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AGREEMENT FOR SALE AND DEVELOPMENT

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Zaibyn J. Shah

REHAN CONSTRUCTION A ONE

Partner

made January, of the year Two Thousand Fifteen (/01/2015). AGREEMENT FOR DEVELOPMENT AND SALE is executed at Ponda, Goa, on this day of

BETWEEN

- Indian National and his wife; Anwar Khan MR. MUNNAWAR KHAN USTAD, son of late Mr. Ustad, aged 69 years, married, business,
- Colony Gogol, Margao Goa. residents of H. No.106, Block-G, Opp. LIG Housing Board Indian National having PAN CARD No.AMKPK3796, Both Munnawar Khan Ustad, aged 62 years, married, housewife, 2 MRS. SHAHIDA KHAN USTAD, wife <u></u>
- National and his wife; Khan Ustad, (B) MR. FIROZ KHAN USTAD, son of late Mr. aged 56 years, married, business, Indian Anwar
- Khan Hospital, Valpoi, Sattari,, Goa. National, 4 Ustad, aged 49 years, married, housewife, Indian MRS. GULSHANBI KHAN USTAD, wife of Mr. Firoz Both residents of H. No.34, Near Amshekar
- Indian National, and his wife; (5) Anwar Khan Ustad, aged 46 years, married, business, MR. DILAWAR KHAN USTAD, son of late Mr.

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- Valpoi, Sattari Goa. National, Both residents of H. No.35, Near Post Office, Khan Ustad, aged 42 years, married, housewife, MRS. SALMABI KHAN USTAD, wife of Mr. Dilawar Indian
- Shah, residents of Vasco-da-Gama, Goa, late Mr. Anwar Khan Ustad and widow of late Mr. Iqbal Munir MRS. ZAIBUNNISA SHAH ALIAS KHAN, daughter of aged 62 years, widow, Occ. Nil, Indian National,
- EGISTRAR O. busband; aged 67 years, married, housewife, Indian National, and her of late Mr. Anwar Khan Ustad and wife of Mr. Dawood Shaikh, <u>@</u> MRS. MAKHMOOR SHAIKH ALIAS KHAN, daughter

一一一一

- MR. DAWOOD SHAIKH, son of Mr. Murtaja Shaikh, aged 71 years, married, retired, Indian National, both resident of Hous No.34, Near Amshekar Hospital, Valpoi, Sattari – Goa.
- married, housewife, Indian National and her husband; (10)Khan Ustad MRS. JAMHAAR MULLA, daughter of late Mr. Anwar and wife of Mr. Kasim Mulla, aged 63 years,
- No.H. No.33, Near Amshekar Hospital, Valpoi Sattari Goa, 69, married, (11) MR. KASIM MULLA, son of Mr. Hassansab Mulla, aged business, Indian National, Both residents of H.
- wife; Shah, aged 42 years, married, business, Indian National and his **(12)** MR. ALTAF IQBAL SHAH, son of late Mr. Iqbal Munir

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REHALL CONSTRUCTION

- residents of Gabmar Apts. Vasco-da-Gama. Shah, aged 34 years, married, housewife, Indian National Both MRS. SHAISTA ALTAF SHAH, wife of Mr. Altaf Iqbal
- aged 39 years, married, business, Indian National and his wife; MR. ASHFAQ SHAH, son of late Mr. Iqbal Munir Shah,
- aged residents of Vasco-da-Gama, Goa. (15)36 MRS. SHAZIA ASHFAQ SHAH, wife of Mr. Ashfaq Shah, years, married, housewife, Indian National Both
- STRAP OF LYS Khan Ustad and widow of late Mr. Adam Shah, major of age, **(16)** dow, housewife, Indian National resident of Borda, Margao, MRS. SHAMEEM BI SHAH, daughter of late Mr. Anwar
- housewife, Indian National and her husband; Shah, and wife of Mr. Farooq Khan, aged 26 years, married, **(17)** MRS. JASMINE SHAH, daughter of late Mr. Adam

to a land a line

- 35 years, business, Indian both residents of Cancona Goa (18) MR. FAROOQ ILIAS KHAN, son of Mr. Ilias Khan, aged
- Shah, aged 23 years, unmarried, Occ. Nil, Indian National, (19) MISS. TAPSIN BI SHAH, daughter of late Mr. Adam
- housewife, Indian National and her husband; Khan Ustad and wife of Mr. Hanif Baig, aged 44 years, married, MRS. HASHMAT BAIG, daughter of late Mr. Anwar
- residents of Islampura, Vasco-da-Gama, Goa Baig, aged 48 years, married, business, Indian National, Both (21)MR. MOHAMMAD HANIF BAIG son of Mr. Masood

Murror Khan

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- (22) MRS. YASMEEN BI FARUQI alias SHAH, Daughter of late Mr. Iq. ql Munir Shah and wife of Mr. Mazhar Faruqi, aged 43, married, housewife, Indian National, and her husband;
- (23) MR. MAZHAR FARUQI, son of Mr.Latif Faruqi, aged 44, married, service, Indian, Both residents of model town, Andheri(E) Mumbai.
- (24) MRS. SHAMEEM KHAN, daughter of late Mr. Iqbal Munir Shah and wife of Mr. Shabab Khan, major of 37 yrs married, house wife, Indian National, and her husband
- (25) MRS.SHABAB KHAN, son of Mr. Hasmat Khan, aged 42, married, service, Indian National, OWNER thereof shall also mean and include their heirs, executors, successors, administrators, representatives and assigns) OF THE FIRST PART Both residents of Ever Shine, Powai, Mumbai. All are hereinafter jointly referred to as "THE VENDORS" (which expression unless repugnant to the context or meaning

AND

registered under Partnership Act, having its Registered Office at S-1, M/S. REHAN CONSTRUCTION, BUILDERS & DEVELOPER, a Partnership Firm, duly

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REHAN CONSTRUCTION

Partner

Zaibyn. I. Shal

repugnant to the context or meaning thereof shall also mean administrators, representatives and assigns) OF registered before Notary, Adv. Nelson Soares, under Shaikh, by virtue of Power of Attorney dated 15/11/2012, husband MR. KHAJA SHAIKH, son of Mr. Khajawali PAN Card No.CCXPS9528J, represented herein by her Mr. Khaja Shaikh, aged 32 years, married, business, having SHAIKH, son of Mr. Khajawali Shaikh, aged 33 years, Ponda - Goa, represented by its Partners (1) MR. KHAJA SECOND PART Floor, D'Souza Apartment, Nagamasjid, Curti, Ponda -No.56917, on 15/11/2012, both residing at S-1, No.BAYPS5853E, and (2) MRS. SHARIFA SHAIKH, wife of PEVELOPER/PURCHASER" and include their heirs, Floor, hereinafter married, D'Souza business, referred Apartment, Nagamasjid, (which expression unless having executors, ð as PAN successors Second

certified Xerox copies of which enclosed herewith. Indian National, residents daughter of late Mr. Anwar Khan Ustad and widow of late Mr. Iqbal Munir Shah, aged 62 years, widow, Occ. Attorney holder MRS. ZAIBUNNISA SHAH ALIAS KHAN, The Vendors No.8 to 26 are represented by their Power of of Vasco-da-Gama,

WHEREAS there exist a Property known as "PENEM" aforamento in the name of Mr. Domingos Joao Arcanjo situated ⊒. Massordem, of Valpoi and conceded in

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Partner

REHAN CONSTRUCTION

the "SAID PROPERTY/PLOT" of Soid Usman, of Vaalpoi and hereinafter referred to as by the Municipal Road and on the North by the property state of Goa, and bounded on the East, West and South of Land Registration of the Comarca of Bicholim, under Correis, by government and escribed in the Conservatory Taluka Sattari, Sub-District of Valpoi, District of North, No.14638, at folios – 195, overleaf of Book B, 37 (new), under new Survey No.7/4, of Village Valpoi,

AND WHEREAS, vide Deed of Sale with Quittance of the property/plot to his wife Mrs. Jainabi, w/o. Anwar Can registered under No.143, in the Office of Comarca and same Deed of Gift with Acceptance, dated 24/08/1962, aforamento in favour of said Domingos Joao and by the situated at Massordem of Valpoi, and conceded in as Penem, along with the dwelling house, excising therein Especiosa Severina Correis, the said property/plot known Joaquina Mr. Domingos Joao Arcanjo Correia and his wife Ana Town of Bicholim, Mr. Anwar Can Ustado gifted the said fown of Bicholim, Mr. Anwar Can Ustado, purchased from gistered under No.143, in the Office of Comarca and ce and Ressurreicao Figueiredo and her Gift with Acceptance, dated 24/08/1962, daughter

wife Mrs. AND WHEREAS, the said Mr. Anwar Can Ustado alais Mr. Anwar Khan Ustad Khan, expired on 04/07/1987 and his Jainabi alais Jainabi Khan, expired

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Zaibun I. Shah

REHAN CONSTRUCTION

04/06/2008, without making any will or any and the successors for the said property/plot. them the Vendors herein above written as their legal heirs disposition in respect of their estate and leaving behind

her husband Mr. Dawood Shaikh, Mrs. Jamhaar Mulla, & & his wife Mrs. wife Mrs. Shahida Khan Ustad, Mrs. Makhmoor Shaikh, & successors of late Mr. Anwar Khan Ustad Khan and late Ustad, & his wife Mrs. Salmabi Khan Ustad, Mrs. Hasshmat Shah, & her husband Mr. Adam Shah, Mr. Dilawar Khan Division of Sattari, the Mr. Munnawar Khan Ustad & his of heirs dated 19/01/2009, duly registered in the Judicial AND WHEREAS vide Deed of Succession or Qualification Mrs. Jainabi alais Jainabi Khan. r husband Mr. Kasim Mulla, Mrs. Zaibunnisa Shaikh, & & her husband Mr. Hanif Baig, qualified

Shahista Altaf Shaha, Mrs. Shameem Khan, & her husband Ashfaq Shaha. Mr. Shabab Khan, Mr. Ashfaq Shah, & his wife Mrs. Shazia Muzawar Farooqi, Mr. Altaf Iqbal Shah, & his wife Mrs Mrs. Yasmeen Bi Shaikh Alias Shah, & her husband Mr. holder Mrs. 01/10/1991, WHEREAS Mr. Iqbal Munir Shah expired leaving behind him is widow as moiety Zaibunnisa Shaikh and children/legal heirs

REHAN CONSTRUCTION Partner

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children/legal heirs Mrs. Jasmine Shah & her husband, him is widow as moiety holder Mrs. Shamim Bi Shah and Miss. Jabsin Bi Shah, unmarried, Mr. Abdul Rahiman Shah, AND WHEREAS Mr. Adam Shah, expired leaving behind unmarried.

said Plot/Property for the purpose of Development and approached the Vendors/Owners, with a request take up commercial Real Estate Developers having business of construction of and hence approach Second party who is the Builders and the said property/plot, allotting the same to developer AND WHEREAS the First Parties were willing to develop construction of commercial and residential building buildings Purchaser/Developer. as per the design and plan which would be and approved and residential by the buildings/complexes, second party

the proposal of First Party/Vendors for Development and annexed hereto on the following terms and conditions. written and delineated in red colour boundary on the plan is more particularly described in Schedule, herein below Sale of said Plot of land admeasuring 837 Sq. Mts. which AND WHEREAS the Second Party/Developer, agreed for

NOW THIS AGREEMENT WITNESSETH AS UNDER.

 \vdash That (Vendors/Owners) have this agreement the agreed "FIRST ð allow the PARTY"

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REHAN CONSTRUCTION

bearing the said plot of land admeasuring any person chosen by the Purchaser/Developer and also agreed to sell and transfer the said share in the commercial/residential building project and have Purchaser/Developer and the Purchaser/Developer right of land in favour of Purchaser/Developer or said plot of land and/or its undivided proportionate herein premises. "SECOND PARTY" Purchaser/Developer to develop Vendors towards the price of said land and /or plot the agreed to give to the Vendors the following more particularly described in Schedule survey No.7/4, of Village Valpoi, Taluka below have written, demanded by constructing 837 Sq. Mts. from

18474

- \equiv One Double Bedroom Flat indentified being given by the Flat No.301, admeasuring 87.97 Vendor No.1, Mr. Munnawar Khan Ustad. (super built up) on Third Floor, agreed to be Purchaser/Developer to Sq.
- \equiv admeasuring 25.21 Sq. Mts. (super built up) on One Shop, indentified being Shop No.S/g-5, Purchaser/Developer to the Vendor No.2, Mrs. Shahida Khan Ustad. Floor agreed δ be given by

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Zaibun. I. Shah

That One Double Bedroom Flat indentified the Vendor No.3 Mr. Firoz Khan Ustad admeasuring 29.75 Sq. Mts. (super built up) on (super built up) on Second Floor and One being Flat No.201, admeasuring 87.17 Sq. Mts. Ground Floor agreed to be allotted jointly to Vendor No.4 Mrs. Gulshanbi Khan Ustad. indentified being Shop No.S/g-4,



 $\overline{\leq}$ That One Double Bedroom Flat indentified indentified being Shop No.S/g-3, admeasuring (super built up) on First Floor and One Shop, being Flat No.102, admeasuring 99.09 Sq. Mts. Vendor No.6 Mrs. Salmabi Khan Ustad. Vendor No.5 Mr. Dilawar Khan Ustad & Floor agreed to be allotted jointly to the 28.17 Sq. Mts. (super built up) on Ground

5 to carry out the work of construction of commercial the Purchaser/Developer with respect to their share Party/Vendors admeasuring The Possession of the said property/plot of land the proposed flats, shops, godowns, garages, offices and residential building and to sell and dispose of Attorney given by the Vendors/Owners in favour of Village Valpoi, Taluka Sattari, has been handed over Purchaser/Developer 837 Sq. mts. of survey No.7/4 of along with the Irrevocable Power δ the

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REHAN CONSTRUCTION

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Zaibun. I. Shah

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Vendors/Owners as stated in Para-1, above etc. except the premises agreed to be allotted to the

- ω considerations etc. from the proposed purchasers and get the said agreements and deeds duly this and admits its execution thereof singing on behalf of the registered, authenticated and stamped as the case and three shops agreed to be given to the Vendors in the proposed building/s, excluding the three flats godown, offices or garages that may be constructed any agreement of sale in respect of the flats, shops, Vendors wherever necessary hereafter. registered, authenticated as the case may be and for Purchaser/Developer shall be free to enter into purpose receive get the before the said agreement and deeds duly competent Sub-Registrar any money, advances,
- 4 Purchaser/Developer. of Attorney executed by the Vendors in favour of and Residential building and shall be exercise his powers conferred upon him vide Power for the purpose of the construction of commercial The Second Party shall obtain all the licenses / plans
- 'n Purchaser/Developer to the Vendors which premises of construction of the said building or the three flats and three and shall put up his efforts and skill for the purpose The Purchaser/Developer shall incur all the expenses shops agreed to be given by the

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REHAN CONSTRUCTION

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its cost before taking possession of the said flats extra item and the Vendors shall be bound to item beyond the specifications shall be treated as an and shops upon and as per the plan annexed hereto and any shall be constructed as per the specifications agreed

- 9 shall be entitled to get the said flats and shops duly expenses of the Vendors. Purchaser/Developer to the including the Municipal Council at the cost and to be allotted to the Vendors being delivered by the Upon possession of the said flats and shops agreed insferred in their names in the competent offices Vendors, the Vendors
- which request shall be in writing and for the If the Vendors desires to make any changes in the between the parties. be treated as extra work irrespective of the writing advance. Any work beyond the specifications shall advance the additional cost arising there from purpose before the said work is taken up for execution, Purchaser/Developer they will have specification of payment the same shall be paid in permitted to pay in by
- ∞ has been handed over to the Purchaser/Developer by the Vendors along with the Power of attorney All the original documents of title of the said plot

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Zaibun. I. Shah

REHAN CONSTRUCTION

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without incurring any burden on the VENDORS Purchaser/Developer at their own cost and expenses the Purchaser/Developer is fully satisfied with same and shall all the future activity of the be done

- 9 Vendors/Owners. staying of the construction project on account of Purchaser/Developer put in to loss due to Purchaser/Developer if completion Purchaser/Developer that they shall fully protect bringing defect in title Vendors/Owners are covenant with Co-Operate the Purchaser/Developer qu and the shall construction and in any manner fully ownership project indemnify of. ≝ the the the ₫
- 10. authority concerned. the original plan at the instance of the Municipal alterations or improvement that may be made to Purchaser/Developer liable Purchaser/Developer that they shall not hold the Council or Town and Country Planning or any other Vendors hereby covenant with for any additions,
- 11. The vendors shall not be responsible for any acts of execute Deed of sale and mortgage Deed and the and complete the said construction with powers to Attorney to the Purchaser/Developer to commence Vendors have given Irrevocable Power

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REHAN CONSTRUCTION

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who shall be fully responsible from today onwards. commission or omission of the purchaser/Developer

- 12. the present Agreement. purchaser/Developer keeps up his terms agreed in Power of Attorney in any manner whatsoever which Vendors hereby undertake not to cancel the irrevocable, provided that
- 13. fully paid towards the cost of the said plot described Purchaser/Developer, the Vendors herein shall stand them. undivided right to the ratio of the flats allotted to said plot or the building except their proportionate demand any other sum or claims in respect of the in schedule With the handing over of the above flats and shops herein below written and shall not ⊒. clause-1 hereinabove by

14. In case any FAR is increased due to the change in agreement. objection for the is available on the building constructed on the said the bye-laws and provision for further construction permitted additional project and hereby deemed to have been additional benefits either in cash or kind in the said property/plot erect further additional construction, provided laws than the Purchaser/Developer will be free ð and the Vendors the Purchaser/Developer in the same and shall not claim any shall have REHAN CONSTRUCTION no

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15. and documents and do all other things and matters and other holders of the said building. safeguarding inter alia the interests of the Vendors Vendors to do from time to time on their behalf for The Vendors shall be bound to sign all the papers the Purchaser/Developer may require



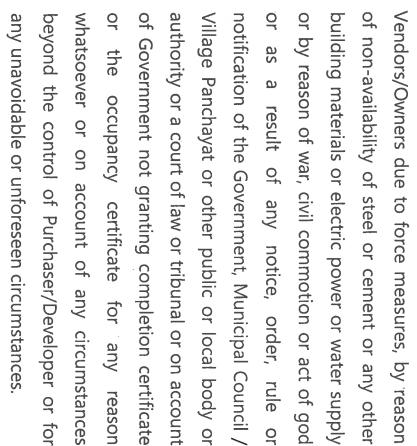
16. own cost and expenses licenses, approvals, leveling of the land etc. at their Sanctions, Purchaser/Developer purchaser/developer. documents shall development be have been the Ö <u>f</u> permission, construction get handed responsibility as all the ownership all the over necessary of ð the

17. The the conclusive proof of completion, subject to that certificate by the Valpoi Municipal Council shall be per clause-1 to the Vendors after the said premises and deliver the possession of the flats as agreed as of License by the Valpoi Municipal Council and allot building within 36 months from the date of issuance complete extended accordingly no litigation on the part of the Vendors or any other ready for occupation. The issuance of the occupancy initiated person/s claiming through or under the Vendors is Purchaser/Developer in which case the time the said commercial shall and construct limit shall be residential REHAN CONSTRUCTION and

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18. allotment or as a the Purchaser/Developer shall not be responsible occupancy completion of result of agreed premises certificate for any any notice, the building and nonof building ð



- 19. papers which may be required hereafter as also give Purchaser/Developer to get all the documents require statements Vendors by the Purchaser/Developer from time necessary signatures, 9 any shall other writing which may be assist NOC's, and help affidavits, and
- obtain loans Purchaser/Developer to mortgage the said land and Vendors on the same with any Bank/s or shall have no objection ð REHAN CONSTRUCTION

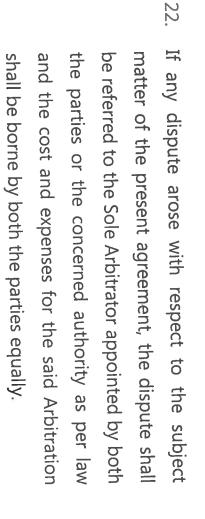
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of building project. financial institution for construction and completion

21. the Purchaser/Developer for their investment for the the third party claim or on account of defect in title of from the construction of said the Second Party is stopped, restrained or stayed construction of said construction project incase if property/plot. First Party, Vendors are hereby agreed to compensate with respect project due ð the to the



- 23. 837 Sq. Mts. which is more particularly described in The Market Value of the Plot of land admeasuring valued Schedule, agreed only) and requisite stamp duty is affixed herewith. Rs.6,70,000/or or the (rupees Six Lakhs Seventy thousand ರ purpose be sold and developed is of registration for
- 24. That this deed is exempts from the Notification by the Revenue Department under

REHAN CONSTRUCTION

FKen-Ustad

Zeibum. I. Sha

published in the Official Gazette, Series II No.21 of hailing from Schedule Caste or Schedule Tribes. No.RD/LND/LRC/318/77 above date as the parties hereto are neither dated 24/08/1978

SCHEDULE OF THE SAID PROPERTY/PLOT

Massordem, of Valpoi and described in the Conservatory independent Survey No.7/4 of Village Valpoi, Taluka Saltari, of state of Goa, and bounded on the East, West and South of Soid Usman, of Valpoi. by the Municipal Road and on the North by the property surveyed under new Survey No.7/4, of Village Valpoi, of Land Registration of the Comarca of Bicholim, under Taluka Sattari, Sub-District of Valpoi, District of North, No.14638, at folios – 195, overleaf of Book B, 37 (new), ALL THAT Plot of Land admeasuring 837 Sq. Mts. bearing Property known as "PENEM" situated in

Z hereinabove. hereunder WITNESS 9 WHEREOF the parties hereto have signed the day, month and year mentioned

REHAN CONSTRUCTION

Partner

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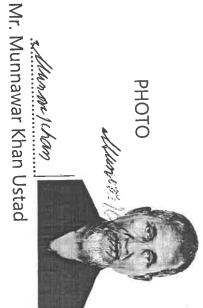
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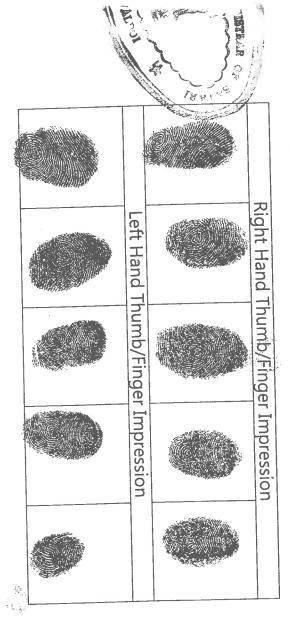
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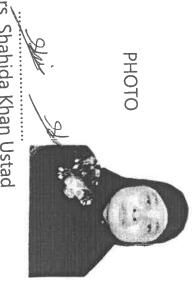
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SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED VENDOR NO.1,

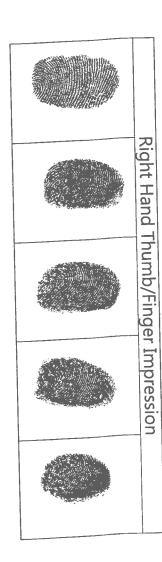




SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED VENDOR NO.2,



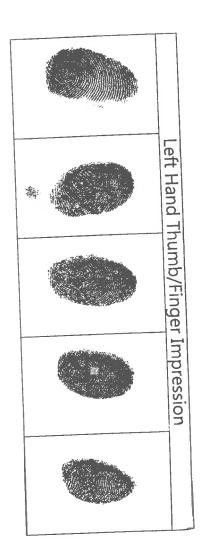
Mrs. Shahida Khan Ustad



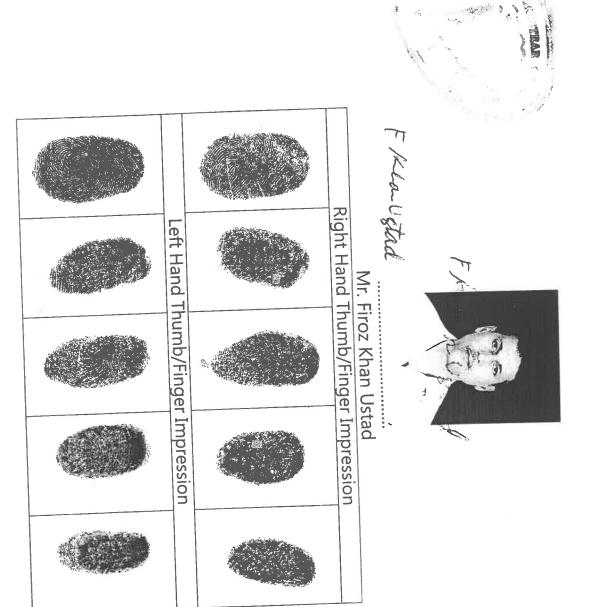
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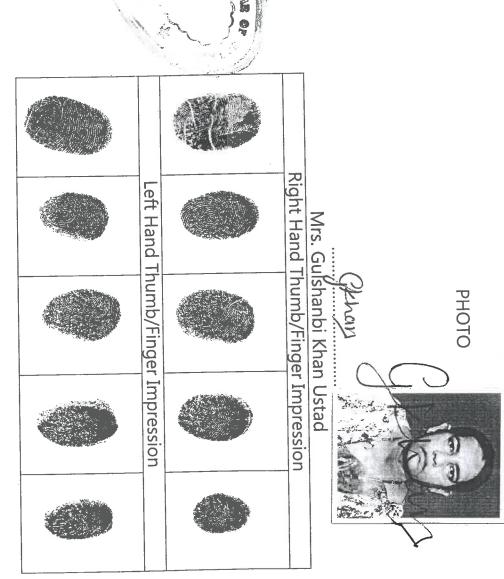
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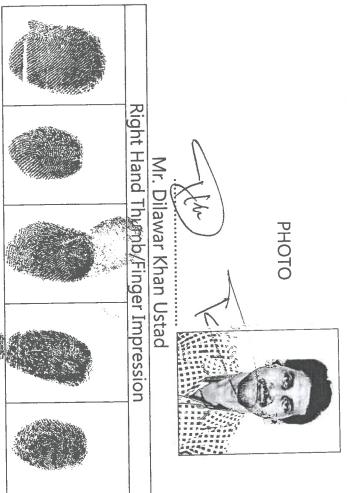
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SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED VENDOR NO.4,



SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED VENDOR NO.5,

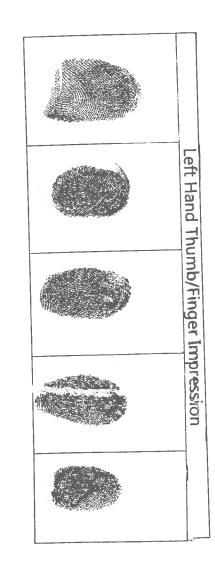


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REHAN CONSTRUCTION

Partner



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Mrs. Salmabi Khan Ustad

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SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED VENDOR NO.7 FOR SELF AND BEHALF OF VENDOR NO.8 TO 25 AS THEIR POWER OF ATTORNEY HOLDER



Mrs. Zaibunnisa Shah Alias Khan

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REHAN CONSTRUCTION

Partner

* Zaibun. J. Shql

SINGNED, SEALED AND DELIVERED BY THE WITHINNAMED PURCHASER/DEVELOPER M/S. REHAN CONSTRUCTION, THROUGH ITS PARTNER MR. KHAJA SHAIKH FOR SLEF AND ON BEHALF OF SECOND PARTNER MRS. SHARIFA SHAIKH AS HER POWER OF ATTORNEY HOLDER

Right Hand Thumb/Finger Impression Left Hand Thumb/Finger Impression REHAN COMSTRUCTION Mr. Khaja Shaikh PHOTO CUCTION Partner

Witnesses;

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REHAN COMSTRUCTION

Partner

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