BMW Dealer

Performance Motors Limited

A Sime Darby Motors Company Co. Reg. No. 197401559W GST Reg. No M2-0020081-x Toll-Free Number (1800-2255269)

303, Alexandra Road Sime Darby Performance Centre Singapore 159941 Fax. 64747770

280, Kampong Arang Road East Coast Centre Singapore 438180 Fax. 63449773

315, Alexandra Road Sime Darby Business Centre Singapore 159944 Fax. 64796601 (AfterSal 64796624 (Motorrad (AfterSales) (Motorrad)



GST REG. NO : M2 - 0020081 - X

ESTIMATE

13 JAN 2020

Estimate No. : b1 5 Date Estimated : 13/01/2 Prepared By : Chua Ke			Page No. :	1 of 4
- ESTIMATE REPAIR FOR Usha Martin Singapore Pto 91 Tuas Bay Drive Usha Martin Building Singapore 637307		- ACCOUNT - Cash Sales - S Singapore	40000 ervice	
REGN. NO. CHASSIS NO. SMR1654H WBATS72000L	REGN. DA)i	MILEAGE 0
<u>DESCRIPTION</u> Replace rear bumper in the contraction of the contracti	clude remove attachment rea	etc and knoc		VALUE 1,275.00
Spray painting rear bum	per			1,038.00
To check electrical wirin rear section for proper f	g systems and lightings a unction.	it the		177.00
Sundries.				80.00
			Total Labour 1:	2,570.00
DESCRIPTION Cover, lugga Reinforcemen REAR BUMPER CARRI Bumper trim REAR BUMPER TOWN ULTRASONIC SENSON DECOUPING RING PD	IG EYE COVER	<u>Qr</u>	PRIC 1 75.45 1 73.80 1 743.50 1 1,555.40 1 47.85 4 249.95 4 5.10 Total Parts:	VALUE 75.45 73.80 743.50 1,555.40 47.85 999.80 20.40 3,516.20
Claims OD / 3rd Party / Unins	sured losses / Direct Settle	ment		
Regn No.	Claim No.			
Date&Time				2,570.00 3,516.20
Surveyor's Name			•	0.00
Surveyor's TelAuthorised Date		Exce	ss :	0.00
RESURVEY PARTS PHOTO BY S		10ta.	l GST @ 7% :	426.03
Surveyor's E-mail			d Total :	6,512.23

^{**} THIS ESTIMATE IS VALID FOR A PERIOD OF 30 DAYS ONLY**

^{**} PRICE FOR PARTS ARE SUBJECTED TO CHANGE WITHOUT PRIOR NOTICE **

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303. Alexandra Road

Sime Darby Performance Centre Singapore 159941 Fax. 64747770

280, Kampong Arang Road East Coast Centre Singapore 438180

63449773

315, Alexandra Road Sime Darby Business Centre Singapore 159944

64796601 64796624 (AfterSales) (Motorrad)



GST REG. NO: M2 - 0020081 - X

ESTIMATE

Estimate No.

: b1 54097 Page No.: 2 of 4

Date Estimated

Prepared By

: 13/01/2020

: Chua Kee Sin

REGN. DATE

23/12/2019

MODEL

MILEAGE

REGN. NO. SMR1654H

WBATS72000LG69865

CHASSIS NO.

X3 sDrive20i

0

Terms & Conditions of Service

- 1. All requests for servicing, repairs, replacements or installations to the Vehicle (collectively, "Repairs") are subject to acceptance by Performance Motors Limited ("PML") and PML shall have the absolute discretion to reject or deny any request for the Repairs.
- 2. The list of the Repairs or quantum of charges for the Repairs printed overleaf are estimates only and PML shall be entitled to carry out additional repairs or replacements ("Additional Works") if, in its absolute discretion, Additional Works are necessary provided that, where the cost of additional Works exceed \$\$250, PML shall obtain the customer's prior consent (whether given orally or otherwise) before carrying out the additional Works.
- 3. Subject to clause 2 above and save in the case of manifest error or gross negligence, in the event where PML's estimation of the Repairs recommended for the Vehicle differs from the Customer's own estimation of repairs needed. PML's estimate shall prevail.
- 4. The Vehicle accepted by PML for the Repairs shall remain, at all times, at the Customer's own risk while the Vehicle undergoes the Repairs at PML's premises. PML's visual inspection and record of the physical condition of the Vehicle made prior to the commencement of the Repairs shall be binding and conclusive as between PML and the Customer. The Customer shall ensure that all valuables are removed from the Vehicle prior to delivering it to PML for the Repairs. PML shall not be liable, in any way, for theft, fire, accident, loss of or damage to the Vehicle, its contents or accessories whatsoever.
- 5. The Vehicle may be driven on the road if and when PML, in its absolute discretion, decides that it is necessary for the purposes of carrying out tests in connection with the Repairs. Should any damage occur to the Vehicle in such an instance, PML's liability will be limited to the rectification of damage, free of charge.
- 6. PML's entire liability whether, in respect of faulty workmanship or otherwise, shall be limited to the rectification of any faulty workmanship or other faults, free of charge, such faults being reasonably determined by PML to have been caused by PML in the course of the Repairs. The Customer shall, nevertheless, be responsible for all costs for the disassembly, diagnosis, inspection of the Vehicle etc., at PML's current labour charge-out rate, necessarily incurred for the purpose of determining the cause of the fault(s) if it is found that the fault(s) is or are not caused by PML.
- 7. Except as provided in clause 6 above, PML makes no warranty (whether expressed or implied) in respect of the Repairs and shall not, to the fullest extent permitted by law, be liable under any circumstances for special, consequential or incidental damages including but not limited to the loss of use of or depreciation in value of the Vehicle
- 8. Unless otherwise agreed by PML in writing, the Customer shall pay the costs of the Repairs owing to PML, in cash, upon the completion of the Repairs and before the Customer collects the Vehicle. In the event any credit is granted by PML at its absolute discretion, and the Customer fails to make payment of the costs of the Repairs (or any part thereof) by the agreed payment date, interest shall be imposed on the sum remaining unpaid at the rate of 1% per month (or part thereof) from the due date of payment until the date all payments are actually received by PML. PML reserves the right, at any time, to suspend or withdraw any credit facility granted to the Customer without assigning any reason whatsoever.
- 9. The Customer shall collect the Vehicle within 48 hours from the date PML notifies the Customer, (whether orally or otherwise), that the Vehicle is ready for collection. In the event that the Customer fails to collect the Vehicle within 48 hours, the Customer shall, in addition to the costs of the Repairs owing to PML, pay all storage charges, at a rate to be determined by PML provided always that the Customer shall not, under any circumstances, hold PML liable for any loss of or damage to the Vehicle, its contents or accessories or for any deterioration in the quality of or damage to the Vehicle arising from such storage. In the event that the Customer fails to collect the Vehicle for more than 14 days, PML shall be entitled, at its absolute discretion, to dispose of the Vehicle & deduct, from the proceeds of disposal, PML's costs in connection with the disposal as well as all other monies owing to PML.
- 10. If PML does not receive any notification of faulty workmanship from the Customer within 7 days from the date the Customer collects the Vehicle from PML, the Customer shall be deemed to have accepted the Repairs as satisfactory.
- 11. If the Vehicle is sent to PML for the Repairs by any person other than the Customer, PML shall be entitled, without need to make any inquiry, to treat such third party as acting for and on the Customer's behalf. PML shall be entitled to rely on this ostensible authority to carry out the repairs in compliance with such third party's instructions and the Customer shall not hold PML liable for any loss or damage suffered by the Customer as a result and shall pay for the costs of the Repairs owing to PML and further indemnify PML against all claims, losses, expenses, damages suffered or incurred by PML arising from PML's reliance on such authority and/or compliance with such instructions.
- 12. PML may, in its absolute discretion and upon the Customer's request, provide a driver to deliver the Vehicle from the Customer to PML's premises or vice versa provided always that the driver shall, during the time of such conveyance of the Vehicle, be deemed to be the servant of the Customer and not that of PML's and the Customer shall not hold PML liable for any accident, loss of or damage to the Vehicle or its contents or accessories while the same is under the custody of the driver.
- 13. These Terms & Conditions of Service including all annexes and attachments hereto contains the entire agreement between PML and the Customer with respect to the Services described in the Repair Order and supersedes all previous agreements and understandings between PML and the Customer relating to the subject matter herein. No amendments or changes to these Terms & Conditions of Service shall be effective unless made in writing and signed by authorized representatives of both PML and the
- 14. If any term or provision of these Terms & Conditions of Service shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of these Terms & Conditions of Service not affected by such invalidity, illegality or unenforceability shall remain in force and effect.

Performance Motors Limited

A Sime Darby Motors Company Co. Reg. No. 197401559W GST Reg. No M2-0020081-x Toll-Free Number (1800-2255269)

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Singapore 159941 Fax. 64747770

280, Kampong Arang Road East Coast Centre

Singapore 438180 Fax. 63449773

Sime Darby Business Centre Singapore 159944 Fax. 64796601 64796624

315 Blevandra Road

GST REG. NO: M2 - 0020081 - X

ESTIMATE

Estimate No. : b1 54097 Page No. : 3 of 4

Date Estimated : 13/01/2020 Prepared By : Chua Kee Sin

REGN. DATE MODEL REGN. NO. CHASSIS NO. MILEAGE

WBATS72000LG69865 23/12/2019 X3 sDrive20i SMR1654H 0

15. A person not party to these Terms & Conditions of Service shall have no right under any legislation for the enforcement of contractual terms by a third party (whether in force now or to be enacted in the future and as the same may be modified, adapted or supplemented from time to time) to enforce any term in these Terms & Conditions of Service.

- 16. The laws of the Republic of Singapore shall govern the validity and interpretation of these Terms & Conditions of Service and the Parties submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.
- 17. The Sime Darby Motors Group companies in Singapore are committed to ensuring that your personal data is protected. The purpose of this document is to explain how we collect information about you, the procedures that we have in place to safeguard your privacy and how you can instruct us if you prefer to limit the use of that information.
 - The Vendor shall collect and use the Customer's personal data for any of the following purposes, including but not limited to
 - (a) the registration of the Vehicle with the relevant transportation authorities, including but not limited to Land Transport Authority;
 - (b) sharing of the Customer's personal data with the Vendor's principal, its related corporations and contractors, whether within Singapore or overseas, and/or insurance companies, so as to provide the necessary warranties and/or extended warranties for the Vehicle to the Customer;
 - (c) sharing of the Customer's personal data with financial institutions and motor vehicle insurers, on the Customer's behalf, in order for the Customer to obtain financing for the purchase of the Vehicle and the motor insurance on the Vehicle and when necessary, to obtain the loan amounts outstanding from financial institutions, on the Customer's behalf so as to assist the Customer in effecting the Vehicle loan redemptions;
 - (d) servicing of Vehicle and to update the Vendor's after-sales service records. The relevant personal data shall be used by the Vendor, its appointed after-sales service dealers, agents and sub-contractors and/or the Vendor's principal and/or its related corporations whether within or outside Singapore to provide the relevant after-sales service and/or to repair the Vehicle and to communicate with the Customer on any matter relating to the provision of the services in general including to notify the Customer by any means, including by short message services ("SMS") of the next/ subsequent date/mileage for routine service for the Vehicle;
 - (e) administrative, research and analysis purposes to enable it to monitor and improve the services it provides; and
 - (f) organizing events for the Customer, to inform the Customer of such events by any means (including through SMS, multi-media services ("MMS"), phone call, fax, magazines, or brochures) any new products, promotions or services provided by the Vendor in Singapore.
 - 17.2 The Vendor shall also disclose the Customer's personal data:
 - (a) to its service providers, for example, providers of web hosting or maintenance services, for the purpose of supplying itself with the inter connected servers and/or web site links with the relevant authorities;
 - (b) to its customer service agencies whether within or outside Singapore for administrative, research and analysis purposes to enable it to monitor and improve the services it provides:
 - (c) to the Vendor's service providers and/or the Vendor's principal, its related corporations and contractors whether within or outside Singapore for the purpose of organizing events for the Customer, to inform the Customer of and send to the Customer by any means (including through SMS, MMS, phone call, fax, magazine or brochures) any new products or promotions or services that are provided by the Vendor and/or the Vendor's principal whether within or outside Singapore;
 - (d) to the Vendor's business partners for the purpose of carrying out product promotions;
 - (e) to the Vendor's stakeholders and the Vendor's principal and its/their related corporations and contractors for the purpose of carrying out audits;
 - (f) to the Vendor's principal and/or the Vendor's stakeholders and their respective related corporations and contractors whether within or outside Singapore for the purposes of carrying out audits; and
 - (g) to the Vendor's principal and its related corporations whether located within or outside Singapore for the purpose of responding to any of the Customer's enquiries.
 - 17.3 The Vendor shall retain the Customer's personal data either for the period of the business relationship or, for the requisite retention periods as stipulated in any contractual arrangements or under any applicable law, whichever is later.
 - If the Vendor amends any provision in this clause17, it will notify the Customer via e-mail and may place notices on the Vendor's web site. The Vendor's email to the 17.4 Customer shall require the Customer's consent to its change of use of the Customer's personal data. Continued use of the Vendor's services shall signify the Customer's agreement to any such changes
 - The personal data the Customer provides may be transferred to the Vendor's principal within or outside Singapore for surveys and research purposes conducted with the objective of enhancing the Customer's satisfaction.
 - The Customer shall have a right to request a copy of the personal data the Vendor holds about the Customer and information about the ways in which the Customer's 17.6 personal data has been or may have been used or disclosed within a year before the date the Customer's request. If the Customer wishes to exercise this right, the Customer shall complete the Vendor's prescribed form and/or:
 - (a) put his request in writing and indicate whether he would like to have a copy of his personal data or he wishes to have information about the ways in which his personal data is used or disclosed during the past year or both;
 - (b) include proof of his identity and address (e.g. a copy of the Customer's driving licence and a recent credit card bill); and
 - (c) specify the personal data he wants access to, including any account or reference numbers where applicable.

The Vendor shall reply to the Customer as soon as reasonably possible upon its receipt of the Customer's request.



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280, Kampong Arang Road East Coast Centre

Singapore 438180 63449773 Fax.

Sime Darby Business Centre Singapore 159944 Fax. 64796601 (AfterSa: 64796624 (Motorrad

(AfterSales) (Motorrad)

315, Alexandra Road

GST REG. NO: M2 - 0020081 - X

ESTIMATE

Estimate No. 54097 Page No. : 4 of 4 : b1

Date Estimated : 13/01/2020 Prepared By : Chua Kee Sin

REGN. DATE REGN. NO. CHASSIS NO. MODEL MILEAGE

SMR1654H WBATS72000LG69865 23/12/2019 X3 sDrive20i O

- 17.7 The Customer shall pay an amount to access his personal data in the manner stated in Clause 17.6(a) above
- The Customer shall have the right to correct any inaccuracies in his personal data free of charge. If the Customer wishes to exercise this right, the Customer shall: 17.8
 - (a) put his request in writing:
 - (b) provide the Vendor with enough information to identify himself (e.g. the Customer's account number, username, registration details); and
 - (c) specify the information that is incorrect and what it should be replaced with.

The Vendor shall reply to the Customer as soon as practicable upon its receipt of the Customer's request.

- 17.9 The Customer's access or correction request will not be granted as of right; the Vendor's ability to accede to the Customer's access or correction request is subjected to the prohibitions and exceptions set out or which may be set out in the Singapore Personal Data Protection Act ("PDPA") and its accompanying regulations.
- 17.10 The Customer shall have the right to ask the Vendor to stop collecting, using or disclosing his personal data for any of the abovement(oned purposes set out in Clauses 17.1 and 17.2. If the Customer wishes to exercise this right, the Customer shall complete the Vendor's prescribed form and/or:
 - (a) put his request in writing by way of an email sent to the Vendor;
 - (b) provide the Vendor with his name, NRIC number, mobile number, email and Vehicle registration number to identify the Customer; and
 - (c) if the Customer's objection is not to direct marketing in general, but to direct marketing by a particular channel (e.g. voice call, SMS, MMS, fax, mailers or email), the Customer has to specify the channel he is withdrawing his consent to.
- 17.11 In the event that the Customer withdraws consent to the collection, use or disclosure of his personal data such that it materially affects this Agreement and it renders the Vendor unable to, or such that it becomes difficult for the Vendor to perform or properly perform or discharge its obligations under this Agreement, at law, under the warranty undertakings, or its role as a responsible dealer of BMW vehicles, the Vendor may at its discretion, be entitled to terminate this Agreement with the Customer.
- 17.12 The obtaining the Customer's consent for the collection, use or disclosure of his personal data under this clause 17 is subject to the exceptions set out or which may be set out in the PDPA
- 17.13 The Customer shall address all communications pertaining to this Clause 17 to:

The Data Protection Officer Performance Motors Limited

Address Sime Darby Performance Centre 303 Alexandra Road Singapore 159941

Email address: dataprotection@pml.com.sg 1/13/2020 Invoice



GENERAL INSURANCE ASSOCIATION OF SINGAPORE RECORDS MANAGEMENT CENTRE

6 Raffles Quay #18-00, Singapore 048580 Phone: +65 6224 0010 Fax: +65 6224 0030 Operating Hours: Monday to Friday 9am to 5pm

GST Registration No: M400017735

Third Party Insurer Enquiry

Our Ref No:

GR-20-006477

Date of Request:

13/01/2020

Your Ref No:

Online Purchase

Performance Motors Limited 303 Alexandra Road Sime Darby Performance Centre Singapore 159941

Dear Sir/Madam.

Enquiry Date

13/01/2020

Enquiry By

Melanie Setiawati

TP Vehicle No.

SMA9728R

Accident Date

11/01/2020

Enquiry Result

TP Vehicle No.	Insurer	Period of Insurance	Insurer Tel. No.
SMA9728R	AIG Asia Pacific Insurance Pte. Ltd.	25/06/2019-24/06/2020	65-6419-3000

Thank You.

The images provided to you are taken from the original reports forwarded to the centre by the members of the General Insurance Association of Singapore and we take no responsibility for their accuracy or contents and shall be under no liability whatsoever for any loss or damage arising out of or in connection with the reports or their images.

This is a computer generated document and requires no signature.

1/13/2020 Invoice



RECORDS MANAGEMENT CENTRE

GENERAL INSURANCE ASSOCIATION OF SINGAPORE RECORDS MANAGEMENT CENTRE

6 Raffles Quay #18-00, Singapore 048580 Phone: +65 6224 0010 Fax: +65 6224 0030 Operating Hours: Monday to Friday 9am to 5pm

GST Registration No: M400017735

TAX INVOICE

Our Ref No:

GR-20-006477

Date of Request:

13/01/2020

Your Ref No:

Online Purchase

Performance Motors Limited 303 Alexandra Road Sime Darby Performance Centre Singapore 159941

Dear Sir/Madam,

Enquiry Date

13/01/2020

Enquiry By

Melanie Setiawati

TP Vehicle No.

SMA9728R

Accident Date

11/01/2020

DESCRIPTION	AMOUNT (S\$)
TP Insurer Enquiry	1.87
GST Amount	0.13
Total Amount Due (GST Inclusive)	2.00

Thank You.

This is a computer generated document and requires no signature.

For GIARMC Official use:

Date:

[X] GIRO [] Cash [] Cheque



www.libertyinsurance.com.sg

Motor Cover Note

Name of Producer:

SD CONTEGO SERVICES (A1429)

-Date ofdssue:

.19 Dec 2019

Cover Note No.:

C0101930

Quotation/ Proposal/-Policy No.:

To: 22 Dec 2020 23:59

The Insured mentioned in the Schedule, having proposed for insurance in respect of the Motor Vehicle described in the Schedule, is hereby HELD COVERED under the terms of the Company's usual form of Motor Policy applicable thereto for the period mentioned in the Schedule unless the cover be terminated by the Company by notice in writing in which case the insurance will thereupon cease and a proportionate part of the annual premium payable for such insurance will be charged for the time the Company has been on risk.

Details of Schedule

Name of Insured:

USHA MARTIN SINGAPORE PTE LTD

Period of Insurance:

From: 23 Dec 2019 00:00

Registration No.:

SMR 16544 BMW X3 SDRIVE201 RL

Type of Body:

SUV

Capacity/Tonnage:

1998

Year of Manufacture/Registration:

2019/2019

Chassis No.:

. WBATS72000LG69865

Engine No.:

H084K186B48B20A

Sum Insured:

10041(1005-10520)(

MARKET VALUE AT TIME OF LOSS

Name of Finance Company:

DBS BANK LTD

Type of Plan:

Comprehensive

Excess:

700

The Motor Vehicle (Third Party Risks and Compensation) Act (Chapter 189), Motor Vehicles (Third Party Risks and Compensation) Rules, 1960, Road Transport Act, 1987, Road Transport (Amendment) Act 2019, The Motor Vehicles (Third Party Risks) Rules, 1959 and any subsequent revisions to the above Acts and Agreements.

I/We hereby certify that this Cover Note is issued in accordance with the provisions of the Motor Vehicles (Third-Party Risks and Compensation) Act (Chapter 189) and Part IV of the Road Transport Act, 1987.

Not valid unless counter-signed by authorized person.



Date: 19 Dec 2019 13:10

For and on behalf of

LIBERTY INSURANCE PTE LTD

IMPORTANT NOTICE

Administrative Charge is payable for Cover Note issued and Policy not taken up.

Subject to Premium Payment Warranty Clause.

This Cover Note is Issued for TEMPORARY USE only and is valid for 30 days from the date of issue, unless replaced by a Certificate of Insurance issued by the Company.

A1429/A1429-5/19-Dec-2019/Mator/MCaverNote/v1.0





1 of 2

POLICE REPORT (NP299)

Driver of SMA 9728R particulars:

Police Station Of Origin Tanglin Division HQ 21 Kampong Java Road SINGAPORE 228892

Tel No:1800-3910000

Report No. E/20200111/7019

Date/Time Report Made	Vide Report No.			Station Diary No.
11/01/2020 22:38		***************************************		
Name Of Informant	Address			
TAN CHOON WEE	APT BLK 807A CHAI CHEE ROAD #05-08 SINGAPORE 461807			
ID Type / ID No.	Contact	No.		***************************************
NRIC NO / S7736454D	Home/O	ffice:	Mobile:	
			97425805	
Nationality	Email Address			
SINGAPORE CITIZEN	dreadfulkokanee@hotmail.com			
Occupation	Sex	Age	Date of Birth	Race
Technical/Engineering services manager (eg	Male	42	09/12/1977	Chinese
shipyard manager)				
Institution/School Name	Language English			
Date/Time Of Incident	Location Of Incident			
11/01/2020 18:40 - 11/01/2020 19:00	CENTRAL EXPRESSWAY			

I was driving my company car SMR 1654H along CTE entering PIE Changi Airport when another car SMA 9728R hit my car from behind. We exchange particulars and took photos of the cars. No injury after the accident.

Tay Sui Hock	
Signature Of Officer Recording The Report: Not applicable	Signature Of Informant: The identity of the person making this report has been authenticated by SingPass. No signature is required.
Signature Of Interpreter: Not applicable	Date/Time: 11/01/2020 22:38
Officer In-Charge Of Case:	Classification Of Case:
Authentication Stamp	





/20200111/7019

2 of 2

POLICE REPORT (NP299)

CONTINUATION OF REPORT

Report No. E/20200111/7019

IC no.: S16798501

I have informed the driver of SMA 9728R that i will be bringing the car back to performance motor for assessment and filing of report and claim.

And the second section of the second		
TAN CHOON WEE		
NRIC NO	ID No	S7736454D
Male	Age	42
Chinese	Language	English
Technical/Engineering services manager (eg shipyard manager)	Address Type	
APT BLK 807A CHAI CHEE ROAD #05-08 SINGAPORE 461807	Mobile No	97425805
Yes		
TAN CHOON WEE (Informant)		
	TAN CHOON WEE NRIC NO Male Chinese Technical/Engineering services manager (eg shipyard manager) APT BLK 807A CHAI CHEE ROAD #05-08 SINGAPORE 461807 Yes	TAN CHOON WEE NRIC NO Male Chinese Chinese Technical/Engineering services manager (eg shipyard manager) APT BLK 807A CHAI CHEE ROAD #05-08 SINGAPORE 461807 Yes

Signature Of Officer Recording The Report: Not applicable	Signature Of Informant: The identity of the person making this report has been authenticated by SingPass. No signature is required.		
Signature Of Interpreter: Not applicable	Date/Time: 11/01/2020 22:38		
Officer In-Charge Of Case:	Classification Of Case:		
Authentication Stamp			