

DRAFT

DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** is made on this
the day of -----,20----- **B E T W E E N**

MEGACITY SERVICES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having **Income Tax PAN AAGCM5936L**, hereinafter called as MSPL Limited by its shares, having its registered office at Premises No. 70, Lake East 6th Road, Santoshpur, P.S. Survey Park, P.O. Santoshpur, Kolkata 700075, District-South 24 Pargnas represented by its Director namely **AVIJIT NASKAR**, son of Jay Ram Naskar, by faith Hindu, by occupation Business, by nationality Indian, having **Income Tax PAN ACHPN3527G, having Aadhaar Card No. 367382809703**, residing at Premises No. 70, Lake East 6th Road, Santoshpur, P.S. Survey Park, P.O. Santoshpur, Kolkata 700075, District- South 24 Parganas hereinafter called and referred to as the **“OWNER/VENDOR/PROMOTER ”** (which includes its successors, successors-in-interest, successors-in-office, legal representatives, administrators and assigns) of the **FIRST PART**

AND

(1) ----- son/wife of -----
-----by Nationality- Indian, by faith ----- by
occupation having **Income Tax PAN** -----
having Aadhaar Card No. ----- residing at -

-----nd **(2)** ----- son/wife of ----
 ----- by Nationality- Indian, by faith----
 ----- by occupation ----- having
Income Tax PAN -----, having
Aadhaar Card No. ----- residing at -----
 ----- hereinafter jointly called and referred
 to as the **“PURCHASERS”** (which terms and
 expression shall unless excluded by or repugnant to
 the context be deemed to mean and include their
 respective heirs, executors, administrators,
 successors, legal representatives and/or assigns) of the
SECOND PART

WHEREAS by a registered Deed of Conveyance dated
 20.11.2015 Megacity Services Private Limited (MSPL)
 had purchased **ALL THAT** piece and parcel of land
 measuring an area about 219 decimal, (more or less),
 comprised under Mouza Dakshin Dhoop Jhora, J.L.
 No. 28, Touzi No. 84, R.S. Dag No. 933, 934, 935
 corresponding to L.R. Dag No. 2193, R.S. Khatian No.
 675 corresponding to L.R. Khatian No. 799 within the
 local limit of Matiali Batabari No. 2 Gram Panchayet,
 under Police Station Meteli, Additional district Sub-
 Registrar at Mal, District Jalpaiguri also together with
 all sorts of common and easement rights, and right to
 egress and ingress to the said land from one Subhas
 Chandra Mallick against a valuable consideration

mentioned therein and the same was registered in the office of the Additional district Sub-Registrar at Mal, District Jalpaiguri and recorded in Book No.1, CD Volume No. 0710-2015, Pages from 8503 to 8522, Being No. 0956 for the year 2015.

AND WHEREAS the said MSPL has become the sole and absolute owner of **ALL THAT** piece and parcel of land measuring about 219 decimal be a little more or less comprised under Mouza Dakshin Dhoop Jhora, J.L. No. 28, Touzi No. 84, R.S. Dag No. 933, 934, 935 corresponding to L.R. Dag No. 2193, R.S. Khatian No. 675 corresponding to L.R. Khatian No. 1002 within the local limit of Matiali Batabari No. 2 Gram Panchayet, under Police Station Meteli, Additional District Sub-Registrar at Mal, District Jalpaiguri also together with all sorts of common and easement rights, and right to egress and ingress to the said land.

AND WHEREAS the MSPL has decided to develop Deeshari Aronnyak –Phase-II on **ALL THAT** piece and parcel of Bastu land measuring an area about 100 decimals be a little more or less out of its total land measuring an area about 219 decimals, more or less comprised in Mouza Dakhsin Dhoop Jhora, J. L. No.28, L.R. Khatian No. 1002, R.S. Dag No. 933, 934 and 935 corresponding to L.R. Dag No. 2193 with in the local limit

of Matiali Batabari No. 2 Gram Panchayet, Additional District Sub-Registrar at Mal, District Jalpaiguri more fully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter called and referred to as 'the said property'.

AND WHEREAS the said MSPL while seized and possessed of the aforesaid Bastu land measuring an area about 219 decimals, more or less, have mutated its name in the record of BL & LRO, Metelli, and had obtained L.R. Khatian No. 1002 and are paying taxes regularly and thereby the said MSPL has become the sole and absolute owner of the aforesaid land measuring an area about 219 decimals more or less.

AND WHEREAS the MSPL had also mutated its name in the records of Matiali Batabari No. 2 Gram Panchayet and is paying taxes regularly relating to the land as mentioned above.

AND WHEREAS the said MSPL has also converted the said land into Bastu commercial in the record of SD & LRO, Mal.

AND WHEREAS the said land is free from all sorts of encumbrances, charges, liens, lispendenses, mortgage whatsoever and the owner/vendor has got a clear, free and

marketable title to the said lands as mentioned hereinabove.

AND WHEREAS the owner desire to develop the said property by constructing various multi storied buildings/apartments like Studio Apartments, 1 BHK Apartments, 2 BHK Apartments and Single Cottages, Car Parking Spaces, etc. at its own effort and initiations

PROJECT

Name of the project **DEESHARI ARONNYAK-Phase-II** which includes Studio Apartments, 1 BHK Apartments, 2 BHK Apartments, and Single Cottages as follows:-

1. **STUDIO APARTMENTS -**
2. 1 **BHK APARTMENTS-**
3. 2 **BHK APARTMENT-**
4. **SINGLE COTTAGES-**

The project as defined above shall be extended at the sole discretion of the MSPL and the purchaser/s shall not make any dispute or raise any objection to the same forever and absolutely, as per the rules and regulations framed under West Bengal Panchayet Act. as amended upto date and also by other Concerned Authorities.

AND WHEREAS the project is registered under West Bengal Real Estate Regulatory Authority under **Registration No. ----- dated -----**

SANCTION BUILDING PLAN The plan has been sanctioned through Matiali Batabari No. 2 Gram Panchayet vide Building Plan/permit No.09/2022 dated 14.09.2022

AND WHEREAS the company agreed to sell and purchasers herein agreed to purchase a residential flat containing a super built up area about ----- sq. ft. corresponding to Carpet area measuring about-----sq ft, be the same a little more or less on the ----- floor, -----side being Flat No. ----- lying and situate at Block ----- under the Project **DEESHARI ARONNYAK-Phase-II** at Dakhin Dhoop Jhora, P.S. Metelli within the local limits of Matiali Batabari No. 2 Gram Panchayet, District Jalpaiguri also together with undivided, proportionate, impartible and indivisible share or interest of land appurtenant thereto hereinafter morefully and particularly described in the **SECOND SCHEDULE** written herein collectively referred to as 'the said unit' at or for a total consideration amount of Rs.-----/- (Rupees -----)only and the said unit is more clearly shown and delineated in a Map or Plan bordered with **RED** annexed to this indenture.

THE PARTIES TO THIS INDENTURE DO TH
HEREBY AGREE DECLARE AND COVENANT ARE 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 purchasers have satisfied about the materials used craftsmanship measurement of the said unit also about the construction of the flat as per specification of the building and shall not raise any objection and or dispute in future.
3. The vendor/developer company shall handover the possession of the said unit after receiving full consideration amount as stated herein above as well as stated in the memo of consideration and the purchasers shall pay the entire consideration amount before the date of execution and registration of this Indenture.
4. The purchasers shall observe and fulfill all terms and conditions as mentioned in the agreement for sale document.
5. The stamp duty and registration fees shall be borne by the purchasers herein for registration of the said Indenture.

6. The purchasers shall observe fulfill and perform all 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 outgoings in connection with the said unit wholly and those in connection with the common portion of the said building proportionately.

7. The purchasers/unit owners shall directly apply to **WBSEDCL** for individual connection in their names directly from **WBSEDCL**.

8. The unit owners shall directly apply to the concerned gram panchayet for mutation of the flat in their names.

NOW THIS INDENTURE WITNESETH that in pursuance to the said agreement and in consideration of Rs.-----/- (Rupees -----) only paid by the purchasers to the vendor (the receipts whereof the vendor/company doth hereby and also by the memo of consideration written hereunder admit and acknowledge) and of the payment of the same the vendor/company for ever release discharge and acquit the purchasers **ALL THAT** the said unit more fully and particularly described in the **SECOND SCHEDULE** hereunder and the said unit delineated in the map or plan annexed hereto bordered with **RED** colour and the vendor/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 schedules unto and to the use of the purchasers **TO HAVE AND TO HOLD** the same absolutely free from all encumbrances attachments and charges whatsoever and howsoever and the all the rights title interest whatsoever of the purchasers into or upon the same or any part thereof **TOGETHER WITH** the benefits, full power and authorities to appear before the concerned authorities for mutating their names and to do or act 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 TOGETHER WITH** all sewers drains walls passages water, water courses and all other rights, liabilities, privileges, easement, profits appendages and appurtenance whatsoever to the said unit or the said building and reversions, reminders and the rent issues and profit of and

in connection with the said unit and all that estate rights title, interest property claims and demands whatsoever of the company unto or upon the said unit and all other benefits and rights herein comprised and hereby granted sold conveyed transferred, assigned or intended to so to be and every part/s thereof respectively **ALSO TOGETHER WITH** the rights, liberties, appurtenance whatsoever in respect of the said unit to and the unit of the purchasers free from all encumbrances trusts liens and attachments whatsoever **AND ALSO TO HAVE AND TO HOLD** the said unit and all other benefits and rights hereby granted, sold transferred, assigned and assured and every part/s thereof respectively absolutely and forever **SUBJECT TO** covenants and 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 charges/outgoing in connection with the common portion of the said building proportionately.

FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Property)

ALL THAT piece and parcel of land measuring an area about 100 decimals be a little more or less (out of total land measuring an area about 219 decimals), comprised in Mouza Dakhsin Dhoop Jhora, J.L. No.28, L.R. Khatian No. 1002, R.S. Dag No. 933, 934 and 935 corresponding to L.R.

Dag Nos. 2193 within the local limit of Matiali Batabari No. 2 Gram Panchayet, P.S. Metelli, within the jurisdiction of Additional District Sub-Registrar at Mal, District Jalpaiguri, West Bengal and the same is butted and bounded as follows:-

ON THE NORTH : By Land of Dhuma Orang;

ON THE SOUTH : By Land of Subhas Chandra Mallik and Johan Munda;

ON THE EAST : By Land of Nalindra Nath Roy Kayet;

ON THE WEST : By 20 feet wide Kacha Road;

SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said unit)

ALL THAT one independent residential flat being Flat No. ----- measuring a super built up area of about 612 sq. ft. corresponding to Carpet area measuring about-----sq ft ,be a little more or less consisting of ----- (-----) bed room, 1 (one) kitchen cum living/dining room 1 (one) balcony and 1 (one) toilet lying and situate at the ----- side of the ----- floor of Block - ----- under the project **DEESHARI ARONNYAK Phase-II** also together with undivided, proportionate, impartible and indivisible share or interest of land appurtenant thereto delineated in the map or plan annexed

hereto bordered with **RED** colour lying and situate at Dakhin Dhoopjhora, P.S. Mettali, within the limits of Matiali Batabari No. 2 Gram Panchayet, within the jurisdiction of Additional District Sub-Registrar at Mal, District Jalpaiguri, West Bengal.

THIRD SCHEDULE ABOVE REFERRED TO
(Common Facilities and Amenities)

1. No lift provisioning and No lift facilities provided.
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. 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. Landscape garden.
9. Intercom Facilities.
10. Security Services.
11. Power Back-Up.
12. No Lift facility provision and No Lift is provided.

FOURTH SCHEDULE ABOVE REFERRED TO

(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 ARONNYAK**” 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, etc.
3. All proportionate cost and expenses for maintaining, repairing and replacing the passage light, roof light, staircase light, compound light 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, 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 stated herein.

5. The salaries of Jamaders, caretakers, plumbers, electricians, guards, men employed for intercom facilities and other employees of **“DEESHARI ARONNYAK”** to be borne by the purchasers proportionately with other co-owners and occupiers of the same.
6. All other costs expenses charges which are necessary and essential to project/safeguard the interest of the said building as well as **DESHARI ARONNYAK** to be borne by the purchasers proportionately with other flat owners.
7. The purchasers shall from the date of taking official possession of the said unit and bear the taxes of the said unit proportionately at the time of mutation and electricity charges proportionately and the same shall be paid by the purchasers month by month as per consumption of the unit till separately personal meter of the purchaser is installed.
8. Maintenance Charges @ Rs 2/- per sq. ft./month to be calculated on the super built up area of the said

unit initially for a period of three years from the date of possession of the said unit.

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

SIGNED & DELIVERED at

Kolkata in presence of

Witnesses-

1.

SIGNATURE OF OWNER/VENDOR

2.

1.

2.

SIGNATURE OF PURCHASERS

Drafted by

(Bibhas Kumar Ghosh)
Advocate, Calcutta High Court
WB/733/1995

Computer typed by-

(Monoj Naskar)
70, Lake east, santoshpur
Kolkata -700 075

RECEIVED a sum of Rs.------(Rupees -----
-----) only from the within named purchasers in
respect of the said unit as per Memo below:

MEMO OF CONSIDERATION

<u>Particulars</u>	<u>Date</u>	<u>Amount</u>
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Total: Rs.-----/-

(Rupees -----) only

WITNESSES:

1.

OWNER/VENDOR

2.

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