

INDIA NON JUDICIAL

Government of Uttarakhand

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.)

IN-UK87011978244435U

31-May-2022 01:09 PM

NONACC (SV)/ uk1279904/ HARIDWAR/ UK-HD

SUBIN-UKUK127990478895466508458U

MS OJAS SMART HOMES PRIVATE LIMITED

Article 5 Agreement or Memorandum of an agreement

VILLAGE ANNEKI HETTAMPUR HARIDWAR

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(Zero)

PRAN NATH ARORA AND INDER JEET ARORA

MS OJAS SMART HOMES PRIVATE LIMITED

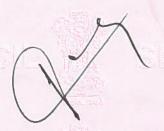
MS OJAS SMART HOMES PRIVATE LIMITED

13,57,500

(Thirteen Lakh Fifty Seven Thousand Five Hundred only)



Please write or type below this line







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Statutory Alert

The authenticity of this Stamp certificate should be verified at 'www shollestamp com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid. The onus of checking the legitimacy is on the users of the certificate. In case of any discrepancy please inform the Compotent Authority.

AGREEMENT









Circle Value as per Circle Rate

Stamp Duty

Area

Circle Rate

Rs. 2,71,43,000/-

Rs. 13,57,500/-

2.4844 hectare

Rs. 95,00,000/- per h with an increase 15% is Rs. 1,09,25,000/-

This Agreement is made and executed at Haridwar on this 31 Day of May, 2022

BETWEEN

Adhar Card no 9871 0168 9062 and Mr. Inder Jeet Arora S/o Late Shri Gobind Ram Arora bearing Aadhar Card no 2740 1481 0420, both are R/o Bhoopatwala, Haridwar Tehsil & District Haridwar & presently R/o A-3/247, Paschim Vihar, West Delhi, Delhi-110063 hereinafter referred to as the LAND OWNERS which expression shall, unless repugnant to the subject or context, mean and include their/his or her heirs, successors, administrators and assigns, of FIRST PART.

AND

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THE TOTAL PROPERTY OF THE PROP



2) M/s Ojas Smart Homes Private Limited having its registered office at 127, Himalaya House, 23 Kasturba Gandhi Marg, New Delhi (CIN No. U70109DL2018PTC338952 and PAN NO. AAMCM1133D) through its Director Mr. Arjun Mangal aged 28 Years S/o Mr. Ajay Mangal bearing Aadhar card no. 6883 8110 2647 R/o A-22, Anand Vihar East Delhi-110092 (herein after referred as the Promoter/Developer, which expression shall, unless repugnant to the subject or context mean and include its successors, administrators and assigns) of the SECOND PART.

AND

3) Uttarakhand Awas Evam Vikas Parishad, duly constituted under the provisions of UP Awas Evam Vikas Parishad Adhiniyam 1965 (Amended as time to time)having its office at 5th Floor Rajeev Gandhi Complex, Dispensary Road, Dehradun through its duly authorized signatory and Assistant Engineer ShriVinod Chauhan s/o Sh. AchPal Singh R/o Uttarakhand Awas Evam Vikas Parishad 5th Floor Rajeev Gandhi Complex, Dispensary Road, Dehradun (herein after referred as the Parishad /Third Party" which expression shall, unless repugnant to the subject or context mean and include its successors, administrators and assigns) of the THIRD PART.

WHEREAS the land owner(s) is/are the legal, valid and actual owner/owners in possession of the land measuring 2.4844hectares (24,844sqmtr.) comprised of KhasraNos1840, 1841, and 1842situated in VillageAnnekhiHetampur, TehsilHaridwar, DistrictHaridwar, morefully described in the Schedule given at the end of this deed and which hereinafter is referred to as the "said property".

AND WHEREASPradhan Mantri Awas Yojana Housing for All (Urban) Mission Scheme (hereinafter referred to as "PMAY(U)") was issued with the objective of providing a pucca house with water connection, toilet facilities, supply and electric fittings as per the DPR and drawings to the economically weaker sections of the Society. Since the launch of this scheme it has been revised from time to time.

AND WHEREAS the Promoter/Developer are interested in erecting affordableHousing inpursuance of Pradhan Mantri Awas Yojana Housing for All (Urban) Mission Scheme (hereinaster referred to as "PMAY(U)") and with the consent and approval of the "Land Owners" the Promoter/Developerhadgiven a proposal vide proposal dated 31.01.2019

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बही संख्या 1 रजिस्ट्रीकरण संख्या 5290 वर्ष 2022

Agreement

Development Agreement

प्रतिफल रु0: 0.00

मालियत रु0: 27,143,000.00

रजिस्ट्रेशन शुल्क रु0 25,000.00 प्रतिलिपि शुल्क रु0 116.00 इलेक्ट्रानिक प्रोसेसिंग शुल्क रु0 600.00 कुल योग रु0 25,716.00 शब्द लगभग 5,000

श्री ओजस स्मार्ट होम्स प्राईवेट लिमिटेड, रजि0 आफिस जी-127, 12 फ्लोर हिमालय मकान नं0 23 कस्तूरबा गांधी मांग दिल्ली-110001 द्वारा डायरेक्टर अर्जुन मंगल पुत्र श्री अजय मंगल निवासी ए-22, आनन्द विहार ईस्ट दिल्ली-110092 ने आज दिनांक 31 May 2022 समय मध्य 1PM व 2PM को कार्यालय उपनिबन्धक हरिद्वार,प्रथम मे प्रस्तुत किया।

Orijus

ओजस स्मार्ट होम्स प्राईवेट लिमिटेड, रजि0 आफिस जी-127. 12 फ्लोर हिमालय मकान नं0

उपनिबन्धक हरिद्वार,प्रथम

31-May-2022

इस लेख पत्र का निष्पादन विलेख में लिखित तथ्यों को सुन व समझकर श्री प्राणनाथ अरोडा पुत्र श्री गोविन्दराम अरोडा निवासी निवासी भूपतवाला हरिद्वार तहसील व जिला हरिद्वार हाल निवासी ए-3/247 पश्चिम विहार पश्चिमी विल्ली-110063 \ श्री इन्द्रजीत अरोडा पुत्र श्री गोविन्दराम अरोडा निवासी भूपतवाला हरिद्वार तहसील व जिला हरिद्वार हाल निवासी ए-3/247 पश्चिम विहार पश्चिमी विल्ली-110063 \ ने विक्रय धन मुबलिग रु० 0.00 प्रलेखानुसार पाकर विष्पादन स्वीकार किया । इस लेखपत्र का निष्पादन केता श्री ओजस स्मार्ट होम्स प्राईवर कियावन स्वीकार किया । इस लेखपत्र का निष्पादन केता श्री ओजस स्मार्ट होम्स प्राईवर कियावन स्वीकार किया । इस लेखपत्र का निष्पादन केता श्री ओजस स्मार्ट होम्स प्राईवर कियावन स्वीकार किया । इस लेखपत्र का निष्पादन केता श्री ओजस स्मार्ट होम्स प्राईवर कियावन स्वीकार कियावन हो विहार हो विल्ली-110091 द्वारा डायरेक्टर अर्जुन मंगल पुत्र श्री अजय मंगल निवासी ए-22, कियाव विहार हो विल्ली-110092 \ श्री उत्तराखण्ड आवास एवं विकास परिषद, रिजि आफिस 5 प्रजीद राजीव गांधी का उम्पलैक्स, डिस्पैन्सरी रोड देहरादून हारा अधिकृत हस्बासरी/असिस्टेन्ट इंजीनियर श्री विनोद चैहान पुत्र श्री अचपल सिंह निवासी रिजि आफिस 5 प्रलीर राजीव गांधी का उम्पलैक्स, डिस्पैन्सरी रोड देहरादून भे भी स्वीकार कियाव हिंदा हिंदा राजीव गांधी का उम्पलैक्स, डिस्पैन्सरी रोड देहरादून भे भी स्वीकार कियाव हिंदा हिंदा हिंदा राजीव गांधी का उम्पलैक्स, डिस्पैन्सरी रोड देहरादून भे भी स्वीकार कियाव हिंदा है स्वीकार कियाव हिंदा है स्वीकार है स्वी

जिनकी पहचान श्री राहुल कुमार पुत्र सिंहिश्व कुमार विद्यासी में गंग किया श्री आलोक ए-4, टिहरी विस्थापित का लोनी हरिद्वार तहसील व जिला हरिद्वार तथा श्री आलोक रंजन सिंह पुत्र श्री विक्रम सिंह चौहान निवासी मौहल्ला चाकलान ज्वालापुर तहसील व जिला हरिद्वार ने की।

उपनिबन्धेक हरिद्वार,प्रथम 31-May-2022 Duly signed by the developer and land owners to Uttarakhand Awas Evam Vikas Parishad (hereinafter referred to as the "Parishad") expressing their interest to construct affordable houses (EWS)underAffordable Housing in Partnership (hereinafter referred to as "AHP").

AND WHEREASthe Government of Uttarakhand had framed Uttarakhand Housing Policy Rules 2017(no. 1058/V-2/2017-66 (Aa.) / 2017 dated 15/09/2017, and the Uttarakhand Housing Policy Rules 2018 (305/V-2-2018-669 (Aa.) 2017 dated 16th March 2018 and Uttarakhand Housing Policy (Amended) Rules 2021) no. 2231/V-2/Awas-2021-66 (awas)/17 dated 1st February 2021 which also lays down amongst others, the procedures and manner of allotment of the houses being constructed under PMAY (U),the monitoring of the implementation of the scheme etc. These Rules also provide that EWS houses will be made available to selected and verified beneficiaries as per the terms of PMAY (U) by the private developer at the prescribed rate of Rs.6.00 Lace/EWS house) for EWS houses under supervision of the Parishad.

AND WHEREASwith the objective of providing EWS houses under the PMAY (U) and in accordance with the Uttarakhand Housing Policy mentioned above, the Developer with the approval and consent of the Land owners hadgiven a proposal vide proposal dated 31.01.2019 Duly signed by the developer and land owners to the Parishad for construction of and sale/allotment of EWS houses to the eligible persons at a price of Rs. 6,00,000/- per house in accordance with PMAY (U) and Uttarakhand Housing Policy mentioned hereinabove under Affordable Housing in Partnership (AHP).

ANDWHEREAS the Landowners and Developers, have given writtenrepresentations and assurances to the effect that the Land owners are the absolute owners in possession of the said land on which the development is to be made and EWS houses are to be constructed and the said land is free from all encumbrances, charges, liens, litigations acquisition/requisition or disputes etc. and the said land is also not subject matter of any prior agreement of sale. In short the Land Owners have perfect and marketable title in the said land and have unrestricted and unfettered rights to transfer the same.

AND WHEREAS Developers, has further given an undertaking and assurance that the development and constructions shall be erected on the said land as per the prescribed norms, approved drawings by the Parishad,in

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बही संख्या 1 रजिस्ट्रीकरण संख्या 5290 वर्ष 2022





प्राणनाथ अरोडा





इन्द्रजीत अरोडा





Onjus



ओजस स्मार्ट होम्स प्राईवेट लिमिटेड, रजि0 आफिस जी-127,

उत्तराखण्ड आवास एवं विकास परिषद, रजि0 आफिस 5 पलोर राजीव











Arox from MM

आलोक रंजन सिंह

प्रतिज्ञ एवं साक्षीगण भद्र प्रतीत होते हैं। सभी के अंगुष्ठ चिन्ह नियमानुसार लिये परे है

रजिस्ट्रीकर्ता अधिकारी / उप-निबंधक, हरिद्वार,प्रथम 31 May 2022



Online Public Data Entry Summary

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Deed Writer /Advocate Name :Subhash Kumar Adv.

a workman like manner, as per the standards and norms prescribed under PMAY (U) and Uttarakhand Housing Policy. The Developer has further undertaken to comply with all the amendments which shall be made in the PMAY (U) Scheme and Uttarakhand Housing Policy from time to time and they shall also comply with the directions which would be given from time to time by the Parishad.

AND WHEREASin pursuance of the assurances and undertakings given by the Land owners and Developer and the application submitted by the promoter, the Parishad had issued a notice of housing scheme pertaining to the "said land" and this proposed scheme has been accorded a "Principal Approval"by the Government of India. This Scheme is to be submitted to the State Government for approval after execution of this agreement for being sanctionedunder Sections 31 /32of the Act, 1965.

AND WHEREASthe developer and the land owners have jointly undertaken that subject to the approval of the Scheme by the State Government, the Developer shall develop at its cost the said land and shall erect thereon EWS houses in a workman like manner within the prescribed time and as per the drawings to be approved by the Parishad in compliance with PMAY(U) scheme and Uttarakhand Housing Policy and the modifications made thereto from time to time.

AND WHEREAS the land owner and the developer have jointly undertaken and agreed to allocate and sell to the eligible allottees, the EWS houses erected over the said land, at a price of Rs.6,00,000/- (RupeesSix Lacs only) per residential units by way of registered conveyance / transfer Deeds.

NOW THIS DEED WITNESSETH AS UNDER:-

1. That after approval of the Scheme by the State Government and the sanctioned plans/drawing, the Developer shall develop at his/her cost the said land and shall erect thereon EWS houses in a workman like manner as per approved drawings within the prescribed time in compliance with PMAY(U) scheme and Uttarakhand Housing Policy and the modifications made thereto from time to time and land owner and the developer have jointly undertaken to allocate and sell the residential units to the eligible allottees(to be chosen as per thenorms), the EWS houses at a price of Rs. 6.00 lakhs per house. Out of this sale consideration to the Economically Weaker Sections of Society, a sum of

Rs. 2.50 lacs (Rupees two lacs and fifty thousand) per house shall be paid through the Parishad as grant on behalf of the Central Government and the State Government in a phased manner and the remaining balance of Rs.3.50 lacs (Rupees Three Lac Fifty Thousand only) towards sale consideration shall be paid by the purchaser.

- 2. That the sale of the Houses and selection of the beneficiaries to whom the houses shall be sold shall be as per the provisions of Uttarakhand Housing Policy. The EWS Housing will be made available to the selected and verified beneficiaries as per the terms of PMAY(U) by the land owner/ developer at the prescribed rate of Rs.6.00 lacs per EWS house. The Parishad will supervise the process of allotmentof EWS houses as per the guidelines of PMAY(U) of Government of India/ State Government.
- 3. That the "Parishad or The Development Board may authorize any officer of the Parishad or the Development Authority working for Parishad" for any act/work of the Parishad.
- 4. That the entire development work and constructions on the said land and sale of theHouses shall be made as per the provisions of PMAY(U) and the Housing Policy, as may be amended and modified from time to time. The PMAY(U) and the Housing Policy shall be deemed to be part of this agreement and the land owner and the developer shall be bound to abide by the terms and conditions laid therein and/ or modifications made thereto from time to time.
- 5. That the amount of grant from Central and State Government as well as the payment of the sale consideration shall be paid and shall be received by the developer from purchaser as the case may be in a phased manner at various stages of construction. The payment schedule will be as following:-

Instalment Stage of Construction	Type of Payment	Terconting	Conditions of Payment
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120	1 st	At the time of	Beneficiary	Rs 5000.00/-	An amount of Rs 5000.00/- as
-4	_	Registration/			a registration fee
* .		Booking			will be made
2 1					available by the
					beneficiary to
					the private
					developer which
					will be adjusted
					in the last
					instalment to be
					paid by the
					beneficiary.
-	2 nd	Construction	G.O.I	40% of the	The report along
	2	up to Plinth	0.5.5	Grant as	with the proofs
		Level		released by	of construction
		Ecver		the G.O.I	will be made
					available by the
					developer and
	,				after verification
					and quality
					testing of the
					same.
	la l		Beneficiary		The report along
				the	with the proofs of construction
				beneficiary	will be made
				contribution	available to the
					concerned
					authority and
					after verification
			}		and quality
					testing of the
					same.
			COL	40% of the	After
	3 rd	Construction	n G.O.I	Grant as	completion of
		of all floors		released by	Construction of
		completed		the G.O.I	all the floors and
			Beneficiar	v 20% share o	f on submission
			Deliciterat	the HOME'S	of utilisation
			1	Q HOMES	कि होते

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4 th	Internal works like		contribution 50% of the Grant as	certificate of 70% of the previously released amount and on receipt of satisfactory report of the third party quality monitoring agency. After completion of
	electrical, water sewage and finishing work completed and external construction/ development works completed	Beneficiary	released by the State Government 30% share of the beneficiary contribution	Internal and External Development works and submission of utilisation certificate of 90% of the previously released amount.
5 th	After Completion of the project or Registry or possession of the house	G.o.I State of Uttarakhand	20% of the Grant as released by the G.o.I 50% of the Grant as released by the State Government	After Completion of the Projects and obtaining the utilisation certificate of the previously released amount.
		Beneficiary	The remaining 30% of the beneficiary's share in which the registration	S DORE

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amount will	
be adjusted.	

Note:- The payment proposed in work completion and payment schedule table will be released to the developer/subject to the condition that they have completed the construction within time schedule as per annexure-1 here to. which costs equivalent to the amount permissible (Central/State/Beneficiary share).

The payment schedule may be revised/amended as per the guidelines/policies/rules/direction from the Uttarakhand Government and Gov. Of India.

- 6. That it shall be the responsibility of the Promoter, to assure best quality practices during construction phase and also deliver the project within time as agreed in the Agreement. The Promoter shall be responsible for setting up a Quality testing lab on site, will be responsible for testing of all material as per set I.S Codes and norms procured for the construction works.
- 7. That all the proceeds, received by the Promoter, including the Grant and the payments received from the eligible allottees of the EWS Houses shall be kept in a separate Bank account as envisaged under the Real Estate (Regulation and Development) Act of 2016 and out of the proceeds (against the sale value of each unit) the Promoter shall only be entitled to share 30% of the proceeds, whereas the remaining amount shall be used in the development of the said land. The amount shall be used strictly in compliance of the provisions of the Act and the Rules. The Promoter shall submit all financial statements to Parishad office along with the project progress report from time so time.
- 8. That the Developer, shall be bound to intimate the Parishad office about the progress of the work at site from time to time. In all eventualities, the developer shall be bound to complete the project within the prescribed time schedule.
- 9. That the construction will be completed by the developer in various stages according to the bar chart being attached as Annexure 1 herewith. Time shall be the essence of the Contract and it shall be the obligation of the Promoter to complete the entire development work within time schedule and to secure a completion certificate from the Parishad within

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rtificate from the

the prescribed time as per the bar chart attached herewith. The work shall be commenced, within a period of one month from the date ofentering into this Agreement with the Parishad. It is agreed, that in case the work is not completed by the Developer within the time specified hereinabove and /or is delayed, then in such an eventuality the promoter shall be liable to pay the compensation to the Parishad at the following rates:-

SI No	Period of delay	Compensation
1.	Delay of 3 months in completion of work,	Rs. 50 per sq. ft. of the built up area
2.	Delay upto 6 months	Rs. 100 per sq.ft. of the built up area
3.	Delay beyond 6 months	Rs. 200 per sq. ft. of the built up area
4.	Further delay of after01 year	As per Part 6(10)(11), (12), (13), (14),(15)Uttarakhand AwasNitiNiyamawali2018.

- 10. That all applications for extension of time shall be submitted by the developer with the Parishad and this application for extension of time shall be accompanied by the reasons of delay along with all evidences for justifying the delay. The extension of time shall be granted with or without imposition of penalty/ compensation as mentioned hereinabove as per prevailing circumstances. The intimation of application of time extension shall also be furnished to the Secretary Awas, Government of Uttarakhand.
- 11. That the land owner shall mortgage land equivalent to 15% of the saleable land area in the entire scheme in favour of the Parishad as prescribed in AwasNiti or may be revised as per guidelines/policies/rules and direction from Government of Uttarakhand
- 12. That the landowner shall have right to take the land in its possession for the construction of the project. Further the developer shall also be responsible and shall have right to get all the required approval and NOC's for the project. The Developer also shall have the right to get the booking amount from the allottesand after completion of the project, the Developer shall execute sale Deed/Transfer Deed/Conveyance Deed in favour of the allottees.

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- 13. The allocation of EWS houses and selection of the purchasers/beneficiaries shall be made according to the eligibility list in concurrence with the Parishad.
- 14. This eligibility list containing the names of the beneficiaries shall be prepared and finalized keeping in view the parameters and guidelines laid down in the Pradhan Mantri Awas Yojana (Urban), in collaboration and monitoring of the Uttarakhand Awas Evam Vikas Parishad. The housing policy/rules/guidelines/direction from the Uttarakhand Government and Gov. Of India shall be strictly followed for the allotment.
- 15. That in case after the allocation of EWS houses to the beneficiaries according to the eligible list, if out the total EWS houses constructed by the private developer, EWS houses still remain to be allocated, for such EWS houses, advertisements will be published 3 times, in the National Newspapers by the private developer. Necessary documents/ proofs will be obtained by the private developer from the applicants, applying through advertisement as per the eligibility criteria of the Pradhan Mantri Awas Yojana. The documents of the applicants will be sent to the District Magistrate for verification and the verified list will be made available to the concerned Authority by physical verification of this list by the District Magistrate. Allotment of the remaining houses to the beneficiaries of the verified list, so sent by the District Magistrate, can be done at the prescribed rates of the EWS houses as per the housing Policy.
- 16. That if no application is received even after the private developer has published three times advertisements in National Newspaper, in that event, after saturating the EWS houses to the beneficiaries, the remaining EWS houses can be given to anyone else on sale or on rent basis. The Developer shall be free to asses and fix sale price and /or rate of rent. In this eventuality, the land use conversion fee and development fee to be incurred on EWS houses, sold by private developer to anyone or given on rent basis, will be assessed by the Parishad and the private developer will have to deposit, the land use conversion fee and development fee, assessed on the said basis to the Parishad. Along with this, the amount of per EWS house grant released by the Government of

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India and State Government for such remaining EWS houses, will have also to be returned to the Parishad by the developer.

- 17. That the Developers Shall Collect money from the eligible and approved allottees as in para 5, issue allotment letters to them, execute Agreement for sale in their favour and hand over the possession of the EWS units developed in the project.
- 18. That the land owners undertake to make and keep the title of the said land clear and marketable and free from all kind of encumbrances, charges, dispenses, prior agreements and claims during the continuance of the agreement till the date of execution and registration of title/conveyance deeds in favour of the Developers or the prospective buyers. In case of execution of sale Deed directly in favour of the purchaser. The Developer shall execute the same in favour of purchaser.
- 19. That the land owners, through this agreement, authorise the Developers or his/their authorised signatory in this behalf to apply for the registration of the real estate project, to be developed on the said land, with the Uttarakhand Real Estate Regulatory Authority under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made there under.
- 20. That the land owners shall make available to the Developer(s), the said land free from all encumbrances and with full authority for speedy development and efficient completion of the project. The Developer(s) shall be entitled to obtain loans from Banks and other financial institutions, subject to the terms and conditions, provided in point no.18.1 to 18.5 below:-
 - 20.1- That any type of security(Whether it is primary or secondary) required for finance purpose shall be arranged by the Developer(s). Land Owners on their part shall have no objection for the same if the developer decided to enter into some agreement with any bank or financial institution as decided by the Developer(s) by creation of equitable mortgage charge or otherwise to facilitate the financing of development works of the project as envisaged under this agreement. Further, the desired security provided by the owner shall be restricted to the

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- extent of land provided for this project only; other security shall be arranged only by the Developer(s) itself.
- 20.2- The Developer(s) shall not mortgage land which stands mortgage to the Parishad as per para 10to any bank or financial institution.
- 20.3- The Developer(s) shall disclose the required amount of loan to Awas Vikas Parishad before applying for the loan to any financial institution and only after obtaining proper No Objection Certificate from Awas Vikas Parishad will be eligible to obtain any loan from any financial institution. The terms and condition for said NOC's shall be decided by Awas Vikas Parishad.
- 20.4- The Developer(s) shall be entirely liable and responsible for the repayment of any finance facility/ loan for this project.
- 20.5- The Developer (s) may facilitate the prospective buyer(s) in procuring housing loan for purchase of a unit/apartment in the said project (Including tripartite agreement with any bank or financial institution existing on the panel of Developer (s) or as decided by the prospective buyer.)
- 21. That the land owners agree that the possession of the land is being handed over to the promoters for the Development of the real estate project.
- 22. That the developer shall get a plan sanctioned / approved from the Parishad for making development at site and the entire development shall be made at site as per the approved lay out. The developer shall also be bound to leave all open spaces and setbacks as provided in the sanction layout plan. The common areas including green areas shall be developed by the developer at his cost and it shall be available for the common use of the allottees/Purchasers.

23. That the Developer (s) shall develop the project in terms of agreed maps/ plans and in accordance with the approvals and sanctions to be granted by the concerned authorities and to meet all the requirements thereof. However, The Developer (s) would be solely liable for any

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penal or financial charges that may be levied during the construction phase of the project due to delay, inaction, infraction of any law, Rules and Byelaws by the Developer(s).

- 24. That an Independent agency shall be selected and appointed by the Parishad, according to existing guidelines, who shall supervise the development work and shall keep a check on the quality control of the work being executed at site from time to time.
- 25. That it shall be the responsibility of the developer to obtain all permissions and no objections which may be required relating to the Scheme, including environmental clearances, etc at its own cost.
- 26. That the Developer shall also be liable to abide by all the terms and conditions which may be laid down by various Authorities including the environmental authorities. Similarly, the Developer shall be bound to abide by all the directions being given by the Parishad and the Government orders issued from time to time in letter and spirit.
- 27. That in lieu of the administrative work which has been done by the Parishad, the Developer/ the second Party shall pay a sum equivalent to 2 % of the total cost of the project as specified in the DPR towards administrative charges. This amount shall be deducted by the Parishad from thepayments of the amounts of grant received from Central/State payableto the developer.
- 28. That the Developer and Land Owner's shall not execute any sale deed or shall not handover the possession of residential/non residential area without obtaining N.O.C from the Parishad.
- 29. That it shall be the responsibility of the Developer to get the project registered with Real Estate Regulatory Authority (RERA) and to comply with all formalities and regulations relating thereto. It is clarified that the role of the Third Party/ Parishad is to ensure and monitor the implementation of scheme under the PMAY (U) and to ensure that the grant acceded by Central Government/ the State Government, is not misused. Accordingly, all liabilities and responsibilities under the RERA Act shall be of the developeras per RERA Act. In no eventuality, the Parishad would be liable or responsible for payment of any compensation, damages or other liabilities under the RERA Act or to the

Purchasers. However, in case under any eventuality, the Parishad is impleaded as a party in any litigation / complaint or is made to bear any liability, on account of the acts of omission and commission on the part of the land owner/ developer, or on account of defect or deficiencies in the houses or delay etc, then in such an eventuality /developer shall indemnify the Parishad for all losses, damages, penalty and expenses, including legal costs, which may be incurred by the Parishad.

- 30. That all direct and indirect taxes or charges including charges payable to appropriate Government (s) and/ or to the Local Authority shall be borne by the Developer. The Developer shall be entitled for remissions of Central or State Government taxes or charges, subject to compliance of the norms and theguidelines prescribedunder the scheme (s).
- 31. That the land owners shall be paid the agreed cost of the land as per payment schedule bythe Developer. It is clarified that its hall be the sole responsibility of only the Developer to pay all amounts payable to the land Owner and under no circumstances the Third party shall be held liable on this count.

That the Developer will pay 10.28% of the Residential sale consideration subject to a maximum of Rs. 7,31,00,000/- (Rupees Seven Crores Thirty-One Lacs Only) towards his share of the project. Out of which Rs.1,05,00,000/- one crore five lacs have already been paid. The balance amount will be paid out of the Escrow account as mutually decided between the parties but the second will endure to complete the payment by 31st March 2023.

SI. No	Khasra No	Total Land	Land SqMtrs	Beneficiary	Total Amount	Amount Paid	Balance
				PranNath			
1	1840	1.907	19,070	Arora	5,42,41,907	52,50,000	4,89,91,907
2	1841 & 1842	0.663	6,630	InderJeet Arora	1,88,58,093	52,50,000	1,36,08,093
			25,700		7,31,00,000	1,05,00,000	6,26,00,000

32. That in case the developer fails to execute the work at site as per the UttarakhandHousing Policy Rules and PMAY (U) and the norms and the approved plans laid down, all the securities being furnished by the

land owner and the developer by way of mortgage and performance bank guarantee shall be forfeited. In such an eventuality the developer will not be entitled to any benefit under the scheme and neither would they be entitled to the subsidy amounts.

- 33. That incase at any stage, it is found by the Parishad that the development of the project and the constructions being made by the Developer are not in a workman like manner or in accordance with the approved lay out or in accordance with the directions given by the Parishad from time to time or the project is being delayed, or any provisions of the PMAY (U) or the Uttarakhand Housing Policy are being violated then at the discretion of the Parishad and its sole prerogative, the Parishad
 - 33.1 Shall be entitled to take over the said project and get the work completedby Parishad or through any other agency at the cost and risk of the Developer.
 - In case, the cost ofcompleting the remaining developmentand construction at site, exceeds thebalance amount realisable by the Developer from the Purchasers, developer shallbe liable to pay the differential amount to the Parishad along with all other expenses which may have to be incurred by the Parishad for discharging the obligations of Developer.
 - In-case the Parishad is unable to develop the project due to any reasons as the case may be the developer shall refund the amounts already received from the beneficiary and the grant from the Government.
 - The Parishad may sell out the mortgage land and the cost recovered from that and the security etc. jointly getting the funds, will proportionally return the money to the Beneficiary in lieu to the houses constructed in respect to the project.
- 34. That In-case of default by the Promoter, the Parishad shall have the right to take up the matter suo-motto or on request of the Beneficiary to Competent Forum for the completion of project.
- 35. That all dues payable or realisable by the Parishad under this agreement shall be realisable from its Developer/Second Party as arrears of land revenue.
- 36. That after securing the completion certificate from the Parishad, the Developer and/or land owners shall execute the sale deed in favour of

the each approved eligible allottee. The land owners as well as Developer(s) undertake to convey clear and unencumbered marketable title in favour of the prospective buyers. For the said purpose Land Owners as well as Developer(s) are bound to execute the Sale/Conveyance deed jointly in favour of prospective buyers.

- 37. That after execution of all the sale deeds to the allottees and due compliance of the terms of this agreement, the Bank Guarantee and the mortgaged land shall be released in favour of the second party after expiry of period of 1 month.
- 38. That if during the continuation of this agreement or during the period of construction, any assistance, co-operation or any legal undertaking on behalf of Land Owners is required for the due performance of the obligations contained herein and the smooth and speedy progress of the project, the Land Owners shall assist, co-operate and undertake, as and when required, on the request of the Developer(s) but only within the terms of this agreement.
- 39. That after taking over possession, if any problem arises from the neighbours of the adjoining lands or any other Department or otherwise to secure such possession, the same shall be dealt with by the Developer(s) solely since the Developer(s) had already satisfied themselves regarding the possession, boundaries and all relevant factors related to the ownership, possession and control of the Land Owners over the said land after the careful study of all the relevant documents already executed in favour of the Land Owners. However, if at any stage of such problem or dispute, the assistance of the Land Owners is felt necessary, the Land Owner(s) would co-operate with the Promoter(s) at his/their cost and risk.
- 40. That the Land Ownersand Developer hereby represent, confirm and, further, undertake to keep the Parishad and the Purchaser(s), indemnified and harmless against encumbrances, claims and damages which may cause to arise on the part of Land Owners during the entire period of subsistence of this agreement and in such event the Land Owners and Developer shall make good the losses or damages or any claim or defect in the title within a period of 15 days from the date when such defect is brought to the notice of the Land Owners and Developer.

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- 41. That the Land Owners shall not interfere or obstruct in any manner whatsoever, with the construction, development and completion of the Projecttill any obligation of the Developer towards the Land owners is infringed.
- 42. That the Developers shall be entirely liable and responsible for any kind of defects in the project and the units to be constructed and developed as well as delay in the development and construction of the project/units.
- 43. That the completion and/or occupancy certificate for the project shall be obtained by the developer from the Parishad.
- 44. That the stamp duty Payable on this agreement has been borne by the developer. In case, any deficiency, in payment of any stamp duty is found at a subsequent stage, then in such an eventuality it is the developer who shall be liable and responsible to bear the deficit amount of stamp duty and consequence thereof.
- 45. That it shall be the obligation and responsibility of the developer to secure and obtain at their own cost and expense, all statutory permission(s), NOC(s), license(s) for execution and operation of the project. It shall also be their responsibility to pay all fees, penalties or any other civil or criminal liability.
- 46. That the developer shall also constitute a resident welfare association (RWA) and all expenses relating thereto shall be incurred by them.
- 47. That until such time the common areas are taken over by the RWA, itshall be the responsibility of the Developer and land owner to maintain the common areas. The Developer is entitled to collect the maintenance as charges prescribed in Housing Policy Rules guidelines/rules/direction from the Uttarakhand Government and Gov. Of India.
- 48. The Developer agrees and understands that timely delivery of possession of the Units to the allottees and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Developer assures and undertakes to hand over possession of the Unit along with ready and complete common areas with all specifications, amenities and facilities of the project at site on time, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused.

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स्तिरायाङ आता है हिस्सित प्रतिकार प्रतिकार । स्तिरायाङ आता है हिस्सित प्रतिकार प्रतिकार । nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Parishad agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Unit, provided that such Force Majeure conditions are of the nature which make it impossible for the contract to be implemented. The Developer shall give written intimation of such event to the Parishad and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then any agreement with Beneficiary shall stand terminated and the Promoter shall refund to the Beneficiary the entire amount received by it from the allottees by way of allotment within 45 days from that date. As well as refund the grant received from central/State. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

49. That the Land Owner and Developer shall have no objection in case of any dispute arises on any matter regarding the project, Parishad shall have the sole jurisdiction and authority to take up the matter in any concerned Forum or Authority as the Parishad deems fit for resolution of the dispute in a timely manner.

RESOLUTION OF DISPUTE

- 50. That for resolution of disputes, a committee under the Chairmanship of Additional Housing Commissioneras following:-
 - A. Appar Awas Ayukt
 - B. Developer or his/her nominee
 - C. Land owner's or his/her nominee

This committee shall make an effort to resolve the disputes within a period of 1 month. In case the disputes are not resolved, then in such an eventuality the disputes shall be referred to Arbitrator appointed mutually by the parties and provision of Arbitration and conciliation Act shall be applicable. The seat of Arbitrator shall be at Dehradun. The expenses of arbitrator proceeding and fees of the arbitrator shall be borne equally by the parties.

51. In the event parties hereto hereafter consider it necessary or appropriate to alter, amend, substitute or override any terms of this agreement, they shall record such terms in writing as addendum hereto, and no such terms shall be binding between the parties until and unless they are reduced in writing and signed by the each of the parties herein.

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52. That the mutual notices shall be served upon the parties on their respective address given by registered mail.

SCHEDULE Details and Particulars of the Land Owned by the Land Owners

All that piece of Agriculture land being part of KhasraNos1840, 1841 & 1842 measuring 24,844 Sq. Mts. respectively having total of24,844Sq.Mts. situatedin villageAnnekhiHetampur, Haridwar, Tehsil Haridwar and District Haridwar, delineated by red lines in the plan attached and bounded and butted as under:-

In the East

- Balance area of Khasra No 1840,

In the West

- Khasra No. 1844 and Chak Road

In the North

- Land khasra nos. 1825,1810,1804 and Chak Road

In the South

- Land khasra nos. 1848, 1849, 1850, 1851, 1852, 1853,

1854 Khasra No

SI	Owner	Village	Khata	Khasra	Total	Project
			No	No	Land	Land in
					in (Ha)	(Ha)
1	Pran Nath Arora	AnnekhiHetampur	00499	1840	1.9070	1.8214
2	Inderjeet Arora	AnnekhiHetampur	00093	1841	0.4590	0.4590
			00093	1842	0.2040	0.2040
				Hectare	2.5700	2.4844
				Sq Mtrs	25,700	24,844

Thumb impression as per Registration Act Finger Prints under Section 32 A of Registration Act, 1908

Left hand's finger prints of FIRST PART Mr. Pran Nath Arora





















Right hand's finger prints of PRST PART Mr. Pran Nath Arora

Index

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Mobilisation		Page 1					8	
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Mode Mo			WZ-TO-TC COAM		R of Toilet / Bath/Terrace	Water Proofin	Ŋ,	
Mode Mo	The state of the s	Print Standard	Me-10-10-24		mty,Parapet Wall,Water proofi	Casting of mu	,g	
Mode Mobilisation Mobilisation Mon 30-05-22 Mon 12-12-22 Plain Cement Concrete including Antitermite Med 15-06-22 Casting of foundation & Column upto Plinth Sun 14-08-22 Back filling in Foundation & Plinth level Mon 29-08-22 Thu 30-03-23 3rd Floor Slab Casting,including Wed 21-09-22 Wed 22-11-23 Wed 22-11-23 Wed 21-10-27 February Wed 22-11-23 Mon 30-05-22 Thu 30-06-22 Thu 30-06-22 Thu 30-06-22 Thu 30-06-22 Thu 30-06-22 Mon 12-12-22 Mon			FILE-12-23	Eri 07-10-22	Slab Casting including	Terrace Level	P,	1
Mode Mobilisation	大はおおける時代の世代には、「ころ」のストロス		Wed 22-11-23	Thu 79-09-22	Casting, including	3rd Floor Slab	A	10
Mode Mobilisation Mon 30-05-22 Thu 30-06-22 Mon 30-05-22 Thu 30-06-22 Mon 30-05-22 Mon 30-05-22 Mon 30-06-22			SUN 29-111-23	77-CO-CT 301	Casting including	2nd Floor Slab	Д	9
Mode Mobilisation Anon 30-05-22 Thu 30-06-22 O1 O2 O3 O4 O1 O3 O4 O1 O2 O3 O4 O1 O3 O4 O1 O3 O4 O1 O2 O3 O4 O1 O2 O3 O4 O1 O3 O4 O1 O2 O3 O4 O1 O3	100	Mark Street on	Thu 30-03-23	Mon 29-08-22	Casting including	1st Floor Slab	3	
Mode Mobilisation Anon 30-05-22 Thu 30-06-22 O1 O2 O3 O4 O1 O3	20		Sun 05-03-23	77-80-bt unc	Foundation & Plinth Javal	Back filling in	ā	7 8
Mode Mobilisation Mobilisation Mon 30-05-22 Thu 30-06-22 Mode 21-08-24 Mode 21-08-25 Mode 21-08-26 Mode 21-08-	12		Sat 31-12-22		Concrete including Antitermite	Casting of four	A.	1
Mode 2022 2023 2024 20	Đ.		Mon 12-12-22		Contraction	Plain Camer	g ,	1
Mode 2022 2023 2024 2			Wed 31-08-22	Wed 15-06-22		Excavation in	8 3	
Mode 2022 2023 2024 20			Wed 21-08-2	AA-80 08-08-55		- Contract	·	
Mode 2022 2023	14 Q1 Q2 Q3 Q4		Thu 30-06-22	Mon 30-05-22		Structure	+ 1	
	2023	22	7985	Š				

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उत्तराखण्ड आवास एवं विकास परिषद्

राजीव गाँधी बहुउद्देशीय कॉम्पलैक्स, पंचम तल, डिस्पेन्सरी रोड़, देहरादून Email id-ukavpddn@omail.comPhone No. 0135-2651032

पत्रांक 3 🔏 🗸 अध्यावविष्यरित पत्रात्रसंत -०४ (२०१८ -२०) दिनांकः 🔾 मई, २०२२

सेवा में

छम बर्जिस्ट्राए प्रजिस्ट्राए कार्यालय वरिद्वार, जिला इरिंद्वार।

विषय :

प्रवानमंत्री खावास योजना (शहरी) के अन्तर्गत प्राप्त परियोजनाओं हेतु अनुबन्ध हस्ताकरित किये जाने के सम्बन्ध में।

महोदय.

कृपया चपर्युक्त विषयक छत्तराखण्ड आवास एवं विकास परिषद् द्वारा प्रधानमंत्री आवास योजना (शहरी) के अन्तर्गत ग्राम अनेकीहेतमपुर तहसील व जिला हरिहार के खसरा नंध-1840, 1841 एवं 1842 में अस्तावित आवासीय परियोजना का कुल भूखण्ड क्षेत्रफल 2,4844 हैं। हैं, जिसका निर्धारित दरों मर अनुबन्ध किया जाना है। उक्त परियोजना हेतु अनुबन्ध इस्ताक्षरित किये जाने हेतु उत्तराखण्ड आवास एवं विकास परिषद की और से भी विनोद चौहान, सहायक अभियन्ता को अधिकृत किया गया है।

अतः सपरीवतानुसार आवश्यक कार्यवाही हेतु प्रेषित।

भवदीय. (आनेन्द्र राम) अधिशासी अभियन्ता

प्रतिलिपि : निम्नांकित को सूचनार्थं एवं आवश्यक कार्यवाही हेतु प्रेषित।

अपर आवास आयुक्त महोदय को सादर सूचनार्थ प्रेषित।

2. श्री विनोद चौहान, सहायक अभियन्ता, उत्तराखण्ड आवास एवं विकास गरिवद, देहरादून।

 निदेशक, नैं। औजस स्मार्ट होंग प्रावित्व, जी-127, 12वाँ तल, हिमालया हाउस, 23 कस्तूरवा गौंधी सार्ग, नई दिल्ली।

अधिशासी अभियन्त



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF OJAS SMART HOMES PRIVATE LIMITED HELD ON MONDAY, THE 30th DAY OF MAY, 2022 AT THE REGISTERED OFFICE OF THE COMPANY AT G-127, 12Th FLOOR, HIMALAYA HOUSE, K. G. MARG, NEW DELHI – 110001

APPOINTMENT OF AUTHORIZED SIGNATORY

"RESOLVED THAT Mr. Arjun Mangal having Aadhar number 6883 8110 2647, being the Authorized Representative of the Company be and is hereby authorized on behalf of the Company to sign, execute and to do all such acts, matters and things in connection with the Tripartite Agreement for land admeasuring 6.35 Acres vide Khasra No. 1840, 1841, 1842 at Aneki Hetampur, Haridwar between Ojas Smart Homes Private Limited, Land Owner and Avas Avam Vikas Parishad, Dehradun.

For and on behalf of the Board of OJAS SMART HOMES PRIVATE LIMITED

(Sunil Kumar Chaurasia)

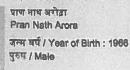
Director

DIN: 08670541

finger prints of FIRST PART Mr. Inder Jeet Arora Little Middle finger prints of 2nd PART Mr. Arjun Mangal Thumb index finger prints of 3rd PART Mr. Vinod Chauhan Little Middle Ring Index Thumb



भारत सरकार





9871 0168 9062

आधार - आम आदमी का अधिकार



4917 9 N

भारतीय विशिष्ट परचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता: S/O गोर्बिंद राम अरोडा, ए - ३ / Address: S/O Gobind Ram Arora, २४७ जी. एफ., पश्चिम विहार, पश्चिमी दिल्ली, दिल्ली, 110083

A - 3 / 247 G. F., Paschim Vihar, Paschim Vihar, West Delhi, Delhi,





जायकर विमाग INCOME TAX DEPARIMENT



मारत सरकार GOVE OF INDIA

PRAN NATH ARORA

GOBIND RAM ARORA

15/04/1966

Permanent Account Number

AJNPA4548H







भारत सरकार GOVERNMENT OF INDIA



Inderjeet Arora जन्म वर्षे / Year of Birth : 1970 पुरुष / Male



2740 1481 0420

आधार - आम आदमी का अधिकार



भारतीय विशिष्ट गहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता: S/O गोविंद राम, ए - ३ / २४७, पहली मंजिल, पश्चिम बिहार, पश्चिमी विल्ली, विल्ली, 110083

Address: S/O Gobind Ram, A - 3 / 247, 1st FLOOR, Paschim Vihar, West Delhi, Delhi, 110063



1947 1800 180 1947





आयकर विमाग

INCOME TAX DEPARTMENT

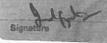
INDER JEET ARORA

GOBIND RAM

15/08/1970

Permanent Account Number

AJNPA4493M







आयकर विमाग INCOMETAX DEPARTMENT



मारत सरकार GOVT OF INDIA

स्थायी लेखा संख्या कार्ड Permanent Account Number Card

AAMCM1133D

TIM Name GJAS SWART HOMES PRIVATE LIMITED



24112021

निगमन / गठन की तार्गक Osts of Incorporation / Fernation 01/10/2018



Government of India



अर्जुन मंगल Arjun Mangal जन्म तिथि / DOB : 07/05/1894 पुरुष / Male



6883 8110 2647 मेरा आधार, मेरी पहचान



हितीय पम

आरतीय विशिष्ट पहुंचान प्राधिकरण Unique identification Authority of India

पता: S/O अजय मंगल, ए.२२, आनंद विहार, देली: ईस्ट देल्ही: देल्ही: 110092 Address: S/O Ajay Mangel: A-22, ANAND VIHAR. Deihl, East Deihl, Deibl, 110092



6883 8110 2647



M. help@uldal.gov.in



आयकर विमाग । NCOMETAX DEPARTMENT



मारत सरकार GOVT OF INDIA

स्थायी लेखा संख्या कार्ड Permanent Account Number Card

CEAPM9565C



HIT I Name ARJUN MANGAL

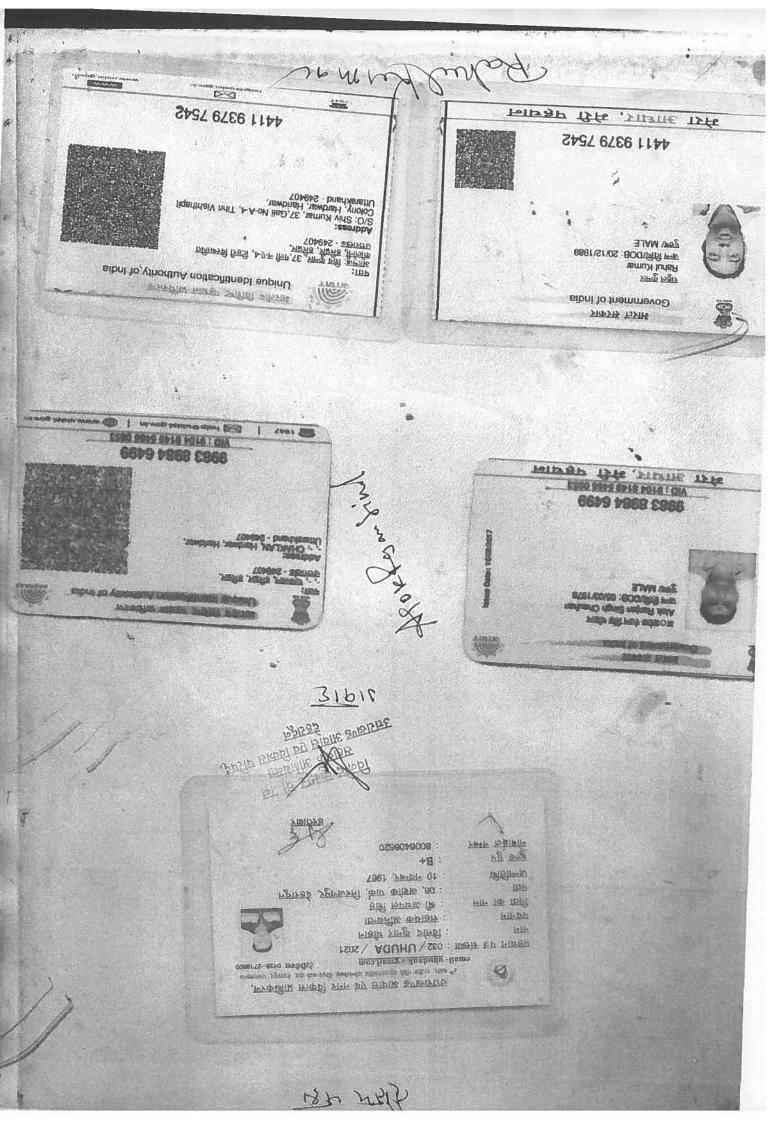
ARJUN MANGAL

पिता का तान । Father's Name AJAY MANGAL

Date of Birth 07/05/1994 Coches signature

04082020

remails:



IN WITNESSES WHEREOF the First Party, Second Party and Third Party have put down their respective signatures on this agreement on the day, month and year first above written.

IN WITNESS WHEREOF the parties have set their respective hands to this Agreement on the day, month and year written hereinbefore in the presence of the under signed witnesses.

LANDOWNERS DE VELOPER(S)

AUTHORISED SIGNATORY (UTTARAKHAND AWAS EVAM VIKAS PARISHAD)

Witnesses

(1) Signature Robert Kermac

Mr. Rahul Kumar S/o Mr. Shiv Kumar

R/o House no. 37, Gali no. A-4, Tehri Visthapit Colony

Haridwar, Tehsil & District Haridwar Aadhar no. 4411 9379 7542

(2) Signature Ason As am Sim

Mr. Alok Ranjan Singh S/o Vikram Singh Chauhan

R/o Mohalla Chaklan Jwalapur Tehsil & District Haridwar

Aadhar no. 9983 8984 6499.

Typist 27-5

Mr. Sandeep Kumar Singh

Mr. Subhash Kumar

Advocate

बही संख्या 1 जिल्द 6,573 के पृष्ठ 145 से 204 पर क्रमाक 5290 पर आज दिनांक 31 May 2022 को रजिस्ट्रीकरण किया गया।

रजिस्ट्रीकर्ता अधिकारी / उप-निबंधक,हरिद्वार,प्रथम 31 May 2022