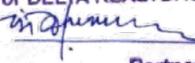


(DRAFT)

DEED OF CONVEYANCE (SALE)

For DELTA REALTORS

Partner

**THIS INDENTURE IS MADE ON THIS THE _____
DAY OF _____, TWO THOUSAND _____.**

ONE RESIDENTIAL FLAT PREMISES HAVING AREA MEASURING _____ INCLUDING SUPER BUILT-UP AREA AT THE _____ FLOOR, FLAT NO.____ AND _____ CAR PARKING SPACE MEASURING _____ AT THE GROUND FLOOR MARKED AS "_____" OF THE G+11 STORIED BUILDING KNOWN AS "**ONE LANDMARK**" AND WITH UNDIVIDED PROPORIONATE SHARE OF LAND ON WHICH THE SAID BUILDING STANDS.

Land area on which the G+11 storied building stands	- 93.45 (Ninety Three Point Four Five) Kathas
Khatian No.	- LR-12878,12879,12882, 12883,12884,12881,12887, 12885,12886,12880
Plot No.	- LR – 2727
Mouza	- Siliguri
J.L. No.	- 110(88)
Sheet No.	- 10
Ward No.	- 27 of S.M.C.
Police Station	- Siliguri
District	- Darjeeling
Set-forth value	-
Market value	-

For DELTA REALTORS
[Signature]
Partner

~: BETWEEN :~

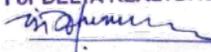
1. SRI MAHENDRA KUMAR MUNDHRA, son of Late Sohan Lal Mundhra, Indian by Nationality, Hindu by faith, Business by occupation, residing at Space Town, Flat No.N7, 7th Floor, Sevoke Road, Siliguri, P.O.-Sevoke Road, P.S.-Bhaktinagar, District-Jalpaiguri, PIN-734001, in the State of West Bengal, (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assigns) (I.T. PAN - _____)

2. SMT. SUSHILA DEVI MUNDHRA, wife of Late Mahabir Prasad Mundhra, Indian by Nationality, Hindu by faith, House wife by occupation, residing at Space Town, Flat No.K7, 7th Floor, Sevoke Road, Siliguri, P.O.-Sevoke Road, P.S.-Bhaktinagar, District-Jalpaiguri, PIN-734001, in the State of West Bengal, (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assigns) (I.T. PAN - _____)

3. SMT. SHANTI DEVI MUNDHRA, wife of Sri Sitaram Mundhra, Indian by Nationality, Hindu by faith, House wife by occupation, residing at Ananda Mohan Basu Road (bye-lane), Babupara, Siliguri, P.O. - Siliguri Town, P.S. - Siliguri, District - Darjeeling, PIN - 734004, in the State of West Bengal, (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assigns) (I.T. PAN - _____)

4. SRI RAJESH KUMAR MUNDHRA (MAHESHWARI), son of Sri Sitaram Mundhra (Maheshwari), Indian by Nationality, Hindu by faith, Business by occupation, residing at Ananda Mohan Basu Road (bye-lane), Babupara, Siliguri, P.O.-Siliguri Town, P.S.- Siliguri, District - Darjeeling, PIN - 734004, in the State of West Bengal, (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assigns) (I.T. PAN - _____)

5. SMT. SANGITA PERIWAL, wife of Sri Pradip Kumar Periwal and daughter of Sri Sitaram Mundhra (Maheshwari), Indian by Nationality, Hindu by faith, House-wife by occupation, residing at C/o - Shri Balaji Krishi Bhandar, Near Police Station, Station Feeder Road, Siliguri, P.O. - Siliguri Bazar, P.S. - Siliguri, District - Darjeeling, PIN - 734005, in the State of West Bengal, (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assigns) (I.T. PAN - _____)

For DELTA REALTORS

 Partner

6. SMT. PREMLATA MUNDHRA, wife of Late Binod Kumar Mundhra, Indian by Nationality, Hindu by faith, House wife by occupation, residing at Satpal Singh Building, Near Dimapur Municipal Council, Ward No.17, Kalibari Road, P.O.- _____, P.S.- _____, District - _____, PIN-797112, in the State of Nagaland, (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assigns) (I.T. PAN - _____)

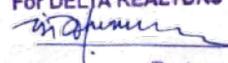
7. SRI MANOJ MUNDHRA, son of Late Binod Kumar Mundhra, Indian by Nationality, Hindu by faith, Business by occupation, residing at Satpal Singh Building, Near Dimapur Municipal Council, Ward No.17, Kalibari Road, P.O.- _____, P.S.- _____, District - _____, PIN-797112, in the State of Nagaland, (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assigns) (I.T. PAN - _____)

8. SMT. SUDESH DEVI MUNDHRA, wife of Late Basant Kumar Mundhra, Indian by Nationality, Hindu by faith, House wife by occupation, residing at Station Feeder Road, Siliguri, P.O.-Siliguri Bazar, P.S.-Siliguri, District-Darjeeling, PIN-734005, in the State of West Bengal, (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assigns) (I.T. PAN - _____)

9. SRI RAHUL MUNDHRA, son of Late Basant Kumar Mundhra, Indian by Nationality, Hindu by faith, Business by occupation, residing at Station Feeder Road, Siliguri, P.O. - Siliguri Bazar, P.S.- Siliguri, District - Darjeeling, PIN - 734005, in the State of West Bengal, (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assigns) (I.T. PAN - _____) and

10. DELTA REALTORS, a Partnership Firm, having its Office at Hillman House, Vidya Sagar Road, Khalpara, Siliguri, P.O.-Siliguri Bazar, P.S.-Siliguri, District-Darjeeling, PIN-734005, in the State of West Bengal, represented by its **Partner-SRI NIMIT MUNDHRA**, son of Sri Kamal Kumar Mundhra, Indian by Nationality, Hindu by faith, Business by occupation, residing at Hillman House, Vidya Sagar Road, Khalpara, Siliguri, P.O.-Siliguri Bazar, P.S.-Siliguri, District-Darjeeling, PIN-734005, in the State of West Bengal, (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors-in-office, representatives, administrators and assigns) (I.T. PAN - _____)

hereinafter called the " VENDORS " of the " FIRST PART ".

For DELTA REALTORS

 Partner

AND

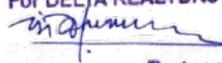
_____, son of _____, Indian by Nationality, _____ by faith, Business by occupation, residing at _____, P.O.-_____, P.S.- _____, District- _____, PIN-_____, in the State of West Bengal, hereinafter called the " **PURCHASER** " (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assigns) of the " **SECOND PART** ". (I.T. PAN - _____)

AND

DELTA REALTORS, a Partnership Firm, having its Office at Hillman House, Vidya Sagar Road, Khalpara, Siliguri, P.O.-Siliguri Bazar, P.S.-Siliguri, District-Darjeeling, PIN-734005, in the State of West Bengal, represented by its **Partner - SRI NIMIT MUNDHRA**, son of Sri Kamal Kumar Mundhra, Indian by Nationality, Hindu by faith, Business by occupation, residing at Hillman House, Vidya Sagar Road, Khalpara, Siliguri, P.O.-Siliguri Bazar, P.S.-Siliguri, District-Darjeeling, PIN-734005, in the State of West Bengal, hereinafter called the " **CONFIRMING PARTY** " (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors-in-office, representatives, administrators and assigns) of the " **THIRD PART** ". (I.T. PAN-_____).

AND

SMT. SUSHILA DEVI MUNDHRA, wife of Late Mahabir Prasad Mundhra, **SMT. SHANTI DEVI MUNDHRA**, wife of Sri Sitaram Mundhra, **SMT. PREMLATA MUNDHRA**, wife of Late Binod Kumar Mundhra, **SRI MANOJ MUNDHRA**, son of Late Binod Kumar Mundhra, **SMT. SUDESH DEVI MUNDHRA**, wife of Late Basant Kumar Mundhra and **SRI RAHUL MUNDHRA**, son of Late Basant Kumar Mundhra (The Vendor Nos.2,3,6,7,8 and 9 of these presents), are being represented by and through their Constituted Attorney - **SRI MAHENDRA KUMAR MUNDHRA**, son of Late Sohan Lal Mundhra, by virtue of General Power of Attorney, executed on 24-02-2014, being Document No.199 for the year 2014, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri and **SMT. SANGITA PERIWAL**, wife of Sri Pradip Kumar Periwal and daughter of Sri Sitaram Mundhra (Maheshwari) and **SRI RAJESH KUMAR MUNDHRA (MAHESHWARI)**, son of Sri Sitaram Mundhra (Maheshwari) are being represented by and through their Constituted Attorney - **SRI NIMIT MUNDHRA**, son of Sri Kamal Kumar Mundhra, Indian by Nationality, Hindu by faith, Business by occupation, residing at Hillman House, Vidya Sagar Road, Khalpara, Siliguri, P.O.-Siliguri Bazar, P.S.-Siliguri, District-Darjeeling, PIN-734005, in the State of West Bengal, by virtue of General Power of Attorney, executed on _____, being Document No.29 for the year 2019, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

For DELTA REALTORS

Partner

DEFINITIONS:

For the purpose of this Deed of Conveyance, unless the context otherwise requires:

“**Act**” means the West Bengal Housing Industry Regulation Act, 2017 (West Ben, Act XLI of 2017);

“**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Regulation Act, 2017;

“**Regulation**” means the Regulation made under the West Bengal Housing Industry Regulation Act, 2017;

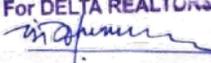
“**Section**” means a section of the Act.

I. WHEREAS Sri Sohan Lal Mundhra, Sri Gauri Shankar Mundhra and Sri Jai Chand Lal Mundhra, all sons of Kishan Chand Mundhra, were the recorded owners of all that piece or parcel of land measuring 1.542 Acres or 93.45 Kathas (each having 1/3rd share in it), comprised in R.S. Plot No.7202, recorded in R.S. Khatian No.1028, situated within Mouza-Siliguri, J.L. No.110(88), Pargana- Baikunthapur, P.O.-Siliguri Bazar, P.S.-Siliguri, District- Darjeeling, having permanent, heritable and transferable right, title and interest therein.

II. AND WHEREAS above named Sri Sohan Lal Maheshwari (Mundhra), had transferred and made over physical possession of his 1/3rd share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas, unto and in favour of SMT. SUSHILA DEVI MUNDHRA, wife of Sri Mahabir Prasad Mundhra, SMT. SHANTI DEVI MUNDHRA, wife of Sri Sitaram Mundhra, SRI BINOD KUMAR MUNDHRA, son of Sohan Lal Mundhra, SRI BASANT KUMAR MUNDHRA, son of Sohan Lal Mundhra and SRI MAHENDRA KUMAR MUNDHRA, son of Sohan Lal Mundhra, by virtue of Gift Deed, Dtd.18-07-1973, being Document No.4577 for the year 1973, entered in Book – I, Volume No.56, Pages 41 to 47, registered in the Office of the Sub-Registrar, Siliguri.

III. AND WHEREAS Gauri Shankar Mundhra, died intestate leaving behind his sons – SRI RAMAWATAR MUNDHRA, SRI SHYAM SUNDAR MUNDHRA, SRI RAMESH KUMAR MUNDHRA, daughters - SMT. BIMLA DEVI SONI, wife of Sri Vijay Kumar Soni, SMT. VIDYA DEVI KOTHARI, wife of Sri Sushil Kumar Kothari, SMT. LILA DEVI PARWAL, wife of Sri Ghanshyam Das Parwal and SMT. BASANTI DEVI RANGHAR, wife of Sri Maheshji Ranghar, as his only legal heirs, to inherit his 1/3rd share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas.

IV. AND WHEREAS Jai Chand Lal Mundhra, died intestate leaving behind his sons – SRI JUGAL KISHOR MUNDHRA, SRI KANHAIYALAL MUNDHRA, SRI SHIV RATAN MUNDHRA, SRI HANUMAN PRASAD MUNDHRA, SRI RATAN KUMAR MUNDHRA, daughters – SMT. KAMLA DEVI MANTRI, wife of Late Shiv Kumar Mantri and SMT. SARLA DEVI PERIWAL, wife of Sri Omprakash Periwal, as his only legal heirs, to inherit his 1/3rd share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas.

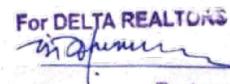
For DELTA REALTORS

Partner

AND WHEREAS above named RATAN KUMAR MUNDHRA, died intestate leaving behind his wife – SMT. SAROJ DEVI MUNDHRA, son – SRI VISHAL MUNDHRA and daughter – MISS VRINDA MUNDHRA, as his only legal heirs, to inherit his share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas.

V. A) AND WHEREAS by way of inheritance abovenamed SRI RAMAWATAR MUNDHRA, SRI SHYAM SUNDAR MUNDHRA, SRI RAMESH KUMAR MUNDHRA, SMT. BIMLA DEVI SONI, SMT. VIDYA DEVI KOTHARI, SMT. LILA DEVI PARWAL and SMT. BASANTI DEVI RANGHAR, became the sole, absolute and exclusive owners of all that 1/3rd share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas, having permanent, heritable and transferable right, title and interest therein.

B) AND WHEREAS by way of inheritance abovenamed SRI JUGAL KISHOR MUNDHRA, SRI KANHAIYALAL MUNDHRA, SRI SHIV RATAN MUNDHRA, SRI HANUMAN PRASAD MUNDHRA, SMT. KAMLA DEVI MANTRI, SMT. SARLA DEVI PERIWAL, SMT. SAROJ DEVI MUNDHRA, SRI VISHAL MUNDHRA and MISS VRINDA MUNDHRA, became the sole, absolute and exclusive owners of all that 1/3rd share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas, having permanent, heritable and transferable right, title and interest therein.

VI. AND WHEREAS SRI RAMAWATAR MUNDHRA, SRI SHYAM SUNDAR MUNDHRA, SRI RAMESH KUMAR MUNDHRA, SMT. BIMLA DEVI SONI, SMT. VIDYA DEVI KOTHARI, SMT. LILA DEVI PARWAL, SMT. BASANTI DEVI RANGHAR, SRI JUGAL KISHOR MUNDHRA, SRI KANHAIYALAL MUNDHRA, SRI SHIV RATAN MUNDHRA, SRI HANUMAN PRASAD MUNDHRA, SMT. KAMLA DEVI MANTRI, SMT. SARLA DEVI PERIWAL, SMT. SAROJ DEVI MUNDHRA, SRI VISHAL MUNDHRA and MISS VRINDA MUNDHRA, had transferred and made over physical possession of their 2/3rd share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas, unto and in favour of SMT. SUSHILA DEVI MUNDHRA, wife of Sri Mahabir Prasad Mundhra, SMT. SHANTI DEVI MUNDHRA, wife of Sri Sitaram Mundhra, SMT. PREMLATA MUNDHRA, wife of Late Binod Kumar Mundhra, SMT. SUDESH DEVI MUNDHRA, wife of Late Basant Kumar Mundhra and SRI MAHENDRA KUMAR MUNDHRA, son of Sohan Lal Mundhra, by virtue of twenty separate Gift Deeds, i) executed on 04-05-2009, being Document Nos.835, 836, 837, 838, 839, 840 for the year 2009, ii) executed on 05-05-2009, being Document Nos.847, 848, 849, 850, 851, 852, 853 for the year 2009 and iii) executed on 06-05-2009, being Document Nos.868, 869, 871, 872, 873, 874 and 875 for the year 2009, all the Deeds registered in the Office of the Addl. Dist. Sub-Registrar Siliguri.

For DELTA REALTORS

Partner

VII. AND WHEREAS by virtue of the aforesaid Gift Deeds, being Document No.4577 for the year 1973 and by virtue of the aforesaid 20 Gift Deeds, being Document Nos.835, 836, 837, 838, 839, 840, 847, 848, 849, 850, 851, 852, 853, 868, 869, 871, 872, 873, 874 and 875 for the year 2009 :

a) above named SMT. SUSHILA DEVI MUNDHRA, became the sole, absolute and exclusive owner of all that undivided 20% share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas (20% share in the said land measures 18.69 Kathas), having permanent, heritable and transferable right, title and interest therein.

b) above named SMT. SHANTI DEVI MUNDHRA, became the sole, absolute and exclusive owner of all that undivided 20% share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas (20% share in the said land measures 18.69 Kathas), having permanent, heritable and transferable right, title and interest therein.

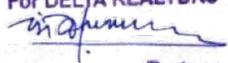
c) above named SRI MAHENDRA KUMAR MUNDHRA, became the sole, absolute and exclusive owner of all that undivided 20% share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas (20% share in the said land measures 18.69 Kathas), having permanent, heritable and transferable right, title and interest therein.

VIII. A) AND WHEREAS by virtue of the aforesaid Gift Deed, being Document No.4577 for the year 1973, above named SRI BINOD KUMAR MUNDHRA, became the sole, absolute and exclusive owner of all that undivided $\frac{1}{5}$ th share of $\frac{1}{3}$ rd share (i.e. $\frac{1}{15}$ th share), in the aforesaid land measuring 1.542 Acres or 93.45 Kathas, having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS above named BINOD KUMAR MUNDHRA, died intestate leaving behind his wife - SMT. PREMLATA MUNDHRA, son - SRI MANOJ MUNDHRA, as his only legal heirs, to inherit his undivided $\frac{1}{15}$ th share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas.

B) AND WHEREAS by virtue of the aforesaid Gift Deed, being Document No.4577 for the year 1973, above named SRI BASANT KUMAR MUNDHRA, became the sole, absolute and exclusive owner of all that undivided $\frac{1}{5}$ th share of $\frac{1}{3}$ rd share (i.e. $\frac{1}{15}$ th share), in the aforesaid land measuring 1.542 Acres or 93.45 Kathas, having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS above named BASANT KUMAR MUNDHRA, died intestate leaving behind his wife – SMT. SUDESH DEVI MUNDHRA, sons – SRI NIRAJ KUMAR MUNDHRA and SRI RAHUL MUNDHRA, as his only legal heirs, to inherit his undivided $\frac{1}{15}$ th share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas.

For DELTA REALTORS

Partner

IX. A) AND WHEREAS by virtue of the aforesaid 20 Gift Deeds, being Document Nos.835, 836, 837, 838, 839, 840, 847, 848, 849, 850, 851, 852, 853, 868, 869, 871, 872, 873, 874 and 875 for the year 2009 and by way of inheritance above named SMT. PREMLATA MUNDHRA, became the sole, absolute and exclusive owner of all that undivided 16.67% share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas (16.67% share in the said land measures 15.58 Kathas), having permanent, heritable and transferable right, title and interest therein.

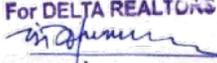
B) AND WHEREAS by way of inheritance above named SRI MANOJ MUNDHRA, became the sole, absolute and exclusive owner of all that undivided 3.33% share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas (3.33% share in the said land measures 3.11 Kathas), having permanent, heritable and transferable right, title and interest therein.

X. A) AND WHEREAS by virtue of the aforesaid 20 Gift Deeds, being Document Nos.835, 836, 837, 838, 839, 840, 847, 848, 849, 850, 851, 852, 853, 868, 869, 871, 872, 873, 874 and 875 for the year 2009 and by way of inheritance above named SMT. SUDESH DEVI MUNDHRA, became the sole, absolute and exclusive owner of all that undivided 15.55% share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas (15.55% share in the said land measures 14.53 Kathas), having permanent, heritable and transferable right, title and interest therein.

B) AND WHEREAS by way of inheritance above named SRI NIRAJ KUMAR MUNDHRA, became the sole, absolute and exclusive owner of all that undivided 2.225% share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas (2.225% share in the said land measures 2.08 Kathas), having permanent, heritable and transferable right, title and interest therein.

C) AND WHEREAS by way of inheritance above named SRI RAHUL MUNDHRA, became the sole, absolute and exclusive owner of all that undivided 2.225% share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas (2.225% share in the said land measures 2.08 Kathas), having permanent, heritable and transferable right, title and interest therein.

XI. A) AND WHEREAS above named SMT. SUSHILA DEVI MUNDHRA, SMT. SHANTI DEVI MUNDHRA, SRI MAHENDRA KUMAR MUNDHRA, SMT. PREMLATA MUNDHRA, SRI MANOJ MUNDHRA, SMT. SUDESH DEVI MUNDHRA, SRI NIRAJ KUMAR MUNDHRA and SRI RAHUL MUNDHRA, thereafter, collectively had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 0.113 Acres out of their share in the aforesaid land measuring 1.542 Acres, unto and in favour of i) Sri Dilip Kumar Agarwal, son of Late Ram Niwas Agarwal, ii) Sri Sova Chand Agarwal, son of Late Ram Niwas Agarwal, iii) Smt. Usha Agarwal, wife of Sri Dilip Kumar Agarwal and iv) Smt. Anju Agarwal, wife of Sri Sova Chand Agarwal, by virtue of three separate Sale Deeds, all the Deeds executed on 26-08-2010, being Document Nos.2063, 2064 and 2065 for the year 2010, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

For DELTA REALTORS

Partner

B) AND WHEREAS by virtue of the aforesaid three separate Sale Deeds, being Document Nos.2063, 2064 and 2065 for the year 2010, abovenamed i) Sri Dilip Kumar Agarwal, ii) Sri Sova Chand Agarwal, iii) Smt. Usha Agarwal and iv) Smt. Anju Agarwal alias Anju Devi Agarwal, became the sole, absolute and exclusive owners of the aforesaid land measuring 0.113 Acres [each having 1/4th (One Fourth) share in it], having permanent, heritable and transferable right, title and interest therein.

C) AND WHEREAS abovenamed Smt. Anju Agarwal alias Anju Devi Agarwal, wife of Sri Sova Chand Agarwal, thereafter had transferred and made over physical possession of her 1/4th (One Fourth) share in the aforesaid land measuring 0.113 Acres, unto and in favour of her husband – Sri Sova Chand Agarwal, son of Late Ram Niwas Agarwal, by virtue of Gift Deed, executed on 21-05-2011, being Document No.1426 for the year 2011, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

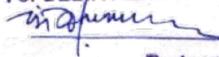
AND WHEREAS by virtue of the aforesaid three separate Sale Deeds, being Document Nos.2063, 2064 and 2065 for the year 2010 and Gift Deed, being Document No.1426 for the year 2011, abovenamed - Sri Sova Chand Agarwal, became the sole, absolute and exclusive owner of all that ½ (one-half) share in the aforesaid land measuring 0.113 Acres, having permanent, heritable and transferable right, title and interest therein.

D) AND WHEREAS abovenamed Sri Sova Chand Agarwal, thereafter had transferred and made over physical possession of his ½ (one-half) share in the aforesaid land measuring 0.113 Acres, unto and in favour of his brother - Sri Dilip Kumar Agarwal, by virtue of Gift Deed, executed on 28-06-2011, being Document No.1651 for the year 2011, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

E) AND WHEREAS by virtue of the aforesaid three separate Sale Deeds, being Document Nos.2063, 2064 and 2065 for the year 2010 and Gift Deed, being Document No.1651 for the year 2011, abovenamed - Sri Dilip Kumar Agarwal, became the sole, absolute and exclusive owner of all that 3/4th (Three Fourth) share in the aforesaid land measuring 0.113 Acres, having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS by virtue of the aforesaid three separate Sale Deeds, being Document Nos.2063, 2064 and 2065 for the year 2010, abovenamed Smt. Usha Agarwal, became the sole, absolute and exclusive owner of all that 1/4th (One Fourth) share in the aforesaid land measuring 0.113 Acres, having permanent, heritable and transferable right, title and interest therein.

F) AND WHEREAS abovenamed Sri Dilip Kumar Agarwal and Smt. Usha Agarwal, thereafter collectively had transferred for valuable consideration and made over physical possession of the aforesaid land measuring 0.113 Acres, unto and in favour of Trimudra Vincom Private Limited, by virtue of two separate Sale Deeds, i) executed on 04-09-2014, being Document No.1800 for the year 2014 and ii) executed on 03-09-2014, being Document No.1816 for the year 2014, both the deeds registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

For DELTA REALTORS

Partner

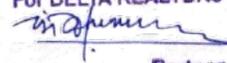
G) AND WHEREAS abovenamed Trimudra Vincom Private Limited, thereafter had transferred for valuable consideration and made over physical possession of the aforesaid land measuring 0.113 Acres or 6.848 Kathas, unto and in favour of Delta Realtors, by virtue of five separate Sale Deeds, i) executed on 22-05-2017, being Document No.1331 for the year 2017, ii) executed on 23-06-2017, being Document No.1355 for the year 2017, iii) executed on 21-06-2017, being Document No.1338 for the year 2017, iv) executed on 25-06-2017, being Document No.1547 for the year 2017 and v) executed on 26-06-2017, being Document No.1548 for the year 2017, all the Deeds registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

XII. AND WHEREAS abovenamed SMT. SUSHILA DEVI MUNDHRA, SMT. SHANTI DEVI MUNDHRA, SRI MAHENDRA KUMAR MUNDHRA, SMT. PREMLATA MUNDHRA, SRI MANOJ MUNDHRA, SMT. SUDESH DEVI MUNDHRA, SRI NIRAJ KUMAR MUNDHRA and SRI RAHUL MUNDHRA, thereafter, collectively had transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 3.9 Kathas out of their share in the aforesaid land measuring 1.542 Acres, unto and in favour of Delta Realtors, by virtue of two separate Sale Deeds, i) executed on 04-10-2016, being Document No.2313 for the year 2016 and ii) executed on 05-10-2016, being Document No.2330 for the year 2016, both the Deeds registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

XIII. A) AND WHEREAS above named SMT. SHANTI DEVI MUNDHRA, out of natural love and affection thereafter had transferred and made over physical possession of all that piece or parcel of land measuring 6 Kathas out of her share in the aforesaid land measuring 1.542 Acres, unto and in favour of her son- SRI RAJESH KUMAR MUNDHRA (MAHESHWARI), by virtue of Gift Deed, executed on 16-08-2017, being Document No.1942 for the year 2017, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

B) AND WHEREAS above named SMT. SHANTI DEVI MUNDHRA, out of natural love and affection thereafter had also transferred and made over physical possession of all that piece or parcel of land measuring 3 Kathas out of her share in the aforesaid land measuring 1.542 Acres, unto and in favour of her daughter - SMT. SANGITA PERIWAL, wife of Sri Pradip Kumar Periwal, by virtue of Gift Deed, executed on 16-08-2017, being Document No.1941 for the year 2017, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

XIV. A) AND WHEREAS above named SMT. SUDESH DEVI MUNDHRA, out of natural love and affection thereafter had transferred and made over physical possession of all that piece or parcel of land measuring 8 Kathas out of her share in the aforesaid land measuring 1.542 Acres, unto and in favour of her son- SRI RAHUL MUNDHRA, by virtue of Gift Deed, executed on 16-08-2017, being Document No.1939 for the year 2017, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

For DELTA REALTORS

Partner

B) AND WHEREAS above named SRI NIRAJ KUMAR MUNDHRA, out of natural love and affection thereafter had transferred and made over physical possession of his entire share of remaining land which measures 1.8409 Kathas, unto and in favour of his brother - SRI RAHUL MUNDHRA, by virtue of Gift Deed, executed on 16-08-2017, being Document No.1940 for the year 2017, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.

XV. A) AND WHEREAS abovenamed SRI MAHENDRA KUMAR MUNDHRA, had transferred his 20% share in all that piece or parcel of land measuring 10.748 Kathas and SRI MAHENDRA KUMAR MUNDHRA, (The Vendor No.1 of these presents), became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 16.5405 Kathas, having permanent, heritable and transferable right, title and interest therein.

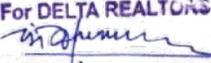
B) AND WHEREAS abovenamed SMT. SUSHILA DEVI MUNDHRA, had transferred her 20% share in all that piece or parcel of land measuring 10.748 Kathas and SMT. SUSHILA DEVI MUNDHRA, (The Vendor No.2 of these presents), became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 16.54 Kathas, having permanent, heritable and transferable right, title and interest therein.

C) AND WHEREAS abovenamed SMT. SHANTI DEVI MUNDHRA, had transferred her 20% share in all that piece or parcel of land measuring 10.748 Kathas and SMT. SHANTI DEVI MUNDHRA, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 16.54 Kathas and SMT. SHANTI DEVI MUNDHRA thereafter had gifted all that piece or parcel of land measuring 9 Kathas out of the aforesaid land, unto and in favour of her son and daughter and SMT. SHANTI DEVI MUNDHRA (The Vendor No.3 of these presents), became the sole absolute and exclusive owner of all that piece or parcel of land measuring 7.54 Kathas, having permanent, heritable and transferable right, title and interest therein.

D) AND WHEREAS SRI RAJESH KUMAR MUNDHRA (MAHESHWARI) (The Vendor No.4 of these presents), by virtue of Gift Deed, being Document No.1942 for the year 2017, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 6 Kathas, having permanent, heritable and transferable right, title and interest therein.

E) AND WHEREAS SMT. SANGITA PERIWAL (The Vendor No.5 of these presents), by virtue of Gift Deed, being Document No.1941 for the year 2017, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 3 Kathas, having permanent, heritable and transferable right, title and interest therein.

F) AND WHEREAS abovenamed SMT. PREMLATA MUNDHRA, had transferred her 16.67% share in all that piece or parcel of land measuring 10.748 Kathas and SMT. PREMLATA MUNDHRA, (The Vendor No.6 of these presents), became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 13.789 Kathas, having permanent, heritable and transferable right, title and interest therein.

For DELTA REALTORS

Partner

G) AND WHEREAS abovenamed SRI MANOJ MUNDHRA, had transferred his 3.33% share in all that piece or parcel of land measuring 10.748 Kathas and SRI MANOJ MUNDHRA, (The Vendor No.7 of these presents), became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 2.752 Kathas, having permanent, heritable and transferable right, title and interest therein.

H) AND WHEREAS abovenamed SMT. SUDESH DEVI MUNDHRA, had transferred her 15.55% share in all that piece or parcel of land measuring 10.748 Kathas and SMT. SUDESH DEVI MUNDHRA, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 12.8587 Kathas and SMT. SUDESH DEVI MUNDHRA thereafter had gifted all that piece or parcel of land measuring 8 Kathas out of the aforesaid land unto and in favour of her son and SMT. SUDESH DEVI MUNDHRA (The Vendor No.8 of these presents), became the sole absolute and exclusive owner of all that piece or parcel of land measuring 4.8587 Kathas, having permanent, heritable and transferable right, title and interest therein.

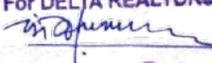
I) AND WHEREAS abovenamed SRI RAHUL MUNDHRA, had transferred his 2.225% share in all that piece or parcel of land measuring 10.748 Kathas and SRI RAHUL MUNDHRA (The Vendor No.9 of these presents), became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 1.8409 Kathas and by virtue of two separate Gift Deeds, being Document Nos.1939 and 1940 for the year 2017, SRI RAHUL MUNDHRA (The Vendor No.7 of these presents), also became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 9.8409 Kathas, therefore SRI RAHUL MUNDHRA (The Vendor No.9 of these presents), became the sole, absolute and exclusive owner of all that piece or parcel of land in total measuring 11.6818 Kathas, having permanent, heritable and transferable right, title and interest therein.

J) AND WHEREAS DELTA REALTORS (The Vendor No.10 of these presents), by virtue of seven separate Sale Deeds, i) being Document No.2313 for the year 2016, ii) being Document No.2330 for the year 2016, iii) being Document No.1331 for the year 2017, iv) being Document No.1338 for the year 2017, v) being Document No.1355 for the year 2017, vi) being Document No.1547 for the year 2017 and vii) being Document No.1548 for the year 2017, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 10.748 Kathas, having permanent, heritable and transferable right, title and interest therein.

AND

WHEREAS the Vendors being desirous of using the said land more profitably intended to erect a G+11 storied building thereon consisting several flats / dwelling units and covered parking.

AND

For DELTA REALTORS

Partner

WHEREAS the Vendor had neither necessary finance / fund nor expertise to undertake such a project to put their contemplation's and scheme and as such, the Vendor approached the Confirming Party to construct a building on the below Schedule – "A" land as a Developer at her own costs and expenses under certain terms and conditions as embodied in a written Agreement.

A N D

WHEREAS thereafter Confirming Party has completed the construction of a G+11 storied Building as per duly approved plan which was approved by Siliguri Municipal Corporation bearing Building Plan No.604 dated 31-08-2019 over the vendor land which is described in the Schedule – "A" below and consisting several flats, covered parking and the common passage according to the constructed area comprising the unit or premises proportionate to the total constructed area on the said "A" scheduled land.

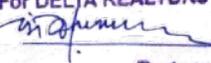
A N D

WHEREAS the Purchaser being in need of ownership accommodation for residential use in the locality where the said Flat and _____ Car Parking Space are situated has approached the Confirming Party and with knowledge / consent of the Vendor expressing her desire to have a flat & _____ Car Parking Space in the said complex and then has examined and inspected the documents of title of the Vendor to all that piece or parcel of land as fully described in the Schedule – "A" below, building plan duly approved by the Siliguri Municipal Corporation and has also seen and inspected the construction of the said flat & _____ Car Parking Space to the extent constructed as on the date of execution of these presents and after satisfying himself about the title of the Vendor as to the said land as well as the standard of construction, the Purchaser has decided to purchase One Flat measuring _____ Sq.ft. being Flat and _____ car parking space measuring _____ at the Ground Floor marked as "____" of a G+11 storied building fully described in the Schedule – "B" below standing on the land mentioned in the Schedule – "A" below alongwith common expenses mentioned in Schedule – 'C', the common areas and facilities mentioned in the Schedule – "D" and easementary right fully described in the Schedule – "E" below.

A N D

WHEREAS the Purchaser proposed to purchase one flat & _____ Car Parking Space in the constructed building together with proportionate share of land on which the building stands and also with right to common facilities to the building, free from all encumbrances for a price of Rs. _____/-

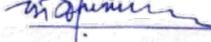
A N D

For DELTA REALTORS

Partner

WHEREAS the Vendor with knowledge and consent of the Confirming Party agreed to sell one flat & _____ Car Parking Space described in the Schedule – “B” below standing on the land mentioned in the Schedule – “A” below alongwith common expenses mentioned in Schedule – ‘C’, the common areas and facilities mentioned in the Schedule – “D” and easementary right fully described in the Schedule – “E” below to the Purchaser for a consideration of Rs._____/- only (paid to the Confirming Party who appropriated the same towards the costs of construction of the floor retained by the Vendor and also towards the profit of Confirming Party).

NOW THIS DEED WITNESSES that in pursuance of the aforesaid agreement and in consideration of the sum of Rs._____ only paid by the Purchaser to the Confirming Party / Developer before execution of these presents and the receipt of which is acknowledge by the Confirming Party / Developer and the Vendor does hereby admit and acknowledge the same and every party thereof acquit, release and discharge the Purchaser and also the said property described in the Schedule – “B” below standing on the land mentioned in the Schedule – “A” below alongwith common expenses mentioned in Schedule – ‘C’, the common areas and facilities mentioned in the Schedule – “D” and easementary right fully described in the Schedule – “E” below by the Vendor as beneficial owner by these present indefeasible grant, sell, convey and transfer, assign and assure unto the Purchaser in the Schedule – “B” below TOGETHER with all the benefits and advantages, liberties easements privileges, appendages and appurtenances whatsoever to the said property or any part thereof belonging or any way appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed AND ALL the estate, right, title, interest, use, trust, property claim whatsoever both at law and in equity of title of the Purchaser into and upon the said property and every part thereof and all deeds pattas and evidence of title, or xerox copies thereof duly certified to be true copies in any related to the said property or any part thereof and which now are or hereafter shall or may be in the custody power or possession of the Vendor or the person from whom she can or may procure the same without action **TO HAVE AND TO HOLD** the said property and every part thereof.

The Vendor do hereby granted, sold and transferred with all her rights unto and to the use of the Purchaser and the Vendor do hereby covenant with the Purchaser that notwithstanding any act, deed or thing whatsoever by Purchaser the Vendor or any of her predecessor and ancestor in title done by executed or knowingly suffered to the contrary to the Vendor had at all material times heretofore and now has good right, full, power absolute authority and indefensible title to grant, sell convey, transfer, assign and assure the said property to the use of the Purchaser AND THAT free and clear freely and clearly absolutely acquired exonerated and released or otherwise at the cost of the Vendor well and sufficiently indemnified of from and against all and all manner or claim charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Purchaser AND FURTHER THAT THE VENDOR shall at the request and cost of the Purchaser does and execute or cause to be done or executed all such acts, deeds and things whatsoever

For DELTA REALTORS

Partner

for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser according to the true meaning and intent of this Deed as shall or may be reasonably required and further more that Vendor shall at all times indemnify the Purchaser or keep her indemnified against all losses, damages cost charges and expenses, if any, suffered by reason of any defect in that title of the Vendor or any breach of she covenants hereunder contained.

THE CONFIRMING PARTY hereby covenant with the Purchaser and declare that she has no claim against Purchaser with the respect to the property hereby sold or against the said property and she will not raise any claim whatsoever against the Purchaser with respect to construction costs, price of materials, labour charges or profit of the Confirming Party or any claim whatsoever against the Purchaser or against the property hereby sold.

THE CONFIRMING PARTY further covenant with the Purchaser that it had constructed the entire building strictly according to the plan passed by proper authority and with due care and using proper materials.

And it is further agreed by and between the parties and the parties do hereby declare: -

- a) The Purchaser shall be liable to pay directly to the authorities concerned or contribute to the common fund of all occupiers, if any, created in the proportionate to the floor area of the premises owned by her towards payment of Corporation Taxes and all other taxes or imposes with respect to the said parking space.
- b) The Purchaser shall have full and absolute proprietary right such as Vendor derive from her title save and except that of demolition or committing waste in respect of the said premises and/or with respect to any columns or beams of the said building.
- c) The Purchaser shall be entitled to sell, mortgage, lease or otherwise alienate the said premises hereby conveyed subject to the terms herein contained to any one without consent of the Vendor or any other co-owner who may have acquired before and who may hereinafter acquire any right title or interest in the said land or building or any part thereof.
- d) The Purchaser undivided interest in the soil beneath the said Building and other vacant spaces in the Schedule – “A” mentioned land shall remain joint for all times with the Vendor and or other co-owners who may hereafter or hereto before have acquired right, title and interest or in the said land is importable.
- e) The Purchaser shall be at liberty to have her separate electric connection from the West Bengal State Electricity Distribution Company Limited, Telephone Connection

& Water connection from the concerned authority and all other facilities or amenities as may be either be required by her from concerned authority/authorities without the consent of the Vendor or any co-owners. The land Tax may be paid jointly of if permitted separately, to the Govt. of West Bengal.

- f) The Purchaser shall/may contribute and/or be liable to pay such amounts for maintenance of the common facilities or the Building as a whole, as may be fixed by the Vendor at present or by any lawful association, body or society formed by the occupant of the Building in future, towards the payment for the maintenance and repairing of the common facilities of the said building and/or for common services provided in the Building.
- g) The Purchaser shall use and occupy the premises and the common facilities common area and common users free from all obstruction or hindrance as prudent men uses her own property. The common expenses, common areas, easement is described in the Schedule – "C", "D" and "E" below.
- h) If the Purchaser is willing to take/install individually Pump-set for the said flat & _____ Car Parking Space, the then, to take written permission from the other co-owners of the said flats where it is fixed.

AND IT IS HEREBY covenanted by the Vendor that the proportionate undivided share in the Schedule – "A" mentioned land for the Schedule – "B" mentioned flat & _____ Car Parking Space which is sold today by the Vendor in favour of the Purchaser.

AND IT IS FURTHER covenanted by the Vendor and the Purchaser shall have every right to use the top roof and all the stair case of the G+11 storied building in common manner along-with the other flat owners of the said building and it is covenanted by the Vendor shall all the vacant space in the Schedule – "A" below land shall be used by the Purchaser in common manner alongwith the other flat owners.

That the registration expenses for transfer of the schedule mentioned property in favour of the Purchaser of these present shall be borne by the Vendor.

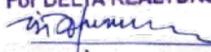
IT IS FURTHER covenanted by the Vendor that the Purchaser shall have right to use the common expenses, common areas, easement are described in the Schedule – "C", "D" and "E" below along with the owner of the flats and on the said G+11 storied building subject to terms and conditions as may be decided by the Vendor and other owner of the flats of the said G+11 storied building with respect to payment of maintenance costs / expenses for such common facilities.

SCHEDULE – "A"
(Description of the land)

All that piece or parcel of land measuring 93.45 Kathas, forming part of R.S. Plot No.7202, recorded in R.S. Khatian No.1028, situated within Mouza- Siliguri, J.L. No.110(88), Pargana - Baikunthapur, P.O., P.S., Sub-Div. and A.D.S.R.O. - Siliguri, in Ward No.27 of Siliguri Municipal Corporation, in the District of Darjeeling.

The said land is bound and butted as follows :-

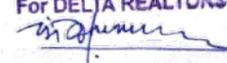
- By North : S.F. Road and Siliguri Thana,
- By South : 22 Feet wide S.M.C. Road,
- By East : Passage and Phanindra Bhawan,
- By West : 25 Feet wide Sree Maa Sarani.

For DELTA REALTORS

Partner

SCHEDULE – "B"

(Description of Flat and ____ Car Parking Space which is the part and parcel of Schedule "A" land and proportionate undivided share of the land hereby sold)

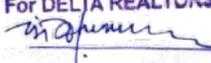
All that Residential Flat, being Flat No. _____, measuring _____ Sq.ft. (Carpet Area) or _____ Sq.ft. (Covered Area) or _____ Sq.ft.(Super built-up area) at _____ Floor in Block
1:Residential
building, one car parking space measuring _____Sq.ft at _____ Floor in Block-

For DELTA REALTORS

Partner

_____ Floor in Block-1:Residential of the building known as “ONE LANDMARK” together with undivided proportionate right in the Schedule-A land on which the said building stands, forming part of R.S. Plot No.7202, recorded in R.S. Khatian No.1028, situated within Mouza-Siliguri, J.L. No.110(88), Pargana- Baikunthapur, P.O., P.S. Siliguri, Sub-Div. and A.D.S.R.O. - Siliguri, located at Station Feeder Road, Besides Siliguri Thana, in Ward No.27 of Siliguri Municipal Corporation, in the District of Darjeeling.

SCHEDULE - "C"
(Common Expenses)

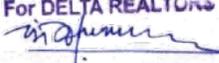
1. All costs of maintenance, redecorating, lighting of the common portions including the outer walls of the buildings, boundary walls and darwan room and the lift.
2. The salaries and other expenses for all persons employed for the common purpose.
3. The expenses and deposits for supplies of common utilities to the co-owners.
4. Lighting expenses incurred for the common purpose proportionately.
5. Office expenses incurred for maintaining the office for the common purpose.
6. Any other expense as adjudged as common by the Association of Flat Owners.

For DELTA REALTORS

Partner

SCHEDULE – “D”
(Common Areas)

The common areas and facilities shall include the following:-

1. That all the common areas and facilities in the property of the first schedule.
2. The foundation columns girders, beam, supports, roof, main walls, corridors, lobbies, stairs, stairways and entrance and exists to and from the premises.
3. The yards and open spaces including top roof of the building.
4. Installation of common service such as light, water, sewerage, ring well, septic tank etc.
5. The tanks, motors pumps (delivery) pipe lines and in general all apparatus and installations existing for common use.
6. Darwan room, if any.
7. All other parts of the property necessary or convenient to its existence and safety or normally in common use.
8. Such other common facilities as in the said total property.

For DELTA REALTORS

Partner

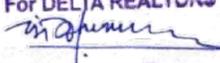
SCHEDULE – "E"
(EASEMENT)

All the co-owners of the said apartment shall get the following rights, easements, quasi-easements, privileges and / or appurtenances.

1. The right of common passage in all the common portions.
2. The right of passage of utilities including connection for Telephone, pipes, cables or any other connection through each on and every portion of the building including the said Flat.
3. Right of support, shelter and protection of each portion of the building by others and/or other thereof.
4. The absolute unencumbered right over the common portions subject to the terms & conditions herein contained.
5. Such rights, supports, easements and appurtenances as are usually hold / used / occupied or enjoyed as part or parcel of the said undivided proportionate share in the said land and/or the said Property.
6. The right with or without workman with necessary materials to enter upon the building including the said flat for the purpose of repairing any of the common portions or any appurtenances to any flat and / or anything comprised in any flat in so far as the same cannot be carried out without such entry and in all such cases prior notice for such entry shall be given to all such co-owners of the flat.

A separate sheet containing fingerprints of the parties are attached herewith also forming part of these presents.

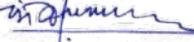
1 No. of Stamp Rs.5,000/-, Bond Paper 16 Nos., Finger Print 1 No. = Total Nos. of Pages – 18.

For DELTA REALTORS

Partner

IN WITNESSES WHEREOF THESE PRESENTS are executed and delivered by the Vendor and the Confirming Party in presence of the witnesses on the day, month and year first above written.

WITNESSES: -

1)

For DELTA REALTORS

Partner

Signature of the **Vendor**

2)

Signature of the
Confirming Party