DEED OF CONVEYANCE (SALE)

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Mis Santial Enterprise

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THIS DEED OF CONVEYANCE	(SALE) IS MADE ON	DAY OF
	, 20	

ONE COMMERCIAL/SEMI-COMMERCIAL/OFFICE SPACE HAVING CARPET AREA MEASURING SQ. FT., SITUATED AT ... FLOOR IN THE BUILDING IN BLOCK - I IN "QUEENSPARK".

NAME OF THE COMPLEX	QUEENSPARK	
BLOCK, FLOOR	BLOCK -I, FLOOR	
R.S. PLOT NO.	80/778, 81/779, 284/847 and 285	
R.S. KHATIAN NO.	90/1 and 541	
L.R. PLOT NO.	8, 12, 14 AND 15	
L.R. KHATIAN NO.	332	
SHEET NO.	8 (R.S.), 24 (L.R.)	
MOUZA	DABGRAM	
POLICE STATION	BHAKTINAGAR	
DISTRICT	JALPAIGURI	
S.M.C. WARD NO.	41	
TOTAL CONSIDERATION	Rs/-	

::BETWEEN::

SRI/SMT/M/S	son/daughter/wife of
(PAN :	, AADHAR NO :), Hindu by Religion,
Indian by Nationality,	by Occupation, Resident of
P.O	, P.S Pin Code, District
, in the State	of West Bengal HEREINAFTER referred to and
called the "PURCHASI	ER/S" (which expression shall unless excluded by or
repugnant to the context	be deemed to include his/her/their/its heirs, executors,
successors, representativ	es, administrators and assigns) of the "ONE PART".

AND

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SANTLAL ENTERPRISE, a Partnership Firm, (PAN: ADOFS3041C), having its office at Santdeep Building, Sevoke Road, P.O. & P.S. Siliguri, Pin Code-734001, District Darjeeling, in the State of West Bengal, Represented by its two PARTNERS, (1) SRI PRAVEEN GARG and (2) SRI PRANAV GARG, both are son of Sri Satyanarayan Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Church Road, P.O. & P.S. Siliguri, Pin Code-734001, District Darjeeling, in the State of West Bengal -- HEREINAFTER referred to and called the "VENDOR" (which expression shall unless excluded by or repugnant to the context be deemed to include its partners, successors-in-office, legal representatives, administrators and assigns) of the "OTHER PART".

AND WHEREAS the abovenamed SANTLAL ENTERPRISE - the VENDOR herein have acquired LAND in total measuring about 1.15 Acre by virtue of Purchase vide various Deeds of Conveyance (Sale) as mentioned herein: -

- Dated 30.01.2018, being Document No. I-671 for the year 2018, registered in the Office of the Additional District Sub Registrar Bhaktinagar, Dist. Jalpaiguri, West Bengal.
- Dated 03.09.2018, being Document No. I-5975 for the year 2018, registered in the Office of the Additional District Sub Registrar Bhaktinagar, Dist. Jalpaiguri, West Bengal.
- Dated 04.09.2018, being Document No. I-6018 for the year 2018, registered in the Office of the Additional District Sub Registrar Bhaktinagar, Dist. Jalpaiguri, West Bengal.
- Dated 30.10.2018, being Document No. I-6968 for the year 2018, registered in the Office of the Additional District Sub Registrar Bhaktinagar, Dist. Jalpaiguri, West Bengal.

 Dated 31.10.2018, being Document No. I-6984 for the year 2018, registered in the Office of the Additional District Sub Registrar Bhaktinagar, Dist. Jalpaiguri, West Bengal.

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- Dated 01.11.2018, being Document No. I-7019 for the year 2018, registered in the Office of the Additional District Sub Registrar Bhaktinagar, Dist. Jalpaiguri, West Bengal.
- Dated 02.11.2018, being Document No. I-7071 for the year 2018, registered in the Office of the Additional District Sub Registrar Bhaktinagar, Dist. Jalpaiguri, West Bengal.

AND WHEREAS in the manner aforesaid the abovenamed SANTLAL ENTERPRISE (the VENDOR herein) became the absolute owner of the aforesaid land in total measuring about 1.15 Acre more particularly described in the SCHEDULE-"A" given herein below and ever since then the Vendor is in exclusive and peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein, free from all encumbrances and charges whatsoever.

AND WHEREAS the name of the abovenamed Vendor in respect of its aforesaid land was duly mutated in the Record of Rights in the Office of the B.L.&L.R.O. Rajganj, District Jalpaiguri and a new L.R. Khatian No. 332, comprising area measuring about 1.15 Acre, was framed in its name under the provisions of West Bengal Land Reforms Act, 1955 and also mutated its name in the Office of the Siliguri Municipal Corporation bearing Holding No. 3045/3049/1/2/A/1.

AND WHEREAS the aforesaid land of the Vendor was also converted to "Commercial Bastu" by the Office of the District Land & Land Reforms Officer Jalpaiguri, vide Conversion Case No. CN/2019/0701/1373, Memo No.03/XIII-58/1373/LMS-II/DLLRO/JAL/2020, dated 10/01/2020, under the provisions of West Bengal Land Reforms Act, 1955.

AND WHEREAS the Vendor being desirous of constructing Commercial and Residential Multi-Storied Buildings Complex over and upon the said piece or parcel of land, which are contiguous situated side by side, which is more particularly described in the Schedule-"A" given hereunder and for such purpose a building plan was duly sanctioned and approved by the Siliguri Municipal

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Corporation, being Building Plan No. 512 dated 16.07.2019 on and upon the said land of the Vendor which is free from all encumbrances and charges whatsoever.

AND WHEREAS the said Multistoried Buildings Complex comprises of TWO BLOCKS, known as the "COMMERCIAL BLOCK" or "BLOCK - I" and the "RESIDENTIAL BLOCK" or "BLOCK - II". The "COMMERCIAL BLOCK" or BLOCK-"I" comprises of several units, shops, offices, spaces, etc for business activities and the "RESIDENTIAL BLOCK" or BLOCK-"II" comprises of "THREE TOWERS" known as TOWER-"A", TOWER-"B" and TOWER-"C". Each Tower comprises of several units/flats/car parkings/spaces.

AND WHEREAS the Vendor has formulated a scheme to enable a person/party intending to have own units/premises in the said building along with the undivided proportionate share and 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 on the said land.

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NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

- 2. That the Purchaser/s has/have examined and inspected the Documents of Title of the Vendor, Site Plan, Building Plan, Foundation Plan, Structural details, Typical Floor Plan, Front Elevation, details of Staircases as well as the Common Provisions and Utilites 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 and have satisfied himself/ herself/ themselves about the title of the Vendor and standard of construction thereof including that of the Schedule "B" property purchased by the Purchaser/s and shall have no claim whatsoever upon the Vendor 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 and utilities.
- That the Vendor declares that the interest which it professes to transfer hereby subsists as on the date of these presents and that the Vendor has not previously transferred, mortgaged, contracted for sale or otherwise the said below

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

- 4. That the Vendor further covenants with the Purchaser/s that if for any defect of title or for any act done or suffered to be done by the Vendor, the Purchaser/s is/are deprived of ownership or of possession of the said property described in the Schedule "B" below or any part thereof in future, then the Vendor shall forthwith return to the Purchaser/s the full or proportionate part of the consideration money.
- 5. That the Vendor does hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule "A" property is held by the Vendor under the Superior Landlord the State of West Bengal is good and effectual and the interest which the Vendor proposes to transfer subsists and the Vendor 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 said Schedule "B" property without any obstruction or hindrance whatsoever.
- 6. That the Vendor will pay upto date municipal taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the Schedule "B" property.
- 7. That the Vendor shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule "B" property except for unsold portion of the building which shall be borne by the Vendor proportionately with all the Purchaser/s unless separately levied upon and charged for.
- That the Vendor further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and

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interest of the Purchaser/s to the Schedule "B" property hereby conveyed at the cost of the Purchaser/s.

- 9. That the Purchaser/s shall have all rights, title and interest in the property sold and conveyed to it/him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendor or anybody claiming through or under it and all the rights, title and interest which vested in the Vendor with respect to the Schedule "B" property shall henceforth vest in the Purchaser/s to whom the said property has been conveyed absolutely.
- 10. That the Purchaser/s shall be entitled to park his/her/their vehicle in the opening space on the outside of the building on Sevoke Road.
- 11. That the Stamp Duty and Registration Fees, G.S.T. and any other rates and taxes as applicable for the Schedule 'B' property have been paid by the Purchaser/s or Vendor as mutually decided between the Vendor and Purchaser.
- 12. That the Vendor have made clear to the Purchaser/s that it may carry out extensive developmental/construction activities in future in the area falling inside / outside the said complex and make necessary modification/alterations or changes as required in the complex/project. That the Purchaser/s hereby agrees and undertakes and gives consent and confirms that he/she/they/it shall not raise any objections or make any claims if the Vendor makes any alterations/modifications or changes in the project.
- 13. That the common area and common facilities are described in the Schedule 'D' below and the Purchaser shall have every right to use the common facilities with the other owners of the building complex. The Purchaser is aware that the Vendor may continue the construction of all the Towers in the Block I and Block –II of the complex and accordingly common areas and installations may not be available for the use of the Purchaser till all the Towers are completed.
- 14. That the Purchaser/s shall be fully entitled to use and enjoy all the common portions, common areas, common utilities, common amenities such as

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roadways, passages, pathways etc., and all the other common facilities in Block-I after full completion of the complex.

- 15. That the Purchaser/s will obtain its/his/her/their own independent electric connection from the W.B.S.E.D.C. Ltd., Siliguri for his/her/their electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchaser/s, the Vendor shall have no responsibility or any liability in this respect. That the electric transformer installed or to be installed in the building complex shall be for the common use for the occupants of the building.
- 16. That the Purchaser/s shall have the right to get its/his/her/their name mutated with respect to the said Schedule "B" property both at the Office of the B.L. & L.R.O. and S.M.C. and get it numbered as a separate holding and shall pay taxes as may be levied upon it/him/her/them from time to time though the same has not yet been assessed.
- 17. 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, lease-out the Schedule "B" property to whomsoever.
- 18. That the Purchaser/s shall have proportionate right, title and interest in the land alongwith other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.
- 19. That the standard firefighting equipments, lift facility etc have been installed in the said building and the entire responsibility of maintaining the same including renewal of license, etc., shall be of the occupants/owners of the said building and the Vendor shall have no liability in this regard.
- 20. That the Purchaser/s shall be entitled to pay maintenance charges for common facility such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, chowkidar, maintenance, lifts, common electric bill, firefighting system, housekeeping, landscaping, mandir, garden maintenance, expenses related to renewal of fire and lift license or any

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other license, any other expenses as may be required for common facility, etc, as also specified Schedule "C", as will be determined by the Vendor from time to time till the time an executive body or any other Authority of the building/ complex is formed to take care of the common maintenance of the building/ complex. That the payment of the maintenance charges by the Purchaser/s shall be applicable from the date of possession or registration whichever is earlier and are irrespective of his/her/their use and requirements.

- 21. That the upkeep and maintenance charges of the building complex including common portions and areas as well as the common provisions and utilities and the renewal of their licenses including fire license, lift license, etc, shall be looked after by the Occupants/Owners of the said building/complex and the Vendor shall have no liability in this regard.
- 22. That in case the Purchaser/s makes default in payment of the proportionate share towards the common expenses (described in the Schedule-"C" given herein under) within time allowed by the Vendor or the Apartments Owners Association, the Purchaser/s shall be liable to pay interest for the period of default on all amounts remaining so unpaid along with such dues arrears and shall also be liable to compensate Vendor or the Association acting at the relevant time for any loss or damage suffered by the Vendor or the Association in consequence thereof and the Purchaser/s shall also be restrained from using the common facilities till the payment of the outstanding dues, however the discretion of the association/authority acting at such relevant time, shall be final and binding.
- 23. That the Purchaser/s shall install the air conditioning equipment in the conspicuous place of the building as specified by the Vendor, without disturbing the inner beauty and outer elevation of the building. That the Purchaser/s shall in no way display any sign board on the outer portion of the building thus affecting the elevation, design, colour scheme, beauty of the building/complex. However, it can display the signboards only in the place as specified by the Vendor, without disturbing the outer elevation of the building.
- 24. That the Purchaser/s shall have no right, title and/or claim of any nature whatsoever over the top roof of the building. The Vendor shall have absolute

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right, title and interest over the same and shall use the top floor in any manner whatsoever or any type of commercial use, including installation of any sort of tower, dish antenna etc. and in case the Purchaser/s so desires, then he/she/they shall procure the roof rights on the additional payment towards valuable consideration thereof, however subject to availability thereof.

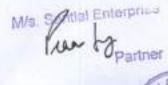
- 25. That the driveway for the entry and exit to/from the complex to/from Sevoke Road on the North Side of the entire Complex, i.e. Block-I & Block-II, shall be the same and the Purchaser shall not be allowed to park his/her/their/its vehicle or obstruct the driveway in any manner whatsoever.
- 26. That the Purchaser/s further covenant with the Vendor 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, the Vendor shall not be held responsible in any manner whatsoever.
- 27. 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 Vendor from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.
- 28. That the Purchaser/s shall permit entry at all reasonable times to the Vendor and/ or its agents, employees, representatives, architect engineers, technicians, plumbers, electricians, carpenters, masons, building contractors, labourers, surveyors, for one or more of the purpose of inspecting, examining, checking, testing, constructing developing, preparing, running, repairing, altering, modifying, installing, erecting, fixing anything whatsoever in relation or development protection and/or safety of the building including the common portions and areas or any part or parts thereof.

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- 29. That the Purchaser/s shall have no claim or objection in future if the Vendor constructs additional floor/s on the roof top/terrace of Block- "I" or may use the same for any type of commercial use, including installation of any sort of tower, dish antenna, or any other purpose whatsoever.
- 30. The Purchaser/s further agrees and undertakes not do or permit to be done, any of the following acts:
 - a) Store /stock / bring into / keep in the said Schedule-"A" / Schedule-"B" Property /Building Complex, any goods / material / fluid / chemical/ substance of explosive / hazardous / combustible / inflammable nature or any act which has effect of doing so, either directly or through any of the Purchaser's agents, servants, employees, licensees, or visitors, which may cause risk of fire or which on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building complex.
 - b) Not to damage, demolish or cause to be damaged or demolished the said Schedule-"A"/Schedule-"B" Property/Building Complex or any part thereof or the Fittings and fixtures thereto.
 - e) Not to obstruct the lobbies, entrance, stairways, pathways, driveways and keep them free for ingress and egress.
 - d) Not to do any act or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Schedule-"A" / Schedule-"B" Property/Complex or any part of the said building or caused increased premium payable in respect thereof of the said building or the complex, if insured.
 - e) Not to encroach upon any portion of the land or building carved out by the Vendor for the purpose of road, landings, stairs or other community.

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- f) No sign board, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building. No radio or television aerial shall be attached to or hung from the exterior of the building.
- The Purchaser/s further agrees, acknowledges and undertakes and covenants:
 - a) That the Purchaser/s agrees and undertakes to co-operate with the Vendor at all times, and shall from time to time, sign and execute all applications, papers, documents, maintenance agreement and all other relevant papers (if any), do all the acts, deeds and things as the Vendor may require for the purposes of safeguarding the interest of the occupants of the said Complex.
 - b) That the Purchaser/s shall be liable to pay taxes such betterment fees and development fees and levies as applicable from time to time that may be charged/imposed by any government authorities or statuary bodies or by the State or the Central Government and/or any appropriate authorities concerned on the construction and sale of the Schedule-"B" property.
 - c) That the Purchaser/s shall keep the said Schedule- "B" Property/Complex in a good state of prescrvation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances anywhere in the complex or otherwise.
 - d) That the Purchaser/s shall always observe the rules and regulations as framed by the Vendor and/or the organization / agency / association / holding as the case may be.
 - e) That the Purchaser/s shall always co-operate with the Vendor or the Owners' Association and in the management and maintenance of the said Complex.

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- f) That the Purchaser/s shall maintain and/or remain responsible for the structural stability of the said Schedule- "B" Property and not to do anything which has the effect of affecting the structural stability of the building and/or the building complex. That the Purchaser/s further agrees and confirms that he/she/they shall have no objection to the sale of any part and portion of the Block-I building and Block-II Buildings of the said Complex.
- g) That the Purchaser/s hereby agrees and undertakes that he/she/it/they shall record and stipulate the clauses/undertaking of this deed in all the subsequent transfer documents/deeds. However if the Purchaser/s herein and/or the then transferor fails to record the stipulated clauses/undertakings in the said instruments of transfer/deed/s etc., even then the said intended Purchaser/s or the then Purchaser/s/transferee shall be binded and guided by the clauses/undertakings mentioned in this deed, irrespective of whether the same is enumerated in the said deed or not.
- h) That the Purchaser/s agrees and covenants that the Vendor shall be at absolute liberty to sale the unsold part and portions of the said building complex as the case may be.
- 32. The said Multistoried Building Complex shall always be known as "QUEENSPARK" and this name shall not be changed by any Association or Society of the Owners / Occupants or any other person claiming through them. The name of the respective blocks/tower/buildings shall also remain the same and unchanged. The copy right/ trade mark / property mark and all intellectual property (including the words "QUEENSPARK") shall always remain and vest with the Vendor and no person, including but not limited to the Purchaser/s Association / Society or the Occupant(s), shall have any claim or right of any nature whatsoever on the said intellectual property.
- 33. That the Vendor will not be liable for any loss arising in case or out of fire, tempest, earthquake, flood and/or due to any other calamities/natural calamities or

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pandemic, and if, due to fire, tempest, earthquake, flood and/or due to any other calamities or pandemic the whole building/complex is damaged, demolished then the occupiers or owners the building/complex shall take possession of the land on which the building stands and damaged properties as the case may be and they will jointly take necessary steps for reconstruction of the buildings dividing expenses or costs of construction and repairs as they shall mutually decide at that appropriate time.

SCHEDULE -"A" (DESCRIPTION OF THE TOTAL LAND)

ALL that piece or parcel of LAND in total measuring about 1.15 ACRE, situated within MOUZA DABGRAM, appertaining to and forming part of R.S. Plot Nos. 80/778 and 81/779, Recorded in R.S. Khatian No. 90/1 and R.S. Plot Nos. 284/847 and 285, Recorded in R.S. Khatian No. 541, under R.S. Sheet No. 8 and the said R.S. Plots corresponds to L.R. Plot Nos. 8, 12, 14 and 15, Recorded in L.R. Khatian No. 332, under L.R. Sheet No. 24, JL. No. 02, within the jurisdiction of Ward No. 41 of Siliguri Municipal Corporation bearing Holding No. 3045/3049/1/2/A/1, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal.

The said total land is butted and bounded as follows:-

By North - Ganesh Steel Syndicate

By South - Ramkrishna Mission Ashram and Akshaytara Road

By East - Vasant Vihar Complex

By West - Sevoke Road.

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SCHEDULE - "B" (DESCRIPTION OF THE PROPERTY HEREBY SOLD)

ALL THAT ONE COMMERCIAL/SEMI-COMMERCIAL/OFFICE SPACE BEING:-

QUEENSPARK	
BLOCK - I	Т
FLOOR	
SQUARE FEET	
	BLOCK - I FLOOR

TOGETHER with the undivided proportionate share in the land on which the building stands more particularly described in the SCHEDULE-"A" given herein above.

SCHEDULE - "C" (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 firefighting equipment, lifts, etc. and other equipment and installations, renewal of fire license, lifts license etc. and others for common use/ utility 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
- 5. All charges and deposits for supplies of common utilities to the co-owners in common. M/s Patal Enterprise

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- 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).
- Costs of formation and operation of the service organization 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 and lighting the common portions including system loss for providing electricity to each unit.
- All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
- 10. All other expenses and/or outgoings as are incurred by the Vendor and/or the service organization for the common purposes.

SCHEDULE- "D" (COMMON PROVISIONS AND UTILITIES)

- 1. Stair case of the Schedule "B" property.
- Lift of the Schedule "B" property.
- 3. Common entry on the Ground Floor of the Schedule "B" property.
- 4. Water pump, overhead water tank, water pipes and common plumbing installation, electrical wiring, etc.
- 5. Drainage and sewerage and soak well.
- Boundary wall and main gate.
- 7. Such other common parts, areas and equipment, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

NOTE: - Separate Sheets are being used for the purpose of affixing impressions of all the fingers of both the hands of the Vendor and the Purchaser/s, thus forming part of these presents.

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IN WITNESSES WHEREOF the Vendor do hereby in good health and sound conscious mind have put their respective seal and signature on these presents on the day month and year first above written.

WITNESSES :-

The contents of this document have been gone through and understood Personally, by the Purchaser/s and the Vendor herein.

1.

2.

VENDOR

Strong St

MEMO OF CONSIDERATION

SI. No.	Dated	Cheque/DD/ RTGS No.	Drawn On	Amount (Rs.)
			.0	
			1)
Rs. T.D.S. Deducted Total Considera		on Amount Rs.		

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