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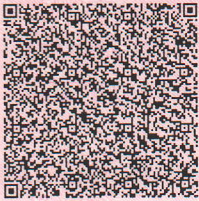


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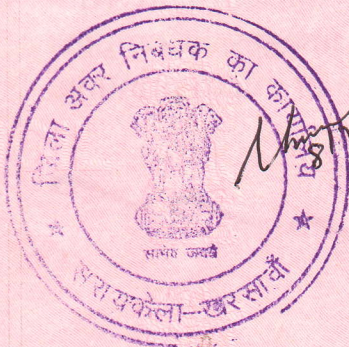
INDIA NON JUDICIAL
Government of Jharkhand

e-Stamp

Certificate No. : IN-JH18651662207931R
 Certificate Issued Date : 08-Jul-2019 11:59 AM
 Account Reference : GOVACC (GV)/ jhsrogv07/ SERAIKELA/ JH-SK
 Unique Doc. Reference : SUBIN-JHJHSROGV0724896402530121R
 Purchased by : SR CONSTRUCTION
 Description of Document : Article 5 Agreement or memorandum of an Agreement
 Property Description : DEVELOPMENT AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : R R SINHA ALIAS RAGHAVESH RANJAN SINHA
 Second Party : S R CONSTRUCTION
 Stamp Duty Paid By : S R CONSTRUCTION
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



-----Please write or type below this line-----



Signature
21/7/19

Signature
8/7/19

SR 0002682349

Dev. Agreement Value 40,03,100 / Stamp 100 / Jamshedpur

अपस्थापित दस्तावेज में नरककारों की जाति... नरककारों के C.N.T Act 1908 की धारा 461(B) के अन्तर्गत नहीं है।

मूल्यांकन सूची सं 8/21/19

दस्तावेज जाँच एवं सहोपाय

दस्तावेज में वर्णित भूमि प्रविधिक सूची सं 9/18 है जाँचकर्ता



Attested By S. N. SARKAR Advocate, J.S.R. Court

8/21/19



Sanku Sinha

Sanku Sinha

नियम-21 क अधीन ग्राह्य भारतीय स्टाम्प अधिनियम

(स्टाम्प एक्ट-1939) की 3 (क) से 1 (क) से अधीन अतिरिक्त स्टाम्प सहिय स्टाम्प शुल्क से विमुक्त या स्टाम्प शुल्क अपेक्षित नहीं।

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT MADE ON THIS THE 8th DAY OF JULY 2019 AT SERAIKELLA, BETWEEN :-

2019 निबंधन पदाधिकारी

MR. R.R. SINHA alias **RAGHAVESH RANJAN SINHA**, Son of Late K.B.P. Sinha, by faith - Hindu, by Caste-Kayastha, by Occupation -Service (Ex) Nationality - Indian, resident of C-601, Ratnagiri, Ashiana Enclave, Dimna Road, Mango, P.O. and P.S. M.G.M. Medical College, Town Jamshedpur, District East Singhbhum, Jharkhand, hereinafter called the **FIRST PARTY MEMBER/ OWNER**, (which expression shall unless repugnant to the context include his legal heirs, successors, administrators and representatives) of the ONE PART;

PAN:- AIOPS4066Q & UID No. 6193 5668 3863

AND

S.R. CONSTRUCTION, a Proprietorship firm, having its Office at Saraswati Nagar, P.S. Golmuri, Town Jamshedpur, District East Singhbhum, Jharkhand, represented by its proprietor namely **SHRI SANJIT KUMAR** (PAN :-AMXPK5134A, UID No. 9255 2021 1807), Son of Shri Janardan Prasad, by faith Hindu, by Caste Koiri, by Nationality

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Indian, by Occupation-Businesses, resident of Qtr. No. D-24, Tuiladungri, Saraswati Nagar, P.S. Golmuri, Town Jamshedpur, District East Singhbhum, Jharkhand, (hereinafter called the **DEVELOPER/ BUILDER/ SECOND PARTY MEMBER** (which expressions shall unless repugnant to the context include its/his/theirs legal heirs, successors-in-office, administrators, representatives and assigns) of the OTHER PART

WITNESS AS FOLLOWS:-

WHEREAS, the first party member is the sole, absolute and lawful owner of the land measuring 55' ft. x 35' ft. i.e. 1925 Sq.ft. or 4.40 Decimals, recorded under New Khata No. 61, portion New Plot No. 267 corresponding to recorded under Old Khata No.176, Old Plot No. 138, within Sub Plot No.38 of Mouza - ASANGI, P.S, Adityapur, Thana No.126, A.N.A.C. ward No.4 (old), New Ward No.10, District Seraikella-Kharsawan, District Sub-Registry Office at Seraikella, more fully described in schedule below, referred as entire landed property;

AND WHEREAS, the first above named party member has purchased aforesaid land more fully described in schedule 'A', from its previous lawful and bonafide owner namely "Vaishali Sahakari Grihnirman Samity Ltd. Jamshedpur, represented through its Honorary Secretary, Sri Alok Kumar Sinha, Son of Hari Shankar Prasad, resident of Qr.No. 12/L4, Outer Road, Agrico, P.S. Sidhgora, Jamshedpur, District East Singhbhum, by means of Registered Sale deed, bearing Sale Deed No. 1043 (Sl.No.1057) Dated 25.03.1994, registered at Sub-Registry Office at Seraikella and the aforesaid land more fully described in schedule below has been mutated in his name in the Office of the Anchal Adhikary (C.O.) Gamharia, vide Mutation Case No.640/02-03, dated 25.03.2003 and as such his name has been noted in Vol. No. 4, Page No. 115, in Registered -II of the said Office as well as the first party member paying rent etc. for the same in his name by obtaining rent receipt from the said Office and

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since purchased he came in physical possession over the same and hold and possesses the same as absolute owner thereof without any interruption from anybody.

AND WHEREAS, the Second party is the builder having its work to develop/construct multistoried building consisting of flats, Parking Space, etc. for its sale to its intending buyer/s.

AND WHEREAS, now the first party member/ owner is desirous to develop his said land measuring 55' ft. x 35' ft. i.e. 1925 Sq.ft. or 4.40 Decimals, morefully described in Schedule 'A' below and to construct multistoried building over the same, but the first member is not in a position to developed the same at his own cost for which he approached to the Second party member/ Builder and second party member agreed with the offer comes from the first party member for its development of Schedule 'A' below land and to construct of Multistoried Residential Building consisting of Flats, Parking space, etc., and the first party member and second party member have entered in to this agreement for avoiding future litigation, on following terms and conditions:-

In this Development Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto;

a) The "First Party Member/Land owner" means the above named, **MR. R.R. SINHA** alias **RAGHAVESH RANJAN SINHA**, include his heirs, successors, legal representatives, executors, nominees, administrators and assigns.

b) The "Second Party Member /Developer /Builder" means the above named proprietorship firm **S.R. CONSTRUCTION**, having its Office at Saraswati Nagar, P.S. Golmuri, Town Jamshedpur, District East Singhbhum, Jharkhand, represented by its proprietor namely **SHRI SANJIT KUMAR**, include it/his heirs, successors, successors-in-office, legal representatives, executors, nominees, administrators and

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c) The said land means all that piece and parcel of Homestead Vacant the land measuring 55' ft. x 35' ft. i.e. 1925 Sq.ft. or 4.40 Decimals, recorded under New Khata No. 61, portion New Plot No. 267 corresponding to recorded under Old Khata No.176, Old Plot No. 138, within Sub Plot No.38 of Mouza - ASANGI, P.S, Adityapur, Thana No.126, A.N.A.C. ward No.4 (old), New Ward No.10, District Seraikella-Kharsawan, District Sub-Registry Office at Seraikella, more specifically described in the Schedule 'A' hereunder written is the subject matter of this Development Agreement.

d) The first party member/ owner's allocation shall means 20 % of constructed area i.e. flats, parking space, together with all common spaces and roof of the said multistoried at the said ratio out of total constructed area morefully described in schedule 'B' below, within the proposed building to be constructed over the Schedule 'A' below property hereunder written.

e) The Second party/builder/Developer's allocation shall means remaining of 80 % constructed area, i.e. flats, parking space, together with all common spaces and roof of the said multistoried building at the said ratio morefully described in schedule 'C' below within the proposed building to be constructed over the Schedule 'A' below property hereunder written

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1) That the first party member hereby entrusted and handed over to the Second Party the work and right of Development of the Schedule 'A' below property.

2) That the first party member handed over to the second party all that piece and parcel of Homestead Vacant the land measuring 55' ft. x 35' ft. i.e. 1925 Sq.ft. or 4.4 Decimals, recorded under New Khata No. 61, portion New Plot No. 267 corresponding to recorded under Old Khata

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No.176, Old Plot No. 138, within Sub Plot No.38 of Mouza - ASANGI, P.S, Adityapur, Thana No.126, A.N.A.C. ward No.4 (old), New Ward No.10, District Seraikella- Kharsawan, District Sub-Registry Office at Seraikella,, for its development and to construction of Multistoried building over the same.

3) That the Second party/developer has offered to develop and to construct the multi-storied residential building on the said land morefully described in Schedule Below 'A at its own cost and the Second Party Member and First Party Member has agreed with the Second Party.

4) That the Second Party / Developer shall prepare the Building Plan along-with supporting plans such as structural, Electrical, Sewerage etc. through competent civil, engineer, architect and proper planner and shall get the same sanctioned or approved from A.N.A.C., or its appropriate authority at its own cost. The plan so prepared, if required, during or after sanction by the authority, may be modified or revised as per agreement /or feasibility of the proposed project with mutual understanding between the parties mentioned above.

5) That the First Party Member shall have no objection if the aforesaid building plans are submitted to the local authorities in the name of the First Party Member or for other permissions, or if approvals are obtained in the name of First Party Member and the First Party Member has agreed to sign all such papers that may be deemed necessary for the development of the building, however all fees, costs, charges, and expenses relating to such approvals/ sanction shall be borne by the Second Party. be it noted that if building plans are sanctioned in the name of Second party in that event first party member shall have no objection.

6) That after passing the building plan and getting approval of all persimmon from the Competent Authority, thereafter within two month

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from the date of approval of the building plan by the competent authority, the second party shall start the erection of the said Multistoried building over the said land and same shall complete within 36 months from the start of erection. Be it noted that if the construction is delayed due to act of God, natural calamities, riot, etc. which are beyond the control or reach of the human beings, for such delayed, the Developer/builder will not liable for the such delayed.

7) That on completion of the said multistoried building on the said land mentioned in schedule 'A' below, the second party member shall hand over 20% constructed area out of the total constructed area and first party member have no right of the other construction or other flat developed by the second party member except of his allocation area remaining of constructed area 80%, i.e. flats, parking space, together with all common spaces and roof of the said multistoried building has fallen exclusive share of the Second Party member.

8) That the second party shall make all arrangements in the multistoried building for supply of water through Deep boring/ with A.N.A.C./JUSCO or its any concerning organization and also affixing pumps with overhead tanks for supplying water to the residents of the said multistoried building and also supply of electricity with all fittings and fixtures as per common specification.

9) That after execution of this agreement, the second party will be entitled to commence the preliminary works in the manner stated herein above over the land described in the Schedule 'A' below and also to take or receive booking amount or entire consideration amount or inviting applications from the purchaser for sale of flat/s parking space being the share of the Second Party only after the division/ demarcation of Share between First Party and Second Party. This demarcation will be done just after sanction of Building Plan.

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10) That the first party shall have no concerned with the deal in and transaction between the Second Party and its purchaser. Similarly That the Second party shall have no concerned with the deal in and transaction between the First Party and its purchaser

11) That after completion of the proposed building the Second party/ Developer shall deliver the flats, parking space, roof etc. at the ratio of 20 % (i.e. ready flats, parking space as per specification agreed by both the parties) and the first party have right of undivided proportionate share of land and Together with common utility services, advantages, amenities, privileges etc. i.e. The owner's share/ allocation in favour of the first party member more specifically described in the Schedule 'B' hereunder written. Further the Second party/ Developer will have sole and complete right of 80% construction i.e. 80% flat/s, parking space, roof etc. and full right to transfer the said unit/s to any intending buyer and give delivered possession of the same.

12) That the first party member have absolute right to sell, gift, mortgage, etc. in respect of his respective portion morefully described in Schedule 'B' below and have also right to receive the consideration amount from its intending purchaser/s and similarly Second Party member has absolute right of rest 80 % portion of units (more fully described Schedule 'C' below) and has fully entitled to sell, gift, to any intending person/s, buyer/s, and also mortgage or transfer the same in any manner according to the Apartment Act. and also have right to receive the consideration amount from its intending buyers.

13) That by this document Second Party have fully entitled to sell its respective share i.e. 80 % consisting of flats, parking etc. to any intending purchaser and to sign such documents and execute the deed i.e., sale, transfer, conveyance, contract, or any document or documents in favour of the intending purchaser/s and present the same in any register, Sub- Registrar or District Registrar or Officer empowered to register the document under the Indian Registration Act and admit execution for the same and also right to receive the consideration amount from its intending purchaser/s

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14) THAT THE FIRST PARTY MEMBER HEREBY DECLARE AND COVENANT :-

a) That he/she is the lawful owner of the Schedule 'A' below premises and there is no other co-owner, co-sharers owner of the said land.

b) That the prior to execution of this Development agreement the first party member has not sold or transferred or conveyed the Schedule 'A' below property or part thereof to any party, persons or concern nor entered in any similar Agreement with any one else and the same is free from all encumbrances, charges, mortgages litigation pending suit/case in any court or office.

c) That the first party member hereby assures the Second party to execute or sign any further paper, plan drawing document etc. in favour of the Second party and for the interest of the proposed building to be constructed thereon and for disposing of Second party's allocation to various parties.

d) That the first party hereby assures the Second party to extend all their co-operation for the development of the said land and or disposal of the proposed flat/s parking falling to the share of the Second party to the intending buyers or parties.

e) That after getting delivery of possession of owner's allocation, the first party shall be liable to pay the maintenance and electricity charges with respect to the unit/units under his allocation.

15) THAT THE DEVELOPER/SECOND PARTY HEREBY DECLARES AND COVENANTS:-

a) That the Second party will be entitled to enter agreements with various intending buyers in respect of its/their allocation/ share.

b) That the expenses that may be incurred towards preparation of building plan, passing of such plan or plans, payment to owners, architect, civil engineer, labors, workmen, guard, purchase of the

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building materials, fixtures, fittings, installation and or other service connection to be installed therein documentation, any miscellaneous charges, levied, fines penalties imposed by Municipality/A.N.A.C. or any other authorities during the construction will be borne by Second party.

c) That the Second party shall take all responsibilities towards construction of proposed building and in case of any accident or incident or theft or damage that occurs during the period of construction the Second party will be totally responsible for the same. In case of any dispute that may arise between the Second Party and other buyers, or any concern etc. in such event the First party shall in no way be liable or questionable for such incident, occurrence, event or proceedings..

16) THAT BOTH THE PARTIES HEREBY DECLARE AS FOLLOWS:-

a) The parties shall be fair and honest and none of the parties shall cheat, deceive and deprive the other. The deprived party shall have right to take the shelter of law in proper court of law/or through recourse to law.

b) The parties shall put and render their sincere efforts for the grand success of the proposed project, which however shall never be constituted for any partnership between the parties.

c) The Second party shall or may publish in news paper or any media for disposing of its/their area i.e. the Developer's Allocation to the intending buyers or parties and have also right to enter in to buyers agreement to its intending buyers.

d) The parties hereto shall save harmless and keep indemnified each other against any loss, damage, incident suit or proceedings.

e) The parties may on mutually agreeable conditions alter or amend any terms of the Development Agreement and /or include or modify, exclude any further terms therein, if found necessary.

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f) The parties hereof including their respective heirs, successors, successors-in-office, administrators, legal representatives and /or person claiming through or in trust of them shall comply, honor and abide by all terms of the agreement.

g) All disputes and differences arising out of this agreement between the parties regarding interpretation of terms and conditions herein contained may be referred to arbitrator under the provision of Indian Arbitration and conciliation Act. 1996.

h) That by execution of this development agreement, the owner/First Party will empower the builder to sell 80% of Builders allocation as demarcated in map or the units to any intending purchaser and receive the consideration amount for the same with respect to its allocation area morefully described in Schedule 'C' below.

i) The parties herein including their heirs shall be fair and none of them shall cheat, deceive and deprive the other the deprived shall have right to take shelter of law under specific of performance act, relief act and damages and or any other act that may suit to the parties.

17) That the Second party shall indemnify and keep indemnified the First party from and against all criminal or administrative proceedings, fines penalties and all other cost, charges expenses damages, incurred or suffered by the first party in course of development of schedule below property.

18) That the second party shall be entitled to put up any hoarding or boards upon the schedule below property advertising development construction of Apartment and for its sell if necessary.

19) That the Second party shall be entitled to enter into agreements for sale of flats, parking spaces and other tenements falling its share / deliver the possession of flats, parking spaces and other tenements to its purchaser/s only after deliver the possession of share of Flats, parking space and other tenements to the first party;

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20) That both the parties agree that if any levy is imposed by any other public body/ bodies for the Development/betterment of the area in which the said property is located or any other levy becomes applicable on the said property or the Building thereon, then the same shall be paid by the Second party only.

21) That the First party member has handed over his landed property morefully described in Schedule 'A' below to the Second party peacefully and he also undertake that this land is free from all encumbrances, lien and charges and this holding is not mortgaged anywhere for availing financial facility.

22) That the second party shall supervise, manage, and look after the construction of the proposed building and other affairs of the proposed project and shall be entitled to appoint employees, workmen, civil experts, architect, civil engineer, skill labors agent staffs, guards, etc, and shall or may discharge such labors or staffs as when necessary and similarly the first party has also right to inspection the same and also have right to stop work if the construction work not done as per specification.

23) That the Second party shall pay all the taxes and other charges with respect to schedule below property for the period from executions of this Agreement. The First party member shall be liable to clear up all the dues prior to execution of this agreement.

24) That the First party member hereby declare that if there is any defect of title, possession or for any action of the First party the Second party is deprived from the aforesaid property in question hereby sold, fully described in schedule below, in that event the First party will be bound to compensate the second party for all its loss and damages.

25) That if any misunderstanding arise between the parties then the court of jurisdiction of Seraikella or its highest court.

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26) That the first party members/land owner gives license and permission to the Developer to enter upon said property with full right and authority to commence, carry on ad complete development thereof, in accordance with the permission and terms herein mentioned. The said license to develop the property will be personal to the Developer and under no circumstance the Developer will assigns his title, right and interest to any other party, except with the prior written consent of the owner. However the Developer shall be entitled to enter into separate contracts in his own name with building contractor, architect and others for carrying out the development at his own risk and costs and also with the Developer shall have right to Sell its own allocation to its intending buyers at his own choice and will without taking permission form land owner.

27. If until the completion of building any case damage or harm occurs to the adjoining properties, neighbors, the developer shall be fully responsible for all the consequence. These few pointers should be there, may be not in as many words rest will take a closer look and get back.

28. In case both parties agree, the same shall be settled be reference of the dispute or differences to the arbitrator appointed by mutual consent of both the parties and such arbitration shall be conducted under the provisions of the arbitration and conciliation Act. 1996

29. That both the parties will obey the above mentioned terms and conditions faithfully.

SPECIFICATION

1. **STURCTURE:** Structure Designed by second party's authorized architecture/consultant.

2. **INTERNAL FINISH:** Internal wall and ceiling surfaces will be wall putty over cement plaster and to be finished with a coat of Cement primer over wall putty.

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3. **EXTERNAL FINISH:** External wall surfaces to be finished with Exterior paint over wall putty.

4. **FLOORING/SKIRTING:** Drawing cum Dining room, Kitchen and Toilet to be finished with Vitrified Tiles flooring. All bedrooms passage and balcony finished with Normal Tiles flooring. Staircase including common passage to be finished with Green Marble stone.

5. **ALL DOORS:** All doors and frames will have wooden frame and flush door shutter with anodized C.P. fittings and hinges. A magic eye to be provided in the front door.

6. **WINDOWS AND VENTILATORS:** Aluminum windows and ventilators supported by 10mm steel square bar grill.

7. **KITCHEN FINISHING:** RCC raised cooking platform with marble top and tiles upto 2 feet height.

8. **TOILET FINISHING:** Toilet walls will be finished with glazed tiles. one Toilet will also have hot and cold water supply, mirror, soap tray and towel hanger.

9. **ELECTRICAL FITTINGS:** all bedrooms to have one AC point, kitchen and dinning to have power point for heater and refrigerator respectively. All the toilets to have 15 amp power point for geyser.

10. **WATER SUPPLY:** Uninterrupted water supply by deep boring from under ground tank to over head tank through pump .

11. **ELECTRICAL POWER SUPPLY:** Electrical supply by DVC /Jusco electricity/ diesel generator set

12. **SEWAGE DISPOSAL:** Sewage disposal system by Shankar safety tank.

13. **TV / CABLE POINT :** Each unit to be provided with a TV /CABLE point (not connection).

14. **TELEPHONE :** One telephone point (not connection) will be provided in each flat.

15. **DRAINAGE :** Suitable underground drainage system will be provided around the apartment.

16. **ELEVATOR :** Apartment will be provided with branded elevator.

Note : All sizes, specifications, layout etc., are subject to variation/ addition/ alteration as directed by **S.R. CONSTRUCTION.**

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That the multistoried building consisting of several residential flats, parking/s etc., with all advantages, services, and other facilities being provided therein, constructed over the Schedule 'A' below holding. and the entire multistoried premises shall be Known as "**SHANTI ENCLAVE**"

This Deed valued at

Value of land Rs. 40,03,100/- only.

SCHEDULE :- 'A'

ALL THAT PIECE and parcel of land measuring 55' ft. x 35' ft. i.e. 1925 Sq.ft. or 4.40 Decimals, recorded under New Khata No. 61, portion New Plot No. 267, corresponding to recorded under Old Khata No.176, Old Plot No. 138, within Sub Plot No.38 of Mouza - ASANGI, P.S, Adityapur, Thana No.126, A.N.A.C. ward No.4 (old), New Ward No.10, Holding NO. 040000352000MO, District Seraikella- Kharsawan, District Sub-Registry Office at Seraikella, which is bounded as follows :-

North : Survey Plot No. 65;
South : 20' Wide Road;
East : Sub Plot No. 39;
West : Sub Plot No. 37;

SCHEDULE - 'B'

(Land owner's allocation)

The "Land owner's/ first Party member" allocation shall mean and include mean and include 20 % of constructed area i.e. Flats, Parking Space, roof etc. in all manner, along with its undivided proportionate share of land in the proposed building to be constructed over the

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Schedule 'A' below and the division/ demarcation of Share between First Party and Second Party. This demarcation will be done just after sanction of Building Plan.

SCHEDULE - 'C'

(Developer's allocation)

Save and except the first party's allocation, the Developer's allocation shall mean and include the remaining of constructed area of 80% i.e. flats, parking space, together with all common spaces and roof etc. along with its undivided proportionate share of land in the proposed building to be constructed over the Schedule 'A' below and the division/ demarcation of Share between First Party and Second Party. This demarcation will be done just after sanction of Building Plan.

In Witness whereof both the parties have put their respective signature in presence of the witnesses after going through the content found it to be true and correct

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Signature of the first party member

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Signature of the Second party member

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Witnesses :-

1.



Weepak Kumar s/o Sabyasacharya
H.No-22, Patna line, Jay Shankar
Path, Baridih Basti, Po- Baridih,
Jamshedpur.

PHOTOGRAPH AND SIGNATURE OF
IDENTIFIER AS WELL AS WITNESS NO.

2 Pooasant tiwari s/o Jagannath Tiwari
Dhalbhumgar Railway colony H.No-296

TYPED BY :

DRAFTED BY :

ADVOCATE

Certified that the finger prints of the left hand of each person, whose photographs is/are affixed in the document, have been obtained by me or before me.

Advocate.

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