

AGREEMENT TO SELL

THIS AGREEMENT IS MADE ON THIS THE _____ DAY OF

_____ 2020.

For DELTA REALTORS

Partner

: 2 :

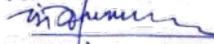
BETWEEN

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 - _____)

For DELTA REALTORS

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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 - _____)

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 - _____)

For DELTA REALTORS

Partner

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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 Partners-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**".

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-_____).

For DELTA REALTORS

Partner

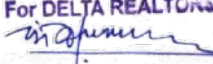
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I. WHEREAS Sri Sohan Lal Mundhra, Sri Gauri Shankar Mundhra and Sri Jai Chand Lal Mundhra, all sons of Kishan Chand Mundhra, were the recorded owners of all that piece or parcel of land measuring 1.542 Acres or 93.45 Kathas (each having 1/3rd share 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 Perival, 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

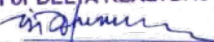
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AND WHEREAS above named RATAN KUMAR MUNDHRA, died intestate leaving behind his wife – SMT. SAROJ DEVI MUNDHRA, son – SRI VISHAL MUNDHRA and daughter – MISS VRINDA MUNDHRA, as his only legal heirs, to inherit his share in the aforesaid land measuring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

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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 1/5th share of 1/3rd share (i.e. 1/15th 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 1/15th share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas.

For DELTA REALTORS

Partner

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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 1/5th share of 1/3rd share (i.e. 1/15th 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 1/15th share in the aforesaid land measuring 1.542 Acres or 93.45 Kathas.

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.

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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.

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.

For DELTA REALTORS

Partner

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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 1/2 (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 1/2 (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.

For DELTA REALTORS

Partner

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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.

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.

For DELTA REALTORS

Partner

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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 Perival, 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.

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.

For DELTA REALTORS

Partner

: 13 :

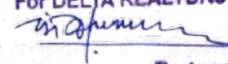
B) AND WHEREAS abovenamed SMT. SUSHILA DEVI MUNDHRA, had transferred her 20% share in all that piece or parcel of land measuring 10.748 Kathas and SMT. SUSHILA DEVI MUNDHRA, (The Vendor No.2 of these presents), became the sole, absolute and exclusive owner of all that piece or parcel of land measuring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

: 14 :

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.

For DELTA REALTORS

Partner

: 15 :

AND WHEREAS SRI MAHENDRA KUMAR MUNDHRA, SMT. SUSHILA DEVI MUNDHRA, SMT. SHANTI DEVI MUNDHRA, SRI RAJESH KUMAR MUNDHRA, SMT. SANGITA PERIWAL, SMT. PREMLATA MUNDHRA, SRI MANOJ MUNDHRA, SMT. SUDESH DEVI MUNDHRA, SRI RAHUL MUNDHRA and DELTA REALTORS (The Vendors of these presents), being desirous of constructing a multistoried building on their aforesaid land, have amalgamated their respective land in total measuring 93.45 Kathas, more particularly described in the Schedule-A given herein under, for the better utilization of the land and to give better shape to the building to be constructed thereon.

AND WHEREAS the Vendors not being in a position to put their contemplation and scheme into action due to limited technical know how, have approached DELTA REALTORS (herein after referred to as Confirming Party), with a proposal to promote the building on the Schedule-A land.

AND WHEREAS DELTA REALTORS (the Confirming Party of these presents), considering the offer of the Vendors reasonable accepted the offer to promote the building and they have formed a Partnership Firm between themselves and on account of capital contribution, the Vendors of these presents had contributed their aforesaid land, more particularly described in the Schedule- A given hereinunder, as its capital in the said Firm, by virtue of Partnership Deed, Dtd. _____ and the said Firm accepted the aforesaid property as its stock-in-trade.

AND WHEREAS the Vendors/Confirming Party are constructing a building on the Schedule-A land, the plan prepared for which was approved by the appropriate authority, vide Plan No. _____, Dated _____, sanctioned on _____ for _____ building in _____ separate Blocks, i.e. Block _____.

AND WHEREAS the Vendors/Confirming Party have formulated a scheme to enable a person/party intending to have own unit or premises in the said building alongwith 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.

For DELTA REALTORS

Partner

: 16 :

AND WHEREAS the said building is divided into several independent units/premises/parking space alongwith the common facilities.

AND WHEREAS the Vendors/Confirming Party have now firmly and finally decided to sell and have offered for sale to the Purchaser/s all that Residential Flat measuring _____ Sq.ft. (Super built-up area) at _____ Floor of the building, more particularly described in the Schedule-B given hereinbelow, for a valuable consideration of Rs. _____ (Rupees _____) only.


AND WHEREAS the Purchaser/s being in need of Schedule-B property in ownership in the locality where the aforesaid building is situated and after inspecting the documents of title of Vendors to the said land, site plan, sanctioned building plan, Development Agreement, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building till date and considering the price so offered by the Vendors/Confirming Party as fair, reasonable and highest have agreed to purchase from the Vendors/Confirming Party the Schedule-B property with undivided common share or interest in the stairs, open space, toilet, bore well, lift and other fittings and fixtures and other common parts services of the building, free from all encumbrances, charges, liens, lispendences, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the Schedule-B property with other common shares for a valuable consideration of Rs. _____ (Rupees _____) only.

AND WHEREAS the Vendors of these presents also requests the Purchaser/s to make the payment of the Schedule-B property to the confirming party of these present.

AND WHEREAS the parties hereto have agreed to execute in writing the terms and conditions of the agreement to avoid any future disputes and/or mis-understandings.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Vendors/Confirming Party hereby agrees to sell and transfer unto the Purchaser/s the Schedule-B property and the Purchaser/s hereby agrees to purchase the same for a valuable consideration of Rs. _____ (Rupees _____) only.

For DELTA REALTOR'S

Partner

: 17 :

2. That in pursuance of the aforesaid offer, acceptance and agreement, the Purchaser/s has/have this paid to the Vendors/Confirming Party a sum of Rs. _____ .00 (Rupees _____) only, by _____, the receipt of which is acknowledged by execution of these presents.

3. That the Purchaser/s shall pay the remaining balance amount of Rs. _____ (Rupees _____) only as particularly described in the Schedule-D given hereinunder.

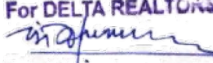
4. That the Vendors/Confirming Party shall handover the possession of the Schedule-B property after receiving full and final payment, as well as registration of the Schedule-B property and the Schedule-B property shall be completed within _____ (_____) months from the date of execution of these present and the time shall be mutually extended for another three months.

That if the Schedule-B property is completed before the stipulated period then the Vendors/Confirming Party party shall intimate the Purchaser/s in writing for the completion of the same and the Purchaser/s shall pay the balance amount and take the registration and possession of the Schedule-B property within one month from the date of intimation of completion.

5. That the consideration amount of the Schedule-B property shall be accordingly adjusted in case of deviation in the measurement of the Schedule-B property and the registration expenses of the Schedule-B property shall be borne by the Purchaser/s.

6. 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.

7. 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 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 in this respect.

For DELTA REALTORS

Partner

: 18 :

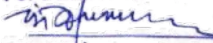
8. That the necessary Deed of Conveyance shall be executed by the Vendors/Confirming Party in favour of the Purchaser/s and/or his/theirtheir nominee/s on receiving full payment from the Purchaser/s.

9. That in case of default in payment of balance amount within the stipulated period as mentioned in Schedule-D given hereinbelow or in observance and compliance of any of the terms and conditions hereof the Vendors/Confirming Party shall be at liberty to terminate this agreement and forfeit the 10% of the consideration amount and shall be at liberty to dispose of the Schedule-B property in such manner and to such person as they may think fit and the Purchaser/s shall not be entitled to question or dispute such sale by the Vendors/Confirming Party any ground whatsoever or claim any amount whatsoever on this account.

10. That if the Vendors/Confirming Party avoids, neglects and/or fails to perform the acts as stipulated and/or accept the balance amount of the consideration and execute and register the necessary Sale Deed in favour of the Purchaser/s and/or his/her/their nominee/s with respect to the Schedule-B property, then the Purchaser/s shall be entitled to compel the Vendors/Confirming Party to receive the balance amount and execute and register necessary legal Sale Deed through the process of law and the Vendors/Confirming Party shall be liable for the entire cost of the suit together with all damages.

11. That the Vendors/Confirming Party will pay upto date gram panchayat taxes, land revenue and/or any other charges/dues if any and will obtain all necessary permissions from competent authority/ies and shall make the Schedule-B property free from all encumbrances, charges, liens, attachments, lispendences, mortgages and all or any other liabilities whatsoever, if any, for clear title and marketability of the Schedule-B property. The Purchaser/s shall have no responsibility in this respect.

12. 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 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 charged for.

For DELTA REALTORS

Partner

: 19 :

13. That the Vendors/Confirming Party covenant that the property hereby agreed to be conveyed in favour of the Purchaser/s and/or his/her/their nominees are free from all encumbrances whatsoever and in the event of any contrary the vendor/confirming party shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in consequence thereof.

14. That the Vendors/Confirming Party further covenant that in case of any defect of title and/or of possession in the Schedule-B property then the Vendors/Confirming Party shall return back the entire earnest/baina money including further payment if any made together with interest @10% P.A. to the Purchaser.

15. 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 of the Purchaser/s to the property to be conveyed at the cost of Purchaser/s.

16. That after registration of the Schedule-B property the Purchaser/s shall has/have the right to get his/her/their name/s mutated with respect to the said schedule-B property both at the Office of the B.L. & L.R.O. and taxes as may be levied upon him/her/them by the concerned authority from time to time.

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 after registration of the same in his/her/their favour.

18. 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.

19. 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.

For DELTA REALTORS

Partner

: 20 :

20. That the Purchaser/s shall be entitled to use and pay such proportionate charges for common facility if any, 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 is formed to take care of the common maintenance of the building.

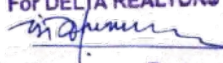
That the payment of the maintenance charge by the Purchaser/s is irrespective of his/her/their use and requirement.

21. That in case the Purchaser/s make default in payment of the proportionate share towards the COMMON EXPENSES within time allowed by the Vendors/Confirming Party or the Apartment Owners Association the Purchaser/s shall be liable to pay interest at the rate of 2% per month or part of a 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 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.

That if the maintenance charges are unpaid for 90 days then in that event the Vendors/Confirming Party shall also be at liberty to disconnect all common services attached to the Purchaser/s unit such as water supply, electricity connection and other common facilities etc. till the Purchaser/s makes the payment of all such dues altogether with interest.

22. 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 shall be entitled to remove 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.

23. That the Purchaser/s further covenants 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, the Vendors/Confirming Party shall not be held responsible in any manner whatsoever.

For DELTA REALTORS

Partner

: 21 :

24. 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.

25. That the Purchaser/s shall :

a) co-operate with the vendor in the management and maintenance of the common portions of the building.

b) 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, elevation of the building.

d) not decorate or paint or otherwise alter the colour scheme of the exterior of the said unit 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 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 roof, or in the covered or open spaces of the building or the said land not expressly sold and or granted to the Purchaser.

g) not put up or affix any board, name plate or other things or other similar articles in the common portions or outside walls or the said units or the building provided that nothing contained in this clause shall prevent the Purchaser in displaying a decent name plate in the place as specified by the vendor/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.

: 22 :

26. That the Purchaser/s shall not be entitled to park any vehicle in others parking area, common area, open space and passage within the complex.

That the Purchaser/s shall park their cars in the parking area at Ground Floor of the complex provided the same is marked and allotted to the Purchaser/s of these present any where within the complex by the Vendors/Confirming Party.

27. That the Purchaser/s hereby covenants with the Vendors/Confirming Party that he/she/they shall have no claim upon the Vendors/Confirming Party as to the construction, quality of materials used or standard of workmanship in the construction thereof including the foundation of the building and/or development, installation, erection and construction of common provisions and utilities.

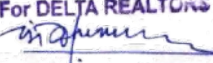
28. That the matters not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Purchaser/s and the Vendors/Confirming Party or the other occupiers of the building shall be referred for Arbitration under the Arbitration and Conciliation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

SCHEDULE-A

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, bearing Holding No. _____ 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

: 23 :

SCHEDULE - B

All that Residential Flat, being Flat No._____, measuring _____ Sq.ft. (Super built-up area) at _____ Floor in Block – _____ building of the apartment named " _____ " together with proportionate undivided share in the Schedule-A land, 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, located between the Road Zone - Electric Office & Fire Brigade Point and the Siliguri Police Station, bearing Holding No._____ in Ward No.27 of Siliguri Municipal Corporation, in the District of Darjeeling.

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 all machinery, lift, equipments and installations, comprised in the common portions including water pumps, generator 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).

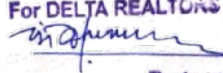
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7. Costs of formation and operation of the service organisation including the Office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services 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 use and enjoyment of the common portions.
10. All other expenses and/or outgoings as are incurred by the Vendors/Confirming Party and/or the service organisation for the common purposes.

SCHEDULE-D

(PAYMENT SCHEDULE OF THE BALANCE AMOUNT OF Rs. _____)

A at the time of Foundation	15%
A at the time of Roof Casting	15%
A at the time of Brick Wall	15%
A at the time of Plastering	15%
at the time of Flooring	15%
A at the time of Wall Putty	10%
A at the time of Completion	10%
A at the time of Registration	5%

For DELTA REALTORS

Partner

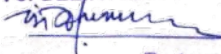
: 25 :

IN WITNESSES WHEREOF the parties hereto have put their respective signatures on these presents on the day month and year first above written.

WITNESSES :

1.

2.

For DELTA REALTORS

Partner

VENDORS

PURCHASER/S

CONFIRMING PARTY

Drafted, readover and explained by:

K.K. Kedia
Advocate, Siliguri
E.No.F/6/92.