



7827/23 INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

IN-UP14226148056312V

Certificate No.

Property Description

Certificate Issued Date : 22-May-2023 01:02 PM

Account Reference : NEWIMPACC (SV)/ up14164704/ LUCKNOW SADAR/ UP-LKN

Unique Doc. Reference : SUBIN-UPUP1416470422961865343373V

Purchased by : TEAM SHAURYA INFRAZONE PVT LTD THR DIR SK CHANDANI

Description of Document : Article 5 Agreement or Memorandum of an agreement

GROUP HOUSING PLOT NO-14/GH-05 SEC-14,AREA-5300 SQMT.SITUATED AT VRINDAVAN YOJNA-4,LUCKNOW

Consideration Price (Rs.)

First Party
Second Party :

Stamp Duty Paid By : TEAM SHAURYA INFRAZONE PVT LTD THR DIR SK CHANDANI

Stamp Duty Amount(Rs.) : 84,21,500

(Eighty Four Lakh Twenty One Thousand Five Hundred only)

TEAM SHAURYA INFRAZONE PVT LTD THR DIR SK CHANDANI

PRIYAM NIRMAAN PVT LTD THR SIG R C MISHRA







Please write or type below this line





Baramda No. 1, Collectorate Court, Lucknow

Priyam Nirmaan Pvt. Ltd.

2727-7-5

Authorised Signatory

Team Shaurya Infrazone Pvt. Ltd.



0031587660

Statutory Alert

- The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Polarea, 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.

भाग 1

तिकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

सरोजनीनगर लखनऊ

2023367023917

बदन संख्या : 202301041025750

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनाँक

2023-05-22 00:00:00

प्रस्तृतकर्ता या प्रार्थी का नाम सतीश कुमार चंदानी

लेख का प्रकार

विक्रय अनुबंध विलेख

प्रतिफल की धनराशि

/ 120300000.00

1 . रजिस्ट्रीकरण शुल्क

1203000 80

2 . प्रतिलिपिकरण शुल्क 3 . निरीक्षण या तलाश शुल्क

4. मुख़्तार के अधिप्रमाणी करण लिए शुल्क

5. कमीशन शुल्क

6 . विविध

7 . यात्रिक भत्ता

1 से 6 तक का योग

1203080

शुल्क वसूल करने का दिनाँक

2023-05-22 00:00:00

दिनाँक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2023-05-22 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

BUILDERS AGREEMENT

Market Value : Rs.12,03,00,000/-Refundable Security : Rs.1,50,00,000/-

Stamp Duty : Rs.84,21,500/-

Ward : Ibrahimpur

DETAILS OF INSTRUMENT IN SHORT

Nature of Land : Residential
 Ward : Ibrahimpur

3. Mohalla : Sector-14 Vrindavan Yojna-4,

Lucknow

4. Details of Property: Group Housing Plot No. 14/GH-

05 Sector-14, Vrindavan Yojna-4,

Lucknow

5. Standard of measurement : Sq. meters

6. Land Area of Plot: 5300 sq. meters

7. Location Road : Not on Segment Road

8. Type of Property: Residential Plot

Boundaries

East : Plot No. 14/GH-4

West : 12-meter-wide Road

North: Park/Pond

South: 18-meter-wide Road

M/s PRIYAM NIRMAAN PRIVATE LIMITED (formerly known as WHITELINE COMMERCIAL PRIVATE LIMITED) a company incorporated under the Companies Act 2013(earlier companies act, 1956) having its registered office at Shop No4 Priyam Crossing Plaza, Ratan Khand Lucknow-226012 UTTAR PRADESH (PAN- AAACW3584C) through its AUTHORISED SIGNATORY Sri RAMESH CHANDRA MISHRA son of Sri BRAHMANAND MISHRA authorised vide Board Resolution dated 20-04-2023 M/s TEAM SHAURYA INFRAZONE PRIVATE LIMITED a company incorporated under the Companies Act 2013 having its registered office at SHOP NO. 12, GDA TOWER, GOLGHAR, GORAKHPUR- UTTAR PRADESH U.P. (PAN- AAHCT1729R) through its Director Sri SATISH KUMAR CHANDANI son of Sri

Priyam Nirmaan Pvt. Ltd.

Authorised Signatory

Team Shaurya Infrazene Pvt. Ltd.

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RADHA KRISHN CHANDANI authorised vide Board Resolution dated 12-05-2023.

THIS BUILDER AGREEMENT IS EXECUTED BETWEEN M/S. PRIYAM NIRMAAN PVT LTD, PAN - AAACW3584C (earlier White Line Commercial Pvt Ltd) a company duly incorporated and registered under The Companies Act, 2013 (earlier Companies Act, 1956) and having its registered office at Shop No. 4 Priyam Crossing Plaza, Ratan Khand Lucknow UTTAR PRADESH (which expression, unless repugnant to the context or meaning thereof, shall mean and include its administrators, executors, successors and permitted assigns) acting through its Authorised Signatory Sri RAMESH CHANDRA MISHRA son of Sri BRAHMANAND MISHRA authorised vide Board Resolution dated 20-04-2023 (Hereinafter referred to as FIRST PARTY/OWNER).

AND

M/S. TEAM SHAURYA INFRAZONE PVT LTD, PAN - AAHCT1729R a company duly incorporated and registered under The Companies Act, 2013 and having its registered office at SHOP NO. 12, GDA TOWER, GOLGHAR, GORAKHPUR- UTTAR PRADESH (which expression, unless repugnant to the context or meaning thereof, shall mean and include its administrators, executors, successors and permitted assigns) acting through its Director Sri SATISH KUMAR CHANDANI son of Sri RADHA KRISHN CHANDANI authorised vide Board Resolution dated 12-05-2023 (Hereinafter referred to as SECOND PARTY / BUILDER).

WHEREAS the Owner i.e. First Party had purchased the Group Housing Plot No. 14/GH-05 Sector-14, Vrindavan Yojna-4, Lucknow measuring about 5300 sq. meter from Uttar Pradesh Awas Evam Vikas Parishad, Lucknow vide registered Sale Deed dated

Priyam Nirmaan Pvt. Ltd.

Authorised Signatory

Team Shaurya Infrazone Pvt. Ltd.

Director

03.06.2014 registered in Book No. I Volume 17373 Pages 43/60 at No. 12162 on 09-06-2014 in the office of Sub Registrar-I, Lucknow;

WHEREAS later on Whiteline Commercial Pvt. Ltd. changed its name to M/s Priyam Nirmaan Pvt Ltd (CIN: U51109UP1996PTC105663) and a Fresh Incorporation Certificate dated 18-05-2015 issued by ROC, Kolkata;

AND WHEREAS the Owner i.e. First Party in order to derive optimum utility from the said land intended to construct a multi-storied residential building on the said property.

AND WHEREAS for want of resources, financial and manpower the Owner i.e. First Party has not been able to develop the same of its own.

AND WHEREAS the Builder i.e. Second Party who is a reputed Developer /Builder has agreed to join hands with the Owner i.e. First Party towards fulfilment of said object subject to terms and conditions set forth /enumerated in this agreement.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. That in consideration of the agreeing to develop the aforementioned land as per agreed manner and hereunder, the builder i.e. 2nd Party shall develop and construct the total area, further the owner i.e. 1st Party and builder i.e. 2nd Party shall share the total covered area inclusive of saleable area, staircases and lobbies etc., of the entire building in the ratio of 40% belonging to the owner i.e., 1st Party and 60% belong to the builder i.e 2nd Party.
- That the balance area i.e., total plot area less built up area shall be available for open area, car parking, utilities, club

Priyam Nirmaan Pvt. Ltd.

Authorised Signatory

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houses etc. which shall always be available for use by the owner i.e., 1st Party / builder i.e., 2nd Party / flat owner i.e customer as part of a residential complex.

- 3. That the builder i.e 2nd Party shall have rights of 60% of the total saleable area assigned to it, over which it shall have absolute and exclusive right to sell, let out, lease out or part with any manner and make bookings, receive advance payments or receive any amount from intending buyers in his own account, and owner i.e. 1st Party shall have exclusive right & title over the 40% of the total built up area assigned to it and will be at liberty to deal with the same in any manner it likes.
 - 4. That the owner i.e. 1st Party shall make available the property, which is free from any mortgage or encumbrance.
 - 5. That the builder i.e. 2nd Party shall prepare, submit and get approval of plans, sanctions from the competent authorities. The owner i.e. 1st Party shall execute necessary documents for this behalf. Further all the expenses for sanctions or map approval or FAR purchase cost or shelter fee shall be borne by a second party only.
 - 6. That the building plans for the proposed building shall be prepared by the builder i.e 2nd Party through its architect, suggestions of the owner i.e. 1st Party shall be taken before engagement and all the expenses or cost shall be borne by the builder i.e 2nd Party only.
 - 7. That the owner i.e., 1st Party must sign and approve all the alterations, plan, revision of plans or other necessary documents related to project within a given time period, so as to obtain approval from the competent authorities.
 - 8. That the builder i.e 2nd party shall on its own cost purchase additional FAR of 0.5 out of total 3. It has been agreed that the project shall be completed at 3.0 FAR in accordance with the law.

Priyam Nirmaan Pvt. Ltd.

Authorised Signatory

Team Shaurya Infrazone Pvt. Ltd.

Director

- g. That the builder i.e 2nd party shall be fully entitled to get a loan sanctioned from any bank for an amount not exceeding Rupees fifteen crores in its name and first party agrees to equitable mortgage the aforementioned land with such bank as security, further the second party shall not be authorised to book / allot the saleable area to the extent the loan is outstanding. However, the loan repayment / instalment is paid by the second party to the bank, then the second party shall be entitled to further book / allot the saleable area. Further loan shall be taken after completion of structure of the building or consent given by the owner i.e 1st party, whichever is earlier.
- 10. That the builder i.e 2nd party after having obtained the relevant permission / sanctions shall be intimated to the owner i.e. 1st Party in writing along with the copies of sanctions.
- 11. That the builder i.e 2nd Party will develop and construct the residential building upon the aforementioned land in accordance with approved plans and layout with its own resources and finance.
- 12. That the entire amount required for carrying out construction or its incidental activities shall be met by builder i.e 2nd Party only, further building shall be constructed with 3.0 FAR.
- That the owner i.e., 1st Party shall not be responsible for any dues, fee charges, damages or demands in respect to any such charges or whatsoever, subject to those statutory dues or charges which are outstanding before any authority prior to this agreement.
- That the Structural safety and all statutory obligations of the building shall be the sole responsibility of the builder i.e 2nd party for which it shall follow all norms envisaged in building bye laws and codes.
- 15. For ensuring quality, the owner i.e. 1st Party shall be authorised to enter in the campus and check the construction quality and will be

Priyam Nirmaan Pvt. Ltd.

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Director

- free to give suggestions, however the builder i.e 2nd Party shall not be bound but endeavour to incorporate the same.
- 16. Notwithstanding anything contained in point no. 15, safety of the structure shall be the sole responsibility of the builder i.e 2nd party.
- 17. The Distribution of flats in the ratio of 40:60 in between owner i.e. 1st Party and builder i.e 2nd Party respectively, it shall be decided on the basis of the lottery system based on floor-wise, to adjust the fraction of flat, it shall also be decided by lottery system to make it whole number. However, the lottery system shall be made by both the parties on mutual consent basis.
- 18. That the name of the project shall be- PRIYAM SHAURYA APARTMENT.
- 19. That the duration of the project shall be upto 30-04-2028, Provided that where construction remain suspended due to force majeure, public disturbances, communal riots, nationwide strike, lockouts etc, then the above duration remains suspended on such accounts i.e such period shall not be counted in the duration of the project.
- 20. That the refundable security deposits amount of Rs. 1,50,00,000/(One Crore fifty Lakhs) shall be payable in favour of PRIYAM
 NIRMAAN PVT LTD, out of which Rs. 40,00,000/- (Forty Lacs) is
 paid in two instalments of Rs. 20,00,000/- (Twenty Lacs) dated
 7thmarch 2022 and 7thapril 2022 via RTGS. Further Rs. 35,00,000/
 (Thirty-Five Lakhs) shall be payable.Further Rs.75,00,000/(Seventy-Five Lakhs) shall be payable after completion of basement
 and stilt floor. However, such interest free, refundable security deposits
 shall be refundable by the owner i.e. 1st party to the builder i.e. 2nd
 party.
- 21. That the Time duration is the essence of this agreement. Therefore, it is presumed that the builder i.e 2nd party shall adhere to the time

Priyam Nirmaan Pvt. Ltd.

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limit as mentioned in the above. However, if the completion date of the project exceeds from 30-04-2028, Then the builder or 2nd party shall be liable to pay liquidity damage as Rs. 1 Lac per month till the completion of project i.e till compounding of project and obtaining completion certificate from Awas Evam Vikas Parishad.

- 22. That the owner i.e. 1st Party shall be responsible for update of the changed name of the company in all legal documents within 60 days of this agreement i.e. from White Line Commercial Pvt Ltd to Priyam Nirmaan Pvt Ltd. However, the builder i.e 2nd Party shall fully assist the owner i.e., 1st Party with this regard.
- 23. Both the parties shall separately sale their own allocated area and further collect this sale proceed in their own account. In other words 40% saleable area shall be sold by Priyam Nirman Pvt Ltd &sale proceeds shall be made in the favour of PRIYAM NIRMAAN PRIVATE LIMITED. Further,60% saleablearea shall be sold by Team Shaurya Infrazone pvt. Ltd. And sale proceeds shall be made in the favour of TEAM SHAURYA INFRAZONE PRIVATE LIMITED. This allocation is linked with lotteried flats.
 - 24. That all the development of the project shall be made as per provisions of this agreement. However the safety and structural security will be the sole responsibility of the 2nd party. Further, in case of any mishap only the builder i.e 2nd party shall be solely responsible for all legal consequences.
 - 25. The builder i.e 2nd Party has agreed to construct the group housing building as per approval by Awas Evam Vikas Parishad (U.P) on agreed specification (annexure-1).
 - 26. Both the parties shall maintain transparency in the accounting system and both the parties shall have limited access to account details of the other party i.e access to legal compliances, return filings, annual financial statements etc.



- 27. Expense of registration of this builder agreement shall be borne by the second party.
- 28. Notwithstanding anything contained in above provisions, safety, stability & structural standards shall be the responsibility of the builder i.e 2nd party for which all necessary provisions such as quality supervision, testing of materials and EIA etc shall be ensured by builder i.e 2nd party.
- 29. That as soon as the building is complete, Second party i.e builder will form a separate entity which will look after the maintenance and repairs of the common areas and machineries etc. This entity shall be entitled to collect charges/amount from the owners/ occupiers / allottees / occupants of proposed Building, such rates as may be considered from time to time. It shall be the duty of 2nd party i.e builder to ensure the registration of the RWA in accordance with the provisions of the UP apartments Act 2010 (as amended in 2016, formerly UP Flat Act 1975). Builder shall handover the "common areas and facilities" along with "limited common area and facilities" and along with resident's fund for corpus and maintenance, immediately after the registration of RWA.
 - 30. That the Builder i.e. Second Party and Owner i.e. First Party shall exclusively execute and register the transfer deeds, sale deed or lease deeds or any other deeds of flats in favour of their prospective purchaser(s), lessee(s) up to their shares. The sale deeds, transfer deeds or lease deeds shall be executed as per RERA norms applicable time to time. However, the 2nd party i.e builder shall ensure NOC from the first party i.e owner before registering the transfer deed to its buyer.
 - 31. Builder i.e. Second Party shall be entitled to advertise about the project at its own cost by distributing pamphlets, brochures, publishing

Priyam Nirmaan Pvt. Ltd.

Authorised Signatory



advertisement in newspaper, magazines or by putting sign boards, neon-sign or such other modes of advertisement on the said land or at any other place. It shall be entitled to invite prospective buyers or customers to the site, but can be done only after registration under RERA.

- 32. That it is hereby agreed by the Owner i.e. First Party and the Builder i.e. Second Party that they shall directly meet their taxation liability of income tax & GST as may be applicable to them, personally and respectively. In no circumstances, any party shall be liable to recover of demand the said amount from the other party. Further That it is agreed that the terms of this agreement can be altered or modified by way of supplementary registered or unregistered supplementary agreement / agreements by mutual consent of both parties.
 - 33. That any dispute or difference arising between the parties shall be resolved amicably at the first instance unresolved dispute controversies, contests, disputes, if any shall be submitted to arbitration. The arbitration shall conduct in accordance with provisions of the Arbitration and Conciliation Act 1996 along with rules made there under and any amendments thereto. The arbitration shall be conducted in English and the decision award of the arbitrator shall be final conclusive and binding on the parties. The seat/place of the arbitration shall be at Lucknow.
 - That the plot subject matter of this agreement is situated at Sector-14, Vrindavan Yojna-4, Lucknow which is not on Segment Road given in the Circle Rate List issued by the Collector, Lucknow. There is no construction on the said plot of land.
 - That the subject matter of this deed having total area of the plot of land is 5300 sq. meters. The valuation of the plot for the purposes of the payment of stamp duty is as under:-

Priyam Nirmaan Pvt. Ltd.

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Land Area = 1000 sq. meter x 25,000/- per square meter = 2,50,00,000/- 20% extra for two side roads and park = 50,00,000/- Balance Area of Land = 4300 sq. meter x 17,500/- (25,000 - 30% = 17,500/-) = 7,52,50,000/- 20% extra for two side road and park = Rs.1,50,50,000/- Thus the total value of land comes to 12,03,00,000/- consequently the stamp duty of Rs.84,21,000/- has been paid on the market value of property. There is an interest free refundable security deposit of Rs.1,50,00,000/- on which the stamp duty of Rs.100/- has been paid. Thus the total stamp duty of Rs.84,21,500/- Rs. (Eighty Four Lacs twenty one thousand five hundreds only) is being paid as per G.O.No.-S.Vi.K.Ni-5-2756/11-2008-500(165)/2007 dated 30.06.2008 on this agreement vide E-Stamp Certificate No. IN-UP14226146056312V DATED 22.05.2023.

That this builder agreement has been drafted by the undersigned as per instructions and documents provided by the parties for which they shall be responsible. Further, the identification of the parties has been done on the basis of the documents provided by them.

SCHEDULE OF PROPERTY

Group Housing Plot No. 14/GH-05 Sector-14, Vrindavan Yojna-4, Lucknow measuring about 5300 sq. meter and bounded as under:-

East :

Plot No. 14/GH-4

West:

12 meter wide Road

North:

Park / Pond

South:

18 meter wide Road

Priyam Nirmaan Pvt. Ltd.

Authorised Signatory

Team Shaurya Infrazona Pvt. Etd.

विक्रय अनुबंध विलेख (बिल्डर)

बही स॰: 1

रजिस्ट्रेशन स॰: 17827

वर्षः 2023

प्रतिफल- 0 स्टाम्प शुल्क- 8421500 बाजारी मूल्य - 120300000 पंजीकरण शुल्क - 1203000 प्रतिलिपिकरण शुल्क - 80 योग : 1203080

श्री टीम शौर्य इन्फ्राजोन प्रा॰लि॰ द्वारा सतीश कुमार चंदानी अधिकृत पदाधिकारी/ प्रतिनिधि, पुत्र श्री राधा कृष्ण चंदानी

व्यवसाय : व्यापार

निवासी: दुकान नम्बर-12, जीडीए टॉवर, गोलघर, गोरखपुर, उ०प्र०

श्री, टीम शौर्य इन्फ्राजोन प्रा॰ति॰ द्वारा सतीश कुमार चंदानी अधिकृत पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनाँक 22/05/2023 एवं 04:29:23 PM बजे निबंधन हेतु पेश किया।





रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उप निबंधक :सरोजनीनगर

लखनऊ 22/05/4023

ओम प्रत्रोष सिंह निबंधक लिपिक 22/05/2023

This deed is completed on the basis of the documents which are produced by the First Party and Second Party. First Party and Second Party have read this deed throughly. Advisor and Composer shall not be responsible for any mistakes or mishappens.

IN WITNESS WHEREOF the parties have put their respective signatures on this Builder Agreement on the date, month and year first above written in the presence of following witnesses.

Lucknow

Dated: - 22.05.2023

Witnesses: - Amit Kuman

First Party

Priyam Nirmaan Pvt. Ltd.

(Ramesbochandtary Mishra)

1.

AMIT KUMAR JAISWAL S/O- SHREE CHAND JAISWAL CP 2/1 RATAN KHAND, SHARDA NAGAR, LUCKNOW MOB- 8808900600 SERVICE

2.

Alul

ATULKUMAR MISHRA S/O BIKAU MISHRA 44K, VILLAGE- MAHUIE, HATA, KUSHINAGAR MOB- 8471092539 BUSINESS (Second Party)

(Satish Kumar Chandani)

Composed by (Mohd. Danish)

(Ashutosh Sahai Srivastava)

Baramda No. 1, Collec Advocate mon

Collectorate, Lucknow

आवेदन सं॰: 202301041025750

बही स॰: ।

रजिस्ट्रेशन स॰: 17827

वर्ष: 2023

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त विक्रेताः ।

श्री मेसर्स प्रियम निर्माण प्रा॰ित॰ के द्वारा रमेश चन्द्र

मिश्रा, पुत्र श्री ब्रम्हानन्द मिश्रा निवासी: दुकान नम्बर-4, प्रियम क्रासिंग प्लाजा, रतन खण्ड, लखनऊ

व्यवसाय: नौकरी



क्रेताः 1

श्री टीम शौर्य इन्फ्राजोन प्रा॰लि॰ के द्वारा सतीश कुमार चंदानी, पुत्र श्री राधा कृष्ण चंदानी निवासी: दुकान नम्बर-12, जीडीए टॉवर, गोलघर, गोरखपुर, उ॰प्र॰

व्यवसाय: व्यापार





ने निष्पादन स्वीकार किया। जिनकी पहचान पहचानकर्ता: 1

श्री अमित कुमार जायसवाल, पुत्र श्री श्री चन्द जायसवाल

निवासी: सीपी-2/1, रतन खण्ड, शारदा नगर, लखनऊ

व्यवसाय: नौक्री

पहचानकर्ता 🗜 2 🏄





श्री अतुल कुमार मिश्रा, पुत्र श्री बिकाऊ मिश्रा

व्यवसाय: व्यापार

2010



रजिस्ट्रीकरण औधिकारी के हस्ताक्षर

उप निबंधक : सरोजनीनगर

लखनऊ 22/95/2023

ओम प्रक्रमप सिंह निबंधक लिपिक लखनऊ 22/05/2023

ने की । प्रत्यक्षतःभद्र साक्षियों के निशान अंग्ठे नियमानुसार लिए गए है । टिप्पणी :प्रतिफल के प्राप्ति की विक्रेता द्वारा लेखपत्र में अंकित विवरण अनुसार पुष्टि की गई।

Group Housing Plot No. 14/GH-05 Sector-14, Vrindavan Yojna-4, Lucknow measuring about 5300 sq. meter and bounded as under:-

East:

Plot No. 14/GH-4

West:

12 meter wide Road

North:

Park / Pond

South:

18 meter wide Road

Area

5300 sq. meter

53 X 100 sq,mtr.

Priyam Nirmaan Pvt. Ltd.

Signature of First Party/Vendors

Signature of Second Party/Vendees

आवेदन सं॰: 202301041025750

बही संख्या 1 जिल्द संख्या 10913 के पृष्ठ 247 से 272 तक क्रमांक 17827 पर दिनाँक 22/05/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

वन्दना . .

उप निबंधक : सरोजनीनगर

लखनऊ 22/05/2023

