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# Indian-Non Judicial Stamp Haryana Government



Date: 09/11/2021

Certificate No.

G0I2021K3247



Stamp Duty Paid: ₹ 101

GRN No.

83904863



(Rs. Only)

Penalty: (Rs. Zero Only)

₹0

Deponent

Name:

Gls Infraprojects Pvt Itd

H.No/Floor 707

Sector/Ward: 15

Landmark: Jmd pacific square

City/Village Gurugram

District: Gurugram

State: Haryana

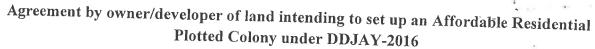
Phone:

81\*\*\*\*\*81

Purpose: AGREEMENT to be submitted at Gurugram or others

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## **DDJAY** FORM LC-IV (See rule 11)



This agreement made on the  $6^{++}$  day of - may, , 2021.

between

GLS Infraprojects Pvt, Ltd., Ved singh S/o Sh. Ran Singh, Balwan Singh S/o Tej Ram, Smt. Susila D/o Richpal, Jagjiwan S/o Richpal, Ashok Kumar S/o Richpal, Jagbir S/o Richpal in collaboration with M/s GLS Infraprojects Pvt. Ltd. a company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 having its registered office at 707, 7th Floor, JMD Pacific Square, Sector - 15, Part - II, Gurugram, Haryana -122001 (hereinafter called the "owner/developer") of the one part.

And

The Governor of Haryana, acting through the Director, Town and Country Planning, Haryana (hereinafter referred to as the "Director") of the other part.





Whereas the owner is in Annexure hereto for the purposes of converting into an Affordable Residential Plotted Colony under DDJAY-20 16.

And whereas under rule 11 of the Haryana Development and Regulations of Urban Area Rules, 1976 (hereinafter referred to as the said "Rules"), one of the conditions for the grant of license is that the owner/developer shall enter into an agreement with the Director for carrying out and completion of development works in accordance with the license finally granted for setting up an Affordable Residential Plotted Colony under DDJAY-2016 on the land measuring 8.0625 Acres falling in the revenue estate of Village Badsa, Sector - 9, Badsa, district Jhajjar, Haryana.

# NOW THIS DEED WITNESSETH AS FOLLOWS:

In consideration of the Director agreeing to grant license to the owner/developer to set up the said Affordable Residential Plotted Colony under DDJAY-2016 on the land mentioned in Annexure here to on the fulfillment of all the conditions laid down in rule 11 by the owner/developer, the owner/developer hereby convents as follows:

- 1. That the Owner/Developer shall abide by the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, the Haryana Development and Regulation of Urban Areas Rules, 1976, Haryana Apartment Ownership Act, 1983, Haryana Apartment Ownership Rules, 1987, Haryana Building Code 2017, as amended from time to time, and policies issued thereunder from time to time.
- 2. The Owner/Developer shall pay labour cess charges as per policy of Govt. dated 25.02.2010 or as issued from time to time.
- 3. That the Owner/Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of license to enable provision to site in licensed land Transformers/Switching Stations/Electric Sub-Stations as per norms prescribed by the power utility in the zoning plan of the project.
- 4. That the Owner/Developer shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HSVP and make their own arrangement for temporary disposable or give the requisite land. The Owner/Developer shall make arrangement for water supply, sewerage, drainage, etc. to the satisfaction of DGTCP till the services are made available from the external infrastructure to be laid by HSVP.
- 5. That the owner/Developer shall deposit 30% of the amount realized by him from the Plot/unit Holders from time to time within 10 days of its realization in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the Owner/Developers towards meeting the cost of internal development works of the colony.

Director Town & Country Planning

Haryana, Chandigarh



- 6. That the Owner/Developer shall pay the entire amount of EDC for sum of Rs. 94.003 lacs (Rupees Ninety Four Lakh Three Hundred Only) for the proposed Affordable Residential Plotted Colony under DDJAY-2016 colony. These charges shall be payable to Director, Town and Country Planning, Haryana, before grant of License.
- 7. That the Owner/Developer shall pay the EDC as per schedule date and time as and when demand by the DTCP, Haryana.
- 8. That in the event of increase in EDC rates, the colonizer shall pay the enhanced amount of EDC and the interest on installments from the date of grant of license and shall furnish an Bank Guarantee, if any, on the enhanced EDC rates.
- 9. In case the Owner/Developer asks for a completion certificate before the payment of EDC they would have to first deposit the entire balance of EDC and only thereafter the grant of completion certificate would be considered.
- 10. The unpaid amount of EDC will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment in installment on the date, an additional penal interest of 3% per annum (making the total payable interest @ 15% per annum) would be chargeable upto a period of three months and an additional three months with the permission of the Director.
- 11. In case HSVP executed External Development Works and completes the same before the final payment of EDC, the Director shall be empowered to call upon the Owner/Developer to pay the balance amount of EDC in the lump sum even before the completion of the licence period and the Owner/Developer shall be bound to make the payment within the period so specified.
- 12. The Owner/Developer shall arrange the electric connection from outside source for electrification of their said colony from the Haryana Vidhyut Parsaran Nigam. If the Owner/Developer fails to seek electric connection from HVPNL, then the Director shall recover the cost from the Owner/Developer and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said colony, shall be responsibility of the Owner/Developer, for which the Owner/Developer will be required to get the "electric (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. HVPNL/Uttar Haryana Vidhyut Parsaran/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said colony.
- 13. No third party rights shall be created without getting the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh.

- 14. The Owner/Developer Shall transfer 10% area of the licensed colony free of cost to the Government for provision of community facilities as per DDJAY policy dated 08.02.2016 as amended from time to time.
  - 15. That the Owner/Developer shall be individually as well as jointly responsible for the compliance of terms and conditions of the license and applicable legal provisions.
  - 16. That the Owner/Developer shall complete the Internal Development Works within validity of the grant of license.
  - 17. That the rates, schedule, terms and condition of EDC as mention above may be revised by the Director during the license period as and when necessary and the Owner/Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule, terms and conditions determined by him along with interest from date of grant of license.
  - 18. That the Owner/Developer shall permit the Director or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said colony and the Owner/Developer shall carry out all directions issued to him for insuring due compliance of the execution of the development works in accordance with the license granted.
  - 19. That without prejudice to anything contained in this agreement, all the provision contained in the Act and Rules shall be binding on the Owner/Developer.
  - 20. That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces of the said Affordable Residential Plotted Colony under DDJAY-2016 for the period of five years from the date of the issuance of completion certificate under rule 16 of the Rules, 1976, unless earlier relieved of this responsibility, upon which the owner/ developer shall transfer all such roads, open spaces, public health services free of cost to the Government or the local authority, as the case may be.
  - 21. Provided always and it is hereby agreed that if the Owner/Developer shall commit any breach of the terms and conditions of this Agreement or violate any provisions of the Acts and/or rules, then and in any such case, and notwithstanding the waiver or any previous cause or right, the Director, may cancel the license granted to the Owner/Developer.
  - 22. Upon cancellation of the License under clause 23 above, action shall be taken as provided in the Haryana Development and Regulations of Urban Areas Act, 1975 and the Haryana Development and Regulations of Urban Areas Rules 1976, as amended upto date, the Bank Guarantee in that event shall stand forfeited in favour of Director.
- 23. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.

Director
Town & Country Plannin



- **24.** The expressions "Owner/Developer" hereinabove used shall include his heirs, legal representatives and successors and permitted assignees.
- 25. After the layout and development works or part thereof in respect of the Affordable Residential Plotted Colony under DDJAY-2016 or part thereof have been completed by the owner in accordance with the approved plans and specifications and a completion certificate in respect thereof have been issued, the Director may, on an application in this behalf from the owner release the bank guarantee or part thereof, as the case may be, provided that Bank Guarantee equivalent to 1/5<sup>th</sup> amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony for a period of 5 years from the date of issue of the Completion Certificate under rule 16 or earlier in case the owners are relived of the responsibilities in this behalf by the Government.
- 26. That any other condition which the Director may think necessary in public interest can imposed.

IN WITNESS WHEREOF THE OWNER/DEVELOPER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

Witness:

1.

FOR GLS INFRPROJECTS PVT LTD

Pankaj Sharma At: 707, 7<sup>th</sup> Floor, JMD Pacific Square, Sector – 15, Part – II, Gurugram, Haryana.

AUTHORIZED SIGNATORY OWNER / DEVELOPER

2.

Ashish Drall At: 707, 7<sup>th</sup> Floor, JMD Pacific Square, Sector – 15, Part – II, Gurugram, Haryana.

DIRECTOR
TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH
FOR AND ON BEHALF OF THE
GOVERNOR OF HARYANA

Bond



## Indian-Non Judicial Stamp Haryana Government



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Deponent

Name:

Gls Infraprojects Pvt Itd

H.No/Floor 707

Sector/Ward: 15

Landmark Jmd pacific square

City/Village Gurugram

District: Gurugram

State : Haryana

Phone:

81\*\*\*\*\*81

Purpose: AGREEMENT to be submitted at Gurugram or others

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## FORM LC-IV-B

[See Rule 11(1)(h)]

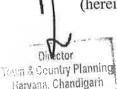
Bilateral Agreement by owner of land intending to set up a plotted colony under Deen Dayal Jan Awas Yojna-2016

This agreement made on the  $6^{+1}$  day of 902, 202

GLS Infraprojects Pvt. Ltd., Ved singh S/o Sh. Ran Singh, Balwan Singh S/o Tej Ram, Smt. Susila D/o Richpal, Jagjiwan S/o Richpal, Ashok Kumar S/o Richpal, Jagbir S/o Richpal in collaboration with M/s GLS Infraprojects Pvt. Ltd. a company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 having its registered office at 707, 7th Floor, JMD Pacific Square, Sector - 15, Part - II, Gurugram, Haryana -122001 (hereinafter called the "owner/developer") of the one part.

And

The Governor of Haryana, acting through the Director, Town and Country Planning, Haryana (hereinafter referred to as the "Director") of the other part.



Page 1 of 4

Whereas in addition to agreement executed in pursuance of the provisions of rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (herein after referred to as the "Rules") and the conditions laid down therein for grant of license, the owner shall enter into a bilateral agreement with the Director for carrying out and completion of the development works in accordance with the license finally granted for setting up an Affordable Residential Plotted Colony under DDJAY-2016 on the land measuring 8.0625 Acres falling in the revenue estate of Village Badsa, Sector - 9, Badsa, district Jhajjar, Haryana.

AND WHEREAS the bilateral agreement mutually agreed upon and executed between the parties shall be binding on the owner:-

### NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the Director General agreeing to grant license to the Owner/Developer to set up the said Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojna-2016 on the land mentioned in Annexure hereto and on the fulfillment of the conditions of this Bilateral Agreement, the Owner/Developer, their partners, legal representatives authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner/Developer. The Owner/Developer hereunder covenants as follows:-

- 1. That the Owner/Developer undertakes to pay proportionate External Development Charges ("EDC" as per rate, schedule, terms and conditions Annexed hereto. That the rates, schedule, terms and conditions of the EDC as mentioned in LC-IV may be revised by the Director during the license period as and when necessary and the Owner/Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule and terms and conditions determined by him along with the interest from the date of grant of license.
- 2. That the Owner/Developer shall ensure that the plots are sold/leased/transferred by them keeping in view the provisions of DDJAY-2016 Policy as amended from time to time, which shall be followed in letter & spirit.
- 3. The terms and condition of the policy parameters as prescribed under the Affordable Residential Plotted Colony under Deen Dayal Jan Awas Yojna-2016 Policy dated 08.02.2016 as amended from time to time and enclosed as Annexure-1 to this agreement shall forming integral part of this agreement and shall be read as part and parcel of this agreement.
- 4. The Owner/Developer will transfer 10% area of the licensed colony free of cost to the Government for provision of community facilities as per DDJAY policy dated 08.02.2016 as amended from time to time. This will give flexibility to the Director to workout the requirement of community infrastructure at sector level and accordingly make provisions. Since the area will be received in a compact block, it will help in optimal utilization of the area.

as & Country Planning

- 5. Clubbing of residential plots for approval of integrated zoning plan of two adjoining plots under same ownership shall not be permitted in the colonies approved under the DDJAY-2016 Policy dated 08.02.2016.
- 6. That all plots in the project shall be allotted strictly as per the DDJAY-2016 Policy as amended from time to time.
- 7. That Owner/Developer shall complete the project within 7 years (5+2 years) from the date of grant of license as per policy dated 08.02.2016.
- 8. That the Owner/Developer shall derive maximum net profit at the rate of 15% of the total project cost of the development of the above said Affordable Residential Plotted Colony under DDJAY-2016 after making provisions of the statutory taxes. In case, the net profit exceeds 15% after completion of the project period, the surplus amount shall be deposited within two months in the State Government Treasury by the Owner/Developer or they shall spend this money on further amenities/facilities in their colony for the benefit of the resident therein.
- 9. That the bank guarantee of the internal development works has been furnished on the interim rates for the development works and construction of the community buildings. The Owner/Developer shall submit the additional bank guarantee, if any, at the time of the approval of services plan/estimates according to the approved layout plans (this clause shall not be applicable in the cases, where 15% of saleable area is mortgaged on account of said bank guarantee as per DDJAY Policy dated 08.02.2016 as amended from time to time).
- 10. That any other condition which the Director may think necessary in public interest can be imposed.
- 11. That, the Owner/ Developer shall integrate its bank account in which 70% allottee receipts are credited under Section-4(2)(i)(d) of the Real Estate Regulation and Development Act, 2016 with the on-line application/ payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipts from each payment made by an allottee is automatically deducted and get credited to the EDC head in the State treasury.
- 12. That such 10% of the total receipts from each, payment made by an allotee, which is received by the Department shall get automatically credited, on the date of receipt in the Government treasury against EDC dues.
- 13. Such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/ developer.
- 14. The implementation of such mechanism shall, however, have no bearing on the EDC installment schedule conveyed tot het owner/ developer. The owner/ developer shall continue to supplement such automatic EDC deductions with payments from its own

ic vn & Country Planning Haryana, Chandigarh funds to ensure that the EDC installments that are due for payment get paid as per prescribed, schedule.

IN WITNESS WHEREOF THE OWNER/DEVELOPER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

Town & Country Planning Haryana, Chandigarh

Witness:

1.

FOR GLS INFRPROJECTS PVT LTD

Pankaj Sharma At: 707, 7<sup>th</sup> Floor, JMD Pacific Square, Sector – 15, Part – II, Gurugram, Haryana.

AUTHORIZED SIGNATORY OWNER / DEVELOPER

2

Ashish Drall At: 707, 7<sup>th</sup> Floor, JMD Pacific Square, Sector – 15, Part – II, Gurugram, Haryana. DIRECTOR
TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH
FOR AND ON BEHALF OF THE
GOVERNOR OF HARYANA



Bond



## **Indian-Non Judicial Stamp** Harvana Government



Date: 09/11/2021

Certificate No.

GRN No.

G0l2021K3228

Stamp Duty Paid: ₹ 101

(Rs Only)

Penalty:

₹ 0

Deponent

(Rs. Zero Only)

Name:

GIs Infraprojects Pvt Itd

H.No/Floor: 707

83904863

City/Village : Gurugram

Sector/Ward: 15

Landmark : Jmd pacific square

District: Gurugram

State : Haryana

Phone:

81\*\*\*\*\*81



Purpose: UNDERTAKING to be submitted at Gurugram or others

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#### **UNDERTAKING**

We, GLS Infraprojects Pvt. Ltd., Ved Singh S/o Sh. Ran Singh, Balwan Singh S/o Tej Ram, Smt. Susila D/o Richpal, Jagjiwan S/o Richpal, Ashok Kumar S/o Richpal, Jagbir S/o Richpal in collaboration with M/s GLS Infraprojects Pvt. Ltd. (hereinafter referred to as "Owner / Colonizer") having its registered office at 707, 7th Floor, JMD Pacific Square, Sector – 15, Part – II, Gurugram, Haryana – 122001 to whom LOI vide Memo No. LC-4551-JE (MK) 2021/28249 dated 08-11-2021 for setting up of Affordable Residential Plotted Colony under DDJAY-2016 over an area measuring 8.0625 acres situated in revenue estate of Village Badsa. Sector - 9, Badsa, District Jhajjar, Haryana through it's Director namely Sh. Suninder Sneh authorised vide board resolution dated 2<sup>nd</sup> April 2021 do hereby undertake as under:-

a) That the area falling within alignment of sector dividing road and green belt, if any forms part of licensed area shall be transferred free of cost to the Government.

b) That we shall construct portion of service road, internal circulation roads, forming the part of site area at our own cost and shall transfer the same free of cost to the Govt. u/s 3(3) (a) (iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.





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- c) That we shall maintain and upkeep of all roads, open spaces, public park and public health services for a period of five years from the date of issue of the completion certificate unless earlier relieved of this responsibility and thereupon to transfer all such roads, open spaces, public parks and public health services free of cost to the govt. or the local authority, as the case may be, in accordance with provisions of section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
- d) That we shall integrate the services with Haryana Shehri Vikas Pradhikaran services as and when made available.
- e) That we have not submitted any other application for grant of license for development of the said land or part thereof for any purpose under the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 or any application seeking permission for change of land use under the provision of the Punjab Scheduled Roads and Controlled Area Restriction of Unregulated Development Act, 1963.
- f) That we shall transfer 10% area of the licenced colony free of cost to the Government for provision of community facilities. This will give flexibility to the Director to work out the requirement of community infrastructure at sector level and accordingly make provisions. The said area will be earmarked on the layout plan to be approved alongwith the license.
- g) That we understand that the development/construction cost of 24/18 m major internal road is not included in the EDC rates and we shall pay the proportionate cost for acquisition of land, if any, alongwith the construction cost of 24/18 m wide major internal road as and when finalized and demanded by the Department.
- h) That we shall obtain NOC / clearance as per provisions of notification dated 14.09.06 stued by Ministry of Environment & Forest, Govt. of India, if applicable before execution of development works at site.
- i) That we shall make own arrangements for water supply, sewerage, drainage etc. to the satisfaction of DTCP till these services are made available and the same is made functional from External Infrastructure to be laid by Haryana Urban Development Authority or any other execution agency.
- j) That we shall obtain clearance from competent authority, if required under Punjab Land Preservation Act, 1900 and any other clearance required under any other law.
- k) That the rain water harvesting system shall be provided as per Central Ground Water Authority Norms/Haryana Goyt, notification as applicable.

Mahender S. Punia GURUGRAM Regn. No. 3999

OFIN

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- 1) That we shall use only LED fitting for internal lighting as well as campus lighting.
- m) That we shall convey the 'Ultimate Power Load Requirement' of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of license to enable provision of site in licensed land for Transformers/Switching Stations/ Electric Sub Stations as per the norms prescribed by the power utility in the zoning plan of the project.
- n) That it will be made clear at the time of booking of plots / commercial space that specified rates include or do not include EDC. In case of not inclusion of EDC in the booking rates, then it may be specified that same are to be charged separately as per rate fixed by the Govt. We shall also provide detail of calculation of EDC per Sqm/per sft. to the Allottees while raising such demand from the plot owners.
- o) That we shall keep pace of development atleast in accordance with sale agreement executed with the buyers of the plots as and when scheme is launched.
- p) That we shall arrange power connection from UHBVNL / DHBVNL for electrification of the colony and shall install the electricity distribution infrastructure as per the peak load requirement of the colony for which licencee shall get the electrical (distribution) service plan / estimates approved from the agency responsible for installation of external electric services i.e. UHBVNL / DHBVNL and complete the same before obtaining completion certificate for the colony.
- q) That we shall complete the project within seven years (5+2 years) from date of grant of license as per clause 1(ii) of the policy notified on 01.04.2016.
- r) That no clubbing of residential plots for approval of integrated zoning plan of two adjoining plots under same ownership shall be permitted.
- s) That we shall pay the labour cess as per policy instruction issued by Haryana Government vide Memo No. Misc. 2057-5/25/2008/2TCP dated 25.02.2010.
- t) That we shall submit compliance of Rule 24, 26, 27 & 28 of rules 1976 & Section 5 of Haryana Development and Regulation of Urban Areas Act, 1975, we shall inform account number & full particular of the Scheduled Bank wherein we have to deposit 70% of the amount received from the plot holders for meeting the cost of Internal Development Works in the colony.

u) That no further sale has taken place after submitting application for grant of license.



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- v) That we shall not give any advertisement for sale of plots / commercial area before the approval of layout plan.
- w) That no provision of the Haryana Ceiling on Land Holding Act, 1972 has been violated due to purchase of applied land.
- x) That the revenue rasta, if any, passing through the site shall not be encroached upon and shall be kept free from all hindrances for easy movement of general public.
- y) That we shall be abide by the terms and conditions of policy dated 08.02.2016 (DDJAY) and other direction given by the Director time to time to execute the project.
- z) That we shall permit the Director or any other officer authorized by him, to inspect the execution of the layout and the development works in the colony and to carry out all directions issued by him for ensuring due compliance of the execution of the layout and development works in accordance with the license granted.
- aa) That the licensee shall obey all the directions / restrictions imposed by the Department from time to time in public interest.
- bb) That we shall execute the developments works as per Environment Clearance and comply with provisions of Environment Protection Act, 1986, Air (Prevention and Control of Pollution of Act, 1981) and Water (Prevention and Control of Pollution of 1974). In case of any violation of the provisions of said statues, applicant shall be liable for penal action by Haryana State Pollution Control Board or any other Authority Administering the said Acts.
- cc) That we shall follow the provisions of the Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder shall be followed by the applicant in letter and spirit.

Mahender S. Punia GURUGRAM Regn. Nc. 3999

Date: 15.11.2021

Place: Gurugram

**EXECUTANT** 

ATTESTED

MAHENDER S. PUNIA, ADVOCATE & NOTARY Distt. Gurugram (Haryana) India

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