

DRAFT

DEED OF CONVEYANCE

THIS INDENTURE made this day of , 20 -----

1). SMT. SUMITA MAJUMDER(PAN-AEFPM6759R) & (AADHAR NO. 8230 1072 6004), wife of Sri Pabitra Majumder , by Nationality Indian, by Faith Hindu by Occupation- Retired Govt. Employee residing at 141, Parnasree, P.O & P.S- Parnasree, Kolkata 700 060, District South 24 Parganas, 2).SMT. SUNITA GHOSH(PAN-AOMPG5694Q) & (AADHAR NO.7999 5593 5423), daughter of Late Subrata Ghosh , by Nationality Indian, by faith Hindu by Occupation- House wife, residing at Gitanjali (New Garia) Srinagar Main Road, P.O& P.S- Panchasayer, Kolkaata 700 094, District South 24 Parganas, 3). DR. SUCHITA BHAUMIK (PAN-ACZPB6382R) & (AADHAR NO. 5397 3190 9037) wife of Dr.D.J.Bhowmik, by Nationality Indian, by Faith Hindu by Occupation- Medical Practitioner, residing at 77, Tollygunge Circular Road, P.O.& P.S.- New Alipore, Kolkata - 700 053, District South 24 Parganas 4) SRI SUBIR GHOSE (PAN- AEAPG8176R) & (AADHAR NO. 3734 8251 8037), son of late Subrata Ghose , by Nationality Indian, by Faith Hindu by Occupation- Retired Govt. Employee, residing at Gitanjali (New Garia) Srinagar Main Road, P.O & P.S- Panchasayer, Kolkata 700 094 , District- South 24 Parganas , represented by their Constituted Attorney AVIJIT NASKAR (PAN-ACHPN3527G) & (AADHAR NO. 3673 8280 9703) son of Sri Jay Ram Naskar , by Nationality Indian, by Faith Hindu, by Occupation- Business, residing at 70, Lake East, 6th Road, Santoshpur, Kolkata - 700 075, Police Station- Survey Park, District South 24 Parganas by virtue of Power of Attorney dated 9th February, 2022 , duly registered in the Office of District Sub Registrar-V at Alipore and recorded in Book No.1, Volume No.1630-2022, Pages from 62761 to 62792 Being No.163001146 for the year 2022 , hereinafter collectively referred to as the "OWNERS/VENDORS " (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, heiresses, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

M/S MEGACITY SERVICES PRIVATE LIMITED (PAN-AAGCM5936L) ,a Company incorporated under the Companies act ,1956 limited by its shares bearing CIN U55101WB2010PTC141492, having its registered office at 70, Lake East , 6th Road, Santoshpur, Kolkata 700 075, Police Station- Survey Park, District - South 24 Parganas and represented by its Director AVIJIT NASKAR (PAN-ACHPN3527G) & (AADHAR NO. 3673 8280 9703) son of Sri Jay Ram Naskar , by Nationality Indian, by Faith Hindu, by Occupation- Business, residing at 70, Lake East, 6th Road, Santoshpur, Kolkata -700 075, Police Station- Survey Park, District South 24 Parganas, hereinafter referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors in office, successors in interest , legal representatives and assigns) of the **SECOND PART**

AND

1.------(PAN-----), son/wife/daughter of -----
-----,2.----- by Nationality - Indian, by Faith - -----, by
Occupation - -----, presently residing at -----, Post Office-----
-----, Police Station----- Kolkata-----District-----
----, hereinafter 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
heirs, heiresses, executors, administrators, legal representatives and assigns) of the **THIRD
PART.**

WHEREAS the above named Owners are the recorded owners of **ALL THAT** piece and
parcel of land measuring about 34 decimals equivalent to 20 Cottahs 09 Chittacks 15 Sq ft
more or less , (on physical measurement land areas is ascertained as 19 Cottachs 03
Chittacks 32 sq ft more or less) comprised under Mouza Chakgaria, J.L.No.26, R.S & L.R.
Dag No. 112, R.S.Khatian No.83 &84 corresponding to L.R.Khatian No. 334,335,336 337 ,
being **Municipal Premises No.1387, Chakgaria, Kolkata 700 094, Assesses No.31-109-03-
1387-7** lying and situated within the limit of the Kolkata Municipal Corporation under ward
No.109 ,Police Station-Panchasayer , District- South 24 Parganas .

AND WHEREAS while seized and possessed of the aforesaid lands, the above named
owners have mutated their names in the records of concerned BL & LRO ,ATM Kasba and
have obtained L.R.Khatian Nos. 337, 335,336,334 respectively in respect of R.S.&LR. Dag
No.112 of the aforesaid property.**(BL & LRO MUTATION)**

AND WHEREAS the above named owners have mutated their respective names in the
records of the Kolkata Municipal Corporation vide mutation certificate dated 12.03.2018 in
respect of Premises No. 1387, Chakgaria, vide **Assesses No. 31-109-03-1387-7 .(KMC
MUTATION)**

AND WHEREAS the classification of character of the said land has been recorded as BASTU
as per R.O.R issued by concerned BL&LRO. **(CONVERSION)**

AND WHEREAS the owners and Developer have executed one Development Agreement
dated 9th February,2022 for development of the said property and the said development
agreement was duly registered in the Office of District Sub Registrar-V at Alipore and
recorded in Book No.1, Volume No.1630-2022, Pages from 62793 to 62855, Being
No.163001137 for the year 2022.**(DEVELOPMENT AGREEMENT).**

AND WHEREAS the owners and Developer have executed one Development Power Of Attorney dated 9th February,2022 in respect of the said property and the said development power of attorney was duly registered in the Office of District Sub Registrar-V at Alipore and recorded in Book No.1, Volume No.1630-2022, Pages from 62761 to 62792 Being No.163001146 for the year 2022.**(DEVELOPMENT POWER OF ATTORNEY)**.

AND WHEREAS the owners have obtained building Plan/Permit for the construction and development of the said plot of land vide Building Plan/Permit No.2022120547 dated 13 th March, 2023 issued by the Kolkata Municipal Corporation .**(SANCTIONED BUILDING PLAN/PERMIT)** .

AND WHEREAS the **Project'DEESHARI SUDEBI'** is registered under WBRERA vide Registration No.-----dated----- . **(WBRERA REGISTRATION)**

AND WHEREAS the developer in accordance to the sanctioned **Building Plan/Permit No.2022120547 dated 13.03.2023** issued by the Building Department , Kolkata Municipal Corporation have constructed Building/s on **ALL THAT** piece and parcel of land measuring about 34 decimals equivalent to 20 Cottahs 09 Chittacks 15 Sq ft more or less , (on physical measurement land areas is ascertained as 19 Cottachs 03 Chittacks 32 sq ft more or less) comprised under Mouza Chakgaria, J.L.No.26, R.S & L.R. Dag No. 112, R.S.Khatian No.83 &84 corresponding to L.R.Khatian No. 334,335,336 337 under the Project named and known as "**DEESHARI SUDEBI**" , being **Municipal Premises No.1387, Chakgaria, Kolkata 700 094, Assesses No.31-109-03-1387-7** lying and situated within the limit of the Kolkata Municipal Corporation under ward No.109 ,Police Station-Panchasayer , District- South 24 Parganas (hereinafter referred to as the '**SAID PREMISES**'), more fully described in the **FIRST SCHEDULE** written hereunder .

AND WHEREAS the Owner/ Developer agreed to sell and the purchaser/s agreed to purchase **ALL THAT** a Self contained independent complete **Flat No.** ----- measuring a super built up area about ----- Sq.ft. (be the same a little more or less) on the ----- Floor, ----- side, **TOGETHER WITH** One Open/Covered Car Parking Space measuring an area about ----- Sq.ft. (be the same a little more or less) Bearing No. ----- **ALSO TOGETHER WITH** undivided proportionate impartible and indivisible share of land underneath thereto under the project known and named as “**DEESHARI SUDEBI “being KMC Premises No.1387, Chakgaria, Kolkata 700 094** , Police station- Panchasayer (Previously Purba jadvapur) , District – South 24 Parganas at or for a total consideration of Rs. -----/- (Rupees -----) only, herein after referred to as the “**SAID UNIT**”. (more fully and particularly described in the **SECOND SCHEDULE** written herein below and the said flat is more clearly shown and delineated in a map or plan bordered with **RED** annexed to this indenture.

THE PARTIES TO THIS INDENTURE BOTH HEREBY AGREE DECLARE AND COVENANT AS FOLLOWS: -

1. The purchasers have verified all papers and documents and have fully satisfied themselves with the title of the said property.
2. The purchaser have satisfied about the materials used, craftsmanship, measurement of the unit and also about the construction of flat as per specification of the building visually / technically and will not raise any objection and or dispute in future unless serious defects occurs.
3. The purchaser will abide by the rules and regulations of the Deeshari Iris for peaceful and betterment use of the flat for residential purposes only and will not be entitled to use and allow the said flat to be used for any illegal or immoral purposes or for any other purpose which may cause annoyance or inconveniences to the other adjoining and neighboring flat owners and will not make any addition, alteration to the flat without written permission of the Owner/ Developer and also after getting the written approval and or permission to be obtained from Kolkata Municipal Corporation at their own costs, initiation and effort. Similarly the flat owners shall not keep in parking place anything other than private Motor car /Motor cycle and shall not raise or put up any kutcha or pucca construction, grill wall/enclosure thereon or part thereof and shall keep it always open as before.
4. The Vendor/Developer company herein shall and will at the costs and request of the purchasers do all the acts, deeds things and matters for assuring the said unit more perfectly and effectively as and when the purchaser may be reasonably required the same.
5. The Vendor/Developer company herein shall handover the possession of the said unit simultaneously upon execution and/or registration of this instrument.
6. The purchaser/s shall observe and fulfil all the terms and conditions of the Deed of Conveyance .

7. The stamp duty and registration fees and other incidental charges and expenses shall be borne by the purchasers herein for registration of this indenture.
8. The purchaser/s shall observe, fulfil and perform all the covenants for the common purpose and shall pay and discharge all taxes and impositions in respect of the said unit wholly and the common expenses of the project proportionately and all other outgoings in connection of the said unit wholly and those in connection with the common portion of the said building proportionately.
9. The flat owner/s shall directly apply to the CESC for individual connection in his/her/ their names and shall pay meter processing charges and the security deposit directly to CESC.
10. The flat owners shall directly apply before the Kolkata Municipal Corporation for mutation of the unit in his/her / their names.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of Rs. -----/- (Rupees -----) only paid by the purchaser/s to the Vendor (the receipt whereof the Vendor / Developer company doth hereby and also by the memo of consideration written hereunder admit and acknowledge) and of the payment of the same the Vendor /Developer Company for ever release, discharge and acquit the purchasers **ALL THAT** the said unit, more fully and particularly described in **SECOND SCHEDULE** hereunder and the said flat delineated in the Map or Plan annexed hereto bordered with **RED** color and the Vendor/ Developer Company doth hereby grant, sell, transfer, convey, assign and assure the said unit **TOGETHER WITH** undivided proportionate impartible and indivisible share of land underneath thereto in the said building and **ALSO TOGETHER WITH** right of enjoyment with proportionate share in the common areas, easement, facilities, assurances, hereditaments etc., as mentioned in the **THIRD SCHEDULE** hereunder and subject to proportionate share in the common liabilities as mentioned in the **FOURTH SCHEDULE** hereto and subject to all other terms and conditions as mentioned herein and in other schedule(s) unto and to the use of the purchasers **TO HAVE AND TO HOLD** the same absolutely free from all encumbrances attachment and charges lispences, whatsoever and howsoever and all the right, title, interest, whatsoever of the purchaser into or upon the same or any part thereof **TOGETHER WITH** the benefit of full power and authorities to appear before the Kolkata Municipal Corporation for mutating the name of purchasers and to do or act any or all as may be necessary as fully and effectually as the purchasers could do in respect of the said unit hereby demised conveyed or any part portion thereof now are or at any time hereto form or situated, butted and bounded called known, numbered, described, distinguished **ALSO TOGETHERWITH** all sewers, drains, walls, yards, ways, paths, passages, water, water courses and all other rights, liabilities, privileges, easements, profits appendages and appurtenances whatsoever to the said unit or the said building and reversion or reversions remainder or remainders and the rent, issues and profit of and in connection with the said unit and all that estate, right, title, interest, property, claim and demand whatsoever of the company unto or upon the said unit and all other benefits and rights herein comprised and hereby granted, sold, conveyed, transferred, assign and assure or intended so to be and every part or parts thereof respectively **ALSO TOGETHER WITH** the right, liberties and appurtenances whatsoever in respect

of said unit to and the unit of the purchaser free from all encumbrances, trusts, liens and attachments whatsoever **AND ALSO TOGETHER WITH** easements or quasi- easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said unit and other unit by the respective co-owners and / or occupants of the said building **TO HAVE AND TO HOLD** the said unit and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or parts thereof respectively absolutely and forever **SUBJECT TO** covenants and all subject to the purchasers regularly paying and discharging all taxes and impositions in respect of the said unit wholly and the common expenses of the project proportionately and all other outgoings in connection of the said unit wholly and those in connection with the common portion of the said building proportionately.

FIRST SCHEDULE
(Description of the Property)

ALL THAT piece and parcel of the demarcated land measuring an area about 34 Decimals, more or less , equivalent to 20 (Twenty) Cottahs 09 (Nine) Chittacks 15 (Fifteen) Sq.ft. more or less,(on physical measurement the land area comes to 19 Cottachs 03 Chittckss 32 sq ft ,more or less) comprised under Mouza Chakgoria, J.L.No. 26, R.S. & L.R Dag No.112, R.S. khatian Nos. 83,84 corresponding to L.R.khatian Nos.334,335,336,337 ,Being, **Municipal Premises No.1387, Chak Garia, Kolkata – 700094, Assessee No. 31-109-03-1387-7** lying and situated within the local limit of Kolkata Municipal Corporation under ward No.109, Police Station- Panchayasayer within the District of South 24 Parganas ,butted and bounded by-

ON THE NORTH 14 feet Wide KMC Road.
ON THE EAST Vacant land under R.S.Dag No.112(p).
ON THE WEST 40 feet Wide KMC Road(Srinagar Main Road)
ON THE SOUTH Premises No.2062,Chalgaria.

SECOND SCHEDULE
(Description of the Said Unit)

ALL THAT self contained, independent, finished **FLAT No.** ----- on ----- Floor, ----- side measuring a super built up area of ----- Sq.ft. (be the same a little more or less), consisting of ----- Bed Rooms, ----- Living / Dining Room, ----- Kitchen, -----Toilets and ----- Balcony, at Block-1 **TOGETHER WITH** One Open /Covered Car Parking Space, measuring an area about ----- Sq.ft. (be the same a little more or less) Bearing No. -----, **ALSO TOGETHER WITH** undivided proportionate impartible and indivisible share of land underneath thereto under the Project known and named as **“DEESHARI SUDEBI”** , **KMC Premises No. 1387, Chakgaria, Kolkata 700 094** , Police station-Panchasayer(Previously Purba jadavpur) , District - South 24 Parganas.

THIRD SCHEDULE
(Common rights, facilities and amenities)

The right in common with the other co-owners and occupiers of the said building meant for beneficial common use and enjoyment of the flat owner within the project regarding common rights, facilities and amenities appurtenant thereto as may be designated and earmarked as such for common use and enjoyment by the Owner /developer at its sole discretion are as follows : -

1. Lift, lift well, lift room.
2. Staircases, passages, landings, lobbies, compounds, ways, paths and ingress and egress of the said building as well as project.
3. Roof and staircases room.
4. Pump room electricity meter room, guard/caretaker room, toilet, pump, septic tank, water reservoir (overhead and underground).
5. Water connection, electricity connection, sewerage, common plumbing installations, common electricity installations.
6. Lift light, lift fan, roof light, passage light, stair case light including common electrification of the said building as well as project.
7. The boundary wall and main gate of the said building as well as project.
8. Pavers Road.
9. Intercom Facilities.
10. Security Services.
11. Power Back Up.
12. Community Space.

FOURTH SCHEDULE

(Common Expenses)

1. All proportionate costs of maintenance for, operating, repairing, painting, reconstructing, decorating, redecorating and lightning of the common parts, paths, areas, intercom facilities, generator/power back-up etc. as stated hereinabove of **"DEESHARI SUDEBI"** and also the boundary wall of the said building as well as said project.
2. All proportionate costs of maintaining passages, lobbies, staircases, compounds, common toilet, lift, lift well, lift room etc.
3. All proportionate cost and expenses for maintaining, repairing and replacing the passage light, roof light, staircase light, compound light, lift light, lift fan, and all common electrical fittings and installation of the said building as well as said project.
4. All proportionate costs and expenses for maintaining, repairing and replacing the common water connection, pipe, pipe line, water pump, with its fittings and fixture, rain water pipes and all other common fittings and installation for water connection of the said building as well as said project as stated herein.
5. The salaries of Jamaders, Caretakers, Plumbers, Electricians, Guards, Men employed for water treatment, sewerage treatment, intercom facilities and other service providers of **"DEESHARI SUDEBI "** to be borne by the purchasers proportionately with other co-owners and occupiers of the same.
6. All other costs, expenses and charges which are necessary and essential to protect and safeguard the interest of the said building as well as **"DEESHARI SUDEBI"** to be borne by the purchasers proportionately with others.
7. That If any charges for insuring the said building against earthquake, fire, flood, rioting, lightning etc. to be borne proportionately by the purchasers.
8. That from the date of taking official possession of the said unit by virtue of the possession certificate issued /given by the Vendor/developer the purchaser/s shall bear and pay the municipal taxes, water taxes, electricity charges proportionately, till separately assessed and installed in his /her/their names.

9. Maintenance charges @ Rs. -----/- per sq.ft. /month to be calculated on the area of the said unit as described in Second Schedule herein above, payable to Megacity Services Private Limited (Developer) for a initial period of ----- year from the date of official possession of the said unit. After expiry of the said period, the Developer shall fix the maintenance charges with mutual understanding and/or negotiation with the purchaser/s and the purchasers shall pay the same till the owners association of the said project is formed. If any flat owner fails to pay maintenance charges for consequently for six months the Developer reserve the right to adjust the maintenance charges receivable from the corpus deposit for which the defaulting flat owner shall not dispute. After formation of such owners association, the Developer (MSPL) shall handover the responsibility of maintenance of the said project to the said association.
10. Corpus Deposit to be paid by the purchasers @ Rs. ----- per Sq.ft. to be calculated on the area of the said unit , which is refundable to the association without any interest.
11. The flat owner will co-operate with other co-owners of the project for betterment, beneficial use and enjoyment of the said unit in the said project.
12. The Developer Company reserves the right to maintain the project till completion of the entire project and the project will be handed over to the Flat Owners Association on completion of the entire project.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands, seals and signatures in this indenture on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the OWNER/VENDOR

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

OWNER/VENDOR

SIGNED, SEALED AND DELIVERED by the DEVELOPER

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

DEVELOPER

SIGNED AND ACCEPTED by the PURCHASER

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

PURCHASER

Drafted by: -

Computer print by :-

(BIBHAS KUMAR GHOSH)
Advocate, High Court Calcutta
Reg. No. WB/733/1995

(MONOJ NASKAR)
70, Lake East 6th Road,
Santoshpur, Kol-75.

MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser the within mentioned sum of Rs.-----
-----/- (Rupees -----) only being the full consideration
amount by the above named vendor / developer as per memo here under written.

Date	Ch. No.	Bank & Branch	Amount
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(Rupees -----only)

WITNESSES :-

1)

2)

VENDOR / DEVELOPER