(कणेरी PHC)

2475
2023

17.07.2023 to 17.07.2025 (02 years)

Primary Health center

Kaneri.

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2023 ◑ 61AA 272350

दस्ताचा प्रकार/अनुच्छेद क्र.- करारपत्र ..... दस्त नोंदणी करणार आहेत का ?-होय/नाही

नोंदणी होणाऱ्या असल्यास दुय्यम निबंधक कार्यालयाचे नाव -

मिळकतीचे वर्णन-

मोबदला रक्कम रुपये

मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता -

दुसऱ्या पक्षकाराचे नाव

हस्ते असल्यास त्यांचे नाव - विजयकुमार अशोक घाटगे

मुद्रांक शुल्क रक्कम रुपये १००/-

मुद्रांक विक्री नोंद वही अनुक्रमांक ५४६३ दिनांक- 6 OCT 2023

मुद्रांक विकत घेणाऱ्याची सही

Dr. D.Y. Patil Medical College Hospital & Research Institute KADAMWADI KOLHAPUR

TREASURY OFFICE KOLHAPUR

7 SEP 2023

STAMP HEAD CLERK TREASURY OFFICE KOLHAPUR (M S

सौ. शारदा अशोक पोवार (स्टँप व्हेंडर)
२३५१, ई, का।। बावडा, कोल्हापूर.
परवाना क्र. मु.वि. अ. / करवीर / १४
दि. ७/७/१९९४
कोड नं. २६०१०४८

NOTARY REHANA M. SHAIKH REGD. NO. 10591 Kolhapur District Expiry of Comm. 07/01/2024 GOVT OF INDIA

NOTARY REHANA M. SHAIKH REGD. NO. 10591 GOVT OF INDIA

AGREEMENT.

This Agreement is executed on this 7th day of October 2023.

BY AND BETWEEN

Dr.D.Y.Patil Medical College Hospital and Research Institute Kadamwadi, Kolhapur.

Medical Superintendent
Dr. D. Y. PATIL MEDICAL COLLEGE
HOSPITAL & RESEARCH INSTITUTE
KADAMWADI, KOLHAPUR - 416 003

Dr.D.Y.Patil Medical College Hospital & Research Institute KADAMWADI KOLHAPUR

(hereinafter referred to as "Service provider" which expression shall unlessit be repugnant to the context mean and include its successors and permitted assigns) of the **FIRST PART;**

AND

Primary Health Center-Kaneri (Karveer), a Hospital operational under Zilha Parishad, Kolhapur located at Kaneri, Tal. Karveer, Kolhapur, represented by its **authorized signatory Dr. Santosh Janardhan Chougale.**

(hereinafter referred to as "**Hospital**" which expression shall unlessit be repugnant to the context mean and include its successors and permitted assigns) of the **SECOND PART;**

Service Provider and Hospital shall be individually called as **'Party'** and collectively as **'Parties'.**

WHEREAS:

A. Hospital is in need of assistance for providing diagnostic services to their needy patients under directions as per Pradhan Mantri SurakshitMatritivaScheme (PMSMS) in USG.
B. Service Provider is desirous and ready to provide USG services such as Obstetric (Early Pregnancy) and Obstetric (Anomaly Scan) under terms and conditions of this agreement.
C. Based on the representations, warranties and indemnities of each party, the parties are entering into this agreement to record the detailed terms and conditions on which Service Provider provides the services to the Trust.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND, MUTUAL COVENANTS, PROMISES, AGREEMENTS AND PROVISIONS SET FORTH HEREINAFTER, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEGED, THE PARTIES, WITH THE INTENT TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS:

.1. Definition:

" DiagnosticTesting Services" shall mean the testing services of obstetric and Obstetric (Anomaly Scan) made available and provided by Service Provider to the referred Patients of Hospital (as defined hereinafter) at its own center under Pradhan Mantri SurakshitMatritiva Scheme (PMSMS) in USG.

.2. **INTERPRETATIONS:**

Except where the context requires otherwise, this Agreement will be interpreted as follows:

1.2.1. References to an "agreement" or "document" shall be constructed as a reference to such agreement or document as the same may have been amended, varied, supplemented or novated in writing at the relevant time in accordance with the requirements of such agreement or document and, if applicable, of this Agreement with respect to amendments;

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1.2.2. The words "include", "including, "for example" or "such as" are not used as, nor is it to be interpreted as, a word of limitation and when introducing an example, do not limit the meaning of the words to which the examples of a similar kind apply;

1.2.3. The terms "herein", "hereof", hereto", "hereunder and words of similar purport refer to this agreement as a whole; and

1.2.4. In the absence of a definition being provided for a term word or a phrase used in this Agreement, no meaning shall be assigned to such term word of which derogates or detracts in any from the intent of this Agreement.

2. ENGAGEMENT AND OBJECT:

2.1 The Hospital proposes to engage Service Provider on an exclusive basis with respect to the provision of Diagnostic Testing Services and Service Provider agrees and undertakes to perform such Services on the terms of conditions as set forth hereunder during the Term of this Agreement.

2.2 During the Term of this Agreement, the parties may, by mutual consent, increases or introduce additional services into the Services detailed herein from time to time ("**Additional Services**").

2.3 With effect from the date of execution of such Addendum or such other data as shall be mutually agreed between the parties:

2.3.1 The Addendum shall be deemed to be part and parcel of this Agreement;

2.3.2 The Additional Service shall from part of the "Services" and the word "Services" as captured in this agreement shall be deemed to include the Additional Services;

2.3.3 All the other terms and conditions of this Agreement shall apply and govern the Additional Services

2.4 Subject to the terms of this Agreement, the object and purpose of this Agreement shall be;

2.4.1 To avail a CashFree USG Diagnostic services to needy referred patients of Hospital with state of-the-art technology for facilitating the provisions of services; and

2.4.2 To give permission for displaying service provider's logo within premise at conspicuous place of hospital by intimating to Hospital at it thinks fit; and

2.4.3 Assistance from Hospital on an ongoing basis during the Term of this Agreement in line with the terms and conditions laid out herein.

3. COLLECTION OF PAYMENTS:

Medical Superintendent
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Dr. D. Y. Patil Medical College Hospital & Research Institute KADAMWADI KOLHAPUR

A) Hospital shall pay Services provider the payment against USG services provided by Service Provider as per Rate list under this agreement subject to revision of Rate List of the services time to time.

B) The Hospital indemnify and keep harmless Service Provider Against diagnostics charges of Services Provider payable by patients of Hospital to whom credit facility provided under Government Scheme or applicable laws.

4. COMMERCAL TERMS:

4.1 In consideration for the provisions of the Services by Service Provider, Service Provider shall be entitled to claim, receive and/or recover its charges as per Rate list specified herein, from Hospital within **45 days (FourtyFive Days)** from receipt of invoice of Service Provider. **("Payment Due-Date").**

4.2 The parties hereby agree and ensure that all amount in respect of services would be deposited into the Bank Account **("Bank Account")** of the respective parties as they notified in writing to each othertime to time. And receipt of acknowledgement against the sameshall be provided to each other.

4.3 All amounts set out in this Agreement shall be inclusive of all applicable Law time being in force.

4.4 Notwithstanding anything contained in this Agreement, with respect to patients referred by the Hospital to Service Provider, the Hospital shall be liable to Service Provider on account of non-payment by the said Patient(s) of any of bills raised for provision of Diagnostic Services

4.5 All payments due and payable under this Agreement shall be paid in full by Hospital within the timelines provided herein. (eachsuch timeline a "**Payment Due-Date**").

4.6 Notwithstanding the right of Service Provider to terminate this Agreement in the manner as set forth in clause 9.2.1, in the event that Hospital delays in making payments due to Service Provider beyond Payment Due-Date, the Hospital agrees and acknowledges that Service Provider shall be entitled to levy a penal interest for such delayed payment at the rate of interest equal to one per cent per month of delay' and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof for any period during which such default subsists.

4.7 Without prejudice to the other rights and remedies available to Service Provider, Hospital agrees and acknowledges that Service Provider shall be entitled to

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suspend provision of the service without any liability during any period when payments remain outstanding beyond the Payments Due-Dates.

4.8 The Hospital accepts and acknowledges that all costs to be incurred by Service Provider in the course of provision of the Services set forth in this Agreement, shall be paid at actuals within 45 days from the date of provision of the supporting bills and such other documentation by Service Provider. Service Provider.

5. CONVENANTS AND OBLIGATIONS OF HOSPITAL

5.1. The Hospital shall:

5.1.1. Shall mandatorily refer all in-patients, walk-ins, out-patients as well as patients referred to by other hospitals, medical institutions, doctors, consultants, etc ("**Patients**") requiring diagnostic services to Service Provider, and the Patients shall be entitled to avail the Diagnostic Testing Services

5.1 .2. Maintain transparency in all financial transactions and make payments towards all amounts due under the terms of this Agreement in a timely manner;

5.1 .3. Ensure books and records in respect of the Diagnostic Testing Services maintained by the Hospital shall be available for inspection anytime b Service Provider;

5.1 4. The engagement under this Agreement shall be exclusive with Service Provider and the Hospital *(including its affiliates and subsidiaries)* shall not be during the Term of this Agreement to, directly or indirectly (i)enter into any similar arrangement with any other Person for the Provision of services; and/or (ii) undertake provision of same or similar services by itself.

6. OBLIGATIONS OF SERVICE PROVIDER

6.1. Service Provider shall:

6.1.1. Maintain and record details of the Diagnostic Testing Services availed by the Patients in accordance with Applicable Law. It is understood that the records maintained by Service Provider are and shall remain the same property of Service Provider and will not be removed or transferred from its possession, except in accordance with requirements of Applicable Law.

6.1.2 Upon the provision of Diagnostic Testing Services, subject to the arrangement between the Parties as set out in Annexure A, the Hospital or Service Provider shall raise invoices on the Patients availing the Diagnostic Testing Services and receive payments in respect thereof.

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Dr. D. Y. Patil Medical College Hospital & Research Institute KADAMWADI KOLHAPUR

6.1.3 Ensure the Diagnostic Testing Services as per agreed list of tests are available at any point of time during agreed working hours;

7. MISCELLANEOUS:

7.1.1 The Parties shall maintain proper books and records evidencing the Diagnostic Services provided, invoices raised and payments received in respect of such Patients.

7.1.2 **Rate list:**

a) Parties hereby agree that, rates of Diagnostic Testing Services will be provided to Hospital by Service Provider from time to time, after completion of every year or before thereof subject to giving intimation to Hospital, Service Provider will revise rates by – 10% on the existing rates thereof.

b) Rate list applicable on the death of this agreement is attached and more specified at "Annexure A"

8. REPRESENTATION AND WARRANTIES

8.1 Each Party hereby represents and warrants to the other party as follows:

8.1.1. It is validly existing under the Applicable Laws;

8.1.2. It has the power and authority to execute and deliver this Agreement. The execution and delivery of this Agreement has been duly authorized and approved and does not require any further authorization from any Person;

8.1.3. It has not taken any action and no other steps have been taken or legal proceedings started by or against it for declaring it as insolvent.

9. TERM AND TERMINATION

9.1 **Term:**

9.1.1. The term of this Agreement shall be commenced from 17.07.2023 to 17.07.2025 (Two years) unless terminated in accordance with the provisions contained herein (**"Initial Term").**

9.1.2. This Agreement may be renewed beyond the Initial Term as mutually agreed between the Parties(**"Renewed Term").**

9.1.3 The Initial term and any Renewed Term shall for the purpose of this Agreement be collectively referred to as **"Term".**

9.2. Termination:

9.2.1. Either Party may terminate this Agreement with immediate effect if any of the following events occur:

Medical Superintendent
Dr. D. Y. PATIL MEDICAL COLLEGE
HOSPITAL & RESEARCH INSTITUTE
KADAMWADI, KOLHAPUR - 416 003

Dr. D.Y. Patil Medical College Hospital & Research Institute KADAMWADI KOLHAPUR

a) The other Party breaches any provisions of this Agreement and fails to cure such breach within Thirty (30) days after receipt of notice of such breach from the non-breaching party;

b) A continuing event of force majeure as mentioned in Clause 9 herein below extending for a period exceeding 6 (six) months.

9.2.2. Either Party may terminate this agreement without cause by providing ninety (90) days prior written notice of such termination.

9.2.3. The termination of this Agreement in accordance with Clause 8 shall in no event terminate or prejudice (a) any right or obligation arising out of or accruing under this agreement under this Agreement attributable to events or circumstances occurring prior to such termination; (b) any provision which by its nature is intended to survive termination, including the provisions of Clause 07 (Miscellaneous Provisions), Clause 8 (Representations and Warranties), Clause 9 (Term and Termination), Clause 14.1 (Confidentiality), shall survive the termination of this Agreement pursuant to this Clause9.

10. FORCE MAJEURE

10.1. Neither Party be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including but not limited to acts of gods, acts of war, insurrection, revolution, terrorist activity, cyber-crime, earthquake, fire, flood, embargo, riot, sabotage, power failure, labor shortage or dispute, strikes, lock-outs, governmental acts or other issues which are not under its control or any other cause which could not have been foreseen by the concerned party.

10.2. Failure or delay in performance by the concerned party shall be excused only during the continuance of such force majeure. As soon as the force majeure is removed or ceases to be exist, each Party shall perform its respective obligations in acceptance of this Agreement.

11. DISCLAIMER OF WARRANTIES

11.1. Service Provider does not make any representation or warranty regarding the reliability, accuracy, completeness, correctness, or usefulness or third party content including but not limited to any information pertaining to the patients.

12. LIMITATION OF LIABILITY

12.1. Notwithstanding anything contained elsewhere in this Agreement, in no event shall Service Provider be liable to the Trust or anyone claiming under the Hospital for the cost or loss including but not limited to any special, exemplary, consequential, incidental, punitive, or indirect damages on any theory of liability, whether in contract, tort (including without limitation negligence), strict liability or otherwise. The limitation set forth in this section shall apply even if the Parties are advised of the possibility of such damage.

12.2. The liability, risk and responsibility pertaining to veracity of the information contained in reports provided by the Patient or clinical information provided by the Hospital shall vest

Medical Superintendent
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KADAMWADI, KOLHAPUR - 416 003

Dr. D. Y. Patil Medical College
Hospital & Research Institute
KADAMWADI KOLHAPUR

14.3. **Amendments:** This Agreement may be amended, modified, superseded, or cancelled, and the terms and conditions hereof may be waived, only by a written instrument signed by he parties hereto or, in the case of a waiver, by the party waiving compliance.

14.4. **Waiver:** The failure of any Party to insist, in one or more instances, upon strict performance of the obligations of this Agreement, or to exercise any rights contained herein, shall not be constructed as waiver, or relinquishment for the future, of such obligations or right, which shall remain and continue in full force and effect. Any waiver can only be made by a written instrument.

14.5. **Notices:** All notices and correspondences shall be made in writing and delivered at the addresses mentioned herein unless directed otherwise in writing by the Parties by any method that provides a proof of delivery.

14.6. **Counterparts:** This Agreement may be executed simultaneously in counterparts each of which shall be deemed to be an original but all of which shall constitute the same instrument.

14.7. **Entire Agreement:** The Agreement, including any annexures or documents attached hereto, all of which are hereby incorporated by reference, shall be deemed to form a part of this Agreement and constitutes the complete and exclusive statement of agreement between the Parties and supersedes all prior agreements, understandings and communication of any kind by and between the parties, whether written or oral, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first above written.

For, **Dr.D.Y.Patil Medical College Hospital and Research Institute Kadamwadi, Kolhapur.** **(Authorized Signatory)**	**For** **Primary Health Center-Kaneri.** **(Authorized Signatory)**
Name: Vaishali Vinayak Gaikwad.	**Name: Dr. Santosh Janardhan Chougale.**
Designation: Medical Superintendent.	**Designation: Medical Officer**

Medical Superintendent
Dr. D. Y. PATIL MEDICAL COLLEGE
HOSPITAL & RESEARCH INSTITUTE
KADAMWADI, KOLHAPUR - 416 009

वैद्यकीय अधिकारी गट अ
प्राथमिक आरोग्य केंद्र कणेरी
ता. करवीर, जि. कोल्हापूर

Dr.D.Y.Patil Medical College Hospital & Research Institute KADAMWADI KOLHAPUR

WITNESSES:

Signature: (signed)	**Signature:** (signed)
Name: Ajit B. Patil Asst. Registrar Dr. D.Y. Patil Hospital, KOLHAPUR	**Name:** सुनिल दगडू जाधव
Address. AT/p- Kayzan Park, Ramanmala, Kolhapur.	**Address.** प्राथमिक आरोग्य केंद्र कसबेटी [illegible] Mob: 7558705818

Medical Superintendent
Dr. D. Y. PATIL MEDICAL COLLEGE
HOSPITAL & RESEARCH INSTITUTE
KADAMWADI, KOLHAPUR - 416 003

Dr. D.Y. Patil Medical College Hospital & Research Institute KADAMWADI KOLHAPUR

BEFORE ME
07/10/23
Adv. Rehana M. Shaikh
NOTARY GOVT. OF INDIA
1171, 'C' Ward, Bhoi Galli, Raviwar Peth,
KOLHAPUR. Dist. Kolhap

NOTARY REGI. SR. No. 2475/2023

NOTARY
REHANA M. SHAIKH
REGD. NO. 10591

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ANNEXURE A

SCOPE OF SERVICES

1. MANNER OF RUNNING DIAGNOSTICS TESTS:

   a) D.Y.PATIL will conduct Diagnostic procedure at accordance with prescription of referred Doctor and will record all the necessary information of the Patients as per applicable laws.
   b) D.Y.PATIL will provide the reports of concerned Patients to them as per mentioned herein this Agreement and in manner s per applicable laws.

2. TESTS TO PROVIDED FOR PATIENTS: (Rate List)

   Obstetric (Early Pregnancy): Rs. 250/- Per scan/patient/report.
   Obstetric (Anomaly scan): Rs. 400/- Per scan/patient/report.

   All above rates are inclusive of all taxes under applicable laws.

For, **Dr.D.Y.Patil Medical College Hospital and Research Institute Kadamwadi, Kolhapur.** Medical Superintendent Dr. D. Y. PATIL MEDICAL COLLEGE HOSPITAL & RESEARCH INSTITUTE KADAMWADI, KOLHAPUR - 416 003 **(Authorized Signatory)**	**For** **Primary Health Center-Kaneri.** वैद्यकिय अधिकारी गट अ प्राथमिक आरोग्य केंद्र कणेरी ता. करवीर, जि. कोल्हापूर. **(Authorized Signatory)**
Name: Vaishali Vinayak Gaikwad.	**Name:Dr. Santosh Janardhan Chougale.**
Designation: Medical Superintendent.	**Designation: Medical Officer**
In the presence of: **Signature:** **Name:** **Address:**	**Signature:** **Name:** **Address:** वैद्यकिय अधिकारी गट अ प्राथमिक आरोग्य केंद्र कणेरी ता. करवीर, जि. कोल्हापूर

Dr.D.Y.Patil Medical College Hospital & Research Institute KADAMWADI KOLHAPUR

NOTARY REHANA M. SHAIKH REGD. NO. 10591 Kolhapur District Expiry of Comm. 07/01/2024 GOVT. OF INDIA

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता:
फ्लॅट नं. 501, वसंत वैभव
अपार्टमेंट, ताराबाई पार्क,
फाळके आइ हास्पिटल मागे
कोल्हापूर, कोल्हापूर,
कोल्हापूर
महाराष्ट्र, 416003

Address:
Flat No. 501, Vasant Vaibhav
Apartment, Tarabai Park,
Behind Falake Eye Hospital
Kolhapur, Kolhapur, Kolhapur
Maharashtra, 416003

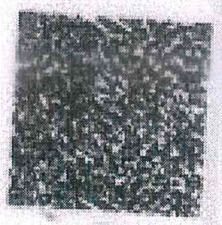
Aadhaar - Aam Aadmi ka Adhikar

RY
SHAIKH
NO.
591
Dt: 07/01/2024
OF IND

Dr.D.Y.Patil Medical College
KADAMWADI KOLHAPUR
Hospital & Research Institute

भारत सरकार
GOVERNMENT OF INDIA

वैशाली विनायक गायकवाड
Vaishali Vinayak Gaikwad
जन्म वर्ष/YoB:1971
महिला Female



7106 7061 5644

आधार - सामान्य माणसाचा अधिकार

सत्यमेव जयते
भारत सरकार

आधार

भारत सरकार
Government of India

भारतीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India

नोंदणी क्रमांक:/ Enrolment No.: 0222/11101/06037

To
संतोष जनार्दन चौगले
Santosh Janardhan Chougale
S/O: Janardhan Chougale
303
Chougale Galli
Ambedakar Chouk
Uchgaon
Kolhapur Maharashtra - 416005
9029652587

Signature Not Verified

आपला आधार क्रमांक / Your Aadhaar No. :

3015 0153 5880

VID : 9171 9570 7745 4630

माझे आधार, माझी ओळख

सत्यमेव जयते
Government of India

AADHAAR

माहिती / INFORMATION

- आधार हा ओळखीचा पुरावा आहे, नागरिकत्वाचा नाही.
- आधार अद्वितीय आणि सुरक्षित आहे.
- सुरक्षित QR कोड/ ऑफलाइन XML/ ऑनलाइन प्रमाणीकरण वापरून ओळख सत्यापित करा.
- आधार कार्ड, पीव्हीसी कार्ड्स, ईआधार आणि mAadhaar सारखे आधारचे सर्व प्रकार तितकेच वैध आहेत. १२ अंकी आधार क्रमांकाच्या जागी व्हर्च्युअल आधार ओळख (VID) देखील वापरली जाऊ शकते.
- 10 वर्षांतून एकदा तरी आधार अपडेट करा.
- आधार तुम्हाला विविध सरकारी आणि गैर-सरकारी लाभ/सेवांचा लाभ घेण्यास मदत करते.
- आधारमध्ये तुमचा मोबाईल नंबर आणि ईमेल आयडी अपडेट ठेवा.
- आधार सेवांचा लाभ घेण्यासाठी स्मार्टफोनवर mAadhaar ॲप डाउनलोड करा.
- सुरक्षितता सुनिश्चित करण्यासाठी लॉक/अनलॉक बायोमेट्रिक्स/आधार या वैशिष्ट्याचा वापर करा.
- आधारची मागणी करणाऱ्या योग्य संमती संस्थांनी शोध घेणे बंधनकारक आहे.

- Aadhaar is a proof of identity, not of citizenship.
- Aadhaar is unique and secure.
- Verify identity using secure QR code/offline XML/online Authentication.
- All forms of Aadhaar like Aadhaar letter, PVC Cards, eAadhaar and mAadhaar are equally valid. Virtual Aadhaar Identity (VID) can also be used in place of 12 digit Aadhaar number.
- Update Aadhaar at least once in 10 years.
- Aadhaar helps you avail various Government and Non- Government benefits/services.
- Keep your mobile number and email id updated in Aadhaar.
- Download mAadhaar app on smart phones to avail Aadhaar Services.
- Use the feature of lock/unlock Aadhaar/biometrics to ensure security.
- Entities seeking Aadhaar are obligated to seek due consent.

भारत सरकार
Government of India

संतोष जनार्दन चौगले
Santosh Janardhan Chougale
जन्म तारीख/DOB: 29/10/1985
पुरुष/ MALE

Issue Date 29/10/2015

3015 0153 5880

VID : 9171 9570 7745 4630

माझे आधार, माझी ओळख

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