DEED OF CONVEYANCE (SALE)

THIS INDENTURE IS MADE ON THIS THE	DAY OF
20	

BANAPATI CONSTRUCTION

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All that Residential Flat/ Comme	rcial Units, being Flat No./ Shop No			
having Carpet Area of	Sq.ft. (Super Built-up Area Sq.ft.)			
at _ Floor in Block	building and one Car Parking Space,			
being Parking Space No, measu	uring Sq.ft. at Floor in Block			
building of the building comple	ex, together with an impartible right/share in			
the land on which the said building complex stands.				
BUILDING COMPLEX	: COSMIC ORB			
PLOT NOS.	: 256, 257, 390, 389/913 and 413 (R.S.)			
	259 and 260 (L.R.)			
KHATIAN NOS.	: 455/1, 453, 449 and 455/2 (R.S.)			
	224, 225 and 226 (L. R.)			
MOUZA	: DABGRAM			
GUIDEM NO				
SHEET NO	: R. S. 7 and 8 L. R. 14			
J.L. NO.	: 2			
P.S.	: BHAKTI NAGAR			
1.0.	. Dimiti Widin			
WARD NO.	: 43			
DISTRICT	: JALPAIGURI			
DISTRICT	. UALI AIGURI			
CONSIDERATION	: Rs.			

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BETWEEN

, son of, Indian
by Nationality, Hindu by faith, Business by occupation, residing
at, P.O, P.S,
District, PIN, in the State of
, hereinafter called the " PURCHASER " (which expression
shall unless excluded by or repugnant to the context be deemed to
include his heirs, executors, successors, representatives, administrators and
assignees) of the " FIRST PART ". (I.T. PAN)
AND
1) Mr. SANTOSH KHARGA, PAN-AEUPK1869B, AADHAR- 2756 7084 0002 son of Late Shri Bhim Bahaur Kharga;
2) Mrs. KABITA KHARGA, PAN - AGHPK9572E, AADHAR- 9525 3622 9172 Wife of
Santosh Kharga;
3) Mr. PRAKASH KHARGA alias PROKASH KHARGA, PAN-AFUPK5723P, AADHAR-8701 1232 2768, son of Late Shri Bhim Bahaur Kharga;
 all Hindu by faith, Business by occupation, Indian by Nationality and residing at 2nd Mile, Upper Bhanu Nagar, Sevoke Road, Siliguri (M. Corp), Dist: Darjeeling, West Bengal- 734001.
- hereinafter referred to as the "VENDORS/OWNERS" (Which term or expression shall
unless excluded by or otherwise repugnant to the subject or context be deemed to mean

and include their heirs, legal representatives, administrators, successors, executors and

assigns) of the SECOND PART.

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AND

GANAPATI CONSTRUCTION, (having PAN AAZFG2176J) a Partnership Firm governed by the Indian Partnership Act, 1932 as amended upto date, having its registered office at HOLDING NO- 7/5/2713/2/1, 2ND MILE SEVOKE ROAD, UPPER BHANU NAGAR, Siliguri, Darjeeling, West Bengal, 734001, represented by its Partners: (1) Mr. SANTOSH KHARGA, PAN-AEUPK1869B and AADHAR- 2756 7084 0002, son of Late Shri Bhim Bahaur Kharga, (2) Mrs. Kabita Kharga, PAN – AGHPK9572E and AADHAR- 9525 3622 9172, Wife of Santosh Kharga, (3) Mr. Karan Kharga, PAN-GELPK2241Q, Aadhar- son of Mr. Santosh Kharga, (4) Mr. Nitesh Kharga, PAN-CPHPK0669F and AADHAR- 7349 3590 5121, son of Mr. Santosh Kharga all Hindu by faith, Business by occupation, Indian by Nationality and residing at 2nd Mile, Upper Bhanu Nagar, Sevoke Road, Siliguri (M. Corp), Dist: Darjeeling, West Bengal- 734001 of the One Part.

- hereinafter referred to as the "DEVELOPERS/CONFIRMING PART" (Which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include their heirs, legal representatives, administrators, successors, executors and assigns) of the SECOND PART.
- **A.** WHEREAS the Vendors of second part of these presents, by virtue of eight separate Sale Deeds,
 - i) Dated 02-08-2010, being Document No.3097 for the year 2010,
 - ii) Dated 12-02-1996, being Document No. 3557 for the year 1999,
 - iii)Dated 12-02-1996, being Document No. 3560 for the year 1999,
 - iv) Dated 12-02-1996, being Document No. 3559 for the year 1999,
 - v) Dated 02-08-2010, being Document No. 3098 for the year 2010,
 - vi) Dated 18-10-2004, being Document No. 5353 for the year 2006,
 - vii) Dated 03-05-1990, being Document No. 3384 for the year 1990 &
 - viii) Dated 12-02-1996, being Document No. 3558 for the year 1996,

GANAPATI CONSTRUCTION
PARTNER

- All that piece or parcel of land measuring 4 katha being R.S Plot No 256 R.S Khatian No. 455/1, 7 Katha being R.S. Plot No. 256/257 R.S Khatian No. 455/1, 7 katha 4 chatak being R.S. Plot No. 256/257 R.S Khatian No. 455/2, 1 katha 5 chatak being R.S. Plot No 256, R.S khatian no. 455/1, 5 katha 5 chatak being R.S. Plot No 256 R.S Khatian No.455/1, 5 katha being R.S Plot No. 256, R.S Khatian No. 455/1, 1 katha 5 chatak being R.S Plot No 413, R.S Khatian No. 455/1, 1 katha 8 chatak being R.S Plot No. 390/913, R.S Khatian No.453 all of Mouza DABGRAM, J.L.No.2. R.S. Sheet No.7 and 8, L.R. Sheet No.14, Ward No.43 of S.M.C., Police Station: Bhaktinagar, District: Jalpaiguri, in the state of West Bengal.
- **B.** AND WHEREAS the Vendors being desirous of constructing a residential cum commercial building complex on the Schedule-A land and to put their scheme and contemplation into action had entered into a Development Agreement with **GANAPATI CONSTRUCTION** (the Confirming Party of these presents) to promote the said building complex on the Schedule-A land and the said Indenture was executed on 21-11-2024, being Document No. 7608 for the year 2024, entered in Book I, Volume No.0711-2024, Pages 171767 to 171808, registered in the Office of the Additional District Sub-Registrar, Bhaktinagar.
- C. AND WHEREAS above named VENDORS of SECOND PART has obtained the necessary commercial plan sanction for the Said Project vides Siliguri Municipal Corporation (Sanctioned Plan details) Building Permit No: SWS-OBPAS/0104/2024/1557 dated 30th October, 2024 for B+G+10 Storied Residential cum Commercial building.
 - D. AND WHEREAS the Vendors/Confirming Party have divided the said building complex into several independent flats / units / premises / parking spaces along with the common facilities.
 - E. AND WHEREAS the Vendors/Confirming Party have formulated a scheme to

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enable a person/party intending to have his/ her/ its/ their own flats / units / premises / parking spaces in the said building complex along with the undivided proportionate share and interest in the land on which the said building complex 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 on the said land.

F. AND WHEREAS the Landlord No	0.2 and Developer, out of its allocation as per
the aforesaid Development Agree	ement being Document No. 7608 for the year
2024, entered into an agreement	t with the Purchaser/s of these presents on
-	to sell all that
Residential Flat, being Flat No	having Carpet Area of
Sq.ft. (Super Built-up Area	Sq.ft.) at _Floor in
Block building and one (Car Parking Space, being Parking Space No.
, measuring	Sq.ft. atFloor
in Blockbuilding of the bui	lding complex, more particularly described in
the Schedule-B given herein und	er, for a valuable consideration of Rs
	00 (Rupees
9	only.

G. AND WHEREAS the Purchaser/s being in need of the Schedule-B property in ownership in the locality where the aforesaid building is situated and after inspecting the documents of title of the Vendors to the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building and considering the price so offered by the Confirming Party as fair, reasonable and highest has/have agreed to purchase from the Vendors / Confirming Party the Schedule-B property with undivided common share or interest in the stairs, lift, open space, toilet, well and other fittings and fixtures and other common parts services of the building, free from all encumbrances, charges, liens, lispendens, attachments, mortgages and all or any other liabilities

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	whatsoever with sole, absolute, exclusive, transferable and freedocable light,
	title and interest for the Schedule-B property for a valuable consideration
	of Rs00 (Rupees)
	only.
	13
H.	AND WHEREAS the Vendors / Confirming Party have agreed to execute this
	Deed of Sale of the Schedule-B property in favour of the Purchaser/s for
	effectually conveying the right, title and interest in the Schedule-B property at
	a consideration of Rs00 (Rupees)
	only under the conditions mentioned here in under.

whatsnever with sole absolute exclusive transferable and irrevocable right

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

- 2. That the Purchaser/s has/have examined and inspected the Documents of title of the Vendors, Site Plan, Building Plan, Foundation Plan, Structural details of beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/Sectional Elevation details of staircases as well as the common portions and areas and the COMMON PROVISIONS & UTILITIES (described in the Schedule-C given here in below) and have also seen and inspected the construction work of the building to the extent constructed as on the date of execution of these presents

GANAPATI CONSTRUCTION

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and has / have satisfied himself/ herself/ themselves about the standard of construction thereof including that of the Schedule-B property purchased by the Purchaser/s and shall have no claim whatsoever upon the Vendors / Confirming Party as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the building and/or development, installation, erection and construction of the COMMON PROVISIONS & UTILITIES.

- 3. That the Purchaser/s shall have all rights, title and interest in the property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendors / Confirming Party or anybody claiming through or under them and all the rights, title and interest which vested in the Vendors / Confirming Party with respect to the Schedule-B property shall henceforth vest in the Purchaser/s to whom the said property has been conveyed absolutely.
- **4.** That the Purchaser/s hereby covenant/s with the Vendors / Confirming Party not to dismantle, divide or partition the Schedule-B property hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be hold by the Purchaser/s as one and only one independent unit exclusively for residential purpose.
- 5. That the Vendors / Confirming Party declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that the Vendors / Confirming Party have not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule-B property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary, the Vendors / Confirming Party shall

GANAPATI CONSTRUCTION

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be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in resulting therefrom.

- 6. That the Vendors / Confirming Party hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule-A property is held by the Vendors / Confirming Party under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendors / Confirming Party propose to transfer subsists and the Vendors / Confirming Party have full right and authority to transfer the Schedule B property to the Purchaser/s in the manner as aforesaid and the Purchaser/s shall hereinafter peacefully and quietly possess and enjoy the Schedule-B property without any obstruction or hindrance whatsoever.
- 7. That the Purchaser/s shall permit entry at all reasonable times to the Vendors / Confirming Party and/or their agents, employees, representatives, architect, engineers, technicians, plumbers, electricians, carpenters, masons, building contractors, laborers, surveyors, for one or more of the purposes of inspecting, examining, checking, testing constructing, developing, repairing, altering, modifying, installing, erecting, fixing, anything whatsoever in relation and/or development and/or protection and/or safety of the building/s being constructed on the Schedule-A land including the COMMON PROVISIONS & UTILITIES or any part or parts thereof.

That the Purchaser/s shall not do any act, deed or thing whereby the development/construction of the said building is in any way hindered or impeded with nor shall prevent the Vendors / Confirming Party from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.

8. That the Purchaser/s will obtain his/her/their own independent electric connection from the W.B.S.E.D.C. Ltd., Siliguri for his/her/their electric

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requirement and the connection charges as well as the electric consumption bill will be paid by the Purchaser/s. The Vendors / Confirming Party shall have no responsibility or any liability in this respect.

- **9.** That the Vendors'/ Confirming Party further undertake to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest to the Purchaser/s of the property hereby conveyed at the cost of the Purchaser/s.
- 10. That the Purchaser/s shall have the right to get his/her/their name mutated with respect to the said Schedule-B property and shall pay such taxes as may be levied upon him/her/them from time to time.
- 11. That the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers/occupants of the said building.
- 12. That the Purchaser/s shall have proportionate right, title and interest in the land along with other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.
- 13. That the Vendors / Confirming Party will pay up to date taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the Schedule-B property.
- 14. That the Vendors / Confirming Party shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule-B property from the date of registration except for unsold portion of the building which shall be borne by the Vendors / Confirming Party proportionately with all the Purchaser/s unless separately levied upon and

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charged for.

- UTILITIES shall be looked after by the Vendors / Confirming Party on collection of maintenance from flat / unit / premises owners and thereafter the owners and occupants of different flats / units / premises shall form and constitute an Apartment Owners' Association by framing a proper Memorandum of Association together with the Rules & Regulations thereof by their mutual consent subject to law in force for the time being regulating the ownership of flat / unit / premises and as soon as the owners and occupants form and constitute such Association all the rights and liberties as well as the duties and obligation of the Vendors / Confirming Party in respect of the maintenance and upkeep of the COMMON PROVISIONS & UTILITIES including realisation of common expenses and the compliance of various legal formalities or other formalities pertaining to the building shall vest into and devolve upon such Apartment Owners' Association.
- 16. That the Purchaser/s shall be entitled to use and pay such proportionate charges for common facility, such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, choukidar, etc. as will be determined by the Vendors / Confirming Party from time to time till the time an executive body or any other authority of the building or Apartment Owners' Association is formed to take care of the common maintenance of the building.

That, the payment of the maintenance charge by the Purchaser/s is irrespective of his/her/their use and requirement.

17. That in case the Purchaser/s make/s default in payment of the proportionate share towards the COMMON EXPENSES (described in the Schedule-D given here-in-under) within time allowed by the Vendors / Confirming Party or the

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Apartment Owners' Association, the Purchaser/s shall be liable to pay interest at the rate of 2% per month compoundable for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate the Vendors / Confirming Party or the Association acting at the relevant time for any loss or damage suffered by the Vendors / Confirming Party or the Association in consequence thereof.

18. That the Purchaser/s shall have the right to sale, gift, mortgage or transfer otherwise the ownership of the Schedule-B property or let-out or lease-out the Schedule-B property to whomsoever he/she/they intend to.

That the Purchaser shall, prior to the transfer of the Schedule-B property, obtain clearance certificate with respect to the COMMON EXPENSES from the Vendors / Confirming Party or the Apartment Owners' Association.

- 19. That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendors / Confirming Party for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Vendors / Confirming Party or the executive body or any authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorised act or nuisance by force and the Purchaser/s shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.
- 20. That the Purchaser/s further covenant/s with the Vendors / Confirming Party not to injure, harm or cause damage to any part of the building including common portions and areas as well as the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or

therein or otherwise in any manner whatsoever and in the event of contrary, the Purchaser/s shall be fully responsible for it and the Vendors / Confirming Party shall not be held responsible in any manner whatsoever.

21. That it is hereby specifically declared that use of personal generator of any kind and description and of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the residential flat of the building save the battery operated inverter.

22. That the Purchaser/s shall:

- **a.** Co-operate with the Vendors / Confirming Party in the management and maintenance of the common portions of the building.
- b. Pay Goods and Service Tax and also comply with statutory laws, requisitions or notifications which will be applicable to the said unit or any part of and keep the Vendors / Confirming Party saved harmless and indemnified in respect thereof.
- c. Not alter any outer portion and elevation of the building.
- **d.** Not decorate or paint or otherwise alter the colour scheme of the exterior of the Schedule-B property or the building or the common portions.
- e. Not throw and accumulate or caused to be thrown or accumulated any dirt, rubbish or other refuse in the common portion or the areas reserved by the Vendors / Confirming Party save at the place as be indicated thereof.
- f. Not claim any right whatsoever or howsoever over the said building or

GANAPATI CONSTRUCT

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the said land or any part thereof save the said unit and save as may be necessary for ingress and egress of men and materials, pipes and cables for availing the facility of utilities and in particular not to claim any right in the covered or open spaces of the building or the said land not expressly sold and or granted to the Purchaser/s.

- g. Not put up or affix any board, name plate or other things or other similar articles in the common portions or outside walls of the building provided that nothing contained in this clause shall prevent the Purchaser/s in displaying a decent name plate in the place as specified by the Vendors / Confirming Party.
- **h.** Not affix or draw any wires, cable or pipes from and to or through any of the common portions or outside walls of the building or other units.
- **23.** That the Purchaser/s shall not be entitled to park any vehicle in the parking area allotted to other occupants/owners, common area, open space and passage within the building.

That the Purchaser/s shall reserve the right to park his/her/their vehicle in the parking space at Ground Floor of the building complex only if the same has been transferred in favour of the Purchaser/s by the Vendors / Confirming Party.

24. That for the matters not specifically stipulated in these presents and for dispute/s or any question arising hereinafter at any time between the Purchaser/s and the Vendors / Confirming Party or the other occupiers of the building, the same shall be referred for Arbitration under the Arbitration and Conciliation Act, 1996 and in case their decision is not acceptable he/she/they shall have the right to move to the Court of Law.

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PARTMER

GANAPATI CONSTRUCTION - MODEL DRAFT COPY

SCHEDULE-A

All that piece or parcel of land measuring 4 katha being R.S Plot No 256 R.S Khatian No.

455/1, 7 Katha being R.S. Plot No. 256/257 R.S Khatian No. 455/1, 7 katha 4 chatak

being R.S. Plot No. 256/257 R.S Khatian No. 455/2, 1 katha 5 chatak being R.S. Plot No.

256, R.S khatian no. 455/1, 5 katha 5 chatak being R.S. Plot No 256 R.S Khatian

No.455/1, 5 katha being R.S Plot No. 256, R.S Khatian No. 455/1, 1 katha 5 chatak

being R.S Plot No 413, R.S Khatian No. 455/1, 1 katha 8 chatak being R.S Plot No.

390/913, R.S Khatian No.453 - all of Mouza DABGRAM, J.L.No.2. R.S. Sheet No.7 and 8,

L.R. Sheet No.14, Ward No.43 of S.M.C., Police Station: Bhaktinagar, District: Jalpaiguri,

in the state of West Bengal.

The said land is bound and butted as follows:-

NORTH: 32 FEET WIDE ROAD;

SOUTH: LAND OF MURLI DHAR

EAST: 17 FEET WIDE ROAD (AVENUE ROAD)

WEST: LAND OF BAJLA.

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GANAPATI CONS

SCHEDULE-B

All that Residential Flat, being Flat No having Carpet Area of
Sq.ft. (Super Built-up Area _ Sq.ft.) at _ Floor in Block building
and one Car Parking Space, being Parking Space No, measuring Sq.ft.
atFloor in Block building of the building complex known as "
COSMIC ORB " together with undivided proportionate right in the Schedule-A
land on which the said building complex stands, All that piece or parcel of land
measuring 4 katha being R.S Plot No 256 R.S Khatian No. 455/1, 7 Katha being
R.S. Plot No. 256/257 R.S Khatian No. 455/1, 7 katha 4 chatak being R.S. Plot
No. 256/257 R.S Khatian No. 455/2, 1 katha 5 chatak being R.S. Plot No 256,
R.S khatian no. 455/1, 5 katha 5 chatak being R.S. Plot No 256 R.S Khatian
No.455/1, 5 katha being R.S Plot No. 256, R.S Khatian No. 455/1, 1 katha 5
chatak being R.S Plot No 413, R.S Khatian No. 455/1, 1 katha 8 chatak being R.S
Plot No. 390/913, R.S Khatian No.453 - all of Mouza DABGRAM, J.L.No.2. R.S.
Sheet No.7 and 8, L.R. Sheet No.14, Ward No.43 of S.M.C., Police Station:
Bhaktinagar, District: Jalpaiguri, in the state of West Bengal.

The said Residential Flat and Parking Space is sketched in the site plan enclosed herewith which forms part of these presents.

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SCHEDULE-C

(COMMON PROVISIONS AND UTILITIES)

- 1. Swimming Pool
- 2. Community Hall
- 3. Children Play Area
- 4. Yoga cum meditation deck
- 5. Gymnasium & Games Room
- 6. Gazebo
- 7. Pergola Sitting area
- 8. Walking and jogging track
- 9. 24 Hrs CCTV Surveillance
- 10. 24 × 7 Power Back-up for common facility
- 11. Round the Clock Security
- 12. Fire Fighting System with Fire Escape Stairs.
- 13. Rear- Glass Sightseeing Resident Elevator & Service Elevators
- 14. Security Cabin.
- 15. Solar Light in Common Areas.

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PARTNER

SCHEDULE - D (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 the common portions.
- **5.** All charges and deposits for supplies of common utilities to the co-owners in common.
- **6.** Municipal 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/s).
- **7.** Costs of formation and operation of the service organisation including the Office expenses incurred for maintaining 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 purpose and relating to common

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PARTNER

use and enjoyment of the common portions.

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

IN WITNESSES WHEREOF THE AUTHORISED SIGNATORIES OF THE VENDORS AND THE AUTHORISED SIGNATORY OF THE CONFIRMING PARTY IN GOOD HEALTH AND CONSCIOUS MIND HAVE PUT THEIR SIGNATURES ON THIS DEED OF SALE ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:

1.

The contents of this document have been gone through and understood personally by the Purchaser/s, the Vendors and the Confirming Party.

VENDORS

2.

CONFIRMING PARTY

Drafted as per the instruction of the parties and printed in the Office of ______, Siliguri.

Read over and explained the contents to the parties by me.

Advocate

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