

DRAFT

DEED OF CONVEYANCE

THIS INDENTURE made this                      day of                      , 2019

BETWEEN

MEGACITY SERVICES PRIVATE LIMITED, (PAN- AGCM5936L), a Company incorporated under the Companies Act. 1956, limited by its shares having its registered office at 70, Lake East 6th Road, Post Office- Santoshpur, Police Station - Survey Park, Kolkata - 700 075, District South 24 Parganas , represented by its Director AVIJIT NASKAR (PAN ACHPN3527G), son of Sri jay Ram Naskar, by virtue of a Registered Power of Attorney dated 24<sup>th</sup> November, 2016 , registered in the office of the

  
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Additional Registrar of Assurances - III at Kolkata, and recorded in Book No IV, Volume No 1903- 2016, Being No 190306995 for the year 2016 , hereinafter referred to as the "OWNER/VENDOR " (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, legal representatives, successors, successors-in-office, successor-in-interest and assign ) of the **FIRST PART**.

AND

MEGACITY APPARTMENTS PRIVATE LIMITED (PAN- AADCM9141Q), a Company incorporated under the Companies Act., 1956, having its registered office at 70, Lake East 6th Road, Santoshpur, Police Station - Survey Park, Kolkata - 700 075 and represented by its Managing Director AVIJIT NASKAR (PAN- ACHPN3527G), 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-interest, successors-in-office, legal representatives and assigns) of the **SECOND PART**.

AND

1) -----(PAN NO. -----), son/ daughter/ wife of ---  
----- 2) -----(PAN-----)  
son/ daughter/ wife of ----- both by Nationality - Indian, both by Faith ----  
----- both by Occupation -----respectively, both residing at at-----  
----- Post Office-----,Pin code-----, Police Station--  
-----, District-----hereinafter jointly referred to as the  
**PURCHASERS** (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 **THIRD PART**.



## TITLE-

## WHEREAS

1. By a Registered Deed of Conveyance dated 20<sup>th</sup> November, 2015 M/s Megacity Services Private limited ( the Owner herein) 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, forming part of R. S. Dag No 933, 934, 935 corresponding to L. R. Dag No. 2193, L.R Khatian No. 675 corresponding to L. R. Khatian No. 799 with in the local limit of Matiali Batabari No 2 Gram Panchayet, under Police Station- Meteli, Additional District Sub Registrar Mal , District- Jalapiguri **TOGETHER WITH** all sorts of common and easement rights, and right to egress and ingress to the said land from one Sri Subhas Chandra Mallick against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of Additional District Sub registrar at Mal, and recorded in Book No.1, CD Volume No. 0710- 2015 , Pages- from 8503 to 8522 , Being No. 071000956 for the year 2015 .
2. M/s Megacity Services Private Limited became the sole absolute and lawful owner of **ALL THAT** piece and parcel of land measuring about 219 decimal, (more or less), comprised under Mouza- Dakshin Dhoop Jhora, J. L. No. 28 ,Touzi no 84, forming part of R S Dag No 933, 934, 935 corresponding to L R Dag No 2193, Khatian No 675 corresponding to L R Khatian No 799 with in the local limit of Matiali Batabari No 2 Gram Panchayet, under Police Station- Meteli, Additional District Sub Registrar at Mal, District- Jalapiguri **TOGETHER WITH** all sorts of common and easement rights, and right to egress and ingress to the said land.
3. The said Megacity Services Private limited has mutated its name in the records of Block Land and land Revenue office at Matiali and obtained L.R Khatian No 1002 in its name and paying taxes regularly.
4. The said Megacity Services Private Limited has obtained conversion certificate for change in classification of the land to Bastu (Commercial Purpose) vide conversion memo no 366(2)/Con/SDL& LRO/Mal/ dated 5<sup>th</sup> October, 2016 issued by District Sub Divisional Land & Land reforms Officer, Jalpaiguri at Mal.
5. The said Megacity Services Private limited, the owner herein is desirous of developing **ALL THAT** piece and parcel of land measuring an area about 100

  
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decimals, more or less lying and situated under Mouza- Dakshin Dhoop Jhora, J. L. No. 28 ,Touzi no 84, forming part of R S Dag No 933, 934, 935 corresponding to L R Dag No 2193, Khatian No 675 corresponding to L R Khatian No 799 with in the local limit of Matiali Batabari No 2 Gram Panchayet, under Police Station- Meteli, Additional District Sub Registrar at Mal, District- Jalapiguri by constructing various multi storied buildings/apartments, thereon in the name of **DEESHARI ARRONYAK** hereinafter be referred and called as the **PREMISES** ( more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.).

6. The said Megacity Services Private Limited entered into a registered Development Agreement dated 22<sup>nd</sup> November, 2016 with Megacity Apartments Private Limited as Developer to commercially develop the said land by constructing various apartments / building . The said Development Agreement was duly registered in the office of the Additional Registrar of Assurances III at Kolkata and recorded in Book no 1, C.D Volume No 1903-2016, pages from 95750 to 95783, Being no 190302829 for the year 2016.
7. The said Megacity Apartments Private limited, Developer herein, caused sanction of a Building Plan for construction of buildings/apartments on the Said property in accordance with the building plan sanctioned dated 5<sup>th</sup> October, 2016 sanctioned by Matiali Batabari II Gram Panchayet and thereafter the said Megacity Apartments Private Limited constructed various Apartments./ buildings on the said premises as per sanctioned building plan.
8. The Developer herein had constructed various Apartments/ building namely Studio Apartments, 1 BHK Apartments, 2 BHK Apartments, Single Cottage on the said premises on the said premises /land land as per sanctioned and/or approved plan of Matiali Batabari II Gram Panchayet vide Building Plan dated 5<sup>th</sup> October, 2016 at its own costs efforts and initiations and the said building is named and known as **DEESHARI ARRONYAK** .
9. the Vendor/Developer agrees to sell and the purchasers agree to purchase all that a Flat No. ----- measuring a carpet area about ----- Sq.ft. (be the same a little more or less) on the ----- Floor, ----- side, together with one open Car Parking Space measuring an area about 120 Sq.ft. on the land adjacent to the building under the project named and known as **DEESHARI ARRONYAK**, Dakshin Dhoop jhora, Batabari, Police Station Matiali, District Jalpaiguri (hereinafter referred to as the **SAID UNIT** ), which is 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 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 unit and also about the construction of flat as per specification of the building and will not raise any objection and or dispute in future.
3. The purchasers will abide by the rules and regulations of the Deeshari Arronyak 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 Megacity Apartments Private Limited and also after getting the written approval and or permission to be obtained from Matiali Batabari II Gram Panchayet 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 purchasers may be reasonably required the same.
5. The Vendor/Developer company herein shall handover the possession of the said unit after receiving the full consideration amount as stated herein above as well as stated in the memo of consideration herein and the Purchasers shall pay the full consideration money in regard to the said unit before the date of execution and registration of this indenture.

  
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6. The purchasers shall observe and fulfil all the terms and conditions as mentioned in the agreement to sale document. However this Deed of Conveyance is the final document superseding all previous documents.
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 purchasers 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 shall directly apply to the WBSEDCL for individual connection in their names and shall pay meter processing charges and the security deposit directly to WBSEDCL.
10. The flat owners shall directly apply before the Matiali Bataari II Gram Panchayet for mutation of the flat in their names.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of Rs. -----/-(Rupees -----) only paid by the purchasers to the Developer ( the receipt whereof the developer doth hereby and also by the memo of consideration written hereunder admit and acknowledge) and of the payment of the same the developer for ever, release, discharge and acquit the purchasers **ALL THAT** piece and parcel of the Flat No. ----- measuring a carpet area about ----- Sq.ft. (more or less), on -----floor, Block/ building -----lying and situate at Dakhin Dhoopjhora, Batabari, Police Station Matiali, District jalapiguri , more fully and particularly described in **SECOND SCHEDULE** hereunder and the said flat delineated in the Map or Plan annexed hereto with bordered **RED** colour and hereinafter referred to as the said unit and the vendor/developer doth hereby grant, sell, transfer, convey, assign and assure the said unit **TOGETHER WITH** undivided proportionate share in the said property and **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 **FOURTH SCHEDULE** hereto and subject to all other terms and conditions as mentioned herein and in other schedule unto and to the use of the purchasers **TO HAVE AND HOLD THE SAME** absolutely free from all encumbrances attachment and charges whatsoever and all the right, title, interest, whatsoever of the purchasers into or upon the same or any part thereof **TOGETHER WITH** the benefit of full power and authorities to appear before the Matiali Batabari II Gram Panchayet for mutating the name of the 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 here to form or situated, butted and bounded called known, numbered, described, distinguished together with 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 vendor/developer 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 **TOGETHER WITH** the right, liberties and appurtenances whatsoever in respect of said unit to and the unit of the purchasers free from all encumbrances, trusts, liens and attachments whatsoever **AND 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 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 Premises )

**ALL THAT** piece and parcel of Bastu land measuring about 100 decimals, more or less ( out of the total measuring about 219 decimals more or less) , lying and situated under Mouza- Dakshin Dhoop Jhora, J. L. No. 28 ,Touzi no 84, forming part of R S Dag No 933, 934, 935 corresponding to L R Dag No 2193, Khatian No 675 corresponding to L R Khatian No 799 with in the local limit of Matiali Batabari No 2 Gram Panchayet, under Police Station- Meteli, Additional District Sub Registrar at Mal, District- Jalapiguri butted and bounded are as follows :-

On the North by	:-	Land of Dhuma Orang.
On the South by	:-	land of Subhas Chandra Mallick & Johan Munda
On the East by	:-	land of Nalindra Nath Roy Kayet.
On the West by	:-	land of Megacity Services Private Limited & 20 feet Kachha Road.

  
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**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**( the said Unit)**

**ALL THAT** self contained, independent and finished Flat No. ----- on ----- Floor, ----- side measuring a carpet area about ----- Sq.ft. (be the same a little more or less) consisting of ----- together with One Open Car Parking Space measuring an area about 120 Sq.ft. on the ground floor adjacent to the building named and known as **DEESHARI ARRONYAK** together with undivided proportionate impartible and indivisible share of land underneath thereto lying and situate at Dakhin Dhoopjhora, Batabari, Police Station Matiali, District Jalpaiguri.

**THIRD SCHEDULE ABOVE REFERED TO**  
**( Common Right )**

The right in common with the other co-owners and occupiers of the said building regarding common rights, facilities and amenities appurtenant thereto are as follows : -

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


**FOURTH SCHEDULE ABOVE REFERED 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 ARRONYAK** " and also the boundary wall of the said building as well as said project.

  
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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 of maintenance, operating, repairing, replacing, white washing, painting, reconstructing, decorating, redecorating and lightning of the common parts, paths, areas, generator etc. as stated hereinabove of "**DEESHARI ARRONYAK** " and also the boundary wall of the said building.
5. The salaries of Jamaders, caretakers, plumbers, electricians, guards and other employees of "**DEESHARI ARRONYAK** " to be borne by the purchasers proportionately with other co-owners and occupiers of the same.
6. 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.
7. 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 ARRONYAK** " to be borne by the purchasers proportionately with others.
8. If any charges for insuring the said building against earthquake, fire, flood, rioting, lightning etc. proportionately by the purchasers.
10. The purchasers shall from the date of taking official possession of the said unit by virtue of the possession certificate given by the Megacity Apartments Private Limited bear and pay the municipal taxes, water taxes, electricity charges proportionately, till separately assessed and installed.

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

**SIGNED, SEALED AND DELIVERED**

By the above mentioned **OWNER/VENDOR** in presence of  
of the following Witnesses-

Witnesses-

1)

**OWNER/VENDOR**

2)

**SIGNED, SEALED AND DELIVERED**

By the above mentioned **DEVELOPER** in presence of  
of the following Witnesses-

Witnesses-

1)

**DEVELOPER**

2):

**SIGNED, SEALED AND DELIVERED**

By the above mentioned **PURCHASERS** in presence of  
of the following Witnesses-

Witnesses-


1.

2.

**PURCHASER/S**

Drafted by :-

Computer print by :-

  
Managing Director  
MEGACITY APARTMENTS PVT. LTD



### MEMO OF CONSIDERATION

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

<u>Date</u>	<u>Ch. No.</u>	<u>Bank &amp; Branch</u>	<u>Amount</u>
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#### WITNESSES:-

1)

2)

DEVELOPER

  
Managing Director  
MEGACITY APARTMENTS PVT. LTD