

DEED OF CONVEYANCE

THIS INDENTURE made on this ____ day of ____ Two thousand
Twenty-Five (2025)

BETWEEN

KALIM PREMIER REALTY LLP

Raish Kal

Designated Partner

SRI SHAMBHU NATH SINGH (PAN: APEPS1977H), son of Late Jamuna Prosad Singh, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at premises No. 104, Madan Mohan Burman Street, P.O.- Burrabazar, P.S.- Jorasanko, Kolkata- 700 007, **SRI JAGADISH SINGH (PAN: EQHPS0776N)** and **SRI KRIPAMAY SINGH (PAN: FYRPS8838G)** both son Sri Shambhu Nath Singh, both by faith- Hindu, both by occupation- Business, both by nationality- Indian, both residing at premises No. 104, Madan Mohan Burman Street, P.O.- Burrabazar, P.S.- Jorasanko, Kolkata- 700 007, acting through its constituted attorney **KALIM PREMIER REALTY LLP**, a company incorporated under the Companies Act, 2013, having PAN-**ABDFK4014C**, and having its Registered Office at Premises No. 63, Rafi Ahmed Kidwai Road, Post Office-Park Street, Police Station-Park Street, Kolkata-700 016, represented by its two Partners, **OVAISH KALIM, (PAN : HXJPK8838K)** son of FIRDOUS KALIM, by faith- Islam, by occupation – Business, by Nationality – Indian, residing at 61, Ripon Street, Post Office – Park Street, Police Station – Park Street, Kolkata 700016 and **FARHAN RAZA, (PAN : FERPR5849A)** son of MOHAMMAD JAMALUDDIN, by faith- Islam, by occupation – Business, by Nationality – Indian, residing at Block – A, Flat – 304, 67, Suresh Sarkar Road, Entally, Kolkata – 700014, hereinafter referred to as the **OWNER/ VENDOR** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

KALIM PREMIER REALTY LLP, a company incorporated under the Companies Act, 2013, having PAN-**ABDFK4014C**, and having its Registered Office at Premises No. 63, Rafi Ahmed Kidwai Road, Post Office-Park Street, Police Station-Park Street, Kolkata-700 016, represented by its two Partners, **OVAISH KALIM, (PAN : HXJPK8838K)** son of FIRDOUS KALIM, by faith- Islam, by occupation – Business, by

Nationality – Indian, residing at 61, Ripon Street, Post Office – Park Street, Police Station – Park Street, Kolkata 700016 and **FARHAN RAZA, (PAN : FERPR5849A)** son of MOHAMMAD JAMALUDDIN, by faith-Islam, by occupation – Business, by Nationality – Indian, residing at Block – A, Flat – 304, 67, Suresh Sarkar Road, Entally, Kolkata - 700014 hereinafter jointly referred to as the **DEVELOPER/ VENDOR** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART.**

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

WHEREAS by a registered Sate Deed dated 10.05.1938 registered in the office of the Calcutta Assurances recorded in Book No. I, Volume No. 43, Pages from 215 to 223 being Deed No. 1821 for the year 1938 one M/s Star trading & Investment Limited purchased from Seth Baldeo Das Bajoria son of Raj Ramji Das Bajoria **ALL THAT** piece and parcel of land, measuring about 10 Cottah, 13 Chittacks, 2 sq. ft. more or less **TOGETHER WITH** five storied old tenanted building standing thereon, lying and situates at and being premises No. 104, Madan Mohan Burman Street (previously known as Premises No. 23, Mechua Bazar Street), P.O.- Burrabazar, P.S.- Jorasanko, Kolkata- 700 007 within the jurisdiction of Ward No. 39 of the Kolkata Municipal Corporation **TOGETHER WITH** all right, title and interest appertaining thereto free from all encumbrances against the valuable consideration as mentioned therein and for the sake of brevity hereinafter called and referred to as the said property;

AND WHEREAS by a registered Sale Deed dated 19.12.1994 registered in the office of Delhi and recorded in Book No. I, Volume No. 1195, Pages from 146 to 153 being Deed No. 2755 for the year 1994 the said M/s Star Trading & Investment Limited as the vendor therein sold, transferred and conveyed up to and in favor of the Shambhu Nath Singh and Kunti Singh the purchaser therein **ALL THAT** piece and parcel of land, measuring about 10 Cottah, 13 Chittacks, 2 sq. ft. more or less **TOGETHER WITH** five storied old tenanted building standing thereon, lying and situates at and being premises No. 104, Madan Mohan Burman Street (previously known as Premises No. 23, Mechua Bazar Street), P.O.- Burrabazar, P.S.- Jorasanko, Kolkata- 700 007 within the jurisdiction of Ward No. 39 of the Kolkata Municipal Corporation **TOGETHER WITH** all right, title and interest appertaining thereto free from all encumbrances against the valuable consideration as mentioned therein and for the sake of brevity hereinafter called and referred to as the said property;

AND WHEREAS by virtue of the said Shambhu Nath Singh and Kunti Singh became the joint owner in respect of the said property each having undivided $\frac{1}{2}$ (half) share therein;

AND WHEREAS the said Shambhu Nath Singh and Kunti Singh being the joint owner of the said property duly submitted the aforesaid Sale Deed dated 19.12.1994 before the Registrar Assurances Calcutta for adjudication and after assessment the stamp duties and registration fees were fixed by the said authority and the assesses amount was deposited towards the deficit registration fees and stamp duties and accordingly the concerned authority duly adjudicated the aforesaid Sale Deed in the year 2014.

AND WHEREAS the said Shambhu Nath Singh and Kunti Singh being the joint owner of the said property duly applied for mutated their names in the records of the Kolkata Municipal Corporation in respect of the said property;

AND WHEREAS the said Kunti Singh being spinster duly made and published her last Will and Testament dated 02.08.2002 thereby bequeathing her undivided $\frac{1}{2}$ (half) share in respect of the said property unto and in favor of her two nephews namely Sri Jagadish Singh and Sri Kripamay Singh both sons of Shambhu Nath Singh jointly and equal share;

AND WHEREAS on 04.04.2003 the said Kunti Singh died and subsequently the executor of her Last Will and Testament dated 02.08.2002 duly filed an application before the Learned Chief Judge, City Civil Court, Calcutta for grant of probate and the same was registered as probate Case No. 06 of 2012 and subsequently vide order dated 18.12.2013 the Learned Chief Judge, City Civil Court, Calcutta was pleased to grant probate in respect of the Last Will and Testament dated 02.08.2002 made and published by the deceased Kunti Singh;

AND WHEREAS by virtue of the aforesaid Will the said Sri Jagadish Singh and Sri Kripamay Singh became the joint owners in respect of the undivided $\frac{1}{2}$ (half) share left by the deceased Kunti Singh in respect of the said property and being the joint owners of the said property duly applied for and mutated their names in the records of the Kolkata Municipal Corporation in respect of the said property;

AND WHEREAS by the virtue of the recital as above recited the said Shambhu Nath Singh, Sri Jagadish Singh and Sri Kripamay Singh became the joint owners in respect of the said property **TOGETHER WITH** all rights, title and interest appertaining thereto free from all encumbrances and have been paying the municipal taxes regularly;

AND WHEREAS the First party being the landowners with the intention to develop the premises submitted sanction plan before the Kolkata Municipal Corporation and the said proposal was approved by the Kolkata Municipal Corporation vide building sanction plan No. _____ dated _____.

AND WHEREAS the said land owners herein being desirous of developing the said property had taken offers from various intending Developers and upon scrutinizing the said offers, the said land owners found the offer made by the Developer herein to be most suitable and most beneficial.

AND WHEREAS Shambhu Nath Singh, Jagdish Singh and Kripamay Singh entered into a Development Agreement with **KALIM PREMIER REALTY LLP** and the said Development Agreement was registered in the office of ARA- II, Kolkata dated _____, recorded in Book No. I, Volume No. _____, Pages _____ to _____, being Deed No. _____ and simultaneously executed Registered Power of Attorney in their favour which was recorded in Book No. I, Volume No. _____, Pages _____ to _____, being Deed no. _____ for the year 2025.

AND WHEREAS the vendor herein is been in peaceful possession of the said flat being No. ____ on the _____-floor admeasuring about _____ sq. ft. Carpet area corresponding to _____ sq. ft. super built consisting of _____ Bedrooms, _____ Bathrooms, 1 Hall cum Dining, 1 Kitchen and - _____ Balcony along with _____ car parking space on the ground floor admeasuring about 135 sq. ft. at premises No. 104, Madan Mohan Burman Street, P.O.- Burrabazar, P.S.- Jorasanko, Kolkata- 700 007.

AND WHEREAS the vendee herein approached the vendor to sell the flat mentioned in the Second schedule hereinunder written at or the price of Rs. _____/- (Rupees _____ Lakh) only being the consideration amount.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

ARTICLE-I: DEFINITION

1. **LAND OWNER:** shall mean **SHRI SHAMBHU NATH SINGH, SRI JAGADISH SINGH AND SRI KRIPAMAY SINGH.**
2. **VENDOR/ DEVELOPER: KALIM PREMIER REALTY LLP,** a company incorporated under the Companies Act, 2013, having PAN-**ABDFK4014C**, and having its Registered Office at Premises No. 63, Rafi Ahmed Kidwai Road, Post Office-Park Street, Police Station-Park Street, Kolkata-700 016
2. **SAID BUILDING:** shall mean the Building to be constructed on a land measuring land area 10 Cottah, 13 Chittacks, 2 sq. ft. at premises No. 104, Madan Mohan Burman Street, P.O.- Burrabazar, P.S.- Jorasanko, Kolkata- 700 007, described in the First Schedule hereunder written.
3. **FLAT:** shall mean the infrastructure of the Flat described in the **SECOND SCHEDULE** hereunder written.
4. **PURCHASERS:** shall mean _____
5. **COMMON EXPENSES:** shall mean and include all expenses to be incurred by the Purchasers for the maintenance, management and upkeep of the said Premises and the said building and/or expenses for common purposes of the Purchaser in proportion to the area of their/his/her Flat for rendition of the common services.
6. **COMMON PARTS AND PORTIONS:** shall and include staircases, common passage, lift room, lift well, pump rooms, water tank for maintenance and/or management of the building, more fully and particularly described in the hereunder written.
7. **COMMON PURPOSES :** shall mean the purposes of maintaining the said Premises and the said Building and in particular the common parts, collection and disbursement of common expenses and dealing with the matters of common interest of the Purchaser and relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective Flat exclusively and the common parts in common by the Purchaser.

8. **COVERED AREA:** shall mean area of the Flat as per sanctioned Plan and also thickness of the finished outer walls, internal walls and pillars.
9. **BUILT UP AREA:** shall mean the total covered area of the Flat as described in the Sketch Map annexed to this Agreement together with proportionate share in the areas of the common use in respect of the building which include stairs, common passage, pump room, lift room and lift well, water reservoir and the areas as specified in the Schedule.
10. **PREMISES/SAID PREMISES:** shall mean as new storied building at premises No. 104, Madan Mohan Burman Street, P.O.- Burrabazar, P.S.- Jorasanko, Kolkata- 700 007
11. **SINGULAR:** shall mean and include "PLURAL" and vice-versa.
12. **MASCULINE:** shall mean and include "FEMININE" and vice-versa.
13. **RESTRICTIONS:** shall mean various restrictions regarding the user Holding of the said Flat as hereinafter stated.

ARTICLES-II: PAYMENT

1. In consideration of the above, the Purchaser has agreed to make payment of a sum of **Rs. _____/- (Rupees _____ Only), exclusive GST**, hereinafter called as the consideration amount, which amount includes the cost of construction of the said Unit/Flat and also the cost of nomination for acquiring the undivided proportionate share in the said Premises and attributable to the said Flat and such consideration to be paid.
2. GST will be charged extra as per Applicable Rate.
3. In addition to the aforesaid consideration, the Purchasers shall also pay the following amounts to the Owner and payment of such amount shall be made at or before taking over the possession and/or date of registration of the said Flat.
4. All betterment fees, taxes and other levies, charges imposed by the Government or any other authority relating to the said Premises and/or the said Flat shall be paid and borne by the Purchaser proportionate to

his/her/its interest thereon and those relating only to the said Unit shall be borne solely and conclusively by the Purchaser.

ARTICLE-III: RESTRICTIONS AND OTHER OBLIGATIONS

1. As from the date of possession of the said Flat, the Purchaser agrees and covenants:

- (a) To co-operate with the other Co-Purchasers and maintenance of the said building.
- (b) To allow the Vendor with or without workman to enter into the said flat for maintenance and repairs so long as the maintenance of the building will be handed over within 3 years.
- (c) To pay and bear the common expenses and other outgoings and expenses since the date of possession.
- (d) To pay charges for electricity in or relating to the said Flat wholly and proportionately relating to the common parts.
- (e) Not to do any act, deed or thing or obstruct the construction and completion of the said building in any manner whatsoever.
- (f) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Flat or any portion of the building.
- (g) Not to store or bring and allow to be stored and brought in the said Flat any goods or hazardous or combustible nature of which are so heavy as to effect or endanger the structure of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc., in any manner.
- (h) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- (i) Not to do or cause anything to be done in or around the said Flat which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat or adjacent to the said Flat or in any manner interfere with the use and rights and

enjoyment thereof or any open passage or amenities available for common use.

- (j) Not to damage or demolish or cause to be damaged or demolished the said Flat or any part thereof at any time or at the fittings and fixtures affixed thereto.
- (k) Not to close or permit the closing of verandah or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the Verandahs, lunge or any external walls or the fences of the external doors and windows, including grills of the said Unit which in the opinion of the Vendor differs from the colour scheme of the building or deviation of which in the opinion of the Vendor may affect the elevation in respect of the exterior walls of the said building.
- (l) Not to install grills the design of which have not been suggested and approved by the Architect.
- (m) Not to make in the said Flat any structural additions and/or alterations which is menu, columns, partition walls etc., or improvement of a permanent nature except with the prior approval in writing of the Vendor and with the sanction of the KMC and/or any other concerned authority.
- (n) Not to use the said Flat or permit the same be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which or is likely to cause nuisance or annoyance to the occupiers of the other portions of the said building or the Vendor and occupiers of the neighbouring Premises or for any illegal or immoral purpose or as a boarding house, nursing home, amusement or entertainment centre, eating or catering place, dispensary or a meeting place or for any commercial industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any mutcha or pucca construction grilled well/enclosure thereon or part thereof and shall keep it always open as before, dwelling or

staying of any person or blocking any and/or putting any articles shall not be allowed on the Car Parking Space.

- (o) To abide by such building rules and regulations as may be made applicable by the Vendor before the formation of the society after the Holding organisation is incorporated to comply with and/or to adhere to the building rules and regulations of such Holding Organization.
- (p) To observe the rules framed from time to time upon formation of the Association for quiet and peaceful enjoyment of the said building as a decent building.
- (q) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building and/or common parts/areas and wholly for the said Flat and/or to make deposits on account thereof, in the manner, mentioned herein and upon formation of the Association as the case may be. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Flat has been taken or not by the Purchaser.
- (r) To pay charges for electricity in or relating to the said Flat wholly and proportionately relating to the common parts.
- (s) Not to sub-divide the said Flat and/or the Parking Space if allotted or any portion thereof.
- (t) The Purchaser need to make full payment to utilize the amenities of Kalim Premier Pride.
- (u) **THE PURCHASER AGREES THAT –**
 - (i) That the Purchasers shall pay the maintenance charges at the Rate of Rs. ___/- (Three) per sq. ft. on super built up area to the Vendor. The maintenances charges will be calculated from the date of possession of the aforesaid flat and such maintenance charges will be enhanced in future depending upon the market price.
 - (ii) After 3 years the proportionate rate payable by the Purchaser for the common expenses shall be decided by the Committee from time

to time and the Purchaser shall be liable to pay all such expenses wholly, if it relates to the Purchaser's Flat. The statement of accounts of the proportionate of the charges as prepared by the Committee shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same.

- (iii) Formation of Association to be done by only Kalim Premier Realty LLP
- (iv) After the formation of the Association the Purchaser shall pay such amounts for the aforesaid purpose as may be demanded by the Association.

ARTICLE - IV: MISCELLANEOUS

1. This Deed is completely independent and the parties hereto entered into and the Vendor and the Purchaser and giving rise to independent actions.
2. The Purchaser shall not be entitled to assign his right pertaining to this Agreement for Sale to any other third parties except his family members viz., wife and children in any manner whatsoever.
3. The right of the purchase shall remain restricted to the said Flat and in no event the Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said Building of the said Premises.
4. **THE BUILDING:** shall be known by the name KALIM PREMIER PRIDE. and the said names shall not be changed under any circumstances in future.
5. The Purchaser has no roof rights.

NOW THIS INDENTURE WITNESSETH that in consideration of the said sum of Rs. _____/- (Rupees _____) only well and truly paid by the Purchasers to the Vendors before execution of these presents. The Vendors do and each of them doth hereby absolutely and indefeasibly grant, convey, sell, transfer, assign and assure unto the Purchasers **ALL THAT** flat being No. ____ on the _____-floor admeasuring about _____ sq. ft. Carpet area corresponding to _____ sq. ft. super built consisting

of ____ Bedrooms, ____ Bathrooms, 1 Hall cum Dining, 1 Kitchen and ____ Balcony along with ____ car parking space on the ground floor admeasuring about ____ sq. ft. at premises No. 104, Madan Mohan Burman Street, P.O.- Burrabazar, P.S.- Jorasanko, Kolkata- 700 007, morefully described in the Second Schedule hereunder written and hereinafter for the sake of brevity referred to as “their allotment in the said Flat” **TOGETHER WITH** their respective shares in the said flat morefully and particularly mentioned in the Second schedule hereto or **HOWSOEVER OTHERWISE** the said Flat or any part thereof were or was or now are or is situated butted bounded called known numbered described or distinguished **TOGETHER WITH** all rights into and in respect of the common wall if any **AND ALSO TOGETHER WITH** rights, benefits and privileges to which the Vendors are entitled under and by virtue of any mutual covenants and arrangements **AND ALSO TOGETHER WITH** all buildings sheds, structures, erections, walls boundary walls, pits, area, yards, courtyards, waters, swears, drains, wages, paths and passages and all and all manner of former and other rights, lights, liberties, advantages, easements, privileges, emoluments, appendages and appurtenances, whatsoever to the said premises or any part thereof now are or is or at any time or times hereinbefore were or was held, used, occupied or enjoyed or reputed to belong or by appurtenant thereto **AND** the reversion of reversions remainder or remainders and the rents issues and profits thereof **AND** every part thereof and all the legal incidents and inheritance thereof **AND** all the estate, rights, title, interest, use possession property claim and demand whatsoever both at law and in equity of the vendors into an upon the said premises or any part thereof **TOGETHER WITH** all deeds, pattahs muriments, writings and evidence of title exclusively relating to the said premises or any part or parcel thereof which was are or thereafter shall or may be in the custody, power or possession of the vendors or which the vendors can or may procure the same without any action or suit at law or in equity **TO HAVE AND TO HOLD** flat being No. ____ on the Second-floor admeasuring about ____ sq. ft. Carpet area corresponding to ____ sq. ft. super built consisting of ____ Bedrooms, ____ Bathrooms, 1 Hall cum Dining, 1 Kitchen and ____ Balcony along with ____ car parking space

on the ground floor admeasuring about _____ sq. ft. at premises No. 104, Madan Mohan Burman Street, P.O.- Burrabazar, P.S.- Jorasanko, Kolkata- 700 007, hereby granted conveyed, sold and transferred or expressed or intended, to be and every paid thereof **TOGETHER WITH** all the rights members and appurtenance unto and to the use of the purchaser absolutely and forever free from all encumbrances whatsoever.

THE SCHEDULE 'A' ABOVE REFERRED TO

DESCRIPTION OF LAND

ALL THAT piece and parcel of land, measuring about 10 Cottah, 13 Chittacks, 2 sq. ft. more or less **TOGETHER WITH** five storied old tenanted building standing thereon, measuring about 10000 sq. ft., (2000 sq. ft. on each floor with cemented flooring) lying and situates at and being premises No. 104, Madan Mohan Burman Street (previously known as Premises No. 23, Mechua Bazar Street), P.O.- Burrabazar, P.S.- Jorasanko, Kolkata- 700 007 within the jurisdiction of Ward No. 39 under the limits of the Kolkata Municipal Corporation, within town of Kolkata, West Bengal and the same is butted and bounded as follows:

ON THE NORTH	: By Madan Mohan Burman Street;
ON THE SOUTH	: By Premises No. 106, Madan Mohan Burman Street;
ON THE EAST	: By premises No. 108/108A, Shambhu Chatterjee Street;
ON THE WEST	: By premises No.102/H/1, Madan Mohan Burman Street,

Zone:- Bidhan Sarani Crossing to Mercus Square

THE SCHEDULE 'B' ABOVE REFERRED TO :

ALL THAT the oneself contained Flat No. _____ on the Second-floor admeasuring about ____ sq. ft. Carpet area corresponding to ____ sq. ft. super built consisting of ____ Bedrooms, ____ Bathrooms, ____ Hall, ____ Dining,

1 Kitchen and 1 Balcony along with one car parking space on the ground floor admeasuring about 135 sq. ft. together with undivided proportionate share in the land beneath the building together with common areas, portions, amenities, facilities attached to the said building, lying and situated at premises No. 104, Madan Mohan Burman Street, P.O.- Burrabazar, P.S.- Jorasanko, Kolkata- 700 007., sub registry office at Alipore within the limits of Calcutta Municipal Corporation.

IN WITNESS WHEREOF the Parties hereto have 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 the

presence of:

1.

**(SIGNATURE OF THE OWNER REPRESENTED TROUGH
 ITS CONTITUTED ATTORNEY)**

2.

(SIGNATURE OF THE DEVELOPER)

SIGNATURE OF THE PURCHASER

Prepared by:

MEMO OF CONSIDERATION

RECEIVED from the within named Purchasers the within mentioned sum of **Rs** _____/- (**Rupees** _____) Only in respect of sale of the Second Schedule mentioned Flat in the following manner :-

MEMO

Total

Rs. _____/-

(**Rupees** _____) Only.

W I T N E S S E S :

1.

2.

KALIM PREMIER REALTY LLP

Jaish Kal:

Designated Partner

(SIGNATURE OF THE VENDOR/DEVELOPER)