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2.SRI SUDHIR CHANDRA MAZUMDER S/o Late Ananda Chandra Mazumder, Hindu by religion, Indian By Nationality, Business by occupation, resident of Shaktigarh, P.O. Siliguri Bazar, P.S. Siliguri in the District of Darjeeling ---- hereinafter jointly and collectively called the FIRST PARTY / VENDORS (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, administrators, representatives and assigns) of the ONE PART.

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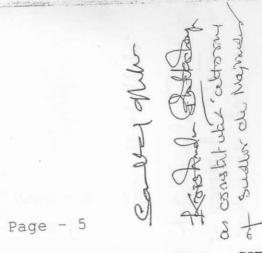
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WHEREAS Vendor No. 2 hereof SRI SUDHIR CHANDRA MAZUMDER represented by his constituted Attorney SRI KRISHNENDU BHATTACHARYA S/o Late Dibyendu Bhattacharya, Hindu by religion, Indian By Nationality, Business by occupation, resident of 95 Nivedita Road, P.O. & P.S. Siliguri in the District of Darjeeling appointed by virtue of a power of attorney registered at the office of the Additional District Sub Registrar, Kalimpong and recorded in Book No. IV, Pages 213 to 216 being G.P. No. 50 for the year 2004.

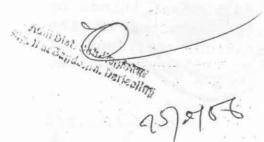
AND

SUMAN HOUSING PRIVATE LIMITED A private Limited company registered under the Company Act 1956 having certificate of Incorporation No. U 45201 WB 2,004 PTC 0 98174 Dated 24.3.2004 having its registered Office at Khalpara, Siliguri P.O. & P.S. Siliguri in the District of Darjeeling hereinafter called SECOND PARTY / PURCHASER (which expression shall mean and include unless excluded by or repugnant to the context its Directors, office bearers, executors, successors, administrators, Representatives and assigns) of the OTHER PART represented by one of its Director SRI VIKASH BANSAL S/o Sri Binod Kumar Bansal, Hindu by religion, Indian by Nationality, Director of the above named Company by occupation, resident of Khalpara Siliguri, P.O. & P.S. Siliguri in the District of Darjeeling.

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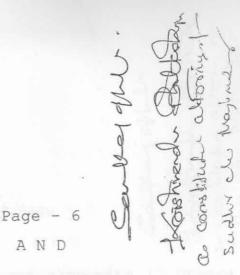






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M/S MILLENNIUM CONSTRUCTION COMPANY a partnership Firm, having its office at Sevoke More, Hill Cart Road Siliguri, P.O. & P.S. Siliguri in the District of Darjeeling represented by its partners SRI SANKAR GHOSH S/o Late Gour Chandra Ghosh & SRI KRISHNENDU BHATTACHARYA S/o Late Dibyendu Bhattacharya of Siliguri --- hereinafter called the CONFIRMING PARTY (which expression shall mean and include unless excluded by or repugnant to the context its partners, executors, successors, administrators, representatives and assigns) of the OTHER PART.

WHEREAS, one SMT BIBHABATI GHOSH is/was the recorded owner of that entire piece and parcel of land recorded in Khatian No. 54 of Mouza - Kalam in the District of Darjeeling.

AND

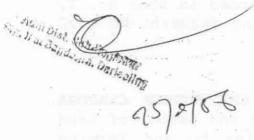
WHEREAS Vendor No. 1 hereof SRI SANKAR GHOSH acquired all that piece and parcel of Land measuring 2.43 acres appertaining to and forming part of Plot No. 178, 179, 180, 416 recorded in Khatian No. 54 of Mouza - Kalam in the District of Darjeeling by virtue of a Deed of Conveyance executed by SMT BIBHABATI GHOSH and registered at the office of the Additional Registrar of Assurance- III Calcutta and recorded in Book No. I, Volume No. 8 Pages 26 to 33 being document No. 322 for the year 2003.

AND

WHEREAS Vendor No. 2 hereof SRI SUDHIR CHANDRA MAZUMDAR acquired all that piece and parcel of Land measuring 4.72 acres appertaining to and forming part of Plot No. 168, 176, 177, 178, 179 etc. recorded in Khatian No. 54 of Mouza - Kalam in the District of Darjeeling by virtue of a Deed of Conveyance executed by SMT BIBHABATI GHOSH and registered at the office of the Additional Registrar of Assurance- III Calcutta and recorded in Book No. I, Volume No. 8, Pages 34 to 41, being document NO 323 for the year 2003

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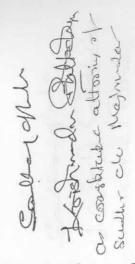


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AND

WHEREAS (vendors hereof alongwith 12 others formed and constituted a Partnership firm for the purpose business of Real Estate, carrying on Development, promotion, sale & purchase of Plot of under the name and style of etc. MILLENNIUM CONSTRUCTION COMPANY (CONFIRMING PARTY HEREOF) and executed a Deed of Partnership dated 1.4.2003 and on account of the capital contribution the vendors had contributed the schedule Land as their capital in the said firm. Later on 31st August 2004 by deed of retirement of 12 partners of the firm retired from the partnership firm leaving SRI SANKAR GHOSH & SRI KRISHNENDU BHATTACHARYA as sole representative and partner of the Firm.

AND

WHEREAS confirming party hereof has developed the land and vendors/confirming party hereof in need of fund for the purpose of other development scheme /plans have firmly and finally decided to sell the land more fully described in the schedule below and as such! Vendors/confirming party have offered to sale all that piece and parcel of land measuring 58 Katha more fully described in the schedule below.

AND

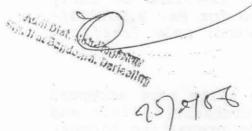
WHEREAS the Purchaser being in need of land has accepted the offer of the first party and has offered and agreed to purchase the land as fully described in the schedule below for Rs. 2,90,000/-(Rupees two Lakhs ninety thousand) only free from all encumbrances whatsoever.

AND

WHEREAS the Vendors/confirming party have accepted the price so offered by the Purchaser as fair and reasonable price in view of the prevailing highest market rate of land and have agreed to sale the land more fully described in the schedule below for Rs. 2,90,000/- (Rupees two Lakhs ninety thousand) only, free from all encumbrances whatsoever.

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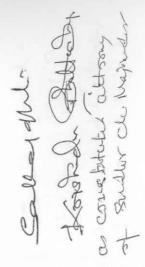


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WHEREAS vendors hereof have requested the purchaser to make the payment of the Land hereby sold and transferred by Cheque/Draft in the name of the Confirming party.

NOW THIS INDENTURE WITNESSETH THAT:

In pursuance of the aforesaid offer and acceptance and also in consideration of Rs. 2,90,000/- (Rupees two Lakhs ninety thousand) only, paid by Bankers Cheque issued by Centurion Bank, Siliguri Branch Vide Bankers Cheque No.027950 dated 21.9.2006 by the purchaser to the confirming party at the request of the Vendors/Confirming Party (the receipt whereof the confirming party / Vendors do hereby jointly and severely acknowledge and grand full discharge to the purchaser from payment thereof) the Vendors/confirming party do hereby grant, convey, assign and transfer unto and in favour of the purchaser the aforesaid land as fully described in the schedule below and delineated in * the plan by red border annexed herewith and forming part of these presents and make over Khas and physical possession thereof to the purchaser togethen with all rights, liberties, privileges, assessments, appendices, appurtenances belonging to or in any way appertaining to the said land and the absolute estate free form all encumbrances and the right, title and interest into and upon the property hereby transferred, expressed or intended so to be TO HAVE and TO HOLD the same subject to the payment of rent, taxes etc. payable to the Superior land lord the State of West Bengal and any other proper authority.

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