क्रता अथवा पार्थी द्वारा रखा जाने वाला **।**

बन्धक (द्वितीय)

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प्रार्थना पत्र प्रस्तुत करने का दिनांक

11-Dec-2013

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11-Dec-2013

ट्रीकरण अधिकारी के हस्ताक्षर



Government of Uttar Pradesh e-Stamp

Certificate No.

Certificate Issued Date Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

SHCIL (FI)/ upshcil01/ LUCKNOW/ UP-LKN

SUBIN-UPUPSHCIL0100203057877012L

INDIA NON JUDICIAL

A S G INFRATECH PVT LTD

IN-UP00184001119473L

95-Dec-2013 12:17 PM=

Article 31 Exchange of property

LAND KHASRA NO. 147 SALE AREA 0.1585 HECT SITUATED AT

VILLAGE ARDAUNA MAU, LUCKNOW

(Zero)

PUSHKAR PROJECTS PVT LTD

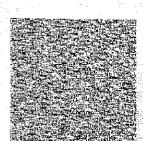
A S G INFRATECH PVT LTD

ASGINFRATECH PVT LTD

3.68.000

(Three Lakh Sixty Eight Thousand only)

19690







Please write or type below this line.



ushkar Projects, Pvt. Ltd.

Auth-Signatory

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Nature of Document

: Exchange Deed

Valuation

: Rs 52,53,000/-

Stamp Duty

: Rs 3,68,000/-

BRIEF DESCRIPTION OF PROPERTY SCHEDULE - A

Type of Land 1. Agriculture/Residential

2. Ward/ Pargana Lucknow

3. Mohalla/ Village Ardaunamau & Sarsawa Lucknow.

4. **Detail of Property** Part of Khasra No.13Min,31,32Min,

46Min,133Min,139,141Min measuring 664 Sq Mt (0.0664 Hect)

situated in Village-Ardaunamau. Lucknow & Khasra No 280, area measuring 530 Sq Mtr. (0.0530 Hect.) situated in Village Sarsawa, Lucknow.

Total area 1194 Sq Mt (0.1194 Hect)

5. Unit of measurement: Hectare/Sq Mt

6. Location of Road 100 mtr. away from Shaheed Path &

Sultanpur Road

7. Detail of others

(9 mtr. wide Road/ Corner)

No

Part of Khasra No.13Min, 31, 32Min, 46Min,133Min,139,141Min area measuring 664 Sq Mt (0.0664 Hect) situated in village Ardaunamau, Lucknow & Khasra 280, area measuring 530 Sq Mt (0.0530 hect) situated in Village Sarsawa, Lucknow.

For Pushkar Project

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Boundaries of Khasra No. 13Min,

East - Owner of Plot khasra No.14

West - Owner of Plot khasra No.12

North - Owner of Plot khasra No. other

South - Owner of Plot khasra no. 20

Boundaries of Khasra No. 31 & 32Min.

East - Owner of Plot khasra no. 24 & 25

West - Owner of Plot khasra no. 30 & 35

North - Owner of Plot khasra no. 26 & 30

South - Owner of Plot khasra no. 33

Boundaries of Khasra No. 46Min,

East - Owner of Plot khasra no. 53 & 48

West - Nala

North - Owner of Plot khasra no. 45

South - Owner of Plot khasra no. 47

Boundaries of Khasra No. 133Min,

East - Owner of Plot khasra no. 131 & 189

West - Owner of Plot khasra no. 137 & 134

North - Owner of Plot khasra no. 132 & 129

South - Nali & Owner of Plot khasra no. 137

Boundaries of Khasra No. 139

East - Owner of Plot khasra no. 137

West - Owner of Plot khasra no. 141 & 144

North - Owner of Plot khasra no. 140 & 139

South - Owner of Plot khasra no. 162 & 138

Boundaries of Khasra No. 141Min.

East - Owner of Plot khasra no. 139

West - Owner of Plot khasra no. 145 & 144

North - Owner of Plot khasra no. 142 & 143

South - Owner of Plot khasra no. 160

For Pushkar Projects, Po

Auth. Signatory

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Boundaries of Khasra No. 280,

East - Owner of Plot khasra no. 281

West - Owner of Plot khasra no. 264

North - Chak Road 16 ft wide

South - Owner of Plot khasra no. 283

BRIEF DESCRIPTION OF PROPERTY SCHEDULE - B

1. Type of Land Agriculture/Residential

2. Ward/ Pargana Lucknow

3. Mohalla/ Village Ardaunamau, Lucknow.

4. Detail of Property: Khata Khatauni 00036 &

00078 fasli year 1418-

1423 of Khasra No.147

Min., area admeasuring

1214 Sq Mt (0.1214

Hec.) is being exchanged situated in

Village

Ardaunamau, Lucknow,

5. Unit of measurement Hectare/ Sq Mtr.

6. Location of Road 100 mtr. away from

> Shaheed Path &

Sultanpur Road

7. Detail of others No

(9 mtr. wide Road/ Corner)

Boundaries of Khata Khatauni No. 00036 & 00078, Khasra No.147 min, situated in Ardaunamau, Lucknow.

East Khasra No 148,149,150

West Border of village Sarsawa

North Khasra No.145,146,157

South Khasra No 151

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For Pushkar Projects Pvt. Ltd.

Signators

DEED OF EXCHANGE

THIS DEED OF EXCHANGE is made and executed on this 6th day of December, 2013.

BETWEEN

ASG INFRATECH PVT. LTD., having its registered office at 102, R-20, Pratap Complex, Main Vikas Marg, Sakarpur, Delhi, through its Authorized Signatory, Mr Himanshu Pandey S/o Shri R.A.Pandey,residing at 9/365,Indira Nagar,Lucknow duly authorized through a resolution passed on 14/09/2013 by the Board of the company (hereinafter referred to as the "FIRST PARTY" which expression unless repugnant to the context shall mean and always mean and include its successors, legal representatives, administrators, executors and assigns) of the FIRST PART.

AND

PUSHKAR PROJECTS PVT. LTD., having its registered office at 17–B, MGF House, Asaf Ali Road, NewDelhi-110002 through its Authorized Signatory, Mr. Ashu Bajpeyi son of Sri R.C. Bajpeyi R/o 1A, Brahmapuri, Lucknow, duly authorized through a resolution passed on 14/11/2013 by the Board of the company (hereinafter referred to as the "SECOND PARTY" which expression unless repugnant to the context shall mean and always mean and include its successors, legal representatives, administrators, executors and assigns) of the SECOND PART.

And

(1) Smt. Kamala alias Kanti wife of Ialla daughter of Iate Sri Krishna R/o Guwari, pargana Tehsil & District Lucknow (2) Smt Malti wife of Kallu Yadav D/o Late Sri Krishna R/o Jiyamau, pargana Tehsil & District Lucknow (3) Anjaki D/o Late Gyan Chandra Grand daughter of Late Sri Krishna R/o Sarsawa, Pargana, Tehsil & District Lucknow which expression unless repugnant to the context shall mean and always mean and include its successors, legal representatives, administrators, executors and assigns) of the THIRD PART (hereinafter referred to as the "CONFIRMING PARTY")

First Party and Second Party shall be collectively referred to as Parties.

For ASG Introdech Pvt. Ltd. For Pushkar Projects Pvt. Ltd. Contd

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WHEREAS the First Party has purchased part No.13Min,31,32Min,46Min,133Min,139,141Min area measuring 0.0664 Hect situated in village Ardaunamau, Lucknow. Khata Khatauni No. 00068, Fasali year 1418-1423 situated in Village Ardaunamau, Tehsil and District Lucknow, measuring area 0.0664 hect., from Shivshankar Singh through sale deed dated 12/02/2013 registered on Bahi No.1, zild No. 13577, on pages 347 to 372, at serial No 2073 in the office of Sub Registrar-II, Lucknow & Khasra No 280 Khata Khatauni No. 00050, Fasali year 1414-1419 situated in Village Sarsawa, Tehsil and District Lucknow, measuring area 0.053 hect., from Shripal through sale deed dated 28/02/2013 registered on Bahi No.1, zild No. 13644. on pages 01 to 72, at serial No 2979 in the office of Sub Registrar-II, Lucknow and by virtue of the aforesaid sale deed, the First Party (ASG Infratech Pvt. Ltd.) has become the absolute owner and bhumidhar / possession of the aforesaid property. The name of the First Party has got mutated & endorsed in the revenue record i.e. Khatauni dated 03/08/2013, Fasli Year 1418-1423 vide order dated 27-07-13 & Khatauni dated 30/07/13, Fasli Year 1414-1419 vide order dated 10/04/13 (hereinafter referred to as the "SAID PROPERTY") more clearly detailed and described in the Schedule A at the end of this deed.

AND WHEREAS original, Kundan was the bhumidhar of the khasra no. 280 area admeasuring 0.0530Hec. situated in Village Sarsawa, Pargana Tehsil & District Lucknow. After the death of Kundan, the name of Shripal son of Parmeshwar was endorsed as legal heir of Late Kundan vide order dated 19.02.2013 and on the basis of inheritance, the name of Shripal son of Parmeshwar was mutated. Thereafter, Shripal sold the said property to ASG Infratech Pvt. Ltd. and by virtue of the sale deed dated 28.02.2013 registered on Bahi No.1, zild No.13644, page 1 to 72 Sl. no. 2979 before the office of Sub Registrar-II, Lucknow the said property has been mutated in the name ASG Infratech Pvt. Ltd. Ltd. vide order dated 07.05.2013 as per Khata khatauni no. 00050, Khatauni Fasli Year 1414-1419.

AND WHEREAS the confirming party, being the other legal heirs of the Late Kundan, hereby confirm and undertakes that they have no objection & shall have no claim in future in respect of the khasra no.

For Pushkar Projects, Pvt. Ltd.

Auth. Signatory

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280 area admeasuring 530 Sq Mt(0.0530 hect) situated in Village Sarsawa, Pargana Tehsil & District Lucknow. That the confirming party has no legal right as they withdrawn the case from the Court of Tehsildar Nyayik, Lucknow. The Case No. 2397/11-12 U/s 210 of LR Act was dismissed by the order passed by Tehsildar Nyayik, Lucknow on 12.11.2013

AND WHEREAS the Second Party is the lawful owner in possession of Khasra no 147 min area admeasuring 0.212 Hec. Having Khata Khatauni No 00036 & 00078 fasli year 1418-1423 situated in Ardaunamau, Tehsil and District Lucknow from Krishnpal & others through sale deeds dated 07/11/06 & 09/11/06 registered on Bahi No.1, zild No.6160, page 1 to 64 Sl. no. 10281 & Bahi No.1, zild No._6166, page 1 to 34 Sl. no. 10361 before the office of Sub Registrar-II, Lucknow and by virtue of the aforesaid sale deed, the Second Party (Pushkar Projects Pvt Ltd.) has become the absolute owner and bhumidhar / possession of the aforesaid property. The name of the Second Party has got mutated & endorsed in the revenue record i.e. Khatauni Fasli Year 1412-1417 vide order dated 20/12/06 & 28/12/06. (Hereinafter referred to as the "SAID LAND") more clearly detailed and described in the Schedule B at the end of this deed,

AND WHEREAS both the parties have assured each other that their respective properties are free from all encumbrances like sale, gift, mortgage, assignment, transfer, exchange, court attachment etc. and there is no legal dispute in respect of their respective properties hereby being exchanged. Both the parties also assured each other that they have good, valid, subsisting, unencumbered, marketable and transferable rights, interest and title in respect of their respective properties.

AND WHEREAS both the parties are of the opinion that in case the properties referred to above are exchanged by them they would be able to use and utilize the same in a much better manner and for their own benefit.

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants contained in this Exchange Deed both the Parties have agreed to exchange the properties afore mentioned on terms and conditions herein below mentioned:

1. That the First Party hereby conveys and transfers by way of exchange their all rights, title and interests held by it in the land situated within revenue estate of village Ardaunamau & Sarsawa as mentioned in detail in Schedule 'A' absolutely in favour of inaust.

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10° m m For Pushkar Projects, Pvt. Ltd.

Auth. Signatory

the Second Party and the Second Party has become full fledged and lawful owner in possession of **Schedule 'A'** land along with all rights appurtenance thereto.

- 2. That in consideration of the First Party transferring its rights, title and interest in the Schedule A land in favour of the Second Party, the Second Party hereby conveys and transfers it's all rights, title and interests in the land situated within revenue estate of village Ardaunamau as mentioned in detail in Schedule 'B' absolutely in favour of the First Party and the First Party has become full fledged and lawful owner in possession of Schedule 'B' land alongwith all rights appurtenance thereto.
- 3. That the parties have handed over the vacant possession of the said Land to the respective Parties with all its rights and privileges so far held and enjoyed by the parties concern prior to his exchange deed for ever free from all encumbrances whatsoever. That hereafter the First Party shall not have any rights, title and/or interest in the **Schedule A** Land written hereunder which now stands transferred to and vested in favour of the Second Party absolutely to the exclusion of all person/s claiming any rights under or through the First Party. Similarly, the Second Party shall not have any rights, title and/or interest in the **Schedule B** Land written hereunder which now stands transferred to and vested in favour of the First Party absolutely to the exclusion of all person/s claiming any rights under or through the Second Party.
- 4. That Second Party shall be entitled to use and utilize Schedule A Land in any manner deemed fit by it and the First Party undertakes not to raise any objection to the same.
- 5. That the both parties have assured each other that they hold a clear, legal and marketable title in respect of Land detailed above given in exchange. Both parties have further assured each other that the Land referred to above are free from all types of encumbrances, acquisition proceedings, charges, taxes, liens, restraint orders, attachments etc. and no litigations or dispute whatsoever is pending in respect of the same before any court or authority. Both parties have also assured each other that they have not entered into any prior agreement of

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For Pushkar Projects Pvt. Ltd.

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- transfer in favour of any third party relating to the Land being given in exchange.
- 6. That both parties undertake that in case any outstanding amount or due, taxes, charges or liens etc. up to the date of execution of this exchange deed are discovered subsequently, in that event the concerned party who has given the Land in exchange shall be liable to clear/ pay off the same.
- 7. That if any person claims any right or privileges in respect of the **Schedule A** Land, it shall be rendered illegal and void by virtue of the present exchange deed and if the Second Party shall be deprived of the **Schedule A** Land or any portion thereof, by reasons of any defect in the title, the First Party undertakes to INDEMNIFY to the Second Party to the extent of such loss or losses as the case may be, from his other movable or immovable properties or from both, found in existence at that time.
- 8. That the Confirming Party has agreed and confirmed that they shall not claim any right or interest in any manner whatsoever relating to the Property khasra no. 280 area admeasuring 530 Sq Mt (0.0530 hect) situated in Village Sarsawa, Pargana Tehsil & District Lucknow and have relinquished all their right, title and interest over the said Property in any all manner whatsoever in favour of erstwhile owner.
- 9. That the First Party assures & undertakes that First party will get the name of the Second Party mutated in the revenue records or any other departments which are to be required for proper documentation at its own costs and expenses in respect of the Schedule A Land in favour of the Second Party.
- 10. That the First Party shall bear all expenses of stamp duty, registration charges/fee and all other misc. expenses in connection with the execution and registration of this exchange deed.
- 11. That in the event of any part of the aforesaid properties being lost by the party who has proceeded to acquire the Property in exchange on account of defective title of the party which has

For Pushkar Projects Pvt. Ltd.

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proceeded to give the Land in exchange, then the defaulting party shall recoup the other party for all such losses together with litigation expenses and all/any other expenses etc. as may be suffered by the party which has proceeded to acquire the property in exchange. However, if there is any area present or future, which is covered or will be covered under the ULCA, the First Party hereby ensure, undertakes & indemnify to the Second Party that the First Party shall do all acts & things at its own cost and expense to proclaim the urban ceiling land in favour of the party whose land has gone under Land Ceiling.

- 12. That it is mutually agreed that this deed in original shall be retained after registration by the Second Party who shall be bound to keep it in safe custody and shall be further bound to produce same whenever so requisitioned. First Party shall obtain and retain certified copy of the same.
- 13. THAT both the parties covenant with each other to do all future acts and deeds in respect of exchanged properties hereby exchanged as may be required for holding the said property with the respective parties from time to time, if there be any such need.
- 14. THAT the First Party and the Second Party have executed this Deed of Exchange in their sound disposition of mind without any pressure, compulsion, coercion, and undue influence from anyone whomsoever.
- 15. That both the Parties confirm that in case any approval or permission is required from any statutory authority for the execution of this Exchange Deed or transfer of land under this Exchange Deed, it shall be the responsibility of the First Party to get the approval from the said statutory authority at its own cost and expense.

THAT the permanent and present addresses of both the parties are same as described in the Exchange deed which are true and correct.

For Pushkar Projects Pvt. Ltd.

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- 17. THAT the said property of Lucknow is situated beyond 100 Meters from Shaheed Path.
- 18. THAT the said property of Lucknow is neither situated on 9 mtr. wide road nor on corner or two side roads.
- THAT the valuation of properties and computation of Stamp Duty are as under:-

A. VALUATION OF PROPERTY 'A'

Land Area of the Property Khasra No.280, measuring 530 Sq Mt(0.0530 hect) situated at Village Sarsawa, Lucknow, and circle rate of the land of the area is fixed at Rs 5400 per Sq Mt as fixed by the Collector Lucknow, as such valuation of the said land comes to Rs 28,62,000/-

Land Area of the part of Khasra No.13Min., 31, 32Min., 46Min., 133Min., 139, 141Min. Khata Khatauni No. 68, Fasali year 1418-1423 situated in Village Ardaunamau, Lucknow, measuring 664 Sq Mt (0.0664 hect) and circle rate of the land of the area is fixed at Rs 3600 per Sq Mt as fixed by the Collector Lucknow, as such valuation of the said land comes to Rs 23,91,000/-

Thus the total valuation of the property mentioned in Schedule 'A' comes to Rs. 52,53,000/-

B. VALUATION OF PROPERTY 'B'

Land Area of the Khata Khatauni No. 00036 & 00078 Khasra No.147 Min., situated in Ardaunamau, Lucknow measuring 1214 Sq Mt (0.1214 hect) rate of the area is fixed at Rs 3600 per Sq Mt as fixed by the Collector Lucknow for the first 1000 Sq Mt, comes to Rs 36,00,000/- & for rest 214 Sq Mt the rate applicable is 30% less of Rs 3600/- per Sq Mt i.e. Rs 2520/- per Sq Mt, which comes to Rs 5,40,000/- as such the total valuation of the said land comes to Rs 41,40,000/-

For Pushkar Projects, Pvt. Ltd.

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Thus the valuation of the property mentioned in Schedule 'A' comes to Rs 52,53,000/- It is higher than the property mentioned in the Schedule "B" Thus Stamp duty is being paid 3,68,000/- on this instrument by the First Party. The properties are being exchanged situated in two villages Sarsawa & Ardaunamau, Pargana Tehsil and District Lucknow.

SCHEDULE OF PROPERTY 'A'

Boundaries Part of Khasra No.13Min, 31, 32Min, 46Min, 133Min, 139, 141Min undivided share area measuring 664 Sq Mt (0.0664 hect) situated in village Ardaunamau, Lucknow & Khasra 280, area measuring 530 Sq Mt (0.0530 hect) situated in Village Sarsawa <u>Lucknow.</u>

Boundaries of Khasra No. 13Min,

East - Owner of Plot khasra no.14

West - Owner of Plot khasra no.12

North - Owner of Plot khasra no. other

South - Owner of Plot khasra no. 20

Boundaries of Khasra No. 31 & 32Min.

East - Owner of Plot khasra no. 24 & 25

West - Owner of Plot khasra no. 30 & 35

North - Owner of Plot khasra no. 26 & 30

South - Owner of Plot khasra no. 33

Boundaries of Khasra No. 46Min,

East - Owner of Plot khasra no. 53 & 48

West - . Nala

North - Owner of Plot khasra no. 45

South - Owner of Plot khasra no. 47

Boundaries of Khasra No. 133Min,

East - Owner of Plot khasra no. 131 & 189

West - Owner of Plot khasra no. 137 & 134

North - Owner of Plot khasra no. 132 & 129

South - Nali & Owner of Plot khasra no. 137

For Pushkar Projects Pvt. Ltd.

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Signatory

Boundaries of Khasra No. 139

East - Owner of Plot khasra no. 137

West - Owner of Plot khasra no. 141 & 144

North - Owner of Plot khasra no. 140 & 139

South - Owner of Plot khasra no. 162 & 138

Boundaries of Khasra No. 141Min,

East - Owner of Plot khasra no. 139

West - Owner of Plot khasra no. 145 & 144

North - Owner of Plot khasra no. 142 & 143

South - Owner of Plot khasra no. 160

Boundaries of Khasra No. 280,

East - Owner of Plot khasra no. 281

West - Owner of Plot khasra no. 264

North - Chak Road 16 ft wide

South - Owner of Plot khasra no. 283

SCHEDULE OF PROPERTY 'B'

Khata Khatauni No.00036 & Khata Khatauni No.00078, of . Khasra No.147Min., situated in Ardaunamau, Tehsil and District Lucknow measuring 1214 Sq Mt (0.1214 hect)., which Is bounded as under: -

Boundaries of Khata Khatauni No. 00036, & 00078 of Khasra No.147 Min, measuring 0.1214 hect., situated in Ardaunamau, Lucknow.

East

Khasra No 148,149,150

West

Border of village Sarsawa

North

Khasra No.145,146,157-

South

Khasra No 151

For ASG Transach Park LANG

For Pushkar Projects Pvt. Ltd.

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रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

100 राजेश कुमार (प्रभारी) उप-निबन्धक (द्वितीय)

प्रतिफल

फीस रजिस्ट्री

नकल व प्रति शुल्क

शब्द लगभग

श्री

ए एस जी इन्फ्राटेक प्रा.लि.द्रा.अधि.हस्ता.हिमाशुं पान्डेय

पुत्र श्री

आर.ए.पान्डेय

व्यवसाय नौकरी

निवासी स्थायी 9/365,इन्दिरा नगर,लखनऊ

अस्थायी पता

दिनांक

11/12/2013

ने यह लेखपत्र इस कार्यालय में बजे निबन्धन हेतु पेश किया।

3:47PM

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प्रथम पक्ष

द्वितीय पक्ष

लखनऊ

11/12/2013

श्री ए एस जी इन्फ्राटेक प्रा.लि.द्रा.अधि.हस्ता.हिमाशुं

पान्डेय

पुत्र श्री आर.ए.पान्डेय

पेशा नौकरी

निवासी 9/365,इन्दिरा नगर, लखनऊ

श्री पुष्कर प्रोजेक्टस प्रा.लि.द्रा.अधि.हस्ता.आशु बाजपेयी

पुत्र श्री आर.सी.बाजपेयी

पेशा नौकरी

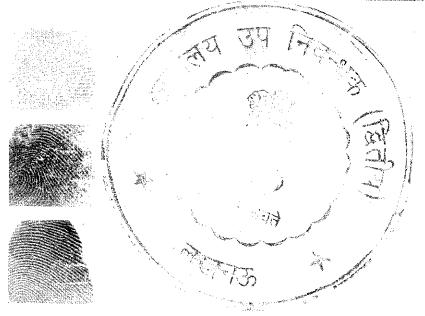
निवासी 1ए ब्रम्हपुरी लखनऊ



श्रीमती कमला उर्फ कान्ती कनफार्मिंग पार्टी पत्नीश्री लल्ला पेशा गृहिणी निवासी ग्वारी पर.तह.व जिला लखनऊ

श्रीमती मालती कनफार्मिंग पाठी पत्नी श्री कल्लू यादव पेशा गृहिणी निवासी सरसवाँ लखनऊ

श्रीमती अंजली कनफार्मिंग पाठी पुत्री श्री स्व.ज्ञान चन्द्र पेशा गृहिणी निवासी सरसवाँ लखनऊ



IN WITNESS WHEREOF the parties have here unto set and subscribed their respective hands & seals to this exchange deed on the day, month and Year first above written in the presence of the following witnesses who have signed these presents in the presence of the parties:

WITNESSES:

1. SUNIC SINGH S/O HARIHAR SINGH SARSHWAN ARTUNGANT

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FIRST PARTY :(1) PAN – AAJCA3265H

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For Pushkar Projects Pvt. Ltd.

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Typed by

(Sonu Balaji) Collectorate, Lucknow. Drafted by -

(Sarvesh Kumar Gupta)

Advocate

Collectorate, Lucknow.

Contd

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पेशा व्यापार

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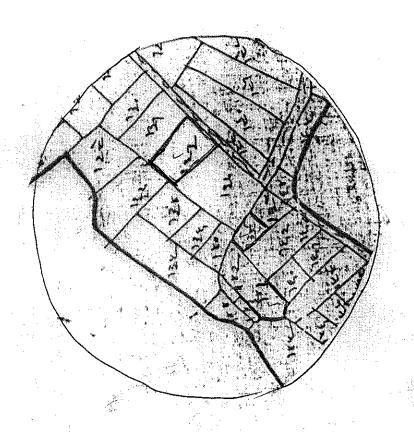


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For Pushkar Projects Pvt. Ltd.

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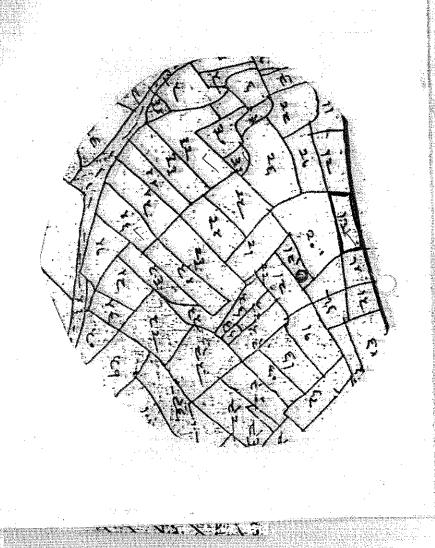
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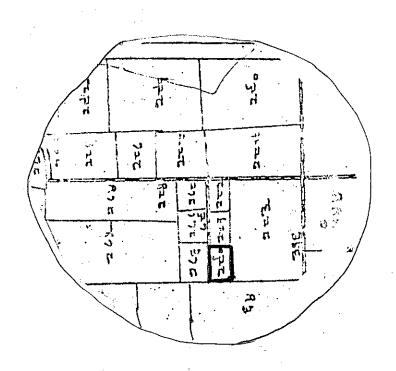
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रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राजेश कुमार (प्रभारी) उप निवन उप-निबन्धक (द्वितीय) लखनऊ 11/12/2013