

**DEED OF CONVEYANCE**

1. **Date :**

2. **Place : Kolkata**

3. **Parties :**

3.1 **SWASTI REAL INFRA PRIVATE LIMITED [PAN : AAMCS0142C]**, a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at CB-10/14, Deshbandhu Nagar, Baguiati, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.

The said Swasti Real Infra Private Limited duly represented by its constituted attorney, **SHREERUDRAM INFRA & ALLIED SERVICES PRIVATE LIMITED [PAN : ABGCS4661M] & [CIN : U70200WB2021PTC246509]**, a Private Limited Company, incorporated under the provisions of Companies Act, 1956, having its office address at CB-10/14, Deshbandhu Nagar, Baguiati, LP-10/10, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, by executing a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 15.03.2023, registered in the office of the A.R.A. Kolkata-II, and recorded in Book No. I, Volume No. 1902-2023, Page from 112651 to 112670, being Deed No. 190203435 for the year 2023.

Hereinafter called and referred to as the **“LANDOWNER/VENDOR”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their director in office, office bearers, executors, administrators, representatives and assigns) of the **FIRST PART.**

**AND**

3.2 ..... [PAN. ....], [AADHAAR NO. ....] & [MOBILE NO. ....], son/wife/daughter of ....., by faith - ....., by occupation - ....., by nationality - Indian, residing at ....., P.O. ...., P.S. ...., District - ....., Pin - ....., State - .....

Hereinafter called and referred to as the **“PURCHASER”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

**AND**

3.3 **SHREERUDRAM INFRA & ALLIED SERVICES PRIVATE LIMITED [PAN : ABGCS4661M] & [CIN : U70200WB2021PTC246509]**, a Private Limited Company, incorporated under the provisions of Companies Act, 1956, having its office address at CB-10/14, Deshbandhu Nagar, Baguiati, LP-10/10, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, represented by its Directors namely (1) **SAJAL DAS [PAN : AGCPD3106G], [AADHAAR NO. 884514307847] & [MOBILE NO. 9433016946]**, son of Late Ajit Kumar Das, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at CB-10/14, Deshbandhu Nagar, Baguiati, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, (2) **DILIP KUMAR FOGLA [PAN : AACPF9703D], [AADHAR NO. 384696339607] & [MOBILE NO. 9836644615]**, son of Kisan Lal Fogla, by faith - Hindu, by occupation- business, by nationality- indian, residing at Flat No. 367, 6th Floor, 11, Watkins Lane, P.O. Salkia, P.S. Golabari, District - Howrah, Pin - 711 101, West Bengal

Hereinafter called and referred to as the **“DEVELOPER/CONFIRMING PARTY”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their director in office, office bearers, executors, administrators, representatives and assigns) of the **THIRD PART**.

Landowner/Vendor, Purchaser and the Developer/Confirming Party collectively Parties and individually Party.

**NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-**

4. **Subject Matter of Conveyance :**

4.1 **Transfer of Said Flat & Appurtenances :**

4.1.1 **Said Flat/Said Property : ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. ‘.....’**, on the ..... **Floor**, ..... **Side**, measuring ..... **Square Feet be the same a little more or less of super built up area corresponding to ..... Square Feet be the same a little more or less of carpet area**, lying and situated in the building, which is morefully described in the Second Schedule hereunder written, lying and situate on the plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said flat/said property, lying in the said building **[SOLD PROPERTY/SAID PROPERTY]**.

5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS**

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5.1 **Representations and Warranties Regarding Title** : The Landowner/Vendor and the Developer/Confirming Party have made the following representation to the Purchaser regarding title.

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF SWASTI REAL INFRA PRIVATE LIMITED, LANDOWNER HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, AS IS FOLLOWS :**

5.1.1.1 **Purchase by Kishore Kumar Chattopadhyay from Sk. Soleman Mondal under Deed No. 6031 for the year 1964** : One Kishore Kumar Chattopadhyay, son of Kumud Bandhu Chattopadhyay purchased a land measuring (1) 44 decimals more or less comprised in Dag No. 19/325 under C.S. Khatian No. 53, R.S. Khatian No. 389, (2) 17.50 decimals more or less out of 24 decimals of land comprised in Dag No. 19 under Khatian No. 82 corresponding to Khatian No. 83, (3) 08 decimals more or less comprised in Dag No. 20 under Khatian No. 82 corresponding to Khatian No. 83, in total land measuring 69.50 decimals more or less comprised in Dag Nos. 19/325, 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), in the District North 24 Parganas, by the strength of a Registered Deed of Conveyance, registered on 10.07.1964, registered in the office of the Sub-Registrar at Barasat and recorded in Book No. I, Volume No. 65, Pages 280 to 287, being Deed No. 6031 for the year 1964.

5.1.1.2 **Sale by Kishore Kumar Chattopadhyay to Pratima Mukhopadhyay** : The said Kishore Kumar Chattopadhyay sold, transferred and conveyed the aforesaid land measuring (1) 44 decimals more or less comprised in Dag No. 19/325 under C.S. Khatian No. 53, R.S. Khatian No. 389, (2) and also land measuring 17.50 decimals more or less out of 24 decimals of land comprised in Dag No. 19 under Khatian No. 82 corresponding to Khatian No. 83, (3) and also land measuring 08 decimals more or less comprised in Dag No. 20 under Khatian No. 82 corresponding to Khatian No. 83, in total land measuring 69.50 decimals more or less comprised in

Dag Nos. 19/325, 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), in the District North 24 Parganas, to one Pratima Mukhopadhyay, wife of Sisir Kumar Mukhopadhyay, by the strength of a Registered Deed of Conveyance, registered on 25.05.1970, registered in the office of the Sub-Registrar at Barasat and recorded in Book No. I, Volume No. 64, Pages 225 to 227, being Deed No. 6086 for the year 1970.

5.1.1.3 **Demise of Pratima Mukhopadhyay** : The said Pratima Mukhopadhyay died intestate on 10.06.1973, leaving behind her husband, the said Sisir Kumar Mukhopadhyay and only daughter namely Sona Rekha Mukhopadhyay, then a minor, as her legal heirs and successors in interest in respect of the aforesaid property, left by the said Pratima Mukhopadhyay, since deceased.

5.1.1.4 **Absolute Joint Ownership of Sisir Kumar Mukhopadhyay & Sona Rekha Mukhopadhyay** : Thus after demise of the said Pratima Mukhopadhyay, the said (1) Sisir Kumar Mukhopadhyay & (2) Sona Rekha Mukhopadhyay, became the absolute joint owners of the aforesaid land measuring (1) 44 decimals more or less comprised in Dag No. 19/325 under C.S. Khatian No. 53, R.S. Khatian No. 389, (2) and also land measuring 17.50 decimals more or less out of 24 decimals of land comprised in Dag No. 19 under Khatian No. 82 corresponding to Khatian No. 83, (3) and also land measuring 08 decimals more or less comprised in Dag No. 20 under Khatian No. 82 corresponding to Khatian No. 83, in total land measuring 69.50 decimals more or less comprised in Dag Nos. 19/325, 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), in the District North 24 Parganas.

5.1.1.5 **Permission of Sale** : The said Sisir Kumar Mukhopadhyay father and natural guardian of the said minor, Sona Rekha Mukhopadhyay applied to the Ld. District Judge at Alipore in an Application under Act 32 of 1947

and obtained permission vide order dated 09.03.1976 passed therein for sale of the undivided half share or interest of the said minor, Sona Rekha Mukhopadhyay in the said property.

- 5.1.1.6 **Sale by Sona Rekha Mukhopadhyay to Benoy Kumar Das :** The said Sona Rekha Mukhopadhyay through her natural guardian, his father, Sisir Kumar Mukhopadhyay, sold, transferred and conveyed undivided 50% share in the aforesaid total land measuring 69.50 decimals more or less comprised in Dag Nos. 19/325, 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), in the District North 24 Parganas, to one Benoy Kumar Das, son of Brajendra Kumar Das, by the strength of a Registered Deed of Conveyance, registered on 09.06.1976, registered in the office of the District Registrar, Alipore, and recorded in Book No. I, Volume No. 41, Pages 296 to 300, being Deed No. 2898 for the year 1976.
- 5.1.1.7 **Sale by Sisir Kumar Mukhopadhyay to the said Benoy Kumar Das :** The said Sisir Kumar Mukhopadhyay sold, transferred and conveyed his undivided 50% share in the aforesaid total land measuring 69.50 decimals more or less comprised in Dag Nos. 19/325, 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), in the District North 24 Parganas, to the said Benoy Kumar Das, son of Brajendra Kumar Das, by the strength of a Registered Deed of Conveyance, registered on 09.06.1976, registered in the office of the District Registrar, Alipore, and recorded in Book No. I, Volume No. 76, Pages 107 to 111, being Deed No. 2899 for the year 1976.
- 5.1.1.8 **Absolute Ownership of Benoy Kumar Das under (1) Deed No. 2898 for the year 1976 & (2) Deed No. 2899 for the year 1976 :** Thus on the basis of the aforementioned two Registered Deeds of Conveyance, bearing (1) Deed No. Deed No. 2898 for the year 1976 & (2) Deed No. 2899 for the year 1976, the said Benoy Kumar Das, became the absolute owner of the

aforesaid land measuring (1) 44 decimals more or less comprised in Dag No. 19/325 under C.S. Khatian No. 53, R.S. Khatian No. 389, (2) and also land measuring 17.50 decimals more or less out of 24 decimals of land comprised in Dag No. 19 under Khatian No. 82 corresponding to Khatian No. 83, (3) and also land measuring 08 decimals more or less comprised in Dag No. 20 under Khatian No. 82 corresponding to Khatian No. 83, in total land measuring 69.50 decimals more or less comprised in Dag Nos. 19/325, 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), in the District North 24 Parganas.

**5.1.1.9 Sale by Benoy Kumar Das to (1) Kartick Chandra Sadhukhan & (2)**

**Usha Rani Sadhukhan :** The said Benoy Kumar Das sold, transferred and conveyed the aforesaid total land measuring (1) 44 decimals more or less comprised in Dag No. 19/325 under C.S. Khatian No. 53, R.S. Khatian No. 389, (2) and also land measuring 17.50 decimals more or less out of 24 decimals of land comprised in Dag No. 19 under Khatian No. 82 corresponding to Khatian No. 83, (3) and also land measuring 08 decimals more or less comprised in Dag No. 20 under Khatian No. 82 corresponding to Khatian No. 83, in total land measuring 69.50 decimals more or less comprised in Dag Nos. 19/325, 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), within the local limit of Barasat Municipality, in the District North 24 Parganas, to one (1) Kartick Chandra Sadhukhan & (2) Usha Rani Sadhukhan, both son & daughter of Late Panchanan Sadhukhan, by the strength of four separate Registered Deeds of Conveyance, all registered on 28.01.1977, all in the office of the District Registrar, Alipore vide Deed Nos. 628, 629, 631 & 632 all for the year 1977.

**5.1.1.10 Sale by the said (1) Kartick Chandra Sadhukhan & (2) Usha Rani**

**Sadhukhan to Ganesh Chandra Sadhukhan :** The said (1) Kartick Chandra Sadhukhan & (2) Usha Rani Sadhukhan jointly sold, transferred

and conveyed land measuring 6 (Six) Cottahs more or less out of their possession, comprised in Dag No. 19, under Khatian No. 82 corresponding to Khatian No. 83, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), within the local limit of Barasat Municipality, in the District North 24 Parganas, to one Ganesh Chandra Sadhukhan, son of Late Panchanan Sadhukhan, by the strength of a Registered Deed of Conveyance, registered on 27.03.1991, registered in the office of the A.D.S.R. Barasat, North 24 Parganas, and recorded in Book No. I, Volume No. 60, Pages 455 to 462, being Deed No. 4582 for the year 1991.

- 5.1.1.11 **Again Sale by the said (1) Kartick Chandra Sadhukhan & (2) Usha Rani Sadhukhan to Sujata Sadhukhan** : The said (1) Kartick Chandra Sadhukhan & (2) Usha Rani Sadhukhan again jointly sold, transferred and conveyed land measuring 1 (One) Cottah more or less comprised in Dag No. 19 under Khatian No. 82 corresponding to Khatian No. 83, and also land measuring 4 (Four) Cottahs more or less comprised in Dag No. 20 under Khatian No. 82 corresponding to Khatian No. 83, in total land measuring 5 (Five) Cottahs more or less in Dag No. 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), within the local limit of Barasat Municipality, in the District North 24 Parganas, to one Sujata Sadhukhan, wife of Ganesh Chandra Sadhukhan, by the strength of a Registered Deed of Conveyance, registered on 27.03.1991, registered in the office of the A.D.S.R. Barasat, North 24 Parganas, and recorded in Book No. I, Volume No. 60, Pages 463 to 470, being Deed No. 4583 for the year 1991.
- 5.1.1.12 **Absolute Joint Ownership of (1) Ganesh Chandra Sadhukhan & (2) Sujata Sadhukhan under (1) Deed No. 4582 for the year 1991 & (2) Deed No. 4583 for the year 1991** : Thus on the basis of the aforementioned two Registered Deeds of Conveyance, bearing (1) Deed No.



4582 for the year 1991 & (2) Deed No. 4583 for the year 1991, the said (1) Ganesh Chandra Sadhukhan & (2) Sujata Sadhukhan, became the absolute joint owners of land measuring 7 (Seven) Cottahs more or less comprised in Dag No. 19, and also land measuring 4 (Four) Cottahs more or less comprised in Dag No. 20, in total land measuring 11 (Eleven) Cottahs more or less in Dag Nos. 19 & 20 under Khatian No. 82 corresponding to Khatian No. 83, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, A.D.S.R.O. Barasat, within the local limit of Barasat Municipality, Premises No. 83, Jessore Road (South), in the District North 24 Parganas.

5.1.1.13 **Joint Sale by the said (1) Ganesh Chandra Sadhukhan & (2) Sujata Sadhukhan to Gajanan Highrise Pvt. Ltd. :** The said (1) Ganesh Chandra Sadhukhan & (2) Sujata Sadhukhan jointly sold, transferred and conveyed the aforesaid land measuring 7 (Seven) Cottahs more or less comprised in Dag No. 19, and also land measuring 4 (Four) Cottahs more or less comprised in Dag No. 20, in total land measuring 11 (Eleven) Cottahs more or less in Dag Nos. 19 & 20 under Khatian No. 82 corresponding to Khatian No. 83, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, A.D.S.R.O. Barasat, within the local limit of Barasat Municipality, Premises No. 83, Jessore Road (South), in the District North 24 Parganas, to one Gajanan Highrise Pvt. Ltd., by the strength of a Registered Deed of Conveyance, registered on 12.12.2008, registered in the office of the District Sub-Registrar-II, North 24 Parganas at Barasat, and recorded in Book No. I, CD Volume No. 1, Pages 9107 to 9123, being Deed No. 00567 for the year 2009.

5.1.1.14 **Registered Deeds of Declaration :** In the aforesaid Registered Deed of Conveyance, bearing Deed No. 00567 for the year 2009, the Dag No. 19/325, is written in the title including in the schedule, under the said deed, but no land has been transferred in the said dag number, and in this regard, the said Gajanan Highrise Pvt. Ltd. rectified the said mistake,

by executing a Registered Deed of Declaration, which was registered on 28.05.2013, registered in the office of the D.S.R.-II, North 24 Parganas at Barasat, and recorded in Book No. I, CD Volume No. 27, Pages 3992 to 4000, being Deed No. 07563 for the year 2013.

After rectifying the same, it is also found that in the said Registered Deed of Conveyance, bearing Deed No. 00567 for the year 2009, there were also some typographical mistakes crept in the said deed, and in this regard, the said Gajanan Highrise Pvt. Ltd. rectified the said mistakes, by executing a Registered Deed of Declaration, which was registered on 12.07.2013, registered in the office of the D.S.R.-II, North 24 Parganas at Barasat, and recorded in Book No. I, CD Volume No. 36, Pages 213 to 222, being Deed No. 09877 for the year 2013.

5.1.1.15 **Records** : In L.R. Settlement, the said Gajanan Highrise Pvt. Ltd. recorded its/their names in the record of the L.R. Khatian No. 1127, and also in the office of the Barasat Municipality, having Holding No. 58/4/B, Jessore Road (South) in Ward No. 26, in respect of aforesaid property.

5.1.1.16 **Sale by the said Gajanan Highrise Pvt. Ltd. to the present Owner, Swasti Real Infra Private Limited** : The said Gajanan Highrise Pvt. Ltd., sold, transferred and conveyed ALL THAT piece and parcel of land measuring (1) 7 (Seven) Cottahs more or less of Bastu land comprised in R.S. Dag No. 19, L.R. Dag No. 519 under R.S. Khatian Nos. 82 & 83, L.R. Khatian No. 1127, AND ALSO (2) 4 (Four) Cottahs more or less of Danga land comprised in R.S. Dag No. 20, L.R. Dag No. 520 under R.S. Khatian Nos. 82 & 83, L.R. Khatian No. 1127, in total a plot of land measuring 11 (Eleven) Cottahs more or less including structure standing therein, lying and situate at Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, A.D.S.R.O. Barasat, within the local limit of Barasat Municipality, having Holding No. 58/4/B, Jessore Road (South) in Ward No. 26, being Premises No. 83, Jessore Road (South), Kolkata - 700124, in the District North 24 Parganas, to the

present owner, Swasti Real Infra Private Limited, by the strength of a Registered Deed of Conveyance, which was registered on 22.07.2013, registered in the office of the D.S.R.-II, North 24 Parganas, at Barasat, and recorded in Book No. I, CD Volume No. 37, Pages 953 to 982, being Deed No. 10198 for the year 2013.

5.1.1.17 **Registered Deed of Declaration** : After receiving the aforesaid deed, it is also found that there are several typographical mistakes crept therein, and the said several typographical mistakes including land area of the property have been rectified by the said (1) Gajanan Highrise Pvt. Ltd. as Owner/Vendor/Declarant and (2) Swasti Real Infra Private Limited as Purchaser/Declarant, by executing a Registered Deed of Declaration, which was registered on 07.05.2015, registered in the office of the D.S.R.-I, North 24 Parganas at Barasat, and recorded in Book No. IV, CD Volume No. 2, Pages 870 to 888, being Deed No. 00417 for the year 2015.

5.1.1.18 **Absolute Ownership of Swasti Real Infra Private Limited under (1) Registered Deed of Conveyance bearing Deed No. 10198 for the year 2013 & (2) Registered Deed of Declaration bearing Deed No. 00417 for the year 2015** : After rectified the aforesaid Registered Deed of Conveyance bearing Deed No. 10198 for the year 2013 through the Registered Deed of Declaration bearing Deed No. 00417 for the year 2015, the said Swasti Real Infra Private Limited, Landowner herein, became the absolute owner of ALL THAT piece and parcel of land measuring :

R.S. Dag No.	L.R. Dag No.	R.S. Khatian No.	L.R. Khatian No.	Nature of Land	Absolute Ownership
19	520	82 & 83	1127	Bastu	K - CH - SFT. 05 - 11 - 17
20	519	82 & 83	1127	Danga	04 - 15 - 43 10 - 11 - 15

In total a plot of land measuring 10 (Ten) Cottahs 11 (Eleven) Chittacks 15 (Fifteen) sq.ft. be the same a little more or less, including cement flooring residential Tiles shed measuring 555 (Five Hundred Fifty Five) Square

Feet be the same a little more or less, comprised in R.S. Dag Nos. 19 & 20 corresponding to L.R. Dag Nos. 520 & 519, under R.S. Khatian Nos. 82 & 83, L.R. Khatian No. 1127 (in the name of Gajanan Highrise Pvt. Ltd.), lying and situate at Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, A.D.S.R.O. Barasat, within the local limit of Barasat Municipality, having Holding No. 58/4/B, Jessore Road (South), in Ward No. 26, being Premises No. 83, Jessore Road (South), Kolkata - 700124, in the District North 24 Parganas, which is morefully described in the First Schedule hereunder written.

- 5.1.1.19 **L.R. Record** : While in absolute possession and absolute ownership over the aforesaid property, the said Swasti Real Infra Private Limited, Landowner herein, duly recorded its names in the record of the L.R. Settlement in L.R. Khatian No. 1297.
- 5.1.1.20 **Conversion of Land in L.R. Dag No. 519** : The said Swasti Real Infra Private Limited, Landowner herein, duly applied before the concerned BL&LRO, Barasat-1, North 24 Parganas, for conversion of land in L.R. Dag No. 519 under L.R. Khatian No. 1297, from 'Danga' to 'Bastu', and the concerned BL&LRO duly converted the nature of the said land from 'Danga' to 'Bastu/Bahutal Abasan' vide Memo No. Conv No./1423/BL&LRO/BST-1 dated 30.12.2020.
- 5.1.1.21 **Municipal Record** : The said Swasti Real Infra Private Limited, Landowner herein, also duly recorded and mutated its names (in respect of the aforesaid property) in the record of the concerned Barasat Municipality, having Holding No. 58/4/8, Jessore Road (S), in Ward No. 26.
- 5.1.1.22 **Sanction of Building Plan** : While in absolute possession and absolute ownership over the aforesaid property, the said Swasti Real Infra Private Limited, Landowner herein, duly sanctioned a residential cum commercial

building plan (B+G+4) from the concerned Barasat Municipality, vide Sanctioned Building Serial Plan No. 1744 dated 13.04.2022.

5.1.2 **REGISTERED DEVELOPMENT AGREEMENT & REGISTERED DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT :**

5.1.2.1 **Registered Development Agreement :** The said Swasti Real Infra Private Limited, Landowner herein entered into a Registered Development Agreement with one Shreerudram Infra & Allied Services Private Limited, Developer herein, for developing the aforesaid plot of land and which is morefully described in the First Schedule hereunder written, with some terms and conditions mentioned therein. The said Registered Development Agreement was registered 15.03.2023, registered in the office of the A.R.A. Kolkata-II, and recorded in Book No. I, Volume No. 1902-2023, Page from 112569 to 112606, being Deed No. 190203432 for the year 2023.

5.1.2.2 **Registered Development Power of Attorney After Registered Development Agreement :** On the basis of the said Registered Development Agreement, the said Swasti Real Infra Private Limited, Landowner herein, executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the Swasti Real Infra Private Limited, Landowner herein, have jappointed and nominated one Shreerudram Infra & Allied Services Private Limited, Developer herein, as its constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney After Registered Development Agreement, was registered on 15.03.2023, registered in the office of the A.R.A. Kolkata-II, and recorded in Book No. I, Volume No. 1902-2023, Page from 112651 to 112670, being Deed No. 190203435 for the year 2023.

5.1.3 **CONSTRUCTION OF BUILDING :**

5.1.3.1 **Construction of Building** : On the basis of the said sanctioned building plan, the said Shreerudram Infra & Allied Services Private Limited, Developer herein, constructed a multi storied building on the said plot of land and which is morefully described in the First Schedule hereunder written.

5.1.4 **DESIRE OF PURCHASE & ACCEPTANCE AND SALE CONSIDERATION**  
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5.1.4.1 **Desire of Purchaser for purchasing a Flat from Developer's Allocation**  
: The Purchaser herein perused and inspected Title Deeds, Registered Development Agreements, Registered Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied himself/herself in regards thereto and approached to the said Shreerudram Infra & Allied Services Private Limited, Developer herein, to purchase **ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. '.....'**, on the ..... **Floor**, ..... **Side**, measuring ..... **Square Feet be the same a little more or less of super built up area corresponding to ..... Square Feet be the same a little more or less of carpet area**, lying and situated in the building, morefully described in the Second Schedule hereunder written, lying and situated on the said plot of land which is morefully described in the First Schedule hereunder written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said flat, lying in the said building, from Developer's Allocation [**Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY**].

5.1.4.2 **Acceptance by Developer** : The said Shreerudram Infra & Allied Services Private Limited, Developer/Confirming Party herein accepted the aforesaid

proposal of the Purchaser herein and agreed to sell the **SAID FLAT/SAID PROPERTY** morefully described in the Second Schedule hereunder written, together with land share and share in common portion.

5.1.4.3 **Consideration** : The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs..... (Rupees .....)** **only**, and subsequently the Purchaser herein already paid the same to the said Shreerudram Infra & Allied Services Private Limited, Developer/Confirming Party herein as per memo attached herewith.

5.1.5 **LAND SHARE & SHARE IN COMMON PORTIONS :**

5.1.5.1 **Land Share** : Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat morefully described in the Part-I of the Third Schedule hereinafter written (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

5.1.5.2 **Share In Common Portions** : Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part-II of the Third Schedule below (**collectively Common Portions**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING ENCUMBRANCES** : The Landowner/Vendor and Developer/Confirming Party represent, warrant and covenant regarding encumbrances as follows :

- 6.1 **No Acquisition/Requisition** : The Landowner/Vendor and Developer/Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Flat and/or any part of the property in which the present building is lying and declare that the Said Flat is not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.
- 6.1.1 **No Encumbrance** : The Landowner/Vendor and Developer/Confirming Party have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Flat or any part thereof can or may be impeached, encumbered or affected in title.
- 6.1.2 **Right, Power and Authority to Sell** : The Landowner/Vendor and Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat to the Purchaser herein.
- 6.1.3 **No Mortgage** : No mortgage or charge has been created by the Landowner/Vendor and the Developer/Confirming Party in respect of the Said Flat or any part thereof.
- 6.1.4 **No Personal Guarantee** : The Said Flat is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 6.1.5 **No Bar by Court Order or Statutory Authority** : There is no order of Court or any other statutory authority prohibiting the Landowner/Vendor and Developer/Confirming Party from selling, transferring and/or alienating the Said Flat or any part thereof.
7. **BASIC UNDERSTANDING** :



7.1 **Agreement to Sell and Purchase :** The Purchaser herein has approached to the Developer/Confirming Party and the Landowner/Vendor and offered to purchase the **SAID FLAT/SAID PROPERTY** morefully described in the Second Schedule hereunder written, and the Purchaser based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), has agreed to purchase the Said Flat from the Developer/Confirming Party and Landowner/Vendor herein through Developer's Allocation and in this regard, an Agreement for Sale has already been executed in between the parties herein in respect of the said flat on .....

8. **TRANSFER :**

8.1 **Hereby Made :** The Developer/Confirming Party and Landowner/Vendor hereby sell, convey and transfer the Purchaser the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT/SAID PROPERTY** morefully described in the Second Schedule hereinafter written, together with proportionate undivided share of land morefully described in the Part-I of the Third Schedule (**said land share**) and also together with all easement rights for egress and ingress of all common spaces, amenities and facilities (**said common portion**) in the said building, described and referred in the Part-II of the Third Schedule hereinafter written.

8.1.1 **Consideration :** The aforesaid transfer is being made in consideration of a sum of **Rs..... (Rupees .....)** only paid by the Purchaser to the Developer/Confirming Party herein, receipts of which the Developer/Confirming Party hereby and by the Memo and Receipts hereunder written admits and acknowledges.

9. **TERMS OF TRANSFER :**

9.1 **Salient Terms :** The transfer being effected by this Conveyance is :

- 9.1.1 **Sale** : A sale within the meaning of the Transfer of Property Act, 1882.
- 9.1.2 **Absolute** : Absolute, irreversible and perpetual.
- 9.1.3 **Free from Encumbrances** : Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever.
- 9.2 **SUBJECT TO** : The transfer being effected by this Conveyance is subject to :
- 9.2.1 **Indemnification** : Indemnification by the Landowner/Vendor and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Landowner/Vendor and Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowner/Vendor and Developer/Confirming Party shall at the cost of the purchaser, forthwith take all necessary steps to remove and/or rectify.
- 9.2.2 **Transfer of Property Act** : All obligations and duties of Landowner/Vendor and Developer/Confirming Party and the Purchaser as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 9.2.3 **Delivery of Possession** : Khas, vacant and peaceful possession of the Said Flat has been handed over by the Landowner/Vendor and

Developer/Confirming Party to the Purchaser, which the Purchaser admits, acknowledges and accepts.

9.2.4 **Outgoings** : All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the Said Flat, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowner/Vendor and Developer/Confirming Party with regard to which the Landowner/Vendor and Developer/Confirming Party hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.

9.2.5 **Holding Possession** : The Landowner/Vendor and Developer/Confirming Party hereby covenant that the Purchaser and his heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowner/Vendor and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowner/Vendor and Developer/Confirming Party.

9.2.6 **No Objection to Mutation** : The Landowner/Vendor and Developer/Confirming Party declare that the Purchaser can fully be entitled to mutate his name in the record of the concerned Barasat Municipality and/or any other respective authority/authorities and to pay tax or taxes and all other impositions in his own name. The Landowner/Vendor and Developer/Confirming Party undertake to cooperate with the Purchaser in all respect to cause mutation of the Said

Flat in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.

9.2.7 **Further Acts** : The Landowner/Vendor and Developer/Confirming Party hereby covenant that the Landowner/Vendor and Developer/Confirming Party or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the purchaser and/or his successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**[Description of Land & Premises]**

**ALL THAT** piece and parcel of a demarcated plot of Bastu/Bahutal abasan land measuring **10 (Ten) Cottahs 11 (Eleven) Chittacks 15 (Fifteen) sq.ft. be the same a little more or less [but in physical measurement of the said land is 10 (Ten) Cottahs 10 (Ten) Chittacks 0 (Zero) sq.ft. more or less]**, lying and situate at **Mouza - Prasadpur**, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, comprised in **R.S. Dag Nos. 19 & 20** corresponding to **L.R. Dag Nos. 520 & 519**, under R.S. Khatian Nos. 82 & 83, L.R. Khatian No. 1127 (in the name of Gajanan Highrise Pvt. Ltd.) corresponding to present **L.R. Khatian No. 1297 (in the name of Swasti Real Infra Private Limited, Landowner herein)**, A.D.S.R.O. Barasat, within the local limit of Barasat Municipality, having Holding No. 58/4/8, Jessore Road (South), in Ward No. 26, being Premises No. 83, Krishnanagar Road [Jessore Road (South)], Kolkata - 700124, in the District North 24 Parganas, in the State of West Bengal. The said plot of land is butted and bounded as follows :-

ON THE NORTH : Land of Saktiranjana Bhattacharya & Arun Nandy.  
ON THE SOUTH : Land of Dilip Ghosh.  
ON THE EAST : Land of Sudhin Biswas.

ON THE WEST : 60 ft. Wide Road [Krishnanagar Road (Jessore Road)].

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**[Sold Property/Said Property]**

**[Description of Flat]**

**ALL THAT** piece and parcel of one independent and complete Vitrified Tiles flooring residential flat, being **Flat No. '.....'**, on the ..... **Floor**, ..... **Side**, measuring ..... **Square Feet be the same a little more or less of super built up area corresponding to ..... Square Feet be the same a little more or less of covered area**, consisting ..... Bed Rooms, One Drawing-cum-Dining, One Kitchen, ..... Toilets & ..... Balcony, lying and situated in the said building, lying and situate at Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, comprised in R.S. Dag Nos. 19 & 20 corresponding to L.R. Dag Nos. 520 & 519, under R.S. Khatian Nos. 82 & 83, L.R. Khatian No. 1127 (in the name of Gajanan Highrise Pvt. Ltd.) corresponding to present L.R. Khatian No. 1297 (in the name of Swasti Real Infra Private Limited, Landowner herein), A.D.S.R.O. Barasat, within the local limit of Barasat Municipality, having Holding No. 58/4/8, Jessore Road (South), in Ward No. 26, being Premises No. 83, Krishnanagar Road [Jessore Road (South)], Kolkata - 700124, in the District North 24 Parganas, in the State of West Bengal, lying and situated on the said plot of land, which is morefully described in the First Schedule hereinabove written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said flat, lying in the said building. A Floor Plan of the said flat is enclosed herewith and the said floor plan is/will be treated as part and parcel of this present Deed of Conveyance.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**Part-I**

**[Description of share of land]**

**ALL THAT** piece or parcel of proportionate impartible share of land morefully and specifically described in the First Schedule hereinbefore.

**Part - II**

**[Description of share of common areas & common amenities]**

**ALL THAT** piece or parcel of proportionate impartible share of common areas and common amenities morefully and specifically described in the Fourth & Fifth Schedule hereinafter.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**[Common Areas & Amenities]**

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Overhead Water reservoir/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (except those inside any Unit).
- :: Drainage and sewage pipeline, Septic Chambers, Pits etc. in the Said Building (except those inside any Unit).
- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.
- :: Space for Electricity meters. Lights and fittings in the common area and spaces.
- :: Open and/or covered paths and passages.
- :: Ultimate Roof of the building.
- :: Water pump/s, water pipe line and motor/s.
- :: Boundary walls and main gates of the Said Building.
- :: Right of common passage in common portion, installation of T.V. Antena, A.C. Outdoor units etc.

:: Other such common areas, fittings and installations as may be specified by the developer to be common areas fittings and installations/equipments.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**[Common Expenses / Maintenance Charges]**

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities of the building.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building.
3. Fire Fighting : Cost of operating and maintaining the fire-fighting equipments and personnel deputed for the building, if any.
4. Association : Establishment and all other capital and operational expenses of the Association of the flat owners of the building.
5. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building.
6. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said building].
7. Insurance : Insurance of the building against earth-quake, fire, mob, violence, riots and other natural calamities if any.
8. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including changeover switches, pumps and other common installations including

their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions of the building.

9. Rates and Taxes : Municipal Tax, Surcharge, Water Tax and other levies in respect of the said building save those separately assessed on the buyer/s.
10. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits of the building.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**[Rights and obligations of the purchaser]**

**Absolute User Right :**

The purchaser shall have full, complete and absolute rights of use in common with the other owners and/or occupiers of the different flat of the building :

1. The common areas and amenities as described in the Fourth & Fifth Schedule hereinbefore.
2. Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said flat including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the purchaser shall have to maintain the floor of the said flat, so that it may not cause leakage or slippage to the floor underneath.
3. Obtaining telephone connection to the said flat as well as the right of fixing television antenna and/or Radio Serials on the roof of the said property and for this purpose, the purchaser shall have the right of digging, inserting and for fixing plug and supporting clumps in all portions of the said



property provided always that the purchaser shall restore forthwith such dug up holes or excavations at his own costs and expenses.

4. Maintaining, repairing, white washing or painting of the door and windows of the said property in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.
5. Mutating his name as owner of the said property in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.
6. Absolute proprietary rights such as the vendors/developer derives from their title save and except that of demolishing or committing waste in respect of the property described in schedule in any manner, so as to effect the vendors/developer or other co-owners, who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.
7. Sell, mortgage, gift, lease or otherwise alienate the said property hereby conveyed.
8. To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the property hereby purchased.

**Obligations :**

1. The purchaser shall not store any inflammable and/or combustible articles in the said flat, but excluding items used in kitchen and personal purpose.

2. The purchaser shall not store any rubbish or any other things in the stair case not to the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building.
  3. The purchaser shall not make any additions and alterations in the property, whereby the main building may be damaged, but the purchaser shall be entitled to erect wooden partition in the said flat for the purpose of his family requirement.
  4. The purchaser shall also pay his proportionate share for insurance of the building for earthquake, fire, mob, violence and commotion alongwith maintenance charges of the said property as decided by the members of the Society with all required proposal and consent.
- 
5. Not to make any objection for fixation of dish antennas in the part of the ultimate roof of the building by the developer and also not to make any objection to the developer and/or its associates for constructing any further floor over the existing floor of the building.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

**[Easements and Quassi Easements]**

1. The right of common parts for ingress in and egress out from the units or building or premises.
2. The right in common with the other purchaser to get electricity, water connection from and to any other unit or common parts through pipes, drains, wires connection lying or being in under through or over the sold unit as far as may be reasonably necessary for the beneficial use and occupation of the respective unit/flat and/or parts and/or common areas.
3. The right of protection for other parts of the building by all parts of the unit/flat as far as it is necessary to protect the same.

4. The right of the enjoyment of the other parts of the building.
5. The right with or without workmen and necessary materials to enter from time to time upon the unit/flat for the purpose of repairing as far as may be necessary for repairing.
6. Such pipes, drains, wires and as aforesaid provided always that save in cause of the emergency purchaser shall be given prior notice in writing of the intention for such entry as aforesaid.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO**

**[Management & Maintenance of the Common Portions]**

1. The co-owners of the flats shall form an association/society for the common purposes including taking over all obligations with regard to management control and operation of all common portions of the said building under West Bengal Ownership Apartment Act, 1972.

Upon the purchaser fulfilling his obligations and covenants under and upon its formation the Association, shall manage, maintain and control the common portions and do all acts, deeds and things as may be necessary and/or expedient for the common purposes and the purchaser shall co-operate with the vendor/developer till the Association/Society may frame rules regulations and bye laws from time to time for maintaining quiet and peaceful enjoyment of the said building.

2. Upon formation of the Association/Society, the vendors/developer shall transfer all its rights and obligations as also the residue of the remaining of the deposits made by the purchaser or otherwise after adjusting all amounts his/her/their remaining due and payable by the purchaser and the amounts so transferred henceforth be so held the Association/Society under the account of purchaser for the purpose of such deposit.
3. The Association/Society upon its formation and the co-owners shall however, remain liable to indemnify and keep indemnified the

vendors/developer for all liabilities due to non fulfillment of his/her/their respective obligations by the co-owners and/or the Association/Society.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

by the parties at Kolkata

In presence of :-

1.

Sajal Das

Dilip Kumar Fogla

2.

Director of Shreerudram Infra & Allied  
Services Private Limited  
& As Constituted Attorney of  
Swasti Real Infra Private Limited  
**Landowner/Vendor**

**Purchaser/s**

Sajal Das

Dilip Kumar Fogla

Directors of  
Shreerudram Infra & Allied  
Services Private Limited  
**Developer/Confirming Party**

**MEMO OF CONSIDERATION**

Received with thanks from the above named purchaser, a sum of **Rs..... (Rupees .....)** only towards the total consideration of the said flat, which is morefully described in the Second Schedule hereinabove written, together with undivided proportionate share of land morefully mentioned in the First Schedule hereinbefore written as per money receipts given to the purchaser.

<b><u>Mode of Payment</u></b>	<b><u>Date</u></b>	<b><u>Bank &amp; Branch</u></b>	<b><u>Amount</u></b>
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**Witnesses :-**

1.

2.

Sajal Das

Dilip Kumar Fogla

Directors of  
Shreerudram Infra & Allied  
Services Private Limited

**Developer/Confirming Party**

**DATED THE      DAY OF      2024**

**DEED OF CONVEYANCE**

**BETWEEN**

Swasti Real Infra Private Limited

**Landowner/Vendor**

**Purchasers**

Shreerudram Infra & Allied  
Services Private Limited

**Developer/Confirming Party**

**Drafted By**

**Pinaki Chattopadhyay & Associates**

**Advocates**

Sangita Apartment, Ground Floor  
Teghoria Main Road  
Kolkata - 700157  
Ph. : 9830061809

**Composed By**

**Jayashree Mondal**  
Teghoria Main Road  
Kolkata - 700157