

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर द्वितीय गौतम बुद्ध नगर क्रम 2023147007169

आवेदन संख्या : 202300743020172

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2023-03-28 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम रन सिंह शेखावत

लेख का प्रकार पट्टाधिकार का अंतरण /

प्रतिफल की धनराशि 1648035000 / 1648035000.00

1. रजिस्ट्रीकरण शुल्क 16480350
2. प्रतिलिपिकरण शुल्क 80
3. निरीक्षण या तलाश शुल्क
4. मुफ्तार के अधिप्रमाणीकरण लिए शुल्क
5. कमीशन शुल्क
6. विविध
7. यात्रिक भत्ता

1 से 6 तक का योग 16480430

शुल्क बसूल करने का दिनांक 2023-03-28 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2023-03-28 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Q SUB-REGISTRATION
NOIDA (G.B. No.)



INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp



Certificate No. : IN-UP70656300512312V
Certificate Issued Date : 27-Mar-2023 03:49 PM
Account Reference : NEWIMPACC (SV)/ up14042704/ GAUTAMBUDDH NAGAR 2/ UP-GBN
Unique Doc. Reference : SUBIN-UPUP1404270434787093794605V
Purchased by : GULSHAN HOMES AND INFRASTRUCTURES PVT LTD
Description of Document : Article 63 Transfer of Lease
Property Description : MASTER PLAN COMMERCIAL PLOT NO.C3-D,AREA-2.56,ACRES,JAYPEE WISH TOWN,SEC-129 NOIDA,DISTT-G B NAGAR
Consideration Price (Rs.) :
First Party : JAIPRAKASH ASSOCIATES LIMITED
Second Party : GULSHAN HOMES AND INFRASTRUCTURES PVT LTD
Stamp Duty Paid By : GULSHAN HOMES AND INFRASTRUCTURES PVT LTD
Stamp Duty Amount(Rs.) : 8,24,01,750
 (Eight Crore Twenty Four Lakh One Thousand Seven Hundred And Fifty only)



Please write or type below on this line



Gulshan Homes & Infrastructure (P) Ltd.

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RD 0002143127

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



0005143151



TRANSFER DEED OF LEASE HOLD RIGHTS

IN RESPECT OF COMMERCIAL LEASE HOLD VACANT plot of land for development of master plan commercial area bearing plot no. C3-D admeasuring 10,365 Sq. Mts. (approx. 2.56 acres), situated in Jaypee Greens Wish Town, Sector-129, NOIDA, District Gautam Budh Nagar, Uttar Pradesh.

TOTAL SALE CONSIDERATION	:	Rs. 1,07,50,00,000/-
CIRCLE RATE	:	Rs 1,59,000/- per Sq. Mts.
VALUE AS PER CIRCLE RATE	:	Rs. 1,64,80,35,000/-
STAMP DUTY ON THIS DEED	:	Rs. 2,44,51,430
AMOUNT PAID	:	Rs. 8,24,01,750/-
PLOT AREA	:	10,365 Sq. Mts.

The Market Value is calculated according to Format-4 (1), Part- 2 of Circle Rate List dated 08.08.2019, mentioned on page no. 22

Software V-Code: 0137

THIS TRANSFER DEED OF LEASE HOLD RIGHTS ("Deed") is made and executed at Noida, on this 28th day of March, 2023;

BETWEEN

JAIPRAKASH ASSOCIATES LIMITED (having PAN: AABCB1562A), a Company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at Sector – 128, Noida – 201304, U.P. (hereinafter called **"TRANSFEROR"** or **"JAL"**), which expression or term shall, unless excluded by or



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repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives, acting through its authorized Signatory Mr. Navneet Kumar Saxena S/o Mr. Umesh Chandra Saxena, duly authorized vide power of attorney executed by JAL dated 01.11.2021 to execute this deed on behalf of the JAL, of the **FIRST PART**;

AND

GULSHAN HOMES AND INFRASTRUCTURES PVT. LTD., [PAN- AADCT7050K] a Company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at Flat No.-7, 3rd Floor, Plot No.-4, Dayanand Vihar, Delhi - 110092 India (hereinafter called "**TRANSFEEEE**"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives acting through its Authorized Signatory Mr. Ran Singh Shekhawat S/o Mr. Bihari Singh Shekhawat who has been duly authorized by the Board of Directors vide Board meeting/ resolution dated 31.05.2022 to execute this Sub Lease Deed on behalf of the **Transferee**, of the **SECOND PART**.

The **Transferor** and the **Transferee** are hereinafter collectively referred to as the "**Parties**" and individually as "**Party**".

WHEREAS the **Transferor** represented and assured to the **Transferee** that the **Transferor** is lawful actual and absolute leasehold right owner, sub-lessee and in possession of leased hold master plan commercial plot bearing plot no. **C3-D** admeasuring **10,365.0 Square Meters (approx. 2.56 Acres)** situated in **Jaypee Greens Wish Town, Sector- 129, Noida, District Gautam Budh Nagar, Uttar Pradesh** (more particularly shown in "**Annexure A**" attached herewith) (hereinafter referred to as "the said **Plot**"), duly sub-leased by **JAYPEE INFRATECH LIMITED**.

AND WHEREAS the Sub-Lease Deed of the said **Plot** has been executed by **JAYPEE INFRATECH LIMITED** (hereinafter referred to as "**JIL**") as Sub-Lessor in favour of **Jaiprakash Associates Limited** as Sub-Lessee (the Transferor herein), duly registered as Document No.1952, Pages 339 to 398, Book No. 1, Volume No. 11790, in the office of Sub-Registrar-I,



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पट्टाधिकार का अंतरण / विक्रय पत्र

बही सं०: 1

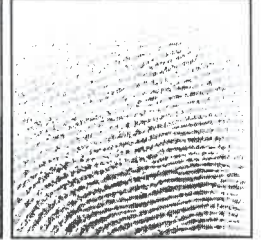
रजिस्ट्रेशन सं०: 1815

वर्ष: 2023

प्रतिफल- 1648035000 स्टाम्प शुल्क- 82401750 बाजारी मूल्य - 1648035000 पंजीकरण शुल्क - 16480350 प्रतिलिपिकरण शुल्क - 80
योग : 16480430

श्री गुलशन होम्स एण्ड इन्फ्रास्ट्रक्चर्स प्रा० लि० द्वारा
रन सिंह शेखावत अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री बिहारी सिंह शेखावत
व्यवसाय : अन्य
निवासी: म०न०-एम-503, होम्स-121, सैक्टर-121, नोएडा,
जी.बी.नगर-201301

Ran Singh



श्री, गुलशन होम्स एण्ड इन्फ्रास्ट्रक्चर्स प्रा०
लि० द्वारा

रन सिंह शेखावत अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक
28/03/2023 एवं 03:22:39 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

[Signature]
रन सिंह

उप निबंधक : सदर द्वितीय

गौतम बुद्ध नगर

28/03/2023

ओमकार वर्मा .

निबंधक लिपिक

28/03/2023

प्रिंट करें



Noida, on 22.03.2023 (hereinafter referred to as "**Sub-Lease Deed**") for 90 years w.e.f. 28.2.2003.

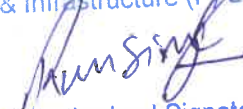
AND WHEREAS there is no structure on the said Plot on the date of execution of this Deed.

AND WHEREAS the Transferor further represented and assured to the Transferee that:

- i. The Transferor is absolute leasehold right owner, sub-lessee and have marketable title to the said **Plot** and is absolutely entitled and empowered to do all acts and things in respect of the said **Plot**;
- ii. The **Transferor** has full power, good and absolute authority to enter into this Deed and to transfer the said **Plot** without having recourse to any other person(s);
- iii. The **Transferor** is in physical, peaceful and vacant possession of the said **Plot**;
- iv. The said **Plot** is free from all encumbrances which include third party's interest such as prior agreements, sale, transfer, sub-lease and the **Transferor** has clear and marketable title to the said **Plot**, and the **Transferor** has not assigned, transferred, granted and/ or conveyed, mortgaged/charged to any other party / person or created any third party rights, of any nature whatsoever, in all or any part of the said **Plot**, in any manner whatsoever;
- v. The said **Plot** is capable of being utilized for development of master plan commercial area / project in accordance with the terms of the said **Sub-Lease Deed**;
- vi. There are no actions, suits, investigations or other proceedings and that there are no orders, judgments or decrees of any court or governmental authority, judicial or quasi judicial body, against **Transferor** or the said **Plot** which shall have a



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बही सं०: 1

रजिस्ट्रेशन सं०: 1815

वर्ष: 2023

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त अंतरण कर्ता: 1

श्री गुलशन होम्स एण्ड इन्फ्रास्ट्रक्चर्स प्रा० लि० के द्वारा रन सिंह शेखावत, पुत्र श्री बिहारी सिंह शेखावत
निवासी: म०न०-एम-503, होम्स-121,
सैक्टर-121, नोएडा, जी.बी.नगर-201301
व्यवसाय: अन्य
अंतरीति: 1

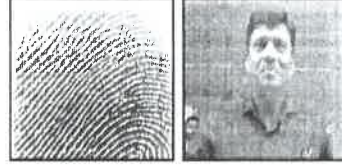


श्री जयप्रकाश एसोसिएट लि० के द्वारा नवनीत कुमार सक्शेना, पुत्र श्री उमेश चन्द्र सक्शेना
निवासी: म०न०-आर-23, सैक्टर-11, नोएडा,
जी.बी.नगर-201301
व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान पहचानकर्ता: 1

श्री किशोर कुमार, पुत्र श्री प्रयाग महतो
निवासी: म०न०-227-सी, पॉकेट-ए, मयूर विहार
फेस-2, चिल्ला सरोदा खादर, दिल्ली-110091
व्यवसाय: अन्य
पहचानकर्ता: 2



श्री प्रवीण कुमार शर्मा, पुत्र श्री गिरिप्रसाद शर्मा
निवासी: गाँव व पोस्ट-चौरोली, जिला-
जी.बी.नगर-203155
व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

के० एन० सिंह
उप निबंधक : सदर द्वितीय
गौतम बुद्ध नगर
28/03/2023

ओमकार वर्मा
निबंधक लिपिक गौतम बुद्ध नगर
28/03/2023

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।
टिप्पणी: उक्त प्रतिफल की धनराशि बजरिये
आर०टी०जी०एस० आदि के माध्यम से विक्रेता ने
प्राप्त करना स्वीकार किया।



प्रिंट करें

material adverse effect on the title and possession of said **Plot** and/or their ability to consummate the transaction contemplated herein;

- vii. The **Transferor** has the requisite power and authority to execute deliver and perform this Deed and to consummate the transaction contemplated under this Deed. The execution, delivery and performance of this Deed by the **Transferor** and the compliance by it of the terms and conditions hereof do not and will not:
- (a) contravene any provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court or governmental instrumentality to which it is subject; and
 - (b) conflict with or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under the terms of any indenture, mortgage, deed of trust, credit agreement, loan agreement or any other agreement, contract or instrument to which it is a party or by which it or any of its property or assets is bound or to which it may be subject.

AND WHEREAS the **Transferor** has agreed to sell, convey and assign its all right, title and interest whatsoever in the said **Plot** in favour of the Transferee for total sale consideration of **Rs. 1,07,50,00,000/- (Rupees One Hundred Seven Crores and Fifty Lacs only) ("Total Sale Consideration")** and relying on the aforesaid representation, assurances and warranties of the **Transferor**, the **Transferee** has also agreed to purchase/acquire the said **Plot** for the **Total Sale Consideration**, on following terms and conditions.

NOW THIS DEED WITNESSETH AS UNDER:

1. That for and in lieu of the Total Sale Consideration of **Rs. 1,07,50,00,000/- (Rupees One Hundred Seven Crores and Fifty Lacs only)** paid by the **Transferee** to the **Transferor** in the manner as stated hereinafter, the receipt of which the **Transferor** hereby acknowledges, the **Transferor** hereby sells, transfers, conveys



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and assigns unto the said **Transferee** the leasehold rights in the said **Plot** being master plan commercial plot bearing **Plot No. C3-D** admeasuring **10,365.0 Square Meters (approx. 2.56 Acres)** situated in **Jaypee Greens Wish Town, Sector- 129, Noida, District Gautam Budh Nagar, Uttar Pradesh**(more particularly shown in "**Annexure A**" attached herewith), for all unexpired remaining period of the said lease term of 90 years with effect from 28.2.2003, together with all rights, liberties, privileges, easements and appurtenances whatsoever to the said Plot or part thereon, things attached or belonging or in any manner appertaining or usually held or occupied therewith by the **Transferor** under the **Sub-Lease Deed**.

2. That the **Transferee** has paid the **Total Sale Consideration** of **Rs. 1,07,50,00,000/- (Rupees One Hundred Seven Crores and Fifty Lacs only)**, as full and final payment to the **Transferor** in the following manner, after deducting an amount of **Rs.1,64,80,350/- (Rupees One Crore Sixty Four Lacs Eighty Thousand Three Hundred and Fifty only)** towards Income tax deduction at source ("**TDS**") as prescribed under the applicable laws and deposited the same with the Income Tax Authorities. The **Transferor** hereby acknowledges the receipt of **Total Sale Consideration**.

Cheque/DD No./RTGS/Bank	Date	Amount in Rupees
RTGS no. ICICR22022090500004488	05.09.2022	14,78,67,037
RTGS no. ICICR22022110900013286	09.11.2022	14,85,00,000
RTGS no. ICICIR52023032800828441	28.03.2023	76,21,52,613
Sub Total		
TDS		1,64,80,350
Total Sale Consideration		107,50,00,000

3. That there is no balance due to be paid to the **Transferor** by the **Transferee** regarding the said Plot.



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4. That the **Transferor** has conveyed and sold all its right, title and interest acquired by the **Transferor** under the aforesaid **Sub-Lease Deed** and have left with no right, title or interest in the said **Plot**.
5. That simultaneously with execution of this Deed, the **Transferor** has handed over the lawful actual, peaceful and vacant physical possession of the said **Plot** to the **Transferee** on the spot.
6. That the **Transferor** further conveys all the rights of whatsoever in nature they may be on the said **Plot** to the **Transferee**. The **Transferee**, its successors and assigns shall be entitled to hold the said **Plot** for unexpired remaining period of 90 years since 28.02.2003 and as per the other terms of the **Sub-Lease Deed**. The **Transferee** shall be bounded by the terms and conditions contained in the **Sub-Lease Deed**.
7. The **Transferee** shall be fully entitled to hold, use and enjoy the said **Plot** in accordance with the **Sub-Lease Deed** or any other conditions imposed or prescribed by the Yamuna Expressway Industrial Development Authority ("**YEIDA**") / New Okhla Industrial Development Authority ("**NOIDA**") and without any hindrance or claim from the **Transferor**.
8. That the **Transferee** shall also be bound by all the terms and conditions of the Lease Deed 15.02.2008 for grant of leasehold rights in the land admeasuring 26.063 Hect. (64.402 acres) situated in village Gejha Tilptabad, Tehsil Dadri, District Gautam Budh Nagar U.P ("**Lease Deed**"), which was executed by the YEIDA in favour of the **JIL** for the larger land which includes the said **Plot**; and aforesaid **Sub-Lease Deed** executed between **JIL** and the **Transferor** herein. It is further clarified again that no balance is due to **Jaypee Infratech Limited/JIL** towards sales consideration under the aforesaid **Sub-Lease Deed**.



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9. The maximum permissible FAR of the said **Plot** is 4.00, as per the approved layout plan of the Jaypee Greens Wish Town, Sector 128, 129, 131, 133 and 134, Noida.
10. That the **Transferee** shall have right to transfer, sale, sub-lease, mortgage or assign or dispose of its interest, in any manner whatsoever, in the whole of the said **Plot** whether developed or undeveloped or the building constructed thereon to any person as per the rules, regulations and directions of YEIDA/NOIDA and every such transfer as referred above shall be subject to and the **Transferee** thereof shall be bound by all the covenants and conditions contained in the **Lease Deed** and **Sub-Lease Deed**.
11. That all the dues, taxes with respect to the said **Plot** till date of execution of this Deed, shall be paid by the **Transferor** and thereafter the same shall be paid by the **Transferee**. However, any notice served upon the **Transferee** by the concerned authorities due to a claim arising before the execution of this Deed (other than those agreed to be settled mutually between the Parties), in respect of the said **Plot**, shall be the sole and exclusive liability of the **Transferor**.
12. In case there is any breach of the foregoing applicable obligations or representations by either **Party**, the defaulting **Party** shall indemnify and compensate all the losses as may be incurred by the other **Party**, in this regard.
13. The **Parties** herein shall not do or cause to do any act, deed or thing whereby the terms of the **Sub Lease Deed** executed between **JIL** and the **Transferor** or this Deed are breached and defaulting **Party** shall keep the affected **Party** protected and indemnified against all losses, claims, damages etc. that the affected party may suffer on this account.
14. The **Transferee** shall be solely responsible for the building plan approval and other statutory approvals for undertaking the construction on the said **Plot** and to



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develop/construct the said **Plot** in accordance with the applicable building bye laws, guidelines, approved layouts / plans and ground coverage at its own cost.

15. As per Sub-Lease Deed, JIL has already provided external services namely sewage, and water supply lines, generally as may be made available by the JIL to other commercial plots in the neighborhood of the said **Plot** within the Wish Town Noida at the edge of the said **Plot** (referred as the "**Shared Areas & Facilities**" in **Sub-Lease Deed**). The **Transferee** shall make its own arrangements for taking drainage, electrical connections and other facilities from the relevant authority at its own cost. It is agreed that the Transferee is free to connect these services including IGL, etc. for the said Plot from both the sides (front and back) subject to ROW and route approval from JIL / Designated Maintenance Agency ("**DMA**").
16. The **Transferee** shall be liable to pay maintenance charges for Shared Area and Facility charges as defined in the **Sub Lease Deed** with respect to the said **Plot** and shall pay charges to Designated Maintenance Agency ("**DMA**") as per the terms and conditions of the **Sub-Lease Deed** and / or the Maintenance Agreement, which shall be executed by the **Transferee** with the DMA, simultaneous to the execution of this Deed in favour of the **Transferee**. The **Transferee** shall also execute a maintenance agreement with **JIL / DMA** for the Shared Areas & Facilities.
17. The **Transferee** shall upon completion of the project over the said **Plot**, be entitled to obtain Completion/Occupancy Certificate from NOIDA/YEIDA/competent authority directly at its own cost without any reference to the **Transferor**. However, the **Transferor** shall extend all its co-operation to the **Transferee** to get the Completion/Occupancy Certificate without being liable in this regard.



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18. At the time of execution of this Deed in favour of **Transferee**, the **Transferor** has handed over all the original documents of title (including the Sub-Lease Deed) with respect to the said **Plot** exclusively to the **Transferee**.
19. That the **Parties** shall be responsible / liable for all taxes / liabilities / statutory and legal actions pertaining to their respective shares.
20. That the **Transferee** is now at liberty to get its name mutated in the records of YEIDA or any other concerned Authority / Department against the said **Plot** for which the **Transferor** will have no objection.
21. That the **Transferee** will submit a certified copy of this Deed duly registered with the office of Sub-Registrar, Noida, within 90 days to YEIDA.
22. This Deed alone represents and constitutes the entire agreement and understanding between the **Parties** with respect to the subject matter and matters dealt with herein. This Deed supersedes any and all prior or previous understanding/term-sheet or agreement or arrangement between the **Parties**, whether written or oral, in relation to such matters, and any and all such prior or previous understanding or agreement or arrangement between the **Parties** stand rescinded and terminated and cancelled on the date of execution of this Deed and only this Deed shall govern the respective rights and obligations of the **Parties** to this Deed. The preamble and recitals to this Deed shall form an integral part of this Deed.
23. That after the execution of this Deed all the rights of the said **Plot** has automatically been transferred in favour of the **Transferee**.
24. All costs, stamp duty, charges, expenses, registration fees etc., payable on or in respect of execution and registration of this Deed shall be borne and paid solely by the **Transferee**.



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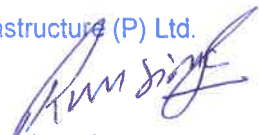




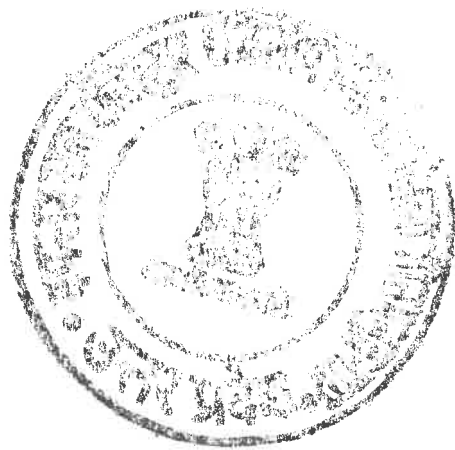
25. The terms and conditions of this Deed shall be read and interpreted in conjunction with those of the **Sub-Lease Deed/Lease Deed/Concession Agreement dated 07.02.2003**. In the event of there being an inconsistency in the interpretation of the provisions of this Deed and the **Lease Deed/Sub-Lease Deed**, the terms of **Lease Deed/Sub-Lease Deed** shall prevail.



Gulshan Homes & Infrastructure (P) Ltd.

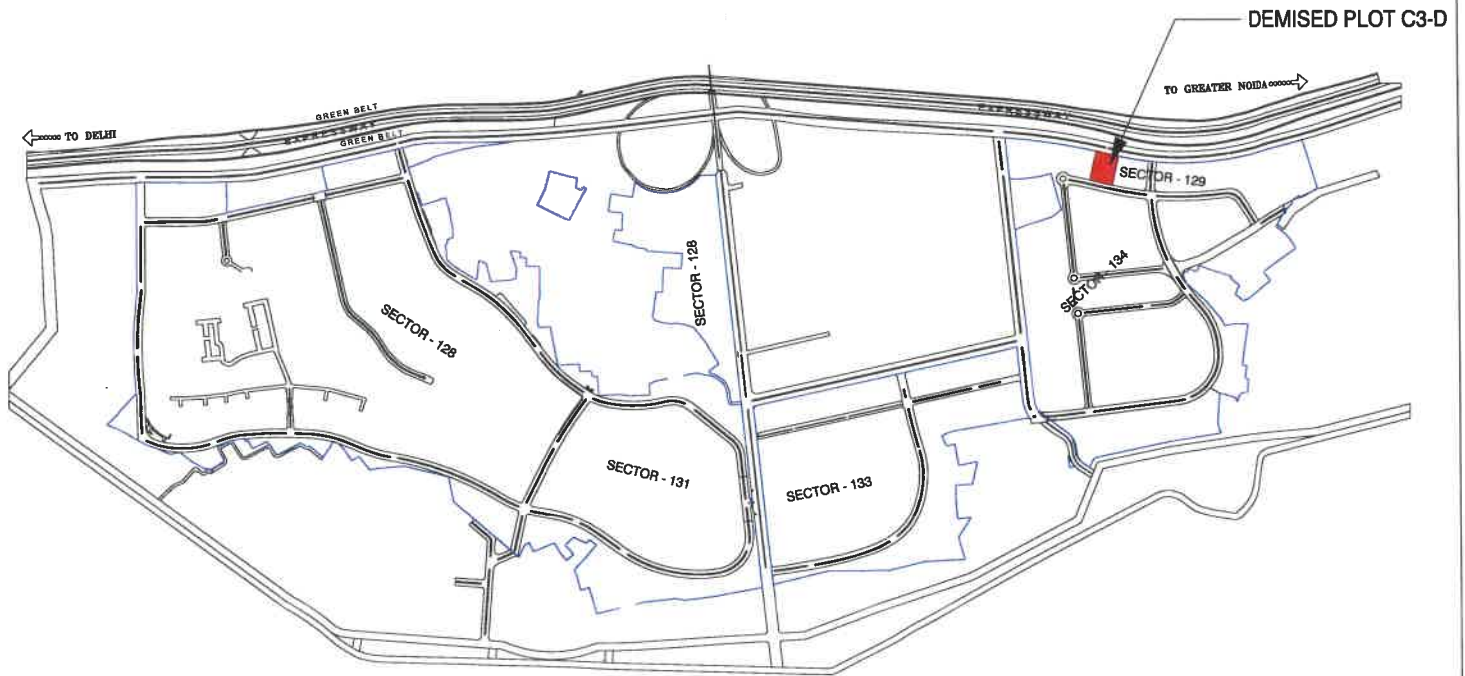

Authorized Signatory



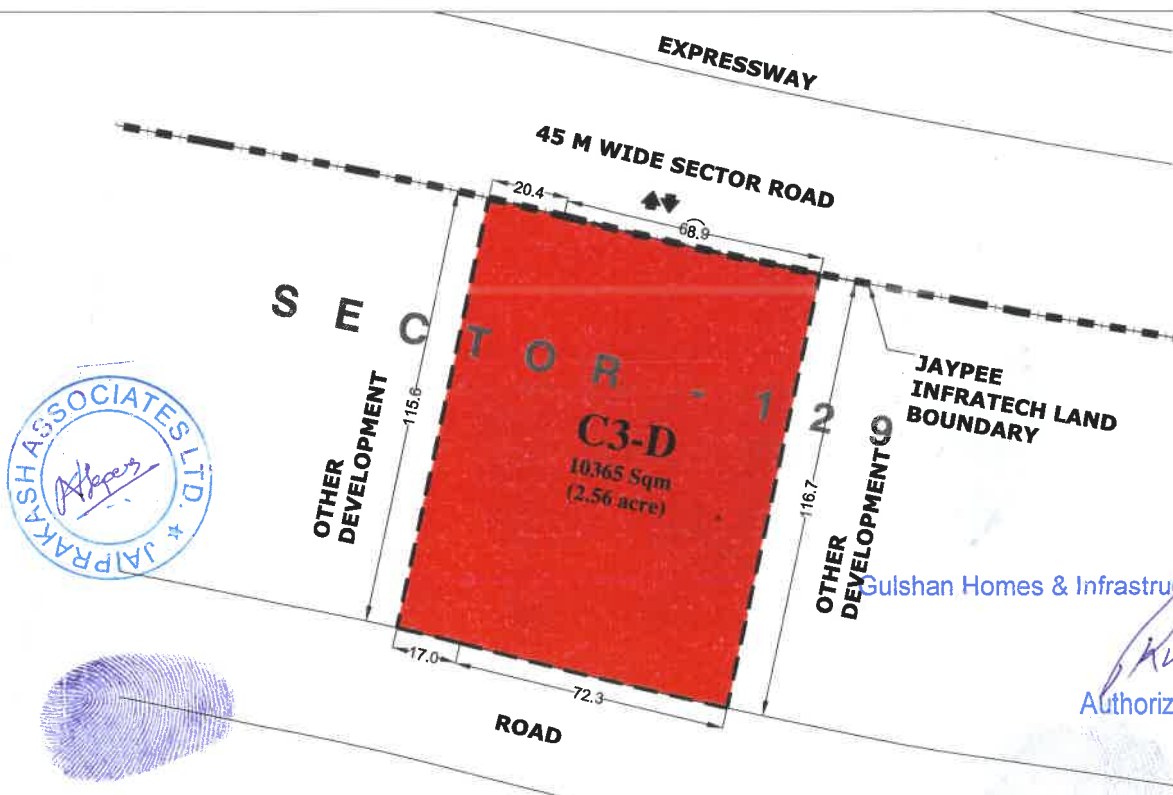


LOCATION OF DEMISED PLOT IN THE SUBJECT LAND

SECTOR - 129, WISH TOWN, JAYPEE GREENS, NOIDA



DETAILS OF DEMISED PLOT



Gulshan Homes & Infrastructure (P) Ltd.

Authorized Signatory

Note : - All dimensions are in meter



LEGEND

BOUNDARY OF SUBJECT LAND
DEMISED PLOT

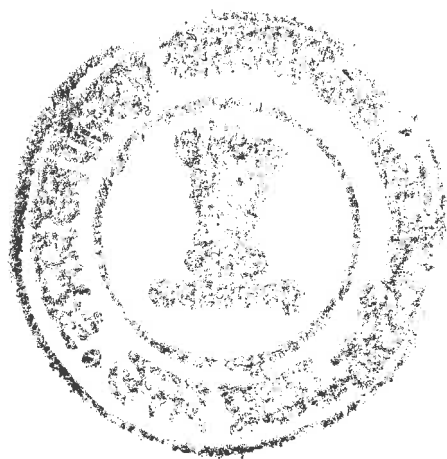


DEALT BY :-
Banasree Mandal

CHECKED BY :-
Raina Dora

SCALE :-
N.T.S

DATE :-
28.11.2016



IN WITNESSE WHEREOF, the Transferor and the Transferee aforesaid have set their respective hands on this **TRANSFER DEED OF LEASE HOLD RIGHTS** on the day, month and the year first above written in the present of the following witnesses

For **JAIPRAKASH ASSOCIATES LTD.**

For JAIPRAKASH ASSOCIATES LTD.

Authorised Signatory

Authorized Signatory

TRANSFEROR

For **GULSHAN HOMES AND INFRASTRUCTURES PVT. LTD.**


Gulshan Homes & Infrastructure (P) Ltd.


Authorized Signatory

Authorized Signatory

TRANSFEEER

WITNESSES:

1.  Vishal Kumar
S/O Prayag Mahto
Q/10, 227 C, Phase-A,
Majra W-11, Delhi-110029
- 2.

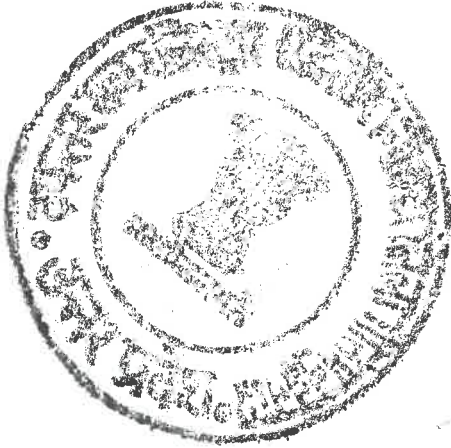

PRAVEEN KUMAR SHARMA
S/O SH. GIRI PRASAD SHARMA
VILLAGE & POST-CHAUROLI
DISTT. G.B, NAGAR (U.P.)
AADHAR NO. 718473672005

आवेदन सं०: 202300743020172

बही संख्या 1 जिल्द संख्या 13406 के पृष्ठ 353 से 376 तक
क्रमांक 1815 पर दिनांक 28/03/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


के० एन० सिंह
उप निबंधक : सदर द्वितीय
गौतम बुद्ध नगर
28/03/2023



प्रिंट करें