SAR-195

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने पर

उपनिबन्धक सरोजनीनगर लखनऊ क्रम 2018367008233

आवेदन संख्या : 201801041012142

लेख या पावती पत्र प्रस्तुत करने का दिनांक 2018-10-11 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम प्रभात श्रीवास्तव

लेख का प्रकार विनिमय निलेख

प्रतिफल की धनराशि 0 / 0

1 . पंजीकरण शुल्क 20000

2 . प्रतिलिपिकरण शुल्क 100

3 . निरीक्षण या तलाश शुल्क

4 . मुख्तार के अधिप्रमाणी करण लिए शुल्क

5 . कमीशन शुल्क

6 . विविध

7 . यात्रिक भत्ता

1 से 6 तक का योग 20100

शुल्क वापस करने का दिनांक 2018-10-11 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश प्रमाण पत्र वापस करने के लिए तैयार होगा 2018-10-11 00:00:00

पंजीकरण अधिकारी के हस्ताक्षर

76 Nal 18

SAR-195

ADZE PROPERTIES PRIVATE LIMITED

(Regd. Off.:- 306-308, Square One, C-2, District Centre, Saket, New Delhi-110017)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY IN ITS MEETING HELD ON SEPTEMBER 19, 2018

"**RESOLVED THAT** the consent of the Board of Directors of the Company be and is hereby accorded to sign and execute exchange deed in respect of following land owned by the Company, admeasuring 1.1130 acres situated at Village Sarsawa, Lucknow:

Village	Khasra No.	Area in Acre
Sarsawa	267	0.5267
Sarsawa	267	0.0707
Sarsawa	267	0.5156
	Total	**1.1130**

With following land situated at Village Sarsawa, Lucknow:

Village	Khasra No.	Area in Acre	Owner's Name
Sarsawa	293	0.4052	M/s. Exuberent Enterprises Pvt. Ltd.
Sarsawa	190	0.0544	M/s. Exuberent Enterprises Pvt. Ltd.
Sarsawa	173	0.3879	M/s. Torento Exports Pvt. Ltd.
	Total	**0.8475**	

RESOLVED FURTHER Mr. Prashant Srivastava S/o Late Mr. B.N. Prasad, be is are hereby authorized and empowered, for and on behalf of the Company, to sign and execute the exchange deed and to certify, amend, submit, re-submit, any documents and papers as may be considered necessary and expedient in this regard and to appear before the concerned office of Sub-Registrar and/or any other concerned authority or any other officer or authority, for and on behalf of the Company and to do all acts, deeds and things as may be necessary and incidental in this regard in the best interest of the Company.

RESOLVED FURTHER THAT this authority granted in favour of Authorized Person is valid for a period of 6 (Six) months from the date of this resolution."

CERTIFIED TO BE TRUE
For Adze Properties Private Limited

Chandan Singh
Director

TORENTO EXPORTERS LLP

g. Office: L-22A, Tej Kumar Plaza, 75 Hazratganj, Lucknow-226001
LLPIN: AAD-2019, Email: sroger53@yahoo.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE GOVERNING BOARD OF TORENTO EXPORTERS LLP HELD ON 21ST DAY OF FEBRUARY, 2018 AT 11:30 A.M. AT ITS REGISTERED OFFICE OF THE LLP

Meeting of the Governing Board held to delegate relevant powers and authorities to Authorized Signatory Mr. Mukesh Dubey, for the execution of exchange deed for the exchange of land bearing khasra no. 173 measuring area 0.1570 hectare situated at Vill - Sarsawa, Tehshil - Sarojini Nagar, Lucknow standing in the name of Torento Exporters Private Limited (Later converted into Torento Exporters LLP) with the land bearing khasra no. 267 measuring area 0.2087 hectare situated at Vill - Sarsawa, Tehshil - Sarojini Nagar, Lucknow, standing in the name of ADZE Properties Private Limited or any other relevant documents/papers in relation execution of Exchange deed of aforesaid Khasra No. To give effect to the above the following resolution has been passed unanimously:

"**Resolved that** consent of the governing board of the LLP be and is hereby accorded for the execution of exchange deed for exchange of land bearing khasra no. 173 measuring area 0.1570 hectare situated at Vill - Sarsawa, Tehshil - Sarojini Nagar, Lucknow standing in the name of Torento Exporters Private Limited (Later converted into Torento Exporters LLP) with the land bearing khasra no. 267 measuring area 0.2087 hectare situated at Vill - Sarsawa, Tehshil - Sarojini Nagar, Lucknow, standing in the name of ADZE Properties Private Limited or any other relevant documents/papers in relation execution of Exchange deed of aforesaid land.

Resolved further that the exchange deed, draft of which was placed before the meeting duly initialed by the Chairman for the purpose of identification, be and is hereby approved.

Resolved further that Mr. Mukesh Dubey Authorized Signatory be and are hereby authorized,

(i) to further negotiate, execute and deliver the aforesaid exchange deed and other documents related or connected to the exchange deed;

(ii) to do all such acts, deeds and things which are considered necessary and incidental thereto including signing and executing documents;

(iii) to represent the company before any judicial, quasi-judicial, administrative, regulatory and other authorities for the purposes of registration of the exchange deed.

Certified True Copy
For M/S Torento Exporters LLP

TORENTO EXPORTERS LLP TORENTO EXPORTERS LLP

Designated Partner
(Vandana Agarwal)
Designated Partner
Din No. 01799351

Designated Partner
(Anand Kumar Agarwal)
Designated Partner
Din No. 00574957

BRIEF DESCRIPTION OF PROPERTY

SCHEDULE - A

1.	Type of Land	:	Agriculture
2.	Ward/ Pargana	:	Lucknow
3.	Mohalla/ Village	:	Sarsawa, Lucknow.
4.	Detail of Property	:	Khata No 00500 fasli year 1420-1425 part of Khasra No. 173, area admeasuring 0.1570 Hect. out of total area 0.3140 hect., situated at Village Sarsawa, Tehsil Sarojni Nagar, District Lucknow.
5.	Unit of measurement	:	Hectare
7.	Location of Road	:	100 mtr. away from Shaheed Path & Sultanpur Road
8.	Detail of others (9 mtr. wide Road/ Corner)	:	No

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Boundaries of Khasra No. 173

East	-	Chak Marg thereafter Khasra No. 172 and 196
West	-	Khasra No. 177 and 178
North	-	Khasra No.191/ Part of 173
South	-	Khasra No. 174 and 175

BRIEF DESCRIPTION OF PROPERTY

SCHEDULE - B

1.	Type of Land	:	Agriculture
2.	Ward/ Pargana	:	Lucknow
3.	Mohalla/ Village	:	Sarsawa, Lucknow.
4.	Detail of Property	:	Khata No 00606 fasli year 1420-1425 part of Khasra No. 267, area admeasuring 0.2040 Hect., out of total area 1.0780 hect., situated at Village Sarsawa, Tehsil Sarojni Nagar, District Lucknow.
5.	Unit of measurement	:	Hectare
7.	Location of Road	:	100 mtr. away from

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			Shaheed Path & Sultanpur Road
8.	Detail of others (9 mtr. wide Road/ Corner)	:	No

Boundaries of Khasra No. 267

East	-	Part of Khasra No 267
West	-	Part of Khasra No 267
North	-	khasra No 260
South	-	45 Mtr. wide Road

Nature of Document	: Exchange Deed
Valuation	: Rs.65,95,400/-
Stamp Duty	: Rs. 4,62,000/-

DEED OF EXCHANGE

THIS DEED OF EXCHANGE is made and executed on this 09th day of October, 2018 at Lucknow.

BETWEEN

TORENTO EXPORTERS PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act 1956 Now converted in **TORENTO**

TORENTO EXPORTERS LLP

Auth. Signatory

For ADZE PROPERTIES PVT. LTD.

Auth. Signatory

EXPORTERS LLP having its office at 16/17 G, Civil Lines, Kanpur, (current registered address is L-22 A, Tej Kumar Plaza, 75, Hazratganj, Lucknow – 226001) through its Authorised Signatory **SRI MUKESH DUBEY**, son of Sri R.S. Dubey, duly authorized through a resolution dated 21.02.2018, passed by board of Directors 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

ADZE PROPERTIES PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act 1956, having its registered office at 306-308,Square One, C-2 District Centre,Saket, New Delhi-110017 through its Authorized Signatory, **MR. PRASHANT SRIVASTAVA** son of Late Shri B.N. Prasad, duly authorized through a resolution passed on 19.09.2018 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.**

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

WHEREAS the First Party is the absolute owner and bhumidhar / possession of the property Khata No 00500 fasli year 1420-1425 part of Khasra No. 173, area admeasuring 0.1570 Hect. out of total area 0.3140 hect., situated at Village Sarsawa, Tehsil Sarojni Nagar, District Lucknow and its name is endorsed in the revenue record i.e. Khatauni (hereinafter referred to as the "Schedule A Land") more clearly detailed and described in the Schedule A at the end of this deed. The first party has purchased the said property from Om Prakash and Siyaram, through a registered sale deed dated 03.11.2014, regd. on 03.11.2014, in bahi No.1, Jild No.16028, on pages 397/416, at serial No. 18312, in the office of Sub-Registrar-II, Lucknow.

WHEREAS the Second Party is the absolute owner and bhumidhar / possession of the property Khata No 00606 fasli year 1420-1425 part of Khasra No. 267, area admeasuring 0.2040 Hect. out of total area 1.0780 hect., situated at Village Sarsawa, Tehsil Sarojni Nagar, District Lucknow, and its name is endorsed in the revenue record i.e. Khatauni (hereinafter referred to as the "Schedule B Land") more clearly detailed and

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described in the Schedule B at the end of this deed. The second party has purchased the said property from Mr. Harihar Singh, through a registered sale deed dated 21.06.2006, regd. on 21.06.2006, in bahi No.1, Jild No. 5841, on pages 177-444, at serial No. 5796, in the office of Sub-Registrar-II, Lucknow.

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 have 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

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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 all their rights, title and interests held by it in the land situated within revenue estate of village Sarsawa as mentioned in detail in Schedule 'A' i.e. Schedule A Land absolutely in favour of 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 exchange 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 all its rights, title and interests in the land situated within revenue estate of village Sarsawa as mentioned in detail in Schedule 'B' i.e. Schedule B Land 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.

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3. That simultaneous with execution and registration of this Exchange deed, the parties have handed over the vacant possession of the Schedule A Land and Schedule B Land to the respective Parties with all its rights and privileges so far held and enjoyed by the parties concerned prior to this 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 both the Parties shall be entitled to use and utilize the exchanged Land in any manner deemed fit by the parties and parties undertakes not to raise any objection to the same.

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5. That First Party has assured the Second Party that they hold a clear, legal and marketable title in respect of Schedule A Land detailed above given in exchange. They have also assured that the Land referred to above are free from all types of encumbrances, 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. The First Party has also assured the Second Party that they have not entered into any prior agreement of transfer/ Agreement to Sell or any agreement or document in favour of any third party relating to the Schedule A Land being given in exchange.

6. Similarly, the Second Party has assured the First Party that they hold a clear, legal and marketable title in respect of Schedule B Land detailed above given in exchange and assured that the Schedule B Land is 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. The Second Party has also assured the First Party that they have not entered into any prior

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agreement of transfer in favour of any third party relating to the Schedule B Land being given in exchange.

7. 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.

8. 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.

9. Similarly, if any person claims any right or privileges in respect of the Schedule B Land , it

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shall be rendered illegal and void by virtue of the present exchange deed and if the First Party shall be deprived of the Schedule B Land or any portion thereof, by reasons of any defect in the title, the Second Party undertakes to INDEMNIFY to the First 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.

10. That the Parties assures & undertakes to get their names mutated in the revenue records or any other departments which are to be required for proper documentation at their own costs and expenses in respect of the Schedule A Land & Schedule B Land, respectively.

11. That all the expenses of stamp duty, registration charges/fee and all other misc. expenses in connection with the execution and registration of this exchange deed shall be borne and paid by the second party exclusively.

12. That in the event of any part of the aforesaid properties being lost by either parties on account

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of defective title of the exchanged land, 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 whose land is lost due to defect in title. However, if any point of time any area is found under urban land ceiling, than both the parties hereby ensure, undertakes & indemnify to each other that they shall do all acts & things at their own cost and expense to proclaim the urban ceiling land in favour of the party whose land has gone under Land Ceiling.

13. 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 by the First Party. First Party shall obtain and retain certified copy of the same.

14. THAT both the parties covenant with each other to do all future acts and deeds in respect of exchanged properties hereby exchanged as may

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be required for holding the said property with the respective parties from time to time, if there be any such need.

15. 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.

16. 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 both the parties for their respective lands to get the approval from the said statutory authority at their own cost and expenses.

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

18. THAT the Schedule A Land and Schedule B Land is situated beyond 100 Meters from Shaheed Path.

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For ADZE PROPERTIES PVT. LTD.

Auth. Signatory

19. THAT the Schedule A Land and Schedule B Land of Lucknow is not on corner side and is more than 200 Metre away from Abadi.

20. The Schedule B land is situated on 45 mtr. Wide road. That proposed land for exchange offered by ADZE Properties Pvt. Ltd. is located after reducing the area of 45 mtrs. road constructed by the company. If any difference arise in calculating the area of road and the land at site, both the parties will settle the dispute amicably.

21. 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. 173, area admeasuring 0.1570 Hect. out of total area 0.3140 hect., situated at Village Sarsawa, Lucknow, the value of first 0.050 hect. Comes to 500 sq.mtr. x Rs.7000 = Rs.35,00,000/- the value of remaining 0.107 hect. Comes to 0.107 x Rs.2,01,00,000/- = Rs.21,50,700/-, thus the total market value of the land comes to Rs.56,50,700/-.

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B. VALUATION OF PROPERTY 'B'

Land Area of the Property Khasra No. 267, area admeasuring 0.2040 Hect. out of total area 1.0780 hect., situated at Village Sarsawa, Lucknow, the value of first 0.050 hect. Comes to 500 sq.mtr. x Rs.7000 = Rs.35,00,000/- the value of remaining 0.1540 hect. Comes to 0.1540 x Rs.2,01,00,000/- = Rs.30,95,400/-, thus the total market value of the land comes to Rs.65,95,400/-.

Thus the valuation of the property mentioned in Schedule 'B' is higher than the property mentioned in the Schedule 'A'. Thus Stamp duty is being paid Rs. 4,62,000/- on this instrument by the Second Party, through e-stamp.

SCHEDULE OF PROPERTY 'A'

Boundaries of Khata No 00500 fasli year 1420-1425 part of Khasra No. 173, area admeasuring 0.1570 Hect. out of total area 0.3140 hect., situated at Village Sarsawa, Tehsil Sarojni Nagar, District Lucknow.

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Auth. Signatory

For ADZE PROPERTIES PVT. LTD.

Auth. Signatory

Boundaries of Khasra No. 173

East - Chak Marg thereafter Khasra No. 172 and 196
West - Khasra No. 177 and 178
North - Khasra No.191/ Part of 173
South- Khasra No. 174 and 175

SCHEDULE OF PROPERTY 'B'

Boundaries of Khata No 00606 fasli year 1420-1425 part of Khasra No. 267, area admeasuring 0.2040 Hect., out of total area 1.0780 hect., situated at Village Sarsawa, Tehsil Sarojni Nagar, District Lucknow.

Boundaries of Khasra No. 267

East - Part of Khasra No 267
West - Part of Khasra No 267
North - khasra No 260
South - 45 Mtr. Wide Road

IN WITNESS 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

TORENTO EXPORTERS LLP
Auth. Signatory

For ADZE PROPERTIES PVT. LTD.
Auth. Signatory

witnesses who have signed these presents in the presence of the parties:

WITNESSES:

1. Ankit Singh
Ankit Singh
S/o Mr. Gyan Singh
37 Kalyani Vihar
Kanta, Lucknow.

2. Karan
Karan Gupta
Adv.
Civil Court
Lko

FIRST PARTY

For ADZE PROPERTIES PVT. LTD.

Auth. Signatory

SECOND PARTY

Typed by : -

(Vimal Singh)
Civil Court, Lucknow.

Drafted by : -

(Atul Mishra)
Advocate
Civil Court, Lucknow.

विनिमय विलेख

प्रतिफल- 0 स्टाम्प शुल्क- 462000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 20000 प्रतिलिपिकरण शुल्क - 100 योग : 20100

श्री ए०डी०जेड०ई० प्रॉपर्टीज प्राइवेट लिमिटेड द्वारा
प्रशान्त श्रीवास्तव अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री स्वै० बी०एल० प्रसाद
व्यवसाय : नौकरी
निवासी: 306-308, स्क्वायर वन, सी-2, डिस्ट्रिक्ट सेन्टर, साकेत नई दिल्ली-110017

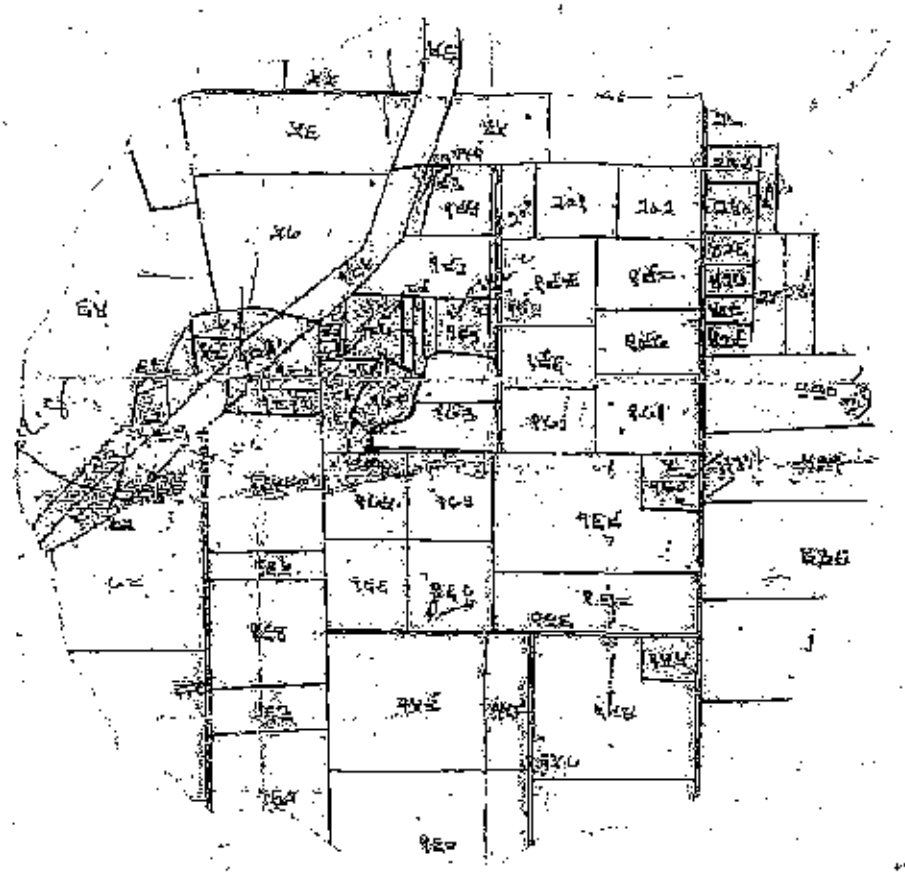
श्री, ए०डी०जेड०ई० प्रॉपर्टीज प्राइवेट लिमिटेड द्वारा प्रशान्त श्रीवास्तव अधिकृत पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनॉक 11/10/2018 एवं
02:01:21 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

निर्मल सिंह
उप निबंधक :सरोजनीनगर
लखनऊ
11/10/2018

राजेश यादव
कनिष्ठ सहायक (निबंधन) - नियमित



TORONTO EXPORTERS LLP

Auth. Signatory

For ADZE PROPERTIES PVT. LTD.

Auth. Signatory

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि व प्रलेखानुसार उक्त

प्रथम पक्ष: 1

श्री टोरेन्टो एक्सपोर्टस प्राइवेट लिमिटेड के द्वारा मुकेश दुबे, पुत्र श्री आर०एस० दुबे

निवासी: 16/17 जी, सिविल लाइन्स, कानपुर

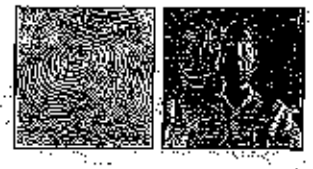
व्यवसाय: नौकरी

द्वितीय पक्ष: 1

श्री ए०डी०जेड०ई० प्रॉपर्टीज प्राइवेट लिमिटेड के द्वारा प्रशान्त श्रीवास्तव, पुत्र श्री स्व० बी०एन० प्रसाद

निवासी: 306-308, स्क्वायर वन, सी-2, डिस्ट्रिक्ट सेन्टर, साकेत नई दिल्ली-110017

व्यवसाय: नौकरी



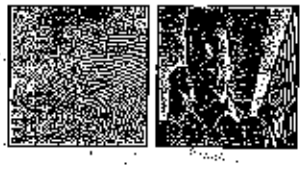
ने निष्पादन स्वीकार किया । जिनकी पहचान

पहचानकर्ता : 1

श्री अंकित सिंह, पुत्र श्री ज्ञान सिंह

निवासी: 252, बहादुरगंज, इलाहाबाद

व्यवसाय: नौकरी



पहचानकर्ता : 2

श्रीमती किरन गुप्ता, एडवोकेट

निवासी: सिविल कोर्ट, लखनऊ

व्यवसाय: वकालत

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

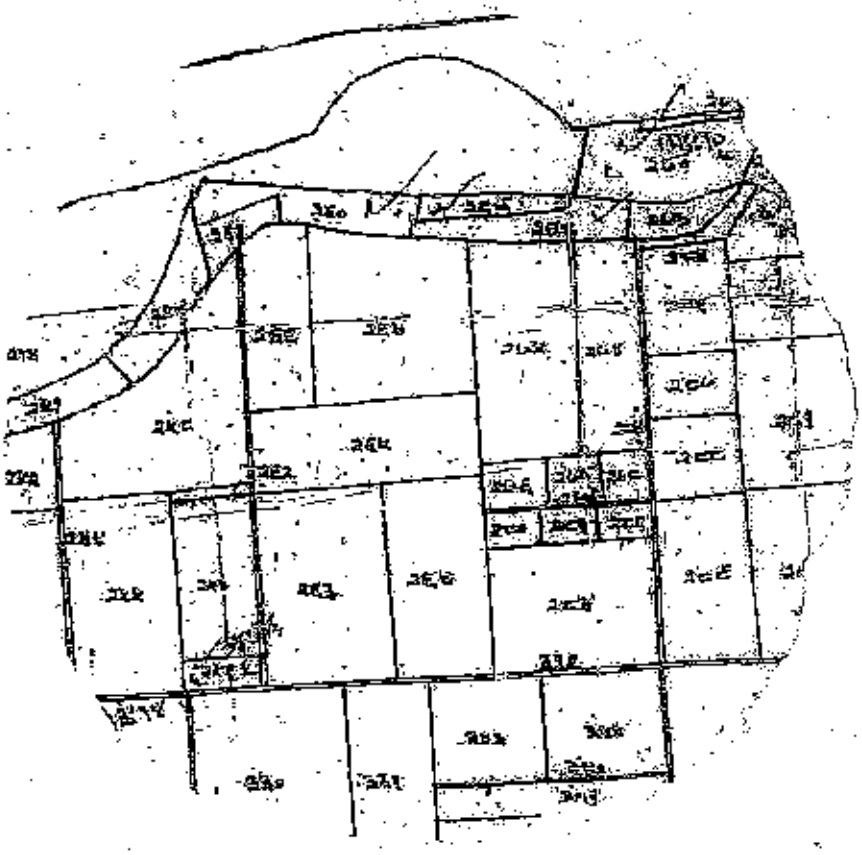
निर्मल सिंह
उप निबंधक: सरोजनीनगर
लखनऊ

ने की । प्रत्यक्षतः अद्य साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं ।

टिप्पणी :

राजेश यादव
कनिष्ठ सहायक (निबंधन) - नियमित

N



TORENTO EXPORTERS LLP

Auth. Signatory

For ADZE PROPERTIES PVT. LTD.

Auth. Signatory

266, 266

बही संख्या 1 जिल्द संख्या 534 के पृष्ठ 231 से 270 तक क्रमांक 7648 पर दिनाँक 11/10/2018 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

निर्मल सिंह

उप निबंधक : सरोजनीनगर

लखनऊ

11/10/2018