

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 4th 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 190306996 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 APARTMENTS 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** .


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TITLE-

WHEREAS

1. By virtue of a Registered Deed of Conveyance dated 16th December, 2015 Megacity Services Private limited purchased **ALL THAT** piece and parcel of land measuring an area about 289 decimal, (more or less), comprised under Mouza- Sharbanandapur, J. L. No. 31 L. R. Khatian No. 921, forming part of R. S. & L. R. Dag Nos. . 641, 642, 643,648, 649, 650, 651, 652, 655,656, 657, 658, 659, 660,661, 662, 663, 664, 667, 668,672 and 673, under Police Station- Bolpur Additional District Sub Registrar at Bolpur, District- Birbhum **TOGETHER WITH** all sorts of common and easement rights, and right to egress and ingress to the said land against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of the Additional District Sub Registrar at Bolpur, and recorded in Book No.1, C. D Volume No.0303-2015 , Pages- from 76839 to 76865 , Being No. 030307794 for the year 2015.
2. By virtue of another Registered Deed Of Conveyance dated-12th July, 2016 Megacity Services Private Limited purchased **ALL THAT** piece and parcel of land measuring an area about 59 (fifty nine) decimal , (more or less), comprised in Mouza -Sarbanandpur, J. L No 31, L.R Khatian nos. 927, 928, 930, 931 932, 933, 934, 935, forming part of R. S & L. R Dag nos. 613 , 647 , 656 665, 669 , Police Station- Bolpur, Additional District Sub Registrar at Bolpur, District- Birbhum, **TOGETHER WITH** all sorts of common and easement rights, and right to egress and ingress to the said land against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of Additional District Sub Registrar at Bolpur and recorded in Book No-1, C. D Volume No 0303-2016 , pages from- 103220 to 103247 , Being No 030305248 - for the year 2016.
3. The said Megacity Services Private Limited had became the sole and absolute owner and/or solely and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of lands measuring about 348 decimal, (more or less), comprised under Mouza- Sharbanandapur, J. L. No. 31, L R Khatian Nos.921, 927, 928, 930, 931, 932, 933, 934, 935, forming


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part of R.S & L.R Dag nos. 613, 641, 642, 643, 647, 648, 649, 650, 651, 652, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 667, 668, 669, 672 and 673, with in the local limit of Sarpalehana Albandha Gram Panchayet, under Police Station- Bolpur, Additional District Sub Registrar at Bolpur within the District of Birbhum.

4. The said Megacity Services Private limited has mutated its name in the records of Block Land and land Revenue office at Bolpur and obtained L.R Khatian No 940 in its name and paying taxes regularly.
5. The said Megacity Services Private Limited has obtained conversion certificate for change in classification of the land to Viti (Housing Complex) vide conversion case no 18/DL & LRO/Birbhum / 2017 dated 20th April, 2017 issued by District Land & Land reforms Officer, Birbhum at Suri
6. The said Megacity Services Private limited, the owner herein is desirous of developing ALL THAT piece and parcel of land measuring an area about 238 decimals, more or less lying and situated under Mouza- Sharbanandapur, J. L. No. 31, L R Khatian No. 940 forming part of R.S & L.R Dag nos. 613, 641, 642, 643, 647, 648, 649, 650, 651, 652, 655, 656, 657, 658, 659, 660, under Police Station -Bolpur, with in the local limit of Sarpalehana Albandha Gram Panchayet District Birbhum, Additional District Sub Registrar at Bolpur by constructing various multi storied buildings/apartments, thereon in the name of **DEESHARI ABOKASH** , hereinafter be referred and called as the **PREMISES** (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.).
7. Thereafter the said Megacity Services Private Limited entered into a registered Development Agreement dated 22nd 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 Assurance-III at


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Kolkata and recorded in Book No 1, Volume No. 1903-2016, Being No 190302830 for the year 2016.

8. 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 27th July, 2016 sanctioned by Sarpalehana Albandha Gram Panchayet and thereafter the said Megacity Apartments Private Limited constructed various Apartments./ buildings on the said premises as per sanctioned building plan.
9. The Developer herein had constructed various Apartments/ building namely Studio Apartments, 1 BHK Apartments, 2 BHK Apartments, Row House, Quadra House, Single Cottage on the said premises on the said land as per sanctioned and/or approved plan of Sarpalehana Albandha Gram Panchayet vide Building Plan dated 27th July, 2016 at its own costs efforts and initiations and the said building is named and known as **DEESHARI ABOKASH**.
10. 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 ABOKASH**, Sarbannadapur, Police Station Bolpur -Santinekatan, District Birbhum. (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.


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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 Abokash 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 Sarpalehana Albandha 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 kutchra 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 Sarpalehana Albandha 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 Sarbanandapur, Police Station Bolpur Santineketan, District Birbhum , 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


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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 Sarpalehana Allbandha 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


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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 an area about 238 decimal, (more or less), together with a R. T Shed measuring about 100 sq ft, more or less, comprised under Mouza- Sharbanandapur, J. L. No. 31, under L R Khatian Nos. 940, forming part of R..S & L..R Dag nos. 613, 641, 642, 643, 647, 648, 649, 650, 651, 652, 655,656, 657, 658, 659, 660, with in the local limit of Sarpalehana Albandha Gram Panchayat under Police Station- Bolpur- Santineketan, Additional District Sub Registrar at Bolpur within the District of Birbhum, butted and bounded are as follows :-

- On the North by :- Land under Dag no 640
- On the South by :- land of Megacity Services Private limited under Dag No 662
- On the East by :- land under Dag no 637, 656, 636.
- On the West by :- land under Dag no 613 (p) , 646


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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 ----- Sqft. (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 ABOKASH** together with undivided proportionate impartible
and indivisible share of land underneath thereto lying and situate at Sarbanandapur, Police
Station Bolpur- Santineketan, within the District of Birbhum.

**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.


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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 ABOKASH " 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 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 ABOKASH " and also the boundary wall of the said building.
5. The salaries of Jamaders, caretakers, plumbers, electricians, guards and other employees of "DEESHARI ABOKASH " 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 ABOKASH " 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.
9. 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.

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):


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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 :-


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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.

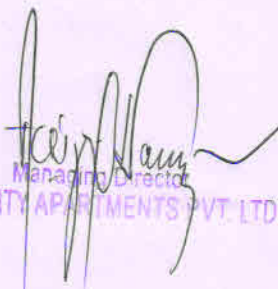
<u>Date</u>	<u>Ch. No.</u>	<u>Bank & Branch</u>	<u>Amount</u>
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WITNESSES:-

1)

2)

DEVELOPER


Managing Director
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