

### ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH Serial No :

360841

Denomination:

Putchased By :

G. VENKATESH 5/0 G.A. RAO

SECBAD

CANNED

For Whom GREEN WOOD ESTATES

SECBAD

Sub Registrar

Ex.Officio Stamp Vendor G.S.O., CalG Office, Hyd

1321000

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the day of Osciober 2008 at Secunderabad by and between:

M/s. GREENWOOD ESTATES, a registered partnership firm, having its office at 5-4-187/3&4, II floor, Soham Mansion, M.G. Road, Secunderabad -500 003, represented by its Partners/ Authorised representatives Shri. Soham Modi, Son of Shri. Satish Modi aged about 38 years, Occupation: Business, resident of Plot No. 280, Jubilee Hills, Hyderabad, and Snt. K. Sridevi, W/o. Shri. K.V.S. Reddy, aged about 32 years, R/o. Flat No. 502, Vasavi Homes, Uma Nagar, 1st lane, Begumpet, Hyderabad, hereinafter referred to as the Builder.

AND

MR. RAJESH V. MALLAN, SON OF MR. K. V. MALLAN, aged about 37 years, residing at 31, Levett Road, Leather Head, Surrey United Kingdom - KT 227EG, hereinafter referred to as the Buyer.

The expression Builder and Buyer shall mean and include his/her/theirs, legal representatives, administrators, executors, successor in interest, assignee, etc.

For Greenwood Estates

Page 1

1 D a) 25 8 20 1/20/200/80/80.4.19 1 a.50. a) ක්තුන්ස බ<u>ිරි</u> විර්කාණු කාමු කා ප්රේණ කාම කරනු (p) ಈ පැරීඡකා ක්රාත් ත්රුණු ( / ) ENDORSEMENT Cartified that the following amounts have been paid in respect of this document L Stamp Duty: **නන්-වස**ැමුරම 3. in the shape of cash (u/s.41 of J.S. Act. 1899) 4. adjustment of stemp duty w/S.16 of i.S.Act, 1899 if any M. Transfer Duty: 1. In the shape of challan ముహరు 2. In the shape of cosh M. Registration fees: THE SEAL 1. In the shape of challen Rs. 1000 = 100 2. in the shape of each OFTHE SUB-REGISTRAR CZ. User Charges 1. in the shape of challan VALLABHNAGAF 2. in the shape of cash. 2008800 200020 0 1930 to 50 30 25-ಷ್ **ತೆ**ದ ವೆಗಲು sogowood & Swak. Meathake Kedle లిజాస్టేషన్ చెట్టము 1908 లోగి సెక్షన్ 32ఏ ను అనుసలంచా Proposony సనర్వంచవలసిన ఫికిట్ గాపులు మరియు నేఖముదలతో నవక ලංකුතා ස්බී රාකාකා රූ <u>/ 000 ක</u> සුවූ යන් వాసి అభ్నగ్రట్లు ఓప్ప్రస్త్రాన్డ్రవ K. Prabhakar Raddy, Sie. K. Padna Raddy, Occupation: Service, (O). 5-4-187/3-8-4, 2nd Floor, Schem Manden, M.A. Raad, Secunderabat-03, through attended 674/674 for passentation of documents, Vide GPA / SPA-No. 8/25/08 dated 9-1-08 registerer at \$80 Ranga Raddy District steering V. Mallan S/o. 10- V. Malla oce: Service - e/o sols, Balaji Pride, 10. V. Malian Strenky, Mollan Pranethorths nogar, uppel, the devalad, brough SPA Validated Vide File NO. 5675/E/08, Dt. 20/10/ Reflection Bon 3/0 BRANKENS Ros HAM , 926 Salla Boss Dolare SEC-18-40 500016 Ventollerions reday 8/p. Anto reday RPa 11-49/2, Greenthily Colomy 19<u>30</u> න.අ. අ<sup>372</sup> නාංහර<u> 20</u> න මින 

#### WHEREAS:

- A. The Buyer under a Sale Deed dated 7.10.08 has purchased a semi-finished, Semi deluxe apartment bearing no. 316 on the third floor in block no. 'C', admeasuring 1230 sft, of super built up area in residential apartments styled as 'Greenwood Residency' forming a part of Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R. R. District (hereinafter after referred to as the Scheduled Apartment). This Sale Deed is registered as document no. 4985/08, in the office of the Sub-Registrar, Vallab Nagar, Hyderabad. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction for completion of construction of the semi-finished apartment as per the agreed specifications.
- B. The Buyer is desirous of getting the construction completed with respect to the Scheduled Apartment by the Builder.
- C. The Buyer as stated above had already purchased the semi-finished apartment bearing no. 316 on the third floor in block no. 'C' and the parties hereto have specifically agreed that this Construction Agreement and the Sale Deed referred herein above are and shall be interdependent and co-existing agreements.
- D. The parties hereto after discussions and negotiations have reached certain understandings, terms and conditions etc., for the completion of construction of the Scheduled Apartment and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

- 1. The Builder shall complete the construction for the Buyer a semi-deluxe apartment bearing no. 316 on the third floor in block no. 'C', admeasuring 1230 sft. of super built up area and undivided share of land to the extent of 65.88 sq. yds, a reserved parking space for single car admeasuring 100 sft., as per the plans annexed hereto and the specifications given hereunder for an amount of Rs. 13,21,000/- (Rupees Thirteen Lakhs Twenty One Thousand only).
- 2. The Buyer shall pay to the Builder the balance amount of Rs. 13,21,000/(Rupees Thirteen Lakhs Twenty One Thousand only) in the following manner:

Installment	Amount (Rs.)	Due date of payment
I	5,77,000/-	16.02.2008
II	2,79,000/-	16.03.2008
III	4,65,000/-	01.05.2009

3. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 10 below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in clause 2 above. The buyer shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Vendor as to completion of the Scheduled Apartment, notwithstanding the installments and due dates mentioned above.

For Greenwood Estates

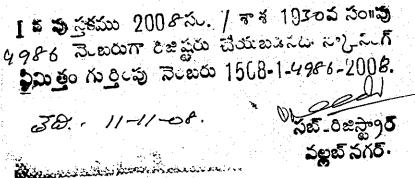
Partner

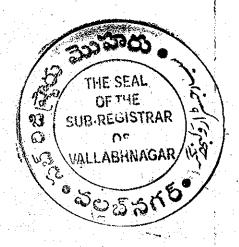
For Greenwood Estates

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- 4. The Buyer shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances shall the Buyer delay the payment of installments for more than 1 month from the due date.
- 5. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Builder shall under no circumstances be held responsible for non-sanction of the loan to the Buyer for whatsoever reason. The payment of installments to the Builder by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.
- 6. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 316 on the third floor in block no. 'C' to the Builder for the purposes of completion of construction of the apartment.
- 7. The Builder shall construct the Apartment in accordance with the plans and designs and as per specifications annexed hereto. Cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charged extra.
- 8. The Builder shall be liable to pay all such amounts for and on behalf of the Buyer as may be required by concerned government / quasi government departments for water & electricity connections and for any other amenities. Such payments shall solely be borne by the Builder.
- The Builder shall complete the construction of the Apartment and handover possession of the same by 01<sup>st</sup> May 2009, with grace period of 06 months provided the Buyer fulfils all his obligations under this agreement. However, the Builder shall not be liable and responsible if they are unable to construct and deliver the possession of the said Apartment within the stipulated period if the construction is delayed or stopped by the reason of non-availability of essential inputs like steel, cement etc. or on account of prevention, obstruction, prohibition, ordinance, legislation and/or notification by any governmental / quasi governmental authorities and agencies on account of any other reasons which are beyond the control of the Builder like war, civil commotion etc. The Buyer shall not have any right to claim any interest, loss or damage or shall not insist for the refund of any amount till the work is completed.
- 10. The Builder upon completion of construction of the Apartment shall intimate to the Buyer the same at his last known address and the Buyer shall within 15 days of such intimation take possession of the Apartment provided however, that the Buyer shall not be entitled to take possession if he / she has not fulfilled the obligations under this agreement. After such intimation, the Builder shall not be liable or responsible for any loss, theft, breakages, damages, trespass and the like.
- 11. The Buyer upon taking possession of the apartment shall own and possess the same absolutely and shall have no claims against the Builder on any account, including any defect in the construction.

For Greenwood Espates

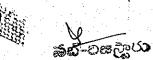
For Greenwood Estates

Partner

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Partner

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- 12. The Buyer upon receipt of the completion intimation from the Builder as provided above, shall thereafter be liable and responsible to bear and pay all taxes and charges for electricity, water and other services and outgoings payable in respect of the said Apartment.
- 13. The Builder shall deliver the possession of the completed Apartment to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Builder.
- 14. The Buyer shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Builder or to his nominated contractors or their agents, nominees etc. to construct, repair, examine, survey, make such additions, alterations to the structures etc., that may be necessary for execution of the Greenween Residency project.
- 15. The Buyer agrees that under no circumstances including that of any disputes or misunderstandings, the Buyer shall not seek or cause the stoppage or stay of construction or related activity in the GreenwoodResidency project or cause any inconvenience or obstructions whatsoever. However, the claim of the Buyer against the Builder shall be restricted to a monetary claim, which shall not exceed 10% of the consideration as damages in case of any breach or violation of obligations by the Builder. This understanding is specifically reached amongst the parties for the overall interest of the other Buyers in the project and for the smooth uninterrupted execution of the works for the project as a whole.
- 16. It is hereby agreed and understood explicitly between the parties hereto that the Buyer shall be solely responsible for payment of any, VAT, service tax or any other similar levy that may become leviable with respect to the construction of the Apartment under this agreement, or the sale deed.
- 17. Any delay or indulgence on the part of the Builder in enforcing any of the terms of this agreement of forbearance or giving of time to the Buyer shall not be construed as a waiver on the part of the Builder of any breach or non compliance of any of the terms and conditions of this agreement by the Builder nor shall the same prejudice the rights of the first party in any manner.
- 18. The Buyer hereby covenants and agrees with the Builder that if he fails to abide with the terms and conditions of this agreement, the Builder shall be entitled to cancel this agreement without any further action and intimation to the Buyer. The Builder upon such cancellation shall be entitled to forfeit a sum equivalent to 50% of the total agreed consideration as liquidated damages from the amounts paid by the Buyer to the Builder. The Builder shall further be entitled to allot, convey, transfer and assign the said Apartment to any other person of their choice and only thereafter, the Builder will refund the amounts paid by the Buyer after deducting liquidated damages provided herein.

For Greenwood Estates

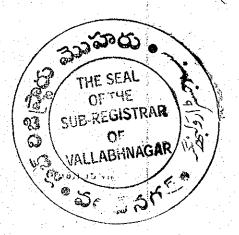
Partner

For Greenwood Estates

Partner

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- 19. It is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement unless otherwise specifically waived and/or differently agreed upon in writing.
- 20. In case of any dispute between the parties, the matter shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Secunderabad and the proceedings shall be in English. The place of legal jurisdiction shall be at Secunderabad.
- 21. Wherever the Buyer is a female, the expressions 'He, Him, Himself, His' occurring in this agreement in relation to the Buyer shall be read and construed as 'She, Her, Herself'. These expressions shall also be modified and read suitably wherever the Buyer is a Firm, Joint Stock Company or any Corporate Body.
- 22. In the event of any changes in the terms and conditions contained herein, the same shall be reduced to writing and shall be signed by all the parties.
- Stamp duty and Registration amount of Rs. 14, 210/- is paid by way of challan no. 262463, dated 29.10.08, drawn on State Bank of Hyderabad, Begumpet Branch, Hyderabad and VAT amount of Rs. 13, 210/- paid by the way of pay order No. 144132 dated 01.10.08 HDFC Bank, S. D. Road, Secunderabad.

Partner

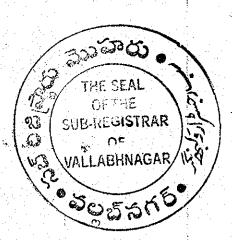
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For Greenwood Estates

Partner

1 వ పుగ్హికళ్లు 2002 సం/శా.శ.1930 వ.నం. పు దగ్హానేజు సెం 2022 మొక్తము కాగిశ్ ముల సంఖ్య Q D ఈ కాగితము వరుస్ సంఖ్య ( 5)

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#### SCHEDULE OF APARTMENT

All that portion forming a semi-finished semi-deluxe apartment no. 316 on the third floor in block no. 'C' admeasuring 1230 sft. of super built-up area (i.e., 984 sft. of built-up area & 246 sft. of common area) together with proportionate undivided share of land to the extent of 65.88 sq. yds. and reserved parking space for single car on the stilt floor, admeasuring about 100 sft., in the residential apartment named as Greenwood Residency, forming part of Sy. Nos. 202, 203, 204, 205 & 206, situated at Kowkur Village, Malkajgiri Mandal, R. R. District marked in red in the plan enclosed and bounded as under:

North By	Open to sky & 7' wide corridor	
South By	Flat No. 325	
East By	Open to sky	
West By	Open to sky	

For Greenwood

WITNESSES.

1. 110/2008

07/10/2008

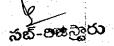
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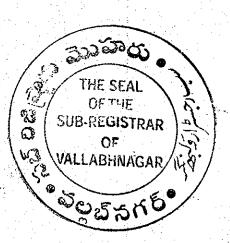
states

Partner

**BUILDER** 

BUYER





# SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION

Item	Semi-Deluxe Flat	Deluxe Flat					
Structure	RCC						
Walls	4"/6" solid cement blocks						
External painting	Exterior emulsion						
Internal painting	Smooth finis	h with OBD					
Flooring	Ceramic tiles Marble slabs						
Door frames	Wood (non-teak)						
Doors & hardware	Flush doors with branded hardware	Panel doors with branded hardware					
	Panel main door - polished.	Panel main door - polished.					
	Other doors - enamel	Other doors - enamel					
Electrical	Copper wiring with modular switches						
Windows	Aluminum sliding windows with grills						
Bathroom	Ceramic tiles with 7' dado	Designer ceramic tiles with 7' dado					
		with bathtub in one bathroom.					
Utility room	Separate utility area in each flat						
Sanitary	Branded sa	nitary ware					
C P fittings	Branded CP Fittings	Superior Branded CP Fittings					
Kitchen platform	Granite slab, 2 ft ceramic tiles dado,	Granite slab, 2 ft granite tiles dado,					
	SS sink. SS sink with drain b						
Plumbing	GI & PVC pipes						
Lofts	Lofts in each bedroom & kitchen						

IN WITNESSES WHEREOF this Agreement for Construction is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

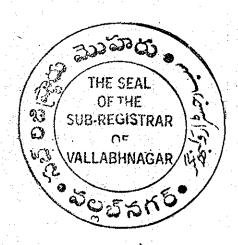
WITNESS:

Partner

For Greenwood Estates

BUILDER Partner

నబ్-రిజిస్ట్రారు



41.35.33

THE REAL PROPERTY.

### PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908.**

₹/\* <u>Q.</u>

**FINGER PRINT** IN BLACK (LEFT THUMB)

PASSPORT SIZE **PHOTOGRAPH** BLACK & WHITE

NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER

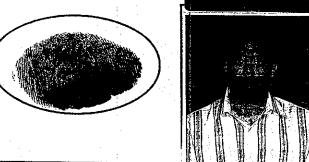












#### **BUILDER:**

M/S. GREENWOOD ESTATES A REGISTERED PARTNERSHIP FIRM HAVING ITS OFFICE AT 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M.G. ROAD SECUNDERABAD -500 003 REP. BY ITS PARTNERS 1. SHRI. SOHAM MODI SON OF SHRI. SATISH MODI

2. SMT. K. SRIDEVI W/O. SHRI. K.V.S. REDDY R/O. FLAT NO. 502 VASAVI HOMES UMA NAGAR, 1ST LANE BEGUMPET **HYDERABAD** 

SPA FOR PRESENTING DOCUMENTS VIDE DOC NO. 8/BK/IV-2008 Dt: 09.01.2008:

MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M.G. ROAD SECUNDERABAD -500 003.

#### BUYER:

MR. RAJESH V. MALLAN S/O. MR. K. V. MALLAN R/O. 31, LEVETT ROAD **LEATHER HEAD** SURREY UNITED KINGDOM - KT 227EG

#### SPA FOR PURCHASER:

MR. SREENESH V. MALLAN S/O. MR. K. V. MALLAN R/O. 505, BALAJI PRIDE **PRASHANTH NAGAR UPPAL** HYDERABAD.

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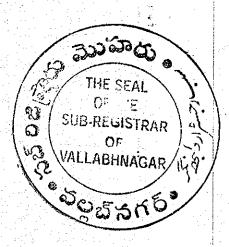
SIGNATURE OF WITNESSES:

Partners OF EXECUTANTO the I stand herewith my photograph and finger prints in the form prescribed, through my representative, Mr. Sreenesh V. Mallan, as I cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Vaillab Nagar, Hyderabad.

SIGNATURE OF THE REPRESENTATIVE

SIGNATURE(S) OF BUYER(S)

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بميريس

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

## AIYPK2089F



नाम JNAME SRIDEVI KALICHETI

पिता का नाम /FATHER'S NAME VENKATA RAMI REDDY NARALA

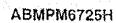
जन्म तिथि /DATE OF BIRTH

19-04-1977

KTHINY ISIGNATURE

Chief Commissioner of Income-tax, Andhra Pradesh

रगाई लेखा संख्या PERMANENT ACCOUNT NUMBER





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18-10-1969

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Cluel Commissioner of income-tex, Andrea Pradesh

आयकर विभाग INCOME TAX DEPARTMENT

PRABHAKAR REDDY K

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15/01/1974

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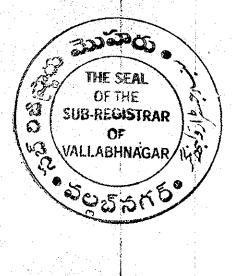
भारत सरकार GOVT. OF INDIA





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7/10/1971

**WALTHETHARA** 

SOFTWARE

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01/08/2007

पंजीयन प्रमाणपत्र CERTIFICATE OF REGISTRATION विदेशी भारतीय नागरिक Overseas Cilizen of India

#### पंजीयन प्रभाणपत्र CERTIFICATE OF REGISTRATION विदेशी भारतीय नागरिक OVERSEAS CITIZEN OF INDIA

यह प्रमाणित किया जाता है कि जिस व्यक्ति की जानकारी इस प्रमाणपत्र वें दी गई है उसे नागरिकता अधिनियम 1955 की धारा 7 क के अधीन विदेशी भारतीय नागरिक के रूप में यंजीकृत किया गया है।

This is to certify that the person whose particulars are given in this Certificate has been registered as an Overseas Citizen of India under the provisions of Section 7A of the Citizenship Act, 1955.



Assistant Consular Officer High Commission of India London

जारी करने वाले अधिकारी के हस्ताक्षर एवं मुदुर Signature & Seal of issuing authority

SURREY UK 108557378 31 LEVETT ROAD श्रो सी आई प्रमाणपत्र धारक का दिखने योग्य पहचान किन्ह / Visible Distinguishing Mark of OCI Certificate Hold CT22 7EG RADHA BAT SANESH PAI RISHMA WENTITESWARA MALLAN ोर्ट क्./ Passport No 22/01/2007 LEATHERHEAD

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आएी करने का स्थान / Place of Issu

LONDON

Jalasimer House, Mansingh Road, New Delhi-110011 If, the holder Citizenship Section, Foreigners Division, Ministry of Home Affairs, reported to the nearest indian Mission abroad or to the O.C.L. cell, Loss, thatt or destruction of this certificate should be immediately

This certificate must not be altered or mutilated in any way.

surrender should be complied with immediately. Authority regarding this certificate including demand for its Any communication received by the holder from the issuing This certificate is the property of the Government of India.

#### САПТОИ

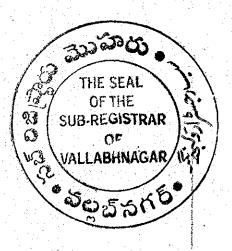
गुहमंत्रालय, जैसलमेर हाकस, मानसिंह रोड, नई दिल्ली -110011 को तुरन्त दी जाए। , प्रमम् एडिडी , एतम्हरू कत्रीगान , उर्जक्य हाए कि कि कि छ भूमा कराय होए हिए कि हा हो। अधिताम के उक्त सिष्ट्रम किएच रण सिष्ट है सिष्ट एवं सिए हि स्पूर्ट होता है के स्वार्थ सि । शार फ़र्का म

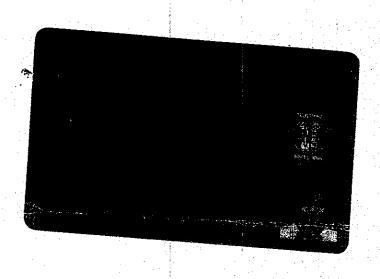
कि क्षत्र हैं में अवस्त कि किया कि किया को किया है कि में हमाणान्य सब उ गुरन्त अनुपालन क्रिया जाए ।

एक के बाद के हुए हैं। इस कार एक एक एक एक एक है। है के हो के इन्हें के इस्कार है सङ्ग हे और कि जिल्ह्योप हार्क़रक जिल्हा है जिस्का कि राक्रफ नगम हमागमा उम

સાવલીની

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