

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the _____ day of
..... Two Thousand and Twenty (**2020**)

BETWEEN

(1) **SRI PRODIP COOMAR**, (PAN –), son of Late Benoy Pada Coomar, by faith – Hindu, by Nationality – Indian, residing at 4A, Rawdon Street, P.S. Shakespeare Sarani, Kolkata - 700017, (2) **SRI SUJIT COOMAR**, (PAN –), son of Late Sudhirendra Commar, by faith – Hindu, by Nationality - Indian, residing at 106, Durgacharan Doctor Road, P.S. Taltala, Kolkata - 700014, (3) **SMT. SUDEBI COOMAR**, (PAN –), wife of Late Subrata Coomar, by faith – Hindu, by Nationality – Indian, residing at 112, Kalitala Road, Purbachal, P.S. Garfa, Kolkata – 700 078, (4) **SRI SAPTARSHI COOMAR**, (PAN –), son of Late Subrata Coomar, by faith – Hindu, by Nationality – Indian, residing at 112, Kalitala Road, Purbachal, P.S. Garfa, Kolkata – 700078, (5) **SMT. SUVRA MALLICK**, (PAN –), wife of Late Amarendra Mallick, by faith – Hindu, by Nationality – Indian, residing at 235/3/2, N.S.C. Bose Road, P.S. Tollygunge, Kolkata – 700047 and (6) **SMT. DEEPA NIYOGI**, (PAN –), daughter of Late Ramesh Ghosh and Late Sandhya Ghosh, by faith – Hindu, by Nationality – Indian, residing at 74, Sarat Bose Road, P.S. Ballygunge, Kolkata – 700025, hereinafter collectively referred to as the “**OWNERS**” (which term or expression shall unless otherwise 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 **FIRST PART**. All are represented by their lawful Constituted attorney “**MESSRS ECOPRIME HIGHRISES PRIVATE LTD.**”, (PAN – **AADCE1008J**), incorporated under The Companies Act, 1956, having its place of business at No. 19A, Palit Street, P.O. & P.S. Ballygunge, Kolkata - 700 019, represented by its Authorised Signatory **MR. CHIRADEEP BHATTACHARYA**, (PAN – **AHTPB0194Q**), son of Late Chiranjib Bhattacharya, by faith – Hindu, by Occupation - Business, by Nationality – Indian, residing at 45/26, Moore Avenue, P.O. & P.S. Regent Park, Kolkata – 700 040, as per the Resolution of the Board of Directors dated 05.07.2012, by virtue of a registered General Power of Attorney after registered Development Agreement executed on 23.05.2013 and registered on 05.08.2013, registered in the office of the Addl. Registrar of Assurances - III, Kolkata and recorded into Book No. IV, CD Volume No. 9, Pages from 7008 to 7023, Being No. 06228 for the year 2013

AND

(1) , (PAN –), son of , by Occupation - and (2) , (PAN –), wife of , by

Occupation – , both by Religion - Hindu, by Nationality – Indian, both are residing at , P.O. , P.S. , Kolkata - 700 0.... , hereinafter jointly called and referred to as the **“PURCHASERS”** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**

AND

“MESSRS ECOPRIME HIGHRISES PRIVATE LTD.”, (PAN – AADCE1008J), incorporated under The Companies Act, 1956, having CIN U70109WB2012PTC180811, having its place of business at No. 19A, Palit Street, P.O. & P.S. Ballygunge, Kolkata - 700 019, represented by its’ Authorised Signatory **MR. CHIRADEEP BHATTACHARYA, (PAN – AHTPB0194Q)**, son of Late Chiranjib Bhattacharya, by faith – Hindu, by Occupation - Business, by Nationality – Indian, residing at 45/26, Moore Avenue, P.O. & P.S. Regent Park, Kolkata - 700040, as per the Resolution of the Board of Directors dated 12.07.2019, hereinafter referred to as the **“PROMOTER/DEVELOPER/CONFIRMING PARTY”** (Which expression shall unless repugnant to the context or meaning thereof include, its’ Managing Directors, Board of Directors, Legal Representatives, Office Bearers, Administrators, Representatives, Successor in title and the assigns) of the **THIRD PART.**

WHEREAS on 6th day of February 1940, one Smt. Monmohini Coomar purchased all the piece and parcel of land comprising an area of 1 (One) Bigha 4 (four) Cottahs and 8 (Eight) Chittacks little more or less situated and lying at and being Municipal Premises No.4, Rawdon Street, Kolkata – 700017, P.S. Shakespeare Sarani from Arathoon Mackertoon Arathoon which was registered at the office of the Registrar of Assurances, Calcutta , in Book No. 1, Volume No. 45, at pages 12 to 17, Being No. 386, of 1940.

AND WHEREAS the said Smt. Monmohini Coomar purchased the said property with her own money, but her instance, the name of herself and her husband and benamdar, Sri Benoy Pada Coomar was inserted in the said Conveyance as Purchasers.

AND WHEREAS Sri Benoy Pada Coomar, the husband of said Smt. Monmohini Coomar, executed and registered a Deed of Release in favor of his wife

Smt. Monmohini Coomar on 25th day of September, 1957, and by virtue of the Deed of Release Smt. Monmohini Coomar became the absolute owner of 4, Rawdon Street, Kolkata – 700017, P.S – Shakespeare Sarani, comprising an area of 1 (One) Bigha 4 (Four) Cottahs and 8 (Eight) Chittacks little more or less.

AND WHEREAS, on 9th day of June, 1966, Smt. Monmohini Coomar made a Declaration of Trust which was duly registered with the Registrar of Assurances Kolkata, by Book No 1, Vol. No 58, Pages 164 to 169, Being No. 2967, in favor of her minor son, **SRI PRODIP COOMAR**, and appointed herself as a settler and Trustee of the said “**PRODIP COOMAR TRUST**” wherein, inter alia all that portion of 4, Rawdon Street, Kolkata – 700016 consisting of an old residential house and servant’s quarters with movables bounded by

- ON THE NORTH** - A.M Arathoon
ON THE EAST - Rawdon Street
ON THE SOUTH - Short Street
ON THE WEST - Portion of 4, RAWDON STREET,

measuring Twelve and Half Cottahs comprising mostly of garden and one storey structure. And thus, the original premises 4, Rawdon Street 1 (One) Bigha 4 (Four) Cottahs and 8 (Eight) Chittacks little more or less was separated into two Municipal holding numbers and two separate premises into 4, Rawdon Street, Kolkata – 700017, P.S. Shakespeare Sarani, comprising an area of 12 (Twelve) Cottahs, consisting of an old residential house and servants quarters and 7B, Short Street, Kolkata – 700017, P.S. Shakespeare Sarani, comprising an area of 12 and a half Cottahs, comprising mostly of garden and one – storied structure.

AND WHEREAS the said Smt. Monmohini Coomar died intestate on 10th February, 1984 leaving behind the following legal heirs and successors who have inherited the above immovable property by virtue of Dayabhaga School of Hindu Law and Indian Law of Succession: - (a) Late Sudhirendra Coomar, son of Late Benoy Pada Coomar and Smt. Monomohini Coomar, whose wife Smt. Shiborani Coomar predeceased her husband and is represented by their only son and successor, Sri Sujit Coomar, grandson of Smt. Monomohini Coomar, (b) Late Samarendra Coomar, whose wife, Late Maya Coomar, and only son, Late Subrata Coomar, died intestate, leaving behind their successors, Mrs. Sudebi Coomar, wife of Late Subrata Coomar

and his only son, Sri Saptarshi Coomar, (c) Late Sandhya Ghosh, wife of Late Ramesh Ghosh and daughter of Late Benoy Pada Coomar and Late Monomohini Coomar, represented by their only successor, Mrs. Deepa Niyogi, wife of Sri Kumar Niyogi, (d) Smt. Suvra Mallick, wife of Late Amarendra Mallick, and daughter of Late Benoy Pada Coomar and Late Monomohini Coomar (e) Sri Prodip Coomar, the youngest son of Late Benoy Pada Coomar and Late Monomohini Coomar. Thus the successors of Late Monomohini Coomar became the joint owners in respect of the Said Property having share holding as follows:

Sri Prodip Coomar : 20% share and interest;

Sri Sujit Coomar : 20% share and interest;

Smt Suvra Mallick : 20% share and interest;

Smt Sudebi Coomar : 10% share and interest;

Sri Saptarshi Coomar : 10% share and interest;

Smt Deepa Niyogi : 20% share and interest;

AND WHEREAS All That Land measuring more or less 12 (Twelve) Cottahs 8 (Eight) Chittacks approximately, being K.M.C. Premises No.7B, Short Street, Kolkata – 700017, P.S. Shakespeare Sarani, for the sake of brevity herein after called and referred as the SAID PROPERTY/SAID PREMISES more fully and particularly mentioned in the First Schedule herein after mentioned within the limits of Kolkata Municipal Corporation Ward No.63, hereinafter referred to as the “Said Property”.

A. The Owners have decided to develop the said premises by constructing multi-storied building, commercial as well as residential as aforesaid and were in search of a Promoter/Developer and the Promoter/Developer herein having come to know the desire of the Owners, approached the Owners, after being fully satisfied with their title to develop the said premises.

- B.** In pursuance of the same, the Promoter/Developer in its meeting of the Board of Directors dated 15th May 2013, took a Resolution to develop the said premises by raising the said basement, ground plus five storied building on the said premises in the said premises at its own cost and expense and empowered Sri Chiradeep Bhattacharya, one of its Directors to negotiate and settle the terms of the development of the said premises, and on such terms and conditions to execute and register the necessary agreements to that effect, for development of the said premises which the parties hereto have agreed on the terms and conditions hereinafter appearing.
- C.** In the premises, a Development Agreement dated 22nd May, 2013, executed by and between the Owners and Promoter/Developer for development of the said premises for the consideration and on the terms and conditions more particularly mentioned in the said Development Agreement which was registered in office of the ARA - II, Alipore, South 24 Parganas and recorded in Book No. I, CD Volume No. 24, Page from 3922 to 3960, Being No. 07914 for the year 2013.
- D.** Pursuant to and in terms of the said Development Agreement, the Owners executed a General Power of Attorney dated 15th April, 2013 in favour of Sri Chiradeep Bhattacharya inter alia, for the development of the said premises authorizing the Promoter/Developer do various acts, deeds and things more particularly mentioned in the said registered Power of Attorney which was registered in the office of the ARA - III, Alipore, South 24-Parganas and recorded in Book No. IV, CD Volume No.9, Page from 7008 to 7023, Being No. 06228 for the year 2013.
- E.** The Owners by virtue of the said registered Power of Attorney authorized the said Sri Chiradeep Bhattacharya, one of the Directors of the Promoter/ Developer, inter alia, authorizing him to take all steps to develop the said premises and also to deal with dispose of the Developer's allocation on such term as the Promoter/Developer may decide.

- E.** The Promoter/Developer after preparing the plans on behalf of the Owners submitted to the Kolkata Municipal Corporation for sanction of a basement, Ground plus five storied partly commercial and partly residential building of the said premises comprising of different sizes of flat/s, unit/s, office spaces, show rooms, semi commercial, commercial area, common areas, covered and open Car Parking Spaces and other areas with common areas and facilities etc. and accordingly the basement, Ground plus five storied partly commercial and partly residential building plan has been sanctioned vide Sanction Building Permit No. 2014070180 dated 31.01.2015 duly sanctioned by The Kolkata Municipal Corporation Borough Office – VII, in respect of the said premises.
- F.** The Promoter/Developer agrees and undertakes that it shall not make any changes to the approved plans except in strict compliance with Section 14 of the Act and other laws as applicable;
- G.** The Promoter has commenced construction of the Residential cum commercial Building as aforesaid having flats and Residential Units of various sizes and car parking spaces as aforesaid ("**Project**").
- H.** That after sanctioning the building plan both the Owners and the Promoter/ Developer executed and signed a Supplementary Agreement on 5th February, 2015 between themselves for the clear distribution and demarcation of both the allocations.
- I.** The **PROMOTER/DEVELOPER** was constructing the building. Thereafter the West Bengal Government introduced the **new Promoter and Builder Law** with effect from 01.06.2018 as per The West Bengal Housing Industry Registration Act, 2017 and also The West Bengal Housing Industry Regulation Rules, 2018. The **PROMOTER/DEVELOPER** has now taken the registration of this project under the provisions of the Act with the Regulatory Authority at Kolkata on _____ under registration no. _____ and the **PROMOTER/DEVELOPER** has also taken registration of GST. As per said Act the registration of the flat shall be done on Carpet area which has been described in this deed accordingly.

J. That the Flat and Car Parking Space as mentioned in the SCHEDULE - B below are of Promoter/Developer's allocated portion of which the Promoter/Developer shall receive the entire sale proceeds i.e. consideration amount from the Purchasers herein.

AND WHEREAS during construction of the said building the **PURCHASERS** have approached the **PROMOTER/DEVELOPER** as well as the **OWNERS** for purchase out of the Developer's allocation of **ALL THAT** one Residential Unit/Flat No. ... , having carpet area of square feet and Exclusive Balcony/Verandah having an area of ____ **Square Feet** aggregating to **net area of _____ Square Feet** corresponding to **super built-up area of _____ (_____) Sq.ft. more or less** situated on the Floor, side of the basement, Ground plus five storied building consisting of Bed Rooms, one Drawing-cum-Dining Space, one Kitchen, Toilets and one Balcony togetherwith one Car Parking Space being No. ... on the Ground Floor of the said building measuring an area of 135 (One hundred and Thirty five) Sq.ft. more or less to be constructed at K.M.C. Premises No. 7B, Short Street, Kolkata - 700017, Police Station - Shakespeare Sarani, within the limits of The Kolkata Municipal Corporation Ward No.63, District - Kolkata more particularly described in the Second Schedule hereunder written **TOGETHER WITH** impartible proportionate share in the land **TOGETHER WITH** the right to use and enjoy common areas and facilities of the land and building pertaining to the said Flat constructed on the said premises described in the First Schedule hereunder written at or for the total consideration price of Rs. /- (Rupees only) less applicable rate of TDS deduction plus Additional GST as applicable free from all encumbrances and in vacant conditions on the terms and conditions hereinafter appearing.

AND WHEREAS pursuant to and in accordance with the said sanctioned plan and thereafter revised building plan the **PROMOTER/DEVELOPER** has since completed the construction of the new building on the said property in all respects and obtained the necessary Completion Certificate of the building vide Completion Case No. _____ dated _____ from the K.M.C. Borough Office – VII. The Flat No. ... , having carpet area of square feet and Exclusive

Balcony/Verandah having an area of ____ **Square Feet** aggregating to **net area of** _____ **Square Feet** corresponding to **super built-up area of** _____ (_____) **Sq.ft. more or less** situated on the Floor, side of the basement, Ground plus five storied building consisting of Bed Rooms, one Drawing-cum-Dining Space, one Kitchen, Toilets and one Balcony togetherwith one Car Parking Space being No. ... on the Ground Floor of the said building measuring an area of 135 (One hundred and Thirty five) Sq.ft. more or less which is hereby being sold in favour of the **PURCHASERS** is of **PROMOTER/DEVELOPER/ CONFIRMING PARTY'S** allocation and they have received the entire consideration money as mentioned in the Memo below from the **PURCHASERS** herein.

AND WHEREAS when the **PROMOTER/DEVELOPER** herein constructing the said building in the aforesaid K.M.C. Premises No. 7B, Short Street, Kolkata - 700017, Police Station - Shakespeare Sarani, within the limits of The Kolkata Municipal Corporation Ward No.63, District - Kolkata, as per aforesaid sanctioned Building Plan and thereafter revised building plan, duly sanctioned by The Kolkata Municipal Corporation, the Parties of the **SECOND PART/ PURCHASERS**, having their desire to purchase one residential unit/flat being Flat No. ... , having carpet area of square feet and Exclusive Balcony/Verandah having an area of ____ **Square Feet** aggregating to **net area of** _____ **Square Feet** corresponding to **super built-up area of** _____ (_____) **Sq.ft. more or less** situated on the Floor, side of the basement, Ground plus five storied building consisting of Bed Rooms, one Drawing-cum-Dining Space, one Kitchen, Toilets and one Balcony togetherwith one Car Parking Space being No. ... on the Ground Floor of the said building measuring an area of 135 (One hundred and Thirty five) Sq.ft. more or less and also together with all easements and common rights in the building, have approached the said **PROMOTER/DEVELOPER** as well as the **VENDORS** and the entire building has been constructed by the Promoter and the said one residential flat togetherwith one covered Car Parking Space has been morefully and particularly described in the **SECOND SCHEDULE** hereunder written which is off Promoter/Developer's Allocation.

AND WHEREAS the **PROMOTER/DEVELOPER** has agreed to sell and convey the said one residential flat togetherwith one covered Car Parking Space of the building and the **PURCHASERS** agreed to purchase the said one residential unit/flat being Flat No. ... , having carpet area of square feet and Exclusive Balcony/Verandah having an area of ____ **Square Feet** aggregating to **net area of _____ Square Feet** corresponding to **super built-up area of _____ (_____) Sq.ft. more or less** situated on the Floor, side of the basement, Ground plus five storied building consisting of Bed Rooms, one Drawing-cum-Dining Space, one Kitchen, Toilets and one Balcony togetherwith one Car Parking Space being No. ... on the Ground Floor of the said building measuring an area of 135 (One hundred and Thirty five) Sq.ft. more or less marked and delineated in the plan annexed hereto demarcated by 'RED' border line being part of K.M.C. Premises No. 7B, Short Street, Kolkata - 700017, Police Station - Shakespeare Sarani, within the limits of The Kolkata Municipal Corporation Ward No.63, District - Kolkata and also together with all easements and common rights in the building, as described in the **FIRST, SECOND & THIRD SCHEDULE** herein below for the total consideration price of Rs. /- (Rupees only) less applicable rate of TDS deduction plus Additional GST as applicable free from all encumbrances and liabilities.

AND WHEREAS the **PROMOTER/DEVELOPER** as well as the **VENDORS** have entered into an Agreement for Sale dated with the **PURCHASERS** herein and the **PROMOTER/DEVELOPER** has agreed to hand over by way of Sale the said one residential flat togetherwith one covered Car Parking Space and the said flat constructed as per the sanctioned building Plan sanctioned by The Kolkata Municipal Corporation **ALL THAT** one residential unit/flat being Flat No. ... , having carpet area of square feet and Exclusive Balcony/Verandah having an area of ____ **Square Feet** aggregating to **net area of _____ Square Feet** corresponding to **super built-up area of _____ (_____) Sq.ft. more or less** situated on the Floor, side of the basement, Ground plus five storied building consisting of Bed Rooms, one Drawing-cum-Dining Space, one Kitchen, Toilets and one Balcony togetherwith one Car Parking Space being No. ... on the Ground Floor of the said building measuring an area of 135 (One

hundred and Thirty five) Sq.ft. more or less marked and delineated in the plan annexed hereto demarcated by '**RED**' border line and also together with all easements and common rights in the building, morefully and more particularly described in the **THIRD SCHEDULE** hereunder written and the said one residential flat of the building has been built up in accordance with the said sanctioned residential building plan to enable them to acquire and possess the said flat togetherwith one covered Car Parking Space of the building and for a total consideration price of Rs. /- (Rupees only) less applicable rate of TDS deduction plus Additional GST as applicable payable to the **PROMOTER/DEVELOPER** only.

AND WHEREAS the **VENDORS** and the **PROMOTER/DEVELOPER** jointly declare that the said Flat/Unit No. along with 1 (One) covered Car Parking Space No. is free from all encumbrances, legal disputes, liens, charges attachments and the **OWNERS** and the **PROMOTER/DEVELOPER** have got unrestricted right and power to convey, assign, transfer and alienate and sell the said Flat/Unit No. along with 1 (One) covered Car Parking Space No. to the **PURCHASER**. None other than the **OWNERS** and the **PROMOTER/DEVELOPER** have any kind or right, interest or claim whatsoever in the said residential flat togetherwith one covered Car Parking Space and the **PROMOTER/DEVELOPER** as well as the **OWNERS** have got good, subsisting, unencumbered and transferable right, title and interest in the said residential flat.

NOW THIS AGREEMENT WITNESSETH THAT:

1. That in pursuance of the said Agreement for Sale dated , in consideration of the total sum of Rs. /- (Rupees only) less applicable rate of TDS deduction plus Additional GST as applicable of which the entire consideration money of the said one residential flat togetherwith one covered Car Parking Space alongwith the proportionate share of land which morefully described in the **SECOND SCHEDULE** below for a total sum of Rs. /- (Rupees only) less applicable rate of TDS deduction plus Additional GST as applicable paid by the **PURCHASERS** to the **PROMOTER/DEVELOPER** on or before execution of this Deed on different dates as described in the Memo of Consideration of which receipts have been granted by the **PROMOTER/**

DEVELOPER totaling Rs. /- (Rupees only) less applicable rate of TDS deduction plus Additional GST as applicable paid by the **PURCHASERS** the receipt whereof the **PROMOTER/DEVELOPER** hereby acknowledge and admit as per memo below and/or from the said and every part thereof truly acquit release and forever discharge the **PURCHASERS** of all their liabilities thereof and the **PROMOTER/DEVELOPER** as well as the **VENDORS** as beneficial parties herein do hereby grant, convey, transfer, assigns, assure unto the said **PURCHASERS** free from all encumbrances **ALL THAT** the undivided proportionate share of interest in the said land morefully and more particularly described in the **FIRST SCHEDULE** hereunder written together with said one residential unit/flat being Flat No. ... , having carpet area of square feet and Exclusive Balcony/Verandah having an area of ____ **Square Feet** aggregating to **net area of _____ Square Feet** corresponding to **super built-up area of _____ (_____) Sq.ft. more or less** situated on the Floor, side of the basement, Ground plus five storied building consisting of Bed Rooms, one Drawing-cum-Dining Space, one Kitchen, Toilets and one Balcony togetherwith one Car Parking Space being No. ... on the Ground Floor of the said building measuring an area of 135 (One hundred and Thirty five) Sq.ft. more or less marked and delineated in the plan annexed hereto demarcated by 'RED' border line being Part of K.M.C. Premises No. 7B, Short Street, Kolkata - 700017, Police Station - Shakespeare Sarani, within the limits of The Kolkata Municipal Corporation Ward No.63, District - Kolkata together with right of use all common open areas and common services of the building and undivided proportionate share of land as mentioned in the **SECOND & THIRD SCHEDULE** hereunder written. **AND TO HAVE AND TO HOLD** the said undivided share of land together with the right of use the common space, lift, common-land of the building and also together with common rights, water supply lines and other common paths and drains and sewerages, equipments and installation and fixtures and fittings and passages as mentioned in the **SECOND & THIRD SCHEDULE** hereunder comprised and hereby granted, conveyed, transferred assigned assured and every part or parts thereof respectively together with their and every or their respective rights and appurtenances whatsoever unto the said **PURCHASERS** absolutely and forever free from all encumbrances, trust, liens and attachments whatsoever **ALL TOGETHER** with the benefit belonging to and attached therewith the

covenant for production of the all previous title deeds relating to the said land/building subject **NEVERTHELESS** to easement or provision in connection with the beneficial use and enjoyment of the said one residential flat of the building togetherwith one covered Car Parking Space along with all common rights in the said premises and proportionate share of land morefully described in the **SECOND & THIRD SCHEDULE** hereunder written.

2. THE VENDORS/PROMOTER/DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS/BUYERS as follows:-

- i) That notwithstanding any acts, deeds or things hereinbefore done executed or knowingly suffered to the contrary the **VENDORS** are now lawfully seized and possessed of the said one residential flat togetherwith one covered Car Parking Space of the building free from all encumbrances or any defects in title whatsoever.
- ii) That the interest, the **VENDORS/PROMOTER/DEVELOPER** do hereby profess to transfer, subsist and they have a good right, full power and absolute authority to sell, transfer, grant, convey and assign and assure the said properties sold by these presents.
- iii) That the **PURCHASERS** shall hereafter peacefully and quietly hold posses and enjoy the said property without any claim or demand whatsoever from the **VENDORS/PROMOTER/DEVELOPER** or any person claiming through or under them.
- iv) That the **PURCHASERS** shall be entitled to mutata his name in the records of The Kolkata Municipal Corporation with respect to the said flat togetherwith one covered Car Parking Space of the building.
- v) That simultaneously with the execution of these presents the **PROMOTER/DEVELOPER/ CONFIRMING PARTY** delivers peaceful vacant possession of the above mentioned property morefully described in the **SECOND SCHEDULE** below to the **PURCHASERS**.

- vi) The **PURCHASERS** shall be entitled to sell, transfer, mortgage, lease and exercise all other acts of ownership with respect of the said property without restriction of permission from the **VENDORS** and/or **PROMOTER/DEVELOPER/CONFIRMING PARTY** or any persons claiming under them.
- vii) The **VENDORS** and the **PROMOTER/DEVELOPER/ CONFIRMING PARTY** covenant with the **PURCHASERS** that the **PURCHASERS** shall be entitled to rectify and/or modify any material defect of this Deed of Conveyance singly through a declaration without affecting the right of the **VENDORS** and/or **CONFIRMING PARTY** in any manner.

THE PURCHASERS/BUYERS DO HEREBY COVENANT WITH THE VENDORS/PROMOTER/DEVELOPER as follows:-

- i) The **PURCHASERS** shall (1) pay the Rates & Taxes (proportionately for the Said Building and wholly for the Said Flat And Appurtenances, from the Date Of Possession Notice and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Buyer), on the basis of the bills to be raised by the Owners/the Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof and (2) have mutation completed at the earliest. The **PURCHASERS** further admit and accept that they shall not claim any deduction or abatement in the bills of the Owners/the Association (upon formation).
- ii) The **PURCHASERS** shall pay Maintenance Charges on the basis of the bills to be raised by the Owners/the Association (upon formation), such bills being conclusive proof of the liability of the Buyers in respect thereof.
- iii) The **PURCHASERS** admits and accept that they and other Intending Buyers shall form the Association and the **PURCHASERS** shall become a member thereof.
- iv) The **PURCHASERS** shall co-operate in the management and maintenance of the Said Building by the Owners/the Association (upon formation).

- v) The **PURCHASERS** shall observe the rules framed from time to time by the Owners/the Association (upon formation) for the beneficial common enjoyment of the Said Building.
- vi) The **PURCHASERS** shall pay for electricity and other utilities consumed in or relating to the Said Flat and Appurtenances and the Common Portions from the date of Fit-Out Possession.
- vii) The **PURCHASERS** shall be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat after ensuring that no inconvenience is caused to the Owners, the Promoter or to the Intending Buyers. The main electric meter shall be installed only at the common meter space in the Said Building. The **PURCHASERS** shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, outside walls of the Said Building save in the manner indicated by the Owner/the Association (upon formation).
- viii) The **PURCHASERS** shall use the Said Flat for residential purpose only. Under no circumstances shall the **PURCHASERS** use or allow the Said Flat to be used for industrial or commercial purposes. The Buyers shall also not use or allow the Said Flat to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- ix) The **PURCHASERS** shall not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Flat and the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat. In the event the Buyers make any alterations/changes, the Buyers shall compensate the Owner/the Association (upon formation) (as the case may be) as estimated by the Owner/the Association (upon formation) for restoring it to its original state.
- x) The **PURCHASERS** shall not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the

Common Portions or the Said Building. The **PURCHASERS** shall install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Owners and the Promoter, it being clearly understood by the Buyers that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Buyers shall install the out-door unit of the same either inside the Buyers' own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Buyers shall also not install any collapsible gate on the main door/entrance of the Said Flat. The Buyers accept that the aforesaid covenants regarding collapsible gates and air-conditioners are for maintaining uniformity and aesthetic beauty of the Said Building, which are beneficial to all.

- xi) The **PURCHASERS** shall not sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.
- xii) The **PURCHASERS** shall not change/alter/modify the names of the Said Building from that mentioned in this Deed.
- xiii) The **PURCHASERS** shall not use the Said Flat or the Common Portions or the Said Parking Spaces, if any or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- xiv) The **PURCHASERS** shall not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- xv) The **PURCHASERS** shall not obstruct the Owners/the Association (upon formation) in their acts relating to the Common Portions and selling or granting rights to any person on any part of the Said Building/Said Premises (excepting the Said Flat and the Said Parking Space, if any).

- xvi) The **PURCHASERS** shall not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Said Parking Space, if any.
- xvii) The **PURCHASERS** shall not violate any of the rules and/or regulations laid down by the Owners/the Association (upon formation) for the use of the Common Portions.
- xviii) The **PURCHASERS** shall not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefor.
- xix) The **PURCHASERS** shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Said Parking Space, if any and the Common Portions.
- xx) The **PURCHASERS** shall not keep or store any offensive, combustible, obnoxious, hazardous or dangerous article in the Said Flat and the Said Parking Space, if any.
- xxi) The **PURCHASERS** shall not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat/Said Building **save** at the place or places provided therefor **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.
- xxii) The **PURCHASERS** shall not keep any heavy article or thing that is likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.
- xxiii) The **PURCHASERS** shall not install or operate any machinery or equipment except home appliances.
- xxiv) The **PURCHASERS** shall not misuse or permit to be misused the water supply to the Said Flat.

- xxv) The **PURCHASERS** shall not damage the Common Portions in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyers, the Buyers shall compensate for the same.
- xxvi) The **PURCHASERS** shall not hang or cause to be hang clothes from the balconies of the Said Flat.
- xxvii) The **PURCHASERS** alongwith other owners of the Car Parking Space shall use their individual Car Parking Space on mutual understanding during egress and ingress their Car without creating any hindrances or objection to the other Owners of Car Parking Space of the building.
- xxviii) The **PURCHASERS** hereby declare and confirm that they have already received the physical possession of the said flat in vacant condition from the **PROMOTER/DEVELOPER** with full satisfaction as regards the area and construction of the said building as demanded by them and also title of the land and building and acknowledges the receipt of the same within these presents and the Conveyance Deed and the terms and conditions mentioned hereof overrides the Sale Agreement in essence.

THE FIRST SCHEDULE ABOVE REFERRED TO
SAID LAND

ALL THAT Land measuring 12 (Twelve) Cottahs 8 (Eight) Chittacks be the same a little more or less whereon a new basement, Ground plus Five storied building is standing erected as per sanctioned building plan, known as K.M.C. **Premises No. 7B, Short Street, Kolkata - 700017**, under Police Station - Shakespeare Sarani, within the limits of The Kolkata Municipal Corporation Ward No.63 and the said property butted and bounded by :

ON THE NORTH : 3, Rawdon Street;

ON THE SOUTH : Short Street;

ON THE EAST : 4, Rawdon Street;

ON THE WEST : 7/1, Rawdon Street.

OR HOWSOEVER OTHERWISE the said Property is butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT one complete residential **Flat No. ...** , having carpet area of square feet and Exclusive Balcony/Verandah having an area of ____ **Square Feet** aggregating to **net area of _____ Square Feet** corresponding to **super built-up area of _____ (_____) Sq.ft. more or less** situated on the **Floor, side** of the basement, Ground plus five storied building consisting of Bed Rooms, one Drawing-cum-Dining Space, one Kitchen, Toilets and one Balcony togetherwith **one Car Parking Space being No. ... on the Ground Floor** of the said building measuring an area of **135 (One hundred and Thirty five) Sq.ft. more or less** situated at **K.M.C. Premises No. 7B, Short Street, Kolkata - 700017**, under Police Station - Shakespeare Sarani, within the limits of The Kolkata Municipal Corporation **Ward No.63**, District - Kolkata **TOGETHER WITH** impartible proportionate share in the land **TOGETHER WITH** the right to use and enjoy common areas and facilities of the land and building constructed on the said premises described in the **FIRST SCHEDULE** herein above written. The said Flat/Unit No. together with one covered Car Parking Space No. has been shown in the annexed plan by Red border line.

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND INSTALLATIONS)

1. Staircase, lobby and landings of white cement terrazzo/mosaic/natural stone flooring having windows with standard section of aluminum/steel and glass panes with stair cover on the ultimate roof.
2. Electrical wiring in copper conductors and fittings and fixtures for lighting the staircase lobby and landings and operating lift and other electrical installations.
3. Lift and its accessories.

4. Common water reservoirs, overhead tank with distribution pipes therefrom connecting to different units and from the underground water reservoir to the overhead tank.
5. Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the Housing Complex including treatment plant.
6. Demarcated portion of ultimate roof for use by the occupants of the Housing Complex.
7. Paths, passages and driveways in the Housing Complex other than those reserved for parking of motor cars or marked by the Developer exclusive to any Unit or Co-owner.
8. Transformer, electrical sub-station and their accessories and distribution cables, provided for supply of electricity in the Housing Complex and room, in the ground floor.
9. Electrical installations with main switch and meter room.
10. Drains and sewers from the Housing Complex to the Corporation drains.
11. Stand by diesel generator set, its panel and accessories and room, for installing the same.
12. Water pump with motor and underground water reservoir in the Demarcated portion with water distribution pipes to the overhead tank of each block room, if any, for installing the water pump and motor.
13. Tube well with pumps and auto starting system.
14. Boundary walls and main gate to the Housing Complex.
15. Fire Fighting system with all equipments in the Building.
16. Common toilet/s at ground floor.
17. Administrative cum caretaker's Room.
18. Intercom system.
19. Lift pits, Chute and Machine room of the lifts comprised in the building.
20. Right of egress and ingress of Car through the open space of the premises.

FOURTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Building.
3. **Association:** Establishment and all other capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including elevators, changeover switch, pump 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.
7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Building **save** those separately assessed on the Buyer.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

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 AND DELIVERED by the **OWNERS** at Kolkata in presence of:

As constituted lawful attorney of
the Vendors herein.

SIGNATURE OF THE VENDORS

SIGNED AND DELIVERED by the **PURCHASERS** at Kolkata in presence of:

SIGNATURE OF THE PURCHASERS

SIGNED SEALED AND DELIVERED
by the **PROMOTER/DEVELOPER** at
Kolkata in the presence of :

SIGNATURE OF THE PROMOTER/
DEVELOPER

PREPARED & DRAFTED BY:

(TAPESH MISHRA)
ADVOCATE [Enrol. No. F/1224/07]
HIGH COURT, CALCUTTA
Resi-cum-Chamber: 69/1, Baghajatin
Place, Kolkata-700086
Mob. 9836115120
Email:tapesh.mishra85@gmail.com

MEMO OF CONSIDERATION

RECEIVED of and from the within mentioned **PURCHASERS** the total sum of Rs. /- (Rupees only) less applicable rate of TDS deduction plus Additional GST as applicable by the **PROMOTER/ DEVELOPER** against the within mentioned **Flat No.**, on the **side of the floor** along with **1 (One) covered Car Parking Space being No.** on the **Ground Floor** of the said building being part of The Kolkata Municipal Corporation **Premises No. 7B, Short Street, Kolkata - 700017**, under Police Station - Shakespeare Sarani, within the limits of The Kolkata Municipal Corporation Ward No.63, District – Kolkata, in the manner following :-

Sl. No.	Date	RTGS/ Cheque No.	Name of the Bank & Branch	Amount (Rs.)

TOTAL : Rs.....

(Total Rupees only)

WITNESS:

1.

SIGNATURE OF THE PROMOTER/
DEVELOPER

2.

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DATED THIS DAY OF 2020

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B E T W E E N

SRI PRADIP COOMAR & ORS.

..... **OWNERS**

A N D

.....

..... **PURCHASERS**

A N D

**MESSRS ECOPRIME HIGHRISES
PRIVATE LTD.**

..... **PROMOTER/DEVELOPER**

DEED OF CONVEYANCE

TAPESH MISHRA

ADVOCATE

HIGH COURT CALCUTTA

69/1, BAGHAJATIN PLACE,

KOLKATA – 700086

MOB.9836115120