I- 4251/15





TRANSFER DEED EXECUTED BY SUBSIDIARY COMPANY IN FAVOUR OF ITS PARENT COMPANY UNDER NOTIFICATION NO. M- 599/X-501, DATED 25/03/1942

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1. Kind of Land

2. Pargana or Ward

3. Village

4. Details of Property

Agricultural

- Lucknow

Baghamau

- Khasra Nos. 107, 118, 132Ka, 156Ka, 157, 158, 159, 309, 369, 433Ka, -442Ka, 576, 579 676, 728, 761 & 774

5. Unit of Measurement

б. Area of Property

8. Other details

11. Condition

13. No. of First Party(1)

- 1.813 Hectare

N.A.

- Open Land

Business

Hectare

- No. of Second Party (1)

(A) Transferor's Description

Name Office Address Mehinder Properties Pvt. Ltd. 144/2, Ashram, Mathura

Road, New Delhi

Occupation

(B) Transferee's Description

1. Name Office Address

Occupation

ANS Developers Pvt. Ltd.

308, Tulsiani Chambers, Nariman Point, Mumbai

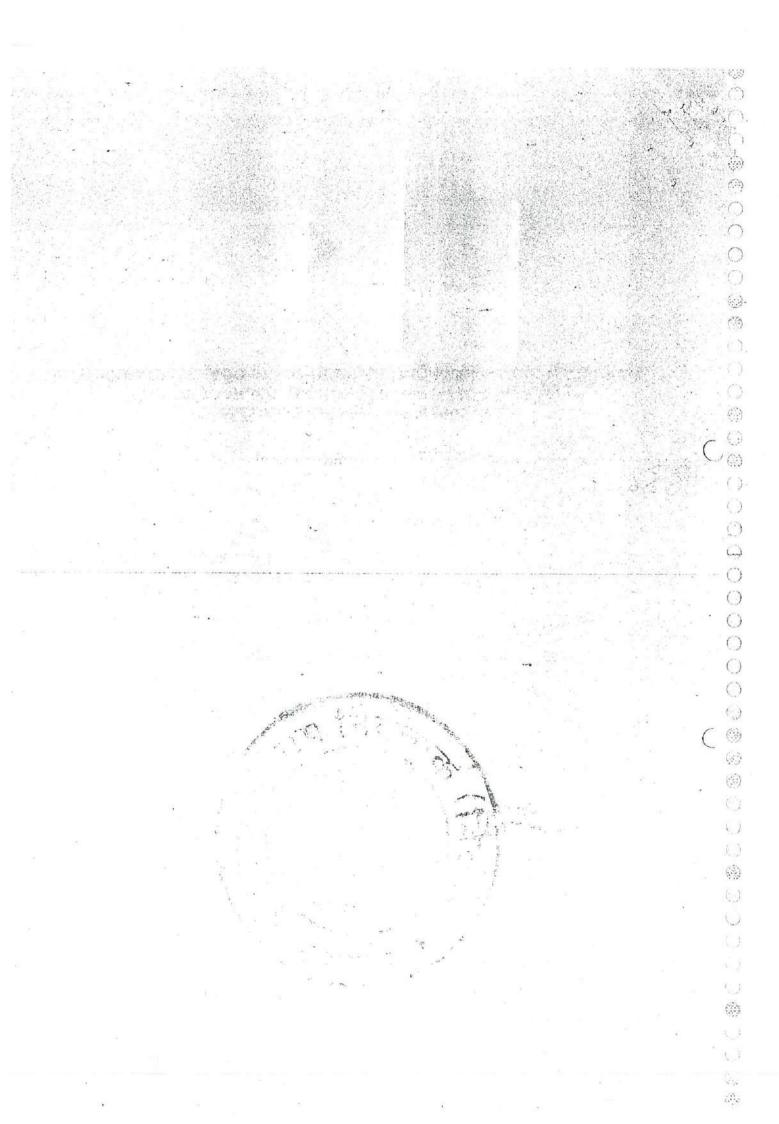
- Business

THIS TRANSFER DEED is executed between Mehinder Properties Private Limited a company incorporated under the Companies Act

Authorised Stansfor

Machinear Proportion Pat. Lio.

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1956, having its office at 114/2, Ashram, Mathura Road, New Delhi through its Authorised Signatory Mr. Sanjeev Kumar Singh son of Shri Lalta Singh (herein after referred to as "Transferor", which expression shall mean and include its legal representatives, successors, administrators, nominees and assignees etc.) of the One Part And ANS Developers Private Limited, a company incorporated under the Companies Act 1956, having its office at 308, Tulsiani Chambers, Nariman Point, Mumbai through its Authorised Signatory Syed Anwar Mahmood Rizvi son of Shri Mahmood Ali Rizvi (hereinafter referred to as "Transferee", which expression shall mean and include its legal representatives, successors, administrators, nominees and assignees etc.) of the Other Part,

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AND WHEREAS Transferor had purchased plot of land measuring 1.813 Hectare bearing Khasra Nos. 107, 118, 132Ka, 156Ka, 157, 158, 159, 309, 369, 433Ka, 442Ka, 576, 579 676, 728, 761 & 774 situate at Village Baghamau, Tehsil, Pargana & Distt. Lucknow vide various registered sale deeds registered in the office of Sub-Registrar-II, Lucknow details of which herein:

- Plot of Land Khasra No. 157 measuring 0.0690 Hectare vide registered sale deed dated 07.02.2007 registered in Book No. I, Zild No. 6379 on pages 131 to 162 on Sl. No. 1310 dated 07.02.2007.
- Plot of Land Khasra No. 107 & 132Ka measuring 0.1900 Hectare vide registered sale deed dated 09.01.2007 registered in Book No. I, Zild No. 6308 on pages 207 to 238 on Sl. No. 239 dated 09.01.2007.
- Plot of Land Khasra No. 118 measuring 0.1010 Hectare vide registered sale deed dated 22.12.2006 registered in Book No. I, Zild No. 6274 on pages 51 to 110 on Sl. No. 11912 dated 22.12.2006.

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- 4. Plot of Land Khasra No. 156Ka measuring 0.1830 Hectare vide registered sale deed dated 08.01.2007 registered in Book No. I, Zild No. 6305 on pages 305 to 334 on Sl. No. 194 dated 08.01.2007.
- Plot of Land Khasra No. 158 measuring 0.0690 Hectare vide registered sale deed dated 16.01.2007 registered in Book No. I, Zild No. 6324 on pages 01 to 30 on Sl. No. 477 dated 16.01.2007.
- Plot of Land Khasra No. 159 measuring 0.0690 Hectare vide registered sale deed dated 07.02.2007 registered in Book No. I, Zild No. 6379 on pages 163 to 192 on Sl. No. 1311 dated 07.02.2007.
- Plot of Land Khasra No. 309 measuring 0.1290 Hectare vide registered sale deed dated 22.01.2007 registered in Book No. I, Zild No. 6340 on pages 251 to 276 on Sl. No. 727 dated 22.01.2007.
- 8. Plot of Land Khasra No. 369, 433Ka, 442Ka, & 728 measuring 0.2983 Hectare vide registered sale deed dated 10.01.2007 registered in Book No. I, Zild No. 6310 on pages 393 to 438 on Sl. No. 278 dated 10.01.2007.
- Plot of Land Khasra No. 576 measuring 0.0850 Hectare vide registered sale deed dated 22.12.2006 registered in Book No. I, Zild No. 6273 on pages 85 to 116 on Sl. No. 11900 dated 22.12.2006.
- 10.Plot of Land Khasra No. 579 measuring 0.1080 Hectare vide registered sale deed dated 25.11.2006 registered in Book No. I, Zild No. 6201 on pages 237 to 288 on Sl. No. 10889 dated 25.11.2006.
- 11.Plot of Land Khasra No. 676 & 761 measuring 0.1970 Hectare vide registered sale deed dated 22.01.2007 registered in Book No. I, Zild No. 6340 on pages 211 to 250 on Sl. No. 726 dated 22.01.2007.

Mahinder Properties Pvt. Ltd.

Authorised Signature

ANS Developers (P) Ltd.

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12.Plot of Land Khasra No. 774 measuring 0.3140 Hectare vide registered sale deed dated 12.02.2007 registered in Book No. I, Zild No. 6389 on pages 01 to 48 on Sl. No. 1457 dated 12.02.2007.

AND WHEREAS the Transferee Company is the Parent company and the Transferor Company is its Subsidiary company and a certificate to this effect have been issued by the Registrar of Companies, NCT of Delhi & Haryana, New Delhi vide its letter No. ROC/Misc./2895 dated 05.06.2014,

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AND WHEREAS the meeting of Board of Directors of Transferor company was held and necessary resolution was passed in its board meeting Dated 30 June 2014 for transferring the above said Land in favour of its Holding Company namely ANS Developers Pvt. Limited

AND WHEREAS as per Government Notification No. M-599/X-501, dated 25/03/1942 there is no need to pay stamp duty in the matters where as company transfers its immoveable property to its holding company having more than 99% share holding of the issued share capital of the subsidiary company and therefore the transfer deed executed between the Transferor and the Transferee is exempted from stamp duty,

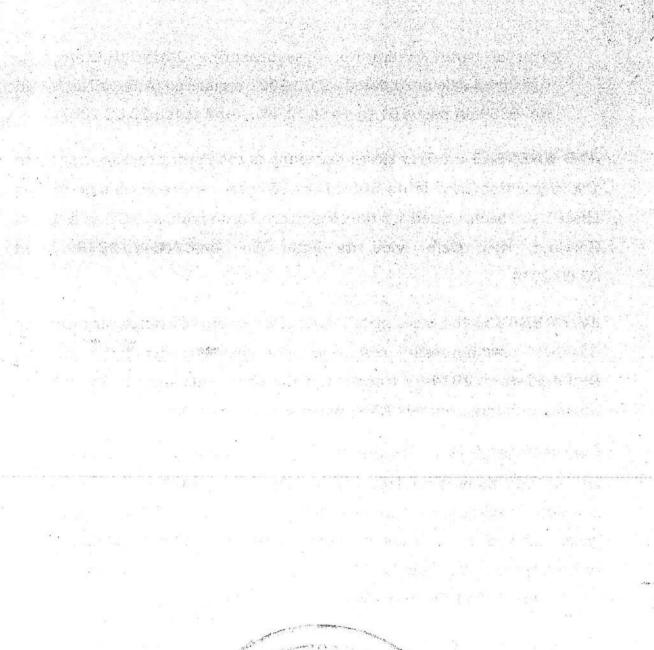
AND WHEREAS the transfer is being made between Holding company and Subsidiary company which is exempted from payment of stamp duty as per the policy of the said Government notification,

NOW THIS DEED OF TRANSFER WITNESSETH AS UNDER:

Marinton Properties Called

1. That in pursuance of the said resolution of Board of Directors the Transferor doth hereby transfers, conveys, and assigns the total land which had purchased by the Transferor situated at Village Baghamau, Pargana, Tehsil & Distt. Lucknow, (hereinafter referred as the "Said Land") more & fully described

ANS Developpe (P) Ltd.



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in the Schedule of property is given in at the foot of this deed to the Transferee to hold and enjoy the same without any hindrance, interruption or interference from anybody whomsoever.

- 2. That the Transferor have subsisting and marketable title on the said land has been transferred/assigned by the Transferor to the Transferee
- 3. That the said land is free from all litigation or any other type of disputes or obligation.
- 4. That the transfer of the said Land has been made free from all acquisitions and requisitions proceedings.
- 5. That the Transferee shall be entitled to get its name mutated in the revenue records or before any authority or authorities concerned on the basis of these presents and the Transferor shall ensure its full co-operation as required under law in any of the proceedings which may be necessary for mutation in the name of the Transferee in the official records with respect to the abovesaid plot of land.
- 6. That the Transferor has on this day of execution of the present deed delivered the actual peaceful vacant possession of the abovesaid plots of land hereby transferred/assigned and enjoyed by the Transferor to hold the same unto the Transferee and Transferee has acknowledged the same.
- 7. That from this date of deed, the Transferee shall be responsible for compliance of all the rules and regulations issued by the Central Government, State Government or any Local Authority in respect of the total land transfer under this deed.

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ANS Developers (I) Lto.

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- 8. That the Transferee shall perform all work in accordance to the Provisions of law and shall be responsible for the same.
- 9. That the Transferor has agreed to provide all its assistance and help as and when required as per the provisions of law to assure this transfer more perfectly in favour of Transferee.

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- 10. That this deed is exempted from Stamp Duty as per Government Notification No. M-599/X501 dated 25.03.1942 issued under clause 9 (1) (a) of Appendix x 11 of the Indian Stamp 'Act, 1899, as the Transferee company being Parent company having more then 99% share holding of issued share capital of the Transferor company, The Certificate as required under the said notification has been issued by the Registrar Of Companies, NCT of Delhi & Haryana vide letter No. ROC/Misc./2895 dated 05.06.2014.
- 11. That since the Transferor is the Subsidiary Company and Transferee Company is its Parent/Holding the instrument does not attract any stamp duty which is exempted as per the said Government Notification No. vide item 54 of Notification No. M.599/X-501 date 25;3.1942, financial department, Lucknow.

SCHEDULE OF PROPERTY

Plot of Land Khasra Nos. 107, 118, 132Ka, 156Ka, 157, 158, 159, 309, 369, 433Ka, 442Ka, 576, 579 676, 728, 761 & 774 measuring 1.813 Hectare situated at Village Baghamau, Tehsil, Pargana & Distt. Lucknow along with permissible FSI thereon bounded us under:-

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Boundaries Khasra No. 107

East : Khasra No. 105 & 106

West : Khasra No. 108

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North : Khasra No. 130 & 132

South : Khasra No. 101 & 102

Boundaries Khasra No. 118

East: Khasra No. 117

West : Chakroad & Khasra No. 119

North: Khasra No. 112

South: Chakroad, Khasra No. 80 & 81

Boundaries Khasra No. 132Ka

East: Khasra No. 156

West : Khasra No. 130 & 131

North: Khasra No. 131

South: Khasra No. 105 & 107

Boundaries Khasra No. 156Ka

East : Khasra No. 155 & 157

West : Khasra No. 139 & 140

North: Khasra No. 139 & 140

South: Khasra No. 139 & 140

Boundaries Khasra No. 157

East: Khasra No. 153

West : Khasra No. 140 & 156

North: Khasra No. 158

South: Khasra No. 155

Boundaries Khasra No. 158

East: Khasra No. 153

West : Khasra No. 140

North: Khasra No. 159

South: Khasra No. 157

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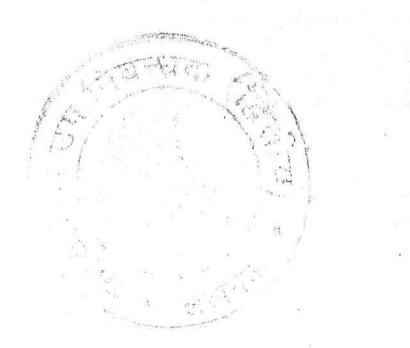
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Boundaries Khasra No. 159

East : Khasra No. 153

West: Khasra No. 140

North: Khasra No. 161

South: Khasra No. 158

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Boundaries Khasra No. 309

East : Khasra No. 308 & 310

West: Khasra No. 325

North: Khasra No. 310, 312 & 324

South: Khasra No. 367 & 369

Boundaries Khasra No. 369

East : Chakroad

West: Khasra No. 367

North: Khasra No. 309

South: Khasra No. 368 & 370

Boundaries Khasra No. 433Ka

East: Khasra No. 435

West : Khasra No. 431 & 432

North: Khasra No. 434

South: Khasra No. 430

Boundaries Khasra No. 442Ka

East: Khasra No. 437

West: Khasra No. 443

North : Khasra No. 441 & 446

South: Khasra No. 434

Boundaries Khasra No. 576

East: Khasra No. 599

West: Khasra No. 568

North: Khasra No. 575

South: Khasra No. 577

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Boundaries Khasra No. 579

East : Khasra No. 594

West : Khasra No. 564 & Chakroad

North: Khasra No. 578

South: Khasra No. 580

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Boundaries Khasra No. 676

East : Khasra No. 686 & 687

West : Khasra No. 674 & 677

North: Khasra No. 683 & 748

South: Khasra No. 675

Boundaries Khasra No. 728

East : Khasra No. 780 & 781

West : Khasra No. 733 & 734

North: Khasra No. 729

South: Khasra No. 783

Boundaries Khasra No. 761

East: Khasra No. 763

West: Khasra No. 759

North: Khasra No. 762

South: Khasra No. 763

Boundaries Khasra No. 774

East: Khasra No. 777

West: Khasra No. 773

North: Khasra No. 228

South: Khasra No. 729

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March 196

IN WITNESS WHEREOF the Transferor and Transferee have put their respected signature on this deed of Transfer on this 31 day of March, 2015 at Lucknow.

WITNESSES:

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Mamnder Properties Pvt. Lta.

Authorised Signatory

TRANSFEROR

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ANS Developer (P) Lie

TRANSFEREE

Drafted by:

(Arun Khanna)

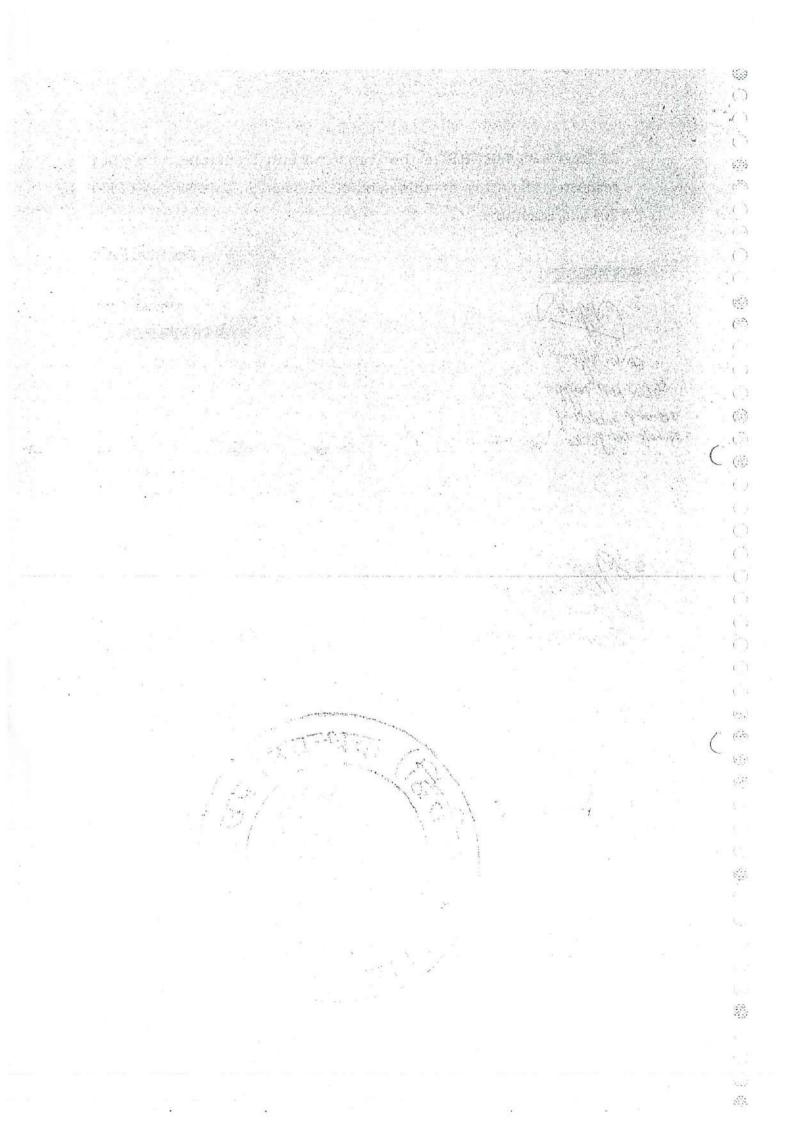
Advocate

Civil Court, Lucknow

Typed by:

(Ram Sanehi)

Civil Court, Lucknow



GOVERNMENT OF INDIA,
MINISTRY OF CORPORATE AFFAIRS,
O/O REGISTRAR OF COMPANIES
NCT OF DELHI & HARYANA,
4TH FLOOR, IFCI TOWER, 61, NEHRU PLACE,
NEW DELHI-110019.

No. ROC/Mise/_2895

(Tel No. 26235703/4/5 Fax No. 26235702)

5-6-2016

MEHINDER PROPERTIES PRIVATE LIMITED, 144/2, Ashram Mathura Road, DELHI-110014

Sub: Subsidiary - Holding relationship between M/s. Mehinder Properties Private Limited & ANS Developers Private Limited - reg.

D/Sir(s),

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I am to refer to your letter dated 08.05.2014 on the subject cited above and to say that Mehinder Properties Private Limited (the company) was incorporated on 29.06.2004. As per its latest Annual Return made upto 30.09.2013 filed with this office on 21.11.2013, the followings are the shareholders of the company:-

a. M/s. ANS Developers Private Limited : 9,999 shares
b. M/s. Shalimar Corp. Limited : 1 share
TOTAL : 10,000 shares

Accordingly, the captioned company becomes a subsidiary of ANS Developers Private Limited, which is holding more than 99% share capital of the captioned company.

The above information is based upon the Annual Return made upto 30.09.2013 and Affidavit of Shri Anwar Mahmood Rizvi, Director of ANS Developers Private Limited furnished along with its letter referred to above and thereafter this office is not aware about any change in shareholding pattern of the said companies, if any.

In terms of the provisions of section 610 of the Companies Act, 1956, the required information/document(s) can also be accessed from the Ministry's website www.mca.gov.in. or certified copy of the said documents can also be obtained on payment of prescribed fee. Also refer to the provision of section 4 of the Companies Act, 1956 in the matter.

This letter is issued on the request of the concerned authority/company. In case, this letter is produced for the purpose of exemption from payment of revenue, the concerned Department may take appropriate action on the merits of the case under the relevant laws, rules, regulations and due diligence without prejudice to the facts mentioned in this letter.

Yours sincerely,

(MANMORAN JUNEJA)
REGISTRAR OF COMPANIES,
NCT OF DELHI & HARYANA

Mahinder Properties Pvt. Ltd.

Customed Signatory

ANS Developers (M) Ltd.

(Authorized Signetory)

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- 37. Instrument of release referred to in Section 48 of the Indian Merchant Shipping Act, 1923 (XXI of 1923) Duty remitted.
- 38: Award of arbitrators in any dispute in which a cooperative society in Uttar Pradesh is a party. Duty remitted.
- 39. Agreement between an employer and a workman employed by or under him, regarding the payment of compensation under the Workmens' Compensation Act, 1923 (VIII of 1923). Duty remitted.
- 40. Duty reduced on mortgage deed, being a collateral or auxiliary or additional security or being by way of further assurance where the principal or preliminary security is duty stamped in any case in which the sum secure in excess of Rs. 20,000 to the amount of duty which would be chargeable under Article 40(c) of the Schedule I-B of the Stamp Act. If the sum secured was Rs. 20,000.
 - 41. Instrument cancelling a will. Duty remitted.
- 42. Indemnity bond executed in pursuance of paragraph 8 of Royal Air Force Instructions (India) No. 33 of 1935 by a non-entitled person undertaking passenger flights in accordance with clause (iii) of paragraph 7 thereof. Duty remitted.
- 42 A. Agreement or memorandum of agreement relating to the hire of a bicycle for a period of less than a week. Duty remitted.
- 43. Certificate of shares of the Reserve Bank of India, Nos. 13-1 to B-27942, C-1 to C-23890, D-1 to D23000 and R-1 to R-3157, dated March 26, 1935. Duty remitted.
- 44. Transfer to Government of shares of the Reserve Bank of India under Clause (II) of Section 4 of the Reserve Bank of India Act, 1934 (II of 1934). Duty remitted.
- 45. Instrument evidencing transfer of property between companies, limited by shares as defined in the Indian Companies' Act, 1913, in a case—
 - (i) where at least 90 per cent of the issued share capital of the transferee company is in the beneficial ownership of the transferor company or
 - (ii) where the transfer takes place between a parent company and a subsidiary company one of which is the beneficial owner of not less than 90 per cent of the issued share capital of the other, or
 - (iii) where the transfer takes place between two subsidiary companies, of each of which, not less than 90 per cent of the share capital is in the beneficial ownership of a common parent company:

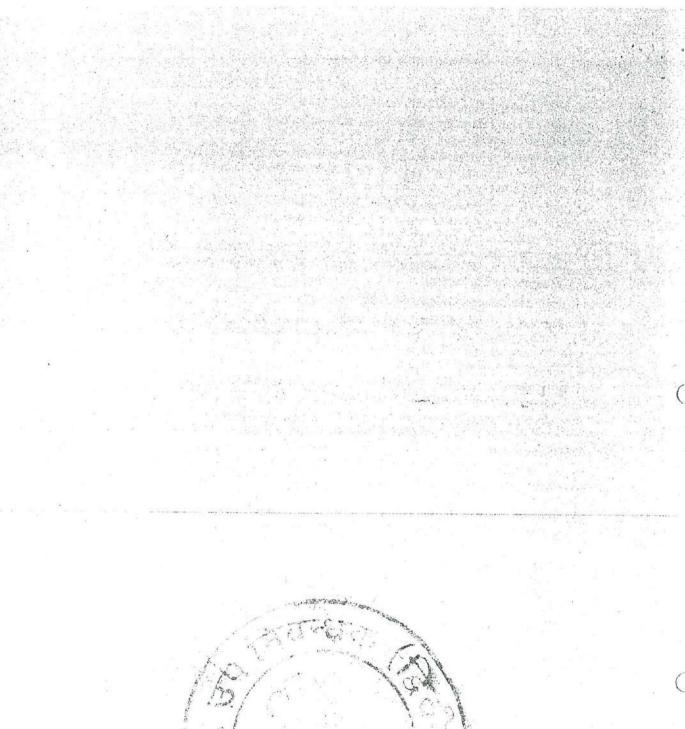
Provided that a certificate is obtained by the parties to the instrument from the Registrar, Joint Stock Companies, Uttar Pradesh Duty remitted.

Mahinder Properties Pvt. Ltd.

Authorised Elignator

ANS Developers (P) Lic.

(Authorized Signatory)



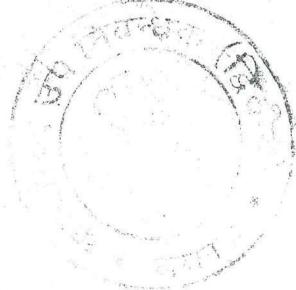
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Mehinder Properties Private Limited

Registered Address: 144/2, ASHRAM MATHURA ROAD, DELHI-110014
Corporate Office: 11th Floor, Shalimar Titanium, Vibhuti Khand, Gomti Nagar, Lucknow-226010
CIN: U70101DL2004PTC127254; Email ID: ansdevelopers@yahoo.in; Telephone: +91-522-4030444

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF COMPANY HELD ON JUNE 30, 2014

"RESOLVED THAY Mr. Sanjeev Kumar Singh S/o Lalta Singh be and is hereby authorised to negotiate with M/s ANS Developers Private Limited in connection with the various formalities for transfer of leasehold rights of Property bearing Khasra Nos. 107, 118, 132KA, 156KA, 157, 158, 159, 309, 369, 433KA, 442KA, 576, 579,676, 728, 761 &774 in favour of ANS Developers Private Limited.

"FURTHER RESOLVED THAT Mr. Sanjeev Kumar Singh be and is hereby authorised to execute all the necessary legal documents or supplemental Agreement or any other documents/s as may be required by any concerned authority for completing various formalities for transfer of leasehold rights of their aforesaid in favour of M/s ANS Developers Private Limited.

"RESOLVED FURTHER THAT Mr Sanjeev Kumar Singh be and is hereby authorized to do all such acts, deeds and things and to sign all such documents and writings as may be necessary, expedient and incidental thereto to give effect to this resolution and for matter connected therewith or incidental thereto."

"RESOLVED FURTHER THAT the aforesaid power entrusted to the said official shall be valid and effective unless revoked earlier by the Board or shall be exercisable by him so long as he is in the concerned to the Company."

"RESOLVED FURTHER THAT all acts, deeds, things, matters, etc. as aforestated shall be deemed to be valid and enforceable only if they are consistent with the instant resolution as may be relevant in this case and that the Board shall not be responsible for any acts beyond the scope of the aforestated powers done by Mr Sanjeev Kumar Singh, and such invalid, illegal acts, and acts done beyond the scope of powers granted in this Resolution shall not bind the Company against any third parties or before any authorities in any manner and that the Board shall not be answerable in that behalf."

"RESOLVED FURTHER THAT a certified copy of the resolution be given to anyone concerned or interested in the matter."

FOR MEHINDER PROPERTIES PRIVATE LIMITED

Specimen Signature of Mr Sanjeev Kumar Singh

//Certified True Copy//

DIRECTOR

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Anwar Mahmood Rizvi

DIN 00282595

401 / 24, Abdul Aziz Nagar Road, Mehmood Nagar Nakkhas,

Lucknow,226001

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Village: Baghamau, Pargana, Tehsil & District: Lucknow

Khasra No. 118

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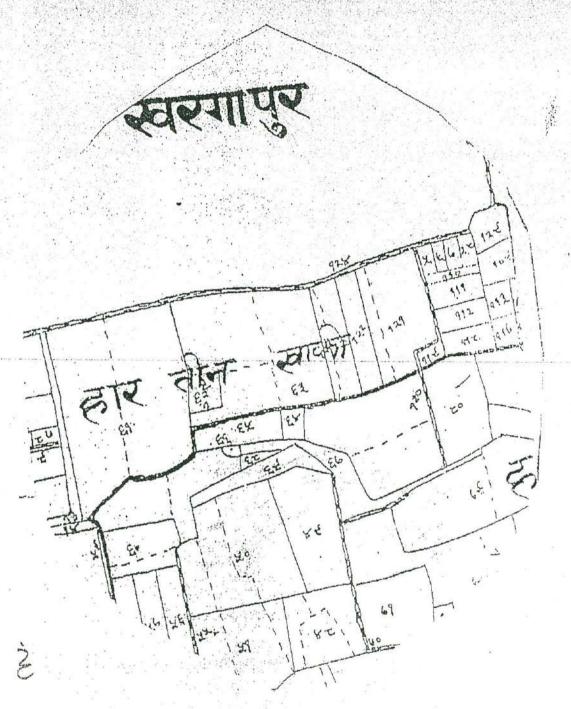
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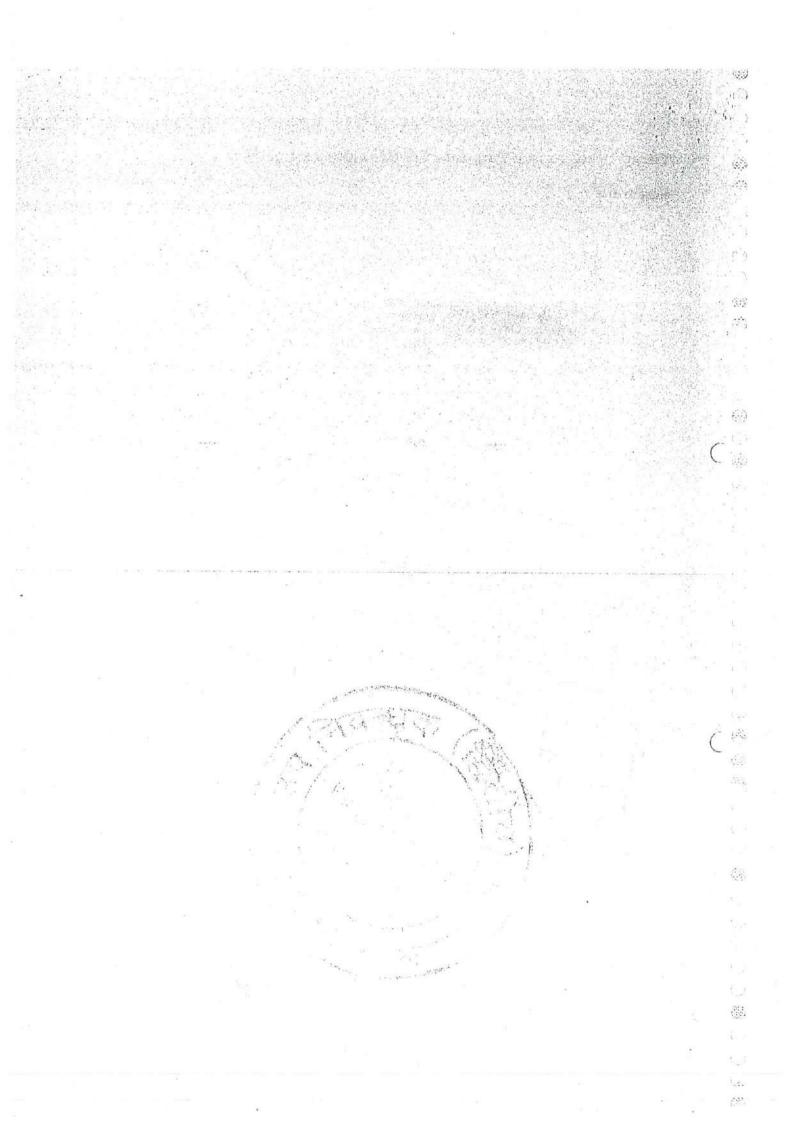


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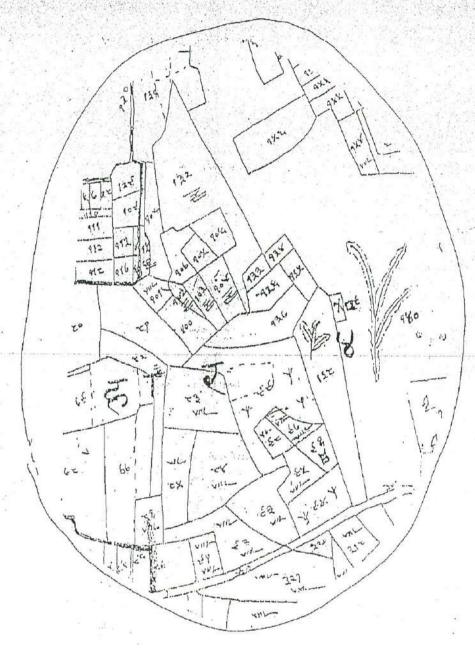
Authorsed Signator Transferor ANS Developers (P) Ltd.

(Authorized Signatory)

Transferee



Village: Baghamau, Pargana, Tehsil & District: Lucknow Khasra No. 107 and 132Ka



Mahinder Propenies Pvt. Liu,

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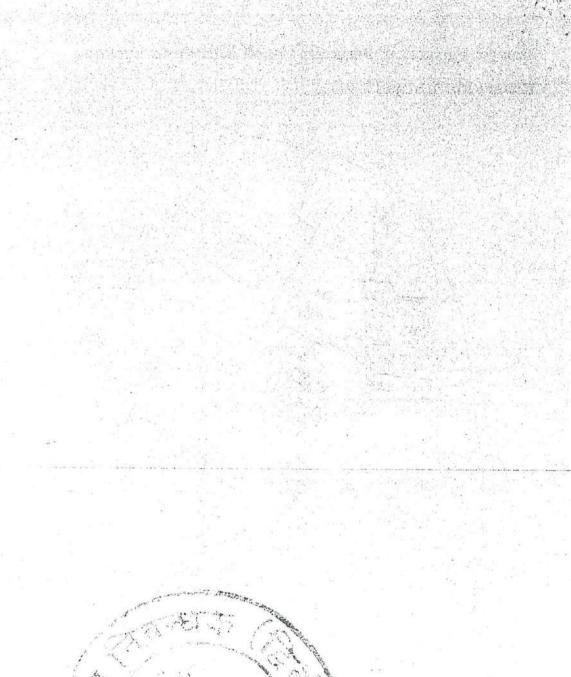
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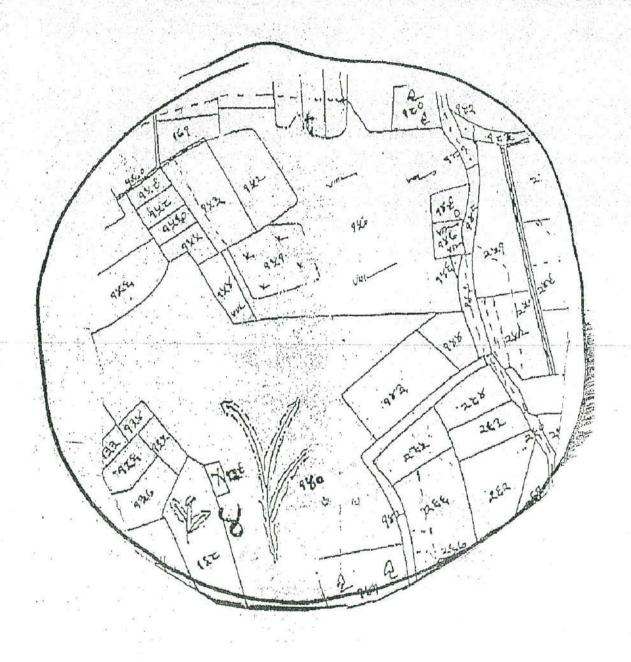
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Village: Baghamau, Pargana, Tehsil & District: Lucknow

Khasra No. 156Ka, 157, 158 and 159

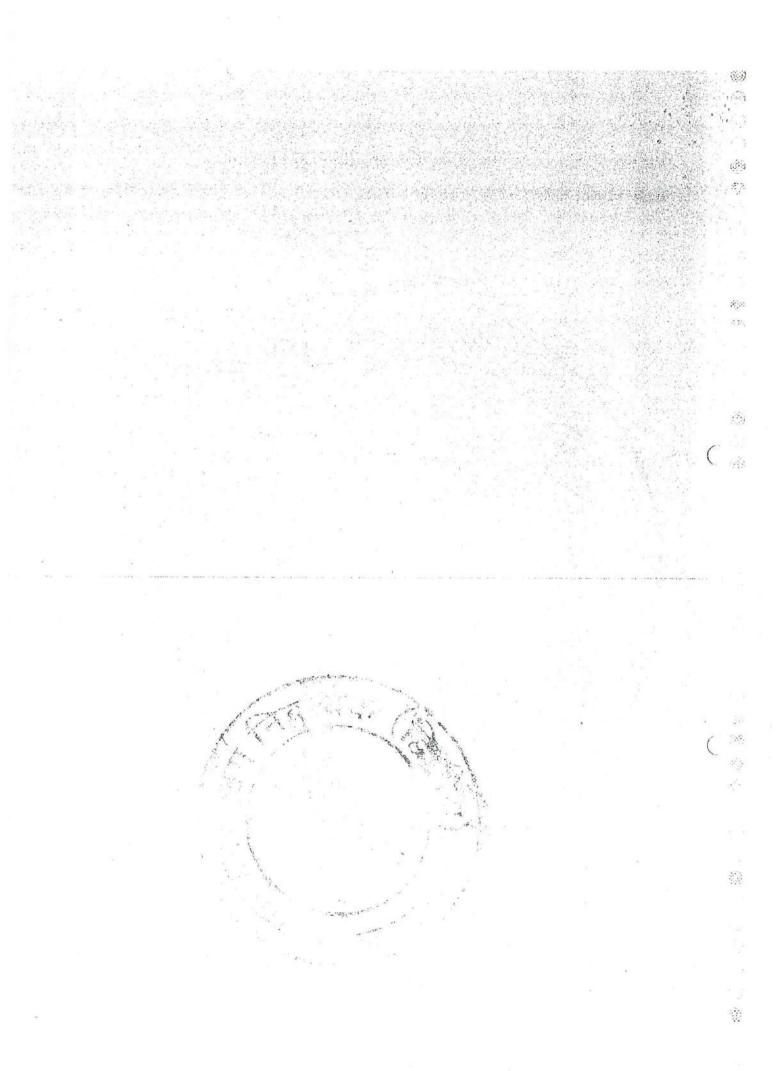


Mahindar Propenties Pvt. Ltd.

Transferor

ANS Developers (9) Ltn.
(Authorized Eignethy)

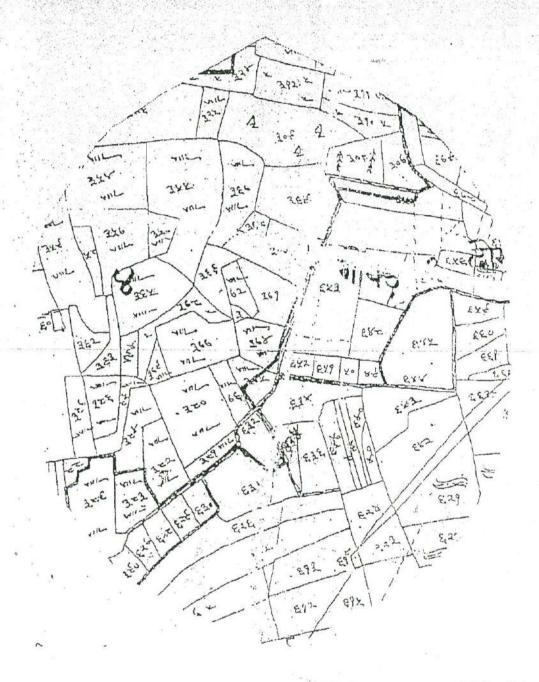
Transferee



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Village: Baghamau, Pargana, Tehsil & District: Lucknow

Khasra No. 309 and 369



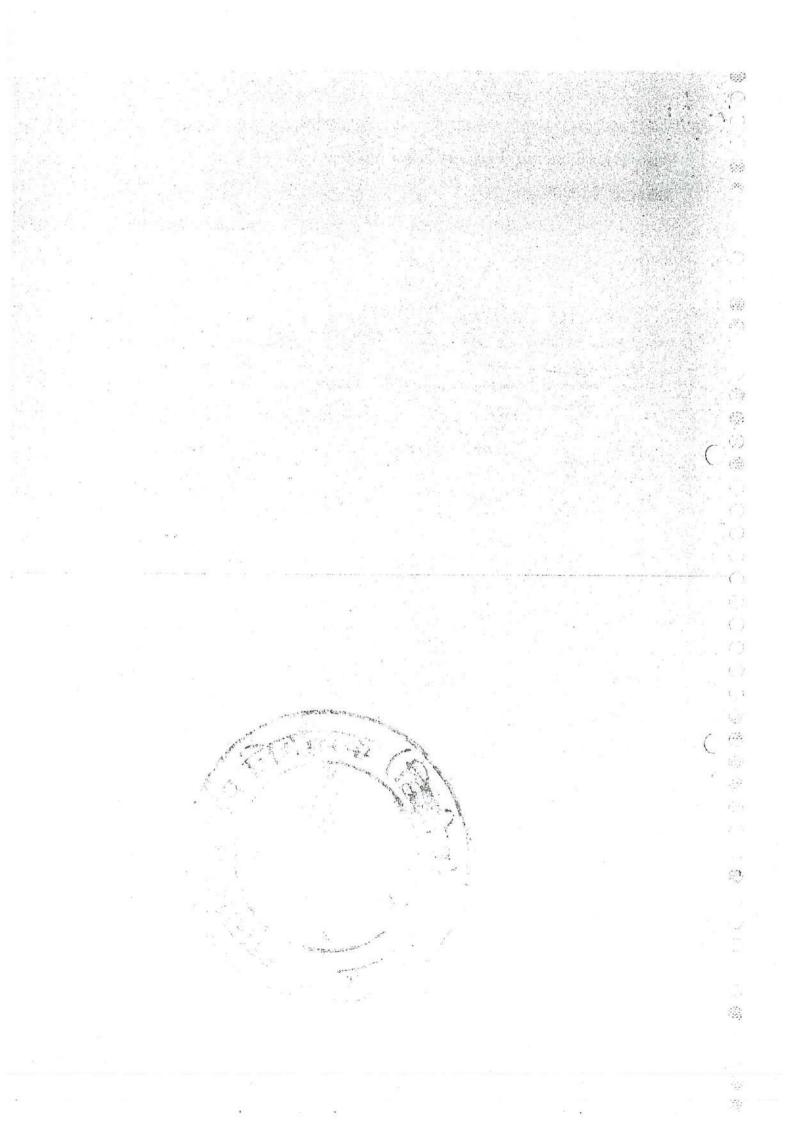
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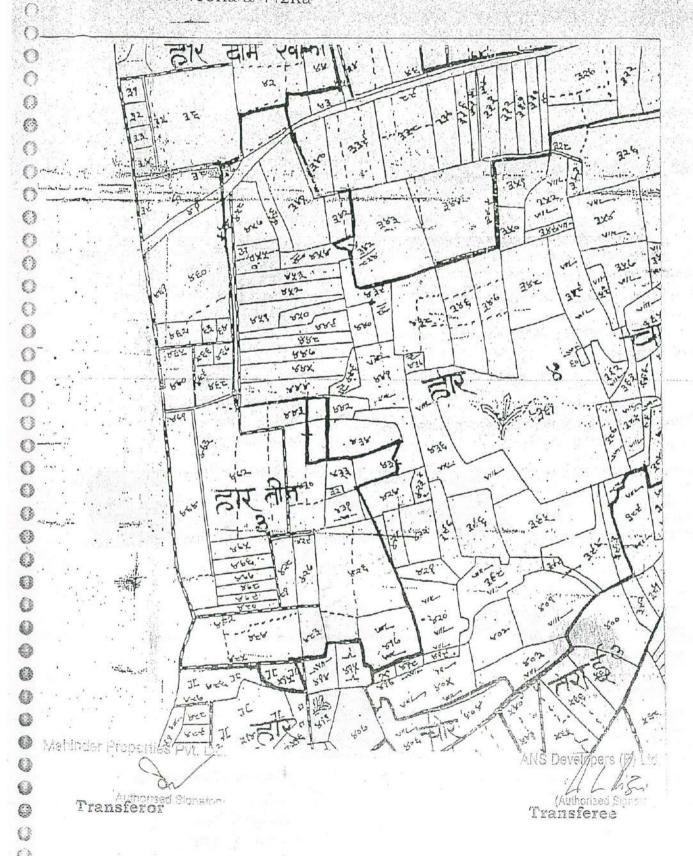
Transferee



Village: Baghamau, Pargana, Tehsil & District: Lucknow

Khasra No. 433Ka & 442Ka

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महिन्दर प्रापाट्रीज प्रा.लि.द्वारा अधि.ह.संजीव कुमार सिह

लालता सिह

व्यवसार व्यापार

निवासी स्थायी 14/2, आश्रम मथुरा रोड न्यू दिल्ली अस्थावी पता

ने यह लेखपत्र इस कार्यालय में

दिनांक 1/4/2015

1:36PM

वजे निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राजेश कुमार (प्रभारी) उप-निबन्धक (द्वितीय)

लखनऊ

1/4/2015

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि छ, प्रलेखानुसार उक्त विक्रेता

महिन्दर प्रापाट्रीज प्रा.ति.द्वारा अधि.ह.संजीव कुमार सिह

पुत्र श्री लालता सिह

पेशा व्यापार -

निवासी 114/2, आश्रम मथुरा रोड न्यू दिल्ली

एएनएस डे.प्रा.लि.द्वारा अधि ह.सैय्यद अनवर महमूद

पेशा व्यापार

निवासी 308 ,तुलुसानी चेम्बर ,नरीमन प्वाइन्ट मुम्बई

ने निप्पादन स्वीकार किया ।

जिनकी पहचान श्री ए.के.निगम

पुत्र श्री एच.पी.निगम

पंशा पाई.नोकरी

विद्यासी नारंग बिल्डिंग अशोक मार्ग लखनंज

व श्री

नीरज सिह

• पुत्र श्री

मान सिह

Prest. व्यापार

सिद्धारी जियाभुदः लखनक

नेकी।

प्रचर्धनाः भइ साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

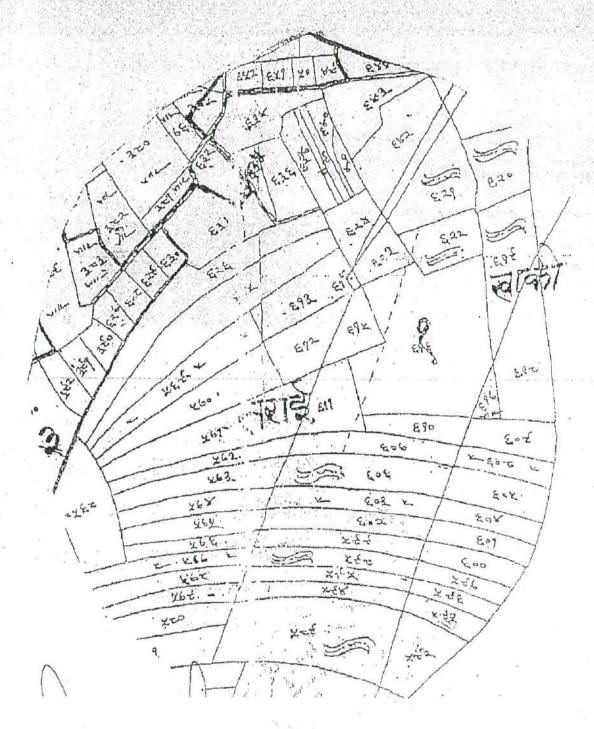
रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राजेस कुमार (प्रभारी) उप-निबन्धक (द्वितीय)

लखनक

Village: Baghamau, Pargana, Tehsil & District: Lucknow

Khasra No. 576 and 579



Mahinder Properties PVI. L.L.

Transferor

ANS Developers (PALto.

Transferee

विक्रेता

Registration No.: 4251

Year:

2,015

Book No.:

0101 महिन्दर प्रापाट्रीज प्रा.लि.द्वारा अधि.ह.संजीव कुंमार सिह

लालता सिंह

114/2 , आश्रम मधुरा रोड न्यू दिल्ली

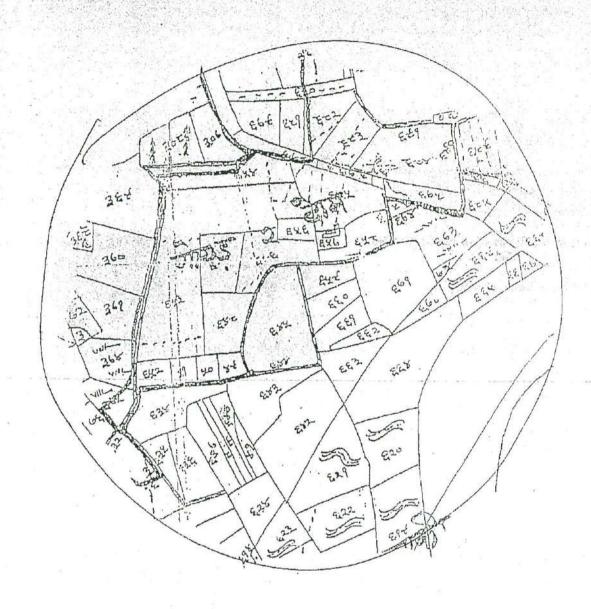
व्यापार





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Village: Baghamau, Pargana, Tehsil & District: Lucknow Khasra No. 676



Mahinder Properties Pvt. Lto.

Transferor

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ANS Developers (7) Ltd.

(Authorized Signatory)

Transferee

केता

Registration No. :

4251

Year:

2,015

Book No.:

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308 ,तुलसानी चैम्बर ,नरीमन प्वाइन्ट मुम्बई

व्यापार







Village: Baghamau, Pargana, Tehsil & District: Lucknow

Khasra No. 728, 761 and 774

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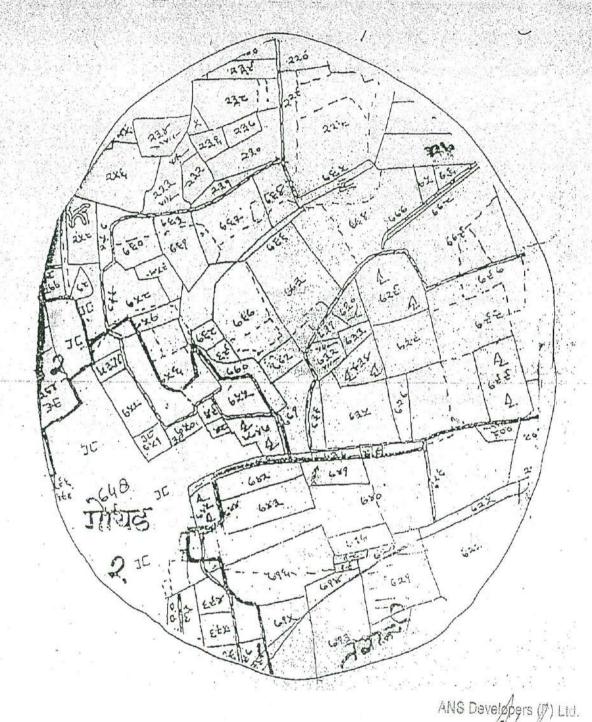
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Mahinder Properties Pvt. Liv.

Authorised Signatory Transferor (Authorized Signal)

Transferee

आज दिनांक <u>01/04/2015</u> को बही सं. <u>1</u> जिल्द सं. <u>16603</u> पृष्ठ सं. <u>215</u> से <u>256</u> पर कमांक <u>4251</u>

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकृरण अधिकारी के हस्ताक्षर

राजेश कुमारण(प्रभारी)

उप-निबन्धक (द्वितीय)

लखनऊ

1/4/2015