

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made on this the \_\_\_\_ day of \_\_\_\_\_, Two Thousand Twenty-Six (2026).

**BETWEEN**

**(1) MR. SUBHASH NASKAR ALIAS SUBHASH CHANDRA NASKAR ALIAS SUBHAS NASKAR (PAN – AICPN9469N), (AADHAAR NO. 225199350487), AND (2) MR. PRABHAS NASKAR ALIAS PRABHAS CHANDRA NASKAR (PAN – AMLPN6054G), (AADHAAR NO. 267710784336), both son of Late. Sailen Chandra Naskar alias Sailen Naskar,** both by occupation – Service, both by Nationality – Indian, both by Religion – Hindu, residing at Baghar Ghol, Banhugli, Bonhooghly Gram Panchayet, Post Office - Dingelpota, Police Station - Narendrapur, District South 24 Parganas, duly represented by their Constituted Attorney namely, **BIKASH AGARWAL (PAN-AHAPA8484B)**, son of late Rajendra Kumar Agarwal, by occupation - Business, by Religion - Hindu, by Nationality - Indian, residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Narendrapur formerly Sonarpur, Kolkata – 700084, by virtue of a General Power of Attorney registered with **Being No.002027 for the year 2026** before the office of A.D.S.R. Sonarpur, dated 06.03.2026, West Bengal, hereinafter collectively referred to as the **‘VENDORS/OWNERS/ FIRST PARTY’** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/their respective heirs, nominee, successor, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

**AND**

\_\_\_\_\_ ) son of \_\_\_\_\_, by Nationality - Indian, by faith - \_\_\_\_\_, by occupation- \_\_\_\_\_, residing at \_\_\_\_\_, P.O- \_\_\_\_\_, P.S- \_\_\_\_\_, Kolkata - \_\_\_\_\_, District- \_\_\_\_\_, hereinafter referred to as the **“PURCHASER”** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its respective heirs, nominee, successor, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

**AND**

- (1) MR. BIKASH AGARWAL (PAN- AHAPA8484B)**, son of late Rajendra Kumar Agarwal, by occupation - Business, by Religion - Hindu, by Nationality - Indian, residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Narendrapur formerly Sonarpur, Kolkata – 700084, District – South 24 Parganas,
- (2) DELTA REALTECH (PAN- AAXFD9553G), a registered Partnership Firm,** having its registered office 26, Mahamaya Mandir Road, Post Office Garia, Police Station Narendrapur, Kolkata 700084, District South-24 Parganas, West

Bengal, duly represented by its Partners namely, **(1) MR. BIKASH AGARWAL (PAN- AHAPA8484B)**, son of Late Rajendra Kumar Agarwal, by faith- Hindu, by Nationality- Indian, by occupation- Business, resident of 2052, Chakgaria, Upohar Condovilla, Panchasayar, Post Office- Panchasayar, Police Staion- Survey Park, Kolkata-700094, District South 24 Parganas, West Bengal, **(2) MRS. RESHMI BHOWMICK (PAN- BIJPB4081N)**, daughter of Mr. Ranjit Kumar Bowmick, by religion Hindu, by occupation - Business, by Nationality - Indian, residing at 3/141A, Vidyasagar Upanibesh, Post Office Naktala, Police Station Bansdroni, Kolkata 700047, District South-24 Parganas, West Bengal, duly represented by partner no. **(1) MR. BIKASH AGARWAL (PAN- AHAPA8484B)**, son of Late Rajendra Kumar Agarwal, by faith- Hindu, by Nationality- Indian, by occupation- Business, resident of 2052, Chakgaria, Upohar Condovilla, Panchasayar, Post Office- Panchasayar, Police Staion- Survey Park, Kolkata-700094, District South 24 Parganas, West Bengal, by virtue of a General Power of Attorney registered with Being No. 00275 for the Year 2025 before the office of Additional District Sub-Registrar Sonarpur dated 14.08.2025, hereinafter referred to as the **“CONFIRMING PARTY”** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its respective heirs, nominee, successor, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

**BACKGROUND;-**

**DETAILS OF L.R. DAG NO. 77 & R.S. DAG NO. 75**

**WHEREAS**, one **HARI PADA NASKAR @ HARIPADA NASKAR** was the absolute R.S. recorded Owner of all that entire area of Land admeasuring **145 decimal** be the same a little more or less comprised in Mouza- Dingelpota, J.L. No. 69, R.S. No. 221, Touzi No. 15, Paragana Magura, split of land measuring is given hereunder below:

<b>R.S. DAG</b>	<b>R.S. KHATIAN</b>	<b>L.R. DAG</b>	<b>TOTAL AREA IN DECIMAL</b>
<b>75</b>	380	77	145
<b>Total in Decimal</b>			<b>145 decimal</b>

under R.S. Khatian No. 380 comprising R.S. Dag No. 75 corresponding to L.R. Dag No. 77, Additional District Sub Registrar – Sonarpur, Police Station Narendrapur formerly Sonarpur, District – South-24 Pargana the then 24 Pargana, West Bengal, Pincode - 700103, within the limits of Bonhooghly Gram Panchayet in Mouza-

Dingelpota, J.L. No. 69, R.S. No. 221, Touzi No. 15, Paragana Magura, Block – Sonarpur and having physically possessing the same without any disturbance from any other whatsoever by paying Government rent thereon absolutely.

**AND WHEREAS** said **HARI PADA NASKAR @ HARIPADA NASKAR** sold, transferred and conveyed **ALL THAT** entire area of land admeasuring **145 decimal** be the same a little more or less comprised under R.S. Khatian No. 380 comprising R.S. Dag No. 75 corresponding to L.R. Dag No. 77, Additional District Sub Registrar – Sonarpur, Police Station Narendrapur formerly Sonarpur, District – South-24 Pargana the then 24 Pargana, West Bengal, Pincode - 700103, within the limits of Bonhooghly Gram Panchayet in Mouza- Dingelpota, J.L. No. 69, R.S. No. 221, Touzi No. 15, Paragana Magura, Block – Sonarpur in Mouza- Dingelpota, J.L. No. 69, R.S. No. 221, Touzi No. 15, Paragana Magura, in favour of his son namely **‘Sailen Chandra Naskar alias Sailen Naskar’** written in vernacular by virtue of Two Bengali Saaf Bikroy Kobala i.e. Deed of Conveyance registered with **Being No. 126 for the Year 1974** before the Additional Sub-Registrar Sonarpur dated 21.01.1974 and **Being No. 884 for the Year 1975** before the Additional Sub-Registrar Sonarpur dated 28.02.1975.

**AND WHEREAS** said **SAILEN CHANDRA NASKAR alias SAILEN NASKAR** son of late Haripada Naskar @ Hari Pada Naskar became the absolute owner of **ALL THAT** entire area of land admeasuring **145 decimal** be the same a little more or less comprised under R.S. Khatian No. 380 comprising R.S. Dag No. 75 corresponding to L.R. Dag No. 77 appertaining to L.R. Khatian Nos. 415, Additional District Sub Registrar – Sonarpur, Police Station Narendrapur formerly Sonarpur, District – South-24 Pargana the then 24 Pargana, West Bengal, Pincode - 700103, within the limits of Bonhooghly Gram Panchayet in Mouza- Dingelpota, J.L. No. 69, R.S. No. 221, Touzi No. 15, Paragana Magura, Block – Sonarpur in Mouza- Dingelpota, J.L. No. 69, R.S. No. 221, Touzi No. 15, Paragana Magura, Block – Sonarpur, and

having physically possessing the same without any disturbance from any other whatsoever by paying Government rent thereon absolutely.

**AND WHEREAS** said **SAILEN CHANDRA NASKAR alias SAILEN NASKAR** son of Late Haripada Naskar sold, transferred and conveyed all that divided and demarcated piece and parcel of land admeasuring **“1 (One) Bigha 9(Nine) Cottah 5(Five) Chittacks and 39 (Thirty Nine) Square Feet equivalent to 48 Decimal”** a bit more or less out of the entire area of land **145 decimal**, be the same a little more or less comprised under R.S. Khatian No. 380 comprising R.S. Dag No. 75 corresponding to L.R. Dag No. 77, Additional District Sub Registrar – Sonarpur, Police Station Narendrapur formerly Sonarpur, District – South-24 Pargana the then 24 Pargana, West Bengal, Pincode - 700103, within the limits of Bonhooghly Gram Panchayet in Mouza- Dingelpota, J.L. No. 69, R.S. No. 221, Touzi No. 15, Paragana Magura, Block – Sonarpur in Mouza- Dingelpota, J.L. No. 69, R.S. No. 221, Touzi No. 15, Paragana Magura, in favour of **‘Soma Das’, ‘Chhanda Das’, ‘Sujan Das’ and ‘Subir Das’** written in vernacular by virtue of one Bengali Saaf Bikroy Kobala i.e. Deed of Conveyance registered with **Being No. 2115 for the Year 1999** dated 10.08.1999 before the District Sub-Registrar – IV, Alipore, South 24 Parganas.

**AND WHEREAS** said **SAILEN CHANDRA NASKAR alias SAILEN NASKAR** son of late Haripada Naskar @ Hari Pada Naskar out of his natural love and affection gifted, transferred and bequeathed all that divided and demarcated piece and parcel of land admeasuring **“95 Decimal”** a bit more or less out of the entire area of land **145 decimal**, be the same a little more or less comprised under R.S. Khatian No. 380 comprising R.S. Dag No. 75 corresponding to L.R. Dag No. 77, Additional District Sub Registrar – Sonarpur, Police Station Narendrapur formerly Sonarpur, District – South-24 Pargana the then 24 Pargana, West Bengal, Pincode - 700103, within the limits of Bonhooghly Gram Panchayet in Mouza- Dingelpota, J.L. No. 69, R.S. No. 221, Touzi No. 15, Paragana Magura, Block – Sonarpur in

Mouza- Dingelpota, J.L. No. 69, R.S. No. 221, Touzi No. 15, Paragana Magura, in favour of his two sons namely **“Subhash Chandra Naskar alias Subhash Naskar”** and **“Prabhas Chandra Naskar alias Prabhas Naskar”** written in vernacular by virtue of one Bengali **Daan Patra Dalil i.e. Deed of Gift** registered with **Being No. 5998 for the Year 2000** dated 10.07.2000 before the Additional District Sub-Registrar – Sonarpur, South 24 Parganas.

**AND WHEREAS** said **SAILEN CHANDRA NASKAR alias SAILEN NASKAR** son of late Haripada Naskar @ Hari Pada Naskar died intestate leaving behind his wife namely **Sunita Naskar** and two sons namely **“Subhash Chandra Naskar alias Subhash Naskar”** and **“Prabhas Chandra Naskar alias Prabhas Naskar”** and **three daughters namely “Mangala Naskar”, “Jharna Mondal” and “Aparna Mondal”** who became the absolute joint owners of all that piece and parcel of land admeasuring **2 Decimal** out of the entire area of land measuring **145 decimal, each having 0.34 Decimal**, be the same a little more or less comprised under R.S. Khatian No. 380 comprising R.S. Dag No. 75 corresponding to L.R. Dag No. 77 appertaining to L.R. Khatian Nos. 415, 703 and 704, Additional District Sub Registrar – Sonarpur, Police Station Narendrapur formerly Sonarpur, District – South-24 Pargana the then 24 Pargana, West Bengal, Pincode - 700103, within the limits of Bonhooghly Gram Panchayet in Mouza- Dingelpota, J.L. No. 69, R.S. No. 221, Touzi No. 15, Paragana Magura, Block – Sonarpur, and having physically possessing the same without any disturbance from any other whatsoever by paying Government rent thereon absolutely.

**AND WHEREAS** said **“Subhash Chandra Naskar alias Subhash Naskar”** and **“Prabhas Chandra Naskar alias Prabhas Naskar”** and **three daughters namely “Mangala Naskar”, “Jharna Mondal” and “Aparna Mondal”** jointly sold/transferred/conveyed **ALL THAT** piece and parcel undivided land admeasuring **2 Decimal** out of the entire area of land measuring **145 decimal, each having 0.34 Decimal**, be the same a little more or less comprised under R.S.

Khatian No. 380 comprising R.S. Dag No. 75 corresponding to L.R. Dag No. 77 appertaining to L.R. Khatian Nos. 415, 703 and 704, Additional District Sub Registrar – Sonarpur, Police Station Narendrapur formerly Sonarpur, District – South-24 Pargana the then 24 Pargana, West Bengal, Pincode - 700103, within the limits of Bonhooghly Gram Panchayet in Mouza- Dingelpota, J.L. No. 69, R.S. No. 221, Touzi No. 15, Paragana Magura, Block – Sonarpur in favour **Bikash Agarwal** by virtue of a **Deed of Conveyance Being No. 805544 for the Year 2025** dated 17.06.2025 before the Additional District Sub-Registrar – Sonarpur, South 24 Parganas.

**AND WHEREAS** said “**Subhash Chandra Naskar alias Subhash Naskar**” and “**Prabhas Chandra Naskar alias Prabhas Naskar**” and **Bikash Agarwal** became the absolute joint owners of **ALL THAT** piece and parcel of land admeasuring **97 Decimal** out of the entire area of land measuring **145 decimal**, be the same a little more or less comprised under R.S. Khatian No. 380 comprising R.S. Dag No. 75 corresponding to L.R. Dag No. 77 appertaining to **L.R. Khatian No’s. 1238, 1239**, and the split of ownership of land is given hereunder;

<b>Name of Owner</b>	<b>Mouja</b>	<b>J.L</b>	<b>R.S. Dag No.</b>	<b>L.R. Dag No.</b>	<b>Area of Land</b>
<b>Subhash Chandra Naskar alias Subhash Naskar</b>	Dingelpota	69	75	77	47.5 Decimal out of 97 Decimal
<b>Prabhas Chandra Naskar alias Prabhas Naskar</b>	Dingelpota	69	75	77	47.5 Decimal out of 97 Decimal
<b>Bikash Agarwal</b>	Dingelpota	69	75	77	2 Decimal out of 97 Decimal

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Additional District Sub Registrar – Sonarpur, Police Station Narendrapur formerly Sonarpur, District – South-24 Pargana the then 24 Pargana, West Bengal, Pincode - 700103, within the limits of Bonhooghly Gram Panchayet in Mouza- Dingelpota, J.L. No. 69, R.S. No. 221, Touzi No. 15, Paragana Magura, Block – Sonarpur, and having physically possessing the same without any disturbance from any other whatsoever by paying Government rent thereon absolutely.

**AND WHEREAS I/We “Subhash Chandra Naskar alias Subhash Naskar”, “Prabhas Chandra Naskar alias Prabhas Naskar”, the OWNERS herein along with “Bikash Agarwal” and “Delta Realtech” Confirming party herein** individually and jointly seized and possessed of **ALL THAT** divided and demarcated piece and parcel of land admeasuring **97 Decimal** out of the entire area of land measuring **145 decimal**, be the same a little more or less comprised in Mouja Dingelpota, J.L. 69 under R.S. Khatian Nos. 380 comprising R.S. Dag No. 75 corresponding to L.R. Dag No. 77, appertaining to **L.R. Khatian No’s. 1238, 1239**, under Additional District Sub Registrar – Sonarpur, Police Station Narendrapur formerly Sonarpur, Block – Sonarpur, within the limits of Bonhooghly Gram Panchayet, District – South-24 Pargana the then 24 Pargana, West Bengal, along with the easementary rights and hereditaments attached therewith hereinafter referred to as **“TOTAL PROPERTY”** morefully and particularly described in the **“FIRST SCHEDULE”** hereunder.

**AND WHEREAS** said **“Subhash Chandra Naskar alias Subhash Naskar”** and **“Prabhas Chandra Naskar alias Prabhas Naskar”** in respect of development and selling of land was/were seeking for such entity to look after, manage and transfer the land to the appropriate intending purchaser and appointed lawful Constituted Attorney to Mr. Bikash Agarwal, to sell, transfer, convey of land by virtue of General Power of Attorney registered with **Being No.002027 for the year 2026** before the office of A.D.S.R. Sonarpur, dated 06.03.2026.

**AND WHEREAS** the **VENDOR** and **CONFIRMING PARTY** herein, owing to urgent need of money intended and declared to sale, transfer or convey **ALL THAT** divided and demarcated piece and parcel of land measuring **02 Katha 03 Chittack 31 Sq. Ft., a bit more or less** identified as **Plot no. 07** out of the land admeasuring **97 Decimal** out of the entire area of land measuring **145 decimal**, together with all easementary rights marked and delineated in the colour **RED** in the **SITE PLAN**, be the same a little more or less comprised in Mouja Dingelpota, J.L. 69 under R.S. Khatian Nos. 380 comprising R.S. Dag No. 75 corresponding to L.R. Dag No. 77, appertaining to L.R. Khatian Nos. 1238, 1239, under Additional District Sub Registrar – Sonarpur, P.O – Dingelpota, Police Station Narendrapur formerly Sonarpur, Block – Sonarpur, within the limits of Bonhooghly Gram Panchayet, District – South-24 Pargana the then 24 Pargana, West Bengal, Kolkata- 700151, herein after called and referred to as the **SAID PROPERTY** absolutely to the intending buyer or buyers at and for a total consideration **RS. \_\_\_\_\_/- ( \_\_\_\_\_ ) only** being the highest market price of the locality.

**AND WHEREAS** said “**Subhash Chandra Naskar alias Subhash Naskar**” and “**Prabhas Chandra Naskar alias Prabhas Naskar**”, First Party herein, and “**Bikash Agarwal**” and **Delta Realtech**” the **Third Party** herein due to urgent need of money approached to the Purchaser herein to sell/transfer/convey the land described in the “**SECOND SCHEDULE**” at a Total consideration of **Rs. \_\_\_\_\_/- ( \_\_\_\_\_ ) ONLY** Per cottah with mutual understandings between them and the Third party herein after plotting of the same in several identified and demarcated plots shown into the Site Plan approached to the Second Party, the **PURCHASER** herein to purchase the land described in the “**SECOND SCHEDULE**” hereunder at a TOTAL consideration of **RS. \_\_\_\_\_/- ( \_\_\_\_\_ ) only**.

**AND WHEREAS** now the “**Subhash Chandra Naskar alias Subhash Naskar**” and “**Prabhas Chandra Naskar alias Prabhas Naskar**” the vendors herein together with “**Bikash Agarwal**” and “**Delta Realtech**” the confirming party herein having confirmed and having declared that the Said Property is free from all encumbrances, lien, lispendences, acquisition or requisition and trusts whatsoever, and there is no impediment legal or otherwise to sell, develop, mortgage, transfer, convey, assign and assure the Said Property, jointly approached the Purchaser herein, morefully described in the **SCHEDULE** below.

**AND WHEREAS** the said, the **First Party** and **Third Party** herein, approached by the Purchaser/Second Party herein, for selling/transferring/conveying the Said Property more fully described in the **SECOND SCHEDULE** hereunder written, within the limits of Bonhooghly Gram Panchayet and the Purchaser herein, have accepted the said proposal of the **First Party** herein referred to as the “**SAID PROPERTY**”.

**AND WHEREAS** the **PURCHASER** approached the **VENDOR** and **CONFIRMING PARTY** and entered into an Agreement for sale with the purchaser herein on ..... on terms and conditions therein mentioned.

**AND WHEREAS** by virtue of an agreement for sale dated ..... made between the Purchaser herein and the Vendors/Owners herein and the Confirming Party, the Purchaser herein agreed to purchase the **SAID PROPERTY** being **ALL THAT** divided and demarcated piece and parcel of land measuring **02 Katha 03 Chittack 31 Sq. Ft., a bit more or less** identified as **Plot no. 07** out of the land admeasuring **97 Decimal** out of the entire area of land measuring **145 decimal**, together with all easementary rights marked and delineated in the colour **RED** in the **SITE PLAN**, be the same a little more or less comprised in Mouja Dingelpota, J.L. 69 under R.S. Khatian Nos. 380 comprising R.S. Dag No. 75 corresponding to L.R. Dag No. 77, appertaining to L.R. Khatian Nos. 1238, 1239, under Additional District Sub Registrar – Sonarpur, P.O – Dingelpota, Police Station Narendrapur formerly Sonarpur, Block – Sonarpur, within the limits of Bonhooghly Gram Panchayet, District – South-24 Pargana the then 24 Pargana, West Bengal, Kolkata- 700151, herein after called and referred to as the **SAID PROPERTY** absolutely to the intending buyer or buyers at and for a total consideration of **RS. \_\_\_\_\_/- ( \_\_\_\_\_/- ) only** being the highest market price of the locality, P.O. Dingelpota, and Police Station Narendrapur formerly Sonarpur, presently within the limits of **Bonhooghly Gram Panchayet, Additional District Sub Registrar Office, Sonarpur, District South 24 Parganas**, at and for a total consideration of **RS. \_\_\_\_\_/- ( \_\_\_\_\_/- ) only** considering the same being the highest market price of the locality and the **VENDOR** has agreed and accepted the said proposal of the **PURCHASER**.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement dated ..... and in consideration of that on payment of **RS. \_\_\_\_\_/- ( \_\_\_\_\_/- ) only** as per Memo of Consideration hereunder written by the **PURCHASER** to the

**CONFIRMING PARTY** and/or **VENDORS** at or before this presents (the payment whereof the **VENDOR** do hereby and hereunder admit and acknowledge and acquit release the **PURCHASER** and the **SAID PROPERTY** hereby conveyed) the **VENDOR** do hereby sell transfer alienate convey and assure unto the **PURCHASER** forever free from all encumbrances **ALL THAT** divided and demarcated piece and parcel of land measuring **02 Katha 03 Chittack 31 Sq. Ft., a bit more or less** identified as **Plot no. 07** out of the land admeasuring **97 Decimal** out of the entire area of land measuring **145 decimal**, together with all easementary rights marked and delineated in the colour **RED** in the **SITE PLAN**, be the same a little more or less comprised in Mouja Dingelpota, J.L. 69 under R.S. Khatian Nos. 380 comprising R.S. L.R. Khatian Nos. 1238, 1239, under Additional District Sub Registrar – Sonarpur, P.O – Dingelpota, Police Station Narendrapur formerly Sonarpur, Block – Sonarpur, within the limits of Bonhooghly Gram Panchayet, District – South-24 Pargana the then 24 Pargana, West Bengal, Kolkata- 700151, herein after called and referred to as the **SAID PROPERTY**, more fully described in the **SCHEDULE** below hereunder written **OR HOWSOEVER** otherwise the **SAID PROPERTY** now or heretofore were or was situated butted bounded called known numbered described and distinguished **TOGETHERWITH ALL** benefit and advantage of ancient and other lights, liberties, easements, privileges, appendages and appurtenances, whatsoever, to the **SAID PROPERTY** or any part thereof belonging to or in any way appertaining to or with the same or any part thereof usually held used occupied of enjoyed or reputed to belong or be appurtenant thereto **AND** issues and profits thereof and of any part thereof **AND ALL** the deeds, pattahs, muniments, writings and evidence of title which is anyway relate to the **SAID PROPERTY** or any part or parcel thereof and which now are or hereafter shall or may be in the custody power or possession of the **VENDOR** their heirs, executors, administrators, representatives or any person from where she can or may produce the same without action on suit at law or in equity. **TO HAVE AND TO HOLD** the **SAID PROPERTY** and every part thereof hereby granted sold conveyed and transferred or expressed and intended so to be with the rights and appurtenances unto the use of the **PURCHASER** his executors, administrators, representatives, and assignees forever **AND** the **VENDOR** and **CONFIRMING PARTY** do hereby their self, their

heirs, executors, administrators and representatives covenant with the **PURCHASER** his executors, administrators, representatives and assignees THAT notwithstanding any act, deed or things, whatsoever, by the **VENDOR** or by **CONFIRMING PARTY** any of their predecessors and ancestors in title done or executed or knowingly suffered to the contrary the **VENDOR** and **CONFIRMING PARTY** have at all material times heretofore and now have good right, full powers absolute authority and indefeasible title grant, sell, convey transfer assign and assure the **SAID PROPERTY** hereby granted, sold, conveyed and transferred or expressed or intended as to be into and to the use of the **PURCHASER** their executors, administrators, representatives and assignees in the manner aforesaid **AND THAT** the **PURCHASER** their executors, administrators, representatives and assignees shall and may at all times hereafter peaceably equitably possess and enjoy the **SAID PROPERTY** and every part thereof and receive the rents issues and profits thereon without any lawful eviction interruption claim or demand, whatsoever, from or by the **VENDOR** or any person or persons lawfully or equitably claiming from under or in trust to them or from or under any of their ancestor or predecessors in title and that free and clear and truly and clearly absolutely acquitted exonerated and released or otherwise by and at her costs and expenses of the **VENDOR** will and sufficiently indemnified of from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances, whatsoever, made or suffered by the **VENDOR** or any of her ancestors or predecessors in title or any person or persons lawfully or equitably claiming as aforesaid AND FURHTER THAT the **VENDOR** and all persons having lawfully or equitably claimant any estate or interest, whatsoever, in the **SAID PROPERTY** shown on the administrators, representatives and assignees do and execute or cause to be done and executed all such acts, deeds and things, whatsoever, for further better and more perfectly assigning the **SAID PROPERTY** and every part hereof unto and to the use of the **PURCHASER** his executors, administrators, representatives and assignees accordingly to the true intend and meaning of this Deed as shall or may be reasonably required AND FURTHER THAT the **VENDOR** and all their heirs, executors and administrators shall at all time thereafter indemnify and keep indemnified the **PURCHASER** his executors, administrators,

representatives and assignees, if any suffered by reason of any defect in the recital of the title of the **VENDOR** for any breach of the covenant hereunder contained.

**The Vendors and the Developer do hereby covenant with the Purchaser as follows:-**

- 1. NOTWITHSTANDING** anything hereinbefore done or suffered to the contrary, the owners/Vendors have good and absolute right, title and authority to grant, convey, transfer, assign and assure all that the said plot mentioned in the **SECOND SCHEDULE** hereunder written along with common area with amenities and facilities provided thereat and described hereunder and all the rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred unto the Purchaser in the manner aforesaid and that the owners/Vendors and the confirming party have not done or suffered knowingly from anything whereby the said flat and Car parking space may be encumbered, affected or impeached in respect of the estate, title or otherwise.
- 2.** That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever now subsisting etc. or proceeding pending and have not been offered as security or otherwise to any authority whatsoever or howsoever in respect of the said Plot.
- 3.** That the Purchaser shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from and out of the said Plot without any let or hindrance, interruption, claim, disturbances or demand from or by the owners/Vendors or the Developer/confirming party or any person or persons claiming through or under or in trust for the owners/Vendors without any lawful eviction, let, hindrance, interruption or disturbances by any person or persons whatsoever.
- 4.** All the taxes, land revenue and other impositions payable in respect of the said Plot up to the date of handing over the possession of the same to the Purchaser, shall be paid by the Owners/Vendors and if any portion of any tax, impositions etc. be found to have remained unpaid for the period as mentioned

above, liability shall be of the owners/Vendors to pay the same and if the same is paid by the Purchaser then it will be recoverable from Owners/Vendors prior to the date of delivery of possession of the said Plot unto and in favour of the Purchaser and the Purchaser shall pay the entire taxes and outgoings in respect of the said Plot after the instant Deed of Conveyance is registered, possession given subject to the formation of the Association as mentioned here to when the Purchaser shall pay the Government Rent and Municipal taxes and other outgoings exclusively for the said Plot and shall pay for all the common portions proportionately to the said Association as would be so directed .

**5.** The owners/Vendors shall at all times do and execute all such acts, deeds, things and assurances as may be reasonably required by the Purchaser for better or further effectuating and assuring the conveyance hereby made or the title of the Purchaser to the property hereby sold and conveyed or any mistake or deficiency to the extent of description or other particulars of the said property.

**6.** The Purchaser, their heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, sell, convey and assign the said flat and Car parking space.

**7.** The Purchaser shall not cause any obstruction to the others in any manner in the entrance or exit or to user of any common space in the premises, keep any dirt/rubbish/refuse etc. save and expect the place is reserved for the said purpose.

**8.** If the Vendors/Developer in future purchase/develop adjacent to the said land and amalgamate the same for construction of another phases or blocks and for such construction the common entrance road as well as common facilities is to be used for free access to the new Phase/Block in that event the Purchaser/s of the apartment shall have no right to claim or demand whatsoever and also shall not raise any objection for the same whatsoever and if the Purchaser/s of the apartment and anybody claiming through or under

him, that shall be null and void and inoperative before all courts of law and Purchaser/s also execute NOC in affidavit as may be required by the competent authority of Bonhooghly Gram Panchayet or any authority whatsoever.

If the Vendors/Confirming Party in future purchase/develop adjacent land to the said land and amalgamate the same for construction of another plots/land then the Purchaser/s shall not raise any objection with regard to the amalgamation and easementary rights attached thereto and for obtaining holding number and Sanction Plan for construction of another plots/land and if the Purchaser/s of the apartment and anybody claiming through or under him, that shall be null and void and inoperative before all courts of law.

The Purchaser/s shall also sign No Objection Certificate for amalgamation and easementary rights and shall also execute indenture of Easement, if required, for obtaining holding number and Sanction Plan for construction of another plots/land.

**9.** The Purchaser shall pay the proportionate share of tax of the premises with other co-owners until or unless their names are separately assessed by the Bonhooghly Gram Panchayet.

**10.** That the Purchaser shall not store any inflammable article, fireworks install any machinery, electrical motor and/or start any hotel business in the said plot which may cause sound pollution/air pollution, smoke etc to the occupant of the other plots in the building.

**11.** That the Purchaser shall pay the proportionate share of premium of the Insurance for the said plot if any.

**12.** The vendors/confirming party shall provide copy of the said plan duly sanctioned by the Bonhooghly Gram Panchayet/appropriate authority to the Purchaser/s within 15 days after receiving the same from the competent authority.

**13.** The Purchaser shall also bear all other cost and expenses

proportionately for the building or any common part or space thereof with the other flat owners inclusive of the owners/Vendors (or previous land lord) herein.

**14.** Purchaser herein shall use and enjoy all common facilities and amenities, with the plot owners/occupiers of the adjacent land/plot of the aforesaid housing projects christened as "**Silverwoods**".

**15.** Indemnification by the Vendor about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Owners/Vendors about the correctness of the owners/Vendors' title, which if found defective or untrue at any time, the owners/Vendor, shall forthwith, take all necessary steps to remove and/or rectify the same.

#### **FIRST SCHEDULE ABOVE REFERRED**

##### **TOTAL PROPERTY**

**ALL THAT** divided and demarcated piece and parcel of land admeasuring **97 Decimal** out of the entire area of land measuring **145 decimal**, be the same a little more or less comprised in Mouja Dingelpota, J.L. 69 under R.S. Khatian Nos. 380 comprising R.S. Dag No. 75 corresponding to L.R. Dag No. 77, appertaining to L.R. Khatian Nos. 1238, 1239, under Additional District Sub Registrar – Sonarpur, Police Station Narendrapur formerly Sonarpur, Block – Sonarpur, within the limits of Bonhooghly Gram Panchayet, District – South-24 Pargana the then 24 Pargana, West Benga, Pincode – 700151, District – South-24 Pargana, West Bengal, **demarcated and delineated into the separate plot nos. identified into the Site plan in color RED herewith, along with the easementary rights and hereditaments attached therewith.**

**The PROPERTY is on Road.**

**Proposed structure erected on the plot shall be the part of the proposed project called and named "SILVERWOODS".**

#### **SECOND SCHEDULE ABOVE REFERRED**

##### **SAID PROPERTY**

**ALL THAT** divided and demarcated piece and parcel of land measuring **02 Katha 03 Chittack 31 Sq. Ft., equivalent to 3.68 deci, a bit more or less** identified

as **Plot no. 07** out of the land admeasuring **97 Decimal** out of the entire area of land measuring **145 decimal**, together with all easementary rights marked and delineated in the colour **RED** in the **SITE PLAN**, comprised in Mouja Dingelpota, J.L. 69 under R.S. Khatian Nos. 380 comprising R.S. Dag No. 75 corresponding to L.R. Dag No. 77, appertaining to L.R. Khatian Nos. 1238, 1239, under Additional District Sub Registrar – Sonarpur, Police Station Narendrapur formerly Sonarpur, Block – Sonarpur, within the limits of Bonhooghly Gram Panchayet, District – South-24 Pargana the then 24 Pargana, West Bengal, Kolkata- 700151, **along with the easementary rights and hereditaments attached therewith, and it is butted and bounded by:**

- On the North** : Plot no.08
- On the East** : 10 Meter Wide Internal Road
- On the South** : Plot no.06
- On the West** : R.S Dag No. 75(P)

**The SAID PROPERTY is on Road.**

**Proposed structure erected on the plot shall be the part of the proposed project called and named “SILVERWOODS”.**

**IN WITNESS WHEREOF** the **VENDOR** and the **PURCHASER** and the **CONFIRMING PARTY** have signed this **INDENTURE** on the day, month and year first above written.

SIGNED, SEALED & DELIVERED  
BY THE PARTIES

IN THE PRESENCE OF WITNESSES: –

1)

2)

**SIGNATURE OF THE VENDOR**

**SIGNATURE OF THE PURCHASER**

**SIGNATURE OF THE CONFIRMING PARTY**

**DRAFTED BY**

**MEMO OF CONSIDERATION**

**RECEIVED** from the within named **PURCHASER** the within mentioned sum of **RS.** \_\_\_\_\_ /- ( \_\_\_\_\_ ) **only** being the full consideration money in respect of the **SAID PROPERTY** in the following manner:-

<b><u>REMITTER NAME</u></b>	<b><u>Mode of Payment</u></b>	<b><u>Date</u></b>	<b><u>Bank</u></b>	<b><u>PAYEE</u></b>	<b><u>AMOUNT</u></b>

<b>TOTAL IN RUPEE</b>				<b>Rs. _____/-</b>	

**RS. \_\_\_\_\_ /- ( \_\_\_\_\_ ) only.**

**WITNESSES**

1)

2)

**SIGNATURE OF THE VENDOR**

**SIGNATURE OF THE CONFIRMING PARTY**