

DDO Code: 0362	E - CHALLAN Government of Haryana	Candidate Copy	DDO Cade: 0362	E - CHALLAN AG/ Dept Copy
Valid Upto: 15-1 09-1	2-2020 (Cash) 2-2020 (Chq./DD)		Valid Upto: 15- 09-	Government of Haryana 12-2020 (Cash) 12-2020 (Chq./DD)
GRN No.: 0070	064161 Date: 08 Dec	2020 11:59:58		D064161 Date: 08 Dec 2020 11:59:68
Office Name: 03	62-TEHSILDAR REWARI	•		
	ewari		· [362-TEHSILDAR REWARI
Period: (2	020-21) One Time			2020-21) One Time
Head of	f Account	Amount ₹		S A
	Fees for Registration	50000		A The second sec
0030-03-104-97-51	Pasting Fees	3	0030-03-104-97-5	
PD AcNo 0	· · · ·	·	PD AcNo ()
Deduction Amount;	₹	0	Deduction Amount:	₹.,
Total/Net Amount:	X	50003	Total/Net Amount:	
🤕 Fifty Thousands	Three Rupees	·	₹ Fifty Thousand	
	Tenderer's Detail			Tenderer's Detail
GPF/PRAN/TIN/Adl	. no./VehicleNo/Taxld:-		GPF/PRAN/TIN/Ac	It. no./VehicleNo/TaxId:-
PAN No:			PAN No:	A HOST CHICIENCE TAXIU,-
Tenderer's Name;	GREEN CITY DEVELOPERS		Tenderer's Name:	GREEN CITY DEVELOPERS
Address:	BASEMENT K3 11 DLF PHAS GURUGRAM	ŝë (I	Address:	BASEMENT K3 11 DLF PHASE II GURUGRAM
Particulars:	Fees for Registration and cop registered documents	ies of	Particulars:	Fees for Registration and copies of registered documents
Cheque-CD- Detail,		Signature	Cheque-DD- Detail:	Depositor's Signature
FOR USE IN RECEIVING BANK			FOR USE	IN RECEIVING BANK
Bank CIN/Ref No: Payment Date:	000150942666308122020 08/12/2020		Bank CIN/Ref No: Payment Date:	000150942666308122020 08/12/2020
Bankt	SBI Aggregator		Bank:	SBI Aggregator
Status:	Success	•	Status:	Success

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* Note .->Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance of cheque / DD.

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COLLABORATION AGREEMENT

This Collaboration Agreement is executed at Rewari on this **08th** day of **Dec. 2020**.

Between

- <u>RAMPAL VADAV (Aadhar No. 9378-4689-6962) s/o Sh.</u> <u>Bhoop Singh R/o Vill. Shekhpur Shikarpur (Ghasera), Teh. &</u> <u>Distt. Rewari now R/o H.No. 127, Sector-4, Rewari, Teh. &</u> <u>Distt. Rewari (Hereinafter referred to as **Owner No.-1** which expression unless repugnant or opposed to the context thereof includes their successors, representatives, nominees and permitted assign etc.)
 </u>
- 2. RAMESH KUMAR (Aadhar No. 7991-3158-7959) s/o Sh. Raj Kumar s/o Sh. Nanak Chand R/o H.No. 6287/3, Moh. Chhipatwara, Rewari now R/o H.No.1877 Sector-4, Rewari, Teh. Rewari (Hereinafter referred to as **Owner No.-2** which expression unless repugnant or opposed to the context thereof includes their successors, representatives nominees and permitted assign etc.)

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For GREEN CITY DEVELOPERS

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प्रलेख न:5099

दिनांक:08-12-2020

डीड का नाम COLI AGREEMENT	डीड सबंधी विवरण ABORATION	л			
तहसील/सब-तहसील रिवाडी					
गांव/शहर डवाना					
धन सबंधी विवरण					
राशि 30975000 रुपये	स्टाम्प इ	स्टाम्प ड्यूटी की राशि 619500 रुपये			
स्टाम्प नं : S0H2020L23	स्टाम्प की राशि 61	स्टाम्प की राशि 619500 रुपये			
रजिस्ट्रेशन फीस की राशि 50000 रुपये	EChallan:70064161	पेस्टिंग शुल्क 0 रुपये •			
Drafted By: RAVINDER YADAV	ADV	Service Charge:0			

यह प्रलेख आज दिनाक 08-12-2020 दिन मंगलवार समय 3:55:00 PM बजे श्री/श्रीमती /कुमारी RAMPAL YADAVपुत्र BHOOP SINGH RAMESH KUMAR पुत्र RAJ KUMAR निवास REWARIद्वारा पंजीकरण हेतु प्रस्तुत किया गया |

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हस्ताक्षर प्रस्तुतकर्ता RAMPAL YADAV RAMESH KUMAR

उप/सर्युक्त पंजीयन अधिकारी (रिवाडी) संगुलत सब रविल्ट्रल रेखाईरे

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी GREEN CITY DEVELOPERS thru JITENDER KUMAROTHER हाजिर है | प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारीRAVINDER YADAV ADVपिता ---निवासी REWARI व श्री/श्रीमती /कुमारी RANDHIR SINGH NEHRA पिता MEHAR SINGH NEHRA निवासी DELHI ने की |

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप मे जानते है तथा वह साक्षी नं:2 की पहचान करता है |

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उप/सयुंक्त पंजीयन अधिकारी(रिवाडी) संयुक्त सब श्रीतस्ट्रार ः रेवाडी

M/s GREEN CITY DEVELOPERS (PAN NO. AAEFG8794]), a partnership firm, duly incorporated under the Partnership Act and is having its Regd. Office at Basement K3/11, DLF, Phase-II, Gurugram- 122 002 (Haryana) through its Authorized Signatory Sh. JITENDER KUMAR (Aadhar No. 3856-9870-8595) s/o Sh. Mahender Singh Kadian R/o 403/6, Uniword Garden, Sector-47, Gurugram (who has been empowered to execute this agreement vide authorization letter/partner dated 08.12.2020 (hereinafter called the DEVELOPER which expression unless repugnant or opposed to the context thereof includes its successors, representatives, nominees and assigns etc.,)

The OWNERS (owner No. 1 and owner No. 2) and the DEVELOPER are collectively referred to as the "Parties" and individually referred to as the "Party".

AND WHEREAS:



Owners are lawful owners in possession of land comprised-in-Khewat No. 257, Khatoni No. 283min, Rect. No. 7, Kila No. 3/2(1 0), 4/1/2(1-0), 5(7-7), 6/1(6-5), 8/1/2(3-13), 8/2/1(0-7), 8/2/2(2-0), 9/1(0-10), 12/2(6-0), 19(8-0), 22/1/1(3-14) total measuring 39 Kanal 16

Marla its 1/2th share i.e. 19 Kanal 18 Marla. AND Knewat No. 273;

For GREEN CITY

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प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 5099 आज दिनांक 08-12-2020 को बही नं 1 जिल्द नं 632 के पृष्ठ नं 65 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 8826 के पृष्ठ संख्या 5 से 21 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा भेरे सामने किये है |

दिनांक 08-12-2020



उप/सयुंक्त पंजीयन अधिकारी(रिवाडी) वीपुला सब मजिल्हार रेकाओ

Khatoni No. 296min, Rect. No. 7 Kila No. 11/2/2(0-3), 20/1(6-0), 21/1(7-0), 22/2/1/1(1-10), 23/1/1/1(0-12), Rect. No. 8 Kila No. 25/3(0-9) total measuring 15 Kanal 14 Marla its 1/2nd share i.e. 7 Kanal 17 Marla; AND Khewat No. 277, Khatoni No. 300, Rect. No. 7, Kila No. 13(8-0), 18/2(5-13) total measuring 13 Kanal 13 Marla its 1/2nd share i.e. <u>6 Kanal 16.5 Marla</u>; AND Khewat No. 294, Khatoni No. 314, Rect. No. 6, Kila No. 1/1/1(0-10), 1/1/2/1(4-2), 10/2/1/2(0-9) total measuring 5 Kanal 1 Marla its 1/2nd share i.e. 2 Kanal 10.5 Marla: AND Khewat No. 323, Khatoni No. 335, Rect. No. 7, Kila No. 14/1(6-5), 15/1/1(0-9), 17/2(0-13) total measuring 7 Kanal 7 Marla its 1/2nd share i.e. <u>3 Kanal 13.5 Marla</u>; AND Khewat No. 324, Khatoni No. 336, Rect. No. 7, Kila No.4/2/2(4-16), 7(8-0) total measuring 12 Kanal 16 Marla its 1/2nd share i.e. 6 Kanal 8 Marla. Thus the total land comes to 47 Kanal 3.5 Marla situated in the revenue estate of Vill. Dawana, Teh. & Distt. Rewari.

AND WHEREAS the owners have represented and assured that the said land is free from all charges, liens, encumbrances, litigations, notifications, etc. and the OWNERS have a perfect, valid and legal title to the said land and no collaboration agreement is in force or has been in force qua the said land as yet and the owners are fully entitled in law to deal with the same. The owners have further

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GURGAON Regd. No. 6957

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represented the said land is capable of being developed into "DEEN DAYAL JAN AWAS YOJNA" an affordable plotted colony, under the DDJAY-Affordable Plotted Housing Policy 2016 Policy of State of Haryana and as per the prevailing laws. The owners are further represented that the said land shall be made accessible from a 45 Mtrs. wide Sector Road, which will connect the said land to the 60 Mtrs. Sector Road.

AND WHEREAS the OWNERS have approached the DEVELOPER for development of the said land into an Affordable Plotted Project under the DDJAY-Affordable Plotted Housing Policy 2016 Policy, on collaboration basis, at its expense and to share the revenue/area, which will be generated from the sale of developed plots area as mentioned hereunder amongst themselves.

AND WHEREAS the DEVELOPER, relying upon the representations of the owners, has agreed to undertake the development of the said land on the terms and conditions hereinafter, mentioned NOW, it is hereby agreed, declared, covenanted and recorded by and parmod Kr. Tyagihetween the parties as under: Regd. No. 6957

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1. That the subject matter of this agreement between the OWNERS and the DEVELOPER is the said land admeasur

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Kanal 3.5 Marla situated in the revenue estate of Vill. Dawana, Teh. & Distt. Rewari for utilizing the same for construction and development into Deen Dayal Jan Awas Yojana Project under the DDJAY-Affordable Plotted Housing Policy 2016 Policy, by the DEVELOPER.

2. That the parties have agreed that in lieu of the mutual covenants of the parties under the present Collaboration Agreement, the Developer and Owners have agreed to a sharing ratio as follows :

(A) <u>RESIDENTIAL COMPONENT</u>

It has been agreed that the parties share the net salable area in the residential component of the project in the above land of the owners, the developer shall be owner of 625 Sq. Yards per acre respectively in the above developed area and the remaining salable area in the above developed area shall be owned by the owners.

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COMMERCIAL COMPONENT

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It has been agreed that the owner shall be the owner of the entire commercial component in the above

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constructed/developed area in the above total land of the owners.

The parties have also mutually agreed that the (C)Developer shall develop/construct the above land of the owners at its own costs and expenses in all respect and the Developer shall also pay all licence fee, cess and other taxes etc., i.e. payable to the Govt. of Haryana and its other authorities. The Developer shall not claim any such amount expend by the Developer from the owners.

The Developer shall give the possession of the (D) developed residential and commercial plots within 12 months from the date of issuance of the licence. However, the Developer had agreed to obtain the Licence from State of Haryana within 6 months from the date of this collaboration agreement/approval of sectoral plan, whichever is later. If the developer has failed to get the licence pertaining to the above land of the owners (whatsoever reason), the Developer has agreed that the agreement would be automatically cancelled without any



initiation of proceedings by the owners in any manner. Jonesh Ky

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For GREEN CITY DEVEL

However, in case of any legal complicacies, the clause of cancellation of this agreement would be extended with the consent of the owners and Developer.

(E) It is also agreed between the owners and developer that whereas the commercial component is concerned, all the licence fees, cess and taxes shall be paid by the developer. However, FAR in commercial component is concerned regarding the construction of commercial building in shape of shops or multi storied building as may be, the costs and expenses of construction shall be mutually finalized by the parties to this agreement after getting the licence pertaining to the above land. The owners shall bear/incurred all the costs and expenses in construction of commercial building on the above land and FAR charges and fees etc. shall also be paid by the owners. and the same shall be developed by the developer.



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3. That the owners are well aware of the fact that "Deen Dayal Jan Awas Yojna" an affordable plotted colony, under the DDJAY-

Affordable Plotted Housing Policy, 2016 has to be strictly

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developed in terms of policies of the government as applicable in this regard for the time being in force. The owners are aware of the applicable policies and thus undertake not to cancel the present collaboration agreement and to allow the Developer to commence and complete the proposed project within stipulated period as agreed between the owners and Developer.

- 4. That the Developer shall apply for and obtain the requisite Licence for developing "Deen Dayal Jan Awas Yojna" an affordable plotted colony, under the DDJAY-Affordable Plotted Housing Policy, 2016 upon the said land from the Town & Country Planning Department Haryana. The Developer shall apply for the Licence as under the policies of State of Haryana and its policies exist then and there.
- 5. The owners have also executed a regd. power of attorney dated 08.12.2020 in favour of the Developer/ its nominee authorising the developer to apply for and obtain the requisite Licence for the development of the said land and also to develop the said project. The aforementioned power of attorney shall be deemed irrevocable, except in case of the cancellation of this



GREEN CITY DEVELOPERS

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agreement as per above terms/conditions and failure of the Developer to obtain the Licence/permission from State of Haryana within stipulated period, in that eventuality, this SPA would be revoked automatically and by the owners will have also right to revoke the same from the concerned registration authority.

undertakes procure/obtain 6. That the DEVELOPER to licence/permission etc. at its own cost and expense and with its own resources, the requisite licences, permissions, sanctions and approvals from all competent authorities for developing of "Deen Dayal Jan Awas Yojna" an affordable plotted colony, under the DDJAY-Affordable Plotted Housing Policy 2016. 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 yest in it all the authority of the OWNERS as may be necessary in the discretion of the DEVELOPER for the purposes of obtaining the requisite licence, permissions, sanctions and approvals for development, construction and completion of the proposed complex on the said land. All expenses involved in and for obtaining-lice clearances, permissions or sanctions from the concerned



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authorities and development, construction and completion of the proposed project shall be incurred and paid by the DEVELOPER. The actual physical possession of the said land has been delivered by the owners to the developer simultaneously with the execution of the present agreement. The developer shall be fully entitled to demarcate the said land, to survey the same, to raise temporary structures upon the same for its guards and other store/godown purposes and the owners shall not disturb or interfere in the peaceful use and possession of the developer till the purposes of the present agreement are fully achieved. However, the Developer shall not use the above land for any other purpose, except the use of the above land in accordance with the provisions of "Deen Dayal Jan Awas Yojna" an affordable plotted colony, under the DDJAY-Affordable Plotted Housing Policy, 2016

7. That the DEVELOPER shall proceed to have desigr model and/or plans prepared for the proposed "Deen Dayal Jan Awas Yojna" an affordable plotted colony, under the DDJAY-Affordable Plotted Housing Policy, 2016 . and get it approved/sanctioned from the competent authority (ies). The DEVELOPER shall apply to the Director, Town and Country fromul By

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GREEN CITY DEVELOPERS

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 "Deen Dayal Jan Awas Yojna" an affordable plotted colony, under the DDJAY-Affordable Plotted Housing Policy, 2016, in accordance with applicable zonal plans subsequent to execution of this agreement.

8. That the entire amount required for payment of statutory fees and charges as may be prescribed by the concerned authority for the project shall be wholly to the account of the DEVELOPER. The owners shall not be liable towards any fees or charges payable for the project. This agreement shall devolves all necessary rights and entitlements on the DEVELOPER to build upon the said land proposed Deen Dayal Jan Awas Yojna" in accordance with the terms of this agreement and also be entitled to its share as mentioned earlier in this agreement in the project, proceeds subject to payment of the share of consideration to the OWNERS as stated hereinafter and fulfillment of all other liabilities towards the



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- 9. That it has been mutually agreed between the parties that the DEVELOPER shall at its absolute discretion proceed to execute/register conveyance deed(s) in respect of areas forming part of the project together or in phases.
- 10. That in case, any amount/fees/bank guarantee deposited with the government/any other authority(ies) will be refunded to the OWNERS, the same shall be returned by the owners to the DEVELOPER within 15 working days from the receipt of the same.
- 11. That the developer shall abide all the terms and liabilities of Yojna" the "Deen Daval Jan Awas or any amendments/modifications thereof if any subsequently arose. If the non-completion of the project/colony within stipulated period due to the result of earthquake, lightening or any order or notification of the Government, which prevents the progress of the construction or for any other reasons beyond the control of the DEVELOPER, the DEVELOPER shall be entitled to extension of time for completing the said project during the above exclusion of period due to the above calamity. Any force



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majeure circumstance, if prevailing, shall cease the timelines, if any prescribed in this agreement for any purpose.

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- 12. That since considerable expenditure, efforts and expertise are involved in getting the licence for the proposed project it is the condition of this agreement that after execution of this contract, the OWNERS/or their nominees or their successors or assignees will not cancel or back out and/or withdraw from this agreement under any circumstances. In such eventuality the DEVELOPER besides its other rights will be entitled to get the said agreement fulfilled/enforced through competent Court of Law at the cost and risk of the OWNERS.
- 13. That sale proceeds from the project of the share of the developer may be utilised by the developer for payment of cost of construction, fees/charges/salaries to employees, engineers, architects, consultants, contractors etc. and for payment of statutory dues including external development charges, infrastructure. development charges, compounding fee etc; payment of office/establishment expenses and other expenditure incurred in implementation of the project and in complying with applicable policies for the time being in force.

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Page **13** of **19**

The OWNERS are aware of the fact that the "Deen Dayal Jan Awas Yojna" over the said land shall be set up in accordance with the DDJAY-Affordable Plotted Housing Policy, 2016 of State Govt. of Haryana.

- 14. That the aforesaid arrangement shall continue till the implementation of the project in all respects as per the time limit prescribed in "Deen Dayal Jan Awas Yojna".
- 15. That all rates, cesses and taxes due and payable in respect of the said land upto the date of this agreement shall be the exclusive liability of the Developer and after the completion of all the development etc. in this project the liability in this behalf shall be shared by the parties to the agreed in proportion mentioned earlier in this agreement.
- 16. That the OWNERS covenant with the DEVELOPER that they shall supply, provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning. Department, Haryana and/or such other authority(ies) concerned with the matter and further than the OWNERS shall also within a week of receipt of any request from the DEVEOPER sign and execute such other documents,



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letters etc. as may be necessary for the development, construction and completion of the said complex and for giving effect to the terms of this agreement.

- 17. That the OWNERS and DEVELOPER shall be responsible and liable in respect of income-tax and/or other statutory liabilities as far as respective sale proceeds of their respective share in the residential and commercial area from the project are concerned.
- 18. That the said land or any part thereof comprised in and the subject matter of this agreement declared to be belonging to the OWNERS are lost on account of any defect in the OWNERS title or any litigation initiated/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, the OWNERS shall be liable to pay the damages, losses, costs and expenses sustained by DEVELOPER and/or intending buyers of whole or part of the built/unbuilt areas, car parking etc. The OWNER expressly agree to keep the DEVELOPER and the intending buyers of whole or part of the built/unbuilt areas.



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DEVELOPER share of the built/unbuilt area, harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the DEVELOPER or the intending buyers may sustain or incur by reason of any defect in title of the OWNERS.

- 19. That 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 plots in the project.
- 20. That on execution of this agreement, the DEVELOPER shall be entitled to enter upon the entire said land, prepare the layout and service plans and development scheme for submission to the Town and Country Planning Department, Haryana and/or such other authority(ies) as may be concerned in the matter for

change of land use and obtaining of requisite licences permissions, sanctions and approvals for the development, construction and completion of the proposed project on the said land. The DEVELOPER shall be at liberty 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 an "Deen Dayal Jan Awas"



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Yojna" an affordable plotted colony, under the DDJAY-Affordable Plotted Housing Policy, 2016, wherein the public is free to book the areas/spaces in conformity with applicable policies for the time being in force and to have temporary site office in any part of the said land.

21. That notwithstanding the execution and registration of the attorney, once the stage so arrives, the OWNERS shall also execute and register the sale deed(s) or such other document(s) or instrument(s) in favour of the intending purchaser(s) of unit(s)/space(s) parking, etc. in respect of the units, floor space(s) etc. agreed to be sold to different intending purchaser(s) at the cost and expense of the said intending purchaser(s) and shall give the said intending purchaser(s) title and interest as may be permissible by present or future laws on the terms and conditions of this agreement. 22. That the common areas of the said project/development shall DIARD by professional maintenance company maintained be Parmod Kr. Tyag GURGAON appointed by the DEVELOPER for the period mutually decided

Regd. No. 6957 between the parties from the date of grant of occupation certificate pertaining to the above project.

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For GREEN CITY DEVELOPS

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- 23. 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 the applicable law exist for the time being and remaining provision of this agreement shall be remained valid and enforceable in accordance with their terms respectively.
- 24. That in case of any dispute arising out of the present agreement or relating to the project between the parties hereto shall be referred to the competent Court of Law at Rewari and the final decision therein in this regard shall be treated as final and binding upon the parties.

25. That all the costs, stamp charges, engrossing and registration of this agreement shall be borne by the DEVELOPER.

26. That both the parties shall duly comply with all the formalities in relation to the said project as required or as may GURGAON Regd. No. 6957 be required under RERA.

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OF GREEN CITY DEVELOPERS

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In witness whereof, the parties hereto have sighed this Collaboration Agreement in the day, month and year first

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mentioned above. Drafted by Mukesh Gupta, Advocate, Rewari.

(RAMPAL YADAV) (RAMESH KUMAR)

OWNER

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M/S GREEN-CITY DEVELOPERS THU. SH. JITENDER KUMAR DEVELOPER

2. Randhir Singh Nehra

E-201, Raheja Atharva,

Sector-109, GURUGRAM.

WITNESESS :

1. Man Singh Gupta Advocate, Rewari.

3. Ravinder Yadav, Advocate Former President, Distt. Bar Association, Rewari.

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For GREEN CITY DEVELOPERS

Partner

ATTESTED TO BE TRUE COPY PARMOD KUMAR TYAGI Advocate & Notary Public Gurgaon, Haryana (India) 24 DEC 2020

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