



सत्यमेव जयते

## **INDIA NON JUDICIAL**

**Government of National Capital Territory of Delhi**

₹500

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

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SOLAR ENERGY CORPORATION OD INDIA LTD  
Article 5 General Agreement  
ARTICLE 5 GENERAL AGREEMENT  
0  
(Zero)  
SOLAR ENERGY CORPORATION OF INDIA LTD  
SANY WIND ENERGY INDIA PVT LTD  
SOLAR ENERGY CORPORATION OF INDIA LTD  
500  
(Five Hundred only)

2500

SELF PRINTED CERTIFICATE TO BE  
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## **CONFIDENTIALITY AND NON – DISCLOSURE AGREEMENT**

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into on this the

17<sup>th</sup> day of November 2025 ("Effective Date")

**BY AND BETWEEN**

1. **Solar Energy Corporation of India Limited**, a Central Public Sector Undertaking, having its registered office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East

### **Statutory Alert:**

- Statutory Alert:**  
1. The authenticity of this Stamp certificate should be verified at '[www.shcilestamp.com](http://www.shcilestamp.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.  
2. The onus of checking the legitimacy is on the users of the certificate  
3. In case of any discrepancy please inform the Competent Authority

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Kidwai Nagar, New Delhi-110023, represented by its DGM(PS), Ms. Anita Mohan Goel, hereinafter referred to as "**SECI**" (the term shall, wherever the context so permits includes its representatives, administrators, successors-in-business and permitted assigns), of the **FIRST PART**;

2. **Sany Wind Energy India Pvt Ltd**, a company, registered under the Companies Act, 2013, bearing Corporate Identification Number (CIN) U74999PN2016FTC167278 and having its registered office at Plot No. E-4, Chakan Industrial Area, Phase-III, Village - Kuruli, Taluka - Khed, Pune – 410501 represented by its **Country Manager & Director, Dr. Govind Bhagwatikar**, hereinafter referred to as the "**Original Equipment Manufacturer (OEM)**" (the term shall, wherever the context so permits includes its representatives, administrators, successors-in-business and permitted assigns), of the **SECOND PART**;

Each of SECI and the OEM shall individually be referred as "Party" and jointly as "Parties".

### RECITALS

#### WHEREAS

- A. WHEREBY SECI is engaged in the business of developing renewable energy projects, and has approached National Institute of Wind Energy (NIWE), an autonomous R&D institution under the Ministry of New and Renewable Energy (MNRE), Government of India, vide email dated 02.01.2025, requesting for annual energy production (AEP) analysis utilizing the SECI 100m wind mast data, which was installed by NIWE in the region, and data collected for the period from May 2018 to May 2021, with the requisite extrapolation to the hub height of the wind turbines proposed by SECI for the development of a **50 MW Wind farm at Ramagiri**, Andhra Pradesh (hereinafter referred to as "Purpose"). For this purpose, SECI requires the information as received from Original Equipment Manufacturer (OEM) to be transferred to NIWE.
- B. WHEREBY OEM is an Original Equipment Manufacturer (OEM) engaged in the business of, inter alia, designing, manufacturing and supply of Wind Turbine Generators (WTGs).



- C. WHEREBY SECI has entered into a Service Agreement dated 19.09.2025 with NIWE for the purpose of conducting Annual Energy Production analysis for which SECI requires the information as received from OEM to be transferred to NIWE.
- D. WHEREBY, to ensure the accuracy and reliability of the energy estimation and micro-siting results, the AEP analysis will incorporate WTG models that are currently listed under the Approved List of Models and Manufacturers (Wind) (ALMM(Wind)) as selected by SECI and will focus on providing precise generation prognosis for the proposed wind farm locations.
- E. WHEREBY, SECI has selected the OEM's wind turbine generator model and accordingly the OEM shall provide WTG model no. SI-16840, HH 139 Meters, Rotor Dia 166.8 Meters wind turbine model power curve and thrust curve, a Confidential Information, to SECI for AEP calculations and for the Purpose above-mentioned. Further, SECI shall disclose the Confidential Information to NIWE for the Purpose mentioned herein.
- F. SECI shall not use the Confidential Information beyond what is required for the Purpose described herein.
- G. The OEM hereby expressly consents to the disclosure of Confidential Information by SECI to NIWE for the Purpose.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

## 1. DEFINITIONS

- 1.1. '**Affiliates**' shall mean any business entity that directly or indirectly controls a Party; or is directly or indirectly controlled by a Party; or is directly or indirectly controlled by a business entity directly or indirectly controlling a Party. Control exists when an entity owns or controls directly or indirectly 50% or more of the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity who possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other entity.
- 1.2. '**Confidential Information**' shall mean any and all technical, financial, business, or operational information disclosed by the Disclosing Party to the Receiving Party, that is designated as confidential or proprietary at the time of disclosure or that should be reasonably understood to be confidential given the nature of the information and the



circumstances surrounding the disclosure. For purposes of this Agreement, the term "Confidential Information" includes, but is not limited to, any information, whether in oral, written, graphic, or in machine-readable form, disclosed, in whole or in part, by the Disclosing Party to the Receiving Party in connection with the Purpose described herein. This includes any analyses, compilations, studies, or other documents prepared by the Receiving Party that contain or reflect such information delivered by the Disclosing Party in connection with the Purpose, and specifically includes wind turbine power and thrust curves and related data, along with specifications, technical plans, proposals, concepts and ideas, improvements, marketing plans, financial information, reports, memoranda, products and user manuals, software, personal information, engineering data, hardware configuration information, product and service developments, Intellectual Property, operating procedures, and documents now existing or later acquired by the Receiving Party or their Affiliates. The Confidential Information further encompasses any other type of business information related to the Disclosing Party or their respective Affiliates, regardless of whether such information qualifies as a "trade secret" under applicable central or state law, whether or not the information is reduced to writing, and whether or not it is protectable by patent or copyright registration, in both object code and source code form.

- 1.3. "**Disclosing Party**" shall mean the OEM that discloses Confidential Information to SECI.
- 1.4. "**Intellectual Property**" shall mean any Intellectual Property of Disclosing Party including but not limited to patents including patent applications and patents arising from such applications, and continuations of or relating to patents, trademarks, copyrights, registered designs, rights of license, assignment, use, moral rights, right of confidence in know how or technical or commercial information generally, trade secrets and any other such rights or interests in intellectual property, developed by the Disclosing Party, including all applications, renewals, extensions and revivals thereof, whether or not protected under any law in force and furnished by the Disclosing Party to the Receiving Party.
- 1.5. "**Receiving Party**" shall mean SECI that receives Confidential Information from the OEM.
- 1.6. "**Representatives**" of the Receiving Party shall mean and include its employees, officers or directors, agents and any professional consultant(s) retained or engaged by the Receiving Party for the Purpose mentioned herein and shall include NIWE.



## **2. PURPOSE**

The purpose of this Agreement is to state the terms and conditions under which the Disclosing Party shall disclose, and the Receiving Party shall deal with, use and handle Confidential Information that it may encounter or be exposed to in the course of consultations, discussions and communications in relation to the Purpose.

The OEM acknowledges, agrees and expressly consents that by virtue of this Agreement, certain Confidential Information of OEM shall be disclosed by SECI to NIWE for the limited purpose herein, subject to the same confidentiality obligations as set out in this Agreement.

SECI acknowledges and agrees that it shall use the Confidential Information solely for the Purpose.

SECI expressly acknowledges and agrees that all rights, title, interest in and to the Confidential Information received under this Agreement including data, material, documents, reports, or derivatives thereof provided to SECI or made available to SECI by OEM shall be the exclusive property of the OEM. SECI shall not have any proprietary rights, title or interest over the same. SECI further agrees that it shall not claim or assert any proprietary rights or intellectual property rights over the Confidential Information or part thereof nor will SECI use the same for purpose other than expressly permitted in this Agreement.

## **3. INTELLECTUAL PROPERTY RIGHTS**

- 2.1 The Confidential Information that has been conceptualized and developed by the Disclosing Party, having spent considerable time and resources, where every aspect of the same, whether registered and/ or unregistered, shall be and remain the sole and exclusive property of the Disclosing Party.
- 2.2 In cases where any of the Intellectual Property pertaining to the Confidential Information is not registered, the Receiving Party and/or its Representative shall make no attempt to secure any rights over the Intellectual Property disclosed as Confidential Information.

## **4. TERMS OF DISCLOSURE OF CONFIDENTIAL INFORMATION**

- 4.1. The obligations of the Parties under this Agreement are in addition to and in no way derogate from their obligations or the obligations of their personnel in respect of secret and Confidential Information at law or under any trade or professional custom or use.



- 4.2. Upon prior written request by the Receiving Party, the Disclosing Party shall provide a signed, dated receipt which itemizes the Confidential Information transmitted or received under this Agreement.
- 4.3. In consideration of the Confidential Information made available by the Disclosing Party to the Receiving Party; the Receiving party hereby undertakes:
- (i) not to disclose, or reveal the Confidential Information to any person whatsoever, except with prior written consent of the Disclosing Party or as permitted under the Purpose; and
  - (ii) not to copy, reproduce, or in any other way duplicate, or remove from premises within the effective control of Disclosing Party, any documents, papers, notes, memoranda, software, diskettes, discs, or any all-other materials, or tangibles containing, or prepared by using the Confidential Information, save with the prior written consent of the Disclosing Party.
- 4.4. The Receiving Party hereto expressly acknowledge that all materials, papers, notes, memoranda, software, diskettes, discs, smart chips and all other materials, or tangibles containing, or prepared using any Confidential Information received from the Disclosing Party, shall be the exclusive property of the Disclosing Party.
- 4.5. Nothing herein shall prevent the Receiving Party from disclosing any Confidential Information received or obtained from the Disclosing Party to such of its Representatives on a strict need to know basis who are directly involved in the Purpose, or who are required in the course of their duties to receive such Confidential Information, provided that the Receiving Party shall make sure that each of such persons, or entities shall strictly observe the terms of this Agreement and to execute written undertakings in favor of Disclosing Party to comply with the terms of this Agreement;
- 4.6. If the Receiving Party is compelled to disclose any Confidential Information about the Disclosing Party by virtue of any law or court order, it will immediately notify the Disclosing Party of such an event prior to the disclosure to be made and the list of the Confidential Information required to be disclosed. In the event that the Disclosing Party is of bona fide opinion, that disclosure of such information may be contested in lawful proceedings (the "said proceedings"), then the Receiving Party shall not make such disclosure without affording the Disclosing Party an opportunity of instituting or pursuing the legal proceedings, and shall await the outcome of said proceedings and shall comply with any order, that may be secured for the stay, or suspension of any

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disclosure. The Receiving Party shall in such circumstances aforesaid take all lawful steps and actions and render all reasonable co-operation and assistance as the Disclosing Party may reasonably require protecting the disclosure of such information.

- 4.7. The Parties hereto agree, that documents, whether containing Confidential Information, or otherwise, made available to the Receiving Party or its Representatives prior to, or in the course of, or for the purpose of negotiations, or discussions in relation to the Purpose, will not constitute an offer, or invitation by, or on behalf of, the Parties hereto; nor will those documents, nor the information contained in the form the basis of, or any representation in relation to, any contract.

## **5. LIMITATION ON USE OF CONFIDENTIAL INFORMATION**

- 5.1. The Receiving Party shall not undertake any reverse engineering, decryption, de-compilation or replication or any similar act intended for the replication of any products containing Confidential Information unless specifically authorized in writing to do so by the Disclosing Party.
- 5.2. Subject to the provisions of this Agreement, the Receiving Party shall have no right to own, license or transfer to others, the Confidential Information provided by the Disclosing Party pursuant to this Agreement without prior written consent from the Disclosing Party. The Receiving Party shall not, without the prior written consent of the Disclosing Party use, or allow the use of, any trade marks, logos, devices, symbols or other similar items (whether registered or otherwise) owned or used by, or licensed to, that other Party, or any other items misleadingly, confusingly or materially similar to the foregoing, including, without prejudice to the generality of the foregoing, the names and any logo used by another Party from time to time in respect of its correspondence or notices.
- 5.3. Other than through customary / ordinary back-up or archival procedures for electronic information without any active or passive access by any person and excluding unauthorized access of the Confidential Information, the Receiving Party shall not copy or maintain the Confidential Information for any purpose other than the purpose specified in this Agreement without prior written consent from Disclosing Party.

## **6. OBLIGATIONS OF THE PARTIES**

### **6.1. Obligations of SECI**

- a) **Confidentiality:** Keep confidential any Confidential Information received from the OEM in connection with this Agreement, except as otherwise required by law or for the Purpose mentioned herein. In this regard, SECI shall take all reasonable measures to



protect the Confidential Information from unauthorized access, use, or disclosure. SECI shall exercise the same degree of care to protect the Confidential Information as it does with its own confidential information, but no less than reasonable care.

- b) **Limited Use:** Use the Confidential Information solely for the Purpose in accordance with applicable certification standards and procedures.
- c) **Internal Access:** Limit access to Confidential Information to its Representatives as per terms of this Agreement.
- d) **Notification of Unauthorized Disclosure:** SECI agrees to promptly notify OEM through necessary & adequate evidence if it becomes aware of any unauthorized use or disclosure of Confidential Information.

#### 6.2. **Obligations of OEM**

- (a) **Consent to Disclosure:** Providing express consent to SECI to disclose the Confidential Information, as received from OEM to NIWE for the Purpose mentioned herein.
- (b) **No Objection:** The OEM has no objection to such disclosures of Confidential Information to NIWE and acknowledges that the disclosure of Confidential Information is essential for the Purpose described herein.
- (c) **Provide Accurate Information:**—Provide SECI with all necessary Confidential Information related to the wind turbine model for the Purpose described under this Agreement on “as is” basis.
- (d) **Notification of Unauthorized Disclosure:** OEM agrees to promptly notify SECI through necessary & adequate evidence if it becomes aware of any unauthorized use or disclosure of Confidential Information.

### 7. LIMITATION OF LIABILITY & INDEMNIFICATION

- 7.1. OEM acknowledges SECI's limited role in providing the Confidential Information of the OEM to NIWE and that SECI has no role in reassessment of the Confidential Information and that SECI is not responsible for ensuring the accuracy, completeness, or performance of the wind turbine models.
- 7.2. SECI and its representatives shall not be held responsible for any claims, losses, damages, or liabilities arising from OEM or its affiliates' breach of confidentiality or its obligations under this Agreement. The OEM agrees to indemnify and hold harmless SECI from any such claims, including all associated costs, expenses and legal fees arising directly from OEM's breach of confidentiality under this Agreement, provided that such breach is not caused or contributed to by SECI's own acts or omissions.

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- 7.3: Notwithstanding the foregoing, Parties shall be liable only for direct damages arising from its own wilful misconduct or gross negligence in handling Confidential Information. In such cases, each Party's total liability shall be limited to the direct losses suffered and shall not include consequential, incidental, or indirect damages, except to the extent such damages arise from a breach of confidentiality or misuse by SECI in violation of this Agreement.
- 7.4. OEM shall indemnify, defend, and hold harmless SECI, its officers, directors, employees, and agents only to the extent that any claim, loss, damage, liability, cost, or expense (including reasonable legal fees) arises directly from OEM's wilful misconduct or gross negligence in the performance of its obligations under this Agreement.
- 7.5. The indemnity obligations shall survive the termination or expiry of the Agreement.

## **8. LIMITATION ON OBLIGATIONS**

- 8.1. The confidentiality and nondisclosure obligations of the Receiving Party under this Agreement shall not apply to any Confidential Information to the extent it:
- a) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the Receiving Party
  - b) is already known by Receiving Party prior to the disclosure without an obligation of confidentiality as evidenced by reasonable documentation
  - c) becomes known to the Receiving Party through non-confidential disclosure by sources other than the Disclosing Party that, to the knowledge of the Receiving Party, had the legal right to disclose such Confidential Information
  - d) has been independently developed by the Receiving Party without reference to or reliance upon the Disclosing Party's Confidential Information, as evidenced by reasonable documentation.

## **9. DISPUTE RESOLUTION, GOVERNING LAW & INJUNCTIVE RELIEF**

- 9.1. Any and all disputes and differences which may arise between the parties hereto, out of or in relation to this Agreement, including any dispute or difference in regard to the interpretation of any provision or term hereof or the meaning thereof, or in regard to any claim of one party against the other or in regard to the rights and /or obligations of any party or parties hereto, howsoever, shall be first resolved amicably by mutual negotiations by authorized officers or representatives of both the Parties at a mutually agreed time and place, or may be conducted virtually at the option of either Party.



- 9.2. If the Parties are unable to resolve any such claims, disputes and differences amicably among themselves within a period of thirty (30) days from the date of notification of the disputes or commencement of the negotiation, the same shall be referred to Arbitration, the proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 in force along with amendments from time to time with fees decided as per the Fourth Schedule of Arbitration and Conciliation Act, 1996. The proceedings shall be conducted in English by a tribunal consisting of three arbitrators, one appointed by each Party and the third appointed jointly by the two arbitrators and the seat and venue of the Arbitration shall be in New Delhi. The Parties shall each bear their respective costs and attorney's fees incurred in any arbitration proceeding. Provided, that the arbitral tribunal shall have the authority and power to require either Party to pay the costs and attorney's fees of the other Party as part of any award or remedy that is ordered. The Award of the Arbitrator shall be final and binding on both Parties.
- 9.3. If either Parties refuses to comply with the Arbitral Award, the Parties hereby agree to submit to the exclusive jurisdiction of the Courts at New Delhi in respect of all proceedings in relation to this Agreement including execution of the Arbitral Award, and waive any objections based on venue or jurisdiction.
- 9.4. The Parties hereby acknowledge and agree that this Agreement shall be governed by the Laws of India.

Notwithstanding anything to the contrary contained in this Clause or elsewhere in this Agreement, the Disclosing Party reserves the right and shall be entitled to seek specific performance, an injunction or any other form of equitable relief before any court or tribunal of competent jurisdiction, against the Receiving Party. The Receiving Party agrees that monetary damages would be inadequate compensation to the Disclosing Party in the event the Receiving Party breaches any provision of this Agreement.

## 10. TERM AND TERMINATION

- 10.1. This Agreement will be in force from the Effective Date, 17<sup>th</sup> NOV 2025
- 10.2. This Agreement shall expire after twenty (20) years from the Effective Date.
- 10.3. The Receiving Party's confidentiality, nondisclosure, and non-use obligations under this Agreement shall remain in effect for twenty-one (21) years from the Effective Date, or until the Receiving Party either returns the Confidential Information to the Disclosing Party or submits a report of destruction to the Disclosing Party, whichever occurs earlier.

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10.4. The Parties may terminate this Agreement by giving the other Party a thirty (30) days prior written notice. Notwithstanding any such expiration or termination, all rights and obligations hereunder with respect to Confidential Information disclosed prior to such termination shall survive for the periods provided herein.

## 11. RETURN OF CONFIDENTIAL INFORMATION

- 11.1. Upon request, the Receiving Party shall return all Confidential Information and all copies and other reproductions hereof, including notes, studies, and other documents thereof within ten (10) days. In lieu of delivering to the Disclosing Party any written materials, the Receiving Party may destroy or erase such written materials from its computer disk or electronic storage facility of any type owned or used by it or by any of its personnel any such Confidential Information, and must provide the Disclosing Party with satisfactory evidence of such destruction or deletion if requested by the Disclosing Party and deliver a sworn certificate to Disclosing Party confirming such destruction.
- 11.2. Notwithstanding a request for return or destruction, the Receiving Party shall be entitled to keep (i) any copies of the Confidential Information which Receiving Party is required by law to retain; and (ii) any electronic copies made as part of Receiving Party's customary /ordinary backup or archival procedures for electronic information without any active or passive access by any person and excluding unauthorized access of the Confidential Information.
- 11.3. If the Receiving Party exercises its right to keep any copies of Confidential Information in accordance with Clause 11.2 above, all obligations with respect to such Confidential Information placed under this Agreement shall remain in force until the return or destruction of the Confidential Information.

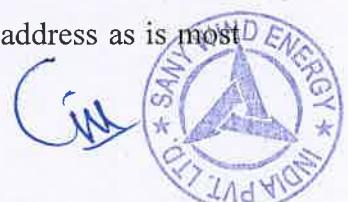
## 12. NOTICE

- 12.1. All notices in accordance with this Agreement shall be in writing and given by email, fax (with evidence of confirmation or receipt), hand delivery, overnight express delivery, or certified mail, return receipt requested and properly addressed to the party for whom it is intended at the following address, or at such other address as is most recently noticed by such Party.

If to SECI:

Attention: Ms. Anita Mohan Goel

Designation: Deputy General Manager (PS)



Email: [anitaag@seci.co.in](mailto:anitaag@seci.co.in)

Tel.: [+91 \(11\) 24666224](tel:+91(11)24666224)

**If to OEM:**

Attention: Dr. Govind Bhagwatikar

Designation: Country Manager & Director

Email: [govind.bhagwatikar@sanygroup.com](mailto:govind.bhagwatikar@sanygroup.com)

Tel.: [+91 \(021\) 35 670288](tel:+91(021)35670288)

### **13. MISCELLANEOUS**

- i. **Severability:** If any provisions of this Agreement is found by any Court to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
- ii. **Waiver:** It is expressly agreed by the Parties that a failure or delay by any Party to require the enforcement of any of the provisions of this Agreement shall not be construed as a waiver by such Party or any of its rights nor will it affect in any way the validity of this Agreement or any of its provisions, or the right to enforce such provisions at any time thereafter.
- iii. **Assignment:** No Party shall assign, sub-contract, or assign any of its rights or obligations under this Agreement or any document referred therein.
- iv. **Entire Agreement:** This Agreement shall be binding on the Parties and upon their respective successors, assigns, agents and representatives.
- v. **Amendment:** Any changes, revisions, modifications and/or amendments to this Agreement must be in writing, signed by both the Parties.
- vi. **License:** Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Parties, in any of the information.
- vii. **Governing Law -** This Agreement shall be read and construed in all respects with the Laws of India and the competent Courts of New Delhi alone shall have exclusive jurisdiction in the matter.
- viii. **Non Publicity -** Either Party shall not make any public statement regarding this Agreement and the contents hereof, or the proposed business relationship without prior written approval of the other Party.



- ix. No other Business Relationship - This Agreement shall not be construed as any agency agreement, joint venture, or partnership agreement between the Parties. The Agreement is entered into strictly on a Principal to Principal basis.
  - x. Counterparts - This Agreement may be executed in one or more counterparts that together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date and year first above written.

For and on behalf of <b>SOLAR ENERGY CORPORATION OF INDIA LIMITED</b>	For and on behalf of <b>SANY WIND ENERGY INDIA PRIVATE LIMITED</b>
 <b>Anita Mohan Goel</b> Dy. General Manager (PS) Solar Energy Corporation of India Ltd. (A Govt. of India Enterprise) 6th Floor, Plaza-B, NBCC Office Block Tower-2, East Kuhail Nagar, New Delhi-23	 
Name: <b>Anita Mohan Goel</b>	Name: <b>Dr. Gajind Bhagwati Kar</b>
Title: <b>DGM (PS)</b>	Title: <b>Country manager &amp; Director</b>
Date:	Date:
Witness:  <b>ADITEE NITNAVARG</b>	Witness:  <b>POOJA PRAKASH</b>