DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this day of _______

Day of ______, 2023.

BETWEEN

(1) PULAK GHOSH, son of Late Ahindra Kumar Ghosh, by faith Hindu, by Occupation Business, by Nationality Indian, residing at Premises No. 21, Barwaritala Road, Kolkata- 700 010, Police Station Beliaghta, Post Office Beliaghata (2) DIPA GHOSH, wife of late Alok Ghosh, by faith Hindu, by Occupation Housewife, by Nationality Indian, residing at Premises No. 21, Barwaritala Road, Kolkata- 700 010, Police Station Beliaghta, Post Office Beliaghata, (3) AURKOPRAVO GHOSH, son of Late Alok Kumar Ghosh, by faith Hindu, by Occupation Business, by Nationality Indian, residing at Premises No. 21, Barwaritala Road, Kolkata- 700 010, Police Station Beliaghta, Post Office Beliaghata (4) SOMA GHOSH, wife of Late Soumendra Ghosh, by faith Hindu, by Occupation Housewife, by Nationality Indian, residing at Premises No. 21, Barwaritala Road, Kolkata- 700 010, Police Station Beliaghta, Post Office Beliaghata (5) TAMANUD GHOSH, son of Late Soumendra Ghosh, by faith Hindu, by Occupation Business, by Nationality Indian, residing at Premises No. 21, Barwaritala Road, Kolkata- 700 010, Police Station Beliaghta, Post Office Beliaghata (6) MANABENDRA GHOSH, son of Late Samarendra Kumar Ghosh by faith Hindu, by Occupation Business, by Nationality Indian, residing at Premises No. 21, Barwaritala Road, Kolkata- 700 010, Police Station Beliaghta, Post Office Beliaghata, hereinafter referred to as the hereinafter jointly and collectively called and referred to as the "OWNERS/VENDORS" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, legal representatives, administrators and/or assigns) of the FIRST PART. The Owners of the First Part are represented by their constituted Attorney AJMIR TOWER PRIVATE LIMITED [CIN NO. U70102WB2010PTC142724], a Private Limited Company incorporated in accordance with the provisions of the Companies Act 2013, having its Registered Office at Premises No. 1C, East Coolia Road, Kolkata -700 010, Post Office Beliaghata, Police Station Beliaghata, previously at the Premises No. B/153/1/H/1, Beliaghata Main Road, Post Office and Police Station Beliaghata, Kolkata – 700 010, represented by one of its Director **SRI** RAJU NASKAR, son of Sri Gobinda Naskar, by Occupation Business, by faith Hindu, by Nationality Indian, residing at Premises No. 150, Raja Rajendra Lal

Mitra Road, Post Office and Police Station Beliaghata, Kolkata – 700 010, by virtue of Development Power of Attorney was registered at the office of the Additional District Sub Registrar Sealdah and recorded in Book No. I, Volume No. 1606-2018, Pages from 75330 to 75380, Being No. 160602287 for the year 2018 on 24.05.2018, and Power of Attorney dated 05.07.2023, registered at the office of Additional District Sub Registrar Sealdah, recorded in Book No. I, Volume No. 1606-2023, Pages from 67758 to 67780, Being Deed No. 160602517 for the year 2023.-

AND

AJMIR TOWER PRIVATE LIMITED [CIN NO. <u>U70102WB2010PTC142724</u>],

a Private Limited Company incorporated in accordance with the provisions of the Companies Act 2013, having its Registered Office at Premises No. 1C, East Coolia Road, Kolkata 700 010, Post Office Beliaghata, Police Station Beliaghata, previously at the Premises No. B/153/1/H/1, Beliaghata Main Road, Post Office and Police Station-Beliaghata, Kolkata-700 010, represented by one of its Director **SRI RAJU NASKAR**, son of Sri Gobinda Naskar, by Occupation Business, by faith Hindu, by Nationality Indian, residing at Premises No. 150, Raja Rajendra Lal Mitra Road, Post Office and Police Station-Beliaghata, Kolkata-700 010, hereinafter called and referred to as "DEVELOPER/PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees), of the SECOND PART.

hereinafter called and referred to as the "PURCHASER/ALLOTTEE" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her respective heirs successors, executors, administrators, legal representatives and assigns) of the THIRD PART.

WHEREAS

- A. Sale by Priyanath Mitra:- one Priyanath Mitra, son of Mohan Chandra Mitra, resident of 15, Barwaritala Road, in the town of the then Calcutta seized, possessed of and/or otherwise well sufficiently entitled to land being the Vendor therein sold, transferred and assigned and parted with possession the land admeasuring 18 Cottah **14 Chittack more or less,** along with structure standing thereon lying and situated at Premises No. 15, Barwaritala Road, Beliaghata, presently known and numbered as Premises No. 21, Barwaritala Road, under Mouza Paschim Kulia, Dihi Panchannagram, Touzi Sabek 1298, Hal 2833, Division- 3, Sub Division-15, Holding No 39/40A/75, Barwaritala Road, Police Station Beliaghata, Office of Sub Registrar Sealdah, presently under Ward No. 34, Kolkata- 700 010 in favor of Harendra Kumar Ghosh son of Gopal Chandra Ghosh resident of 7, Sura Third Lane, 24 Parganas being the Purchaser therein by virtue of Bengali Kobala dated 18.02.1915 morefully described in Book No. 1, Volume No. 8, Pages 188 to 191 Being No. 473 for the year 1915 registered with Sub-Registrar, Sealdah, 24 Parganas.
- B. Sale by Mahendra Kumar Das and others:- the Owners Mahendra Kumar Das, Manindra Kumar Ghosh, Aswani Kumar Das and Akshay Kumar Das all sons of Uma Chara Das resident of 20, Barwaritala Road the seized, possessed of and/or otherwise well sufficiently entitled to land sold transferred and assigned and parted with possession the land admeasuring 4 Cottah 9 Chittack (more or less) along with structure standing thereon under Mouza Kulia, Dihi Panchannagram, Touzi Sabek 1298, Hal 2833 Division-3 Division-15, Holding No 1, Sabek 14 and Hal 20, being Premises No. 20, Barwaritala Road, Beliaghata, Police Station Beliaghata, Office of Sub Registrar Sealdah, presently under Ward No. 34, within the ambit of Kolkata Municipal Corporation, Kolkata- 700 010 in favor of Harendra Kumar Ghosh son of Gopal Chandra Ghosh resident of 7, Sura Third Lane, 24 Parganas being **the Purchaser** therein by virtue of Bengali Kobala dated 9.10.1931 morefully described in Book No. 1, Volume No. 29 Pages 189 to 195, Being Deed No. 1777 for the year 1931 registered with Sub-Registrar, Sealdah, 24 Parganas.
- C. Sale by Ashoke Kumar Ghosh and another: Ashoke Kumar Ghosh and seized, possessed of and/or otherwise well sufficiently entitled to land being the Vendor therein, Bhutnath Ghosh being the confirming party sold transferred and assigned and parted with possession the land admeasuring 5 Cottah 5 Chittack seized and

possessed of 5 Cottah 6 Chittack 25 Sq.Ft. (more or less) under Mouza Kulia, Dihi Panchannagram, Touzi Sabek 1928, Hal 2833, Division 3, Sub Division 15, Holding No. 78, lying and situated at Premises No. 19, Barwaritala Road, previously 13 Barawaritala Road, Beliaghata, Calcutta Police Station Beliaghata, Office of Sub Registrar Sealdah, presently under Ward No. 34, within the ambit of Kolkata Municipal Corporation, Kolkata-700 010 in favour of Samarendra Kumar Ghosh, son of Birendra Kumar Ghosh having 50% share of the schedule property and Ahindra Kumar Ghosh, and Jahirendra Kumar Ghosh @ Jahar Kumar Ghosh, both are sons of Dhirendra Kumar Ghosh having 25% share each all are resident of 21, Barwaritala Road, the then Calcutta by virtue of Bengali Kobala morefully described in Book No. 1, Volume No. 25, Pages 143 to 150, Being No. 755 for the year 1973 registered with Sub-Registrar, Sealdah, 24 Parganas.

- D. Absolute Ownership of Land:- Hence the said Harendra Kumar Ghosh became the absolute owner of land measuring 18 Cottah 14 Chittack (more or less), and 4 Cottah 9 Chittack (more or less) being premises No. 15, Barwaritala Road, presently known and numbered as Premises No. 21, Barwaritala Road, and 20, Barwaritala Road respectively and the said Samarendra Kumar Ghosh, Ahindra Kumar Ghosh and Jahirendra Kumar Ghosh became the owners of land measuring of 5 Cottah 6 Chittack 25 Sq.Ft. (more or less) being premises No. 19, Barwaritala Road having total land measuring 28 Cottah 13 Chittack 25 Sq.Ft (more or less), under Mouza Kulia, Dihi Panchannagram, Touzi Sabek 1928, Hal 2833, Division 3, Sub Division 15, Holding No. 78, lying and situated at Premises No. 19, 20, 21, Barwaritala Road, Police Station Beliaghata, Office of Sub Registrar Sealdah, presently under Ward No. 34, within the ambit of Kolkata Municipal Corporation, Kolkata-700 010, hereinafter referred to as the SAID PROPERTY, morefully and particularly described in the **SCHEDULE**, written hereunder, as purchased by the said Harendra Kumar Ghosh and Samarendra Kumar Ghosh, Ahindra Kumar **Ghosh and Jahirendra Kumar Ghosh** respectively. It is pertinent to mention that Premises No. 15. Barwaritala Road has been renumbered as Premises No. 21, Barwaritala Road and the present owners have been paying rates and taxes to Kolkata Municipal Corporation accordingly.
- **E. Demise of Harendra Kumar Ghosh:** The said Harendra Kumar Ghosh who was also all along and at the time of his death, a Hindu male, guided and governed by Dayabhaga School of Hindu law, died intestate

Birendra Kumar Ghosh and Dhirendra Kumar Ghosh who inherited the entire estate left by the said Harendra Kumar Ghosh (since Deceased) jointly and equally as his wife namely Himangini Ghosh predeceased him on 17th October, 1946 as per the provisions of Hindu Succession Act, 1956 in respect of land area of 18 Cottah 14 Chittack (more or less), and 4 Cottah 9 Chittack being premises No. 15, Barwaritala Road (presently known as Premises No. 21, Barawaritala Road) and 20, Barwaritala Road, Kolkata – 700 010, under Police Station Beliaghata respectively.

- F. Demise of Birendra Kumar Ghosh: The said Birendra Kumar Ghosh died intestate on 13th August, 1987, leaving behind his wife Binapani Ghosh and one son Samarendra Ghosh and two daughters namely Hashi Ghosh and Arati Dutta. The said Binapani Ghosh died on 19th January, 1989. The said **Birendra Ghosh** bequeathed his undivided ½ share, unto and in favour of **Samarendra Kumar Ghosh** his son by way of his Last Will and Testament, which came into effect after his death. The said Samarendra Ghosh filed Probate Case Probate Case No. 22/93 and thus by virtue of Grant of Probate dated 4th February, 1999, the said **Samarendra Kumar Ghosh** became the absolute owner of the undivided 1/2 share of Birendra Kumar Ghosh as the said Hashi Ghosh and Arati Dutta submitted their consent petition and admitted that they have received whatever they are entitled to receive under the aforesaid Will and accordingly Probate has been granted in favour of the said Samarendra Kumar Ghosh as the testamentary Owner in respect of the property.
- G. Demise of Dhirendra Kumar Ghosh:- The said Dhirendra Kumar Ghosh died on 26.09.1982, leaving behind and/or survived by his two sons namely Ahindra Kumar Ghosh and Jahindra Kumar Ghosh as the wife of Dhirendra Kumar Ghosh namely Pankaj Basini Ghosh predeceased on 02.11.1937. The said Dhirendra Kumar Ghosh executed a Will and Testament on 4th September, 1981, which was registered in the office of Sub Registrar Sealdah, morefully described in Book No. III, Volume No. 2, Pages 103 to 107, being Deed No. 74 for the year 1981, whereby the said Dhirendra Kumar Ghosh bequeathed his undivided ½ share unto and in favour of his two sons namely Ahindra Kumar Ghosh and Jahirendra Kumar Ghosh, equally, each having undivided ¼ share in respect of the property. The said Ahindra Ghosh and Jahindra Kumar Ghosh, being the Executors filed Probate Case of the Said Will vide Probate Case No. 246/91 and thus by virtue of Grant

of Probate dated 14th June, 1996, the said Ahindra Ghosh and Jahindra Kumar Ghosh became the absolute owner of the share of Dhirendra Kumar Ghosh.

- H. Demise of Ahindra Kumar Ghosh:- The said Ahindra Kumar Ghosh died intestate on 23rd May, 2011, leaving behind his wife Maya Ghosh and two sons Alok Ghosh and Pulak Ghosh as his only legal heirs and successors who all after demise of Ahindra Kumar Ghosh, became the absolute owners, well seized and possessed of and sufficiently entitled to undivided 1/4thshare of Ahindra Kumar Ghosh, each having undivided 1/3rd of undivided 1/4th which is undivided 1/12th share in respect of 18 Cottah 14 Chittack (more or less), and 4 Cottah 9 Chittack (more or less) being premises No. 15, Barwaritala Road, presently known and numbered as Premises No. 21, Barwaritala Road, and 20, Barwaritala Road respectively and 5 Cottah 5 Chittack seized and possessed of 5 Cottah 6 Chittack 25 Sq.Ft. (more or less) being premises No. 19, Barwaritala Road having total land measuring 28 Cottah 12 Chittack (more or less), under Mouza Kulia, Dihi Panchannagram, Touzi Sabek 1928, Hal 2833, Division 3, Sub Division 15, Holding No. 78, lying and situated at Premises No. 19, 20, 21, Barwaritala Road, Police Station Beliaghata, Office of Sub Registrar Sealdah, presently under Ward No. 34, within the ambit of Kolkata Municipal Corporation, Kolkata-700 010, hereinafter referred to as the SAID PROPERTY, morefully and particularly described in the SCHEDULE, written hereunder.
- **I.** Demise of Jahirendra Kumar Ghosh:- The said Jahirendra Kumar Ghosh died on 21.10.2012, leaving behind his wife namely Kum Kum Ghosh. The said Jahirendra Kumar Ghosh executed a Will and Testament on 29th September, 2012, registered in the office of Additional District Sub Registrar Sealdah, recorded in Book No. III, CD Volume No. 1, Pages 1405 to 1475, being Deed No. 00146 for the year 2012 whereby and where under the said Jahirendra Kumar Ghosh bequeathed all his undivided 1/4th shares in respect of Premises No. 19, Barwaritala Road, and 1/4th shares in respect of Premises No. 20 & 21 Barawarital Road, unto and in favour of Dipa Ghosh wife of Alok Ghosh. The said Dipa Ghosh filed a Probate Case being No. 5/2013, and by virtue of **Grant of Probate dated 14th August, 2013**, the said Dipa Ghosh became the owner of undivided 1/4 share of Jahirendra Kumar Ghosh in respect of Premises No. 19, Barwaritala Road, and Premises No. 20 and 21 Barawarital Road, Kolkata.

- J. Demise of Samarendra Kumar Ghosh:- The said Samarendra Kumar Ghosh died intestate on 27.10.2010, leaving behind his two sons namely Soumyendra Ghosh and Manabendra Ghosh as his legal heirs and/or successors, who became the absolute owners of the share of Samarendra Ghosh as left by him, as his wife Priti Ghosh predeceased him.
- K. Demise of Soumeyendra Kumar Ghosh:- The said Soumeyendra Kumar Ghosh died intestate on 13.01.2018 leaving behind his wife Soma Ghosh and his son Tamanud Ghosh, as his legal heirs and successors, who became the undivided ¼ share of Soumeyandra Ghosh, each having undivided 1/8 share in respect of the Said Property being total land measuring 28 Cottah 12 Chittack (more or less), under Mouza Kulia, Dihi Panchannagram, Touzi Sabek 1928, Hal 2833, Division 3, Sub Division 15, Holding No. 78, lying and situated at Premises No. 19, 20, 21, Barwaritala Road, Police Station Beliaghata, Office of Sub Registrar Sealdah, presently under Ward No. 34, within the ambit of Kolkata Municipal Corporation, Kolkata- 700 010, morefully and particularly described in the SCHEDULE, written hereunder.
- L. Gift by Maya Ghosh: The aforesaid Maya Ghosh by virtue of Registered Deed of Gift dated 8th May, 2018, registered in the office of Additional District Sub Registrar, recorded in Book No. I, Volume No. 1606-2018 Pages 63314 to 63341 being Deed No. 160601975 for the year of 2018, gifted and bequeathed ALL THAT undivided 1/12th share being ALL THAT piece and parcel of land admeasuring an area of 1132.5 Sq.Ft.in respect of land area 18 Cottah 14 Chittack equivalent to 13,590 Sq.Ft, more or less, along with structure standing thereon lying and situated at Premises No. 15, Barwaritala Road, presently known and numbered as Premises No. 21, Barwaritala Road, Beliaghata, under Mouza DihiPanchannagram, Touzi Sabek 1298, Hal 2833, Division- 3, Sub Division-15, Police Station Beliaghata, Office of Sub Registrar Sealdah, presently under Ward No. 34, Kolkata- 700 010, unto and in favour of her son Pulak Ghosh.
- M. Gift by Maya Ghosh: The aforesaid Maya Ghosh by virtue of Registered Deed of Gift dated 8th May, 2018, registered in the office of Additional District Sub Registrar, recorded in Book No. I, Volume No. 1606-2018, Pages 63263 to 63286 being Deed No. 160601973 for the year of 2018, gifted and bequeathed ALL THAT undivided

- 1/12th share being ALL THAT piece and parcel of land admeasuring an area of 324.58 Sq.Ft. (more or less) out of total land measuring 3895 Sq.Ft. seized and possessed of 5 Cottah 6 Chittack 25 Sq.Ft. (more or less) under MouzaKulia, DihiPanchannagram, TouziSabek 1928, Hal 2833, Division 3, Sub Division 15, Holding No. 78, lying and situated at Premises No. 19, Barwaritala Road, previously 13 Barawaritala Road, Post Office and Police Station Beliaghata Kolkata-700 010 under Ward No. 34, within the ambit of Kolkata Municipal Corporation, unto and in favour of her son Pulak Ghosh.
- N. Gift by Maya Ghosh: The aforesaid Maya Ghosh by virtue of Registered Deed of Gift dated 8th May, 2018, registered in the office of Additional District Sub Registrar Sealdah, recorded in Book No. I, Volume No. 1606-2018 Pages 63287 to 63313 being Deed No. 160601974 for the year of 2018, gifted and bequeathed ALL THAT undivided 1/12th share being ALL THAT piece and parcel of land admeasuring an area of 273.75 Sq.Ft. (more or less) in respect of land area 4 Cottah 9 Chittack(more or less) equivalent to 3285 Sq. Ft, with structure standing thereon under MouzaKulia. DihiPanchannagram, Touzi Sabek 1298, Hal 2833 Division-3 Sub Division-15, Holding No 1, Sabek 14 and Hal 20, being Premises No. 20, Barwaritala Road, Beliaghata, Police Station Beliaghata, Office of Sub Registrar Sealdah, presently under Ward No. 34, within the ambit of Kolkata Municipal Corporation, Kolkata- 700 010 unto and in favour of her son Pulak Ghosh.
- O. Absolute Ownership:- the said Alok Ghosh, Pulak Ghosh, Dipa Ghosh, Manabendra Ghosh, Soma Ghosh and Tamanud Ghosh have become the absolute owners, well seized and possessed of and/or well sufficiently entitled to ALL THAT piece and parcel of land measuring 28 Cottah 13 Chittack 25 Sq.Ft (more or less), under Mouza Kulia, Dihi Panchannagram, Touzi Sabek 1928, Hal 2833, Division 3, Sub Division 15, Holding No. 78, lying and situated at Premises No. 19, 20, 21, Barwaritala Road, Police Station Beliaghata, Office of Sub Registrar Sealdah, presently under Ward No. 34, within the ambit of Kolkata Municipal Corporation, Kolkata-700 010, hereinafter referred to as the SAID PROPERTY.
- P. Mutation:- The said Samarendra Kuamr Ghosh, Ahindra Kumar Ghosh, Jahirendra Kumar Ghosh, since deceased mutated their names in the records of Kolkata Municipal Corporation in respect of

- Premises No. 21, Barwaritala Road and Premises No. 19, Barwaritala Road, being Assessee No. 110340400185 and Assessee No. 110340400161. Further the said Ahindra Kumar Ghosh and Jahirendra Ghosh, mutated their names in the records of Kolkata Municipal Corporation in respect of Premises No. 20, Barwaritala Road, being Assessee No. 110340400175 and had been possessing and enjoying peacefully therein.
- Q. Development Agreement: The said Pulak Ghosh, Dipa Ghosh, Soma Ghosh, Tamanud Ghosh and Manabendra Ghosh the land owners along with our another co-sharer namely Alok Ghosh, since deceased, entered into a Development Agreement with the Developer dated 21st May, 2018, registered at the office of the Additional District Sub Registrar Sealdah, recorded in Book No. I, Volume No. 1606-2018, Pages from 71599 to 71668, Being Deed No. 160602196 for the year 2018, over and in respect of Premises No. 19, 20 and 21 Barwaritala Road, Kolkata 700 010, under Police Station Beliaghata, under Ward No. 34, within the ambit of Kolkata Municipal Corporation District South 24 Parganas for construction of a new building containing residential flats and commercial units over and in respect of the morefully and particularly described in the SCHEDULE, written hereunder on certain terms and conditions mentioned therein.
- **R. Deceleration:** A Deed of Declaration has been executed by and between the Owners namely Pulak Ghosh, Dipa Ghosh, Soma Ghosh, Tamanud Ghosh and Manabendra Ghosh the land owners along with our another co-sharer namely Alok Ghosh, since deceased and Ajmir Tower Private Limited on 4th June, 2018, registered at the office of the Additional District Sub Registrar Sealdah, recorded in Book No. I, Volume No. 1606-2018, Pages from 80849 to 80875, Being Deed No. 160602448 for the year 2018.
- **S. Development Power:** The said Owners along with Alok Ghosh since deceased under Development Power of Attorney dated 24.05.2018, was registered at the office of the Additional District Sub Registrar Sealdah and recorded in Book No. I, Volume No. 1606-2018, Pages from 75330 to 75380, Being No. 160602287 for the year 2018 on 24.05.2018, empowered the Developer to do all necessary acts and deeds including sanction of building plan in order to develop the **SAID PROPERTY,** morefully and particularly described in the **FIRST SCHEDULE,** written hereunder and to sell, transfer and convey the respective units from the Developer's Allocation.

- T. Amalgamation: By virtue of amalgamation vide Case No. M/034/22-Jan-19/2705 dated 22/01/2019, the aforesaid Premises No. 19, 20 and 21, Barwaritala Road, Kolkata 700 010, has been amalgamated and now known and numbered as Premises No. 21, Barwaritala Road, Kolkata 700 010, being the new Assessee No. 110340400185, within the ambit of Kolkata Municipal Corporation District South 24 Parganas, and measure about ALL THAT piece and parcel of land admeasuring an area about 28 Cottah 13 Chittack 25 Sq.Ft (more or less), more or less, lying and situated at Premises No. 21, Barwaritala Road, under Police Station Beliaghata, Kolkata 700 010, under Ward No. 34, within the ambit of Kolkata Municipal Corporation District South 24 Parganas, hereinafter referred to as the SAID PROPERTY, morefully and particularly described in the FIRST SCHEDULE, written hereunder.
- U. Death of Alok Ghosh: The said Alok Ghosh died on 14.04.2023, leaving behind his wife Dipa Ghosh and his son Aurkopravo Ghosh as his only legal heir and successor, who became entitled to the share as left by Alok Ghosh since deceased as per the provisions of the Hindu Succession Act, 1956 and became the Co-Sharer with the other Owners. Upon amalgamation the Owners namely Pulak Ghosh, Dipa Ghosh, Aurkaprovo Ghosh, Soma Ghosh, Tamanud Ghosh and Manabendra Ghosh herein are the joint owners of the SAID PROPERTY, morefully and particularly described in the SCHEDULE, written hereunder.
- V. New Power of Attorney: The said Pulak Ghosh, Dipa Ghosh, Aurkaprovo Ghosh, Soma Ghosh, Tamanud Ghosh and Manabendra Ghosh executed new Power of Attorney in favour of the Developer vide Power of Attorney dated 05.07.2023, registered at the office of Additional District Sub Registrar Sealdah, recorded in Book No. I, Volume No. 1606-2023, Pages from 67758 to 67780, Being Deed No. 160602517 for the year 2023.
- W. The said Developer/Promoter herein obtained the Building plan, duly sanctioned by Kolkata Municipal Corporation Vide Plan No 2023030050 from The Kolkata Municipal Corporation by payment of necessary fees and charges and on the basis of the said building plan.

- **X.** The Developer/Promoter obtained Registration Number under West Bengal Real Estate Regulation Act, under RERA No. ______
- Y. Thereafter the Developer/Promoter has started the construction of in terms of commencement certificate issued by Kolkata Municipal Corporation started the construction and constructed new G Plus Seven storied Building namely AJMIR EXOTICA, over and in respect of ALL THAT piece and parcel of land admeasuring an area about 28 Cottah 13 Chittack 25 Sq. Ft (more or less), more or less, lying and situated at Premises No. 21, Barwaritala Road, under Police Station Beliaghata, Kolkata 700 010, under Ward No. 34, within the ambit of Kolkata Municipal Corporation District South 24 Parganas, hereinafter referred to as the SAID PROPERTY, morefully and particularly described in the FIRST SCHEDULE, written hereunder.
- **Z.** The Developer/Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest as Promoter regarding the aforesaid land on which Project has been completed.

AA. The Purchaser/s/Allottees has/have approached the Developer to purchase the ALL THAT self-contained Residential Flat No.

from Developer's Allocation at a total consideration of Rs.

lying and situated in the newly constructed G + VII storied building namely "AJMIR EXOTICA", together with undivided proportionate share of land in the Said Property and together with undivided proportionate share in the Common Areas, of the Newly Constructed Building lying and situated at ALL THAT piece and parcel of land admeasuring an area about 28 Cottah 13 Chittack 25 Sq.Ft (more or less), more or less,

lying and situated at Premises No. 21, Barwaritala Road, under Police Station Beliaghata, Kolkata 700 010, under Ward No. 34, within the ambit of Kolkata Municipal Corporation District South 24 Parganas, hereinafter referred to as the **SAID PROPERTY**, morefully and particularly described in the **FIRST SCHEDULE**, written hereunder. and the Developer agreed to sell from Developer's Allocation more fully described in Second Schedule herein below, hereinafter referred to as the **SAID FLAT**.

- The CC. Developer/Promoter along with Owners/Vendors, represented by Developer/Promoter entered into Agreement for Sale with the Allottees/Purchasers on order to sell, transfer and convey ALL THAT self-contained Residential Flat No. " Developer's Allocation total consideration of Rs. at а lying and situated in the newly constructed G + VII storied building namely "AJMIR EXOTICA ", together with undivided proportionate share of land in the Said Property and together with undivided proportionate share in the Common Areas, of the Newly Constructed Building lying and situated at ALL THAT piece and parcel of land admeasuring an area about 28 Cottah 13 Chittack 25 Sq.Ft (more or less), more or less, lying and situated at Premises No. 21, Barwaritala Road, under Police Station Beliaghata, Kolkata 700 010, under Ward No. 34, within the ambit of Kolkata Municipal Corporation District South 24 Parganas, hereinafter referred to as the SAID PROPERTY, morefully and particularly described in the **FIRST SCHEDULE**, written hereunder. hereinafter referred to as the SAID FLAT, morefully and described in

the **SECOND SCHEDULE**, written hereunder and the Developer agreed to sell the **SAID FLAT**, morefully and described in the **SECOND SCHEDULE**, written hereunder from Developer's Allocation more fully described in **Second Schedule herein below**.

DD. The Owners/Vendors represented by Developer/Promoter and the Vendor & Developer/Promoter herein doth hereby declare and covenant with the Purchasers/Allottees that the said property and /or the **SAID FLAT** is free from all encumbrances like lien, charges, mortgage, attachment, litigation etc. of any nature whatsoever and that the Owner/Vendor & Developer/Promoter herein has full right, title and interest in the said premises and /or the SAID FLAT and has full right and authority to assign and transfer all their right, title and interest therein and the Owners/Vendors represented by Vendor & Developer/Promoter and the Developer/Promoter herein further declare that there is a clear title to the Flat and its appurtenances belongs to the Owner/Vendor and Developer/Promoter herein absolutely and that neither the Owner/Vendor and Developer/Promoter herein or any other person or persons has created any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the SAID FLAT and that notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Owner/Vendor and Developer/Promoter herein or any person or persons lawfully or equitably claiming by from through or in trust for them, the Owner/Vendor and Developer/Promoter herein has themselves full right, power and absolute authority to sell or transfer to the Purchasers/Allottees the **SAID FLAT** and their right, title and interest therein and that the Owner/Vendor and Developer/Promoter herein has not done or committed or omitted to do any act, deed, matter or thing whereby the Owners/Vendors, and/or occupation of the SAID FLAT possession Purchasers/Allottees may be rendered illegal and/or unauthorized for any reason or on any account. Having been satisfied with the Title of the Said Property and having been satisfied with the construction of Project, Sanctioned Plan, finishing of Said Flat, measurement and area of Said Flat, including fixtures, the Purchaser has agreed to purchase the **SAID FLAT** AND HENCE this DEED OF CONVEYANCE is executed.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS: -

In pursuance to the Agreement for Sale dated _____ and in consideration of the payment of sum Rs. as the total Consideration paid by the Purchasers/Allottees to the Developer/Promoter herein (receipt whereof the said the Developer/Promoter hereby as well as by the memo hereunder written acknowledges and admits and discharges from every part thereof acquits discharges and exonerates the Purchasers/Allottees) paid on or before the execution of these presents, the Owners/Vendors and Developer/Promoter doth hereby sell, transfer and convey unto and in favour of the Purchasers/Allottees herein ALL THAT self-contained Residential Flat No. from Developer's Allocation of at а total consideration Rs. _ , lying and situated in the newly constructed G + IV storied building namely "AJMIR EXOCTICA", together with undivided proportionate share of land in the Said Property and together with undivided proportionate share in the Common Areas, of the Newly Constructed Building lying and situated at **ALL THAT** piece and parcel of land admeasuring an area about 28 Cottah 13 Chittack 25 Sq.Ft (more or less), more or less, lying and situated at Premises No. 21, Barwaritala Road, under Police Station Beliaghata, Kolkata 700 010, under Ward No. 34, within the ambit of Kolkata Municipal Corporation District South 24 Parganas, hereinafter referred to as the SAID PROPERTY, morefully and particularly described in the FIRST SCHEDULE, written hereunder. hereinafter referred to as the SAID FLAT, morefully and described in the SECOND SCHEDULE, written hereunder, together with undivided proportionate share in the land of the Said Property and together with undivided proportionate share in the Common Areas and facilities, attached with and available in the Newly

Constructed Building lying, situated at being Municipal Premises No. 21, Barwaritala Road, Kolkata - 700 010, Police Station Beliaghata, within the Municipal limits of Kolkata Municipal Corporation, Ward No 34, under Additional District Sub Registration Office Sealdah, District 24 Parganas (South) hereinafter referred to as the **SAID FLAT**, morefully and particularly mentioned and described in the SECOND SCHEDULE, hereunder written TOGETHER WITH undivided proportionate share of LAND in the FIRSTSCHEDULE hereunder written and TOGETHER WITH other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building TOGETHER WITH **ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners/Vendors Vendor & Developer/Promoter hereinto the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchasers/Allottees absolutely and forever, subject to the payment of all rents, rates, taxes, GST payment, assessments, dues and duties now chargeable and payable by the Purchasers/Allottees and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND Owners/Vendors & Developer/Promoter herein doth hereby covenants with the Purchasers/Allottees that:-

1. The Owners/Vendors & Developer/Promoter now have good right and full power to convey and transfer by way of sale the **SAID FLAT** and the premises hereby conveyed or intended so to be unto and to the use of the Purchasers/Allottees in the manner aforesaid and put the Purchasers/Allottees in vacant, peaceful and unencumbered possession.

- 2. The Purchasers/Allottees may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the **SAID FLAT** and premises hereby conveyed with its appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by them the Owner/Vendor & Developer/Promoter herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
- 3. The Purchasers/Allottees shall hold the SAID FLAT free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner/Vendor & Developer/Promoter herein and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner/Vendor & Developer/Promoter herein or by any other person or persons claiming or to claim by, from, under or in trust for them.
- 4. The Purchasers/Allottees shall be entitled to the rights, benefits and privileges attached to the **SAID FLAT** and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the **SAID FLAT** as detailed in the **THIRD SCHEDULE** hereunder written.
- 5. The Purchasers/Allottees shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTHSCHEDULE** hereunder written.
- 6. The **SAID FLAT** and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.
- 7. The Purchasers/Allottees and other co owner shall abide by the Rules

- and regulations and common obligations along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder written.
- 8. The Purchasers/Allottees shall be entitled to the common easements and quasi easements affecting and attached to the **SAID FLAT** are as detailed in the **SIXTH SCHEDULE** hereunder written.
- 9. The Purchasers/Allottees shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed (Said Flat) subject to the terms herein contained to any one without the consent of the Owners/Vendors & Developer/Promoter herein or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchasers/Allottees under the terms of this conveyance.
- 10. The Purchasers/Allottees' undivided proportionate interest is impartible in perpetuity.
- 11. The Owner/Vendor & Developer/Promoter doth hereby further covenant with the Purchasers/Allottees that the Purchasers/Allottees may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the **SAID FLAT** and premises hereby conveyed with its appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by them the Owners/Vendors /Vendors or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for them or anyone of them.
- 12. The Owner/Vendor and/or any person/s having or claiming any estate, right, title or interest in the **SAID FLAT** and premises hereby conveyed or any part thereof by, from under or in trust for the Owner /Vendor or their heirs, executors, administrators or any of them shall

and will from time to time and at all times hereafter at the request and costs of the Purchasers/Allottees do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchasers/Allottees in manner aforesaid as by the Purchasers/Allottees, his heirs, executors or administrators and assigns shall be reasonably required.

- 13. The Purchasers/Allottees shall mutate the **SAID FLAT** in THEIR own names and shall pay all such Municipal taxes and other impositions that may be charged from time to time, directly to the concern authority.
- 14. The Owner/Vendor & Developer/Promoter herein has applied for the Completion Certificate and the same shall be obtained duly.

AND the Purchasers/Allottees and vendors/developer doth hereby covenant as follows:-

- i) THE Purchasers/Allottees shall regularly and punctually pay share of Municipal tax.
- ii) THE Purchasers/Allottees shall maintain at their costs the interior of the **SAID FLAT** hereby sold and conveyed in good and repaired condition.
- and portion walls, sewer, drains, pipes and other fittings and fixtures appurtenances thereto belonging in good tenantable repair and condition and in particular so as to support shelter and protect the parapets and other portions of the building besides the said flat.
- iv) THE Purchasers/Allottees shall not use the flat for any purpose other than for the purpose of residence and shall not store or allow to be stored any inflammable and combustible articles in the SAID FLAT and not to create any nuisance which may cause disturbances

to other occupants and shall not use or allow to be used their **SAID FLAT** for any illegal, immoral purposes.

- v) THE **SAID FLAT** should not at any time demolished, damaged or cause to be damaged by the Purchasers/Allottees then the Purchasers/Allottees shall be responsible for damage or breaking of the said flat.
- vi) The Association shall be formed by the Flat Owners/Vendors and Shop Room Owners/Vendors in future and the Purchaser shall be the member of such Association and shall abide by the Rules and Regulation as shall be framed by the Association

THE FIRST SCHEDULE ABOVE REFERRED TO SAID PROPERTY

ALL THAT piece and parcel of land admeasuring an area about **28 Cottah 13 Chittack 25 Sq.Ft (more or less),** more or less, **TOGETHER WITH G +VII storied building namely AJMIR EXOTICA** lying and situated at Premises No. 21, Barwaritala Road, under Police Station Beliaghata, Kolkata 700 010, under Ward No. 34, within the ambit of Kolkata Municipal Corporation District South 24 Parganas, which is butted and bounded in the manner following that is to say:-

ON THE NORTH BY: BARWARITALA ROAD

ON THE SOUTH BY: C.I. Shed, Shed

PRE. No. 18/H/11, BARWARITALA ROAD PRE. No. 24E, BARWARITALA ROAD PRE. No. 24D BARWARITALA ROAD& PRE. No. 24C BARWARITALA ROAD

ON THE EAST BY: PRE. No. 18/H/11, BARWARITALA ROAD

PRE. No. 18/H/14, BARWARITALA ROAD

ON THE WEST BY: PRE. No. 22, BARWARITALA ROAD

PRE. No. 23/A/1, BARWARITALA ROAD PRE. No. 23D BARWARITALA ROAD

THE SECOND SCHEDULE ABOVE REFERRED TO SAID FLAT

ALL	THA	Г	self-con	itained	R	Resident	tial	Flat	t	No.
"						1	from	D	evel	oper's
Allocati	ion	at	а	total	C	onside	ration	c	of	Rs.
					lyin	g and	situated	in	the	newly
constru	cted G	⊦ VII :	storied bu	ilding na	amely	"AJMI	R EXOT	ICA	", to	gether
with un	divided :	propo	rtionate s	hare of la	and in	the Sa	id Proper	ty ar	nd to	gether
with un	ndivided	prop	ortionate	share in	n the	Commo	on Areas	, of	the	Newly
Constru	icted Bu	ilding	lying and	situated	at AL l	L THAT	' piece an	d pa	rcel	of land
admeas	uring an	area	about 28	Cottah 1	13 Chi	ttack	25 Sq.Ft	(mo	re o	r less),
more or	less, ly	ing ar	nd situated	d at Prem	nises N	lo. 21, l	Barwarita	ala R	oad,	under
Police S	tation E	Beliagl	nata, Kolk	ata 700	010, 1	under V	Ward No.	34,	with	in the
ambit o	of Kolka	ata N	Municipal	Corpora	ation	Distric	t South	24	Par	ganas,
hereinat	fter refe	rred t	o as the s	SAID PR	OPER	TY, mo	orefully a	nd p	partio	cularly
describe	ed in the	FIRS	ST SCHEE	ULE.						

THE THIRD SCHEDULE ABOVE REFERRED TO (COMMON PORTION, AREAS AND FACILITIES INCLUDE)

- a) The said land described in the First Schedule hereinabove written.
- b) The foundations, columns, girders, beams, supports, main walls ducts, corridors, lobbies, stairs, stairways and entrance and exists of the building.
- c) Concealed electrical wiring and fittings and fixtures and of lighting in the staircase, lobby common passages and other common areas in the building and the said land.
- d) Drains and sewers from the building to the Corporation duct, boundary walls and main gates.
- e) Staircase and landings on all floors.
- f) Water pump and meter together with the space required therefore, underground water reservoir, reservoir, overhead water tank and distribution pipes from the tank to different units and from reservoir to the tank. The water reservoir is to be at a raised level to avoid rain water getting into reservoir.

- g) Water and sewerage evacuation pipes from the units to drains and sewers common to the building.
- h) The ultimate roof and terrace of the building.
- i) Common meter room.
- j) Common Lift.

THE FOURTH SCHEDULE ABOVE REFERRED TO (COMMON EXPENSES)

- 1. All costs of maintenance operating, replacing, white washing, painting, re-building, re-constructing, decorating, re-decorating and light the common area and also the walls, other walls on the building.
- 2. All charges and deposit for suppliers of common facilities and utilities.
- 3. The salaries of all the person employed the said purpose.
- 4. Insurance premium for insurance of the building against earthquake, fire, lighting, mob, violence, civil commodities damage, etc.
- 5. Municipal taxes, common electric charges and other outgoings those separately assessed on the respective flat/Unit.
- 6. Cost and charges of establishment for maintenance of the building and for watch and guard stuff.
- 7. All litigation expenses for protecting the title of the land with building.
- 8. The expenses incurred for maintenance the office for common expenses.
- 9. All expenses mentioned as above shall be proportionate borne by the co-Purchasers/Allottees on and from date of taking charges and occupation of their respective flats.

THE FIFTH SCHEDULE ABOVE REFERRED TO [COMMON OBLIGATIONS & RULES AND REGULATIONS]

- 1. The share or interest in the land underneath is impartible and the Purchasers/Allottees shall not claim partition of the undivided proportionate share in the land and/or the common parts of the Building and/or in respect of the common service and utilities.
- 2. The Purchasers/Allottees shall apply for mutation of the Second Schedule property in THEIR own name and apply for and has the said

- separately assessed for the purpose of Municipal rates and taxes, Khajna etc.
- 3. The common maintenance charges shall be applicable on the sold units and the developer shall not be required to pay any maintenance charges on the unsold units till the same are sold to intending Purchaser/s.
- 4. The Purchasers/Allottees shall use the SAID FLAT and all common portions peacefully with the other co owner.
- 5. The Purchasers/Allottees shall not do any of the following acts, deeds and things:
 - a) Violate any of the rules and/or regulations laid down for the common purpose and of the users of the common portions.
 - b) Injure, harm or damage the common portions of any other Unit in the Building by making any alternative or withdrawing any support or otherwise.
 - c) Carry out repairs in a manner so as to affect the structural stability of the building.
 - d) Keep or store any offensive, combustible, obnoxious, dangerous or hazardous article in the said Flat.
 - e) Affix or drew any cable, wire, pipe line from and through any common portions or outside wall of the Building or other Units.
 - f) Keep any heavy articles on the floor or operate any machine other than the usual home appliance.
 - g) Cover the balcony and or change the elevation of the building by installing Split ac units and/or any other equipment.
 - h) Change the colour scheme of the windows, grill and the main door, main gate of the **SAID FLAT** other than according to the specification or upon formation of the Association in writing.

THE SIXTH SCHEDULE ABOVE REFERRED TO (EASEMENTS AND QUASI-EASEMENTS)

- 1. The Purchasers/Allottees shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the **SAID FLAT** and the properties appurtenant or otherwise thereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number or appertaining hereto which are thereinafter more fully specified Excepting and Reserving unto the Owner/Vendor/Developer and other Co-Owners/Vendors and occupiers of other flats of the building the rights, easements, quasi-easements, privileges.
- 2. The right of access in common with other Owners/Vendors or occupiers of the flats of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.
- 3. The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land provided always and it is declared that therein contained shall permit the Purchasers/Allottees or any person deserving title under the Purchasers/Allottees and/or his servants agents and employees invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the Vendors' and other co-Owners/Vendors or occupiers of other flats of the said building property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.
- 4. The right of protection of the said floor and the properties appurtenant hereto by or from all other parts of the said building as they now protect the same and in any manner not to demolish the support.
- 5. The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes and to the **SAID FLAT** and the properties appurtenant hereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the **SAID FLAT** and

- the **SAID FLAT** and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the **SAID FLAT** and the properties appurtenant hereto for all lawful purpose whatsoever.
- 6. The right with or without workmen and necessary materials for the Purchasers/Allottees to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant hereto to so far as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.

IN WITNESS WTHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the
OWNERS/VENDORS in the presence of:
1.
2.
SIGNATURE OF THE OWNERS/VENDORS
Represented by Developer/Prompter
SIGNED SEALED AND DELIVERED by the
DEVELOPER/PROMOTER in the presence of:
1.
2.
SIGNATURE OF DEVELOPER/PROMOTER
SIGNED SEALED AND DELIVERED by the
PURCHASERS/Allottees in the presence of:
1.
2.
SIGNATURE OF PURCHASERS/ALLOTTEES
Drafted by

Advocate

MEMO OF CONSIDERATION

SIGNATURE OF THE WITNES	s
1.	
2.	
	SIGNATURE OF DEVELOPER/PROMOTER