

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the Day of Two Thousand and Twenty (2021).

BETWEEN

(1) **SRI NIRANJAN MUKHERJEE (PAN NO. BEXPM1625R)**, son of Late Dibakar Mukherjee, by Faith - Hindu, by occupation - Retired, by Nationality - Indian, (2) **SRI SANKAR MUKHERJEE (PAN NO. EEYPM1414N)**, son of Late Dibakar Mukherjee, by Faith - Hindu, by occupation - Self Employed, by Nationality - Indian, (3) **SRI PANCHANAN MUKHERJEE (PAN NO. BLBPM6268F)**, son of Late Dibakar Mukherjee, by Faith - Hindu, by occupation - Service, by Nationality - Indian, Sl. No. 1, 2 & 3 are residing at 1 No. Matilal Colony, 24/11A, Jessore Road, P.O. & P.S. Dum Dum, Kolkata - 700028, District - North 24 Parganas, West Bengal, (4) **MISS PADMA MUKHERJEE (PAN NO. BPKPM1610J)**, daughter of Late Dibakar Mukherjee, by Faith - Hindu, by occupation - Service, by Nationality - Indian, residing, (5) **SMT. MALINA MUKHERJEE (PAN NO. CCFPM5207C)**, daughter of Late Dibakar Mukherjee, by Faith - Hindu, by occupation - Self-employed, by Nationality - Indian, SL. No. 1 to 5 all are residing at 1. No. Matilal Colony, 24/10, Jessore Road, P.O. & P.S. Dum Dum, Kolkata - 700 028, District - North 24 Parganas, West Bengal, (6) **SMT. MALATI NAYAK (PAN NO. ASSPN9588L)**, wife of Sri Biswanath Nayak and daughter of Late Dibakar Mukherjee, by Faith - Hindu, by occupation - Housewife, by Nationality - Indian, residing at 1, No. Matilal Colony, 24/10, Jessore Road, Premises No. 10, P.O. & P.S. Dum Dum, Kolkata - 700 028, District - North 24 Parganas, West

M/S. METRO DEVELOPERS

Chiranjit Kundu

Partner

Bengal, (7) **SRI SUNIL KUMAR GHOSAL (PAN NO. CNCPG5776J)**, son of Late Manik Lal Ghosal, by Faith - Hindu, by occupation - Retired, by Nationality - Indian, (8) **SRI BIPLAB GHOSAL (PAN NO. AMVPG4308C)**, son of Mr. Sunil Kumar Ghosal, by Faith - Hindu, by occupation - Service, by Nationality - Indian, Sl. No. 7 & 8 both are residing at Vill. & P.O. - Daulatpur, Via V.K. Pally, P.S. Maheshtala, District - South 24 Parganas, Pin- 700 139, West Bengal, (9) **SMT. CHANDANA ROY (PAN NO. CMFPR1190H)**, wife of Sri Kalo Baran Roy, by Faith - Hindu, by occupation - Housewife, by Nationality - Indian, residing at Vill. & P.O. - Chattakalkapur, Via Batanagar, P.S. Maheshtala, District - South 24 Parganas, Pin- 700 140, West Bengal, (10) **SMT. CHHAYA DEY ALIAS SMT. CHAYA DEY (PAN NO. CWAPD6328Q)**, wife of Late Digbijoy De alias Late Digbijoy Dey, by Faith - Hindu, by occupation - Housewife, by Nationality - Indian, (11) **SRI AJAY DEY (PAN NO. CCKPD4771P)**, son of Late Digbijoy De alias Late Digbijoy Dey, by Faith - Hindu, by occupation - Service, by Nationality - Indian, (12) **SMT. SARKAR DIPA SHANKAR ALIAS DIPA SHANKAR SARKAR (PAN NO. CVEPS8714A)**, wife of Mr. Shankar Sarkar, by Faith - Hindu, by occupation - Housewife, by Nationality - Indian, Sl. No. 1, 2 & 3 are residing at 1 No. Matilal Colony, 24/11A, Jessore Road, P.O. & P.S. Dum Dum, Kolkata - 700 028, District - North 24 Parganas, West Bengal, (13) **SRI SAMBHU NATH DAS ALIAS SHAMBHU NATH DAS (PAN NO. CZUPD7526F)**, son of Late Ramani Kanta Das, by Faith - Hindu, by occupation - Self employed, by Nationality - Indian, residing at 1 No. Matilal Colony, 24/12, Jessore Road, P.O. & P.S. Dum Dum, Kolkata - 700 028, District - North 24 Parganas, West Bengal, (14) **SRI SWAPAN KUMAR DAS (PAN NO. AKEPD7717M)**, son of Late Ramani Kanta Das, by Faith - Hindu, by occupation - Retired, by Nationality - Indian, Sl. No. 13 residing at 1 No. Matilal Colony, 24/12 Jessore Road, P.O. & P.S. Dum Dum, Kolkata - 700028, District - North 24 Parganas, West Bengal and Sl. No. 14 residing at 1 No. Matilal Colony, 24/12/1 Jessore Road, P.O. & P.S. Dum Dum, Kolkata - 700028, District - North 24 Parganas, West Bengal, hereinafter called and referred to as the **OWNERS/VENDORS** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, representatives and assigns) of the **FIRST PART**. The Owners herein are duly represented by their constituted attorney, namely, **M/S. METRO DEVELOPERS, (PAN NO- AARFM3683J)**, a Partnership Firm, having its registered office at 32, East Kamalapur (Holding No. 8/2/32, Arabinda Sarani), P.O. & P.S. Dum Dum, Pin - 700 028, District - North 24 Parganas, West Bengal, represented by its Partners namely, (1) **SRI SANJIB KUMAR GOPE (PAN NO- AGFPG3864R)**, son of Sri Dulal Chandra Gope, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at 32, East Kamalapur (Holding No. 8/2/32, Arabinda Sarani), P.O. & P.S. Dum Dum, Pin - 700 028, District - North 24 Parganas, West Bengal, (2) **SRI CHIRADIP KUNDU (PAN NO- AHSPK8843N)**, son of Sri Barun Kumar Kundu, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at 12, Dr. Jiban Ratan Dhar Road, (Holding No. 16), P.O. & P.S. Dum Dum, Pin - 700 028, District - North 24 Parganas, West Bengal, (3) **SRI PRANAB DEY (PAN NO- AIIPD5321M)**, son of Late Prosad Lal Dey, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at 42, Dr. Jiban Ratan Dhar Road, (Holding No. 55) P.O. & P.S. Dum Dum, Pin - 700 028, District - North 24

M/S. METRO DEVELOPERS

Chiradip Kundu

Partner

Parganas, West Bengal, by virtue of registered Development Power of Attorney after registered Development Agreement dated **8th Day of August, 2018** which was duly registered before the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in **Book No. I, Volume No. 1506-2018, Pages from 314286 to 314323, Being No. 150607097 for the year 2018** and registered Development Power of Attorney after registered Development Agreement dated **31st Day of July, 2019** which was duly registered before the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in **Book No. I, Volume No. 1506-2019, Pages from 326403 to 326427, Being No. 150606825 for the year 2019** and registered Development Power of Attorney after registered Development Agreement dated **2nd Day of August, 2019** which was duly registered before the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in **Book No. I, Volume No. 1506-2019, Pages from 334299 to 334320, Being No. 150606984 for the year 2019** and registered Development Power of Attorney after registration of Development Agreement dated **2nd Day of August, 2019** which was duly registered before the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in **Book No. I, Volume No. 1506-2019, Pages from 334277 to 334298, Being No. 150606983 for the year 2019** respectively.

AND

M/S. METRO DEVELOPERS, (PAN NO- AARFM3683J), a Partnership Firm, having its registered office at 32, East Kamalapur (Holding No. 8/2/32, Arabinda Sarani), P.O. & P.S. Dum Dum, Pin - 700 028, District - North 24 Parganas, West Bengal, represented by its Partners namely, **(1) SRI SANJIB KUMAR GOPE (PAN NO- AGFPG3864R)**, son of Sri Dulal Chandra Gope, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at 32, East Kamalapur (Holding No. 8/2/32, Arabinda Sarani), P.O. & P.S. Dum Dum, Pin - 700 028, District - North 24 Parganas, West Bengal, **(2) SRI CHIRADIP KUNDU (PAN NO- AHSPK8843N)**, son of Sri Barun Kumar Kundu, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at 12, Dr. Jiban Ratan Dhar Road, (Holding No. 16), P.O. & P.S. Dum Dum, Pin - 700 028, District - North 24 Parganas, West Bengal, **(3) SRI PRANAB DEY (PAN NO- AIIPD5321M)**, son of Late Prosad Lal Dey, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at 42, Dr. Jiban Ratan Dhar Road, (Holding No. 55) P.O. & P.S. Dum Dum, Pin - 700 028, District - North 24 Parganas, West Bengal, hereinafter called as the **"DEVELOPER/CONFIRMING PARTY"** (which terms or expression shall unless excluded by or repugnant to the contexts be deemed to mean include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

AND

[if the Allottee is a company]

_____ (CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its

M/S. METRO DEVELOPERS

Chiradip Kundu

Partner

registered office at _____ (PAN No. _____) represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

[OR]

[if the Allottee is a Partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ PAN No. _____, represented by its authorized partner _____ (Aadhaar No. _____) duly authorized vide _____ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[if the Allottee is an Individual]

Mr./Ms. _____ (Aadhaar No. _____) son/ daughter of _____ aged about _____ residing at _____ (PAN No. _____) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[if the Allottee is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN No. _____) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

WHEREAS :

- A. By way of a registered Deed of Gift dated **26th Day of April, 1991** which was duly registered in the office of Additional District Registrar, North 24 Parganas at Barasat and recorded in **Book No. 1, Volume No. 4, Pages from 237 to 240, Being No. 285 for the year 1991**, the Governor of the State of West Bengal granted, transferred and assigned

M/S. METRO DEVELOPERS

Chiranjit Kundu

Partner

All that piece and parcel of land measuring about **1 (One) Cottah, 2 (Two) Chittack, 11 (Eleven) Sq. Ft.** more or less of homestead land patterning to **C.S./R.S. Dag No. 2001 (P), E/P No. 10A, S.P. No. 124/1, at Mouza - Dum Dum Cantonment, J.L. No. 13, R.S. Khatian No. 88, P.O. & P.S. Dum Dum, District - North 24 Parganas, West Bengal** unto and in favour of Miss Padma Mukherjee, daughter of Late Dibakar Mukherjee absolute and forever.

- B.** In the manner as stated above, by virtue of Gift Deed dated **26th Day of April, 1991, Being No. 285 for the year 1991** said Miss Padma Mukherjee become the absolute owner of piece and parcel of land measuring about **1 (One) Cottah, 2 (Two) Chittacks, 11 (Eleven) Sq. Ft.** more or less and subsequently she mutated her name in the Assessment Records of the Dum Dum Municipality as lawful owner in respect of the aforesaid property and got Municipal Holding No. vide 24/10A, Jessore Road, Kolkata - 700 028, under Ward No. 11 and is paying rent, taxes, khajnas and other outgoings as charged by the competent authority regularly time to time.
- C.** By way of a registered Deed of Gift dated **26th Day of April, 1991** which was duly registered in the office of Additional District Registrar, North 24 Parganas at Barasat and recorded in **Book No. I, Volume No. 4, Pages from 241 to 244, Being No. 286 for the year 1991**, the Governor of the State of West Bengal granted, transferred and assigned All that piece and parcel of land measuring about **4 (Four) Cottah, 8 (Eight) Chittack, 34 (Thirty Four) Sq. Ft. more or less of homestead land patterning to C.S./R.S. Dag No. 2001 (P), E/P No. 10, S.P. No. 124, at Mouza - Dum Dum Cantonment, J.L. No. 13, R.S. Khatian No. 87, P.O. & P.S. Dum Dum, District - North 24 Parganas, West Bengal** unto and in favour of Sri Dibakar Mukherjee, son of Late Nilambar Mukherjee absolute and forever.
- D.** In the manner as stated above, by virtue of Gift Deed dated **26th Day of April, 1991, Being No. 286 for the year 1991**, said Dibakar Mukherjee, since deceased became the absolute owner of piece and parcel of land measuring about **4 (Four) Cottah, 8 (Eight) Chittack, 34 (Thirty Four) Sq. Ft.** more or less and subsequently he mutated his name in the Assessment Records of the Dum Dum Municipality as lawful owner in respect of the aforesaid property and got Municipal Holding No. vide 24/10, Jessore Road, Kolkata - 700 028, under Ward No. 11 and was paying rent, taxes, khajnas and other outgoings as charged by the competent authority regularly time to time.
- E.** While seized and possessed well and sufficiently entitled to the aforesaid property said Dibakar Mukherjee died intestate on **10.12.1999** and his wife namely, Kamala Mukherjee died intestate on **19.01.2015** leaving behind them surviving their three sons namely, Sri Niranjan Mukherjee, Sri Sankar Mukherjee, Sri Panchanan Mukherjee and four daughters namely, Smt. Jharna Ghoshal, since deceased, Miss Padma Mukherjee,

M/S. METRO DEVELOPERS

Chiradip Kundu.

Partner

Smt. Maina Mukherjee and Smt. Malati Mukherjee as their legal heirs, heiresses and successors in accordance to Hindu Succession Act, 1956 and having 1/7th share each.

- F.** While seized and possessed otherwise well and sufficiently entitled to her undivided 1/7th share of the aforesaid property, said Jharna Ghoshal died intestate on **07.08.1997** leaving behind her surviving her husband namely, Sri Sunil Kumar Ghosal, son namely, Sri Biplab Ghosal, daughter namely Smt. Chandana Roy as her legal heirs, heiress and successor in accordance to Hindu Succession Act, 1956 and having 1/21th share each.
- G.** Thus, in the manner as stated above by way of inheritance said Sri Niranjana Mukherjee, Sri Sankar Mukherjee, Sri Panchanan Mukherjee, Miss Padma Mukherjee, Smt. Malina Mukherjee and Smt. Malati Mukherjee, Sri Sunil Kumar Ghosal, Sri Biplab Ghosal, and Smt. Chandana Roy, the Owners No. 1 to 9 respectively become joint owners of said piece and parcel of land measuring about 4 (Four) Cottah, 8 (Eight) Chittack, 34 (Thirty Four) Sq. Ft. more or less, comprised in C.S./R.S. Dag No. 2001 (P), E/P No. 10, S.P. No. 124, at Mouza - Dum Dum Cantonment, J.L. No. 13, R.S. Khatian No. 87, P.O. & P.S. Dum Dum, District - North 24 Parganas at 24/10, Jessore Road, Kolkata - 700 028, under Ward No. 11, within the limit of the Dum Dum Municipality.
- H.** By way of a registered Deed of Gift dated **26th Day of April, 1991** which was duly registered in the office of Additional District Registrar, North 24 Parganas at Barasat and recorded in **Book No. I, Volume No. 4, Pages from 253 to 256, Being No. 289 for the year 1991**, the Governor of the State of West Bengal granted, transferred and assigned All that piece and parcel of land measuring about **1 (One) Cottah, 10 (Ten) Chittack** more or less of homestead land patterning to **C.S./R.S. Dag No. 2001 (P), E/P No. 11A, S.P. No. 123/1, at Mouza - Dum Dum Cantonment, J.L. No. 13, R.S. Khatian No. 8, P.O. & P.S. Dum Dum, District - North 24 Parganas, West Bengal** unto and in favour of Sri Digbijoy De alias Digbijoy Dey, son of Late Chintaharan De absolute and forever.
- I.** In the manner as stated above, by virtue of Gift Deed dated **26th Day of April, 1991, Being No. 289 for the year 1991** said Digbijoy De alias Late Digbijoy Dey, since deceased became the absolute owner of piece and parcel of land measuring about 1 (One) Cottah, 10 (Ten) Chittacks more or less and subsequently he mutated his name in the Assessment Records of the Dum Dum Municipality as lawful owner in respect of the aforesaid property and got Municipal Holding No. vide 24/11A, Jessore Road, Kolkata - 700 028, under Ward No. 11 and was paying rent, taxes, khajnas and other outgoings as charged by the competent authority regularly time to time.
- J.** While seized and possessed well and sufficiently entitled to the said property said Digbijoy De alias Late Digbijoy Dey died intestate on **13.10.1998** leaving behind him surviving his wife namely, Smt. Chhaya De alias Smt. Chaya Dey, son namely, Sri Ajay Dey and daughter namely, Smt. Sarkar Dipa Shankar alias Dipa Shankar Sarkar as his

M/S. METRO DEVELOPERS

Chiranjit Kumar

Partner

legal heirs, heiresses and successors in accordance to Hindu Succession Act, 1956 and having 1/3rd share each.

- K.** Thus, in the manner as stated above by way of inheritance, said Smt. Chhaya De alias Smt. Chhaya Dey, Sri Ajoy Dey and Smt. Sarkar Dipa Shankar alias Dipa Shankar Sarkar, the Owners No. 10 to 12 herein become the absolute lawful owners of the said All that piece and parcel of land measuring about **1 (One) Cottah, 10 (Ten) Chittack more or less of homestead land patterning to C.S./R.S. Dag No. 2001 (P), E/P No. 11A, S.P. No. 123/1, at Mouza - Dum Dum Cantonment, J.L. No. 13, R.S. Khatian No. 8, P.O. & P.S. Dum Dum, at Municipal Holding No. vide 24/11A, Jessore Road, Kolkata - 700 028, under Ward No. 11, District - North 24 Parganas, West Bengal** within the limit of the Dum Dum Municipality and are paying rents, taxes and khajnas to the competent authority time to time on regularly basis.
- L.** By way of a registered Deed of Gift dated **26th Day of April, 1991** which was duly registered in the office of Additional District Registrar, North 24 Parganas at Barasat and recorded in **Book No. I, Volume No. 4, Pages from 245 to 248, Being No. 287 for the year 1991**, the Governor of the State of West Bengal granted, transferred and assigned All that piece and parcel of land measuring about **3 (Three) Cottah, 4 (Four) Chittack** more or less of homestead land patterning to **C.S./R.S. Dag No. 2001 (P), E/P No. 12, S.P. No. 120, at Mouza - Dum Dum Cantonment, J.L. No. 13, R.S. Khatian No. 11, P.O. & P.S. Dum Dum, District - North 24 Parganas, West Bengal** unto and in favour of Sri Ramani Kanta Das, son of Late Annada Charan Das absolute and forever.
- M.** In the manner as stated above, by virtue of Gift Deed dated **26th Day of April, 1991, Being No. 287 for the year 1991** said Ramani Kanta Das, since deceased became the absolute owner of piece and parcel of land measuring about 3 (Three) Cottah, 4 (Four) Chittacks more or less and subsequently he mutated his name in the Assessment Records of the Dum Dum Municipality as lawful owner in respect of the aforesaid property and got Municipal Holding No. vide 24/12, Jessore Road, Kolkata - 700 028, under Ward No. 11 and was paying rent, taxes, khajnas and other outgoings as charged by the competent authority regularly time to time.
- N.** While seized and possessed well and sufficiently entitled to the said property said Ramani Kanta Das died intestate on **03.01.1994** leaving behind him surviving his wife namely, Smt. Lakshmi Rani Das, two sons namely, Sri Swapan Kumar Das, Sri Shambhu Nath Das alias Sri Sambhu Nath Das and three daughters namely, Smt. Lila Dutta, Smt. Bela Dutta, Smt. Shila Dutta as his legal heirs, heiresses and successors in accordance to Hindu Succession Act, 1956 and having 1/6th share each.
- O.** By virtue of a registered Deed of Gift dated **12th Day of November, 2009** which was duly registered in the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in **Book No. I, Volume No. 254, Pages from 149 to 154, Being No.**

M/S. METRO DEVELOPERS

Chiranjit Kumar

Partner

- 10226 for the year 2009**, said Smt. Lakshmi Rani Das, Sri Swapan Kumar Das, Smt. Lila Dutta, Smt. Bela Dutta & Smt. Shila Das granted, transferred and assigned their undivided 5/6th share of land measuring 1066 Sq. Ft. together with structure standing thereon measuring an area of 100 Sq. Ft. i.e. land admeasuring 889 Sq. Ft. together with structure standing thereon, measuring an area of 89 Sq. Ft. being marked as Plot No. B, unto and in favour of Sri Shambhu Nath Das alias Sri Sambhu Nath Das absolute and forever.
- P.** By virtue of a registered Deed of Gift dated **12th Day of November, 2009** which was duly registered in the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in **Book No. I, Volume No. 254, Pages from 143 to 148, Being No. 10225 for the year 2009**, said Smt. Lakshmi Rani Das, Sri Shambhu Nath Das, Smt. Lila Dutta, Smt. Bela Dutta & Smt. Shila Das granted, transferred and assigned their undivided 5/6th share of land measuring 1066 Sq. Ft. together with structure standing thereon measuring an area of 100 Sq. Ft. i.e. land admeasuring 889 Sq. Ft. together with structure standing thereon, measuring an area of 89 Sq. Ft. being marked as Plot No. A, unto and in favour of Sri Swapan Kumar Das absolute and forever.
- Q.** Thus, in the manner as stated above by way of inheritance and by virtue of Deed of Gift, Being No. 10226 for the year 2009, said Sri Shambhu Nath Das alias Sri Sambhu Nath Das, the Owner No. 13 herein become the absolute lawful owner of piece and parcel of land measuring about 1 (One) Cottah, 8 (Eight) Chittack, 28 (Twenty Eight) Sq. Ft. inclusive common passage and duly mutated his name in the Assessment Records of the Dum Dum Municipality vide Municipal Holding No. 24/12, Jessore Road, Kolkata - 700028, under Ward No. 11 and is paying rents, taxes, khajnas and other outgoings to the competent authority regularly time to time.
- R.** Thus, in the manner as stated above by way of inheritance and by virtue of Deed of Gift, Being No. 10225 for the year 2009, said Sri Swapan Kumar Das, the Owner No. 14 herein become the absolute lawful owner of piece and parcel of land measuring about 1 (One) Cottah, 8 (Eight) Chittack, 28 (Twenty Eight) Sq. Ft. more or less inclusive common passage and thereafter he duly mutated his name in the Assessment Records of the Dum Dum Municipality and the said property renumbered as Holding No. 24/12/1, Jessore Road, Kolkata - 700028, under Ward No. 11 and is paying rents, taxes, khajnas and other outgoings to the competent authority time to time regularly.
- S.** The Owners herein for the purpose of development and construction of a multi-storied building upon their respective plots of land, has amalgamated their adjoining four holdings of land into a single plot of land admeasuring 10 Cottah, 9 Chittack, but as per physical measurement 10 Cottah, 4 Chittack, 17 Sq. Ft. and obtained a new amalgamated Holding No. 24/10, Jessore Road, under Ward No. 11, from the Dum Dum Municipality.

M/S. METRO DEVELOPERS

Chiranjit Kumar

Partner

- T. The Owners herein are searching of the reputed Promoter/developer who is capable to complete the construction work of building and having come to know the aforesaid intention of the Owners herein, the party hereto of the Other Part i.e. the Developer/Promoter herein have also expressed their desire before the Owners herein to take up the task of development of the said Land which is morefully and particularly described in the First Schedule hereunder written in accordance with the Sanction of Plan obtained from the Dum Dum Municipality.
- U. Accordingly, The Owner No. 1 to 9 herein and The Owners Nos. 10 to 12 and the Owner No. 13 and the Owner No. 14 all entered into separate registered Agreement for Development dated 8th Day of August, 2018 and registered Agreement for Development dated 31st Day of July, 2019 and registered Agreement for Development dated 2nd Day of August, 2019 and Agreement for Development dated 2nd Day of August, 2019 with **M/S. METRO DEVELOPERS, (PAN NO- AARFM3683J)**, a Partnership Firm, having its registered office at 32, East Kamalapur (Holding No. 8/2/32, Arabinda Sarani), P.O. & P.S. Dum Dum, Pin - 700 028, District - North 24 Parganas, West Bengal, represented by its Partners namely, **(1) SRI SANJIB KUMAR GOPE (PAN NO- AGFPG3864R)**, son of Sri Dulal Chandra Gope, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at 32, East Kamalapur (Holding No. 8/2/32, Arabinda Sarani), P.O. & P.S. Dum Dum, Pin - 700 028, District - North 24 Parganas, West Bengal, **(2) SRI CHIRADIP KUNDU (PAN NO- AHSPK8843N)**, son of Sri Barun Kumar Kundu, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at 12, Dr. Jiban Ratan Dhar Road, (Holding No. 16), P.O. & P.S. Dum Dum, Pin - 700 028, District - North 24 Parganas, West Bengal, **(3) SRI PRANAB DEY (PAN NO- AIIPD5321M)**, son of Late Prosad Lal Dey, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at 42, Dr. Jiban Ratan Dhar Road, (Holding No. 55) P.O. & P.S. Dum Dum, Pin - 700 028, District - North 24 Parganas, West Bengal i.e. the Promoter/Developer herein for the purpose of development and construction of a multi-storied building upon the said land more fully described in the First Schedule hereunder written under certain terms and condition contained therein and all documents were duly registered before the Office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in (i) Book No. I, Volume No. 1506-2018, Pages from 312638 to 312686, Being No. 150607073 for the year 2018 (ii) Book No. I, Volume No. 1506-2019, Pages from 326290 to 326322, Being No. 150606808 for the year 2019 and (iii) Book No. I, Volume No. 1506-2019, Pages from 333688 to 333718, Being No. 150606969 for the year 2019 and (iv) Book No. I, Volume No. 1506-2019, Pages from 333747 to 333777, Being No. 150606971 for the year 2019 respectively.
- V. For proper implementation of development work, The Owner No. 1 to 9 herein and The Owners Nos. 10 to 12 and the Owner No. 13 and the Owner No. 14 subsequently executed four separate registered Development Power of Attorney after Registered Development Agreement dated 8th Day of August, 2018, 31st Day of July, 2019, 25th

M/S. METRO DEVELOPERS

Chiradip Kundu

Partner

Day of September, 2019, 2nd Day of August, 2019 and 2nd Day of August, 2019 in favour of **M/S. METRO DEVELOPERS, (PAN NO- AARFM3683J)**, a Partnership Firm, having its registered office at 32, East Kamalapur (Holding No. 8/2/32, Arabinda Sarani), P.O. & P.S. Dum Dum, Pin - 700 028, District - North 24 Parganas, West Bengal, represented by its Partners namely, **(1) SRI SANJIB KUMAR GOPE (PAN NO- AGFPG3864R)**, son of Sri Dulal Chandra Gope, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at 32, East Kamalapur (Holding No. 8/2/32, Arabinda Sarani), P.O. & P.S. Dum Dum, Pin - 700 028, District - North 24 Parganas, West Bengal, **(2) SRI CHIRADIP KUNDU (PAN NO- AHSPK8843N)**, son of Sri Barun Kumar Kundu, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at 12, Dr. Jiban Ratan Dhar Road, (Holding No. 16), P.O. & P.S. Dum Dum, Pin - 700 028, District - North 24 Parganas, West Bengal, **(3) SRI PRANAB DEY (PAN NO- AIIPD5321M)**, son of Late Prosad Lal Dey, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at 42, Dr. Jiban Ratan Dhar Road, (Holding No. 55) P.O. & P.S. Dum Dum, Pin - 700 028, District - North 24 Parganas, West Bengal and all documents were registered before the office of the Additional District Sub Registrar at Cossipore, Dum Dum and **(i)** recorded in Book No. I, Volume No. 1506-2018, Pages from 314286 to 314323, Being No. 150607097 for the year 2018, **(ii)** recorded in Book No. I, Volume No. 1506-2019, Pages from 326403 to 326427, Being No. 150606825 for the year 2019, **(iii)** recorded in Book No. I, Volume No. 1506-2019, Pages from 334299 to 334320, Being No. 150606984 for the year 2019, **(iv)** recorded in Book No. I, Volume No. 1506-2019, Pages from 334277 to 334298, Being No. 150606983 for the year 2019 respectively.

- W.** Thereafter as per terms and conditions of four Development Agreements and four Development Power after registered Development Agreement, the Developer herein constructed Multi-storied Building according to the sanctioned Plan being Plan No. **PWD/Plan-G+V/276/2020-21 dated 15.05.2020** issued by the Dum Dum Municipality upon the said piece and parcel of land measuring about **admeasuring 10 Cottah, 9 Chittack, but as per physical measurement 10 Cottah, 4 Chittack, 17 Sq. Ft.**, comprised in C.S./R.S. Dag No. 2001 (P), E/P No. 10, 10A, 11A, 12, S.P. No. 124, 124/1, 123/1, 120, R.S. Khatian No. 87, 88, 8, 11, lying and situated at Mouza - Dum Dum Cantonment, J.L. No. 13, at Municipal Holding No. 24/10A, 24/10, 24/11A, 24/12 and 24/12/1, Jessore Road at present Holding No. 24/10, Jessore Road, Kolkata - 700 028, P.O. & P.S. Dum Dum, under Ward No. 11, District - North 24 Parganas, within the limit of the Dum Dum Municipality (herein after referred to as the said Premises) morefully and particularly described in the FIRST SCHEDULE hereunder written.
- X.** As per the allocation and/or allotment of Development Agreements, the developer herein is seized and possessed of or otherwise well and sufficiently entitled the **SECOND SCHEDULE** hereunder written and/or given which is being part and parcel of **FIRST**

M/S. METRO DEVELOPERS

Chiradip Kundu

Partner

SCHEDULE hereunder written and/or given and enjoying the right, title and interest thereof.

- Y.** The Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at **KOLKATA** on under **registration no.**
- Z.** The Developer herein has declared to sell the residential Flat within Developer's allocation of the said building and the PURCHASER herein getting knowledge about the same, and being desirous to purchase a flat has taken inspection of the documents and being satisfied with the title of the land owner and authority of the developer and also the sanction plan and the construction and agreed to purchase **ALL THAT** one residential **Flat, being** Flat No., on the **Floor (Flooring-_____)**, East facing of the Ground plus storied Building, measuring an area of **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Municipal Holding No. 24/10A, 24/10, 24/11A, 24/12 and 24/12/1, Jessore Road at present Holding No. 24/10, Jessore Road, Kolkata - 700 028, P.O. & P.S. Dum Dum, under Ward No. 11, District - North 24 Parganas, within the limit of the Dum Dum Municipality, hereinafter called and referred to as the "**SAID FLAT**" morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder at or for the total price and / or consideration of **Rs. 00,00,000/- (Rupees.....)** only finding the proposal as an acceptable one, the competent authority of the developer herein, has decided to sell out the said flat to and in favour of the PURCHASER herein.
- AA.** By an Agreement for Sale dated the Owners herein and the Developer herein have agreed to sell, transfer and convey **ALL THAT** one **Flat, being** Flat No., on the **Floor (Flooring-_____)**, East facing of the Ground plus storied Building measuring an area of **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Municipal Holding No. 24/10A, 24/10, 24/11A, 24/12 and 24/12/1, Jessore Road at present Holding No. 24/10, Jessore Road, Kolkata - 700 028, P.O. & P.S. Dum Dum, under Ward No. 11, District - North 24 Parganas, within the limit of the Dum Dum Municipality morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** together with undivided proportionate impartible share and interest in the land which is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available therewith unto and in favour of the **PURCHASER** herein for the agreed consideration of **Rs. 00,00,000/- (Rupees.....)** only and the same was duly confirmed by the said Developer herein.

M/S. METRO DEVELOPERS

Chiranjit Kundu

Partner

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In Pursuance to the Agreement for Sale dated and in consideration of the payment of sum of **Rs.00,00,000/- (Rupees.....)** only as the total Consideration paid by the PURCHASER to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the PURCHASER) paid on or before the execution of these presents, the Owners herein and the Developer herein doth hereby sell, transfer and convey unto and in favour of the PURCHASER herein **ALL THAT** one residential **Flat, being** Flat No., on the **Floor (Flooring-_____)**, facing of the Ground plus storied Building measuring an area of **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Municipal Holding No. 24/10A, 24/10, 24/11A, 24/12 and 24/12/1, Jessore Road at present Holding No. 24/10, Jessore Road, Kolkata - 700 028, P.O. & P.S. Dum Dum, under Ward No. 11, District - North 24 Parganas, within the limit of the Dum Dum Municipality morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the PURCHASER absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof **AND** the Owners herein and Developer doth hereby covenants with the PURCHASER that:-

1. The Owners and the Developer herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid have put the PURCHASER in vacant, peaceful and unencumbered possession.
2. The PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owners and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.

M/S. METRO DEVELOPERS

Chiranjit Kumar

Partner

3. The PURCHASER shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners and the Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
4. The PURCHASER shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder.
5. The PURCHASER shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder.
6. The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.
7. The PURCHASER and other co owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder.
8. The PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owners or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the PURCHASER under the terms of this conveyance.
9. The PURCHASER undivided proportionate interest in land is impartible in perpetuity.
10. The Owners, Developer/Confirming party and/or any person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby conveyed or any part thereof by, from under or in trust for the Owners or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the PURCHASER in manner aforesaid as by the PURCHASER, his heirs, executors or administrators and assigns shall be reasonably required.

M/S. METRO DEVELOPERS

Chiranjit Kumbhar

Partner

11. The PURCHASER shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

NOTE:

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and nature gender and vice-versa.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(THE SAID PREMISES)

ALL THAT piece and parcel of land admeasuring **10 Cottah, 9 Chittack, but as per physical measurement 10 Cottah, 4 Chittack, 17 Sq. Ft.**, comprised in C.S./R.S. Dag No. 2001 (P), E/P No. 10, 10A, 11A, 12, S.P. No. 124, 124/1, 123/1, 120, R.S. Khatian No. 87, 88, 8, 11, lying and situated at Mouza - Dum Dum Cantonment, J.L. No. 13, at Municipal Holding No. 24/10A, 24/10, 24/11A, 24/12 and 24/12/1, Jessore Road at present Holding No. 24/10, Jessore Road, Kolkata - 700 028, P.O. & P.S. Dum Dum, under Ward No. 11, District - North 24 Parganas, within the limit of the Dum Dum Municipality, under the jurisdiction of A.D.S.R. Cossipore, Dum Dum, and the same is Butted and Bounded as follows:

ON THE NORTH	:	BY House of Biplab Dey & Nantu Dey;
ON THE SOUTH	:	BY Holding No. 24/9, Jessore Road;
ON THE EAST	:	BY Municipality Road;
ON THE WEST	:	BY Municipality Road;

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the said Flat)

ALL THAT one residential Flat, being Flat No., on the Floor (Flooring-.....), facing of the Ground plus storied Building namely "METRO TOWER", measuring an area of **Square Feet super built up area** consisting of (.....) Bed Rooms, 1 (One) Drawing-cum-Living Room, 1 (One) Kitchen, ... (.....) Toilet and (.....) Balcony together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land at Municipal Holding No. 24/10A, 24/10, 24/11A, 24/12 and 24/12/1, Jessore Road at present Holding No. 24/10, Jessore Road, Kolkata - 700 028, P.O. & P.S. Dum Dum, under Ward No. 11, District - North 24 Parganas, within the limit of the Dum Dum Municipality.

M/S. METRO DEVELOPERS

Chiradip Kundu.

Partner

THE THIRD SCHEDULE ABOVE REFERRED TO:**(Common Parts and Facilities)**

1. The open space means open area in front of the building and other sides of the building, covered space, electrical, plumbing, sanitary and other installations of common utility and other common parts.
2. Maintenance, gate, boundary walls, stair case, Lift, roof, landings, lobbies, passages, stair case room, underground, overhead water tank, pipe lines, drainage, sewers, septic tank, rain water pipe, supply of water for 24 hours, fixtures, fittings, water pump, motor, pump room and lighting of common areas, common meter.
3. The right of passage in common as aforesaid gas, telephone, if there by any electricity, water from and to the said flat through pipes, drains, wires and conduits.
4. The entire land or space lying vacant within the said premises.

THE FOURTH SCHEDULE ABOVE REFERRED TO:**(COMMON EXPENSES)**

1. Maintenance and upkeep of lift, staircase, landing, passages, common pathways and roof of the building.
2. Painting on common areas in the interior and exterior of the building.
3. Maintenance for electrical lines, water lines, soil pipe, under ground water reservoir, overhead reservoir, septic chamber and all outside drain of the building.
4. Maintenance for motor and pump and security of the same.
5. Salary of the care taking staff, security, electrician plumber, sweeper etc.

THE FIFTH SCHEDULE ABOVE REFERRED TO**(COMMON RESTRICTIONS FOR OCCUPIERS)**

- Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation or an portion thereof unless (s) such party shall have observed performed all to the and condition on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.

M/S. METRO DEVELOPERS*Chiradip Kundu.*

Partner

- Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for the said laws bye laws and regulations.
- The respective allocation shall deep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.
- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portion of the building.
- Neither parties is allowed to make any of the construction in common area, roofs etc. without proper permission of the developers and or associations.
- Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.
- No roof garden is allowed.

M/S. METRO DEVELOPERS

Chizadih Kundra

Partner

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the
VENDORS at Kolkata in the presence of :

- 1.
- 2.

SIGNATURE OF THE VENDORS

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

- 1.
- 2.

M/S. METRO DEVELOPERS

Chiranjit Kundu

Partner

SIGNATURE OF THE DEVELOPER

SIGNED SEALED AND DELIVERED by the
PURCHASER at Kolkata in the presence of:

- 1.

SIGNATURE OF THE PURCHASER

DRAFTED BY:

Advocate
High Court, Calcutta.
Enl. No.

RECEIVED from the within named PURCHASER the within mentioned sum of Rs. 00,00,000/-
 (Rupees.....) only by way of total consideration money as per Memo below :-

MEMO OF CONSIDERATION

Cheque No.	Date	Bank & Branch Name	Amount
------------	------	--------------------	--------

Total Rs.00,00,000/-

(Rupees.....) only

SIGNATURE OF THE WITNESS

1.

M/S. METRO DEVELOPERS

Chiradip Kundu

Partner

2.

SIGNATURE OF THE DEVELOPER

Identified by:

Name: _____

Son of _____

by Faith- _____, Occupation: _____

Residing at - _____, P.O. _____, P.S. _____

Kolkata- _____, District: _____