

आन्ध्र प्रदेश ANDHRA PRADESH

S.No. 47447 Date: 21/06/2008 Rs. 100/-

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To Whom ; M/s. Aparna Shelters Pvt Ltd.

K. RAMA CHANDRAVATHI

STAMP VENDOR (L. No 27/99, Rt No. 16/2008). 6-3-387, Beside Banjara Durbar Hotel. Panjagutta, HYDERABAD - 500 082. Phone. No. 23351799

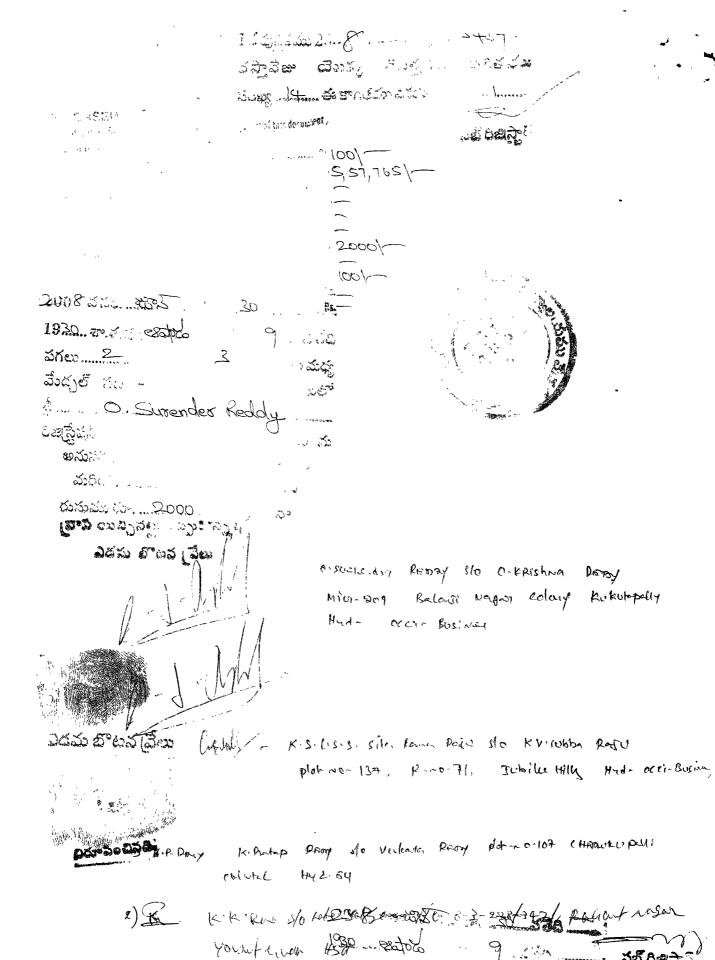
IRREVOCABLE AGREEMENT FOR SALE CUM RREVOCABLE GENERAL POWER OF ATTORNEY

This IRREVOCABLE AGREEMENT FOR SALE CUM IRREVOCABLE GENERAL POWER OF ATTORNEY (this "Agreement") is made and executed on this 30 day of June, 2008, at Sub-Registrar Office, Medchal, Ranga Reddy District, by and between:

SRI O. SURENDER REDDY, S/o SRI O. KRISHNA REDDY, aged about 40 years, Occ.: Business, R/o. MIG-209, Balaji Nagar Colony, Kukatpally, Hyderabad, hereinafter called the "VENDOR" (PAN AADPO8871E) (which expression shall, unless it be repugnant to the context or meaning thereof, include his heirs, legal representatives, executors and administrators)

FOR APARNA SHELTE

Director



AND

M/s. APARÑA SHELTERS PRIVATE LIMITED, a Company registered under the Companies Act 1956, having its registered office at #202, Astral Heights, H. No. 6-3-352/2&3, Road No. 1. Banjara Hills, Hyderabad, Hereinafter called the "PURCHASER COMPANY" (PAN AAGCA3706L) represented by its Director SRI. K. S. L. S. S. SITA RAMA RAJU, S/o. SRI. K. V. SUBBA RAJU, aged about 49 years, Occ: Business, R/o. Plot No. 137, Navanirman Nagar, Road No. 71, Jubilee Hills, Hyderabad.

(which expression shall unless it be repugnant to the context or the meaning thereof mean and include its successors in interest and assigns)

The VENDOR and the PURCHASER COMPANY are collectively referred to as "Parties" and individually as a "Party"

Whereas, the VENDOR is the absolute owner, free from encumbrances, and possessor of freehold land admeasuring Ac.0-07Gts. in Survey No. 445,

Ac.1-20Gts. in Survey No. 447/s and Ac.1-31Gts. in Survey No. 451/56, (Survey Number as per Mutation Proceedings) totally admeasuring . Ac.3-18Gts. situated at Gundlapochampally Village, Medchal Mandal, Ranga Reddy District ("Schedule Land") more particularly described in the First Schedule hereunder. And whereas the Schedule Land has been purchased by the VENDOR under registered Sale Deed dated 11-10-2007 bearing Document No. 16869/2007. on the file of Sub-Registrar, Medchal, Ranga Reddy District from Sri. K. Sudhakar and Others ("Previous Sale Deed/s") more particularly mentioned in the Second Schedule hereunder.

And whereas, the Mandal Revenue Officer. Medchal Mandal, Ranga Reddy District mutated the VENDOR'S name in the Revenue Records vide Proceedings No. E/5887/07 dated 16-12-07 and Pattadar Passbook No. 524224, Title Deed No. 524224 with Patta No. 1682.

And whereas, the VENDOR has offered to sell the Schedule Land to the PURCHASER COMPANY and the PURCHASER COMPANY has agreed to purchase the same, on the terms and conditions mutually agreed between the Parties

Whereas, Parties wish to reduce their terms to writing.

NOW THIS IRREVOCABLE AGREEMENT FOR SALE CUM IRREVOCABLE GENERAL POWER OF ATTORNEY WITNESSETH AS FOLLOWS:

The VENDOR hereby agrees to sell and the PURCHASER COMPANY hereby agrees to purchase the Schedule Land for a total lump sum sale consideration of Rs.5,57,86,500/- (Rupees Five Crores Fifty - Seven Lakhs Eighty Six Thousand Five Hundred Only). Parties agree that the VENDOR will not be required to refund, and the PURCHASER COMPANY shall not be required to pay any additional consideration if the area of the Schedule Land is found to be less or more than the area as detailed in the Previous Sale Deeds and the First Schedule on a survey thereof by the PURCHASER COMPANY.

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- 2. Prior to or simultaneously with the execution of this Agreement, the PURCHASER COMPANY has paid the full lump sum consideration to the VENDOR by way of Cheque bearing No 017939 dated 30.06.20 drawn on Axis Bank Ltd., Jubilee Hills Branch, Hyderabad, the receipt whereof the VENDOR hereby admits and accordingly discharges the PURCHASER COMPANY, forever. The VENDOR confirms that it will forthwith deposit the Cheque for encashment in his bank account.
- 3. The VENDOR shall execute one or more sale deed or sale deeds in respect of the Schedule Land in favour of the PURCHASER COMPANY or its nominee or nominees as and when required by the PURCHASER COMPANY. The PURCHASER COMPANY's Advocate will prepare the Sale Deed and the VENDOR shall execute it without raising any objections or protests, whatsoever.
- 4. Simultaneously with the execution of this Agreement, the VENDOR has delivered to the PURCHASER COMPANY, quiet vacant and peaceful unhindered and unobstructed physical possession of the Schedule Land and the PURCHASER COMPANY is and henceforth will be entitled to hold use occupy and enjoy the same without any obstruction or hindrance from the VENDOR or any person or persons claiming by through under or in trust for the VENDOR.
- 5. The VENDOR has also handed over to the PURCHASER COMPANY, the original Previous Sale Deed/s, and relevant land records, receipts and bills.
- 6. From the date of this Agreement, the PURCHASER COMPANY is and shall be entitled to develop, deal with and dispose of the Schedule Land or any part or parts thereof and any construction or development thereon in consonance with applicable laws, rules and regulations, or its rights and benefits under this Agreement for the consideration and on terms and conditions in such manner as it may in its sole and absolute discretion deem fit and proper including to develop the same into Residential houses/apartments/commercial units/car parks etc. and sell / lease / license or otherwise dispose of the same to prospective purchasers and other persons and to appropriate the revenues or proceeds therefrom in any manner that the PURCHASER COMPANY deems necessary. No consent or permission of the VENDOR in that behalf shall be required.
- 7. The VENDOR confirms that all taxes, maintenance charges, repairs contribution and any other outgoings payable in respect of the Schedule Land to the concerned authority(s) have been paid up to the date hereof and hereby agrees to keep the PURCHASER COMPANY indemnified against non-payment thereof.
- 8. The PURCHASER COMPANY shall bear, pay and discharge all such taxes, maintenance charges, repairs contribution and other outgoings payable in respect of the Schedule Land to the concerned authority(s) on and from the date hereof and hereby agrees to keep the VENDOR indemnified against non-payment thereof.

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- 9. The PURCHASER COMPANY shall be entitled to mortgage / charge or create any encumbrance on the Schedule Land or any part or parts thereof or any construction or development thereon by deposit of the original Previous Sale Deed/s and this Agreement as security and offer to give the same as third party security to Banks/ Financial Institutions. No consent or permission of the VENDOR in that behalf shall be required.
- 10. The VENDOR hereby declares and assures the PURCHASER COMPANY that the VENDOR is the absolute owner of the Schedule Land and the Schedule Land is free from all encumbrances, prior agreements, pre-emption, option, joint family interests, claims on account of partition, inheritance, litigations, lis pendens, charges, adverse claims and demands and the VENDOR has free clear and marketable title thereto and absolute authority and full power to sell the same to the PURCHASER COMPANY and the VENDOR further covenants to indemnify and keep the PURCHASER COMPANY fully indemnified from all or any loss that may be caused to the PURCHASER COMPANY due to any defect in title of the VENDOR. The Schedule Land is self-acquired property of the VENDOR.
- 11. The VENDOR hereby declares and assures that no notice from the Central / State Government, Municipal Corporation, development authority or any other public or private body or authority or any notice under any Central / State law including the Land Acquisition Act, 1894, the Land Requisition Act, the Town Planning Act, the A.P. Assigned Lands (Prohibition of Transfer) Act, 1977, the Andhra Pradesh Ceiling on Agricultural Holdings Act, 1961, Urban Land (Ceiling and Regulations) Act, 1976 or any other local, State or Central statutes has been received or served upon the VENDOR in respect of the Schedule Land or any part thereof which restricts or may restrict the intended sale or development of the Schedule Land.
- 12. The VENDOR covenants that the Schedule Land is not under any reservation, road-widening, set back or set forward and there are no land acquisition or requisition proceedings, income tax, wealth tax, sales tax or other taxation proceedings (whether for recovery or otherwise) initiated by any taxation authorities or local authorities pending whereby the rights of the VENDOR to deal with the Schedule Land is in any way affected and/or jeopardized.
- 13. The VENDOR further covenants that there are no bankruptcy or insolvency proceedings initiated/pending against him/her.

14. The VENDOR is aware that the PURCHASER COMPANY has agreed to purchase the Schedule Land relying on the covenants. representations and warranties of the VENDOR

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- 15. The VENDOR further covenants with the PURCHASER COMPANY as follows:-
 - (a) There are no boundary disputes between the VENDOR and the adjacent owners affecting the Schedule Land, and the boundaries and areas mentioned in the First Schedule are correct and true.
 - (b) The Vendor will assist the PURCHASER COMPANY to take all steps to insert the PURCHASER COMPANY's name in the possessor column of the Register of Rights;
 - (c) The total holding of the VENDOR, including the Schedule Land, is within the permitted ceiling limits, and the same have not been declared as surplus land under agricultural/urban land ceiling laws;
 - (d) The Schedule Land is not government land;
 - (e) The Schedule Land is situated in residential zone;
 - (f) Presently, there is no construction on the Schedule Land;
 - (g) The Schedule Land is not an assigned land within the meaning of A.P. Assigned Lands (Prohibition of Transfer) Act, 1977,
 - (h) There are no protected tenants in respect of the Schedule Land:
 - (i) The VENDOR shall not enter into any arrangement or understanding with any other person/s in any manner whatsoever for the sale/transfer or otherwise for the Schedule Land from the date of this Agreement until conveyance; and
 - (j) The VENDOR shall all acts, deeds and things as may be necessary to ensure the vesting of clear and marketable title to the Schedule Land in the PURCHASER COMPANY.
- 16. The VENDOR deems it expedient to appoint the PURCHASER COMPANY as its attorney in respect of Schedule Land and accordingly appoints the PURCHASER COMPANY as its lawful attorney (through its duly authorised director/s or senior executive/s) to act on his/her behalf and to do the following acts, deeds, matters and things in his/her name, inter alia:
 - (i) To enter into agreements/transfer deeds/MOUs with third parties to sell or otherwise alienate or convey/sell/lease/license or otherwise part with possession of the Schedule Land or any part thereof or any construction thereon in favour of prospective purchasers/lessees/licensees etc. or any other third party along with houses /apartments/commercial areas or undivided share of the Schedule Land and receive the consideration and appropriate the same, issue discharge receipts and execute sale deed or conveyance deed/lease/license or any other deed or document and present the same for registration and admit execution thereof and to perform incidental matters.

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- (ii) To form one or more co-operative society, condominium or company of flat/house/unit purchasers.
- (iii) To approach the Mandal Revenue Officer or other concerned authority to initiate proceedings for mutating its interest in relation to the Schedule Land in the revenue records and apply for issue of Pattadar Passbook, Title Deed and any other document, if any, in its favour; as required/permissible by law.
- (iv) To mortgage the Schedule Land or any part or parts thereof, including any development with Banks or financial institutions by depositing the original title deeds, including previous Sale Deed/s, and to execute the loan documents.
- (v) To approach any Government, State, Central or local or other authority including Gram Panchayat, Tahsildar, Collector, Mandal Revenue Officer, Revenue Divisional Officer, HUDA/CDA, GHMC AP Transco, Hyderabad Metropolitan Water-Supply and Sewerage Board, Pollution Control Board, Director Fire Services, Civil Aviation/AAI, Competent Authority (U.L.C.), Chief Commissioner of Land Administration, Government of A.P., Sub-Registrar of Assurances etc., for any grant, permission, license, no objection certificate, clearance, regularization, service connection etc., and to execute the gift deed/mortgage deed in favour of HUDA/local authorities as per the terms of sanctioned layout.
- (vi) To appoint its security personnel to the Schedule land and put up its signage and name boards in and around the Schedule Land.
- (vii) To do all necessary acts deeds and things in connection with the development of the Schedule Land including:-
 - Appointment of architects, engineers, surveyors, contractors and consultants for the development of the Schedule Land.
 - b) Prépare Plans for development of the property and prepare, sign and file all applications or the like for the purpose of obtaining and securing the necessary approvals:
 - Apply for and get necessary approvals, sanctions and permissions from the appropriate authority(s) for the development of the Schedule Land from the concerned Municipal and local/State/Central authorities;
 - Appear and make all representations before the concerned authority or submit such further documents relating to the development as may be required for the purpose of obtaining and securing necessary approvals;

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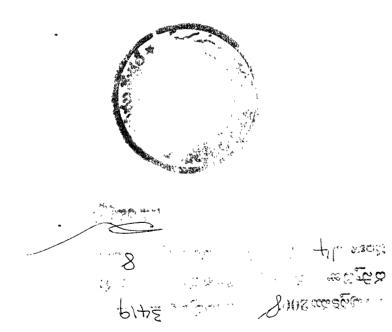


- e) Purchase transferable Development Rights and obtain necessary approvals, sanctions and permissions from the concerned authorities to utilize the same on the Schedule Land,
- f) Approach the Land Revenue Authorities and any other authority(s) for demarcation/ sub-division of the Schedule Land or amalgamation of the property with any other adjacent plot, if defined;
- g) To carry on correspondence from its registered address with all concerned Authorities and bodies and to appear and represent the VENDOR before all concerned authorities and parties as may be necessary in connection with the Schedule Land. To apply for and obtain electric, water, drainage and other connections from the supply undertaking/s and to do such acts, deeds, maters and things as may be necessary for the development and use of the Schedule Land;
- h) Pay all such charges, levies, taxes or the like as may be required in order to obtain and secure the Approvals and continue to pay all such charges, levies, taxes or the like as may be required for the commencement, continuation and completion of the development of the Schedule Land;
- i) To execute any other document incidental to this Agreement and also development and sale of the Schedule Land and/or construction thereon including affidavits, declarations, applications, plans, forms and to do all other acts and things as may be required to be done for development of the Schedule Land, as the VENDOR would do under his/her own hand.
- (viii) To file, prosecute, defend, withdraw any suit complaint, petition, appeal, revision, writ petition or other proceedings before any court of law. civil, criminal or revenue/survey and to engage or remove advocates
- (ix) To sign Affidavits, Vakalatnamas, petitions, applications, etc., to verify the pleadings, enter into compromise and receive money, file full or part satisfaction memos in respect of compromise and to refer the matter to arbitration.

(x) And to do such other acts as may be necessary and incidental for the purpose of managing, protecting, developing or disposing of the Schedule Land or any development or construction thereon

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- (xi) And also for the better and more effectually doing effecting and performing the several matters and things aforesaid, to appoint from time to time or generally any of its officer/s, director/s or special executive/s or such person or persons as the Attorney may think fit as his/their substitute or substitutes to do execute and perform all or any such matters and things as aforesaid and any such substitute or substitutes at pleasure to remove and to appoint another or others in his or their place and the VENDOR hereby agrees at all times to ratify and confirm whatsoever the Attorney or any such substitute or substitutes shall lawfully do or cause to be done in or about the Schedule Land
- (xii) The VENDOR hereby declares that the powers, authorities and discretions hereby conferred shall not be revoked forever but the same are intended to extend and shall in all cases extend to any other matters or transactions pertaining to the Schedule Land not herein precisely mentioned and that the powers granted under this Agreement as well as this Agreement are irrevocable being given for consideration in favour of the PURCHASER COMPANY coupled with interest and in part performance of their agreement and accordingly the PURCHASER COMPANY (and its nominees/assigns) shall be always entitled to exercise. the powers conferred upon it irrevocably and this Agreement shall remain irrevocable without being affected by the death / insolvency of the VENDOR. This Agreement shall also be binding on all the heirs, executors and administrators of the VENDOR, without limitation
- 17. Notwithstanding the delegation of powers to the PURCHASER COMPANY as above, the VENDOR shall remain liable to discharge all his/her obligation under this Agreement including execution of the sale deed or other conveyance as may be required by the PURCHASER COMPANY with respect to the Schedule Land at any time (either in the name of the PURCHASER COMPANY or its nominees) and to execute any other document or deed as may be necessary for obtaining any. permission, license, grant, clearance etc., or for better conveyance as may be required by the PURCHASER COMPANY at their cost. The VENDOR agrees that if within two days of being required by the PURCHASER COMPANY or its nominees to execute the Sale Deed / Conveyance as aforesaid, the VENDOR is unable/unwilling/unavailable to execute the same for any reason whatsoever, the PURCHASER COMPANY shall be entitled, and is hereby authorised, to execute the same for and on behalf of and in the name of the VENDOR in favour of the PURCHASER COMPANY or its nominee/s and upon such execution, the Sale Deed shall be executed and registered as if the same was executed and registered by the VENDOR in person.



- 18. Henceforth, the VENDOR shall not have any right, title and interest in the Schedule Land, which shall be enjoyed by the PURCHASER COMPANY without any let or hindrance from the VENDOR and anyone else claiming through him. There is no further obligation that the PURCHASER COMPANY has to fulfill towards the VENDOR with respect to the Schedule Land in favour of the VENDOR from the date of this Agreement. This Agreement shall continue in full force and be binding on the VENDOR till the execution of the Sale /Conveyance Deed of the Schedule Land to and in favour of the PURCHASER COMPANY or its nominee/s. Also, the Vendor, himself/herself, will not exercise any of the powers granted by it to the PURCHASER COMPANY.
- 19. The VENDOR shall keep indemnified the PURCHASER COMPANY of from or against all actions, suits and proceedings and all claims demands expenses or other liabilities of whatsoever nature made or suffered by or brought against or incurred by the PURCHASER COMPANY by reason or by virtue of the non-performance or non-observance by the VENDOR of any of the terms and conditions on which they hold and occupy the Schedule Land.
- 20. The VENDOR hereby declare that the Schedule Land is not an assigned land within the meaning of A.P Assigned Lands (Prohibition of Transfer) Act, 1977 and not vacant land within the meaning of Urban Land (Ceiling and Regulations) Act, 1976 as the same situated outside purview of the Hyderabad Urban Agglomeration
- 21. The VENDOR further declares that market value of the Schedule Land is Rs.1,100/- per sq. yd However the consideration paid under this document is more than the Market Value hence, the sufficient Stamp Duty is paid on the consideration thereon [under Article 6 (B) of Schedule I-A of the Indian Stamp Act as applicable to Andhra Pradesh read with. G.O. MS No. 1475, Rev. (Regn.) Dept. dated July 30, 2005 and G.O. MS No. 1481, Rev. (Regn.) Dept. dated November 30, 2007].
- 22. This Agreement is governed by the laws of India. Courts in Ranga Reddy District at L.B. Nagar or as applicable, other competent Courts shall have exclusive jurisdiction to try and dispose the disputes under this Agreement.
- 23. Parties agree that the PURCHASER COMPANY shall be entitled to call upon the VENDOR to specifically perform this Agreement in its entirety. Damages or compensation shall not be an adequate alternative remedy.
- 24. The VENDOR confirms that from the date of this Agreement, the PURCHASER COMPANY shall be entitled to require all correspondence pertaining to the Schedule Land (though in the name of the VENDOR) to be initiated and received at the PURCHASER COMPANY's address.



This Document has executed on:

N.J. Stamp Worth : Rs.100/D. S. D. : Rs.5,57,765/-

Registration Fee : Rs.2,000/-

User Charges : Rs.100/-

Total : Rs.5,59,865/-

Paid by way of CHA224M No. 697620 dated 30.0608 drawn on SBH Bank, Medical Branch

Under Rule 3 of Andhra Pradesh Prevention of Under valuation of Instruments Rules, 1975.

Name of the Village	Survey No.	Extent AcGts.	Rate (in Rs.) Per Sq. Yds.	Total Market Value (in Rs.)	Consideration Value (in Rs.)
Gundlapochampally	445 447/හ 451/සා	0-07 1-20 1-31 3-18	1,100/-	1,83,67,800/-	5,57,86,500/-

FIRST SCHEDULE

(Description of Schedule Land)

All that freehold land admeasuring Ac 0-07Gts in Survey No 445, Ac.1-20Gts. In Survey No 447/ and Ac 1-31Gts. in Survey No. 451/ (Survey Number as per Mutation Proceedings) totally admeasuring Ac.3-18Gts. situated at Gundlapochampally Village. Medchal Mandal, Ranga Reddy District, and boundaries as following:

NORTH: Land in Survey No. 462 & 461

SOUTH : Land in Survey No. 449 & 450

EAST : Land in Survey No. 447

WEST: Land in Survey No. 451/1

SECOND SCHEDULE

(List of Previous Sale Deed)

- Sale Deed dated 11-10-2007 bearing Document No 16869/2007.
- 2. Sale Deed dated 04-12-2006 bearing Document No. 28650/2006.

3 Sale Deed dated 06-07-1978 bearing Document No. 1042/1978

Director



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IN WITNESS WHEREOF, the Parties herein have signed and executed this IRREVOCABLE AGREEMENT FOR SALE CUM IRREVOCABLE GENERAL POWER OF ATTORNEY, with their free will and consent, on above mentioned day, month and year, in the presence of the following witnesses:

WITNESSES:

1. K.P Parray

2.

PURCHASER COMPANY

RECEIPT

Received from the PURCHASER COMPANY, Rs.5,57,86,500/- (Rupees Five Crores Fifty Seven Lakhs Eighty Six Thousand Five Hundred Only) being the full and final consideration payable by it to me. as mentioned in clause 1 vide Cheque bearing No 017939 dated 30.06.3000 drawn on Axis Bank Ltd., Jubilee Hills Branch, Hyderabad.

SAY RECEIVED

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PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908

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_	-		O: Sunender Reddy Slo: O:Koushna Reddy Rlo: MT G-209, Balak Magan Colony, Kukatlally Hyderahod:
			Alanha Chelters PVI Ltd Red. by ity Durector, K.S.L.S.S. Sute Rama. Ro Slo. K.V. Suhba. Raju Rlo. Plot- 010.137, 01040mm Nagar, Road Th.71, Juliel Hully, thy dending
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SIGNATURE OF WITNESSES

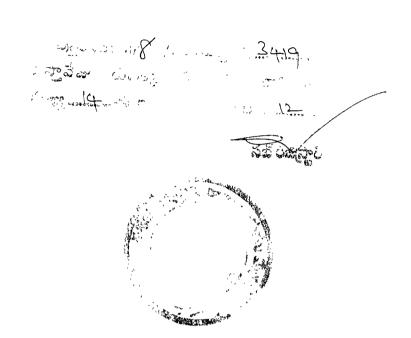
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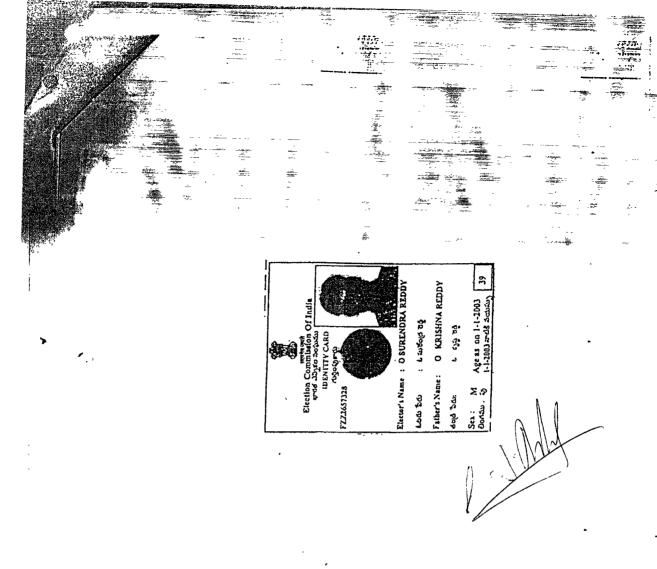
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SIGNATURE OF EXECUTANTS

FOR APARNA SHELTERS PRIVATE LIMITED

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Place HYDERABAD

Place HYDERABAD

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15-21-1/N1267/I 15-21-1/M267/1

Address:





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3	Satya Venkata Naga		Dallighter	13/04/88	18
-1	Raja Sekhar	48. 3	Son	25/03/90	16

DPL No 102 Jubice Hills club, **经**联系数 Jubilee Hills

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I SI PERNINA SCIELIERS PRIVATE LIMITED

Father/ Husband name: Venkara Subba Raju

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: Employee Rrivate

ಇಂಟಿ,ನಂ./House No.

Street

Colony.

Ward

Circle 🗏

జిల్లా /District ఛ

Annual Income (RS) 600,000 LPG Consumer No. (I) 2632/(Double)

L'G Dealer Name (1) : Venkata Sai, IQC

L. G Consumer No. (2) L L. G Dealer Name (2)

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