

नकत दस्तावेज नं 2023 वैनांक प्रशासि नं प्राप्त लफ है।

Joint Sub Registrar ROHTAK B 2815113

मिन्ते देश भी वर्ष क्षेत्र देश वर्ष Ar 438

AND VELDER.
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# **COLLABORATION AGREEMENT**

THIS AGREEMENT OF COLLABORATION is made and executed at Rohtak on this 28<sup>th</sup> day of May, 2013

### Between

- M/s Kashish Buildtech Pvt. Ltd. D-8B, Gali No. 19, Madhu Vihar, New Delhi.
- M/s Shikhar Land Buildcon Pvt. Ltd. 111 Milestone, Near Bad Ke Balaji Bus Stand, Jaipur Ajmer Expressway, Jaipur-302026.
- M/s Kamini Builders & Promoters Pvt. Ltd. Cyber Tower,
   Second Floor, T.C. 34/V-2, Vibhuti Khand, Gomti Nagar,
   Lucknow-226010.

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प्रलेख नः 2023

दिनाँक 28/05/2013

डोड सबंधी विवरण

डीड का नाम AGREEMENT

तहसील/सब-तहसील रोहतक

गांव/शहर सुनारी कलां (Sunari Kalan)

भवन का विवरण

सबंधी विवरण

राशि 0.00 रुपये

स्टान्न की राशि 100.00 रुपये

कुल स्टाम्प डयूटी की राशि 100.00 रुपये रजिस्ट्रेशन फीस की राशि 100.00 रुपये

पेस्टिंग शुल्क 3.00 रुपये

रूपये

Drafted By: तम्बारी

यह प्रलंख आज दिनौंक 28/05/2013 दिन मंगलवार समय 4:45:00PM बजे श्री/श्रीमती/कुमारी M/s क्सीश विल्डटेक प्रा0 पुंचे सुन्नार्थक्ता प्रिमाती कुमारी निवासी D88 गली 19 मधु विहार दिल्ली द्वारा पैजीकरण हेतु प्रस्तुत किया गया।

ं 🔌 । व अजीक बिल्डर्टक प्रांग लिए हारा अनिल गुप्ता, M/s शिखर सैड बिल्डर्टक प्रांग लिए हारा अनिल गुप्ता, M/s कमीनी बिल्ड & प्रोंग प्रांग लिए हारा ऑनल गुप्ता

इस्तेकत प्रथम पक्ष व श्री/श्रीमती/कुमारी M/s अमिक्सलि0 हारा हेमल के दिलीय पक्ष हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनो पक्षी ाः माहाकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि दितीय प्रा ने मेरे समक्ष प्रथम पक्ष अंश की तथा प्रलेख मे वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

की महत्त्वान श्री/श्रीमतौ/कुमारी धर्मबीर नम्बरदार पुत्र/पुत्री/पत्नी श्री/श्रीमतो/कुमारी निवासी सुनारी कला

्रीम्तो/कुमारी नवपाल पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी गणेशीराम निवासी लाउ

ः को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः2 की पहचान करता है।

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all Companies duly incorporated under the provisions of Companies Act, 1956 and have executed this agreement through their authorized signatory Mr. Anii Gupta, who has been authorized by resolutions passed by the respective Board of Directors Dated 28.05.2013 (hereinafter called "THE OWNERS" which expression shall, unless repugnant or opposed to the context hereof, includes their respective heirs, legal representatives, administrators, executors and assigns) of the First Part.

#### And

M/s Omaxe Ltd., a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at 7, Local Shopping Complex, Kalkaji, New-Delhi 110019, through its Authorized Signatory Shri Hament Jain S/o Ratan Lal Jain, who has been authorized by resolution passed by the Board of Directors Dated 24.05.2013 (hereinafter called "THE BUILDER" which expression shall, unless repugnant or opposed to the context hereof, includes its successors in interest, liquidators and assigns) of the Second Part.

WHEREAS the Owners are in possession of and otherwise well and sufficiently entitled to all that pieces and parcels of agricultural land measuring 430 kanal 08 maria i.e. 53.80 acres as detailed in schedule of land annexed with this agreement as Annexure-A, situated at Villages Mayna, Sunari Kalan, and Sunari Khurd, Tehsil Rohtak, Distt. Rohtak, Haryana (hereinafter referred to as the "Said Land").

AND WHEREAS the Owners contemplates to develop the said Land by setting up a Residential Plotted/Group Housing/Commercial Colony projects after obtaining the requisite licenses, approvals, permissions etc. from the concerned authorities and getting the plans sanctioned/approved from the Competent Authorities.

AND WHEREAS the Owners are not fully equipped to execute and complete the work of development and construction on the said land of its own, therefore, requested the Builder who is already engaged in the development and construction of a Residential Plotted/Group Housing/Commercial Colony Project called "Omaxe City" on its land situated at Garhi Bohar, Tehsil Rohtak, Distt. Rohtak, Haryana and the Owners also knows that the builder is well reputed and experienced in

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this line of business and is in a position to obtain necessary permissions for change of land use, licenses etc. and is competent to collaborate with the Owners for development of said land.

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AND WHEREAS upon request and representation of the Owners, the Builder has agreed to undertake the execution and completion of the said Residential Plotted/Group Housing/Commercial Colony Project on the said land i.e. 430 kanal 08 marla i.e. 53.80 acres after obtaining the requisite permissions for change of land use, licenses etc. (hereinafter referred to as the "said Project").

NOW THESE PRESENTS WITNESS and it is hereby agreed, declared and covenanted and recorded by and between the parties as under: -

- That the subject matter of this Collaboration Agreement between the Owners and the Builder is Said Land 430 kanal 08 maria i.e. 53.80 acres situated at Villages Mayna, Sunari Kalan, and Sunari Khurd, Tehsil Rohtak, Distt. Rohtak, Haryana (hereinafter referred to as the "Said Land") for utilizing the same for development and construction of the said Project.
- 2. That the Builder undertakes to develop the Said Land at its own cost and expenses and with its own resources after procuring/obtaining the requisite licenses, permissions, sanctions and approvals from all Competent Authorities and thereafter to develop and construct the Said Land. The Owner agrees in accordance with the terms and conditions herein recorded, to place at the complete disposal of the Builder, the said land and to irrevocably vest in the Builder all the authority of the Owners as may be necessary in the discretion of the Builder for obtaining the requisite licenses, permissions, sanctions and approvals for development, construction and completion of the said Project thereon. All expenses involved in and for obtaining licenses, tax clearances, permissions, or sanctions from the concerned authorities shall be incurred and paid by the Builder.
- 3. That the building plans for the said Project shall be in accordance and conformity with the Zonal Plans and the rules and bye-laws of the Town & Country Planning Department, Haryana, and/or such other Authority as may be prescribed thereof. The said building plans for the Said Project shall be filed for permission to

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- 4. That the Builder shall, at the earliest possible time in consultation with the Owners, proceed to have suitable design, model and / or plans prepared for the proposed said Project and get the same approved / sanctioned from the Competent Authority(s). For this purpose the Builder, undertakes to engage and employ reputed Architect(s) at its own cost, expenses and responsibilities. The Builder shall, for and on behalf of and in the name of the Owners, apply to the Town & Country Planning Department, Haryana and / or such other Authorities as may be concerned with the matter for obtaining the requisite licenses, permissions, sanctions, and approvals for the development and construction of the said Project on the said land in accordance with the applicable Zonal Plans. However, the Builder shall be entitled to make and the Owners agree to such variations in the design of the plans as may be required or considered by the Builder desirable or necessary for optimum utilizations of the said land.
- 5. That the entire amount required for the cost of development and construction of the said Project including the charges and fees of the Architect(s), preparation of plans as also all other statutory fees and charges incidentals including Scrutiny Fees, License Conversion Charges, Internal/External/Infrastructure Development Charges, Electricity and Water Security Charges, any type of renewal charges, payable now or in future to the Government and/or any other Authority for the provision of peripheral or external services to the sald land/said Project, provision of fire-fighting equipment arrangements, as may be prescribed by the concerned Authority, shall be wholly to the account of the Builder. The said project to be constructed by the Builder shall be of first class construction and the specification and material employed and the facilities provided shall not be inferior to those used, employed or provided in any other such Project constructed in the vicinity. If the Owners decides to change the quality and specifications of Items involved in their share of built/un-built areas of the said Project, then the differences in cost of these items shall be borne by the Owners.

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6. a) In consideration of the Said Land, the Owners shall be entitled to possess the developed area of developed residential plotted area or in case of group housing developed built up area in the said project as per their share of land in the following manner:-

Name of Owner	Residential Plotted	Built-up	
	Area(In Sq. yards)	Area(In sq.ft.)	
Kashish Buildtech	10000		
Shikhar Land Build		1000	
Kamini Builders &		1000	
Promoters Pvt. Ltd	d. 500	1000	

- b) The Owners shall have a right to book / sell its share of allocation as per its own discretion and/or with mutual consent of Builder.
- That the Owners has delivered and handed over the actual, physical, vacant, possession of the said land to the Builder on execution of this Agreement.
- 8. That the Builder undertakes to start the development and construction work after obtaining all requisite licenses, permissions approvals etc. including sanctioned building plans and complete the construction of the said Project within 36 months thereof or such extended period as may be mutually agreed between the parties. If the non-completion of the said Project is the result of earthquake, lightening or any order or notification of the Government which prevents the progress of the construction or by reason of non-availability of steel and/or cement or other building materials or dispute with construction agency or slow down, strike, lock out, civil commotion or by reason of war or enemy action or act of God or for any reason beyond the control of the Builder, the Builder shall be entitled to a reasonable extension of time for completing the said Project. On happening of such eventuality, the Builder shall make a formal request for extension of time to the Owners and get their approval/sanction in writing thereto (which shall not be unreasonably withheld by the Owners).
  - a) That the time for completion of the said Project as stated in Clause 8 above is the essence of this contract. If the

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built-up/un-built up areas, any units or spaces as detailed above in the said Project to be put up on the said land to such person(s) as they deem fit provided that they shall not make any transfer contrary to the rules prescribed by the Town & Country Planning Department, Haryana or any other Authority concerned. The parties further agree and undertake to keep the other party harmless and indemnified against all claims and demands resulting there from.

- 11. That all rates, cesses and taxes due and payable in respect of the said land shall be the exclusive liability of the Builder.
- 12. That the Owners covenants with the Builder that it shall supply and provide all documentary evidence as may be required to be submitted to the Town & Country Planning Department, Haryana and/or such other Authority concerned with the matter and further that the Owners shall also, within a week of receipt of any request from the Builder, sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said Project and for giving effect to the terms of this Agreement. However, no documents shall be signed and executed by the Owners, which will adversely affect their Ownership rights in the said land.
- 13. That the Owners simultaneously undertake to constitute the Builder and/or its Authorized Signatory Shri. Sandeep Mangla S/o Late Sh. Shiv Darshan Mangla, as their attorney by a separate document for submitting applications to the various authorities, permissions, approvals, sanctions, requisitions, licenses, allotment of building material, allotment of other materials and all other matters statutorily required to be done and performed connection with the development, construction and completion of the said Project and for booking, allotment and sale of share of Builder's Allocation therein and for all purposes mentioned in the draft of Power of Attorney approved by the parties hereto till the duration and full implementation of this Agreement in all respects. However, the Builder undertakes in its capacity as a Builder in terms of this Agreement and as attorney for the Owners not to do or cause to be done any act, omission or thing which may in any manner contravene any

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Builder shall in any manner neglect or fail to carry on and complete the work of construction within the period of 36 months from the date of start of construction or such extended period as may be mutually agreed, then and in any such case, the Owners shall without avoiding the contract, be entitled to get the work completed at the risk and cost of the Builder and upon completion, to receive payment of the expenses incurred by the Owners in completing the said Project. Save as aforesaid, the shares/entitlements of the parties hereto in the built/unbuilt plotted areas of the said Project mentioned in this Agreement shall remain the same and effective. The Building(s) will be treated as complete when the structure, flooring, doors and windows are complete and paint and polish work is also completed and the Occupancy certificate in respect thereof has been granted by the Competent Authority.

- (b) That since considerable expenditure, efforts & expertise are involved in getting the land use changed and obtain the licenses for the said Project, it is the condition of this Agreement that after obtaining the licenses and the required permissions from the concerned authorities for the said Project, the Owners or its nominee(s) or legal heirs will not cancel or back-out from this Agreement under any circumstances. In such eventuality, the Builder besides its other rights will be entitled to get this Agreement fulfilled/enforced through a suit for specific performance at the cost and risk of the Owners.
- (c) That it is agreed between the parties that the Builder may, if deem fit and proper, transfer and assign the rights in the licenses etc. granted by the competent Authorities to develop and construct the said Project on the said land to a third party for such price and on such terms and conditions as the Builder may in consultation with the Owners decide.
- 10. That the parties have further agreed that they shall be entitled to retain or let out or transfer or book for sale or enter into Agreement for sale or sell out their respective shares, if any, the

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Rules, Laws or Regulations or which may amount to misuse of any terms hereto or breach of any other provisions of law. In case of non-performance or non-observance of any such Rules, Regulations, Law or condition, the entire liability in this behalf shall be incurred and discharged by the Builder and further more the Builder undertakes to keep the Owners harmiess and indemnified against all such claims and demands resulting from such non-performance and non-observance of Rules, Regulations and Laws in terms of this clause.

- 14. That the Builder shall be solely responsible and liable for payment of all dues to its workers/employees and statutory compliance of labor laws, rules and regulations as are in force or may be introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare, cess etc. and/or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party. All claims and demands during construction shall be settled and cleared by the Builder and no liability on this account shall fall on the Owners.
- 15. That the Builder shall be entitled to get the refund of all fees, security deposits and other charges of whatsoever nature deposited by the Builder with various statutory authorities for seeking various approvals etc. for the said Project. The Owners undertake that within 30 days of the receipt of any such refund referred to herein above, they shall pass on the same to the Builder and any delay by the Owners in passing on the refund to the Builder in this regard shall entail interest at the rate of 12% per annum.
- 16. That it is an integral and essential term of this Agreement that the said Project shall be named by the Builder.
- 17. That the Owners have declared and represented to the Builder that except for the funds arranged by it for procurement of the said Land in its own name, the said land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupation and claims whatsoever and that the Owners shall keep the said land free from all encumbrances till the duration and full implementation of this

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Agreement in all respects and the Builder have entered into this Agreement relying/acting upon these declarations and representations/undertaking of the Owners. Further, the Owners hereby declare that they have neither entered into any other prior agreement/arrangement with respect to the said Land for its development nor shall they enter into any such agreement/arrangement in future in respect thereof.

- 18. That in case the said land or any part thereof comprised in and subject matter of this Agreement declared to be belonging to the Owners, is lost on account of any defect in the Owner's 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 cause or causes whatsoever including relating to any outstanding(s), claim(s), tax(s) etc., on the Owners, the Owners shall be liable for the damages, losses, costs and expenses sustained by the Builder and/or intending buyers of whole or part of Builder's share of the built areas, car parking etc. In the said Project and at the discretion of the builder, the same shall be recovered or adjusted from the Owner's share of allocation.
  - 19. That if there be any claim, demand, dues, tax litigation of any nature whatsoever against the Owners, then it is a condition of this Agreement that the work of development and/or completion of the said Project and/or any other matter incidental to this Agreement shall not at any time or during construction or after the completion or on handing over possession to the intending purchasers, be stopped, prevented, obstructed or delayed in any manner whatsoever except in the cases of compliances of any Court orders. It is agreed that such claims, outstanding demands, litigation, and/or courts decree shall only be met and satisfied out of Owner's share of the said Project and/or sale proceeds thereof.
    - 20. That the Owners undertake to execute all documents/agreements of assurances that may be necessary to be given and vouch safe to the allottees of the built up and/or un-built up areas of the said Project at the cost and expenses of the said allottee(s). This obligation must be discharged by the Owners through the Builder by appointing the Builder or its nominee(s) as their Attorney.

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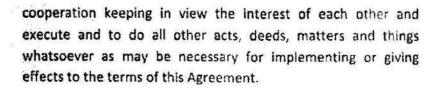
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- 21. That the Owners shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said Project and/or booking and sale of Builder's share of built or un-built areas of the said Project. However, if any defect is pointed out in the construction while the works is in progress by the Owners, the same will be removed and rectified by the Builder.
- 22. That on execution of this Agreement, the Builder shall be entitled to enter upon the said land, survey the same, prepare the layout and service plans and development scheme for submission to the Town & 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 licenses, permissions, sanctions and approvals for development, construction and completion of the said Project on the said land; to put up its sign boards at the premises with the legend that the said Project to be constructed as above is a Group Housing/ Plotted /Commercial Complex wherein the public is free to book the areas/spaces in conformity with the plans sanctioned by the Competent Authority and to have site office. It is specifically agreed and understood that the permission and authority granted by the Owners to the Builder under this Clause, does not empower the Builder to start and carryout any construction work on the said land until license and other necessary approvals, sanctions etc. are granted by the Competent Authority(s) as contemplated herein.
- 23. That it is agreed between the parties that the possession of the said land once delivered/handed over to the Builder for the purpose of the above mentioned said Project shall not be disturbed and they shall not be dispossessed there from.
- 24. That this Agreement is not and shall not, however, be deemed to be constructed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except specifically recorded herein.
- 25. That the parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual

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- 26. That this Agreement shall always be deemed to be subject to the usual force major clause.
- 27. That the Owners shall be fully responsible, liable and bound to execute and register the requisite sale deed(s)/conveyance deed(s) etc. or such other document(s), or instrument(s) in favour of builder or its nominee(s) for the entire said land and part thereof and/or in favour of the intending purchaser(s) of unit(s)/ floor(s)/space(s)/ car parking etc. in respect of the unit(s), floor, space(s) etc. agreed to be sold to different intending purchaser(s) by the Builder at the cost and expense of the said intending Purchaser(s) and shall transfer the perfect title to the builder or its nominee(s) or to the said intending purchaser(s) as the case may be and present themselves personally or through their attorney before the concerned office of Registrar for registration of such requisite documents as and when demanded or requested by the builder upon fulfillment of all commitments made hereto and/or upon compliance of all obligations by the builder as set out under this agreement.
- 28. That the parties hereto have agreed and undertaken to pay their separate tax and other liabilities punctually and indemnify the other party and the said land including the constructions made thereon within the said Project against any attachment, seizures or sale thereof.
- 29. That this Agreement merges and supersedes all prior discussions and correspondence between the parties and contains the entire Agreement between them. No changes or alterations to this Agreement shall be done without the written consent of the parties hereto.
- 30. That the Parties hereto shall not assign, transfer, charge or encumber in any manner this Agreement or his/their/its rights and benefits under this Agreement to any person without the prior written approval of the other party.

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- 31. That the Allotment Letters will be issued to the prospective allottees after sanctions of Layout Plans from the Director General, Town & Country Planning, Haryana/HUDA and other concerned Authorities as mutually agreed between the parties.
- 32. That in pursuance of the due performance of the obligations and parties hereto duly performing and observing all the covenants herein contained, this Agreement shall not be revoked or cancelled, and shall be binding on both the parties and their heirs, successors, administrators, liquidators and assigns.
- 33. That the failures of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision.
- 34. That if the said Project is abandoned, neglected or otherwise fails due to breach of contract and default on the part of the Builder, then the Builder undertake to keep the Owners harmless and indemnified against all claims, demands, damages and losses.
- 35. That if any provision of this Agreement shall be determined to be void or unenforceable under any applicable laws, such provision 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 laws and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
- 36. The Parties hereto agree that if any dispute and /or difference arise between the parties in respect of the present Collaboration Agreement, the same shall be settled through arbitration by the sole arbitrator namely Sh. Sunil Goel, Joint Managing Director, M/s Omaxe Limited. It is also agreed between the parties that the arbitration proceedings shall be in accordance of The Arbitration and Conciliation Act, 1996. The award so made by the sole arbitrator shall be final and binding on the parties. It is agreed between the parties that the arbitration proceedings shall be conducted in Delhi only. The Punjab and Haryana High Court at Chandigarh, and Courts of District at Rohtak alone shall

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have Jurisdiction in all matters arising out of, touching and/o concerning this transaction.

37. That all costs of stamping, engrossing and registration of this Agreement shall be borne by the Builder.

IN FAITH AND TESTIMONY, the parties have set their hands to this Agreement at Bahadurgarh on the day, month and year mentioned above in the presence of witnesses.

## WITNESSES:

For M/s Kashish Buildtech Pvt. Ltd M/s Shikhar Land Buildcon Pvt. Ltd M/s Kamini Builders & Promoters Pvt. Ltd

1. To M M/s SI HUMIC Sto Shi Stot Strin M/s Kamini E Will. Lath Feb. Crohama District (Haryana)

**Authorized signatory** .....OWNERS

2 who were

For M/s Omake Ltd.,

(Hament Jain) **Authorized Signatory** .....BUILDER

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1	DETAILS OF LAND AT VILLAGES		AN	NEXURE-A	
	TEHSIL - Rohtak,	DIST. Roht	ak (HARYANA)		
	M/s	Kashish Built	itech Pvt. Ltd.		
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Joint Sub Registrar ROHTAK B

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Reg. Year

Book No.

2023

2013-2014

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प्रथम पक्ष



दितीय पक्ष



गवाह

प्रथम पस

M/s करोश बिल्डदेक प्रा0 लिए द्वारा अनिल गुप्ता

रा अनिल गुप्त M/s फ़िसर लेड बिग्डीक क्रे0 सि0 इसा अस्ति M/s कम्मीनी बिल्ड के प्रो0 प्रा0 सि0 हारा अनिल गुप्ता

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Mis अभिक्स लिए हाथ हेमना केन्

स्थार 1:- धर्मवीर नम्बरदार,

गबाह 2:- अयपाल

संयुक्त सर्ब रजिस्ट्रार रोहतक

## प्रमाणे-पश्च

प्रमाणित किया जाता है कि यह प्रलेख कमांक 2,023 आज दिनांक 28/05/2013 को बही नः 1 जिल्द नः 2 कं पृष्ठ नः 108 पर पँजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त वही सख्या 1 जिल्द नः 43 के पृष्ठ सख्या 27 से 28 पर जिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और एवाहां ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है।

दिनौंक 28/05/2013

व्य **संयुक्त पर्सर्थ** अक्रिस्ट्रार वेहतक रोहतक

Joint Sab Registrar
ROHTAK B
23-5-13