

Land ownership & Collaboration

Annex 3

District Information Technology Society (Regd. No. 786)
Mini Secretariat, Gurgaon (Haryana)

Book No. 1

No.: 28310 Date: 24.11.18

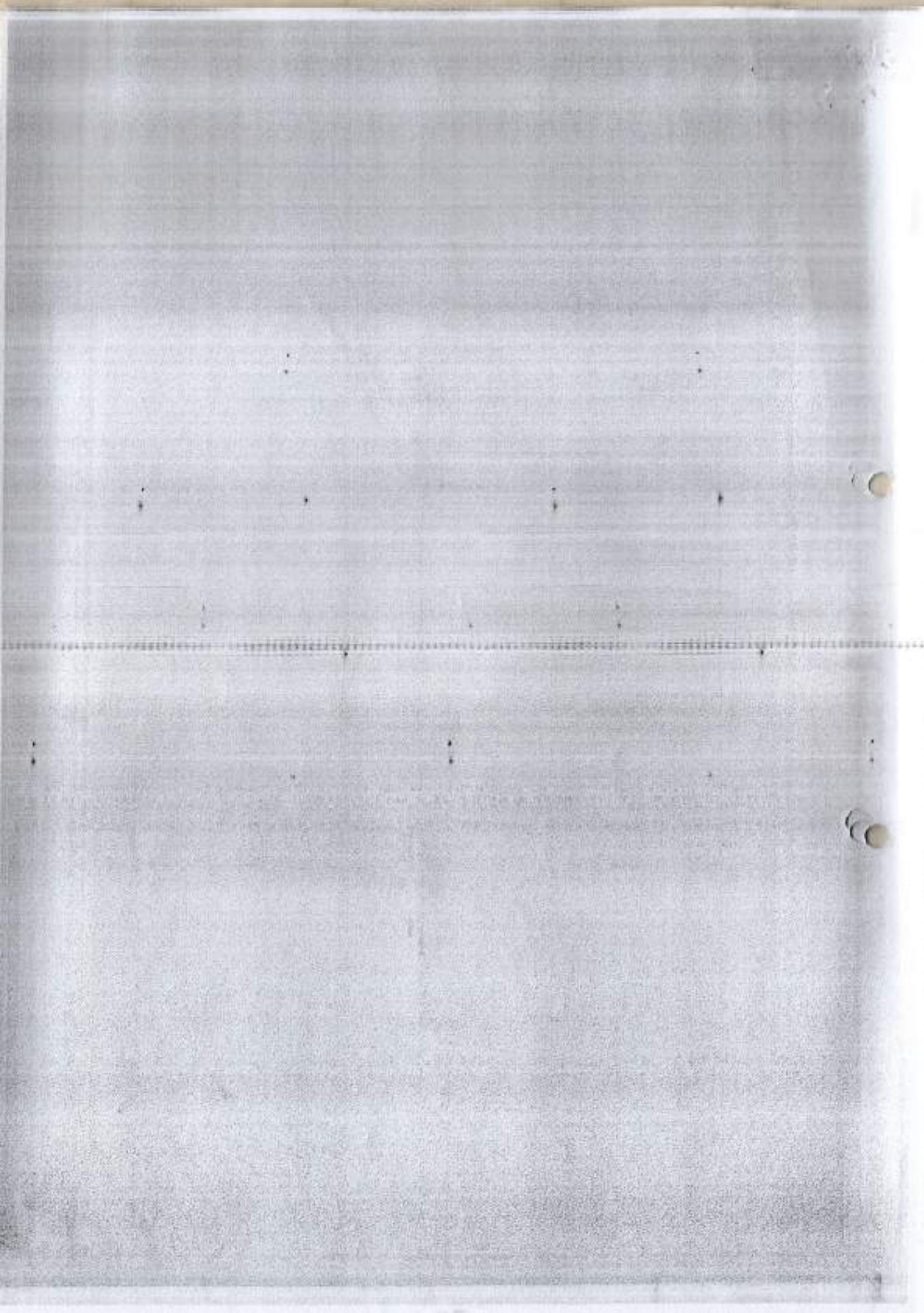
Received with thanks from..... 12.588
Rs. Five Hundred only on account of Computer Service Charges
for Haryana Registration Information System (HARIS) Project.

Type of Deeds	Service Charges (In Rs.)
All Types of Cancellations, will Award, Agreement, Any Other.	500/-
Sale, Conveyance, Gift, exchange, degree or order of Court, Lease Surrender of Lease, Deed of divorce, Deed of Power, Marriage Registration, Other Conveyance, Deed of further charge, Transfer of Leased.	
Mortgage, Adoption, Authority to adopt, GPA, SPA, Any Other document which is incapable of valuation, Settlement, release.	

For District Society
Gurgaon

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(RAJMAL MALIK)
ADVOCATE & NOTARY
Mkt. Gurgaon, Haryana (INPLAS)



Non-Judicial

Indian Non Judicial Stamp
Haryana Government

Date : 23/01/2018

Certificate No. GI/ACD/100411
CRN No. 332654023

Stamp Duty Paid : ₹ 825000
Penalty ₹ 0

Seller / First Party Detail

Name: Mr Gian Prakash
H.No/Floor: 1540 Sector/Ward: Na
City/Village: Mahavirpura District: Gurgaon
Phone: 0 Others: And others LandMark: Mata road
State: Haryana



Buyer / Second Party Detail

Name: Perfect Buildwell Private limited
H.No/Floor: D64 Sector/Ward: Na
City/Village: New delhi District: New delhi
Phone: 0 LandMark: Defence colony
State: Delhi

Purpose: Registration of Collaboration Agreement

12588

The authenticity of this document can be verified by scanning this QRCode Through smart phone or on the website <https://digistamp.nic.in>

COLLABORATION AGREEMENT

THIS AGREEMENT OF COLLABORATION is executed at Gurgaon
on this 24th day of January, 2018

BETWEEN

(1) Gian Prakash,(1/5th) (Aadhar 2652 9700 0707 Pan AAPPG3941H) (2)
Raghunandan Kumar,(1/5th) (Aadhar 7810 3123 6352 Pan ADEPG1119M)
and (3) Raj Kumar,(1/5th) (Aadhar 3718 5019 2966 Pan ADEPG1112A)
all sons of Late Sh. Ram Kishan, (4) Smt. Premwati, widow,(1/15th)
(Aadhar 6763 1974 6134 Pan AAHPW2824M) (5) Pawan Kumar, son,
(1/15th) (Aadhar 2885 6252 0650 Pan AEMPG2322P) (6) Navneet
Kumar, son,(1/15th) (Aadhar S439 3468 1619 Pan ADEPG1113B) of late
Sh. Bhagwat Sarup; all residents of House No. 1540, Mata Road
Mahavirpura Gurugram (7) Jyoti Garg, widow of Late Sh. Mohender
Kumar,(1/15th) (Aadhar 2915 5712 6127 Pan ADEPG1114G) (8) Aditya
Garg,(1/15th) (Aadhar 6067 4782 7691 Pan AFGPG1530A) (9) Rajat
Garg,(1/15th) (Aadhar 5571 4412 7017 Pan AJZPG0261D) both sons of

Gian Prakash *Raghunandan Kumar* *Jyoti Garg* *Aditya Garg* *Rajat Garg*

प्रक्रम नं: 12588

दिनांक 24/01/2018

एट एवं विवरण

II वा दी मा AGREEMENT

1. नोल/मा कार्यालय गुरगांव

नोल/मा Gurgaon Ghar

मात्र ३१ विवरण

भूमि का विवरण

धन संबंधी विवरण

मात्र 41,366,000.00 रुपये

कुल दाम इसी की राशि 328,000.00 रुपये

1. Stamp राशि का GOW201&411

राशि की राशि 828,000.00 रुपये

DFC: JIIMLGJU

2. नटेश्वर फील की राशि 15,000.00 रुपये

प्रतिटा शुल्क 2.00 रुपये

Drafted By: CL Arora Adv.

Service Charge: 200.00 रुपये

इह अलेख आज दिनांक 24/01/2018 की तुलना समय 2:47:00PM के अंतर्भूती/कुमारी Gian Prakash

पुत्री/पत्नी श्री/श्रीमती/कुमारी Late Sh. Ram Kishan निवासी द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/संयुक्त निवासी अधिकारी

गुरगांव

Ram Prakash, Jyoti Garg, Preneet, Raghunandan Kumar, Pawan Kumar, Aditya Garg, Navneet Kumar, Rajat Garg, Raj Kumar

उपरोक्त पंजीकरण श्री/श्रीमती/कुमारी thru-Ajay Bharti द्वारा हाजिर है। प्रस्तुत अलेख के तथा को दोनों पक्षों ने सुनाया तथा समझाया स्वीकार किया। अलेख के अनुसार 0.00 रुपये की राशि प्रतेक ने मेरे समख्य पंजीकरण को अपनी प्रतीक्षा में अपनी अधिकारी CL Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी A 175 FF New Friends Colony Delhi को को सहस्री नं: 1 को हेतु नम्बरवार/अन्वयनक्रम के स्थान में जाते हैं तथा वह सहस्री नं: 2 को पहचान करता है।

दिनांक 24/01/2018

उप/संयुक्त निवासी अधिकारी

गुरगांव

वह प्रणाली किया जाता है कि पंजीकृत वसीका को <http://jamabandi.nic.in> पर डाल दी गई है।

उप/संयुक्त निवासी अधिकारी
गुरगांव



Late Sh. Mohinder Kumar son of Late Sh. Ram Kishan, all residents of House no. 926, Sector-31, Gurugram, (hereinafter collectively called the "OWNERS" which expression unless repugnant or opposed to the context thereof includes their successors, representatives, nominees and permitted assigns etc.) the party of the FIRST PART.

AND

M/s. Perfect Buildwell Private Limited, a Company incorporated under the Companies Act vide CIN U45201DL2004PTC125145, having its registered office at D-64, First Floor, Defence Colony, New Delhi - 110020 through its Director Mr. Ajay Bharti(Aadhar 7906 9992 5934 Pan AADPB3497R) S/o Late Sh. O. P. Bharti, who has been authorized to execute this Collaboration Agreement vide Board resolution dated 4th December 2017 (hereinafter called the "DEVELOPER" which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and permitted assigns etc.) the party of the SECOND PART.

Both the OWNERS and the DEVELOPER are collectively referred to as the "Parties" and individually referred to as the "Party".

WHEREAS OWNERS are full fledged and lawful owners in possession of land bearing Khasra no. 265 measuring 3 bighas 13 biswas pukhta situated in the revenue estate of Village Gurugram, Tehsil and District Gurugram (hereinafter referred to as 'Said Land').

WHEREAS the OWNERS have represented that the Said Land is free from any charges, liens, encumbrances, litigations, notifications, etc. and the OWNERS have a perfect and legal title to the Said Land and are fully entitled in law to deal with the same.

WHEREAS OWNERS are desirous of getting the said land developed for Affordable Housing Project on collaboration basis at the expenses and costs of the DEVELOPER and the DEVELOPER has agreed to undertake the DEVELOPMENT of the said land on the terms and conditions hereinafter mentioned:-

- That the subject matter of this collaboration agreement between the OWNERS and the DEVELOPER is the Said Land admeasuring land bearing Khasra no. 265 measuring 3 bighas 13 biswas pukhta situated in the revenue estate of Gurugram,Sector 104, Tehsil and

*Copy
Astley Parker Jyoti
Narayan
P.S.
Laloo*

Reg. No.

Reg. Year

Book No.

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2017-2018

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District Gurgaon, for utilizing the same for construction and development of a Affordable Housing Project by the DEVELOPER by way of obtaining Additional Licences/License, as may be permissible by the authorities.

2. That the DEVELOPER shall obtain at its own cost and expense and with its own resources the requisite licences, permissions, sanctions and approvals of all competent authorities for developing of an Affordable Housing Project. The OWNERS agree in accordance with the terms and conditions herein recorded, to place at the complete disposal of the DEVELOPER the Said Land and to irrevocably vest in it all the authority of the OWNERS as may be necessary in the discretion of the DEVELOPER for obtaining the requisite licence, permissions, sanctions and approvals for development, construction and completion of the proposed complex on the said land.
3. That the OWNERS are aware that the Said Land is adjacent to the other land of the DEVELOPER and the DEVELOPER has obtained License no. 12 of 2014 dated 10/06/2014 and License No. 98 of 2017 dated 18/11/2017 for setting up affordable Group Housing Colony on such other land from the DGTCP. It is agreed between the parties that the DEVELOPER jointly under the name of OWNERS shall apply for grant of additional license to the concerned authorities including DGTCP at its own expenses. For the said purpose, the OWNERS shall execute and get registered requisite documents in favour of the DEVELOPER/ its nominee(s). The OWNERS also undertakes to sign all requisite application forms, affidavits, indemnity bonds, undertakings etc. as may be required for obtaining additional license on the Said Land.
4. That the Building Plans for the proposed Affordable Housing Project shall be as deemed appropriate by the DEVELOPER.
5. That the DEVELOPER shall proceed to have suitable design, model and/or plans prepared for the proposed Affordable Housing Project and get them approved / sanctioned from the competent authority (s). The DEVELOPER shall apply to the Director, Town and Country Planning, Haryana and/or such other authorities as may be concerned in the matter for obtaining the requisite licences, permissions, sanctions and approvals for the construction on the said land of the proposed Affordable Housing Project in

Shanti

Alpy
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Parul
Sunita
Jyoti
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प्रधानमंत्री Raj Kumar

प्रधानमंत्री Premwati

प्रधानमंत्री Tawani Kumar

प्रधानमंत्री Navneet Kumar

प्रधानमंत्री Jyoti Garg

प्रधानमंत्री Aditya Garg

प्रधानमंत्री Rajat Garg

दस्तावेज़ thru- Ajay Bharti

lalit

Rahulwala

DGB

Gyanvi

Lavas

N

Jyoti

Aditya

Rajat

Ajay



accordance with applicable zonal plans subsequent to execution of this agreement.

6. That the entire amount required for payment of statutory fees and charges as may be prescribed by the concerned authorities for obtaining license & development of the project upto completion of the project shall be wholly to the account of the DEVELOPER and shall be paid by the DEVELOPER.
7. That all statutory fees and charges incidentals including scrutiny fees, conversion charges and all type of charges relating to obtaining of license and all other permissions for the lawful development of the project, shall be paid by the DEVELOPER. The cost of raising of construction and all other expenditures relating to the project shall be incurred by the DEVELOPER. All charges for furnishing bank guarantees or any other/ additional charges payable to any department, office or authority for the said project including services like water, sewerage or electricity supply shall be borne by the DEVELOPER.
8. That the DEVELOPER shall be entitled to immediately apply for obtaining Letter of Intent and licence for developing the proposed project on the said land. The DEVELOPER may at its option get any project layout/design sanctioned on the said land. The OWNERS are simultaneously executing an irrevocable General Power of Attorney in favour of the DEVELOPER/ its nominee to enable the DEVELOPER to obtain the requisite sanctions, to deal with different departments and to ensure the implementation of the project.
9. That in lieu of contributing the land for development of the aforesaid project, the OWNERS shall be entitled to share the revenue from the project as per following ratio:

Owners' Share	45% of Gross Receipts from the Project
Developer's Share	55% of Gross Receipts from the Project

Handwritten signatures of Owners and Developers, including Ally, Dicky, Parbat, Naveen, Yash, and others.

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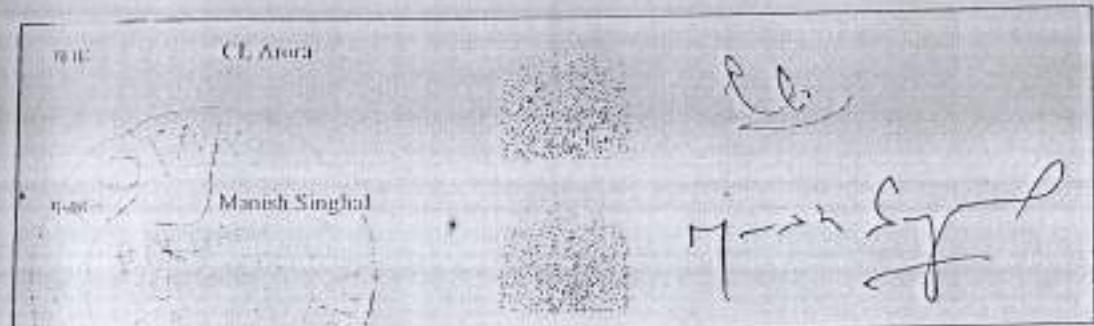
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Book No.

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2017/2018

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प्रमाण-पत्र

प्रमाणित किया जाता है कि यह ग्रलेस चमाक 12,588 आव दिनकि 24/01/2018 को चहो न: । निलद न: 13,167 के पृष्ठ न: । II पर पंजीकृत किया गया रुपा इसमें एक प्रति अतिरिक्त अटी सच्चा । निलद न: 5,328 के पृष्ठ राहा 4 से 5 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने लिये हैं।

दिनांक 24/01/2018

उप/सम्मुखी पंजीकरण अधिकारी
गुटाहा



- 5
10. That the Developer has paid a sum of Rs. 1,00,00,000/- (Rs. One Crore Only) vide different cheques as per details given in Schedule A which shall be deemed to be part and parcel of this Collaboration Agreement.
 11. That after paying entire share of the revenue from the project to the OWNERS as per agreed ratio, the DEVELOPER shall be entitled to get the licence/ LOI or any other sanctions granted in the name of the OWNERS transferred either in its favour or in favour of its nominee(s) and the OWNERS shall not object thereto in any manner.
 12. That the DEVELOPER can obtain loans/ financial assistance from banks/ financial institutions by placing the said land as security and / or by mortgaging the same subject to written consent of the Owners which DEVELOPER will ask before applying to any Financial Institution from the Owners . However, the Owners shall have the right to refuse for the same. The actual physical possession of the land in question shall be handed over by the OWNERS to the DEVELOPER on issuance of Letter of Intent by the authorities.
 13. That this agreement hereby devolves all necessary rights and entitlements on the DEVELOPER to build upon the said land proposed Affordable Housing Project in accordance with the terms of this agreement and to own the land underneath the said project and all common facilities therein. This Collaboration agreement is irrevocable and both the parties are bound to fulfil each of their duties towards the other party in true spirits.
 14. That all expenses for execution and registration of this Collaboration Agreement and in future the sale deed & transfer of licence shall be borne exclusively by the DEVELOPER.
 15. That the DEVELOPER shall apply for license for development of Affordable Housing Project on the Said Land to the Town and Country Planning Department, Haryana pursuant to execution of this agreement. The DEVELOPER shall complete all formalities for obtaining licence. In case the permission for change of land use/licence is not granted by competent authority on account of any statutory constraint or departmental instructions pursuant to submission of application for grant of licence and on this account

Abhay *Rakesh Reddy* *Noorul* *Dinesh*
Rakesh Reddy *Yashwanth* *Hafizul* *Varanasi*

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the DEVELOPER is unable to obtain the requisite permission for development of the said land, the DEVELOPER shall have no claims, of any kind whatsoever, against the OWNERS.

16. That in case any amount / fees/bank guarantee deposited by the DEVELOPER / any other authority is refunded to the OWNERS, the same shall be returned to the DEVELOPER within 7 days of the receipt of the same and in the event of any delay beyond this period the OWNERS will pay an interest @ 18% per annum on the amounts so received.
17. (a) That since considerable expenditure, efforts and expertise are involved in getting the land use changed and obtaining the licence for the proposed complex and also timely and full payment of OWNERS' share is the essence of this Collaboration Agreement, accordingly the OWNERS / or their nominees or their legal heirs will not cancel or back out and/or withdraw from this agreement and the same is irrevocable. In the event of default on the part of the OWNERS, the DEVELOPER besides its other rights will be entitled to get the said agreement fulfilled / enforced through process of law at the cost and expenses of the OWNERS.
- (b) That since the Owners have contributed their land in to this Collaboration Agreement against the revenue sharing and all other permissions etc. are to be received/done by Developer only, hence all obligations whether financial or otherwise, towards Owners, various authorities, consumers etc., shall be the responsibility of the Developer and under any circumstances what so ever may be, Owners shall not be held liable to it. In the event of default on the part of the DEVELOPER, the OWNERS besides their other rights will be entitled to get the said agreement fulfilled / enforced through process of law at the cost and expenses of the DEVELOPERS.
18. That advertisements would be required to be published in newspapers for the purpose of sale of apartments in the project. The DEVELOPER shall be competent and entitled to get the advertisements published to comply with the policy. The DEVELOPER shall also be entitled to deal and interact with the concerned government officials to finalize the date of draw of lots for allocation/sale of apartments in the Affordable Housing Project.

Dinesh Patel
Project Director
Affordable Housing Project

Naveen Patel

Arun Patel



IN WITNESS WHEREOF, the parties hereto have signed this Collaboration Agreement on the day, month and year first mentioned above.

OWNERS

E. Gian Prakash
1. Gian Prakash

Navneet Kumar
2. Navneet Kumar

Draft - 1st rev. 11/11/18

C.L.A. COLA
Advocate
Draft Court, Gurgaon

Raghunandan Kumar
3. Raghunandan Kumar

Jyoti
4. Jyoti Garg

Raj Kumar
5. Raj Kumar

Aditya
6. Aditya Garg

Smt. Premwati
7. Smt. Premwati

Rajat
8. Rajat Garg

Pawan Kumar
9. Pawan Kumar

WITNESSES

1. *Minal Singh*
2. *Sh. Arora by M. K. Singh*
3. *A/25 New Gurgaon Colony*
2. *Gurgaon Haryana - 20*

ATTESTED PHOTO COPY
11/11/18

(RAJMAL MALIK)
ADVOCATE & NOTARY
M. Gurjan Haryana (INT'L)

C.L. ARORA
Advocate
Distt. Courts, Gurgaon

DEVELOPER

M/s. Perfect Buildwell Pvt. Ltd.
through its Director

((C))

All expenses for advertisement, finalization of date of draw of lots etc. shall be borne exclusively by the DEVELOPER.

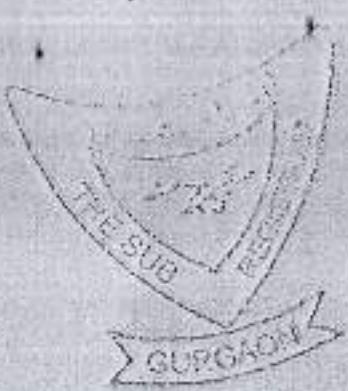
19. That the OWNERS shall be entitled to their share @45% of gross sale proceeds as received from the allottees of the project. All the receipts from the project shall be deposited into the Joint Escrow Account.
20. That the OWNERS and DEVELOPER shall be responsible and liable in respect of their individual income-tax and/or other statutory liabilities as far as their respective sale proceeds share from the project are concerned.
21. That OWNERS have declared and represented to the DEVELOPER that the said land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupation, claims and litigations whatsoever or no notice of requisition or acquisition has been received by the OWNERS and that the OWNERS shall keep the said land free from all encumbrances, till the duration and full implementation of this agreement in all respects. The DEVELOPER has entered into this agreement relying/ acting upon these declarations, and representations/undertakings of the OWNERS.
22. (a) That if the said land or any part thereof comprised in and the subject matter of this agreement declared to be belonging to the OWNERS is lost on account of any defect in the OWNERS title or any litigation started by any one claiming through the OWNERS or any one claiming title paramount to the OWNERS or on account of any other cause or cases whatsoever including outstanding (s), claim (s) taxes etc., on the OWNERS, in that event the OWNERS shall be liable to refund of the such claims within 30days from the demand of the second party and along with 18% interest thereafter.
(b) That if any non-compliance or non-fulfilment of any promise to any of the authority or customers or any other person regarding the development & marketing of the said project, due to which any litigation started by any one claiming from the OWNERS on account of any cause or cases whatsoever, in that event the DEVELOPER shall be liable to recoup the OWNERS for all losses and damages that may be caused to the OWNERS within 30days from the demand of such claims and along with 18% interest thereafter.

*ABH
Rakesh
Prabhakar S. Sathi*

*Narayan
Hiralal*

Dinesh

Varanasi



- 8
23. That the DEVELOPER shall be liable to pay genuinely the share of the OWNERS in the Gross Receipts as agreed hereinabove and also in lieu thereof, the OWNERS shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said complex and / or booking and sale of apartments and project building.
 24. That on execution of this agreement, the DEVELOPER shall be entitled to enter upon the entire said land, survey the same, prepare the layout and service plans and development scheme for submission to the Town and Country Planning Department, Haryana and/or such other authority(s) as may be concerned in the matter for change of land use and obtaining of requisite licences, permissions, sanctions and approvals for development, construction and completion of the proposed complex/es on the said land, to enclose the said land by means of barbed wire fencing/ sheet fencing/ boundary wall. The DEVELOPER shall be at liberty, as per Law, to put up its sign boards at the premises of the said land with the legend that the building to be constructed as above is a Affordable Housing Project wherein the public is free to book the areas / spaces in conformity with applicable policies, and to have site office in any part of the said land.
 25. That this agreement is not and shall not however be deemed or construed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.
 26. That the parties hereto have agreed and undertaken to perform their part of the agreement with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this agreement.
 27. That after receipt of agreed revenue share in full & final, the owners shall be bound, as and when called upon by the developer to execute any requisite documents and to do all such acts, deeds and things as may be required at the costs and expenses of the developer for transfer of license, sanction and approvals in favour of the developer or its nominee(s). After receipt of the full revenue share, the owners undertake to execute all such documents

Date

Ashu

*Dikshu
Ranjan*

*Yashwant
Narayan
Sohi
Himal*

Dinesh

Virendra



COURGNON

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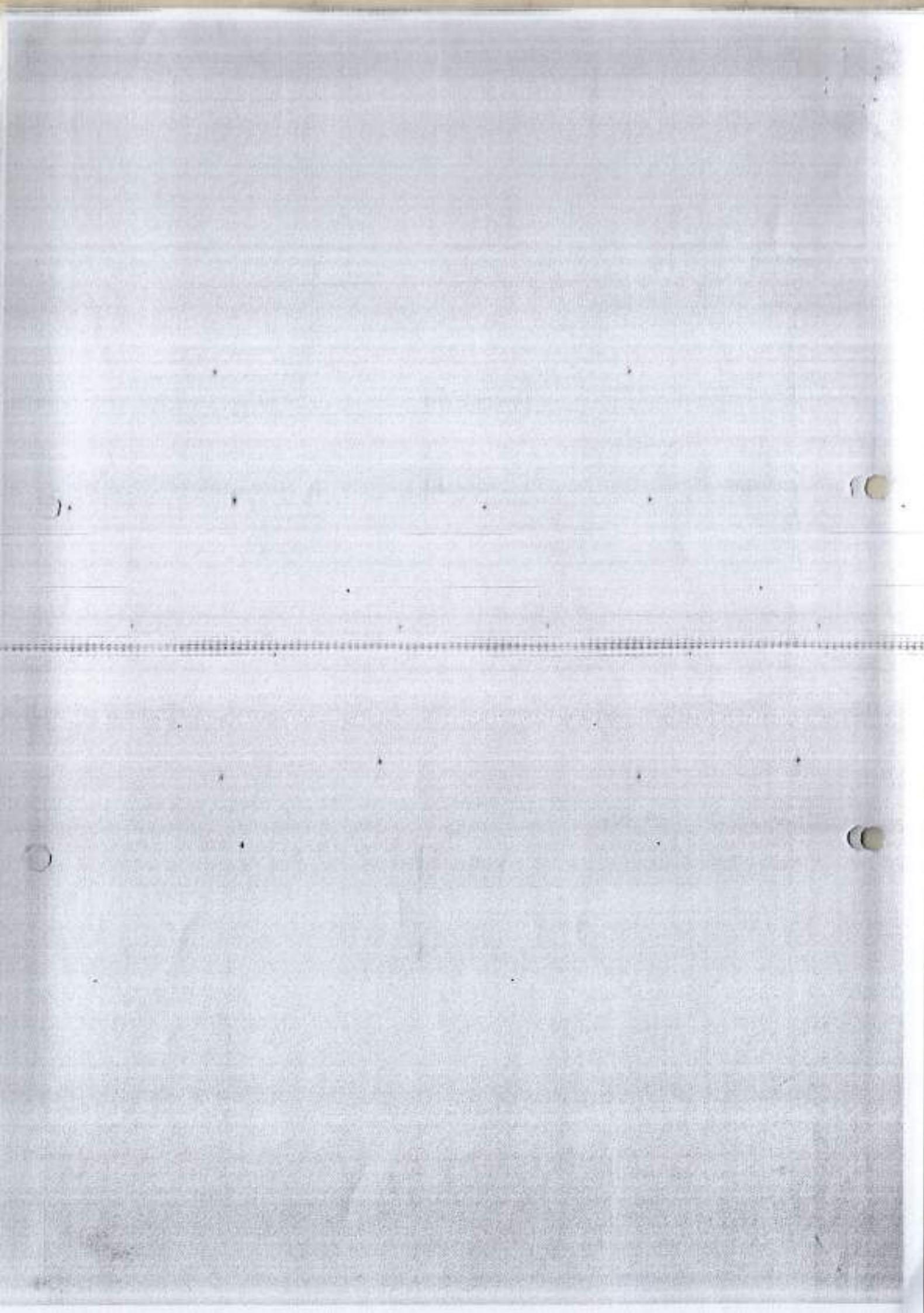
and to do all such acts, deeds and things as may be required for transfer or license failing which the owners undertake to indemnify the developer / persons claiming through or under the developer for all types of losses and damages that may be caused to the developer on account of non fulfillment or promises made by the owners. In such event the second party may recover such losses and damages from the owners and their properties. In case the LAND OWNERS would back out of their obligations in any manner, the DEVELOPER shall also be entitled to have this agreement enforced through process of law entirely at the cost and expense of the LAND OWNERS

28. That the parties hereto have agreed and undertaken to pay their individual tax and / or other liabilities punctually and indemnify the other party and the said property against any attachment, seizures or sale thereof. It is also hereby expressly agreed and declared that :
- each of the parties hereto has undertaken obligations and has rights specified hereinabove on their own account and as principal to principal and not on behalf of, or on account of or as agents of any of them or of anyone else;
 - each of the parties hereto shall bear and pay their own respective income tax and all other taxes in respect of the realization received by each of them under these presents.
29. That the failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.
30. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
31. That any mutual differences or disputes between the parties shall be resolved by mutual discussions and negotiations.

*Lalit
Rajendra
Rajendra
Rajendra* *Yashwant
Yashwant
Yashwant* *Naresh
Naresh
Naresh*



Σ GURU



PERFECT BUILDWELL PVT. LTD.

H & O HOUSE, D-64, DEFENCE COLONY, NEW DELHI - 110024, INDIA
PHONE : 011-24628583, 24616415, FAX : 011-24621714, 24622514
CIN : U45201DL2004PTC125145 EMAIL : director@perfectbuildwell.com

EXTRACT OF MINUTES OF EXTRA ORDINARY GENERAL MEETING OF M/S PERFECT BUILDWELL PVT LTD HELD ON 22ND DAY OF JANUARY 2018 AT 11:00 A.M. , AT ITS REGISTERED OFFICE AT D-64, DEFENCE COLONY, NEW DELHI-110024

RESOLVED THAT Mr. Vipul Suchdeva S/o Sh. H K Suchdeva R/o C-12, Defence Colony, New Delhi, hereby authorizes Mr. Ajay Bharti S/o Late Sh. Om Prakash Bharti R/o D-28, Kalkaji, New Delhi, DIN 01210309 to sign all the necessary Memorandum of Understanding contracts related agreements and file applications, documents to get approval from DTCP and concerned departments as may be deemed fit and proper in respect of the land at sector - 104, Gurgaon , Haryana on behalf of company.

By Order of the Board
M/s PERFECT BUILDWELL PRIVATE LIMITED



Director

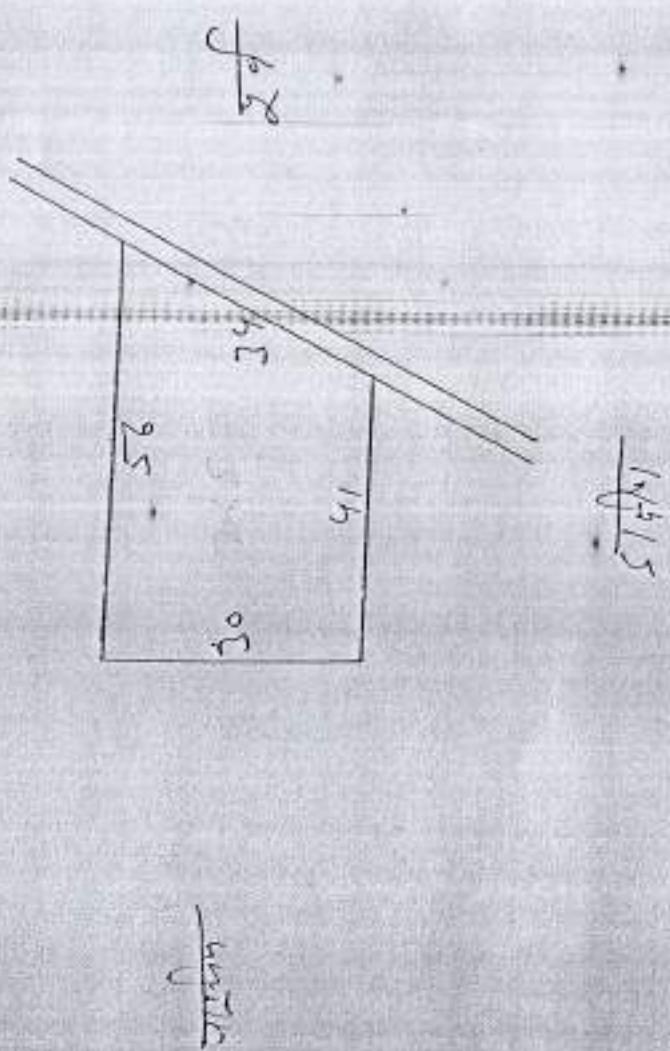
NAME: VIPUL SUCHDEVA
DESIGNATION: DIRECTOR
DIN: 01210309
ADD: C-12, DEFENCE COLONY,
NEW DELHI- 110024
DELHI, INDIA

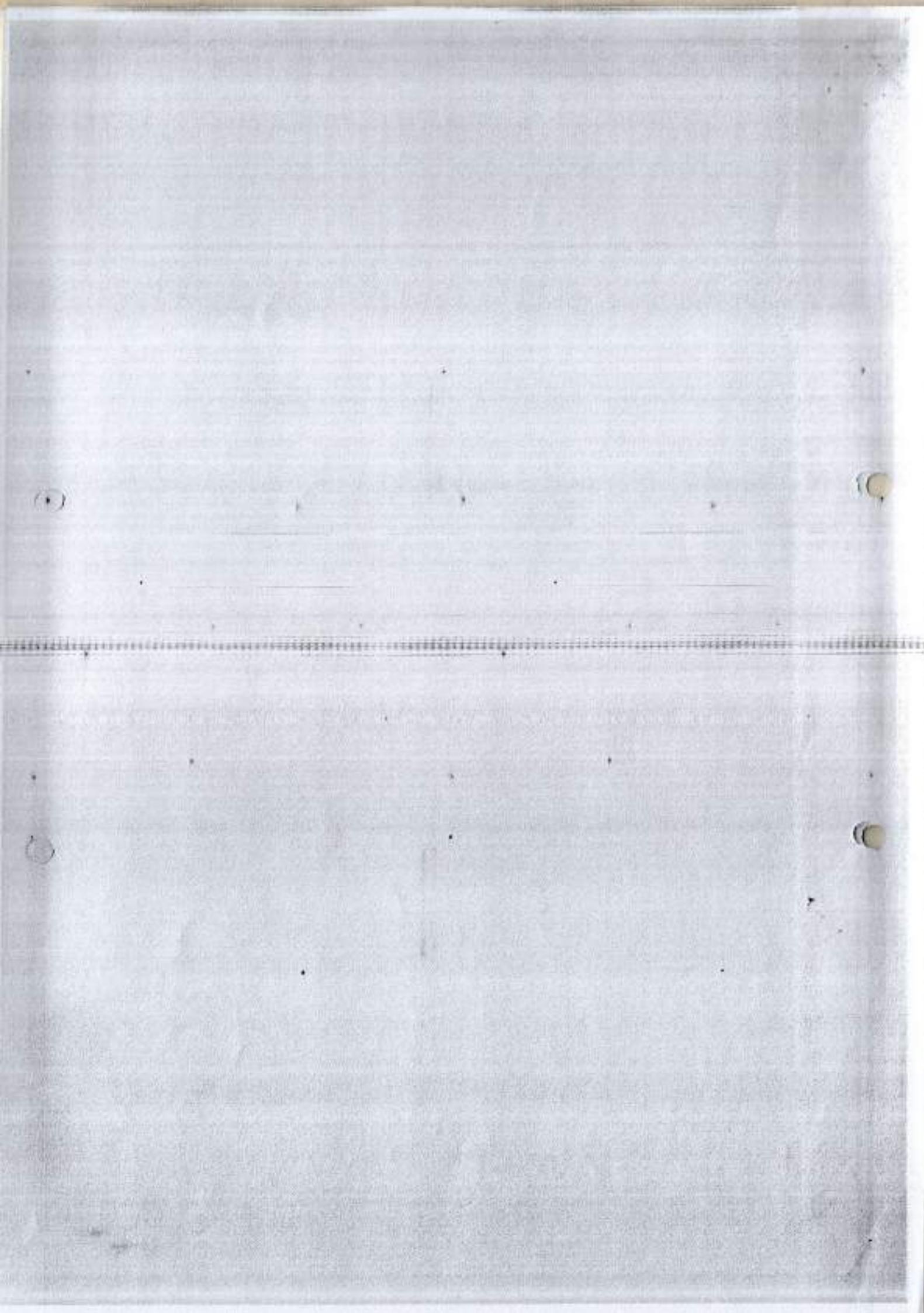
Date: 22/01/2018
Place: New Delhi

60

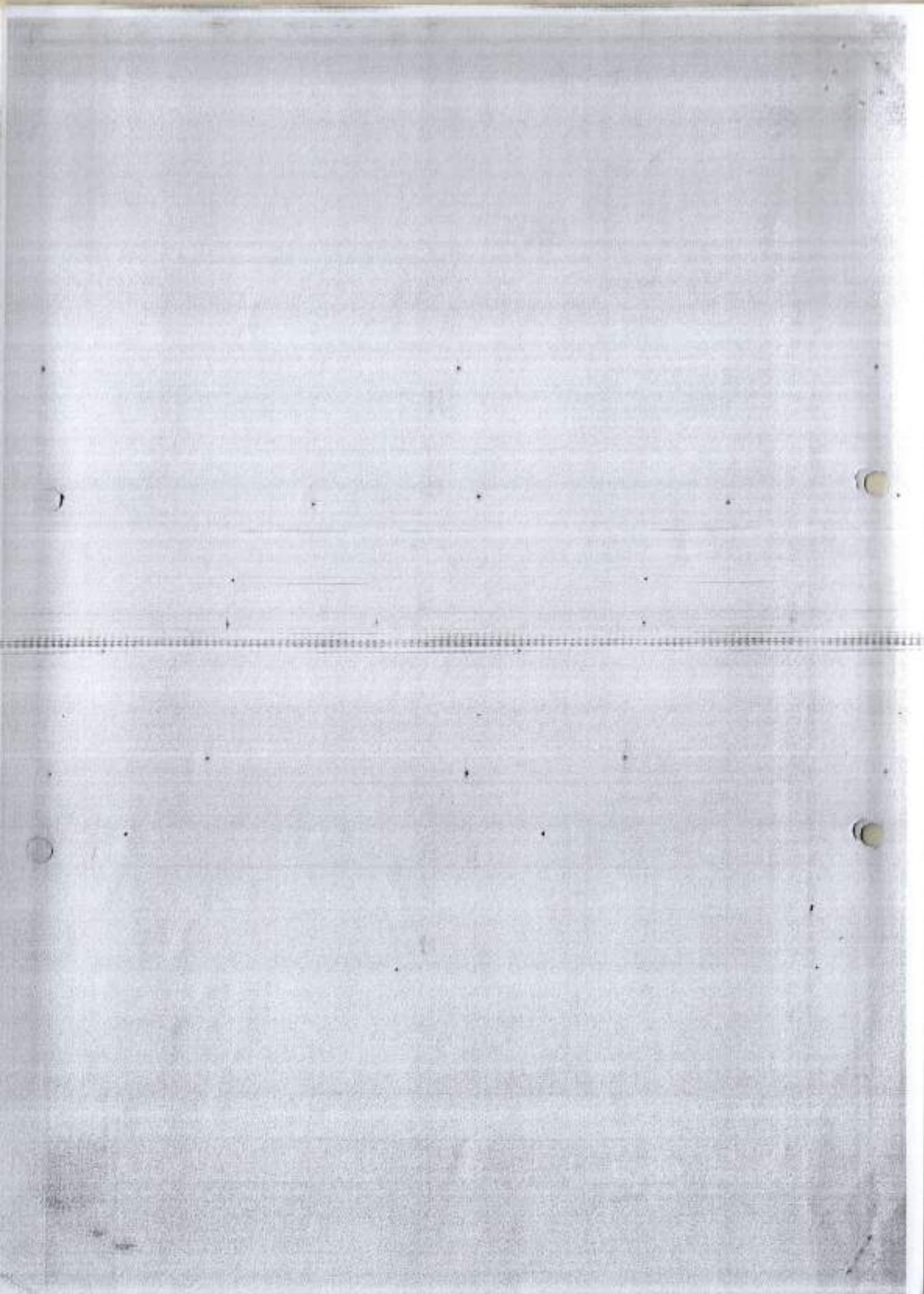
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इस धराते से काटिए कि अमानी से प्रभावादी के राय लगती हो गई।



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