THIS DEED OF SALE IS MADE ON THE _____ DAY OF APRIL, 2022 (TWO THOUSAND TWENTY TWO) AT RANCHI;

BETWEEN

M/s. Dayal Smart Homes Private Limited (PAN – AAFCD4879E) a company incorporated and registered under the Indian Company Act, 1956 bearing CIN – U45203JH2015PTC003175, having its registered office in front of T.V. Tower, Aryapuri, Ratu Road, Ranchi through its Director **Sri Gyaneshwar Dayal** (Aadhar No.–7067 9204 5813, Mobile No.–9431325639), son of Late Muneshwar Dayal and grandson of Late Rameshwar Dayal, by faith–Hindu, by occupation–Business, by caste–General (Not affected by CNT Act, 1908), Resident of Infront of TV Station, Ratu Road, P.O.–G.P.O., P.S.–Sukhdeonagar, Dist–Ranchi, State–Jharkhand, Indian Citizen, hereinafter referred to as **VENDOR** cum **DEVELOPER** (which term or expression unless excluded by or repugnant to the subject or context shall mean and include their respective legal heirs, successors, inheritors, representatives, executors, administrators and assigns) of the **FIRST PART**.

AND

.....**Name**..... (PAN–....., UID No.– ....., Mob. No.– .....) age.....years, Son/daughter of ..... grandson/granddaughter of ....., by caste– ....., by faith–Hindu, by occupation–Business, Resident of ...., State–Jharkhand, Indian Citizen (hereinafter called the **PURCHASERS**) of the **OTHER PART**;

The terms and expressions the "VENDOR cum DEVELOPER" and the "PURCHASERS" unless expressly excluded by or repugnant to the subject or context shall mean and include their respective legal heirs, successors in interest, executors, legal representatives, administrators, successors and permitted assignees etc.

WHEREAS the LAND OWNERS namely Rabindra Mohan Prasad and Narendra Kumar are the sole and exclusively owner and in possession of all that

For Dayal Smart Homes Pvt. Ltd.

Director

piece and parcel of land having total area 11 Katha 03 Chhatack 09 Sq.ft. being portion of R.S. Plot No.–855, under Khata No.–21 of Village–Bariatu, Thana–Bariatu, Thana No.–193, District–Ranchi, corresponding to Municipal Holding No.–0080006341000Z0 under Ward No.–08 of Ranchi Municipal Corporation Ranchi, morefully and particularly described in Schedule-A below.

AND WHEREAS earlier the land having an area of 11 Katha 03 Chhatack 09 Sq.ft. being portion of R.S. Plot No.–855, under Khata No.–21 of Village–Bariatu, Thana– Bariatu, Thana No.–193, District–Ranchi corresponding to Municipal Holding No.–0080006341000Z0 under Ward No.–08 of Ranchi Municipal Corporation Ranchi was purchased by the father of land owners Rabindra Mohan Prasad and Narendra Kumar namely Brajmohan Prasad by virtue of registered Deed of Sale being Sale Deed No.–6856, dated 14/21.07.1982 from Kumar Bimal Chandra Sinha, Kumar Amaresh Chandra Sinha and Kumar Brindaban Chandra Sinha and after demise of said Braj Mohan Prasad there was family parition among the legal heirs of Braj Mohan Prasad and the present owners got the property through registered Partition Deed No.–4049, dated 27.04.1994 of District Sub-Registrar, Ranchi.

AND WHEREAS the land pertaining to Khata No.–21, Plot No.–855 situated at Village–Bariatu, P.S.–Bariatu, Thana No.–193 is registered in the name of Rani Harshmukhi Dasi in Revision Survey Records of Rights publised in 1932.

AND WHEREAS erstwhile owner Raja Manindra Chandra Sinha M.B.E. of Paik Para Raj Estate died on 04.11.1922 leaving behind his three minor sons Kumar Bimal Chandra Sinha, Kumar Amaresh Chandra Sinha and Kumar Brindaban Chandra Sinha.

AND WHEREAS the said Raja Manindra Chandra Sinha had executed a WILL in favour of his aforementioned three sons and had appointed Rani Devendra Bala Dasi and Rani Harshamukhi Dasi as the executors to the saidl WILL.

AND WHEREAS the said executors obtained PROBATE of the said WILL from the Calcutta High Court being Probate Case No.–65 of 1922.

AND WHEREAS Rani Devendrabala Dasi died about two years after the date of death of the aforesaid Raja and subsequently Rani Harshamukhi Dasi managed Estate as sole executive including the landed properties situated at Village–Bariatu in the District of Ranchi which was purchased in her name, as executive for and on behalf of the said Kumar from Rai Dhirendra Nath Choudhary by virtue of a

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Registered Deed of Sale dated 2nd May, 1932 registered at the Calcutta Registry Office and entered in Book No.–1, Volume No.–24, Pages 239 to 245 being Number 1427 for the year 1932.

AND WHEREAS the Rani Harshamukhi Dasi handed over the charge of the entire Estate including the properties of Bariatu, Ranchi to the aforementioned Kumar Bimal Chandra Sinha, Kumar Amaresh Chandra Sinha and Kumar Brindaban Chandra Sinha when they became major and put them in possession of the same.

AND WHEREAS the Kumar Bimal Chandra Sinha died on 17th April, 1961 leaving behind his only son and legatee Sri Atish Chandra Sinha and Sri Atish Chandra Sinha took probate of the WILL of his father from the Calcutta High Court being Probate Case No.–207 of 1961.

AND WHEREAS the Kumar Amaresh Chandra Sinha died on 16th November, 1953 leaving behind his only son and legatee Kumar Adhish Chandra Sinha who was minor then.

AND WHEREAS the Rani Aniya Bala Sinha, the mother of Kumar Amaresh Chandra Sinha and Shrimati Abha Sinha, the widow of Late Kumar Amaresh Chandra Sinha, obtained probate as executives of the WILL left by the Late Kumar Amaresh Chandra Sinha from the Calcutta High Court being Probate Case No.–145 of 1954.

AND WHEREAS the Deed of Declaration and Release, the said Executives have on the 26th day of May, 1964 relinquishing their executorship and handed over the charge of the Estate in their administration to Shri Adhish Chandra Sinha, the son and legatee in the WILL of Late Kumar Amaresh Chandra singha.

AND WHEREAS the Kumar Brindaban Chandra Sinha died on the 6th February, 1966 leaving behind his only son and legatee Sri Bikash Chandra Sinha.

AND WHEREAS the Sri Bikash Chandra Sinha, who was appointed Executor of the Estate in the WILL, obtained probate of the WILL of his father as Executor from the Calcutta High Court being Probate Case No.–134 of 1966.

AND WHEREAS after purchase the said land the Land Owner Braj Mohan Prasad came in peaceful physical position over the land described in the Schedule annexed below and subsequently Rabindra Mohan Prasad and Narendra Kumar, both sons of Braj Mohan Prasad after demised of his father came in peaceful position here of and accordingly they got their name mutated in the office of Circle

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Office, Baragain, Ranchi vide Mutation Case No.–1151 R 27/2018–19, dated 31.08.2018 and paid rent to the state upto the financial year 2019–20 vide Receipt No.–0051764856, dated 26-04-2019 entered in Register–II, Volume No.–20, Page No.–55 of the Revenue Record of the right.

AND WHEREAS the land are in exclusive possession mentioned in Schedule–A hereunder appertaining to Khata No.–21, R.S. Plot No.–855, measuring an Area 11 Katha 03 Chhatak 09 Sq.ft., Thana No.–193 situated at Village–Bariatu, P.S.–Bariatu, District–Ranchi.

AND WHEREAS the land owners desires the said property to be developed into a multistoried Residential Complex comprising on ownership Residential Building and parking space etc. have entered into a Registered Development Agreement with Developer namely Subodh Kumar Srivastava (the VENDOR hereto) vide **Document No.–2019/RAN/3483/BK1/3074**, dated 04.05.2019, entered in Book No.–BK1, Volume No.–348, at pages from 181 to 298, for the year 2019 of the office of SRO, Ranchi for development of Schedule-A land and put him in possession over the same and as per Development Agreement dated 30.10.2021, the Unit/Flat No. ..... on ..... Floor, having constructed area ..... Sq.ft. with car parking space in ..... Floor of the proposed building came in the share of Developer (the PROMOTER hereto) and as per Section 5 of Jharkhand Apartment Act, the Developer/Promoter is sole entitled to sale and register sale deed with regard of his share to the Intending purchasers out of his own signature as absolute owner;

AND WHEREAS after acquire of the said property morefully and particularly described in schedule-A annexed below acquired by Developer by virtue of Registered Development Agreement and has started construction of a multistoried building namely BRAJMOHAN APARTMENT as per map sanctioned by RMC, Ranchi vide **B.C. Case No.–RMC/BP/0006/W08/2018**, dated 28.12.2018.

AND WHEREAS the Developer cum Vendor has constructed a Multistoried building over the said land as per sanctioned plan which is known and called as BRAJMOHAN APARTMENT and got the project registered in the office of Jharkhand Real Estate Regulatory Authority vide Registration No. – **JHARERA/ PROJECT/_____/2021.**

AND WHEREAS the PURCHASERS who are desirous of purchasing of One Residential Unit being **Flat No. ..... on ..... Floor**, having an area ..... Sq. Ft. of multi storied building complex namely "**.....**" with

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proportionate share of Land having an area ..... Sq. Ft. or ..... Decimal standing over the portion of Land being R.S. Plot No.–855, under Khata No.–21 situated at Village–Bariatu, P.S.–Bariatu, Thana No.–193, District–Ranchi and have negotiated with the VENDOR and on negotiation, the VENDOR has agreed to sell to the PURCHASER the aforesaid Residential Unit being **Flat No. ..... on ..... Floor**, having an area ..... Sq. Ft. of multi storied building complex namely "....." with proportionate share of Land having an area ..... Sq. Ft. or ..... Decimal standing over the portion of Land being R.S. Plot No.–855, marked as under Khata No.–21 situated at Village–Bariatu, P.S.–Bariatu, Thana No.–193, District–Ranchi and beneficial use and all easements and inheritance thereto more fully and particularly described in the "**Schedule**" below at and for a total consideration of Rs. ...../– (Rupees ..... Lac) only free from all encumbrances, charges, liens and demands whatsoever and forever and the PURCHASERS have agreed to purchase the same at the said price and entered into an agreement of sale on .....

NOW THEREOF THIS DEED OF SALE WITNESSES AS FOLLOWS :

1. That the PURCHASERS henceforth shall HAVE AND HOLD the said SCHEDULE–"B" property hereby granted, conveyed and sold to them and shall at their cost further get their names mutated in all official and public records of the Sherista of the State (Baragain Anchal Office, Ranchi) and Ranchi Municipal Corporation. The PURCHASERS henceforth shall pay all rent and taxes to the State and Ranchi MunicipalCorporation.

2. That the PURCHASERS shall have full rights and authority to use the amenities and common facilities provided in the said multistoried building, along with other occupiers/ owners of the said multistoried building.

3. The Purchasers has already inspected all the documents, made searches and inspection of the relevant land records and building sanctioned plan in Circle office, RRDA, RMC etc. and found the same correct and after having fully satisfied themselves as to the possession and also the marketability of the same, have purchased the SCHEDULE–"B" property and the DEVELOPER shall not be responsible for the same in any manner.

4. That the Purchasers has also examined the common areas and the common

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parts and all the facilities, amenities, fixtures, and fittings etc., provided in the aforesaid building including the said portion (mentioned in Schedule B) and has fully satisfied themselves with regard thereto and the nature, scope and extent of the benefits, rights and interests provided to the PURCHASERS and shall not make any claim or demand whatsoever against the VENDOR and/or the DEVELOPER or put any requisition concerning the nature, scope and extent thereof.

5. The PURCHASERS shall not, at any time, claim partition of the undivided proportionate share in the land and/or the common areas and/ or the common parts.

6. That the DEVELOPER shall handover the possession of the SCHEDULE – 'B' property to the PURCHASERS after completion of the same which the PURCHASERS hereby confirms and has no objection for the same. Thereafter that no transfer shall be effected, of any sort whatsoever, by the PURCHASERS, until such time the PURCHASERS pays and discharges all its debts and liabilities to the association/BUILDER, for the common expenses and/or otherwise.

7. That the Purchasers has requested the VENDOR to execute this sale deed and have given the said consideration amount at their own will to the VENDOR for execution of this saledeed.

8. That the PURCHASERS shall have and enjoy the absolute property right on the SCHEDULE "B" property except that of demolishing or committing waste in respect of the said SCHEDULE "B" property in any manner so as to affect the structure of the multistoried building.

9. That the PURCHASERS shall not cause any damage to the main wall or the basic structure of the building and shall not demolish the basic walls and pillars of the said unit or the building upon which the building is standing, and the outer elevation of the unit or the building shall not bechanged.

10. That the PURCHASERS shall not make any construction or encroachment in the common area provided for the common use and facilities for all

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PURCHASERS of the units or portion of the multistoried building. The PURCHASERS shall have no property right over the roof of the building.

11. That the PURCHASER'S undivided interest in the land of the said multistoried building shall remain joint, impartable for all times along with other CO-PURCHASERS/ OWNERS of the said multistoriedbuilding.

12. That one car parking space shall be provided to the PURCHASERS of the abovementioned building for the purpose of car parking only.

13. That the PURCHASERS shall alone be liable for the payment of works, contract tax, sales tax, VAT, service tax, land revenue, corporation rates and taxes, corporation surcharge, multistoried building tax, urban land tax, betterment fees, water tax etc. and/or any other statutory taxes, surcharge either existing or as applicable or which will be imposed or levied by the Government or Statutory body from time to time, in relation to the aforesaid building and unit sold (as mentioned in SCHEDULE B) transferred and conveyed by these presents to the PURCHASERS.

14. That apart from the amount of taxes and impositions, the PURCHASERS shall be liable to pay the penalties, interests, costs, charges and expenses, for and in respect of such taxes or impositions, proportionately or wholly, as the case maybe.

15. MANAGEMENT & MAINTENANCE OF THE COMMON AREAS :

That the PURCHASERS shall abide by the rules and regulations whatsoever which shall be framed by the managing committee constituted among the owners of the said multistoried building for proper management of the multistoried building. The annual maintenance of the multistoried building shall also be done at the proportionate cost of the PURCHASERS of SCHEDULE "B" property of the building by such managing committee of the building.

The PURCHASERS shall not, in any manner, interfere or raise any objection whatsoever, in or with the said functions of the association, relating to the

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commonpurposes.

16. The PURCHASERS shall, proportionately, bear and pay the costs of formation and the expenses of the association and shall also pay for and acquire and hold proportionate equity share capital of theassociation.

17. USER OF THE SAID PORTION AND THE COMMON AREAS :

That the PURCHASERS shall, at their own costs and expenses, do the following :

Keep the said portion and every part thereof and all fixtures and fittings therein or exclusive thereto, properly painted, in good repairs, in a neat and clean condition and as a decent and respectable place.
Use the said portion and all common areas carefully, peacefully and quietly and only for the purpose for which it is meant i.e., residential purpose.
Use all paths, passages and staircases for the purpose of ingress and egress and for no other purposewhatsoever.

The PURCHASERS shall not do the following:

Obstruct the association, in its acts, relating to the common purposes.

Violate any of the rules and/ or regulations laid down for the common purposes and for the use of the common areas and common parts formed by the building maintenanceassociation.

Injure, harm or damage the common areas and the common parts or any other units in the said building, and making any alterations or withdrawing any support orotherwise.

Alter any portion, elevation or colour scheme of the said building. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common areas save at the places indicated thereof. Place or cause to be placed any article or object in the common areas.Use the said portion or any part thereof, for any purpose other than for residential purpose.Carry on or cause to be carried on any obnoxious or injurious, noisy,

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dangerous, hazardous, illegal or immoral activity, in or through the said portions or the common areas. Do or permit anything to be done, which is likely to cause nuisance or annoyance to the occupants of the other units in the said building and/ or the adjoining building orbuildings.Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said portion.Claim any right in or use any portion of the said building (other than the said portion) save for ingress and egress to the said portion of men, materials, drains, pipes in particular, not claim any right on the roof of the said building or the open and/ or covered spaces in the premises, not transferred expressly to the PURCHASERS. Affix or draw any wire, cable, pipe, from/ to or through any common areas or outside walls of the said building or other units save in the manner indicated by the association.Keep any heavy articles or things, which are likely to damage the floors or operate any machine ormachines. Install or keep or run any generator (other than that for common use), so as to cause nuisance to the occupants of the other portions of the saidbuilding. Install any air-conditioner except according to the specifications of the association, and on obtaining prior written permission of the association. Affix or change windows or grills other than according to the approved specifications of the association and on obtaining prior written permission of the association.Change the colour scheme of the windows and grills of the said portion, other than according to the specifications of the developer or the association, and on obtaining prior written permission of the association.

18. **WATER/ ELECTRICITY/ HOUSE TAX/ MAINTENANCE FOR COMMON AREAS & PARTS :** That the PURCHASERS shall pay taxes, levies or other charges of the common areas and parts, jointly with other co-owners, in proportionate share, through the MANAGINGCOMMITTEE.

19. **PAYMENTS AND DEPOSITS TOWARDS TAXES AND IMPOSITIONS AND THE COMMONEXPENSES :**

The deposits and payments to be made by the PURCHASERS in terms hereof, including, those mentioned hereinabove shall be made by the PURCHASERS

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within 7 (Seven) days to the association, leaving its bill for the same in the said portion and/ or at the above or last notifiedaddress of the PURCHASERS.

The PURCHASERS shall, regularly and punctually, pay the proportionate share of the common expenses on the dates and in the manner elsewhere contained herein.

In case of any default by the PURCHASERS making any payment or deposit provided herein, the association shall be entitled to withhold all utilities and facilities to the PURCHASERS and/ or the said portion, including, electricity, water and/ or other services, till the time the PURCHASERS clears all the dues with fine whatsoever.

The PURCHASERS shall pay to the association, interest at the rate of 18% (Eighteen percent) per annum, compoundable monthly, on all amounts for the time being in default towards the common expenses, for the period of such default, without prejudice to the other rights of the association, for stoppage of water supply and other utilities to the said unit.

The PURCHASERS shall not, in any manner, interfere with or obstruct the aforesaid right of the association, and shall not make any demand for losses or damages in connection therewith.

20. That the PURCHASERS shall be liable to bear proportionate share or responsibility of liability arising, occurring in pursuance of or in connection with the common facilities and amenities in the saidapartment.

21. That in case of any natural calamity or destruction of the building in future, the building may be reconstructed jointly by the co-owners (PURCHASERS of the units in the multistoried building) who may hereafter or here to before have acquired by purchasing different units of the said multistoried building, have similar right, title and interest in the land of the building. The co- owners shall only be liable to pay and contribute the proportionate cost of their share in the building in his/her/their occupation for such reconstruction of the multistoried building, (if any such case arises in future) and the DEVELOPER shall not be responsible for the same in anymanner.

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22. **MISCELLANEOUS :**

All charges for the electricity consumed etc., in the said portion, shall be borne and paid by thePURCHASERS.

The proportionate share of the PURCHASERS in the various matters referred herein, shall be such as may be determined by the DEVELOPER/ building maintenance association, and the PURCHASERS shall be bound to accept the same, notwithstanding there being minor variations therein, for the sake ofconvenience.

SCHEDULE–'A' REFERRED TO ABOVE

All that piece and parcel of land having total area 11 Katha 03 Chhatack 09 Sq.ft. being portion of R.S. Plot No.–855, under Khata No.–21 of Village–Bariatu, Thana–Bariatu, Thana No.–193, District–Ranchi corresponding to Municipal Holding No.–0080006341000Z0 under Ward No.–08 of Ranchi Municipal Corporation Ranchi having permanent heritable and transferable Kayami Right on which the multi-storeyed building namely ..... has been constructed, which is lying within the jurisdiction of Dist. Registrar and Dist. Sub Registrar, Ranchi, butted and bounded as under :

North	:	20 Feet Wide Road
South	:	Land of Sri B.M. Saran
East	:	20 Feet Wide Road
West	:	Land of Sub-Plot No.–26

SCHEDULE–'B' REFERRED TO ABOVE

All that piece and parcel of Flat No.–'.....' having Super Builtup Area ' ' Sq.ft. in the '..... **Floor'** of the multistoried building "".....""with one car parking space alongwith '..... **sq.ft. i.e. ..... Decimals'** undivided share of land situated at Village–Bariatu, Thana–Bariatu, Thana No.–193, District–Ranchi together with beneficial use and all easements and inheritance thereto which is bounded and butted as follows:-

North :

For Dayal Smart Homes Pvt. Ltd.

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South :
East :
West :

For greater cleanliness, the unit has been delineated in the trace map annexed hereto and there in shown in RED wash, forming part of these presents.

LANDLORD – The State of Jharkhand, through the Circle Officer, Baragain Anchal Ranchi.

STATUTORY INFORMATION

1.	Whether Kutcha or Pucca construction	-	Pucca
2.	If Kutcha, whether tiled or Reinforced concrete	-	Reinforced Concrete
3.	No. of Storey	-	G+4
4.	Flat Area	-	'.....'sq.ft. ('..... ')
5.	Year of Construction	-	.....
6.	A brief description of the nature of sanitary, and other fittings in the building and their quality.	-	Standard fitting
7.	Whether the building is Constructed for Residential, Commercial or Industrial?	-	Residential
8.	If on Rent, its annual rent	-	Not applicable
9.	Cost of Flat Area '.....' sq.ft. (Govt. Rate...../- persq.ft.)	:	Rs...../-
	Cost of indivisible Proportionate Share of land '..... **sq.ft. i.e. ..... Decimals'** (Govt. Rate..... /- per decimals)	:	Rs...../-
	Total	:	Rs...../-

Though the said property was sold by the **VENDOR** and purchased by the **PURCHASER** for a consideration of **Rs. ...../–**

For Dayal Smart Homes Pvt. Ltd.
Director

(Rupees .....) only including GST, and property is valued as per Governmentvalue i.e. /-.

MEMO OF CONSIDERATION

Received of and from the within named PURCHASERS the within mentioned sum of **Rs. ...../- (Rupees .....) only** including **GST** being the consideration for the sale above mentioned as per memo hereunder:-

S.N.	Cheque/DD/Cash	Date	Bank	Amount (Rs.)
1.				
2.				
3.				
4.				
5.				
	Total			...../-

CERTIFICATE

Certified that the above mentioned land is not a tribal land or have any concern with the tribes. It is not acquired by Government, Semi Government, Armed Force or any other purpose. It is not a land of Forest, BCCL, CCL or ECL. This land is not of Math, Mandir, Girja, Gurudwara, Masjid, Church, Sarna, Hargari or Pahnai & not related with Land scam, Fodder scam or any other scam.

It is also certified that the above mentioned land is not a Kaishar-e-hind land, Gairmajarua Aam land, Gairmajarua Khas Land, Forest/Jungle Land etc.

It is also certified that neither the Executant belong to Schedule Tribe or Schedule Caste or Backward Classes within the definition of C. N. T. Act nor the land

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mentioned above is subject matter of section 46 or other Sub clauses of section 46 of Chota Nagpur Tenancy Act.

All the documents and statements presented for registration have been presented voluntarily and are true. The onus of any discrepancies or wrong submission will be on the parties who have appeared for registration of the document.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands to this Deed of Sale on the day, month and year written first above at Ranchi in presence of thewitnesses.

WITNESSES:

1.

DEVELOPER cum VENDOR

2.

PURCHASERS' SIGNATURE, THUMB AND PHOTOGRAPH

Little	**Ring**	**Middle**	**Index**	**Thumb**

Certified that the finger prints of the left hand of each person where photograph is affixed in the document have been obtained by me or before me.

Draftedby:-

Typed by:-

For Dayal Smart Homes Pvt. Ltd.

Director