Vendor herein as the Purchaser, the Vendors therein transferred their right title and interest in the said property in favour of the Purchaser for the consideration and on the terms And conditions set out therein.

AND WHEREAS thus, the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property

AND WHEREAS the Vendor has agreed for the absolute sale of the said property to the Purchasers at the price of Rs.2,48,64,000/- [Rupees Two Crores Forty Eight Lakhs Sixty Four Thousand Only].

AND WHEREAS in pursuance of the said agreement, the parties hereto are desirous of executing these presents;

NOW THIS INDENTURE WITNESETH that in pursuance of the said Agreement and in consideration of the sum of \* Rs.1,40,00,000/- (Rupees One Crore Forty <sup>Lakhs</sup> Thousand Only) out of

\* १

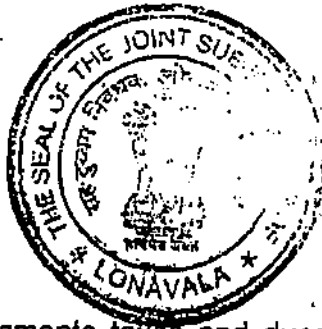


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the total consideration of Rs.2,48,64,000/- [Rupees Two Crores Forty Eight Lakhs Sixty Four Thousand Only] paid by the Purchasers to the Vendor on or before the execution of these presents being the part consideration money agreed to be paid as aforesaid (the receipt whereof the Vendor doth hereby admit and acknowledge of and from the same and every part thereof for ever acquit release and discharge the Purchasers) and the balance to be paid within 2 months from the execution of these presents, he the Vendor doth hereby grant, convey, transfer and assure unto the Purchasers **ALL THAT** piece and parcel of Land hereditaments and premises situate at Village Valvan within the limits of Lonavala Municipal Council and in the Registration Sub-District of Maval, Taluka Maval, District Pune bearing Revision Survey No: 70,

admeasuring H.1-12 Ares and more particularly described in the Schedule hereunder written **TOGETHER WITH** all and singular the houses outhouses edifices buildings courtyards areas compounds sewers drains ditches fences trees plants shrubs ways paths passage commons gullies wells waters water-courses lights liberties privileges easements profits advantages rights members and appurtenances whatsoever to the said land or ground hereditaments and premises or any part thereof now at or any time thereof belonging or in any wise appertaining to or with the same or any part thereof now at or any time heretofore usually held used occupied or enjoyed or reputed or known as part or member thereof and to belong or be appurtenant thereto **AND ALL THE ESTATE** right, title interest claim and demand whatsoever at law and in equity of the Vendor in or out of or upon the said land hereditaments and premises or any part thereof **TO HAVE AND TO HOLD** all and singular the said land hereditaments and premises hereby granted conveyed transferred and assured or intended or expressed so to be with their and every of their rights members and appurtenances **UNTO AND TO THE USE** and benefit of the Purchasers for ever **SUBJECT TO** the payment of all (rents) rates

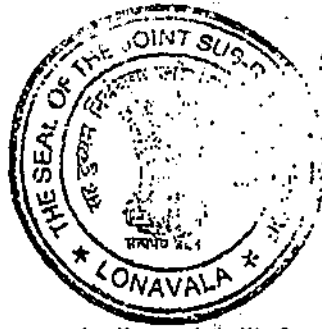
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assessments taxes and dues now chargeable upon the same or hereafter to become payable to the Government or the Municipality or any other local or public body or authority in respect thereof AND the Vendor doth hereby for himself and his heirs, executors, administrators and assigns covenant with the purchasers THAT notwithstanding any act deed matter or thing whatsoever by the Vendor or any person or persons lawfully and equitably claiming by from through under or in trust for him made done committed omitted or knowingly or willingly suffered to the contrary HE the Vendor now have in himself good right full power and absolute authority to grant convey transfer and assure or intended so to be unto and to the use of the Purchasers in manner aforesaid AND THAT it shall be lawful for the Purchasers from time to time and at all times hereafter peaceably and quietly to hold under upon occupy possess and enjoy the said premises hereby granted conveyed transferred and assured with their appurtenances and receive the rents issues and profit thereof and every part thereof to and for their own use and benefit without any lawful eviction interruption claim and demand whatsoever from or by the vendor or by any person lawfully or equitably claiming or to claim by from under or in trust for him or any of them AND THAT free and clear and freely and clearly and absolutely acquitted exonerated released and forever discharged or otherwise by the Vendor well and sufficiently saved defended kept harmless and indemnified of from and against all former and other estates title charges and encumbrances whatsoever either already or hereafter had made executed occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for him AND FURTHER that he the Vendor and all persons having or lawfully or equitably claiming any estate right title or interest at law or in equity in the said property hereby granted conveyed transferred and assured or any part thereof by from under or in trust for him he the Vendor, his heirs or

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any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and reasonable acts deeds matters things conveyances and assurances in law whatsoever for the better further and more perfectly and absolutely granting unto and to the use of the Purchasers in manner aforesaid as shall or may be required by the Purchasers its successors or assigns or its or their Counsel in law for assuring the said property and every part thereof hereby granted conveyed transferred and assured unto and to the use of the Purchasers in the manner aforesaid

AND THIS INDENTURE FURTHER WITNESETH THAT the stamp duty and registration charges on these presents and/or any other writing shall be paid by the Purchasers.

IN WITNESS WHEREOF the Vendor have hereunto set and subscribed his hands and seals the day and year first hereinabove written.

THE SCHEDULE HEREINABOVE REFERRED TO

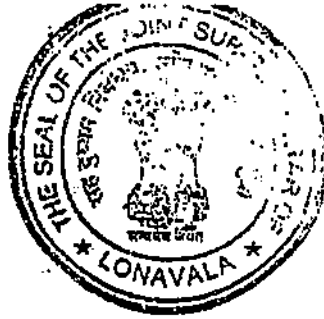
ALL that piece and parcel of Land hereditaments and premises situate at Village Valvan within the limits of Lonavala Municipal Council and in the Registration Sub-District of Maval, Taluka Maval, District Pune bearing Revision Survey No. 70,

admeasuring H.1-12 Ares or thereabouts and bounded as follows:

- On or towards North : Survey No. 71 and S. No. 69,
- On or towards South : S. No. 65 and Bombay-Pune Road,
- On or towards East : Survey No. 67 and Road,
- On or towards West : Survey No. 51.

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**SIGNED AND DELIVERED** )

by the withinnamed Vendor )

MITUL G. KAKAD )

in-the presence of..... )

*[Signature]*

*[Signature]*

**SIGNED SEALED AND DELIVERED )**

By the Withinnamed Purchasers )

M/S. SAVITA HOTELS PVT. LTD. )

through it's Director Mr. Lalji Beniprasad Singh.

In the presence of )

*[Signature]*

*[Signature]*

RECEIVED the day and year first hereinabove)

written of and from the withinnamed

Purchaser/s. the sum of Rs.1,40,00,000/-

[Rupees One Crore Forty Thousand only]

\* received on the 8<sup>th</sup> day of Aug' Two

Thousand and Eight being the part

consideration money abovementioned to be by

them paid to me.

Rs.1,40,00,000/-

I SAY RECEIVED

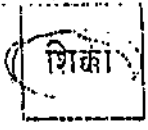
*[Signature]*

MITUL G. KAKAD

WITNESSES:

1. *[Signature]*

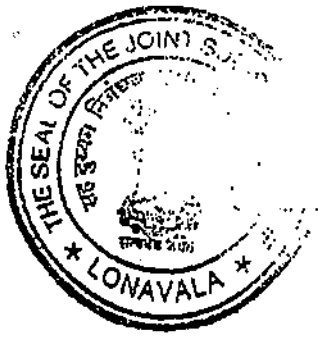
2.



गाव लवणावा ता. लवणावा जि. पुणे

|                             |         |                 |                               |                            |
|-----------------------------|---------|-----------------|-------------------------------|----------------------------|
| पुनसंक्रमांक<br>नं. १२ क्र. | हि क्र. | धारणा<br>प्रकार | गा. नं. क्र. ७<br>मालकाचे नाव | खारी क्रमांक<br>मुळाचे नाव |
| १००                         | २१०११   |                 | म. काकड यांच्या               |                            |
| मू. मा. क्रमांक             |         |                 | डेवळपती गाव                   |                            |
| स्थानिक नाव                 |         |                 | पारिनेर उबादेनि               |                            |
| लागवळ योग्य क्षेत्र         | एकर     | गुठे            | सुनंति काकड                   |                            |
|                             | हेक्टर  | आर              | शिवाय, सुनंति काकड            |                            |
| जिरायत                      | ०.२०    | २               | २३० (१००) १३५६                | ६१७३ १०६                   |
| बागाईत                      |         |                 | मिथ्या सुनंति काकड            | ११४०                       |
| भात शंती                    |         |                 | ३२१५                          |                            |
| एकूण                        | ०.२०    | २               |                               |                            |
| पो. ख                       |         |                 |                               |                            |
| वर्ग (अ)                    | १२३.०   |                 |                               |                            |
| वर्ग (ब)                    |         |                 |                               |                            |
| एकूण                        | १२३.०   |                 |                               |                            |
| आकार                        | स्थ     | व.              |                               |                            |
| मुडी अथवा विशंग आकार        | १२४०    |                 |                               |                            |
| पाण्याबाबत                  |         |                 |                               |                            |
| एकूण                        | १२४०    |                 |                               |                            |

(गाने पहा)



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भा. नं. क्र. ७४

भा. नं. क्र. १२

| क्र. सं. | जमीन करणाराचे नाव | रीत | हंगाम खरीब रब्बी | पिकाखाली क्षेत्र          |          |            |                                       |         |           |                      |         |          | प्रडिका व पिकास निरुपयोगी असा अमिठीचा तपशील |  | पाणी पुरवठ्याचे साधन |  |  |
|----------|-------------------|-----|------------------|---------------------------|----------|------------|---------------------------------------|---------|-----------|----------------------|---------|----------|---|--|----------------------|--|--|
|          |                   |     |                  | मिश्र पिकाचे एकूण क्षेत्र |          |            | मिश्र पिकातील प्रत्येक पिकाचे क्षेत्र |         |           | अमिठी पिकाचे क्षेत्र |         |          |   |  |                      |  |  |
|          |                   |     |                  | मिश्र पि. सक्तांक         | जलसिंचित | अजल सिंचित | पिकाचे नाव                            | जलसिंचन | अजल सिंचन | पिकाचे नाव           | जलसिंचन | अजलसिंचन |   |  |                      |  |  |
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*(Handwritten signature)*

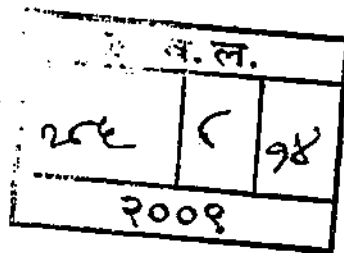
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मुळ प्रतीचा अस्तित्वा उतारा विला.

तारीख १०/११/०९

गाव कामगार तलाठी रहीं



Read: Application dated 14/3/90

From  
Mr. Mitul G. Kakad  
For Kakad Properties Developers  
Collectorate, Pune,  
Revenue Branch,  
No. PRA/NA/SR/169/III  
Pune-411 001.

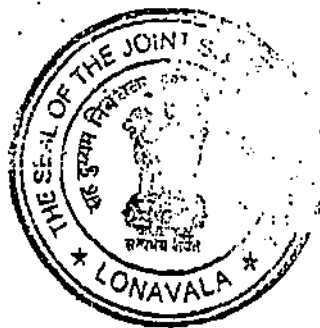
Date: 22-10-1990

ORDER

The land comprised in S. No. 70 CTS No. F. P. No. S. P. No. of Valvan Taluka Maval District Pune measuring Sq. ft. 11200.08 Sq. mts. belong to Kakad Properties of Bombay and he has applied that Non-Agricultural permission may be granted to him to use an area measuring Sq. ft. 11200.08 Sq. mts. out of the said land for the Non-Agricultural purpose of Commercial

In exercise of the powers vested in him under Sec. 44 of the Mah. L. R. Code, 1966, the Additional Collector, Pune is Pleased to grant N. A. permission for construction of Commercial building in an area measuring Sq. ft. 11200.08 Sq. mts. out of S. No. 70 CTS No. F. P. No. S. P. No. of Valvan Taluka Maval District Pune in favour of Shri. Mitul G. Kakad, Properties Developers, subject to the following conditions :

1. The grant of permission shall subject to the provisions of the code and rules made thereunder.
2. That the grantee shall use the land together with the building and/or structure thereon, only for the purpose for which the land is permitted to be used and shall not use it or any part of the land or building thereon for any other purpose without obtaining the previous written permission to that effect from the collector, Pune. For this purpose the use of a building shall be decided the use of land.
3. That the n. a. use is deemed to have been started from the date of this order.
4. That the grantee shall be liable for taking action under section 45 of the Mah. L. R. Code, 1966 and rules made thereunder, if it is noticed that he has commenced the N. A. use prior to issue of this order.
5. That the grantee shall construct the building strictly in accordance with the plans sanctioned by the Pune Municipal Corporation under his No. ENG/PP/79/88 dt. 18/12/89 and not make any additions or alterations without the previous permission of the Pune Municipal Corporation Authorities.  
Lonavala Municipal Council
6. That the grantee shall pay the N. A. A. in respect of the land at the rate of Rs. 0.09.05 P. per Sq. mt. from the date of commencement of the N. A. use of the land for the purpose for which the permission is granted together with L. F. cess/Z. P. taxes\* applicable to the area. In the event of any, any change in the use of the land, the N. A. A. shall be liable to be levied at the different rate irrespective of the fact the guarantee period of the N. A. A. already levied is yet to be fixed.
7. That the N. A. A. shall be guaranteed for the period ending 31 July 1991, after which it shall be liable to revision at the revised rate, if any.
- 7: a) That the n. a. Permission is granted subject to the provisions of U. Q. C. Act 1976.



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8. That the grantee shall pay the measurement fees within one month from the date of commencement of N. A. use of the land.

9. That the area & N. A. A. mentioned in this order and the sanad shall be liable to be altered in accordance with the actual area found on measuring the land by the Survey Department.

10. That the grantee shall be bound to execute a sanad, in form as provided in Schedule IV or V appended to the Mah. L. R. (Conversion of use of land and N. A. A.) Rules, 1969, embodying therein all the conditions of this order, within a period of one month, from the date of commencement of the N. A. use of the land.

11. a) C. Tax of Rs. ( 3024.00 ) and adv n. a. a. of Rs. ( 1008.00 ) only for one year has been credited by the applicant vide challan/Receipt dt. 24/3 dt. 8/10/90

b) If the grantee contravenes any of the conditions mentioned in this order and those in the sanad, the Collector may with prejudice to any other penalty to which he may be liable under the provisions of the code, continue the said land/plot in the occupation of the applicant on payment of such fine and assessment as he may direct.

c) Notwithstanding anything contained in clause (b) above it shall be lawful for the Collector, to direct the removal or alteration of any building or structure erected or use contrary to the provisions of this grant within a time specified in that behalf by the Collector and on such removal or alterations not being carried out within the specified period, he may cause the same to be carried out and recover the cost of carrying out the same from the grantee as arrears of Land Revenue.

d) The grant of this permission is subject to the provision of any other laws for the time being in force and that may be applicable to the relevant other facts of the case e. g. the Bombay Tenancy and Agricultural Lands Act, 1948, the Mah. V. P. Act, the Municipal Act, etc.



Sd/- (D. N. Mandekar)  
Additional Collector, Pune.

To: Mr. Mutal G. Kakad,  
for Kakad Properties Developers,  
202 Kakad Palace, 31 Turner Road, Bandra (W) Bombay-50

Copy to the City Survey Officer, Lonavala for information and necessary action. with the case papers in one file for

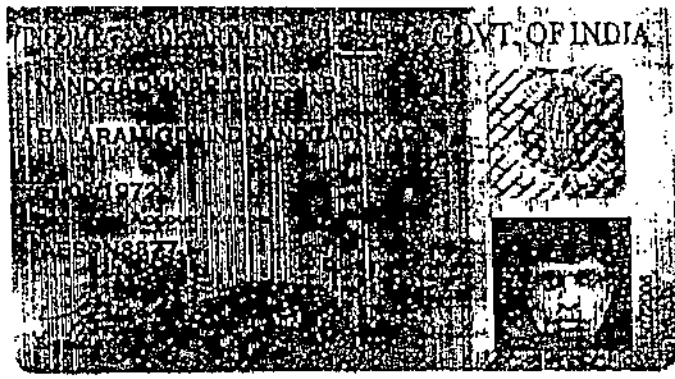
2. He is requested to take steps to keep necessary notes in T. F. IV & V. F. IV, N. A. Note Book, to effect the recovery of the N. A. A. and to get a sanad executed. If the grantee pay the measurement fees, they should inform the District Inspector of Land Record along with the sanctioned plans extract from Record of Rights in respect of the land question. If the grantee has commenced the N. A. use before grant of this order they should submit necessary proposal U/s. 45 of the Mah. L. R. Code, 1968.

Copy to the Tahasildar, Maval for information and necessary action.

*(Signature)*  
for Additional Collector, Pune.



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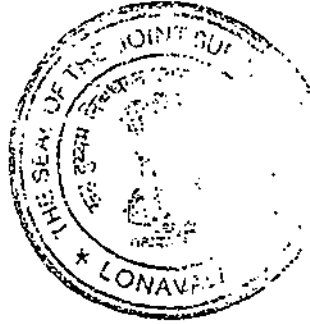


भारत निवडणूक आयोग  
Election Commission of India  
ओळखपत्र  
IDENTITY CARD

MT/03/017/0468546  
DUPLICATE



मतदाराचे नांव : अहमद युसूफ कच्छी  
Elector's Name : Ahmed Yusuf Kacchi  
वडीलांचे नांव : युसूफ कच्छी  
Father's Name : Yusuf Kacchi  
लिंग : पुरुष Sex : M  
1/1/2008 रोजी वय : 52  
Age as on 1/1/2008



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MT/03/017/0468546  
पत्ता : 210-2, कच्छी मोहल्ला समोर, एम.जी.रोड (द.भाग)  
गाव : पनवेल  
तालुका : पनवेल  
जिल्हा : रायगड - 410206  
Address : 210-2, Kacchhi Mohalla Samor, Em.Ji.Rod  
(Da.Bhag)

Village : Panavel  
Taluka : Panavel  
District : Raigad-410206

मतदार नोंदणी अधिकारी  
17-पनवेल विधानसभा मतदारसंघा - पनवेल  
Electoral Registration Officer  
For 17-Panvel Assembly Constituency

स्थळ : पनवेल  
Place : Panavel

दिनांक / Date : 13/06/2008

हे पत्र शासनाच्या विविध योजनांसाठी ओळखपत्र म्हणून उपयोग करता येईल.  
This card may be used as an Identity Card under  
different Government Schemes

30/01/2009

दुय्याग निवंधकः

दस्त गोषवारा भाग-1

लवल

दस्त क्र 286/2009

12:53:31 pm

लोणावळा

95/98

दस्त क्रमांक : 286/2009





दस्ताचा प्रकार : अभिहस्तांतरणपत्र

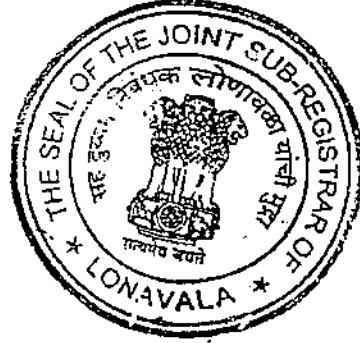
अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

|   |   |                                      |   |   |
|---|---|--------------------------------------|---|---|
| 1 | <p>नाम: मे. सोविता हाटेल प्रा.लि. लर्फे डायरेक्टर लालजी<br/>वेनीप्रसाद सिंग - -<br/>पत्ता: घर/फ्लॅट नं.: -<br/>गल्ली/रस्ता: -<br/>ईमारतीचे नाव: -<br/>ईमारत नं.: -<br/>पेठ/वसाहत: काकड कॉर्नर, अंधेरी कुर्ला रोड,<br/>शहर/गाव:</p>  | <p>लिहून घेणार<br/>वय 59<br/>सही</p> |  |  |
| 2 | <p>नाम: प्रिगुल जी काकड - -<br/>पत्ता: घर/फ्लॅट नं.: -<br/>गल्ली/रस्ता: -<br/>ईमारतीचे नाव: -<br/>ईमारत नं.: -<br/>पेठ/वसाहत: एम-6, वैशाली शॉपींग सेंटर, व्ही एल मेहता<br/>रोड, जे वी पी डी,<br/>शहर/गाव: विलेपार्ले वेस्ट मुंब</p> | <p>लिहून देणार<br/>वय 40<br/>सही</p> |  |  |



दस्त क्रमांक (286/2009)

१४/१४

दस्त क्र. [लवल-286-2009] चा गोधवारा  
वाजार मुल्य : 14652000 गोबदला 24864000 भरलेले मुद्रांक शुल्क : 1492000दस्त हजर केल्याचा दिनांक : 30/01/2009 12:48 PM  
निष्पादनाचा दिनांक : 30/01/2009  
दस्त हजर करणा-याची सही :*[Handwritten Signature]*दस्ताचा प्रकार : 25) अभिहस्तांतरणपत्र  
शिवका क्र. 1 ची वेळ : (सादरीकरण) 30/01/2009 12:48 PM  
शिवका क्र. 2 ची वेळ : (फ्री) 30/01/2009 12:51 PM  
शिवका क्र. 3 ची वेळ : (कबुली) 30/01/2009 12:53 PM  
शिवका क्र. 4 ची वेळ : (ओळख) 30/01/2009 12:53 PM

दस्त नोंद केल्याचा दिनांक : 30/01/2009 12:53 PM

ओळख :

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

1) अहमद युसुफ कच्छी, घर/फ्लॅट नं. -

गल्ली/रस्ता : -

ईमारतीचे नाव : -

ईमारत नं. : -

पेट/वसाहत : -

शहर/गाव : पनवेल

तालुका : -

पिन : -

2) गणेश - नानगावकर, घर/फ्लॅट नं. -

गल्ली/रस्ता : -

ईमारतीचे नाव : -

ईमारत नं. : -

पेट/वसाहत : -

शहर/गाव : 404, भाईंदर मुंबई

तालुका : -

पिन : -



पहिले नंबराचे पुस्तकाचे

२६ नंबरी नोंदला

सह दुय्यम निबंधक, लोणावळा

दि. 30/01/2009

असे प्रमाणित करण्यात येते की,  
सर्व दस्तऐवजास एकूण १४  
पाने आहेत.*[Handwritten Signature]*  
सह दुय्यम निबंधक  
लोणावळा*[Handwritten Signature]*  
दु. निबंधकाची सही  
लोणावळा