

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the Day of Two Thousand and Twenty (2020).

BETWEEN

(1) SRI GOVIND KUMAR KEDIA (PAN No. ALRPK8303N and Aadhar No. 922882426473), Son of Late Ramanand Kedia, by Occupation-, by faith-Hindu, by Nationality- Indian, **(2) SMT. POOJA KEDIA (PAN No. ANHPK5868J and Aadhar No. 547133336803)**, Wife of Sri Govind Kumar Kedia and daughter of Dinesh Agarwal, by Occupation-, by faith- Hindu, by Nationality- Indian, both are residing at Building – A-5, Flat No. 10D, Brindavan Garden, 98, Christopher Road, Gobinda Khatik Road, P.O. Topsia, P.S. Tangra, Kolkata - 700046, District – South 24 Parganas, West Bengal, hereinafter called and referred to as the **OWNERS/VENDORS** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, representatives and assigns) of the **FIRST PART**. The Owners herein duly represented by their constituted attorney namely, **JAI BALAJI HOMES & RESIDENCY (P) LTD (PAN No. AABCJ7949P)**, a company incorporated under the companies Act, 1956, having its registered office at A:1, Indian Exchange Place, 2nd Floor, Room No. 215, Kolkata - 700001, represented by one of its director namely **SRI VIJAY AGARWAL** (having Pan No. ADAPA3270F & Aadhar No. 816567803885), son of Kishan Chand Agarwal, by faith-Hindu, by occupation-Business, by Nationality - Indian, residing at 5A, Suhasini Ganguli Sarani, P.O., P.S-Kalighat, Kolkata- 700025, District – South 24 Parganas, by virtue of Agreement for Development Agreement cum Power of Attorney dated **4th Day of August, 2020**, which was registered in the office of the Additional Registrar Assurances-IV at Kolkata, and recorded in Book – I, Volume number 1904-2020, Page from 213600 to 213651, **Being No. 190403583 for the year 2020.**

AND

JAI BALAJI HOMES & RESIDENCY (P) LTD (PAN No. AABCJ7949P), a company incorporated under the companies Act, 1956, having its registered office at

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Vijay Agarwal

Director

A:1, Indian Exchange Place, 2nd Floor, Room No. 215, Kolkata - 700001, represented by one of its director namely **SRI VIJAY AGARWAL** (having Pan No. ADAPA3270F & Aadhar No. 816567803885), son of Kishan Chand Agarwal, by faith-Hindu, by occupation-Business, by Nationality - Indian, residing at 5A, Suhasini Ganguli Sarani, P.O., P.S-Kalighat, Kolkata- 700025, District – South 24 Parganas, hereinafter called as the "**DEVELOPER/CONFIRMING PARTY**" (which terms or expression shall unless excluded by or repugnant to the contexts be deemed to mean include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

AND

[if the Allottee is a company]

_____ (CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN No. _____) represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

[OR]

[if the Allottee is a Partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ PAN No. _____, represented by its authorized partner _____ (Aadhaar No. _____) duly authorized vide _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

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[OR]

[if the Allottee is an Individual]

Mr./Ms. _____ (Aadhaar No. _____) son/ daughter of _____ aged about _____ residing at _____ (PAN No. _____) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[if the Allottee is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN No. _____) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

WHEREAS :

- A. By virtue of a deed of sale executed on 06.01.2010 made between one Jayanta Kumar Chakraborty and others, all jointly referred to therein as Kobala data (Vendor) of the one part and Sri Govind Kumar Kedia and Smt. Pooja Kedia jointly referred to therein as purchasers of the other part, registered in the office of District Sub-Registrar-I at Alipore and recorded in Book No. 1, Volume No. 1, Pages 1631 to 1657, Being No. 00083 for the year 2016, thus said vendor therein, for the consideration mentioned therein, sold, transferred, granted, assigned and assured to and in favour of said purchasers therein, ALL THAT the homestead land measuring about 02 cottah 07 chittack 05square feet, along with a dilapidated building standing

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thereon at the Kolkata Municipal Corporation premises No. 27, Charu Chandra Avenue, within the limit of the Kolkata Municipal Corporation Ward No. 081, Kolkata – 700 033 (hereinafter referred to as the **SAID PLOT No. A**).

- B. By virtue of a deed of sale executed on 23.12.2009 made between one Asha Sen, referred to therein as Vendor of the purchaser) of the other part, registered in the office Dist. Sub-Registrar-I at Alipore and recorded in Book No. 1, C.D. Volume No. 1, Pages 1612 to 1630 Being No. 00082 for the year 2010, the said vendor therein, for the consideration mentioned therein, sold, transferred, granted, assigned and assured to and in favour of said purchasers therein, ALL THAT the homestead land measuring about 01 cottah 05 chittack 33 square feet, ALL THAT the homestead land measuring about 02 cottah 07 chittack 05square feet, along with a dilapidated building standing thereon at the Kolkata Municipal Corporation. premises No. 29A, Charu Chandra Avenue, within the limit of the Kolkata Municipal Corporation Ward No. 081, Kolkata – 700 033 (hereinafter referred to as the **SAID PLOT No. B**).
- C. By virtue of a deed of sale executed on 01.09.2008 made between one Santanu Sen referred to therein as Vendor of the one part and Sri Govind Kumar Kedia and Smt. Pooja Kedia, referred to therein as purchaser of the other part, registered in the office of Addl. Registrar of Assurance, Kolkata and recorded in Book No. 1, C.D. Volume No. 3, Pages 318 to 332, Being No. 00818 for the year 2010, said vendor therein, for the consideration mentioned therein, sold, transferred, granted, assigned and assured to and in favour of said purchasers therein, ALL THAT the homestead land measuring about 01 cottah 14 chittack 43 $\frac{3}{4}$ square feet, along with a dilapidated building standing thereon at the Kolkata Municipal Corporation. premises No. 29B, Charu Chandra Avenue, within the limit of the Kolkata Municipal Corporation Ward No. 081, Kolkata – 700 033 (hereinafter referred to as the **SAID PLOT No. C**).

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Director

- D. The said plot Nos. A, B and C got amalgamated in a single identity and the said amalgamated plot measuring about 04 cottah 11 chittack 7.5 square feet in aggregate and remains mutated in the record of the Kolkata Municipal Corporation as premises No. 27, Charu Chandra Avenue, within the limit of the Kolkata Municipal Corporation Ward No. 081 vide assessee no. 11-081-02-0055-8.
- E. The Sri Govind Kumar Kedia and Smt. Pooja Kedia, the Owners herein become the absolute lawful owner of ALL THAT piece and parcel of land measuring about **4 Cottah, 11 Chittack, 7.5 Sq. Ft.** little more or less, lying and situated at Premises No. 27, Charu Chandra Avenue, P.S. Charu Market, Kolkata – 700033, under Ward No. 81, within the limit of the Kolkata Municipal Corporation (herein after referred to as the said Premises) morefully and particularly described in the FIRST SCHEDULE hereunder written.
- F. The said Owners herein decided to construct a building on the said land as per plan to be obtained from the Kolkata Municipal Corporation after demolition of the existing building standing thereon and accordingly the said Owner herein entered into a registered Agreement for Development Agreement cum Power of Attorney dated **4th Day of August, 2020** with **JAI BALAJI HOMES & RESIDENCY (P) LTD (PAN No. AABCJ7949P)**, a company incorporated under the companies Act, 1956, having its registered office at A:1, Indian Exchange Place, 2nd Floor, Room No. 215, Kolkata - 700001, represented by one of its director namely **SRI VIJAY AGARWAL** (having Pan No. ADAPA3270F & Aadhar No. 816567803885), son of Kishan Chand Agarwal, by faith-Hindu, by occupation-Business, by Nationality - Indian, residing at 5A, Suhasini Ganguli Sarani, P.O., P.S-Kalighat, Kolkata- 700025, District – South 24 Parganas as Developer i.e. the Developer herein for the development of the said property under certain terms & conditions as the Developer shall think, fit and proper and the same was duly registered before the office of the Additional Registrar Assurances-IV at Kolkata, and recorded in Book – I, Volume number 1904-2020, Page from 213600 to 213651, **Being No. 190403583 for the year 2020.**

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- G. Thereafter as per terms and conditions of Development Agreement cum Power of Attorney the Developer herein constructed Ground plus storied Building namely "KRISHNA KANHA" according to the sanctioned Plan being **Plan No. 2015100206 dated 11.03.2016** issued by the Kolkata Municipal Corporation upon the said piece and parcel of land measuring about **4 Cottah, 11 Chittack, 7.5 Sq. Ft.** little more or less little more or less morefully and particularly described in the **FIRST SCHEDULE** hereunder written.
- H. As per the allocation and/or allotment of Agreement for Development Agreement cum Power of Attorney dated **4th Day of August, 2020**, the developer herein is seized and possessed of or otherwise well and sufficiently entitled the **SECOND SCHEDULE** hereunder written and/or given which is being part and parcel of **FIRST SCHEDULE** hereunder written and/or given and enjoying the right, title and interest thereof.
- I. The Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority **at KOLKATA on under registration no.**
- J. The Developer herein has declared to sell the residential Flat within Developer's allocation 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 title of the land owner and authority of the developer and also the sanction plan and the construction and agreed to purchase **ALL THAT** one residential **Flat, being Flat No., on the Floor (Flooring-_____)**, East facing of the Ground plus storied Building namely "KRISHNA KANHA", measuring an area of **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Premises No. 27, Charu Chandra Avenue, P.S. Charu Market, Kolkata – 700033, under Ward No. 81, within the limit of the Kolkata Municipal Corporation hereinafter called and referred to as the **"SAID FLAT"**

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morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder at or for the total price and / or consideration of **Rs. 00,00,000/- (Rupees.....)** only finding the proposal as an acceptable one, the competent authority of the developer herein, has decided to sell out the said flat to and in favour of the PURCHASER herein.

- K. By an Agreement for Sale dated the Owners herein and the Developer herein have agreed to sell, transfer and convey **ALL THAT one Flat, being** Flat No., on the **Floor (Flooring-_____)**, **East** facing of the Ground plus storied Building namely "KRISHNA KANHA" measuring an area of **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Premises No. 27, Charu Chandra Avenue, P.S. Charu Market, Kolkata – 700033, under Ward No. 81, within the limit of the Kolkata Municipal Corporation morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** 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 unto and in favour of the **PURCHASER** herein for the agreed consideration of **Rs. 00,00,000/- (Rupees.....)** only and the same was duly confirmed by the said Developer herein.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In Pursuance to the Agreement for Sale dated and in consideration of the payment of sum of **Rs. 00,00,000/- (Rupees.....)** only as the total Consideration paid by the PURCHASER to the Developer herein (receipt whereof the 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 Owners herein and the Developer herein doth hereby sell, transfer and convey unto and in favour of the PURCHASER herein **ALL THAT one residential Flat, being**

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Flat No., on the **Floor (Flooring-_____)**, facing of the Ground plus storied Building namely "KRISHNA KANHA" measuring an area of **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Premises No. 27, Charu Chandra Avenue, P.S. Charu Market, Kolkata – 700033, under Ward No. 81, within the limit of the Kolkata Municipal Corporation morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate share of **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 Owners 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 Owners herein and Developer doth hereby covenants with the PURCHASER that:-

1. The Owners and the Developer herein now have in themselves 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 have put the PURCHASER in vacant, peaceful and unencumbered possession.
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 his own use and benefit without any suit, lawful eviction or interruption, claim and demand

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- whatsoever from or by him the Owners and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
3. The PURCHASER shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners and the 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 Owners and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
 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.
 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.
 6. The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.
 7. The PURCHASER and other co owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder.
 8. The PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owners 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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9. The PURCHASER undivided proportionate interest in land is impartible in perpetuity.
10. The Owners, Developer/Confirming party and/or any person/s 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 Owners or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs 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 granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the PURCHASER in manner aforesaid as by the PURCHASER, his heirs, executors or administrators and assigns shall be reasonably required.
11. The PURCHASER shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

NOTE:

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and nature gender and vice-versa.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(THE SAID PREMISES)

ALL THAT piece and parcel of homestead land measuring about **4 Cottah, 11 Chittack, 7.5 Sq. Ft.** little more or less, lying and situated at Premises No. 27, Charu Chandra Avenue, P.S. Charu Market, Kolkata¹ – 700033, under Ward No. 81, within the limit of the Kolkata Municipal Corporation, West Bengal and the same is Butted and Bounded as follows:

BY NORTH : BY 22' Feet wide Road;

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BY SOUTH : By homestead land with building standing thereon;

BY EAST : By homestead land with building standing thereon;

BY WEST : By homestead land with building standing thereon;

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the said Flat)

ALL THAT one residential **Flat, being** Flat No., on the **Floor (Flooring-_____)**, facing of the Ground plus storied Building namely "KRISHNA KANHA", measuring an area of **Square Feet super built up area** consisting of (.....) Bed Rooms, 1 (One) Drawing-cum-Living Room, 1 (One) Kitchen, ... (.....) Toilet and (.....) Balcony together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land at Premises No. 27, Charu Chandra Avenue, P.S. Charu Market, Kolkata – 700033, under Ward No. 81, within the limit of the Kolkata Municipal Corporation.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Common Parts and Facilities)

1. Lift, Staircase, Lobby, landing, passages and all open path ways.
2. Roof.
3. All water supply and all drains and sewers line of the building.
4. Water Pump and motor, water reservoir, overhead water tank, septic chamber, all distribution pipe lines of the building.
5. Electrical wiring from ground floor to the units/ flats respectively and main switch and meter/ meter room.
6. All boundary wall and gates to the said premises as marked for residential user of the said premises and all other open space for ingress and egress.

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THE FOURTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)

1. Maintenance and upkeep of lift, staircase, landing, passages, common pathways and roof of the building.
2. Painting on common areas in the interior and exterior of the building.
3. Maintenance for electrical lines, water lines, soil pipe, under ground water reservoir, overhead reservoir, septic chamber and all outside drain of the building.
4. Maintenance for motor and pump and security of the same.
5. Salary of the care taking staff, security, electrician plumber, sweeper etc.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON RESTRICTIONS FOR OCCUPIERS)

- Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation or an portion thereof unless (s) such party shall have observed performed all to the and condition on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and

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shall attend to answer and be responsible for the said laws bye laws and regulations.

- The respective allocation shall deep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.
- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portion of the building.
- Neither parties is allowed to make any of the construction in common area, roofs etc. without proper permission of the developers and or associations.
- Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.
- No roof garden is allowed.

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Vijay Agrawal

Director

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 **VENDORS** at Kolkata in the presence of :

1.

2.

SIGNATURE OF THE VENDORS

SIGNED SEALED AND DELIVERED

by the **DEVELOPER** at Kolkata in the presence of:

1.

2.

SIGNATURE OF THE DEVELOPER

SIGNED SEALED AND DELIVERED

by the **PURCHASER** at Kolkata in the presence of:

1.

SIGNATURE OF THE PURCHASER

DRAFTED BY:

Advocate
High Court, Calcutta.
Enl. No.

JAI BALAJI HOMES & RESIDENCY PVT. LTD

Vijay Aggarwal

Director

RECEIVED from the within named PURCHASER the within mentioned sum of **Rs. 00,00,000/- (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.00,00,000/-

(Rupees.....) only

SIGNATURE OF THE WITNESS

1.

2.

SIGNATURE OF THE DEVELOPER

Identified by:

Name: _____

Son of _____,

by Faith- _____, Occupation: _____,

Residing at - _____, P.O. _____, P.S. _____.

Kolkata- _____, District: _____.

JAI BALAJI HOMES & RESIDENCY PVT. LTD

Vijay Aggarwal

Director