

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: e13e0a72c97d887c3fe1

Receipt Date: 10-Feb-2022 02:03:24 pm

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

TIFIED BY ME Document Type: Agreement or Memorandum of an

Agreement

District Name: Ranchi

Stamp Duty Paid By: SECOND PARTY

urpose of stamp duty paid: DEVELOPMENT AGREEMENT

First Party Name: ANITA SINGH

Second Party Name: OMKARA BUILDERS AND DEVELOPERS

PVT LTD

GRN Number: 2209770855

-: This stamp paper can be verified in the jharnibandhan site through receipt number:

OMKARA BUILDERS & DEVELOPERS PVI, LTD.

S. M. July

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Hovind Kr. Sinha DIRECTOR Anita Singh.



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS...... DAY OF FEBRUARY 2022.

BETWEEN

SMT. ANITA SINGH wife of Sri Vijay Kumar Singh resident of Mango Post & P.S. Mango, Dist. Singhbhoom East, Jharkhand, (hereinafter referred to as LANDOWNER which terms and expression shall unless excluded or repugnant to the subject or context shall mean and include her respective heirs, successors, legal representatives, executors, administrators and assigns) of the First Part.

AND

omkara Builders and Developers Pvt. Ltd. a company incorporated under the Indian Company Act 1956, having its registered office at G-1, Rameshwaram Apartment Phase-I, Ashok Kunj Argora, Opp. Ashok Nagar, P.S. Argora Dist. Ranchi through its Director SRI ARVIND KUMAR SINHA son of Late Nawal Kishore Prasad and grandson of Late Jagdish Prasad resident of Rameshwaram Apartment, Phase-I, Ashok Kunj, Argora P.S. Argora Dist. Ranchi, Jharkhand (Hereinafter call and referred as THE DEVELOPERS, which expression shall unless excluded or repugnant to the subject or context shall mean and include their respective heirs, successors, legal representatives, executors, administrators and assigns) of

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the Second Part.

WHEREAS the landowner has owned and possess the land measuring 05 Katha 08 Chhatak more or less portion of Plot No. 2157 within Khata No.294 Ward No.10 situated at village Mango, Thana No.16411 P.S. Mango Dist. Singhbhoom East was purchased by the LANDOWNER by virtue of registered deed of sale vide Deed No.7000 dated 5th December 1984 and since then coming in peaceful possession as absolute owner thereof which is fully mentioned in the schedule below.

ANDWHEREAS after purchase the aforesaid LANDOWNER has got her name mutated in the office of Anchal Adhikari, Jamshedpur vide Mutation Case No.1023/2003-2004 and paying rent regularly.

ANDWHEREAS the LANDOWNER is desirous of constructing a multistoried residential building consisting of several flats and other units if so through the reputed Promoter/ Developer and approached the Developer for the same and having discussed in all matters with regards to development and promotion and other aspects of construction and terms. Hence the parties hereof to avoid all misunderstanding, disputes and legal complications, have voluntarily agreed to execute a proper development agreement on such terms & conditions as are mentioned herein below.

ANDWHEREAS the aforesaid DEVELOPERS offered to construct at their own cost the multistoried building over the said land as per plan sanction by the Concerning/ Competent Authority, Jamshedpur and agreed to give 45% super built up area out of total super built area to the LANDOWNER as conversion in lieu of her land and the DEVELOPER will sell the remaining 55% super built up area fully detailed in second schedule "B (ii)" below.

In this agreement unless it be contrary or repugnant to the context the following words and / or expressions shall have the meaning assigned to his as hereinafter mentioned.

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DENTIFIED

- 1. THE LANDOWNER shall mean SMT. ANITA SINGH the owner above named and her respective legal heirs, successors, executors, administrators, legal representatives and / or assigns.
- DEVELOPER shall mean the OMKARA BUILDERS &
 DEVELOPERS Pvt. Limited through its Director Sri ARVIND
 KUMAR SINHA above named and its successors or successors in
 interest, directors, executors, administrator, legal representatives and
 assigns.
- 3. ARCHITECT shall mean as be appointed by the DEVELOPER from time to time for the project at the said premise.
- 4. COMMON PORTIONS shall mean the common parts and /or portions and/or amenities and /or facilities in the said premises and the proposed Multistoried Building as are more fully specified in the THIRD SCHEDULE.
- 5. CORPORATION shall mean the Competent Authority, Jamshedpur and other concerned authorities, which may recommend, Comment upon, approve and or sanction the plans.
- 6. DEVELOPER'S PORTION OF THE PROPOSED MULTISTORED RESIDENTIAL BUILDING shall mean and include 55 % out of the total built up area and the remaining 45 % out of total built up area shall be the OWNER'S portion in the proposed Multistoried Building more fully described in the paragraph (i) & (ii) of SECOND SCHEDULE.
- 7. OWNER'S PORTION OF THE PROPOSED MULTISTORIED RESIDENTIAL BUILDING shall mean the super built up area mentioned in Column 4 above residential in the proposed Multistoried Building more fully described in the SECOND SCHEDULE hereto in lieu of his land mentioned in schedule A below.
- 8. PLANS shall mean the plans for construction of the proposed Multistoried Residential Building to be sanctioned by the Competent

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Authority, Jamshedpur and/or other relevant authority or authorities having jurisdiction and shall also wherever the context permits, include such plans, drawings, designs, and specification as are prepared by the Architect.

- 9. PROJECT shall mean the work of development undertaken to be done by the developers in pursuance hereof till the development of the premises be completed and possession of the completed units is taken over by the units owner.
- 10. PROPOSED MULTISTORIED BUILDING shall mean the building proposed to be constructed at the said premises in accordance with the plans to be sanctioned by the Competent Authority, Jamshedpur.
- 11. PROPORTIONATE with all its variations shall mean such ratio of the covered area of any unit or units shall be in relation to the covered area of all the units in the proposed multistoried residential Building.
- 12. SAID PREMISES shall mean the premises described in the FIRST SCHEDULE hereto shall be named as
- 13. CONSTRUCTED AREA shall mean the entire area as be sanctioned by Competent Authority, Jamshedpur and shall include the plinth area of the units including the plinth area of the bathrooms and balconies and other common portions, if any appurtenant thereto and also the thickness of the walls (external or internal and pillars) and the area of the common portions such as common passages, water tanks, lift and Machine room, stair head room, Boundary wall, generator room, Guard room, society office, common toilet, pump room etc. The calculation of super built up area fixed by measurement as per approval of map from Competent Authority Jamshedpur and physical measurement taken by both parties shall be final and binding.
- 14. UNIT OWNER shall mean any person who acquires holds and/or owns and /or agrees to acquire hold and/or own any unit/any/units in

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- the proposed Multistoried Residential Building and shall include the owner and the Developer for the units held by him from time to time.
- 15. SINGULAR shall include the plural and vice-versa.
- 16. MASCULINE shall include the feminine and vice versa.
- A. By virtue of the documents and/or otherwise as more fully described in the FIRST SCHEDULE hereto the OWNER has become and since she is the absolute owner of the said premises free from all encumbrances whatsoever.
- B. The OWNER has represented and Declared to the DEVELOPER as follows:-
- 1. THAT the owner is the full owner and having absolute right, title and interest and/or otherwise well and sufficiently entitled to the said premises.
- 2. THAT no person other than the OWNER has any right title or interest of any nature whatsoever in the said premises or any part thereof.
- 3. THAT the right, title and interest of the OWNER in the said land is free from all encumbrances, Charges & liens and the OWNER has clear and marketable title thereto.
- 4. THAT the said land and/or any part or portion thereof is not at present effected by any acquisition or requisition or assignment proceedings or any nature, whatsoever, under any law or laws for the time being in force nor any notice thereof has ever been served on the OWNER. The owner hereby declares and assures the Developer that the said land is not the subject matter of any proceeding under the Land Acquisition Act. 1894 or any other Act.
- 5. THAT the OWNER has not in any way, dealt with the said land or any part or portion thereof whereby the right, title and interest of the OWNER as to the ownership use and enjoyment of the said land is or may be affected in any manner whatsoever.

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- 7. THAT the OWNER shall supply/hand over the copy of the documents having clear title and Mutation with rent receipt up to date.
- 8. THAT the OWNER is fully and sufficiently entitled to enter into this Agreement as absolute owners thereof.
- 9. THE DEVELOPERS being interested to undertake the construction of the proposed Multistoried residential Building held negotiations with the OWNER and relying on the representations and declarations made herein above by the OWNER and believing the same to be true and correct and acting on good faith thereof the DEVELOPERS have agreed to develop the said premises by constructing the proposed Multistoried Residential Building thereon as per Plans to be sanctioned by the Competent Authority, Jamshedpur.
- 10. Certain terms and conditions have been agreed upon by and between the parties hereto relating to construction of the Proposed Multistoried Residential Building at the Said Premises.

NOW THIS BUILDER'S AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

- 4. The OWNER agreed to appoint and do hereby appoint the DEVELOPERS as the DEVELOPER for the construction of the Proposed Multistoried Residential Building namely over the said Premises on the terms and conditions herein contained.
- 2. That the development of the said Premises will be carried out in the following manner:-
- a) That the Owner of the premises at the time of execution of these presents granted authority to the Developers to enter upon the said

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premises and has hereby authorized the Developer to proceed on the work of the project for construction of Proposed Multistoried Residential Building.

- At any time hereinafter, the Developer shall do soil testing and other preparatory works as may be necessary for the purpose of submission and sanction of the plans in the name of the owner and for the construction of the Proposed Multistoried Residential building thereon, at the costs and expenses of the Developers.
- c) Simultaneously with the execution of these presents the OWNER has handed over copy of all the documents of title and other papers relating to the Premises to the Developer and time to time the owners will produce the original papers to the department for its compare. The developer shall not mortgage the land of the OWNER with any bank or any other person in order to obtain loan for the development of the said Premises or for any other purpose, whatsoever.
- Simultaneously signing of these presents, the Owner shall grant to the Developer to do all acts as be necessary for the Project and/or in pursuance thereof and /or on behalf of the Owner, However, the Owner shall from time to time, grant such further directions concerning the Project, for the Developer's doing the various works envisaged hereunder including entering into agreements for sale of the Developer's Portion of the Proposed Multistoried Residential Building and/or construction of the Proposed Multistoried Residential Building and/or portions there from receiving all amounts in pursuance hereof.
- The, Owner shall give such co-operation to the Developer and sign such papers, confirmations and/or authorities as may be reasonably required by the Developer, from time to time, for the Project, at the costs and expenses of the Developer.
- f) The Developers shall, at its own costs and expenses the Plans to be submitted before the Competent Authority, Jamshedpur for necessary

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Anita Singh

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sanction SUBJECT TO THE OWNER paying and clearing all rents and taxes, including arrears, till the date of this agreement and the Developer shall thereafter have the Plans sanctioned as early as possible. The Developer shall not be entitled to assign or transfer or sublet its rights under this agreement without obtaining written consent of the owners.

- Within 36 (Thirty Six) months plus 06 months grace period after the Developer receives sanction of the Plans, the Developer shall complete the Project by constructing the Proposed Multistoried Residential Building and/or otherwise and deliver possession of the Owner's Portion of the Proposed Multistoried Building to the Owner entitled thereto in a tenantable condition as per the particulars mentioned in the FIFTH SCHEDULE hereto, with such reasonable changes as be advised by the Architects SUBJECT TO the OWNER meeting their obligation hereunder. The time shall be of the essence of the contract.
- h) The Developer will construct such area as can be constructed on the Premises in a commercially viable manner, permissible under the Buildings Rules and Regulations and bye-laws of the authority and in conformity with the Plans sanctioned by the Competent Authority, Jamshedpur or any other Authority of Jamshedpur as required.
- 3. In connection with the aforesaid, it is agreed and clarified as follows:
- a) The Plan for the proposed Multistoried Residential Building will prepare by the Architects and present for approval by the Competent Authority, Jamshedpur in the name of the owner but otherwise at the

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- In case it be required to pay any outstanding dues to the authority or any other outgoings and liabilities in respect of the Said Premise till the date of this agreement, then the owner shall pay such dues and bear the costs and expenses thereof and in case of any outstanding dues or any other liabilities in respect of the Said Premises after the date hereof, the same shall be paid and settled by the developer.
- c) Upon being inducted into the Said Premises as licensees the Developer shall be at liberty to do all works as be required for Project and to utilize standard and good material in the Said Premises at its costs and expenses.
- 4. After completion of the construction of the Proposed Multistoried Residential Building, the Area of the Units to comprise in the Owner's Portion of the Proposed Multistoried Building has been computed by the owner & Developers and in case the same be more than that mentioned herein, then the Owner shall be liable to pay to the Developer the value of such excess area at the prevailing market price or as fixed mutually.

In case the same be less, then the Developer shall be liable to pay for the short fall in the same manner, to the Owner. This exercise shall be undertaken prior to delivery of possession and the parties shall

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if necessary pay to each other for the excess or deficit in area, at the same rate as aforesaid.

- 8. The Owner and the Developers shall be entitled absolutely to their respective areas and shall be at liberty to deal therewith in any manner they deem fit and proper SUBJECT HOWEVER TO the general restrictions for mutual advantage inherent in the Ownership Flat schemes, they will also be at liberty to enter into agreements for sale of their respective portions SAVE THAT the Owner shall adopt the same agreement as the Developer may adopt in its agreement with the Unit Owners of the Developers Portion of the Proposed Multistoried Residential Building at least in so far as the same relates to common portions common Expenses and other matters of common interest. The form of such agreement to be utilized by the parties shall be such as be drawn by the Advocate(s) but the same shall be in accordance with the practices prevailing in respect of Ownership flat in the said building. The Developer's Portion of the Proposed Multistoried Residential Building whether the same be, by way of earnest money part consideration of construction cost, sale price and/or otherwise and the Developer shall be entitled to all such money receivable in respect of the Developer's Portion of the Proposed Multistoried Residential Building namely
- 9. That the Landowner undertakes to execute and registered a Development Agreement as required by the sanctioning authority on the cost of the Developers before the competent authority and both the parties shall be the absolute owner of the allotted share and deal with the same as their own choice and no parties shall have any objection with regards. NON
- 16. It is further clarified as follows:-
- It is specifically agreed between the parties hereto that the owner shall a) have full right or ownership of the said Residential area as mentioned below in column-2 (Landowner's share) out of the total constructed

area and the owner shall have full right and absolute authority to deal with the dispose of the same on such terms and conditions as the owners may deem fit and proper and for the said purpose the owner shall be entitled to enter into agreements with the prospective purchasers and receive advance/advances and attend the sale proceeds thereof and the Developer shall not raise any objection for the same and co-operate with the owners and execute any other deed or documents that may be necessary and required.

Association or company for the common purposes and the Unit owners shall be made the members of such organization in proportionate share as early as possible. After the completion of the project, the developer shall hand over all deposits and all matters arising in respect of the management of the said premise and particularly the common portions to the said society/Association or company.

Upon completion of the Proposed Multistoried Residential Building the developer shall form Association to maintain and manage the same in accordance with such rules as may be framed and as be in conformity with other buildings containing ownership flats. The Developer and the Landowner and/or their transferees, if any shall comply with the said rules and/or regulations and shall proportionately pay all costs charges expenses and outgoing in respect of the maintenance and management.

The LANDOWNER undertakes to pay the sales Tax, Service Tax or Levy as imposed by the Govt. at prevailing rate at that time and also undertakes to pay the proportionate share of other amenities and facilities of Landowner's share in the said proposed multisforied building.

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- The Developer shall keep the owner saved harmless and indemnified Zula in respect of any losses, damages, costs, claims charges and proceeding that may arise in pursuance thereof.
- 9. In furtherance of the intention of this agreement the Landowner do hereby entrust and empower the developer to do all or any to the following: -
- a. To appoint Architect, Surveyor, Engineers, contractor and other person or persons with respect to construction of proposed multistoried building over the schedule 'A' land.
- To make application to the appropriate authority for electrical/water b. connection and permit for quotas for cement steel and other building materials.
- To accept service of any writ, summons or other legal process or c. notice and to appear and represent the owner in any court or before any magistrate, tribunal or authority and to execute all the papers which will be necessary with respect to the schedule A land of the landowner.
- d. To enter into any agreement for sale or otherwise allot flats in the said building to the purchaser/s except the landowner's share as described in clause (i) of second schedule below.
- 10. In case any outgoing or encumbrances relating to title or ownership be found on the premises till the date of completion of the Project in terms hereof then the Owner shall be liable to remove the same at his own cost. In case of the Owners do not do so then the Developer shall be entitled to do so and recover the costs from the owner.
- 11. In case or in future, any sales or service tax or any other tax is imposed or assessed in respect of the said Premises for construction of the Proposed Multistoried Residential Building of the Developers Portion of the Proposed Multistoried residential Building, the same shall be paid and borne by the DEVELOPER but the OWNER shall be paid and borne by the DEVELOPER but the OWNER shall be liable to pay the proportionate sales tax, service Tax or othe

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Taxes/Levy as imposed by the Govt. in respect of the Owner's Portion of the Proposed Multistoried Residential Building and hereby agrees to keep each other indemnified against any appointed by each of the parties.

- 12. it is agreed by both the parties shall abide by terms and conditions as mentioned in these presents and the LANDOWNER will get 45% of the construction area in shape of flats mentioned in schedule clause (i) of the second schedule as the Landowner's share with proportionate share of land and Parking space.
- 14. That the distribution of Flat between the Developer and the Landowner shall be with consent of both the parties.
- 15. That roof right of the proposed building shall be joint with the occupiers/Purchasers of Units/Flats and the Landowner proportionately.
- 16. All disputes and differences between the parties hereto in any way relating to this Development Agreement and/or arising out of the provisions hereof, shall be referred for arbitration to 2 (Two) arbitrators, one to be appointed by each of the parties. The arbitrators will be entitled to appoint an Umpire such arbitration shall otherwise be in accordance with the Arbitration and Reconciliation Act. 1996 or

THE FIRST SCHEDULE-"A" PROPERTY

as amended act if any.

DETAILS OF LAND all the piece and parcel of total land measuring 05 Katha 08 Chhatak of portion of Plot No. 2157 under Khata No.294 situated

OMKARA BUILDERS & DEVELOPERS PVI. LIT

Asila Singh

at Village Mango, Ward No.10, P.S. Mango, Dist. Jamshedpur East butted and bounded as follows: -

DEST

North

: 10 Feet Wide Road

South

: Factory Premises

East

: Nala

West

: Portion of Plot No.2157

THE SECOND SCHEDULE

(I) OWNERS SHARE

OWNER'S PORTION OF THE PROPOSED MULTISTORIED RESIDENTIAL AREA 45 % out of total constructed area and the Parking space in same proportion with undivided share of land.

(II) DEVELOPER SHARE

DEVELOPER'S PORTION OF THE PROPOSED MULTISTORIED RESIDENTIAL BUILDING after excluding 45 % as the OWNER'S Portion as stated above the remaining all 55 % i.e. constructed area along with proportionate share of parking space on ground floor and undivided share in the total land shall be the DEVELOPER'S PORTION.

THE THIRD SCHEDULE

The Common Portion

- 8. Lobbies on all the floors of the Proposed Multistoried Building except the roof.
 - 9. Water tanks, tube well and its installations water pump rooms, water reservoir tanks and all plumbing installations for carriage of water (save and except those as are exclusively within and for use any flat/office).
- 3. Such other common parts, areas, equipments or installation fittings and fixtures in or about the Said Premises and the Proposed Multistoried Residential Building as are necessary for passage to and/or user of the units /flats in common by co-owners.

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THE FOURTH SCHEDULE (Maintained by the society)

- 10. All costs of maintenance, operating, replacing repairing white washing painting, re-decorating, rebuilding, reconstructing and lighting the common portions in the Proposed Multistoried Building including the outer walls of the Proposed Multistoried Building.
- 2. The salary of all-persons employed for the common purposes including Darwans, security person, sweepers, plumbers, electrician, and lift operators pump operators, Generator operator etc if any.
- 3. All charges and deposits for supplies of common utilities to the Co-Owners in common.
- 4. Municipal Taxes, water taxes, Electricity charges and other levies in respect of the said Premises and the Proposed Multistoried Residential Building SAVE those separately assessed.
- 5. Cost of formation and operation of the Association of Co-Owners.
- 6. Cost of running maintenance, repair and replacement of generator, light, transformer (if any) pumps and other common installment, including their license, fees, taxes and other levies (if any).

FIFTH SCHEDULE OF SPECIFICATIONS:-

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Structure	R.C.C. Framed structure as per design & Specification
	of Structural consultant.
SUPER STRUCTURE	1 ST Class Brick walls with cement sand mortar plaster.
INTERNAL FINISH	All internal walls shall be POP over plaster
EXTERNAL FINISH	All external walls shall be painted with Weather Coat
	Paint over Plaster.
FLOORING	Spartake floor Tiles in all covered area, except
	Parking, Parking will be P.C.C.
TOILET	Color Ceramic Tiles up to lintel level anti skid tiles in
	floor.
KITCHEN	Granite top over working platform with Steel Sink
	and 2' height Ceramic Tiles above Working Platform.

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ADVOCATE, JAMSHEDPUR

DOOR	Flush door fitted with wooden framed Choukhat and
	Painted with Enamel Paint.
WINDOW	Window frame and shutter will be Aluminum with Grill & Glass.
ELECTRICAL	All internal wiring copper wiring in concealed conduits with ISI switch & Socket for lights, Fans & power plug etc. One TV Dish point & one Telephone point provide in drawing hall provided as per the drawing of Electrical consultant.
P.H.E	All Fitting will be ISI Mark.

IN WITNESS WHEREOF THE LANDOWNER AND THE DEVELOPERS have put their signatures on this the day of February 2021 at Jamshedpur, after understanding the contents of the above presents.

WITNESSES:-

1. Char Block Game Value
4/1'c' Block Game Value

Anita Singh.

LAND OWNER

2. Nawan Kumon S/08 in Devendra Pd' Patri nage Patric

DEVELOPERS

OMKARA BUILDERS & DEVELOPERS PVT. LTD.

DIRECTOR

SAFER DE SONO DE LA PORTIZIONE DE LA POR

PARTY IS DENTIFIED

BY J.C.GOPC

ADVOCATE, JANUSHEDPUR

Reela11,22

SAFAL PAUL JAMSHEDPUR COURT (JHARKHAND) ATTESTED

A NOV 2027

IDENTIFIED BY ME

ADVOCATE, JAMSHEDPUP