

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the ..... Day of   **Two Thousand and Twenty**  
**One ( 2021).**

**INDIRA CONSTRUCTIONS**  
*Chirag Agarwal*  
**PARTNER**

ONE FLAT PREMISES HAVING AREA MEASURING ..... SQ. FT. (INCLUDING SUPER BUILT - UP AND COMMON AREA) OF FLAT NO. ".....", OF ..... FLOOR OF G + THREE STOREYED RESIDENTIAL BUILDING AND A COVERED GARAGE MEASURING ..... SQ.FT. AT GROUND FLOOR IN THE COMPLEX NAMED "URBANA" TOGETHERWITH THE UNDIVIDED PROPORTIONATE RIGHT ON THE LAND ON WHICH THE SAID BUILDING STANDS.

LAND AREA ON WHICH THE BUILDING STANDS	:	48 KATHAS 7 CHHATAKS
PLOT NO.	:	190 (L.R.)
KHATIAN NO.	:	1262 (L.R.)
<b>MOUZA</b>	:	<b>JADUBHITAR CHHAT</b>
J. L. NO.	:	48
PARGANA	:	PATHARGHATA
POLICE STATION	:	PRADHAN NAGAR
ADDL.		
DIST. SUB-REGISTRY OFFICE	:	BAGDOGRA
DISTRICT	:	DARJEELING
WITHIN	:	GRAM PANCHAYAT AREA
CONSIDERATION	:	Rs. ....../-

**BETWEEN**

..... (PAN .....), c/o of ....., by religion ....., by occupation ....., by Nationality ....., residing at ....., P.O & P.S. ...., Kolkata - ....., hereinafter called "PURCHASER" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their executors, administrators, successors, representatives and assigns) of the **SECOND PART**.

**AND**

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*Chirag Agarwal*  
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**TARAMANI DEVELOPERS PRIVATE LIMITED**, a Private Limited Company, incorporated under the Companies Act, 1956, having Corporate Identity Number:U70109WB2012PTC182431, Dated;/ 06.06.2012, having its Registered office at 32/9/239, Samran Tower, 2<sup>nd</sup> Floor, Beside Howrah Petrol Pump, Burdwan Road, P.O. and P.S. Siliguri, in the District of Darjeeling, in the State of West Bengal represented by one of its Director, SRI PROMODE GARG, son of Sri Jodhraj Agarwal, Hindu by Religion, Indian By Nationality, Business by Occupation, resident of Dr. Kalinath Road, Khalpara, P.O. and P.S. Siliguri, District : Darjeeling- hereinafter called the "land owner/ first party" which expression shall unless excluded by or repugnant to the context be deemed to include its (Directors, executors, successors, representatives, administrators and assigns) of the "**ONE PART**". (Having PAN NO: AAECT2894A).

AND

**"INDIRA CONSTRUCTIONS"** a Partnership Firm, having its office at Sevoke Road, P.O. & P.S. – Siliguri, District : Darjeeling, in the State of West Bengal, represented by one of its Partner, **SRI CHIRAG AGARWAL**, son of Sri Mohan Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Sevoke Road, P.O. & P.S. – Siliguri, District : Darjeeling, hereinafter called the "**DEVELOPER / THIRD PARTY**" (which name and expression shall unless excluded by or repugnant to the context be deemed to include its Partners, office –Bearers, executors, successors, representatives, administrators and assigns) of the "**THIRD PART**" (Having PAN NO: AAGFI6623R).

**WHEREAS** the Owner hereto referred above has become the absolute owner in khas, actual and physical possession of all that 48 Kathas 7 Chhataks of Land within Mouza – Jadubhitar Chhat, appertaining to R.S. Plot No: 140 and L.R. Plot No: 190, recorded in L.R. Khatian No: 1262, Touzi No. 91, J.L. No: 48, Pargana Patharghata, P.O. & P.S. Pradhan Nagar, District : Darjeeling in the State of West Bengal, by way of purchase from Smt. Rekha Rani Roy W/o Sri Bibhuti Bhushan Roy, by virtue of Registered Deed of Sale Being No. I-6354, for the year 2012, Dated: 04.07.2012 registered at the office of ADDL. District Sub- Registrar Siliguri II at Bagdogra, in the District: Darjeeling, Sri Subodh Kumar Verma, S/O Late Ramniranjan Prasad Verma, by virtue of Registered Deed of Sale Being No. I-6356, for the year 2012, Dated: 04.07.2012 registered at the office of ADDL. District Sub- Registrar Siliguri II at Bagdogra, in the District: Darjeeling, Sri Bibhuti Bhushan Roy S/o Late Binod Behari Roy, by virtue of Registered Deed of Sale Being No. I-6353, for the year 2012, Dated: 04.07.2012

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registered at the office of ADDL. District Sub- Registrar Siliguri II at Bagdogra, in the District: Darjeeling, Sri Bijay Kumar Jha S/o Sri Parmanand Jha, by virtue of Registered Deed of Sale Being No. I-6355, for the year 2012, Dated: 04.07.2012 registered at the office of ADDL. District Sub- Registrar Siliguri II at Bagdogra, in the District: Darjeeling, and Sri Indranil Das & Smt. Rubi Das by virtue of Registered Deed of Sale Being No. I-1739, for the year 2013, Dated: 26.02.2013 registered at the office of ADDL. District Sub- Registrar Siliguri II at Bagdogra, in the District: Darjeeling. And by virtue of aforesaid registered deeds the Owner hereof has acquired permanent, heritable and transferable right, title and interest in the said land free from all encumbrances and charges whatsoever. The said land is more fully and particularly described in the **Schedule-"A"** herein below.

**AND**

**WHEREAS** the **VENDOR** entered into an agreement on being document No. I- 1153 for the year 2020 with "**INDIRA CONSTRUCTIONS**" the **DEVELOPER** hereof, to promote a G + three Storied Residential Building on the land mentioned in **Schedule "A"** below on certain terms & conditions contained therein and delivered physical possession of the land and the **VENDORS** as per the terms of the agreement empowering the **CONFIRMING PARTY** to do acts and deed for and on behalf of the **VENDOR**.

**AND**

**WHEREAS**, the Vendor and the Developer have formulated a scheme to enable a person/party intending to have own unit or premises in the said Building alongwith the undivided proportionate share or interest in the land on which the said Building stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit or premises proportionate to the total constructed area of the said land.

**AND**

**WHEREAS** the **VENDOR** duly prepared Building plan and passed it from the competent authority being - **Registration No 621, vide order No. 104/ MPS. Dated : 05.03.2021** and started a construction over the **Schedule "A"** Land as per sanctioned plan.

- A. The Owner/Developer had converted the aforesaid land measuring 48 Kathas 7 Chhataks more particularly described in the Schedule-A given herein under, from Rupni to Bastu (Housing Complex), from the Office of the Sub-Divisional Land & Land Reforms Officer, Siliguri, vide Memo No. 1190/SDL&LRO-Slg/14., dated 11/07/2014.

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- B. Thereafter, the **OWNER/DEVELOPER** herein constructed a Ground plus Three storied Building namely "**URBANA**", according to the sanctioned Plan vide No **Registration No 621, vide order No. 104/ MPS. Dated : 05.03.2021**, issued by Gram Panchayat Area upon the land measuring 48 Kathas 7 Chhataks forming part of L.R. Plot No. 190, recorded in L.R. Khatian No. 1262 situated within Mouza –Jadubhitar Chhat, J.L. No. 48, Pargana – Patharghata, P.O. and P.S. – Pradhan Nagar, Sub-Div and A.D.S.R.O. – Siliguri, in the District of Darjeeling.
- C. The **OWNER/DEVELOPER** herein have declared to sell the one Flat of the said building and the **PURCHASER** herein getting knowledge about the same, and being desirous to purchase a Flat has taken inspection of the documents and being satisfied with the lawful title of the **OWNER/DEVELOPER** and also the sanction plan and the construction and agreed to purchase **ALL THAT** one residential Flat, on the ..... **Floor**, at the ..... **side** of the Ground plus \_\_\_\_\_ storied Building namely "**PROJECT NAME**", measuring an area of ..... **Square Feet super built up** of the building in complete and habitable condition in all manner whatsoever lying and situated at P.S. – Pradhan Nagar, in the District of Darjeeling, hereinafter referred and called as "The Said Flat" morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate impartible share and interest in the land which is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available therewith at or for the total price and / or consideration of **Rs...../- (Rupees.....)** **only** finding the proposal as an acceptable one, has decided to sell out the said Flat unto and in favour of the **PURCHASER** herein.

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- D. The Owner/Developer herein doth hereby declare and covenant with the Purchaser that the said Flat is free from all encumbrances of any nature whatsoever and that the Owner/Developer has full right, title and interest in the said Flat and has full right and authority to assign and transfer all his right, title and interest therein and the Owner/Developer further declare that there is a clear title to the Flat and its appurtenances belongs to the Owner/Developer absolutely and that neither the Owner/Developer or any other person or persons have created any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the said Flat and that Notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Owner/Developer or any person or persons lawfully or equitably claiming by from through or in trust for him, the Owner/Developer has himself full right, power and absolute authority to sell or transfer to the Purchaser the said Flat and his right, title and interest therein and that the Owner/Developer have not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the said Flat by the Purchaser may be rendered illegal and/or unauthorized for any reason or on any account.

**NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-**

In pursuance of the said Agreement for Sale and in consideration of the payment of sum of Rs...../- (Rupees.....) only as the total Consideration paid by the PURCHASER to the OWNER/DEVELOPER herein (receipt whereof the OWNER/DEVELOPER hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the PURCHASER) paid on or before the execution of these presents, the Owner/Developer doth hereby sell, transfer and convey unto and in favour of the Purchaser herein **ALL THAT** one residential Flat, on the ..... Floor, at the ..... side of the Ground plus Three storied Building namely "URBANA",

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measuring an area of ..... **Square Feet super built up** together with common areas, benefits, facilities, amenities and others thereof **TOGETHER WITH** undivided proportionate impartible share and interest in the land at of the building in complete and habitable condition in all manner whatsoever lying and situated at P.S. – Pradhan Nagar, in the District of Darjeeling morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate impartible share and interest in the **LAND** in the **FIRST SCHEDULE** hereunder and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the **OWNER/DEVELOPER** to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the **PURCHASER** absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof **AND** the Owner/Developer herein doth hereby covenants with the Purchaser that:-

1. The Owner/Developer herein now has in itself good right and full power to convey and transfer by way of sale the said Flat and the premises hereby conveyed or Intended so to be unto and to the use of the Purchaser in the manner aforesaid has put the Purchaser in vacant, peaceful and unencumbered possession.

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2. The Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for her own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him, the Owner/Developer herein or his heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for him or any of them.
3. The Purchaser shall hold the said Flat free and clear and freely and clearly and is absolutely exonerated, and forever released and discharged or otherwise by the Owner/Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner/Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for him;
4. The Purchaser shall be entitled to the rights, benefits and privileges attached to the said Flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said Flat as detailed in the **THIRD SCHEDULE** hereunder written and/or described.
5. The Purchaser shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of, to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written.

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6. The said Flat and /or the said building have been constructed as per the sanctioned plan and as per the specifications as stated in the said Agreement for Sale.
7. The Purchaser and other co-owners shall abide by the Rules and regulations and common obligations along with the other owners/occupiers of the other units/Flats in the building as detailed in the **FIFTH SCHEDULE** hereunder written.
8. The Purchaser shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat are as detailed in the **SIXTH SCHEDULE** hereunder.
9. The Owner/Developer herein or any person or persons having or claiming any estate, right, title or interest in the said Flat, and premises hereby conveyed or any part thereof by, from, under or in trust for the Owner/Developer herein or its heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request of the Purchaser do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely assuring and granting the said Flat, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser in manner aforesaid as by the Purchaser, her heirs, executors or administrators and assigns shall be reasonably required.
10. The Purchaser shall also be entitled to sell, mortgage, lease or otherwise alienate the Flat hereby conveyed subject to the terms herein contained to anyone without the consent of the Owner/Developer or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchaser under the terms of this conveyance.

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11. The Purchaser undivided proportionate interest in the land is impartible in perpetuity.
12. The Owner/Developer doth hereby further covenant with the Purchaser that the Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him, the Owner/Developer or his heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.
13. The Purchaser shall mutate the Said Flat in his/her/their own name and shall pay all such rates, revenues and taxes and other impositions that may be charged from time to time, directly to the Gram Panchayat.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(THE SAID PREMISES)**

**ALL THAT** piece and parcel of Bastu land measuring 48 Kathas 7 Chhataks, appertaining to and forming part of R.S. Plot No. 140 corresponding to L.R. Plot No. 190, recorded in L.R. Khatian 1262, within Mouza- Jadubhitar Chhat, J.L. No. 48 , under P.S. Pradhan Nagar, District Darjeeling, within Gram Panchayat Area and the same is Butted and Bounded as follows:

By North	:	18 Ft. Wide Kutchha Road.
By South	:	Land of Plot No. 182.
By East	:	Sold Land of Smt. Tarawati Agarwal.
By West	:	Sold Land of Sri Jodhan Munda.

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 PARTNER



**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(DESCRIPTION OF THE SAID FLAT)**

**ALL THAT** piece and parcel of the one residential Flat, on the ..... Floor, at the ..... side of the Ground plus Three storied Building namely "URBANA", measuring an area of ..... **Square Feet super built up** more or less consisting of ..... (.....) bed rooms, .... (.....) Dining-cum-Drawing, ..... (.....) Kitchen, ..... (.....) Toilet, ..... (.....) Balcony together with common staircase of the said building with proportionate share of land, staircase, roof, open space, common space and interest, right of benefit to use Drain and land below and the said building together with occupiers of the other flats room of the said respective building and also the right of easement, benefit & / or interest on other common paths, passages, drains, pipes with other amenities & equipment with the owner of the other apartment of the said building at P.S. – Pradhan Nagar, in G ram Panchayat Area, in the District of Darjeeling.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(Common Parts and Facilities)**

The common areas and facilities continued in the present Deed of Conveyance shall include:

1. Swimming Pool.
2. Gymnasium.
3. A/c Community Hall.
4. Lift.
5. CCTV Camera
6. Green Area.

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**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(COMMON EXPENSES)**

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running and operating all machinery, equipments and installations, comprised in the common portions including water pumps, lift, including the cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. Cost of insurance premium for insuring the building and/or common portions.
5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. Gram Panchayat tax, water tax, and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the Purchaser).
7. Costs of formation and operation of the service organization including the Office expenses incurred for maintain the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services including water pump etc. and lighting the common portions including system loss for providing electricity to each unit.
9. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.

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10. All other expenses and/or outgoings as are incurred by the Vendor and/or service organization for the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(Common Obligations & Rules and Regulations)**

- 1) The share or interest in the land underneath is impartible and the Purchaser shall not claim partition of the undivided proportionate share in the land and/or the common parts of the Building and/or in respect of the common service and utilities.
- 2) The Purchaser shall apply for mutation of the Second Schedule property in her own name and apply for and has the said separately assessed for the purpose of Municipality rates and taxes, Khajna etc.
- 3) The Purchaser shall use the said Flat and all common portions peacefully with the other co-owner.
- 4) The Purchaser shall not do any of the following acts, deeds and things :
  - a) Violate any of the rules and/or regulations laid down for the common purpose and of the users of the common portions.
  - b) Injure, harm or damage the common portions of any other Unit in the Building by making any alternative or withdrawing any support or otherwise.
  - c) Carry out repairs in a manner which is affect the structural stability of the building.
  - d) Keep or store any offensive, combustible, obnoxious, dangerous or hazardous article in the said Flat.
  - e) Keep any heavy articles on the floor or operate any machine other than the usual home appliance.

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**THE SIXTH SCHEDULE ABOVE REFERRED TO:**  
**(EASEMENTS AND QUASI-EASEMENTS)**

1. The Purchaser shall be entitled to all rights, privileges vertical and lateral supports, easements, quasi easements, appertaining to the said Flat, or therewith usually held, occupied, enjoy, reputed or known being part and parcel of member thereof, or appertaining thereto which are hereinafter specified morefully specified, excepting and reserving unto the vendor and other owners/purchaser of other owners/purchaser of other units rights, if any of easements, quasi easements, privileges and appurtenances.
2. The rights of access in common with the Vendor/Developer and other Owners/purchasers of other Flats and the other occupier subject to limitation if any, to their right of the building at all times and for all normal use and purpose connected with the use and enjoyments of the said Flat.
3. The right to use all times and for all purposes the common passages, lobby staircase, landing of the said building, entrance to the said Flat from the main entrance and exit there from in common with the vendors and other Flat owners or other units with subject to limitations, if any their such right, in the said building provided always and it is hereby declared that the purchaser or their servants, agents and invitees of the purchaser shall not be entitled to obstruct, or deposit the materials and rubbish or otherwise encumber the free passage of other person or persons including the purchaser and the said passage lobby, staircase landing and other spaces to be used in common as aforesaid.
4. The right if protection of the said Flat by or from all parts of the building so far they now protect the same.

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5. The right of passage in common as aforesaid for electricity, water and soil from and to be the said Flat through pipes, drains, wires and conducts laying or being in or under or over the said building as may be reasonably necessary for the beneficial occupiers of the said Flat for all purpose whatsoever.
6. The right to use in common with other flat owners the installation, staircase, open and covered space, electrical installation passages.
7. The right of passage in common with the Vendor and other flat owners and the purchaser of different flats or subject to limitation thereof, if any, person or persons.
8. As aforesaid for electricity, water and soil from to any part other than the said flat or parts of the said building through pipes, drains, wires, conduits lying or being in, under through or over the said flat as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the said building for all purpose whatsoever.
9. The right to protection of other portion or portions of the building by all parties of the said Flat as far as they now protect the same without causing any structural alteration thereof.
10. The right of purchaser of the other part or parts of the building, the front entrance, staircase, electrical installation, open and covered spaces and other common passages or paths of the said building.

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PARTNER

**IN WITNESS WHEREOF** the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

**SIGNED SEALED AND DELIVERED** by the **OWNER/DEVELOPER** at Siliguri in the presence of :

1.

2.

**SIGNED SEALED AND DELIVERED** by the **PURCHASER** at Siliguri in the presence of:

1.

2.

Drafted and explained by me to parties & printed in my office :

(Rajesh Kumar Agarwal)

Advocate, Siliguri

Enrollment No. F/119/384/98.

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*Chirag Agarwal*  
PARTNER



RECEIVED from the within named PURCHASER the within mentioned sum of Rs...../- (Rupees.....) only by way of total consideration money as per Memo below :-

**MEMO OF CONSIDERATION**

Cheque No.	Date	Bank & Branch Name	Amount
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Total Rs...../-

(Rupees.....) only

**SIGNATURE OF THE WITNESS**

1.

2.

**SIGNATURE OF THE OWNER/DEVELOPER**

Identified by:

Name:.....

Son of .....

by Faith- ....., by Occupation: ....., by Natinality- Indian,

Residing at - ....., P.O. ....

P.S. ...., Pincode ....., District: .....

**INDIRA CONSTRUCTIONS**  
*Chirag Agarwal*  
**PARTNER**