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and allot and issue to such persons the requisite qualified 5 shares of Rs. 50/- each and Share Certificate immediately from the date of the handing over the possession of the said 15 Flats and 2 Shops, to the Society and recognize such persons as the allottee Members of the Society with the same rights and subjects to the same obligations as other Members of the Society. The new Members shall abide by and observe all the rules, regulation and Bye-laws of the Society without any objection of whatsoever nature.

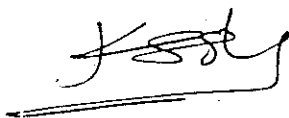
- f) It shall extend full co-operation to the Builders/Developers in all matter relating to the Development of the said property and for the said purpose shall make, sign, execute, affirms and/or declare all statements, forms, writings, agreements, affidavits and/or declared consistent with the provisions hereof, and in furtherance of the Agreement herein so long as the same does not entail any pecuniary liability.

- d) The Society will bear the cost of their own Advocate, Lawyer/Solicitor, Structural Engineer and Architect, if any.

35. The Society further covenants with the Builders/Developers that:

- a) The Society shall during the subsistence of this Agreement secure that the Builders/Developers are not prevented directly or indirectly by any person claiming any rights through Society from carrying on the development works in the manner contemplated herein.

- d) The Society and its Members shall not interfere with the day-to-day works construction carried out by the Builders/Developers under these presents, so long as the construction work is carried out in accordance with the plans sanctioned by the Municipal Corporation of Greater Mumbai and there is no breach any of the provisions of this Agreement.





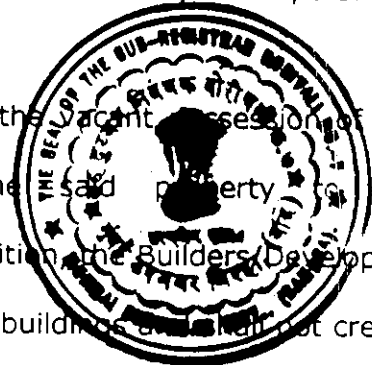






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- c) The Society and its Members shall not call upon the Builders/Developers to render Accounts of cost of construction or the details of the said proceeds thereof.
- d) The Builders/Developers alone will be entitled to the profits and be responsible for the losses out of the construction works and all expenses of and incidental thereto, upto the grant of Occupation Certificate.
- e) The Society shall at its own costs and expenses defend any proceedings that may be initiated by any Member or person claiming any rights which may adversely affect the right, title, and interest of the Society or the marketability of its title to the said property, insofar as it relates to the premises to be disposed off by the Builders/Developers, and also insofar as it affects development of the said property by the Builders/Developers.
- f) It is specially agreed that on handing over the vacant possession of the entire existing Society building on the said property to the Builders/Developers for the purpose of demolition, the Builders/Developers shall not occupy any part of the said existing buildings and shall not create any third party right, title and interest in respect of the said existing buildings and/or any of its premises in favour of any party or person whatsoever of any nature, and shall not part with possession of the said existing building or any premises of the said existing Society building to any party or person.



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- g) That the Society has granted the license to the Builders/Developers to enter upon the said property for the purpose of the construction of the new building thereon and for other works in pursuance thereof. That the possession of the said property shall always remain with the Society. That on construction of the new building on the said property, the society shall

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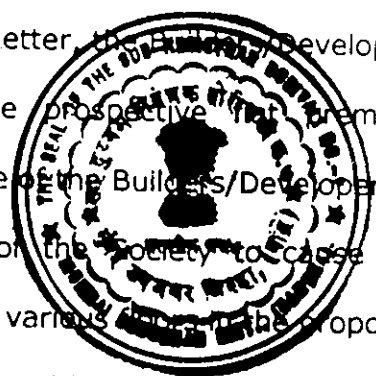
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always deemed to be in possession of the new building and shall also to be deemed to be in possession of their 15 Flats and 2 Shops to which the Society, and its 17 Members are entitled as stated hereinabove and the Society and its Members shall be entitled to use and occupy and possess their said 15 Flats and 2 Shops.

h) The Builders/Developers agree with the Society that they shall on completion of the new building/s, offer possession of the new Flats/Shops to the present/existing members of the Society. The Builders/Developers shall address letters to the existing members of the Society calling upon them to take possession of the new flats within thirty days from the date of such letter. The Builders/Developers agree that only after offering letter to take possession of the flats to the present members as above and only after expiry of fifteen days from the date of letter, the Builders/Developers shall offer possession of the flat to the prospective flat premises purchasers of the area belonging to the share of the Builders/Developers.



36. It is agreed that it is the responsibility of the Society to cause the Members to agree upon allotment of Flats on various floors in the proposed new building as may be mutually agreed by and between the Society and the existing 17 Members and the said Society shall inform in writing to the Builders/Developers about such firm allotment of flats to the present existing 17 Members at the time of planning i.e. before signing of this

Agreement. The Society shall allot flats to the present existing 17 Members from 2nd Floor onwards in the newly constructed building. The Society shall not allot Flats/Shops to the Members, which are exclusively retained by

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the Builders/Developers either for themselves to hold or dispose on their account. Such allotment will be identified and marked in the Floor Plan of the building plan and the same shall form part of this Agreement. In any case minimum ¾(75%) of continued terrace will be allotted to the Society



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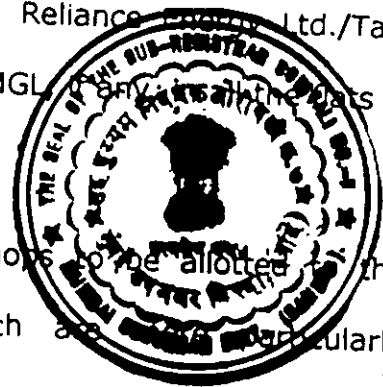
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in one lot. It is further agreed that after allotting & giving possession the flats to the existing Members between the aforesaid floors, all other Flats/premises in the said building i.e. remaining area on the Ground and First Floor and any remaining flats, will be available as sale component for sale in open market by the Developers.

37. The parties hereto record that the Builders/Developers shall hand over to the Society and its 17 Members the various premises agreed to be granted by it to the Society and its Members as per this Agreement.

38. That the Builders/Developers shall at their costs, charges and expenses shall restore all existing facilities of the existing Society building in the new building i.e. (i) M.T.N.L. (ii) T.V. Cable, (iii) Reliance Energy Ltd./Tata Power Company, (iv) Water Connections, (v) MGL, etc. in all the flats of the new building allotted to the Society.

39. The Builders/Developers, except the Flats/Shops to be allotted to the Members in the proposed building/s which are particularly stated/listed in Second Schedule hereunder, are entitled to sell/allot the flats/unit/shop/premises on ownership basis or otherwise at the price the Builders/Developers shall deem fit and proper and the said Builders/Developers shall be entitled to execute Agreement for Sale with such Flats/Shops/premises purchasers together with the Builders/Developers shall be entitled to call for and receive part and total price of the same belonging to the Builders/Developers alone from the prospective Flat/Unit/Shop/premises purchasers without requiring any consent from the said Society and/or the Members of the Society or any one claiming through them. That it is agreed by the Society and the Members that after the allotment of the Flats/Shops meant for the existing 17 Members is finalized at the planning stage and/ or before the signing of



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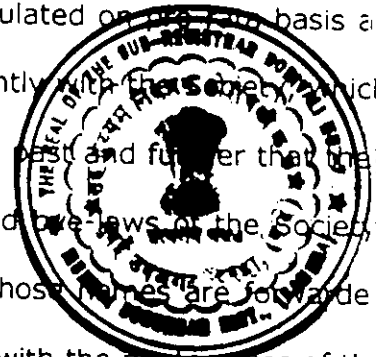


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this Agreement, they shall not approach the Developers/Builders for change of the allotted flat once so allotted to them. The said allotment made at the aforesaid stage shall remain concrete till the end.

40. It is mandatory upon the said Society and the Members to admit new purchaser as the Member of the said Society upon the Builders/Developers submitting the copies of the respective Agreements for Sale, admission documents, admission fees and share money to the society, without calling upon such new member to contribute any amount towards premium, transfer fees and/or donation and/or building fund and/or any fund and the said Society shall be under obligation to issue Share Certificate to such members without raising any excuses for the same. However, the Builders/Developers shall ensure that such new Members will pay the admission fee, share subscription, equal contribution to the sinking fund, as may be payable by them to the society calculated on pro-rata basis as to the amount of such Sinking Fund lying currently with the Society, which was contributed by the existing Members in the past and further that they shall always abide by the rules, regulations and bye-laws of the Society. The Society shall admit only those Members whose names are forwarded to the Society by the Builders/Developers alongwith the photocopies of the Agreements executed and registered. That after receipt of the same it shall be the sole responsibility of the Society and its Committee Members to deal with them as per the MCS Act and the Bye-laws and Rules of the Society.



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41. The Builders/Developers hereby agree and undertake to complete the construction at their own costs and expenses and procure T.D.R. and get the plans duly approved and sanctioned in respect of the new building/s from Municipal Corporation of Greater Mumbai and all other concerned

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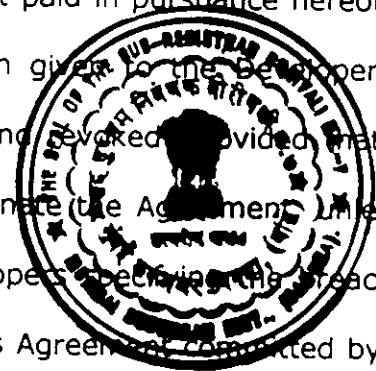


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authorities as C. A. to the Society. All the expenses for purchasing the T.D.R. and all deposits payable to Municipal Corporation of Greater Mumbai including scrutiny fees, deficiency premium, if any, I.O.D. deposit and all other expenses for getting the plans approved and sanctioned from the Municipal Corporation of Greater Mumbai as well as deposit required to be paid for laying electric meters, cable etc. shall be borne and paid by the Builders/Developers exclusively and alone. The Builders/Developers shall also pay fees, cost and charges of the Architect/Structural Engineer or other personnel as may be required for the construction of new building/s.

42. If the Developers commit any breach of any material term(s) and/or conditions of this Agreement, the Society shall be entitled to terminate this Agreement and to forfeit all moneys/deposit paid in pursuance hereof. On such termination, the license & permission given to the Developers as aforesaid to develop the Property shall stand revoked provided that the Society shall not exercise its right to terminate the Agreement unless it has first given written notice to the Developers specifying the breach or breaches of the terms and conditions of this Agreement committed by the Developers and the Developers shall have failed to remedy or rectify such breach (s) within a period of Ninety (90) days from receipt of such notice. It is further agreed that at the option of the Society, the Developers shall take away and remove within three (3) months of such termination all buildings, structures and materials brought on the said Property save and except created structure of building on the premises, and in default thereof the same shall belong to and vest in the Society absolutely and the Developer shall not be entitled to any compensation or damages in respect thereof. The Society shall be entitled to develop the said Property by engaging services of any other developers/contractors without any hindrance from the Developers.



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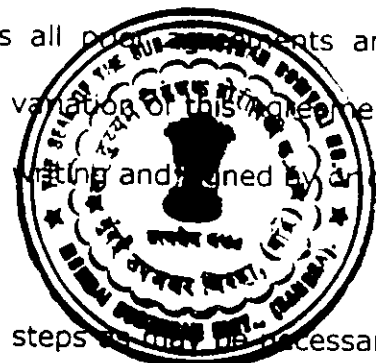
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43. It is further agreed that the Society shall be obliged to recover the amount of maintenance charges, sinking fund, lift charges and other dues of the Society from the existing members after he/they/she occupy their respective flats in the new building to be erected by the Developers.

44. Notwithstanding anything contained hereto before, it is further agreed by and between the parties in general as under:

a) Nothing in this Agreement shall constitute or be deemed to constitute a partnership or agency between any of the parties hereto and none of them shall have any authority to bind the other in any way, other than expressly agreed herein.

b) This Agreement constitutes the entire agreement between the parties in relation to the entire project and supersedes all prior agreements and understandings whether oral or written and no variation of this agreement shall be effective unless reduced into writing and signed by or on behalf of each party.



c) The Developers will be entitled to take all such steps as may be necessary including make applications to the concerned authority at its own costs and expenses, however in the name of the Society, to get the area of the Property ratified in the event of there being any discrepancy in the area.

d) All schedules and clauses mentioned in the Agreement and mutually modifications thereto shall be part of the Agreement.

e) Upon execution of this Agreement,

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(i) The Society shall allow the Developers to occupy the said land in the manner stated hereto before as licensee to enable the Developer to commence the construction activities thereon.

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(ii) The Developer shall be entitled to demolish the structure/s standing thereon in accordance with law and permissions. The salvage of the demolition shall belong to the Developer.

(iii) The Developer shall be entitled to erect a site office/ go-down's /security booths, fencing etc., and also to erect a hoarding upon the said property advertising the sale of premises to be constructed upon the said land, so far as the same concerns the premises available to the Developer to sell in open market.

f) That the Developers will be entitled to construct shopping/commercial premises up to the ground plus first floor level in the new building. It is however agreed that such shopping and/or commercial premises so constructed will not be permitted to be used for Hotel, Bar, Restaurant since the same could hinder or cause obstruction to the peaceful enjoyment of the occupation of the member of the Society. However this clause is not applicable to the existing Commercial premises.

g) The open terrace of the building, save and except the terrace attached to any individual flat under the sanctioned plan, will always belong to the Society.

45. On execution of this Agreement, the Developers shall be entitled to put up and/or erect sign boards upon the said property as also to issue advertisement/public notice in the newspapers and other media's as may be deemed fit by the Developers announcing the construction of the building/s on the said property. The Society hereby gives its irrevocable consent in favor of the Developers and/or their Advocates & Solicitors to give the advertisement in any news papers inviting the claim against the said property or any part thereof and if any claim is received by them, the Society will settle the claim at its own cost and will be helped by the





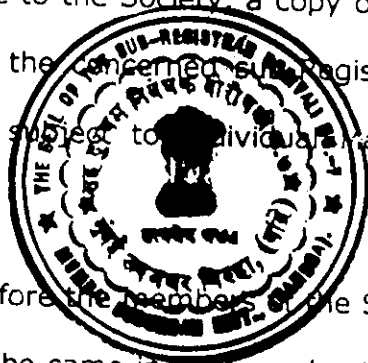






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Developers as Mediator. The copy of this agreement was placed before the members of the Society and they have persuade and understood the same in letter and spirit and have thus unanimously accepted the same which is evidenced by all the members signing the copy of the said agreement and the typical floor plan. This Agreement reflects the true and correct understanding arrived at between the parties and thus supersedes all previous communications whether written or oral between the Society and the Developers. This Agreement has been executed in two originals of the same contents & validity one for Society & other for Developers. All the Stamp Duty and Registration Charges in respect the Agreement will be borne and paid by the Developers. The original Registered Agreement will be retained by the Developers and the duplicate shall remain with the Society. The Developers shall also provide to the Society, a copy of these presents duly certified as True Copy by the concerned Registrar of Assurances. Development Agreement is subject to individual members Agreement.



46. The copy of this agreement was placed before the members of the Society and they have persuade and understood the same in letter and spirit and have thus unanimously accepted the same which is evidenced by all the members signing the copy of the said agreement and the typical floor plan. This Agreement reflects the true and correct understanding arrived at between the parties and thus supersedes all previous communications whether written or oral between the Society and the Developers.

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47. This Agreement has been executed in two originals of the same contents & validity one for Society & other for Developers. All the Stamp Duty and Registration Charges in respect the Agreement will be borne and paid by the Developers. The original Registered Agreement will be retained by the

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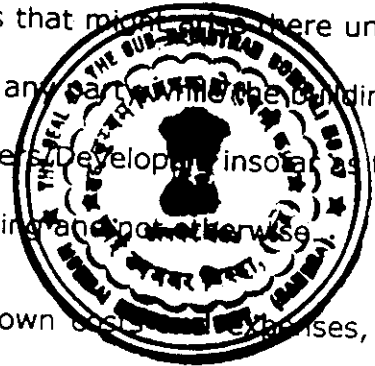
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Developers and the duplicate shall remain with the Society. The Developers shall also provide to the Society, a copy of these presents duly certified as True Copy by the concerned sub-Registrar of Assurances.

48. The Society/its existing Members shall not be liable and responsible to any purchaser or any third party or any contractor for any acts of commission and omission of the Builders/Developers.

49. The Builders/Developers shall alone be responsible for the liability of E.S.I.S., P.P.F., Workmen Compensation Act and all other statutory and labour welfare liabilities and indemnify and keep indemnified the said Society and the Members against any claims that might arise there under. The payment towards all statutory claims by any party in the building is under construction will be borne by the Builders/Developers insofar as they relate to the construction activity of the building and not otherwise.

50. The Builders/Developers shall obtain at its own cost and expenses, the third party insurance and all such requisite insurance policies before commencing construction activity so as to indemnify any losses, damages or injury suffered by the workers, servants, or any other persons carrying out any works at site of development.



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51. In the event that any terms, conditions or provisions of this Agreement is held to be a violation of any law, statute or regulation the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect if such terms, conditions or provisions had not originally be contain in this Agreement. Notwithstanding the above in the event of any such deletion, the parties shall negotiate in good faith in order to agree the terms of mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

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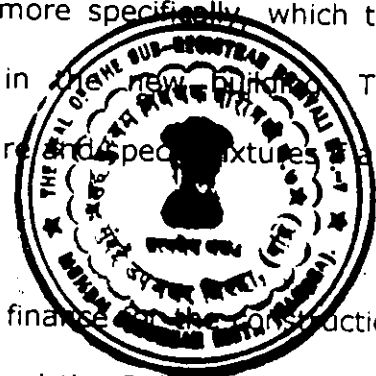


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52. This entire Agreement together with all documents executed contemporaneously with it or referred to on it, constitute the entire Agreement between the parties hereto.

53. Development Agreement is subject to Individual Members Agreement.

54. It is agreed that all costs, charges and expenses in relation to demolition of the said building and construction of the new building and the fixtures, amenities and other infrastructure agreed to be provided herein this Agreement, shall be borne and paid by the Builders/Developers exclusively and alone. The debris and all materials of the said building shall belong to the Builders/Developers. It is however agreed that at the time the existing Members shall vacate their premises, they will not take the amenities, fixtures etc. attached to their existing flats more specifically, which the Builders/Developers are going to provide in the new building. The Members may however take away their furniture and specified fixtures any attached to their existing flats.



55. The Builders/Developers have a right to raise finance for the construction of the building project on the said property and the Builders/Developers shall be entitled to enter into such suitable Agreements with any third party so as to enable the Builders/Developers to speedily complete the construction of the building. It is also agreed that the Society at no time shall be responsible or liable for such loans and liabilities. Builders/Developers shall not be entitled to mortgage or create any charge over the said property belonging to the said Society and the Flats/Shops to be granted to the existing Members which are the part and parcel thereof of the said property. The Builders/Developers may create charge/security only in respect of the premises as may belong to them in the new building upon redevelopment under this Agreement. It is agreed between the

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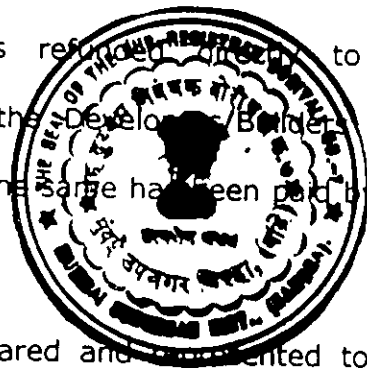
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parties that the Builders/Developers shall not merge/amalgamate the said Property with the adjacent properties.

56. It is agreed between the parties hereto that any refundable deposit which the Society shall have to pay to Municipal Corporation of Greater Mumbai or any concerned authorities in relation to the development of the said property whether in the name of the Builders/Developers or in the name of the Society, the Society alone shall be entitled to get the refund of such deposit directly from the concerned authorities and in order to enable the Builders/Developers to obtain the same, the Society shall sign all the writings, applications etc. as may be required by the Builders/Developers. In the event any of such deposit is refunded by the Builders/Developers by such authorities, the Builders/Developers shall reimburse the same to the Society, only if the same has been paid by the Society.



57. The Society and their Members have declared and represented to the Builders/Developers that their Balance Sheet upto 31.03.2013 is duly audited and that the Society is not indebted to pay any dues statutory or otherwise to any Govt., agency and/or Municipal Corporation of Greater Mumbai and/or Collector and/or any person. The Society and their Members undertake that the Society would continue to pay without any delay and default property tax and other outstanding to Municipal Corporation of Greater Mumbai, Collector and/or State Govt. any arrears unpaid by the Society so demanded during the construction period till the time of vacating of the flats and shall not call upon the Builders/Developers to pay the same.

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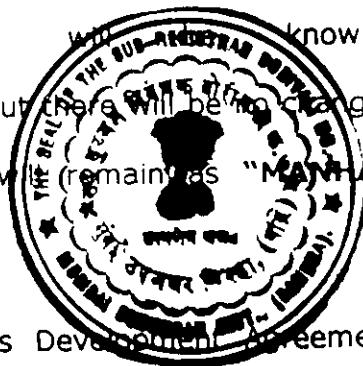


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58. The Society herein agrees at their own costs / expenses to ensure the connection of Piped Gas (MGL) in the newly constructed Flats to be allotted to the existing Member/s herein. However, it is the responsibility of the Society and its Members to apply to the concerned authority/company and to ensure the supply of the same. It is expressly agreed by the Society and the Builders/Developers that all the charges, deposits and expenses etc. affiliated to Mahanagar Gas Ltd. (MGL) pipe lines etc. shall be borne by the Society and its Members only and they shall in no way make the Builders/Developers liable to pay the same.

59. The Builders/Developers hereby admit not to create any nuisance or inconvenience to the neighborhood and follow the safety measures during the Re-developments process.

60. The name of the Building which is known as "**SHLOK MANHAR**" but there will be no change in the name of the Society and the same will remain as "**MANHAR CO-OPERATIVE HOUSING SOCIETY LTD.**"



61. Notwithstanding anything stated in this Development Agreement it is expressly and categorically agreed that the said Society shall not be entitled to terminate this Development Agreement on any grounds as the Developers/Builders herein have already made all endeavors and spent substantial amount for compliances in respective departments for the development of the said property save and except for the reason of breach of the terms and conditions of this Agreement and not otherwise.

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62. It is hereby agreed by the Society and its Members that the present proposal is given by the Developers/Builders considering the present facts, area and measurement revealed by the Society and as per the documents furnished by the Society and its Members before them and reasonable

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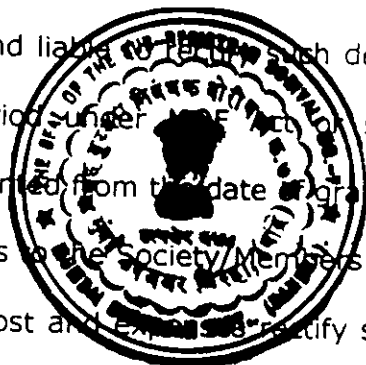
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verifications made by the Developers/Builders and in terms of the Development Control Regulations governing the redevelopment process for the time being in force. However, it is also understood and agreed by the society and its Members that if the commencement of the re-development and the actual construction gets delayed due to any reason attributed to the Society and its Members then the Developers/Builders shall be at liberty to vary/alter the aspects of the current proposal considering the said delay, and the same shall be done after due discussion with the society at that relevant time.

63. It is also agreed by the parties hereto that in case there is any leakage or defects in the construction in the new building/premises the same shall be notified and rectified as per the conditions, respective stipulated periods and provisions mentioned in the MOF Act or such prevailing act as may be applicable. That the Society and its Members also agree that the Builders/Developers shall only be entitled and liable to rectify such defect notified to them within the stipulated period under such prevailing act as may be applicable to be counted from the date of grant of intimation to take possession of the new flats to the Society/Members and the Builders/Developers shall at their own cost and expense rectify such defects or deficiencies notified to the Builders/Developers within a span of the above said stipulated period. That the Society and its Members unconditionally agree that after the expiry of the above stipulated period the Members shall not be entitled to raise any dispute or objection as to the work of construction and/or rectification of leakages. That it is hereby agreed by the Members of the Society herein that if any defect, damage and leakage occurs for the reasons attributed to them and/or their acts, by way of any additions and/or alterations in any Flats (internal as well as external), façade and outer structure of their Flat and/ or the entire



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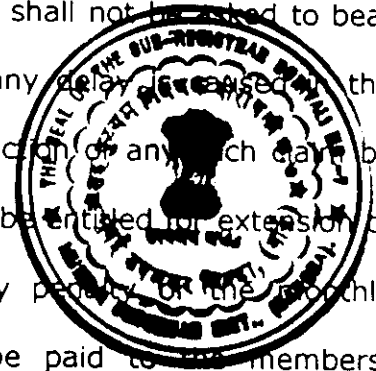
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building in any manner and of whatsoever nature even within the abovementioned stipulated time then the Builders/Developers shall not be liable to rectify the defects at their costs and that such costs and expenses incurred for rectification of the defects shall be the sole responsibility and borne by the Member/s in their individual capacity.

64. The Society herein confirms that it has not granted any development rights to any party other than the Builders/Developers herein and hereinafter they would not agree to grant development rights and sell the said property to any third party. Any claim received by the Society from any other Developer with whom the Society would have dealt with in the past with respect to the said rights, then such claims so received shall be the liability of the Society and the Members, without hampering the re-development process. The Builders/Developers shall not be asked to bear the same under any circumstances. That if any delay is caused in the process of re-development due to non-satisfaction of any such claim by the Society then the Builders/Developers shall be entitled for extension of time without they being made liable to pay penalty or the monthly compensation for such delayed period to be paid to the members. Hereinafter the said Society shall not allow any members and flat owners of the said Society to transfer his/her/their right, title and interest of his/her/their flats/shops without prior written consent बयान-के
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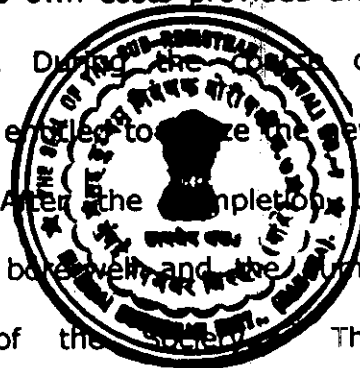
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65. The Builders/Developers shall at its own cost apply and obtain largest possible size of water connection including Rain Water Harvesting System as permissible by M.C.G.M. to ensure adequate water supply to the newly constructed building. Existing water pumps and pipe lines shall be the property of the newly formed Society.



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66. Water required for construction work shall be arranged by the Builders/Developers at its own, and charges for extra water and sewerage charges, if any, is levied by the Municipal Corporation of Brihanmumbai (MCGM) shall be borne and paid by the Developers exclusively and alone. In such event that the Builders/Developers opts for tanker water/well water for construction purpose, periodical test of construction purpose water shall be carried out to ensure its proper quality at Builders'/Developers' cost. In such event, and also if permissible, the society shall have no objection if the Builders'/Developers' is not required to pay extra water charges to the Municipal Corporation of Brihanmumbai (MCGM). As regards electrical supply, the Builders'/Developers' shall apply and obtained separate metered power connection from Electric Supply Company. The Builders'/Developers' shall at its own costs provided and install largest possible size of "Bore-Well". During the course of construction, the Builders'/Developers' shall be entitled to use the new bore-well water for construction purpose. After the completion of development work as stipulated herein, the bore-well and the pump installation shall become the property of the society. The Builders'/Developers' shall provide necessary connection so that subsequently the above Bore-Well water can be utilized for flushing purpose for the new building and any additional new construction.



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67. The Builders/Developers shall provide beautiful landscaping as designed by the Consultant Architects in consultation with Architects of the Society. The work of landscaping shall also include new paving in complete compound and below stilts. The Builders/Developers shall also provide and fix two new entrance gates as per design and specification given by the Consultant Architects of the Society and the compound shall be raised by further two feet as per design of the Consultant Architects of the Society if

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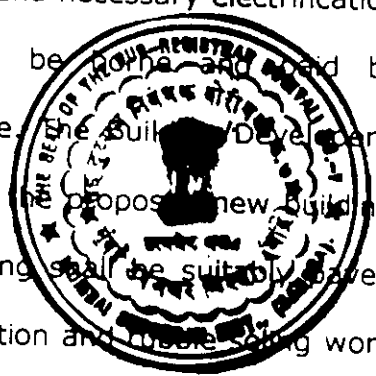
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permissible. The Builders/Developers shall extend compound wall on all sides as per design of the Builders/Developers Architects in consultation with Society's Consultant Architects. The Builders/Developers shall provide fixed additional decorative lights on the gates, terrace and shall provide sufficient light fixture with necessary cable/wiring work in the compound of the Society as suggested by the Builders'/Developers' Architect with Consultant action of Architects of the Society. The Builders/Developers shall construct Society Office for the newly constructed building and construct watchman cabin on the ground floor as per the approval by the Brihanmumbai Municipal Corporation (MCGM) and such office and watchman's cabin shall have proper foundation, brick masonry wall, RCC Slab, door, window, ceramic tile flooring and necessary electrification. The expenditure for all these works shall be borne and paid by the Builders/Developers exclusively and alone. The Builders/Developers shall provide necessary intercom in all flats in the proposed new building. The entire compound peripheral to the building shall be suitably paved with concrete after carrying out proper excavation and rubble filling work. The Compound pavement shall be finished with chequered Mosaic Tiles of approved quality only.



68. The Builders/Developers shall carry out the following work entirely at their own cost and expenses.

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- a) The Builders/Developers shall provide and erect one elevator in each wings Otis/Excel or any better quality elevators of make and minimum 6 (six) passengers capacity. The Builders/Developers should make necessary arrangements for timely booking of the elevator and shall make necessary payment for the same. The Builders/Developers shall make necessary arrangements for placing the order for the elevator at appropriate time so

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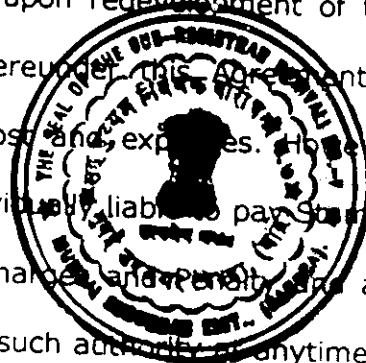


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that there is no delay in getting the delivery and erection of the elevator for timely completion of the work.

- b) New RCC overhead water tank of adequate capacity shall be constructed above staircase and the new underground RCC suction tank of adequate capacity shall be constructed by the Builders/Developers in the proposed new building as per BMC requirement and also proper submersible pump of approved make with necessary electrical and plumbing work.

69. The Builders/Developers shall bear and pay Stamp Duty and Registration Charges on the individual Permanent Alternative Agreements to be executed as above between the Builders/Developers, the Society and the existing 17 Members of the Society allotting the new Flats/Shops against and in lieu of the existing Flats/Shops upon redevelopment of the said property by the Builders/Developers hereunder. This Agreement, which shall be so redeveloped solely at its cost and expenses. However, the Members herein agree that they are individually liable to pay Stamp Duty, Registration Charges, Interest, Taxes, Charges and Penalties for all such unpaid and deficit charges demanded by such authority at anytime during the pendency of the re-development, which they are morally and legally liable to pay on their respective agreements for sale in respect of their existing old flat/s. That the Agent's Charges, if any, incurred in connection with Registration of individual Agreements shall be borne by such respective members/ society.



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70. The Builders/Developers confirm that the Society will be the sole and exclusive owner of the property. Any additional Floor Space Index (FSI) in the form of Transferable Development Rights (TDR) or concessions that may be granted in future after the completion of New Building will be the sole right and ownership of the Society and in the event of during the period of re-development of the Society property due change in

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Development Control Regulations and/or government policy and if any additional benefits in the form of additional F.S.I. over and above 2.7 FSI is granted the same will be decided mutually by the parties hereto at the relevant time.

71. The Society and the Builders/Developers shall admit that all the correspondence of letters, notice or other documents if any during the Re-development process shall be at following address of the parties.

(a) Society: Manhar Co-operative Housing Limited

(b) Developers : M/s Shlok Enterprises (Manhar)

5, NARAYAN HERITAGE, BEHIND MC DONALDS

OFF. LINK ROAD, DAHISAR WEST

MUMBAI 400 068.



72. The Society and the Developers/Builders are assessed under Income Tax under following PAN No. :

(a) Society : AAAJM0018J

(b) Developers/Builders : ACJFS3756J

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73. That the Builders/Developers agree and undertake that for a period of 3 years as per MOFA or any such prevailing act from the date of the Possession of the proposed new building on the property if there is any structural repairs and from the date of possession of new flats there is any leakage and/or repair to the terrace of the new building and toilet they shall carry out the same at their costs, charges and expenses, including making good the finishing works such as tiling, plaster, painting etc. However, if such leakage and damage is caused due to the negligence of

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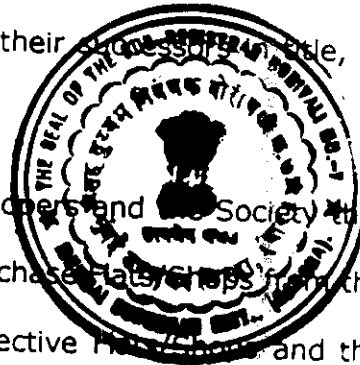


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the Society and its Members in that event the Builders/Developers shall not be liable for the same.

74. It is agreed that the Society shall pay and bear all the taxes, cess, levies payable in respect of the property till the date of last Member vacating the existing premises and the Society handing over the vacant possession of the said flats and property to the Builders/Developers for demolition and that the Builders/Developers shall be liable to pay the above said expenses during the period of construction and till the date of issuing of Intimation to accept Possession of the new flats when the newly constructed building is ready for occupation as per the MCGM Norms in all respect to the respective existing Members of the Society or their successors, as the case may be.

75. It is agreed by and between the Builders/Developers and the Society that the Builders/Developers have a first right to purchase Flats/Shops from the Members who intend to sale his/her/their respective Flats/Shops and the Builders/Developers have a right to negotiate as regards with the price of the Flat/Shop with the Flat/Shop owners. That the same shall be intimated to the Builders/Developers by such Members willing to sell their Flats/Shops before signing this Agreement.



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76. It is also hereby agreed by the Builders/Developers and the Members of the Society that in case they wish to surrender their existing flat in lieu of consideration and further surrender their entitlement to new Permanent Alternate Accommodation then they shall sell their existing Flats/Shops to the Builders/Developers herein only, at an agreed consideration as mutually decided by both the parties. In such case such Member shall not be entitled to any benefits under this Agreement as he shall cease to be a Member of the Society upon such sale. It is agreed by the Members of the

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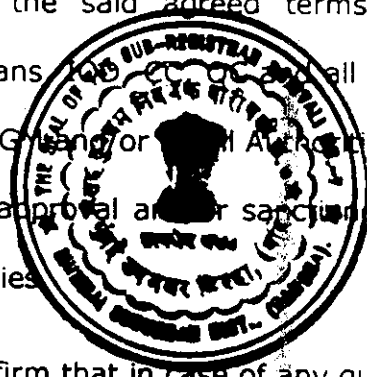
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Society that such surrender of Member's existing flats to the Builders/Developers shall be entertained only before the grant of any of the above benefits to the Members. That it is also expressly agreed by the parties hereto that after the Members receive the above said benefit or any part thereof then the members shall not be allowed and entitled to surrender/sell their existing flats to Builders/Developers or any third party until the grant of Occupation Certificate of the new building, except with the prior consent/NOC of the Builders/Developers and the Society herein, which consent will not be unreasonably held up once the purchaser/transferee agrees to abide by all the provisions contained in this Agreement which are relevant and applicable to the concerned existing Member so selling/transferring the Flat/Shop and also executes all necessary documents in the favour of the Builders/Developers thereby granting their consent and agreeing to the said agreed terms and conditions. All the approvals, Sanctioned Plans and all other related approvals to be submitted to the MCG and/or Municipal Authorities by the Builders/Developers will be subject to approval and sanctioned by the Consultant Architect of the both the parties.



77. The Society and its Members agree and confirm that in case of any queries or questions or any other doubts of the Members with regard to the Redevelopment process, the Managing Committee alone shall approach the Builders/Developers and not by the individual Members:

78. The Society admits and confirms that no portion of the said property is occupied for religious or charitable purpose.

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79. The said Society shall sign all necessary papers, execute undertaking, affidavits, indemnity bond and all such writings which are required by Municipal Corporation of Greater Mumbai for obtaining Intimation of

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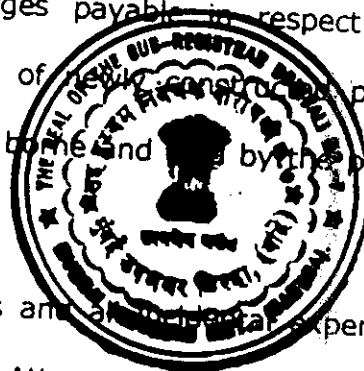


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Disapproval and Commencement Certificate from Municipal Corporation of Greater Mumbai and shall also execute necessary writings required to take necessary permission from Collector, State Govt., Mamlatdar and any Govt. authority provided however all the costs and expenses in connection therewith shall be borne by the Builders/Developers, exclusively and alone.

80. In the event of any willful delay and/or default of the terms and conditions of this Agreements, other than as provided for herein, the aggrieved party shall be entitled to enforce Specific Performance of these presents that may have been incurred by such parties, and any damage that might have been sustained by such party to specifically enforce such Agreement.

81. All Stamp duty and Registration charges payable in respect of the Builders/Developers transaction for sale of ~~newly~~ constructed premises with the prospective purchasers shall be borne ~~by the~~ by the premises Purchasers as they may mutually decide.



82. All Stamp duty and Registration Charges and all incidental expenses, if any, on this Agreement and on Power of Attorney shall be borne by the Builders/Developers exclusively and alone.

83. All disputes and differences and question in connections with the Development Agreement and/or the meaning and interpretations of any clauses thereof including the construction of articles herein shall be referred to joint Arbitrations and such Arbitrations shall be in accordance with and subject to the provisions of the Arbitrations and Conciliation Act, 1996 (as amended upto date) or any statutory modification or re-enactment thereof and the award of the Arbitrators shall be binding to the parties hereto.

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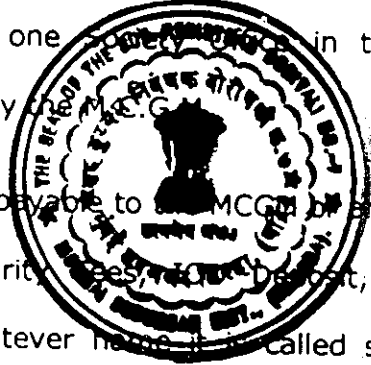
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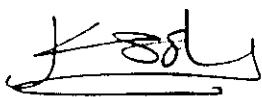
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84. This Agreement for Re-development alongwith the Power of Attorney is subject to Mumbai Jurisdiction only.
85. The Builders/Developers will be liable to pay Assessment Taxes, payable in respect of each of the unsold Flats/Shops/units till the same is sold and occupied.
86. All other taxes and/or charges building insurance premium payable including L.U.C. Taxes and/or development charges etc. shall be paid by the Builders/Developers, who shall be entitled to recover the same from the purchasers of the new Flats/Shops/Units from them except the Society and/or its 17 Members/Occupants.
87. The Builders/Developers shall provide one ~~Security Deposit~~ in the new building FREE OF COSTS as permissible by .
88. All the charges, payments, deposits etc. payable to the MCGM or any other authority or authorities such as Security ~~Deposit~~, Debris Deposit, or any other payment by whatever name it is called shall be entirely borne and paid by the Builders/Developers alone. If any penalty is levied by any authority on account of any breach of any rules, regulations of any authority as mentioned in relation to this clause the same shall be borne and paid by the Builders/Developers till the Occupation ~~Certificate~~ is obtained.
89. The Builders/Developers shall obtain at its cost, all the documents, papers, revenue records required for obtaining approval of building proposals. However, the Society shall give certified copies of documents available with the Society. On completion of the entire development work, the Builders/Developers shall apply and obtain Occupation Certificate. The Builders/Developers shall comply with the conditions of Occupation

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Certificate. The Builders/Developers shall get the assessment done through the Tax and Collection Department of B.M.C. for property tax and all expenses shall be borne by the Builders/Developers.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement in duplicate the day and year hereinabove written.

THE SCHEDULE HEREINABOVE REFERRED:

all that piece or parcel of land along with building standing thereon consisting of (Village Mandpeshwar and Taluka Borivali in the Registration District and Sub District Mumbai City and Mumbai Suburban and bearing CTS No. 9 corresponding to Survey No. 2 Hissa no. 6 admeasuring about 243.3 sq. meters and CTS No. 10 corresponding to Survey No. 2 Hissa No. 5 admeasuring about 327.4 sq. meters or thereabouts), and bounded as follows:

On or towards the East : Nandanvan Shri Sai Vishram Grub Nirman Sanstha (Maryadit)

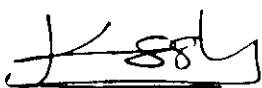
On or towards the West : Shri Gayatri Krupa Co Operative Hsg. Soc. Ltd And

Shri Sai Vishram Co Operative Hsg. Soc. Ltd

On or towards the North : Gokul Dahisar Sahakari Grub Nirman Sanstha (Maryadit)

and

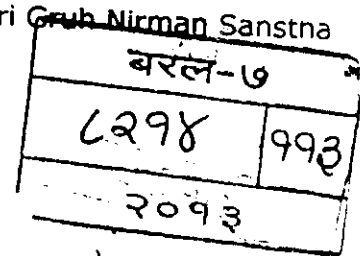
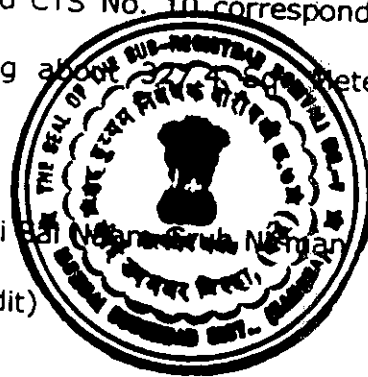
On or towards the South : Bausaheb Parab Road.













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THE COMMON SEAL OF THE within named)

"SOCIETY" MANHAR CO-OPERATIVE HOUSING SOCIETY LTD.)

this hereunder affixed in)

pursuance of the Resolution passed in the)

Special General Meeting Dated 28/08/11)

COMMON SEAL OF PARTY OF FIRST PARTY

Signed by its

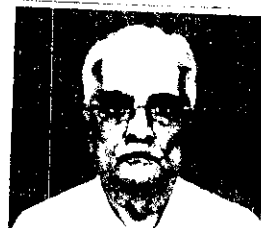


Mr. KANAIYALAL S. SHAH,
Chairman



MANHAR CO-OP. HSG. SOCIETY LTD.

Chairman / Secretary / Treasurer



Mr. HARSHAD B. DESAI,
Secretary

MANHAR CO-OP. HSG. SOCIETY LTD.

Chairman / Secretary / Treasurer



Mr. AVINASH M. EDEKAR
Treasurer

MANHAR CO-OP. HSG. SOCIETY LTD.

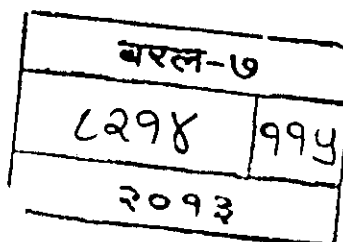
Chairman / Secretary / Treasurer



In presence of

1. Aditya

2. Apurva





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Signed and Delivered by the withinnamed)

"M/S. SHLOK ENTERPRISES (MANHAR)"

through its AUTHORISED PARTNER(S)



Kalpesh H. Jain
PARTNER

MR. KALPESH HIMMATLAL JAIN
Partner

in the presence of)

1. *Abdul*

2. *Dipak*



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ANNEXURE - 'A'

मालमत्ता पत्रक

विभाग/मौजे -- मंडपेश्वर

तालुका/न.भू.मा.का. -- न.भू.अ.बोरीवली

जिल्हा

मुंबई उपनगर जिल्हा

नगर भूमापन
क्रमांक / फा. प्लॉ. न.

शिट नंबर

प्लॉट नंबर

क्षेत्र
चौ.मो.

धारणाधिकार

शासनात्मक मालमत्ता अधिकारपत्राचा भाईचे
तपशील अर्जाच्या फेर तपशीलां नियत

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सुविधाधिकार

हक्काचा मुळ धारक
वर्ष १९६७

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पट्टेदार

इतर भार

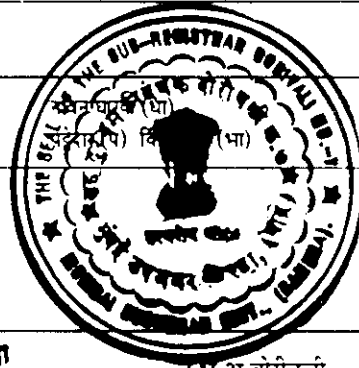
इतर शेंरे

दिनांक

व्यवहार

खंड क्रमांक

साक्षात्कृत



तपासणी करणारा

अर्ज क्र. 11260

नकल अर्ज दाखल तारीख 24/09/13 स्कूज नोंदी / नकाशा

नकल तयार तारीख 31/09/13 नऊलेचे गुल्ल 200

नकल दिल्याची तारीख 6 APR 2013

नकल तयार करणारा गुल्ल 200

नकल तपासणारा प. न. 6

स्कूज गुल्ल - 200

प्रमुख उपनिष्ठा
नगर भूमापन अधिकारी
बोरीवली

न.भू.अ.बोरीवली
मुंबई उपनगर जिल्हा

सत्य प्रतिलिपि
नगर भूमापन अधिकारी
बोरीवली

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ANNEXURE - 'A'

मालमत्ता पत्रक

विभाग/मौजे -- मंडपेस्वर

तालुका/न.भू.मा.का. -- न.भू.अ.बोरीवली

जिल्हा -- मुंबई उपनगर जिल्हा

नगर भूपापन शिट नंबर प्लॉट नंबर क्षेत्र धारणाधिकार शासनाला दिलेल्या अकरापाचा किंवा भूपापन तपशील आणि त्याच्या फेर तपशीलांचा नियत वेळ

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सुविधाधिकार

हक्काचा मुळ धारक

शेता

वर्ष १९६७

पट्टेदार

इतर भार

इतर शेंद्रे

दिनांक

व्यवहार

खंड क्रमांक

नविन धारक/धारिका पट्टेदार

साक्षात्कार



तपासणी करणारा -

अर्ज क्र. - ५२६०

नकल अर्ज दाखल तारीख २४/१२/७२ एकूण नोंदी / नकाशा

नकल तयार तारीख ३१/१२/७२ नकले ठे गेले २०९४

नकल दिल्याची तारीख ६/१२/७२

नकल तयार करणारा २२५७

नकल तपासणारा २२५७

प. भू. अ. अ. २२५७

एकूण गुण - २२५७

प्रमुख लिपिक

नगर भूपापन अधिकारी

बोरीवली

न.भू.अ.बोरीवली

मुंबई उपनगर जिल्हा

सत्य प्रतिलिपि

नगर भूपापन अधिकारी

बोरीवली

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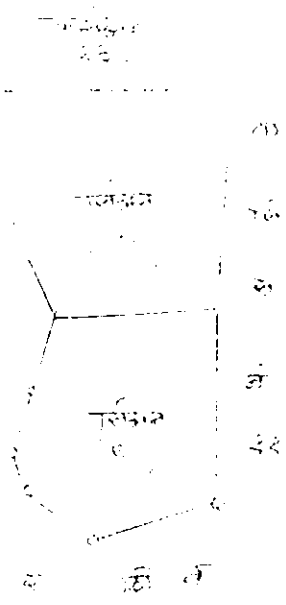


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ANNEXURE 'A'

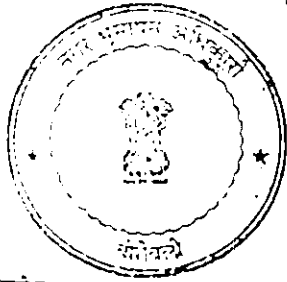
अमदार
 दिनांक च्या अर्जावरून नगर
 भूमापन येथील पुनर्विलोकन
 आलेख क्र. दल न. भू. क्र.
 च्या नकाशाची नकल

टिप - सदर या नकाशात कोणतेही



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 नकल अर्ज दाखल दिनांक २८/१२/१८ दिवस मधील / नकाशा २
 नकल तयार करिता २८/१२/१८ दिवस मधील / नकाशा २
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 नकाशा तयार करिता २८/१२/१८ दिवस मधील / नकाशा २

नगर भूमापन अधिकारी
 दोरीवली

"सदराने मजबूत हून रबर मुद्रास स्वागत / कारील नकाशा / मुद्रितलेख
 सध्यास घेऊन येऊन आला आहे."
 "सदराने मजबूत असेल अशावेळी स्थिति दरीवलीत आहे. याही
 बहालाने नकाशासहा याचचे पोडगी बसत घेणे आवश्यक आहे."

सत्य प्रतिलिपी

नगर भूमापन अधिकारी
 दोरीवली

पत्राचा १ वे. पी. ए. पी. सी.



दर T-9	
9442	130
मुद्रा	



दर T-9	
6298	928
मुद्रा	

ANNEXURE - B

1001 11 11 2013

पावती

Original/Duplicate

Thursday, February 21, 2013
11:29 AM

संख्या क्र. 139M

Regn. 139M

पावती क्र. 1642

दिनांक: 21/02/2013

मावाचे नाव: मंडपेश्वर

दस्तावेजाचा अनुक्रमांक: बरत7-1559-2013

दस्तावेजाचा प्रकार: अभिहस्तांतरणपत्र

मादर कारणाच्या नाव: मनहर को ऑप हौ गो नि तर्फे मॅकेटरी हॉर्द वी देमाई

मादरी की

रु. 30000.00

दस्त हस्ताक्षरी की

रु. 2040.00

मुद्राची मर्यादा 102

एकूण

रु. 32040.00

आपणाम हा दस्तावेज अदाजे 11:45 AM हा वेळी मिळाले आणि मोबल प्राप्त व CD घेताय

सह दु नि का वॉरिअर

वापार मूल्य: रु. 2097500

मालिके मालक शुल्क: रु. 4875

मोबदला रु. 0.-

सह दुय्यम निबंधक

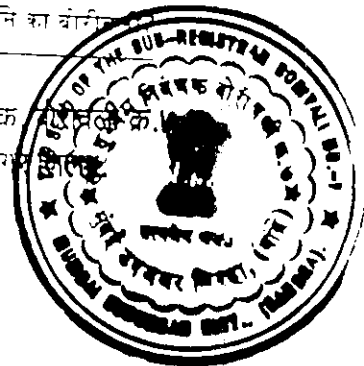
मुबई उपनगर

1) दस्तावेजा प्रकार: B. Demand Draft रुम रु. 30000.-

टीडी प्रसवार्थी अदाजे क्रमांक: 005859 दिनांक: 20-02-2013

बँकचा नाव व पत्ता: AXIS BANK LTD

2) दस्तावेजा प्रकार: B. Cash रुम रु. 2040.-



बरत-७	
८२१४	१२५
२०१३	



पृष्ठ १-७	
८२९४	९२६
२०१२	

मुद्रांक जिल्हाधिकारी, बोरीवली तालुका, यांचे कार्यालय

एम. एम. आर. डी. ए. इमारत, पहिला मजला,
वांद्रा -कुर्ला संकुल, वांद्रा (पूर्व), मुंबई- ४०० ०५१.

जा.क्र.अभि/आदेश २०७

दिनांक १२-०२-१३

(मुंबई मुद्रांक अधिनियम १९५८ च्या कलम ३१ खालील कार्यवाही)

निर्णय

उपरोक्त अभिनिर्णय प्रकरण क्रमांक ADJ/११००९०२/२४७३/२०१२ अन्वये पक्षकार **Manhar Co-op. Hsg. Soc. Ltd.** यांनी दिनांक २२/११/२०१२ रोजी **Conveyance Deed (Deemed/Unilateral)** चा संलेख अभिनिर्णयाकरिता सादर केलेला आहे. सदर संलेखामधील तपशील खालील प्रमाणे

Date of Execution	---	०७/११/२०१२ (सदर दस्तामध्य निष्पादनाचा दिनांक नमुद नाही परंतु (Deemed Conveyance च्या Order) मध्ये दिनांक नमुद केले आहे.)
Nature of Document	---	Conveyance Deed (Deemed/Unilateral)
Vendors		Shubhash Patil (Competent Authority) Vendors Smt. Dumubai Elice Vaity &
Confirming Parties		M/s. Shubhash & Shah Builders
Purchaser		Manhar Co-op. Hsg. Soc. Ltd.
Property		Parcel of Land with Building 2, १० Village - Mandapeshwar, Borivali - Borivali.
Area		५७०.७० sq.mtr.

उपरोक्त संलेखाने मावसना सन २०१२ च्या अधिनियम १९५८ मधील तरतुदीनुसार (मावसनाचे वास्तव वाजारमूल्य निर्धारण करणे) नियम १९५८ मधील तरतुदीनुसार वहीत मुद्रांक महानगरपालिका क्षेत्रासाठी प्रचलित असलेली विकास नियंत्रक नियमावली अर्थात वाजारमूल्य वहीत नमूद असलेल्या क्षेत्रातील त्यामधील दर व दस्तावेजात सादर केलेली कामगिरी विचारात घेऊन निश्चित करण्यात आले आहे. तसेच सदरने इमारतीत एकूण १७ सभासद आहेत. त्यात मुद्रांक अधिनियम १९५८ च्या कलम ३१ च्या अन्वये क्षेत्र ५३०.२८ चौ.मी. (मंजूर नकाशानुसार विटअप इतके आहे. १७ सभासदांपैकी १६ सभासदांचे दस्तावेज पूर्ण मुद्रांक शुल्क जमा केलेले आहेत. १ सभासदाचा दस्त दिनांक १०/१२/१९८५ पूर्वी निष्पादीत झालेले आहेत व मोदणीकृत आहे परंतु अनुच्छेद २५ अन्वये मुद्रांक शुल्क जमा केलेले नाही. त्यावर निष्पादीत दिनांक १०/१२/१९८५ मध्ये मुद्रांक शुल्क रु.१,३०,५००/- इतके वाजारमूल्य होत आहे. तसेच शिल्लक चटई क्षेत्र ४०.४२ चौ.मी. व रु.१९,६५,०००/- इतके वाजारमूल्य निश्चित करण्यात आले आहे त्यावर मुंबई मुद्रांक अधिनियम १९५८ मधील तरतुदीनुसार खालील प्रमाणे मुद्रांक शुल्क देय आहे.

रस्त-७	
१५५६	३
२०१३	



रस्त-७	
२२९४	१२७
२०१३	

कृपया मागे घ्या

दि. २०/१२/१९८५ पुर्वे निष्पादित झालेल्या परंतु नोंदणीकृत असलेल्या १ मभासदाच्या दस्तावरील देय मुद्रांक शुल्काचा तपशील खालील प्रमाणे -

अनु.क्र.	मालमतेचा तपशील	निष्पादन दिनांक	मुल्यांकन	अनुच्छेद	मुद्रांक शुल्क
१.	Flat No.३	२६/०६/१९८५	रु.१,३०,५००/-	२५ (b)	रु.६,५२५/-
	एकुण वाजारमुल्य रु.१,३०,५००/-			एकुण मु. शु. रु.६,५२५/-	

वाजारमुल्य	अनुच्छेद	देय मु.शु.	भरणा केलेले मु.शु.	कमी भरलेले मु.शु.
१ मभासदाच्या दस्तावर रु.१,३०,५००/-	२५(b)	रु. ६,५२५/-	रु. ०/-	रु. ६,५२५/-
रु.२९,६७,९९०/-	२५ (b)	रु. ९८,३५०/-	रु. ०/-	रु. ९८,३५०/-
एकुण मुद्रांक शुल्क				रु. १,०४,८७५/-



वस्तुस्थिती व दस्तामधील नमुद माहितीच्या आधारे खालील प्रमाणे अंतिम आदेश।

अंतिम आदेश

१. अभिनियंदाकरिता सादर केलेल्या संलेखास मुंबई मुद्रांक अधिनियम १९५८ च्या अनुसुची १ मधील अनुच्छेद २५(b) नुसार मुद्रांक शुल्क रु.१,०४,८७५/- देय असल्याबाबत जा.क्र.अभि.आदेश/२९२/१३ दिनांक २८/०१/२०१३ अन्वये अंतरिम आ. श पारीत करण्यात आले होते त्यास अनुसरून मुद्रांक शुल्काचा भरणा कोणत्याही आक्षेपाविना पक्षकारांनी दि.३१/०१/२०१३ रोजी केला असल्याने दि.२८/०१/२०१३ रोजीचा अंतरिम आदेश अंतिम आदेश म्हणून प्रयोज्य करण्यात येत आहे.



Shah

(श्रीधर बोधे)

मुद्रांक जिल्हाधिकारी, धोरेवली.

प्रति----- Manhar Co-operative Society, Mumbai

प्रति- सह दुय्यम निवेदन क्र. २९२/१३ दि. २८/०१/२०१३



वरज-७
९५५,९९०
२०१२

नारन-७
८२९४ १२८



बस्त-७	
१५५८	५
२०१३	

बस्त-७	
१२५४	१३०
२०१३	