Gerenal Power of Attorney



Indian-Non Judicial Stamp Haryana Government



Date: 13/04/2021

Certificate No.

GRN No.

G0M2021D972

Stamp Duty Paid: ₹ 1000

Penalty: (Re Zaro Only)

Seller / First Party Detail

Name:

Rao Inderjit singh Huf

7643455R

H.No/Floor: 6

Sector/Ward: Na

LandMark: Lodhi estate

City/Village : New delhi

District: Delhi

State: Delhi

Phone:

97*****70

Buyer / Second Party Detail

Name:

H.No/Floor: 41a

Raj Buildwell Private limited

Sector/Ward: Na

LandMark ·

Ring road lajpat nagar iv

HE SEAL

City/Village: Delhi

District: Delhi

State:

Delhi

VOCABLE POWER OF ATTORNEY

ty of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashty

IRREVOCABLE POWER OF ATTORNE

The present Power of Attorney is made and executed at Gurugram on this the 15th

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Rao Inder jit Singh (HUF), represented through Sh. Rao Inder jit Singh, s/o Sh. Rao Bhender Singh, r/o House No.6. Lodhi-fistate, New Delhi (hereinafter referred to as the "Executant", which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include his successors-ininterest, nominees and permitted assigns)

IN FAVOUR OF

Raj Buildwell Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 41A, Ring Road, Lajpat Nagar-IV, Captain Gaur Marg, New Delhi-110024, and bearing CIN U70109DL2006PTC149373 (hereinafter referred to as the "Developer", which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include his successors-ininterest, nominees and permitted assigns)

(The Executant and the Developer are hereinafter collectively referred to as the "Parties", and individually referred to as a"Party")

WHEREAS the Parties have executed a Collaboration Agreement dated 15/04/2021(hereinafter the "Collaboration Agreement") for purpose of implementing and executing a project for the development of a residential plotted colony under the Deen Dayal Jan AwasYojna -2016("DDJAY Scheme") over the contiguous parcel of land admeasuring 2.7875 acres situated in Rect. No.11 Killa No. 3/2/2 (3-12), Killa No. 4 (7-11), Killa No. 5 (7-11) and Rect. No.12 Killa No. 1/1 (3-12), totalling 22 Kanals and 6 Marlas (2.7875 acres), all falling in Village Fazilpur Jharsa, Sector 71, Tehsil & District Gurgaon, Haryana (hereinafter, the "Land") and inter alia, all the exclusive Development Rights and entitlements as agreed in the Collaboration Agreement over the Land have been granted to the Developer. The Executant represents that the title deed of the Land stands in the name of Sh. Rao Inderjit Singh, though legal and beneficial ownership is of Rao Inderjit Singh (HUF). The

For RAJ 8 Director/Authorised Signatory malegilal S

सम्बद्ध समय १८-१० बजे दिन के श्री इन्स्पार ग्रह प्रित्त श्री सम्बद्ध कार्यालय समय १८-१० बजे दिन के श्री इन्स्पार ग्रह प्रित्त श्री सम्बद्ध कार्यालय सब रिजरहार में रोबरू तसदीक रिजरही पेश किया।

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मेजनून वसीमा हजा और स्थान करते हैं। साक्षी प्रथम से हम स्थ्यं प्रीचित

Sub Registrar Badshahpur

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Executant being the karta of Rao Inderjit Singh (HUF) is duly authorised and entitled to deal with all aspects relating to the Land.

AND WHEREAS the aforementioned Collaboration Agreement is the primary agreement between the Parties and that the present Power of Attorney is in furtherance of the Collaboration Agreement.

AND WHEREAS the terms and conditions for development of the Project have been captured in the Collaboration Agreement, and references made to and powers granted in respect of the said Project in the present Power of Attorney to be read in relation to the Collaboration Agreement. In this context, the Executant has also agreed to execute the present Power of Attorney in favour of the Developer, thereby solely authorising the Developer to do all acts, deeds, matters and things and to exercise all powers and authorities in relation to the Project.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS that I do hereby irrevocably appoint, nominate and constitute the said Developer through its authorised officers / signatories/ directors to be my true and lawful Attorney, and empower the Developer with full discretion, power and authority to do and execute all or any of the following acts, deeds, and things for and on behalf of the Executant, as hereinafter mentioned:

- L To exercise all rights, entitlements, powers and authority for the planning, designing, development, management and construction of the Project, as defined and detailed in the Collaboration Agreement and the present Power of Attorney including but not limited to the exercise of the Development Rights which includes the irrevocable, non-terminable and non-cancellable, exclusive rights for planning, designing, development and construction, marketing, promotion, launch of the Project and sale, conveyance, transfer, lease, license, disposal, monetization of the Developer's Share (as defined in the Collaboration Agreement) in the Project, operation, management and like of the Land, the Project, and the freehold rights, title, interest and ownership in the Land along with absolute, unfettered rights, title and interest in all building, construction, structures on the Land falling to the Developer's Share, all rights, benefits, development, entitlements, development rights, right to monetize, easements rights and privileges appurtenant thereto, including any and all rights, entitlements, privileges, attached to the Land, right of way and access, easements whatever, and/with all fixtures, fittings, facilities, amenities, waterways, drains, electricity and sewer connections, etc. free from all encumbrances, encroachments, hindrances, restrictions, disturbances, attachments, liability, legal defect, lis-pendens claims, disputes including any possession disputes, litigations of any nature whatsoever;
- To seek and make any applications to and seek permissions and licenses from appropriate authorities including the office of the Director, Town & Country Planning or other statutory bodies or other government authorities, and to do any and all necessary acts for obtaining approvals, authorisations, licenses, permissions, consents, no objection certificates and the zoning plan for the development, construction, marketing and sale of the aforementioned Project on the Land, including environmental clearances, zoning approval, change of land use, conversions, service plan estimates, installation and interim maintenance of power/ water/ other utilities connections, mining approval, occupancy certificates, completion certificates and all other approvals and/ or permissions from any other statutory or governmental authorities, and to also seek grant or extension of time of and for the same, as may be required for purposes of development of the Project and to sign, execute all applications, plans, specifications, writings, affidavits, undertakings, indemnity deeds and documents as may be required for the aforesaid purpose.
- To appear on its own behalf and on behalf of the Executant, before any Governmental Authority including (and not limited to) the Director General, Town and Country Planning, Chandigarh; Haryana Urban Development Authority; Gurugram Metropolitan Development Authority; Ministry of Environment, Forest and Climate Change; State Expert Appraisal Committee; State Environment Impact Assessment Authority; Haryana State Pollution Control Board; Deputy Commissioner, Land Revenue Office; Forest Office; Dakshin Haryana Bijli Vitran Nigam; Haryana Vidyut Prasaran Nigam Limited; Real Estate Regulatory Authority; Survey of India; Municipal Corporation of Gurgaon; Fire Department; Airport Authority of India; Building & Other Construction Workers Department; Labour Department; Central Ground Water Authority; public or private utilities and service providers; other local bodies etc.; and to sign, follow up and make any letters, documents, applications, petitions, representations and submissions as the Developer may deem necessary or fit from time to time for any licenses, permissions, approvals (including environmental and fire clearances), sanctions or consents in connection with the requirements and right vested under the Collaboration Agreement.

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- To carry out and comply with all the conditions contained in the approvals, as may be obtained from time to time.
- To appoint, employ or engage contractors, architects, development manager, surveyors, engineers, sub-contractors, labor, workmen, personnel (skilled and unskilled) or other persons to carry out the planning, designing, development and construction, marketing, promotion, sales, launch, conveyance, transfer, lease, license disposal, monetization, operation, management and like of the Project
- 6. To seek and obtain migration of the license bearing No.27 of 2010 dated 18,03,2010 for setting up of an IT Park colony on the land to setting up a residential plotted colony on the land under the DDJAY scheme.
- 7. To make payment and / or receive refunds of all deposits to and from all public or governmental authorities or public or private utilities relating to the development of the Land, which are to be paid by the Developer in the manner that it may deem fit.
- 8. To deal with, appear before and file applications, declarations, certificates and submit / receive information from any governmental authority in relation to the full, free, uninterrupted and exclusive construction and development of the Project on the Land.
- To surrender any portion of the Land (as may be required under the applicable laws) to the relevant governmental authorities or any such area falling under the set-back area or under any reservation in manner prescribed by law and to make all necessary correspondences and take required steps for the benefit of the project.
- 10. To set up, install, and make provision for the various facilities / services of the Project as may be required under applicable laws and / or rules made thereunder or as may be deemed fit by the Developer; demarcate the common areas and facilities and the limited common areas and facilities in the Project, as per the planned layout, and to file and register all requisite deeds and documents including the Deed of Declaration, as required under the applicable law.
- 11. To pay any and all costs and charges related to modification of plans, deposits (including water and electricity), payments for temporary connections of water and electricity (including for consumption), payment of applicable taxes; or other payments payable to engineers, contractors, staff and workmen involved in the development of the Project.
- 12. To charge, recover, collect and retain External Development Charges (hereinafter "EDC") and Infrastructure Development Charges (hereinafter "IDC") from purchasers/ allottees/ buyers of and for the Developer's Share of the Project, and all such amounts shall be owned exclusively by and shall belong only to the Developer.
- 13. To enter freely upon and take possession and control of the Land directly or through its duly authorised nominees, agents or assigns including architects, consultants, representatives and contractors to exercise such powers and to carry out the development of the Project in terms of the Collaboration Agreement and remain in sole possession and control and peaceful enjoyment of the Land or any part thereof, and to have unhindered access and possession to the Land including ingress and egress.
- 14. To take all steps are necessary for protection of the Land, including the appointment of security agencies or guards, approaching the police or other relevant legitimate governmental and statutory authorities as are necessary to maintain law and order.
- 15. To convey, assign, sell, transfer, grant and dispose all benefits, rights, entitlements, interest and obligations forming part of the Development Rights (in whole or in part).
- 16. To appoint one or more nominees / substitutes and to remove and/or reappoint in place and instead of the Developer and confer upon such substituted attorney all or any of the powers conferred here and to exercise any or all of the powers granted herein.

For RAJ BURD WELL PVT. LTD

Director/Authorised Signaton

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- To do all such acts, deeds and things as may be required to landscape, divide/sub-divide the land or carry out or cause to be done all technical and engineering activities for the purposes of the development of the Project.
- 18. To make, modify, withdraw applications to the concerned Governmental Authority in respect of Approvals required for any infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations and all other common areas and facilities for the built up area to be constructed on the Land and to carry out the same under the Approvals, sanctioned layout plan, or under order of any Governmental Authority and acquire all relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any, as may be deemed fit and proper by the Developer.
- 19. To carry out planning, design, all infrastructure and related work for / construction and development the Project, including levelling, construction of water storage facilities, water mains, sewage / storm water drains, recreational gardens, electrical sub-stations and all other common areas and facilities on the Land, as may be required and to set up site offices and marketing offices.
- 20. To be the sole developer of the Project with the rights to take all decisions relating to development of the Project including but not limited to conceptualizing, planning, engineering, procurement, coordination of the Project as well as appointment of all consultants, vendors, contractors in relation to development of the Project.
- 21. In terms of the Collaboration Agreement, to manage the Project and the Land and the common areas constructed upon the Project, either by itself or through a duly authorised nominee / assign, and to retain all benefits, consideration etc. accruing from such maintenance of the Project. This shall include appointment of agencies / third parties for maintenance of the Project and utilising the maintenance charges and deposits collected from the purchasers / allottees / buyers of the plots, as per the applicable laws.
- 22. To launch the Project in the market and to carry out the marketing, promotion and advertisement of the Project.
- 23. To exercise exclusive marketing rights in respect of the Project; to negotiate, market, sell and/ or to enter into and register agreements for sale, transfer, conveyance of the Developer's Share in the Project for such consideration as may be determined and collected by the Developer.
- 24. To enter into agreements, conveyance deeds, allotment agreements, builder buyer agreements, allotment letters, transfer deeds, sale deeds, lease deeds, license agreements, and the like, with the purchasers/ buyer/ allottees in relation to the Developer's Share in the Project on such terms and conditions as deemed fit by the Developer and present the same for registration for itself, to receive, retain and appropriate the full and complete proceeds from the sale, transfer, conveyance, lease, license, revenue share, monetization and like and give receipts upon receipt of the same.
- 25. To brand, name, launch, promote, manage communication and market the Project, and also put up signs, hoardings and other such types of displays for this purpose.
- 26. To use the Executant's names, trademarks, and erect signboards on the land, without payment of any consideration to the Executant, in relation to the advertising for sale and disposal of the plots and the saleable area in the Project, and to publish advertisements in the newspapers, magazines, websites and such other media for seeking prospective allottees and to market the Project in any way howsoever.
- To use, sell, transfer, allot, alienate, assign, lease, license, rent, grant, convey, dispose, create third party rights, and monetise the Developer's Share in any manner as may be deemed fit by the Developer and on such price and terms as may be deemed appropriate by the Developer in its sole and absolute discretion, and to receive booking amount, advances, sale proceeds, rents, consideration etc. in its own name, without any limitation or lien, and appropriate proceeds and give receipts and hand over ownership, possession use or occupation of the plots forming part of the Developer's Share, and to enter into agreements with all intending purchasers / buyers / allottees with respect to the Developer's Share, as detailed in the Collaboration Agreement. It is clarified that any amount / proceeds received in relation to the Developer's Share shall exclusively belong to the Developer and the Executant shall not

For RAJ BANDWELL PVT. LTD.

Director/Authorised Signatory

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have any rights in the same. Any liabilities arising out of this clause shall also remain the sole responsibility of the Developer.

- 28. To exercise absolute, unfettered and uninterrupted access and rights over that portion of the Land falling to its share in terms of the Collaboration Agreement, including:
 - (i) Marketing, leasing, licensing and / or sale rights;
 - (ii) Creation of any other third-party rights by way of appropriate agreements of sale / lease / allotment / booking etc., as deemed fit by the Developer, including the handing over of physical possession;
 - (iii) Dealing with customers with whom the Developer has entered into plot buyers' agreements for the Developer Share;
 - (iv) Receiving the full and complete sale proceeds and other income / revenue from such share;
 - (v) Permitting home loans / housing finance to the allottees / purchasers of the Developer's Share of the Project and signing documents, affidavits, NOCs etc. as may be required by the customers, buyers, banks, and financial institutions for grant of such loans; and
 - (vi) Additional FAR or FSI developments falling in such share, which may be granted at a later date.
- 29. In the event of any failure by the Executant to pay any such taxes, duties, cess, levies etc., the Developer shall have the right, but not the obligation, to pay all such taxes, on behalf of the Executant and the Executant agrees that the Executant shall be liable to reimburse the same to the Developer;
- 30. To collect, manage and utilise revenues realised from buyers / purchasers of all the plots, which include pertaining to electricity, installations, deposits, solar system installation charges, legal fees, membership fees, subscriptions, upgradation charges, administrative charges on transfer and / or any amounts that are received on refundable basis for the whole Project (i.e. inclusive of both the Developer's share and the Owner's / Executant's share), and which are to be retained by the Developer.
- 31. To pay from its own pocket the stamp duty and registration charges, if any, payable on or in respect of the Collaboration Agreement.
- 32. To make payment and/ or receive the refund of all deposits to and from all public or Governmental Authorities or public or private utilities relating to the development of the Land paid by the Developer, in the manner the Developer may deem fit.
- To take appropriate actions, steps and to seek such compliances approvals and exemptions which may be necessary under the applicable laws in the event of default on the part of the Executant to do so.
- 34. To appear on its own behalf and on behalf of the Executant before the Haryana Real Estate Regulatory Authority, its Appellate Authority and all Courts, Tribunals, and other judicial or quasi-judicial bodies having related jurisdiction, and to defend, settle, compromise, contest or abandon any legal proceedings concerning the project or any part thereof; or proceedings and other matters concerning the development of the project on the land (excluding all matters and disputes between the Executant and the Developer herein), and to appear and act in all Courts (original or appellate) and other government and private offices, and to sign, verify, and present pleadings, plaints, written statements, appeals, reviews, revisions, cross objections, petitions, including those for execution and withdrawal, compromises or other necessary deeds and documents as shall be deemed necessary or advisable for the prosecution of the above causes in all their stages, and also to retain and employ counsels pleaders, advocates or attorneys, and to sign mukhtarnamas, vakalatnamas and warrants of attorney, whenever the Developer shall feel expedient and proper to do so in relation to the Project and the Land.
- To manage the land and Project, including the facilities constructed, and to deposit all types of fees, charges, securities, deposits, demands, dues and taxes relating to the Land and the Project with any concerned authority; and to deal with such authorities by way of obtaining receipts and NOCs, and to make appeals and contest the same against any demands or assessments etc., and to enter into compromises regarding the same before any court of law, quasi-judicial or administrative body or authority, and to warn off and prohibit and proceed against all trespassers / nuisance creators on the Land and the Project, in accordance with law.

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- 36. To execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, promotion, leasing, licensing, sale, monetization, mortgage, security creation and hypothecation of the Developer's Share in the Project to be constructed on the Land including but not limited to brokerage agreements, execution/ registration of the unit agreements, and appear and present for registration before the jurisdictional Registrar or Sub Registrar towards registration of the unit agreements and the documents for sale, lease or transfer of the Developer's Share in the Project and the Land.
- 37. To delegate any or all of the powers as mentioned hereinabove, for or on behalf of the Executant, to one or more persons (including any entity) such as an affiliate, assignee, nominee, employee, representative etc., and to revoke such delegation of authority.
- 38. To appoint / remove / reappoint one or more duly authorised and certified substitutes / attorneys in place of the Developer and to confer upon such substitute / attorney any of the powers granted under this Power of Attorney.
- 39. To institute, conduct, defend, compromise or abandon any legal proceeding and other matters concerning the Project and/or the Land and to appear and act on all judicial, quasi-judicial matters before any Governmental Authority and private offices and to do any of the following whenever the Developer shall think expedient and proper to do so: (Comment: this was the part of earlier POA. It is not clear as to why it is removed. This power is required to that there is no requirement of land owner to present and pursue litigation)
 - (i) To engage or appoint a legal practitioner(s)/advocate(s) to conduct the same and to sign power(s) of attorney/ vakalatnama in its behalf;
 - (ii) To sign, verify and file any suits, plaint, complaints, written statements, petition, application, affidavit etc. in proper courts of law and offices and to follow up and proceed in all the proceedings filed in our name and on our behalf;
 - (iii) To appear before the court, tribunal, authority, department or body in the proceedings in connection therewith;
 - (iv) To produce or summon or receive back any documentary evidence;
 - (v) To make and present to the court, tribunal, authority department or body any application in connection therewith;
 - (vi) To take and file compromise or to refer such suit or claim to arbitration;
 - (vii) To deposit and withdraw any money(s) in connection with such suit;
 - (viii) To file application for execution of a decree or order passed in any suit or proceedings as the case may be and to sign and verify such application;
 - (ix) To apply for inspection and inspect documents and records of any court;
 - (x) To obtain copies of documents and papers;
 - (xi) To file application for review and/or revision and/or appeal against any order or judgment passed in such suit, petition, application, inquiry or proceedings or in review or revision thereof or in appeal there from as the case may be and to sign, seal and execute all papers and documents and writings and to do and execute all acts, deeds and things as mentioned hereinbefore or as the Developer may deem fit in connection with any such suit, application or appeal, etc.;
 - (xii) In respect of the Project, and/ or the Land, to compromise, compound or withdraw the cases, to appoint arbitrators, to proceed in arbitration proceedings, to deposit and withdraw the money, to execute decree, to receive and recover the decretal amount, to issue receipt, to take every

Director/Authorise Signaton

step necessary for the same;

- (xiii) To appoint further attorney and to cancel or revoke the powers conferred upon such attorney; and
- (xiv) To agree for adjudication of disputes by arbitrator, to get any dispute referred for adjudication to the arbitrator, to settle any matter during the course of arbitration proceedings, to make statement, to sign compromise and to get award passed in terms of the compromise by the arbitrator.
- (xv) The Developer to give prior intimation to Executant for any compromise/ settlement/ surrender.
- 40. To exercise the powers conferred upon the Developer by virtue of the present Power of Attorney through a Director, Officer or General Attorney or Attorneys duly appointed by the Developer and authorised by way of Board Resolution passed in a meeting of the Board of Directors of the Developer. Such appointment and authorisation may be before or after the execution of the present Power of Attorney.
- 41. To enter into, make, sign, and execute all such contracts, agreements, deeds, assurances, instruments and other things as may in the opinion of the Developer be necessary or convenient or expedient for carrying out development work in the Land as mentioned herein and in the Collaboration Agreement.
- 42. To do all such other acts, deeds and things as may be related, necessary or expedient in connection with the development of the Project in accordance with the Collaboration Agreement, and booking/allotment for sale, lease etc. of the plots in the Project falling in the Developer Share, even if they are not covered by the above clauses, as fully and effectively as Executant could do.
- To generally, do any and all other acts, deeds and things that may be required for the exercise of the Development Rights as more elaborately stated in the Collaboration Agreement and do all acts, deeds and things that may be required for the license, planning, designing, development, construction, implementation, marketing, promotion, launch, operation, management of the Project and conveyance, transfer, lease, sales, disposal, monetization, and like of the Land, the Project, the Developers Share and for compliance with the terms of the Collaboration Agreement;

The Executant hereby declares that all acts, deeds, matters and things given or done by the Developer for the purposes mentioned herein and in the Collaboration Agreement shall be good and effectual to all intents and purposes whatsoever, as if the same had been signed, sealed and delivered, or otherwise given or made by the Executant in person.

The Executant hereby confirms that the present Power of Attorney is being made of his own free will and consent, without any undue influence or coercion being brought to bear upon him thereto. There is no requirement of obtaining further consent / reference from the Executant for the Developer to exercise the powers and rights granted to it under the Collaboration Agreement and the present Power of Attorney. The actions and deeds of the Developer under the Collaboration Agreement and the present Power of Attorney shall be valid and binding upon the Executant without any further ratification being required from the Executant.

The Executant undertakes, confirms, agrees and acknowledges that he does not have any right to cancel, revoke or modify the present Power of Attorney. If required, for reasons to be communicated by the Developer thereto, the Executant shall execute or cause to be executed such documents as may be required by the Developer to give full and complete effect to the powers granted to the Developer hereinabove and the Collaboration Agreement.

We hereby agree and confirm that the present Power of Attorney is granted for consideration, the receipt and sufficiency of which we do hereby acknowledge, and to this intent and purpose shall be governed by section 202 of the Indian Contract Act, 1882.

The Executant does hereby declare that the present Power of Attorney shall be equally binding on its representatives, nominees, successors, executors, liquidators and assigns.

For RAJ BUILDWELL PVT, LTD.

Direct of Authorised Signatory

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Capitalized words and expressions used but not defined herein shall carry the same meaning as ascribed to them in the Collaboration Agreement.

In witness whereof the Executants have set and subscribed its hands on the present Power of Attorney 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 Executant.

Executant Name: Designation:

Rao Inderjit Suigh (HUF)

Witnesses:

1. Name: Mr. Gyarsi Lal Yadav S/o; Mr. Mukh Ram Yadav Aadhar No.:2437 5571 8667 Address: House No. 566, Sector- 9A,

Gurugram- Haryana

2. Name: Ms. Vaishali Mehta D/o: Mr. Naresh Mehta Aadhar No.: 6079 0036 5230 Address: F-103, Lajpat Nagar-1, New Delhi, South Delhi-110024





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Director Authorised Signatory



वसीका नं // अति बही नं //
जिल्द नं प्रच पर
चस्पा किया गया बही नं //
जिल्द नं पृष्ठ नं पर
दिनांक / रिक्र को रिजस्ट्रार किया गया।

Sub Registrar Badshahpur