

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

INDIA NON JUDICIAL

1 272

Government of Uttar Pradesh

e-Stamp

- : IN-UP00831583047926N
- 14-Jan-2015 02:10 PM
- : SHCIL (FI)/ upshcil01/ GHAZIABAD/ UP-GZB
- SUBIN-UPURSHCIL0101000756594698N
- MESSERS S B LANDCON PVT LTD.
- Article 23 Conveyance
- LAND MEASURING 3542 SQ MTR BLOCK-H PLOT NO GH-2 JAIPURIA SUNRISE GREENS VILL-SHAHPUR BEMHETA GZB
- : 5,13,60,000

(Five Crore Thirteen Lakh Sixty Thousand only)

- MESSERS SMV AGENCIES PVT LTD
- MESSERS S B LANDCON PVT LTD
- MESSERS S B LANDCON PVT LTD
- 35,96,000

(Thirty Five Lakh Ninety Six Thousand only)



Verified By

(Chandra Mohan) Registration Clark Sadar-Ist, Ghaziabad

(Sanjay Shrivastava) Sub-Registrar Sadar-Ist, Chazlabed

-----Please write or type below this line-----

For SMV Apportes

Auth, Signator

For S. B. Landcon (P) Ltd.

ector/Chairman

XM 0000364005

SHAZIABAE



- The authenticity of this Stamp Cartificate shruld be verified at "www.shcilostamp.com". Any discrepancy in the details onthis Certificate and as available on the website renders it invalid.
- 2. The onus of checking the legitimacy is on the users of the certificate.
- 3, in case of any discrepancy please inform the Competent Authority.



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16/005

BRIEF PARTICULAR OF SALE DEED

Nature of property : Residential Ward / Paragna : Dasna

Mohalla / Village : Shahpur Bamheta

Description of Property : 3542 sq.mtr. or 0.3542 Hect. pertaining to

Khasra Nos. 1471(Area 0.0066 hect.), 1483 (Area 0.1140 hect.), 1484 (Area 0.0702 hect.), 1485 (Area 0.1634 hect.) falling in plot GH Plot No.2 in H Block in the Township known as "Jaipuria Sunrise Greens", situated at Village Shahpur Bamheta,

Ghaziabad

Area of Property : 3542 Sq. Meter Status of Road : 24 Meter Wide Sale Consideration : Rs 5,13,60,000/-

Govt. Circle Rate : Rs. 14500/- per Sq. Meter

PARTICULAR OF VENDOR:-

M/s SMV Agencies Pvt. Ltd., a Company incorporated under the provisions of Company Act, 1956 having its registered office at 1862, Mahalaxmi Market, chandni chowk, Delhi-110006 represented through its Authorized Signatory Mr. Shashank Varshney S/o Shri Rajkumar Varshney authorized vide resolution dated 26-12-14 (PAN No. AAACS3405J).

PARTICULAR OF VENDEE:-

M/s SB LANDCON PVT. LTD., a Company incorporated under the provisions of Companies Act, 1956 having its registered office at 59, SHIVA KHAND VISHWAKARMA NAGAR DELHI-110095 represented through its Director Mr. RUPESH AGGARWAL S/o SH. SUBHASH CHAND AGGARWAL authorized vide resolution dated 17.12.2014 (PAN No. AATCS9036L).

For SMV Agencies Myt, Ltd.

Manager Auth; Signatory

For S. B. Landcon (P) Land

विक्रय पत्र 51,360,000,00 / 100 51,360,000.00 10,000.00 10,100.00 5,000 फीय गजिरदी नकल य प्रति शुल्क अब्द भागाम गालियत प्रानेफल 311 मैं एस0 बी लैण्डकॉन प्रां लिं0 द्वारा कपेश अग्रवाल सुभाष चन्द अग्रवाल पुत्र श्री व्यवसाय व्यापार/अन्य/स्त्री निवाभी ग्थायी 59 शिवा खण्ड विश्वकर्मा नगर दिळ अय्थावी पना ने यह लेखपत्र इस कार्यालय में हिनांक गमय 14/1/2015 4:11PM रजिस्ट्रीकरण अधिकारी के हम्ताक्षर वजे निबन्धन हेतु पेश किया। संजय श्रीवास्तव **९** चिबन्धक,प्रथम ाजियाबाद निष्पादन नेखपत्र बाद मुनने व समझने मजगुन व प्राप्त धनराशि रू प्रलेखानुसार उक्त 14/1/2015 विक्रेता क्रेता श्री भै0 एस0 बी लैण्डकॉन प्रा0 लि0 द्वारा रूपेश श्री मै0 एस0 एम0 वी द्वारा शृश्गांक वाष्प्री अग्रवाल

ने निप्पादन खीकार किया । जिनकी पहचान श्री पवन गर्ग विधेशार राग पुत्र शी

निवासी 1862 महालक्ष्मी मार्किट मिंबनी चौक

पुत्र श्री राजकुमार वार्ष्णेय

पेशा व्यापार/अन्य/रन्त्री

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पंजा गापार/अन्य/स्त्री

12 तहसील कम्पा गांबाद निवामी

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पुत्र श्री सुभाष चन्द अग्रवाल

निवासी 59 शिवा खण्ड विश्वकर्मा नगर्/देल्ली

पेशा व्यापार/अन्य/स्त्री



र्यजस्टीकरण अधिकारी के हरनाक्षर

संजय श्रीवास्तव उप निबन्धक,प्रथम गाजियाबाद

#3# SALE DEED

Total Sale Consideration Rs 5,13,60,000/-Stamp Duty @ 7% Rs, 35,96,000/-

THIS DEED OF SALE is executed at Ghaziabad on this 14th day of January in the year 2015 by M/s SMV Agencies Pvt. Ltd., a Company incorporated under the provisions of Companies Act, 1956 having its registered office at 1862, Mahalaxmi Market, Bhagirath Palace, Chandni Chowk, Delhi represented through its Authorized Signatory Mr. Shashank Varshney S/o Shri Rajkumar Varshney authorized vide resolution dated 26-12-14 passed by the Board of Directors of the Company, as registered Private Developer and having license from Ghaziabad Development Authority and its constituents M/s Jaipuria Advance Technologies Private Limited through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 55 book no. 04, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and M/s Jaipuria Cosmetics Private Limited through its General Attorney M/s SMV Agencies Private Limited vide document no. Vasika no. 52 book no. 4, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and M/s Vibhu Drinks Private Limited through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no.59 book no. 4, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab & through its General Attorney M/s SMV Agencies Private Limited vide document no. Vasika no. 95 book no. 4, on dt 14.11.2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab hereinafter referred to as the "Vendor" of the First Part (which expression shall unless the context otherwise requires mean and include its successors, liquidators, executors, administrator, nominees and assigns)

IN FAVOUR OF

M/s SB Landcon Pvt. Ltd., a Company incorporated under the provisions of Companies Act, 1956 having its registered office at 59, SHIVA KHAND VISHWAKARMA NAGAR DELHI-110095 represented through its Director Mr. RUPESH AGGARWAL S/o SH. SUBHASH CHAND AGGARWAL hereinafter referred to as the "Vendee" of the Second Part (which expression shall unless repugnant to the meaning or context thereof include his/her/their executors, administrators, successors and assigns).

For SMV Agencies Pot, Ltd.

ger/Auth, Signator

For S. B. Landcon (P) Ltd.

विक्रेता

Registration No.:

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Year:

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Book No. :

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राजकुमार वार्ष्णेय 1862 महालक्ष्मी गार्किट चोंदनी शौक दिल्ल व्यापार/अन्य/स्त्री







WHEREAS under the leadership of M/s SMV Agencies Private Limited (hereinafter referred to as the Lead Party), a Consortium was formed by registered Agreements, consisting various companies inter-alia M/s Jaipuria Advance Technologies Private Limited, M/s Jaipuria Cosmetics Private Limited, M/s Vibhu Drinks Private Limited constituent company(s), who purchased several pieces of land including the subject matter of this Deed, in Revenue village Shahpur Bamheta Tehsil and District Ghaziabad under various Sale Deeds duly registered with the office of Sub-Registrar Ghaziabad with the view to set up and develop thereon an Integrated Township in consonance with the policy of the Government of Uttar Pradesh published vide G.O. No.2711/Aath-1-05-34 vividh/2003 dated 21.05.2005 for which Certificate of Registration has been issued by the Ghaziabad Development Authority to M/s SMV Agencies Pvt. Ltd., as a Private Developer (P.D.) under category 'A' for purpose Land Assembly. Infrastructure Development Construction Works for Housing Scheme within the Ghaziabad Planning Area

AND WHEREAS the License has been granted by the Ghaziabad Development Authority (GDA) to the Lead Party to set up and develop an Integrated Housing Scheme/Township in Ghaziabad.

AND WHEREAS the Lead Party is the Developer and Licensee to set up and develop the said Township in accordance with the terms and conditions of the License and any other condition imposed by the Ghaziabad Development Authority.

AND WHEREAS the Detailed Project Report (D.P.R.) of the said Township of the Vendor has been sanctioned by the Ghaziabad Development Authority.

AND WHEREAS the Licensee is developing the Township known as Jaipuria Sunrise Greens at Village Shahpur Bamheta, Ghaziabad, U.P. The layout plan of the Township has been approved by the Ghaziabad Development Authority. The said township is divided into various plots for Group Housing and other purposes.

For SMV Agencies Pvt. Ltd.

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For S. B. Landcon (P) Ltd.

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Registration No.:

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Year:

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सुभाष चन्द अग्रवाल

59 शिवा खण्ड विश्वकर्मा नगर दिल्ली

व्यापार/अन्य/एस)









AND WHEREAS the land pertaining to this sale deed is falling in the developed plot GH-02 of the Township known as Jaipuria Sunrise Greens and the layout plan of said plot GH-02 has been sanctioned by the Ghaziabad Development Authority vide its letter Ref. 17/M.P/2014 dated 29.09.2014.

AND WHEREAS as per the Authority/Power given by the other constituent of the consortium, the lead party i.e. M/s SMV Agencies Pvt. Ltd. is entitled to sign & execute Agreement to Sell, Sale Deed and any other deeds, agreements & documents etc. and receive the sale consideration on behalf of constituents.

AND WHEREAS the lead party i.e. M/s SMV Agencies Pvt. Ltd. has empowered its authorized signatory **Mr. Shashank Varshney S/o Shri Rajkumar Varshney** authorized vide resolution dated 26-12-14 to execute the sale deeds.

AND WHEREAS the Vendee confirms that they have full knowledge and understanding of the Consortium Agreement including the terms and conditions of the License granted by the Ghaziabad Development Authority to the Vendor for setting up an Integrated Township. The Vendee has seen all the documents of title & other papers, agreements, documents etc. pertaining to the said Township and has fully satisfied about the right, title and interest of the Vendor in respect of the land of the Township and they have fully understood all limitations and obligations in respect of it.

AND WHEREAS the Vendor has agreed to sell and transfer land admeasuring 3542 sq.mfr. or 0.3542 Hect. Comprising of Tower No. S1 and CH-1 as per the approved plan Ref. 17/M.P/2014 dated 29.09.2014 of GH-02 falling in undivided and impartiable land bearing Khasra Nos. 1471(Area 0.0066 hect.), 1483 (Area 0.1140 hect.), 1484 (Area 0.0702 hect.), 1485 (Area 0.1634 hect.) falling in GH Plot No. 02 in the Township known as "Jaipuria Sunrise Greens" H Block ,situated at village Shahpur Bamheta, Ghaziabad, U.P. shown and marked in Red colour in the Plan attached hereto (hereinafter referred to

For SMV Adencies Aye, Ltd.

Mahager Auth, Signatory

For S. B. Landcon (P) Ltd.



as the said Site/Land) with all rights of the said Site/Land to the Vendee free from all kind of encumbrances, charges and liens etc. for total sale consideration amount of Rs 5,13,60,000/- (Rupees Five Crore Thirteen Lacs Sixty Thousand only). To construct and develop the said Site/Land in accordance with sanction layout and to the extent it is depicted on the plan Annexed hereto. It will not be treated as sub division and the Vendee shall not be entitled for constructing the boundary wall making sub division of GH-02 the said land is laying vacant.

AND WHEREAS the Vendor has represented to the Vendee that the said Site/Land is freehold in nature and they have clear and marketable title in respect of the said Site/Land and free from all kind of encumbrances and has full right, power and authority to sell and transfer the said Site/Land.

AND WHEREAS the Vendee has seen all the documents of titles & other relevant papers/agreements etc. pertaining to the Township including the said Site/Land and has fully satisfied himself / itself about the right, title & interest of the Vendor in respect of the same.

AND WHEREAS the Vendor has decided to sell the said Site/Land to the Vendee absolutely and forever and the Vendee has agreed to purchase the same on following terms and conditions.

NOW, THEREFORE, THIS DEED OF SALE WITNESSETH AS UNDER:

 That the Vendee has paid to the Vendor total sale consideration of Rs 5,13,60,000/- (Rupees Five Crore Thirteen Lacs Sixty Thousand only) as full & final payment of Sale Consideration for the said Site/Land, the details of which are given below

S.No	Cheque No./ RTGS	Drawn On	Amount (Rs.)
1	UTIBH14211081271	Axis Bank Limited	50,00,000/-
2	UTIBH14258055842	Axis Bank Limited	1,50,00,000/-
3	UTIBH14258067191	Axis Bank Limited	78,00,000/-
4	UTIBH14265077101	Axis Bank Limited	50,00,000/-
5	Ch. No. 038735	Axis Bank Limited	35,60,000/-
6	Ch. No. 038736	Axis Bank Limited	1,44,86,400/-
7	TDS Challan No.	Axis Bank Limited	5,13,600/-
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8		Total Amount	5,13,60,000/-

For SMV Akencies pyt. Ltd

Manager Auth, Signatury

For S. B. Landoon (P) Ltd.



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- The Vendor does hereby grant, sell, convey and transfer the said Site/Land on ownership basis to the Vendee free from all encumbrances. The Vendee can mortgage the said site/land to avail the loan/finances from the Banks/Financial Institutions for their project.
- 3. The Vendor as on date has not mortgaged, hypothecated, charged or otherwise alienated any interest in the said Site/Land in favour of any one. The Vendor has neither given any security or surety for any one on the basis of the said Site/Land nor entered into any Agreement of the said Site/Land with anyone else nor is any court case or arbitration or any other legal proceedings pending at any place in respect of the said Site/Land.
- 4. That the Vendor has assured the Vendee that the said Site/Land is freehold in nature and the same is free from all kinds of charges, liens, mortgages, litigations, disputes, legal defects, encumbrances etc. and the Vendor is fully competent to sell the same.
- 5. That the Vendee confirms that they have satisfied about the right, title and interest of the Vendor in respect of the said Site/Land in the said Township and that they have fully understood all limitations and obligations in respect of it.

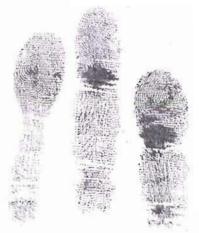
6. The Vendor will not be liable and responsible for any unapproved & unauthorized construction to be made on the said Site/Land or in any other manner whatsoever by the Vendee, if any.

For SMV Agencies Pvt. Ltd

Manager/Auth, Signatory

For S. B. Landcon (P) Ltd.









- 7. All taxes and duties of all and any kind by whatever name called imposed by any Local Authorities, State Government, Central Government or Court as the case may be the vendor shall be liable to pay the same for the GH-02 and the entire township before the date of transfer of the said Site/Land. All taxes and duties of all and any kind by whatever name called imposed by any Local Authorities, State Government, Central Government or Court as the case may be, the vendee shall be liable to pay the same for the said Site/Land and on pro-rata basis for the entire township after the date of transfer of the said Site/Land.
 - 8. The Vendee shall at all time hereinafter indemnify and keep the Vendor and its nominated agency fully indemnified, saved and harmless of, from or against any loss, damages, costs, charges, claims or risk etc. that the Vendor or its nominated agency may suffer or incur on account of any approved, unapproved, unauthorized construction, violation of any rule, regulations, byelaws, Act and any tax liability or for any act of omission or commission of the Vendee or for any other reason whatsoever in respect of the said Site/Land or construction thereon. The Vendee hereby agrees and undertakes to indemnify and keep the Vendor indemnified and harmless against any loss, damages, claims etc. if any hindrance/loss is cause due to any reason whatsoever which the Vendor and/or its nominated agency may have to suffer.
- 9. That the Vendor covenants that this Sale Deed is executed in all entirety, however to the stipulations and covenants herein contained for any future liability of the Vendee and its Allottees, Flat Buyers, Subsequent Transferees etc.
- 10. That the Vendee shall also be bound to construct earthquake resistant building as per I.S. code.





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- 11. The provisions for rain water harvesting is mandatory to be carried out by the Vendee.
- 12. The Vendee shall not be allowed to sub divided the said Site/Land in any manner, the Vendee shall be entitled to book the apartments to its buyers along with the undivided share in land.
- 13. That Vendee covenants with the Vendor to abide by all the rules, regulations, conditions of approved of DPR and orders, directions, notifications passed/issued by the Ghaziabad Development Authority/Local Authority / State Government / Central Government from time to time and the same shall be binding and applicable upon the Vendee and their Allottees/Flat Buyers / Subsequent Transferees / Residential Welfare Association (RWA).
- 14. That the Vendee and / or their Allottees/Flat Buyers/Subsequent Transferees/RWA shall also be liable to pay to the Vendor (or its as appointed by the Vendor) Township nominee/agency Maintenance Charges as may be determined by the Vendor for maintaining various services/facilities in the Township such as street lighting, area security, maintenance of external sewer and bulk water supply and distribution systems, garbage disposal and scavenging of streets and public utility places and such like series and cost towards administrative set up to run the services and purchase of equipment and machinery required to provide these services and depreciations thereof until the same are handed over to the Government or a Local Body for maintenance. It shall be mandatory for the Vendee to incorporate this clause in the Allotment Letters, Agreements to Sell/Flat buyer Agreements and Sale Deeds etc. to be executed by the Vendee in favour of their Allotees/Flat Buyers/Subsequent transferees etc. township maintenance charges will be 20% of the prevailing maintenance charges of the flat/ apartment of the said site or as per the prevailing rates for the township maintenance.

For SMV Agencies Pvt, Ltd.

Manager/Auth, Signatory

For S. B. Landcon (P) Ltd.



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- 15. That the services for effluent drainage from STP and single point electrical load connection shall be provided up to the one common point at boundary of the Plot GH-02 by the Vendor. These services will be completed at least six months before completion of construction of any of its tower by the Vendee and the Vendee shall be responsible for the distribution of the services mentioned above inside the boundary of said Site/Land at its own cost.
- 16. That the Vendor will provide uninterrupted connectivity to all the inhabitants of the said site/land (on 24 meters wide road at all times and the Vendee and its subsequent transferee(s) will also be allowed to use all the common facilities and other services of the entire H block and other blocks of the township without any hindrance from the Vendor.
- 17. It is recorded the Vendor has this day delivered the actual physical vacant possessions of the said Site/Land to the Vendee.
- 18. That the parking shall be provided by the Vendee to their Allottees/Flat Buyers as per the plans sanctioned by the GDA in basement/stilt of the building to be constructed at the said Site/Land.
- 19. That the Vendee shall be entitled to execute the Conveyance /Sale Deed in favour of their Flat Buyers after obtaining the occupancy /completion certificate of the building on the said site/land from the concerned authority/Ghaziabad Development Authority
- 20. That the Vendee shall make such own arrangement as are necessary for maintenance of the building and common services of the building to be constructed. The rule/regulation of U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act of 2010 or the provisions of any other Act for the time being in force shall be applicable on the Vendee and/or their Allottees/Flat Buyers/Subsequent Transferees/RWA.

For SMV Apencies Pvt. Ltd.

Manager Auth, Signatery

For S.B. Landcon (P) Ltd.





- 21. That the Vendee shall comply all provisions of U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act of 2010 and Rules 2011 framed there under and shall Act as "Promoter" and discharge all the duties, obligations as contained in the said Act.
- 22. That the Vendee shall be solely responsible for the specifications, material, quality of construction, fixtures and fittings and other things etc. to be used in the Flats/Apartments to be constructed and for all commitment made in this regard to their Allottees / Flat Buyers as well as Subsequent Transferees/RWA. The Vendor shall not be liable and responsible for the same.
- 23. The Vendor Shall not be liable and responsible for any litigation, dispute, legal matter, claim etc. between the Vendee and their Allottees / Flat Buyers or between the Vendee and any other Agency etc. involved in the connection with said Site/Land or construction thereon including the labour charges, dues, salaries, perks, claims, damages, contract etc. or for any other person or agency.
- 24. The Vendee shall be solely responsible for providing the security and maintenance of the building/infrastructure on the said Site/Land and in the area within the said Site/Land.
- 25. That the Vendee has undertaken and doth hereby undertake that the Vendee shall be solely responsible and liable for violations, if any, of any terms of this Deed and of the provision of the law of the land/flats/Apartments and applicable rule, regulations or direction by the competent authorities; and that the Vendee shall indemnify the Vendor for any liability and/or penalty in that behalf.

26. That the Vendee shall be bound by all terms and conditions of this Deed.

For SMV Agencies Pvt. Ltd

Manager/Auth, Signatory

For S. B. Landcon (P) Ltd.

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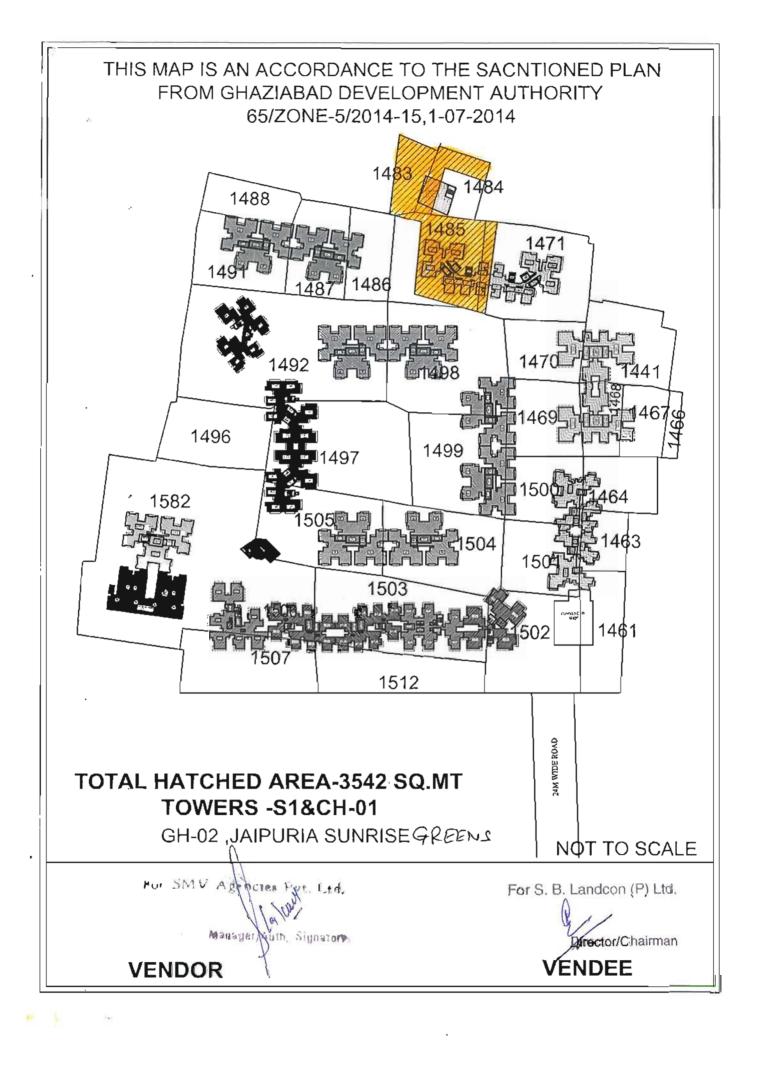


- 27. The Vendee agrees and undertakes to incorporate all the terms & conditions of this Deed in the Allotment Letters, Flat Buyers Agreements, Agreements to Sell and Sale Deeds to be executed in favour of their Flat Buyers and Subsequent Transferees and the same shall also be binding on the Vendee and Vendee's Allottees/Flat Buyers/Subsequent Transferees/Resident Welfare Association (RWA) jointly and severely.
- 28. That the expenses towards payment of stamp duty, registration charges, other misc. expenses and incidental charges pertaining to execution and registration of this Sale Deed shall be borne by the Vendee alone and Vendor shall not be liable to pay any part thereon.
- 29. That the High Court of Allahabad and the Courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning of this Deed.

Box SMV Agencies Not. Ltd.

Manage Auth, Signator

For S. B. Landcon (P) Ltd.





IN WITNESS WHEREOF, the Vendor and Vendee have signed and executed this Sale Deed on the day, month year first above written in the presence of the following witnesses.

For SMV Agencies Pvt, Ltd.

Manager/Auth, Signatery

For S. B. Langton (P) Ltd.

Director/Chairman

VENDOR

VENDEE

WITNESSES:

Pawan Ciard S/o SR. VI'sheshar Clam D-1/A/85, Janabbun' Delhi-S8

Amit Kr. Singh Sh. Dharam Pal Ch. No. 12, Tehsil Com, GZB.

DRAFTED BY:- Veleunde

RAKESH KUMAR SHARMA (ADVOCATE) Registration No. 5294/86, Chamber No. 12, TEHSIL COMPOUND GHAZIABAD (U.P.).

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<u>14/01/2015</u> के

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पुष्ट में 65 में 92 पर कमांक 272

र्गजर्म्यूकुन किया गया ।

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