

**DRAFT COPY**

**-: DEED OF CONVEYANCE :-**

This Deed of Conveyance is made on this the       day of       , Two  
Thousand Twenty Three (2023) of the Christian Era  
Amongst

(1) Sri Devasish Mukhopadhyay @ Sri D. Mukhopadhyay (Pan : CLZPM 4964P, Aadhaar No. 8724 5391 8687 and Mobile No. 90026 15747), by Occupation- Business, son of Late Jnan Ranjan Mukherjee, residing at Raghunath Sayer, Boro Kalitala, P.O. and P.S. Bishnupur, District-Bankura, Pin-722 122, State of West Bengal, (2) Sri Anjan Mukherjee (Pan : BGVPM 5234N, Aadhaar No. 6840 9423 5230 and Mobile No. 83358 26411), by Occupation- Business, son of Late Jnan Ranjan Mukherjee, residing at 8A, Wozzir Choudhury Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata, Pin-700 067, State of West Bengal and (3) Sri Sudip Mukherjee (Pan : AVHPM 9023H, Aadhaar No. 8031 9933 8748 and Mobile No. 85094 18251), by Occupation- Business, son of Late Jnan Ranjan Mukherjee, residing at Raghunath Sayer, Boro Kalitala, P.O. and P.S. Bishnupur, District-Bankura, Pin-722 122, State of West Bengal, all by Nationality-Indian, all by Faith-Hindu, hereinafter jointly called the First Party / Land Onwers / Vendors (Which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, executors, successors, legal representatives, administrators and assigns) of the One Part, represented by their Lawful Constituted Attorney namely M/s. Renuka Infra Telecom Private Limited (Pan : AAICR 3648E), a Limited Liability Company Incorporated under the Indian Companies Act 1956-2013, having its registered office at 12/1, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata, Pin-700 067, State of West Bengal, represented by two of its Director namely (1) Sri Sourav Dutta (Pan : BUBPD 0967K, Aadhaar No. : 9110 1192 0583 and Mobile No. : 72785 01671), son of Sri Shyamal Kumar Dutta @ Sri Shymal Dutta and (2) Sri Shyamal Kumar Dutta @ Sri Shyamal Dutta (Pan : AGUPD 9371P, Aadhaar No. : 8545 7307 1407 and Mobile No. : 98753 17225), son of Late Sudhir Dutta, both by Occupation - Business, both by Faith - Hindu, both by Nationality-Indian, both are residing at 20/1, Bidhan Nagar Road, Flat No. D-2/11, VIII-M, Housing Co-operative Society, Second Floor, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata, Pin-700 067, State of West Bengal, by virtue of a Development Power of Attorney, Dated 23/02/2022, which was duly registered in the office of the Additional District Sub-Registrar, Sealdah, District : South 24-Parganas and recorded there in Book No. : I, Volume No. : 1606-2022, Page from 30147 to 30185, Being No. : 160600904, For the year 2022.



[3]

And

**M/s. Renuka Infra Telecom Private Limited** (Pan : AAICR 3648E), a Limited Liability Company Incorporated under the Indian Companies Act 1956-2013, having its registered office at 12/1, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata, Pin-700 067, State of West Bengal, represented by two of its **Directors** namely (1) **Sri Sourav Dutta** (Pan : BUBPD 0967K, Aadhaar No. : 9110 1192 0583 and Mobile No. : 72785 01671), son of Sri Shyamal Kumar Dutta @ Sri Shymal Dutta and (2) **Sri Shyamal Kumar Dutta @ Sri Shyamal Dutta** (Pan : AGUPD 9371P, Aadhaar No. : 8545 7307 1407 and Mobile No. : 98753 17225), son of Late Sudhir Dutta, both by Occupation - Business, both by Faith - Hindu, both by Nationality-Indian, both are residing at 20/1, Bidhan Nagar Road, Flat No. D-2/11, VIII-M, Housing Co-operative Society, Second Floor, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata, Pin-700 067, State of West Bengal hereinafter called and referred to as the **Second Party / Developer** (Which terms or expression shall unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office, executors, administrators, legal representatives and assigns) of the **Second Part.**

And

(1) (Pan : , Aadhaar No. : and Mobile No. : ), son of , by Occupation- , by Nationality- , by Faith- , residing at : , P.O. : , P.S. : , Kolkata- and (2) (Pan : , Aadhaar No. : and Mobile No. : ), wife of , by Occupation- , by Nationality- , by Faith- residing at : , P.O. : , P.S. : , Kolkata- hereinafter collectively called and referred to as the **Third Party / Purchasers** (which terms or expression shall unless excluded by or repugnant to the subject or context shall mean and include their heirs, executors, successors, legal representatives, administrators and assigns) of the **Third Part.**

Whereas one **Sri Phani Bhusan Mukherjee**, **Sri Bibhuti Bhusan Mukherjee**, both sons of Late Kedar Nath Mukherjee, **Sri Niranjan Mukherjee**, **Sri Chittaranjan Mukherjee**, **Sri Monoranjan Mukherjee**, then being a minor, all sons of Late Kirtibas Mukherjee, **Sri Jnan Ranjan Mukherjee** and **Sri Biswa Ranjan Mukherjee**, both sons of Late Ram Saran Mukherjee, constituted a joint Hindu Family Governed by the Dayabhanga School of Hindu Law and they were owners of several movable and immovable properties, those were purchased in the individual name of the member of the said joint family with the income of their joint family fund / business.

**And Whereas** after disputes and differences arose between them as to the joint enjoyment and management of their said several joint properties and with a view to settle the disputes a "**Memorandum of Agreement**", dated 08/10/1955, was made / executed between the said **Sri Phani Bhusan Mukherjee** of the **First Part**, **Sri Bibhuti Bhusan Mukherjee** of the **Second Part**, **Sri Niranjan Mukherjee**, **Sri Chittaranjan Mukherjee** and **Sri Monoranjan Mukherjee**, the last named being a minor, being represented by his elder brother and natural guardian, the said **Sri Niranjan Mukherjee** jointly and collectively of the **Third Part** and **Sri Jnan Ranjan Mukherjee** and **Sri Biswa Ranjan Mukherjee** jointly and collectively of the **Fourth Part** of the several Parties to the said "**Memorandum of Agreement**", dated 08/10/1955, referred all their such disputes and differences as to the joint management and enjoyment of their several joint properties and partition thereof to the Arbitration of sole Arbitrator namely **Sri Amal Krishna Mitter**, an Attorney-At- Law, son of Late **Paresh Nath Mitter** of 10, Old Post Office Street, in the then Town of Calcutta.



**And Whereas** by the said recited "**Memorandum of Agreement**", dated 08/10/1955, the said sole Arbitrator was given free powers to take evidence both oral and documentary to go into all accounts concerning the said joint Estate, to ascertain the extent and particulars of the joint Estate and to partition and divide the said joint properties into four equal parts and allot one such equal part to the said **Sri Phani Bhusan Mukherjee** in severalty, another such equal part to the said **Sri Bibhuti Bhusan Mukherjee** in severalty, another such equal part to the said **Sri Niranjan Mukherjee, Sri Chittaranjan Mukherjee and Sri Monoranjan Mukherjee** jointly, but in severalty from the other Parties and the remaining such equal part to the said **Sri Jnan Ranjan Mukherjee and Sri Biswa Ranjan Mukherjee** jointly, but in severalty from the other Parties.

**And Whereas** by the said "**Memorandum of Agreement**", dated 08/10/1955, for the purpose of making the said partition and division, the said sole Arbitrator, Mr. Amal Krishna Mitter was further empowered to engage a surveyor or surveyors for valuing the said several joint properties and also to direct payment of owelty money if necessary, for equalising the said partition

**And Whereas** by the said "**Memorandum of Agreement**", dated 08/10/1955, it was further provided that the said sole Arbitrator should make and publish his "**Award**" within fifteen months from the date of the said "**Memorandum of Agreement**", dated 08/10/1955 and that all costs of the said reference including the fees of the said sole Arbitrator and charges of the said surveyor or surveyors to be engaged by the said sole Arbitrator for the purpose of valuing the said joint properties should be borne and paid by the said Parties according to their respective shares.

**And Whereas** the said sole Arbitrator engaged Mr. Tarun Kumar Ghosh, who was an Engineer in the then approved list of the Hon'ble High Court at Calcutta, for the purpose of assisting the said sole Arbitrator to survey and make value of the said several joint properties belonging to the said Parties.

**And Whereas** the said Parties thereto as per their mutual understanding some matter of disputes had taken away from the said Arbitration and / or partition, during the pendency of the said Arbitration proceedings and the said Parties settled all their disputes and differences except the properties taken away from the Arbitration / partition, by metes and bounds of the several joint properties.

**And Whereas** in the aforesaid circumstances, considering all the aspect thereto the said sole Arbitrator Mr. Amal Krishna Mitter, made and published his "**Award**" in writing on 18/12/1956, distributing the several joint properties in four Lots as **First, Second, Third and Fourth Schedule**.

**And Whereas** the said sole Arbitrator, submitted his report before the Learned Mr. Prokash Chandra Mallick, one of the Judges of the Hon'ble High Court at Calcutta (Original Civil Jurisdiction), being "**Award**" Case No. 24 of 1957 and the Hon'ble High Court at Calcutta, by his order dated 18/11/1957, declared that the said "**Award**" ought to be carried into effect and the same was ordered and decreed accordingly. And it was further ordered and decreed that, the said Parties respectively do bear and pay cost of the filling of the said "**Award**" and of obtaining Judgement thereon assessed at the sum of Rs. 350/- (Rupees three hundred and fifty) Only.



**And Whereas** the said "Award" got registered before the Registrar of Assurances at Calcutta, on the 04/01/1957 and recorded therein Book No. 1, Volume No. 23, Pages 146 - 196, Being No. 44, For the year 1957.

**And Whereas** as per said "Award" made and published on 18/12/1956, the said **Sri Phani Bhusan Mukherjee** was allotted several properties set forth in the said "First Schedule" of the said "Award" to be held by him absolutely in severalty from the other Parites in lieu of his undivided one fourth share of and in the said several joint properties.

**And Whereas** as per said "Award" made and published on 18/12/1956, the said **Sri Bibhuti Bhusan Mukherjee**, was allotted several properties set forth in the said "Second Schedule" of the said "Award" to be held by him absolutely in severalty from the other Parites in lieu of his undivided one fourth share of and in the said several joint properties.

**And Whereas** as per said "Award" made and published on 18/12/1956, the said **Sri Niranjan Mukherjee, Sri Chittaranjan Mukherjee and Sri Monoranjan Mukherjee** jointly, were allotted several properties set forth in the said "Third Schedule" of the said "Award" to be held by them absolutely in severalty from the other Parites in lieu of their jointly undivided one fourth share of and in the said several joint properties.

**And Whereas** as per said "Award" made and published on 18/12/1956, the said **Sri Jnan Ranjan Mukherjee and Sri Biswa Ranjan Mukherjee** jointly, were allotted several properties set forth in the said "Fourth Schedule" of the said "Award" to be held by them absolutely in severalty from the other Parites in lieu of their jointly undivided one fourth share of and in the said several joint properties.

**And Whereas** the said **Sri Phani Bhusan Mukherjee**, being the **First Party** therein got several properties including the property being **All That** one storied brick built messuage tenement or dwelling house including the piece and parcel of revenue redeemed **Bastu Land** thereunto belonging whereon or part whereof the same was erected and containing by estimation an area of 05 (Five) Cottahs- 6 (Six) Chittaks - 13 (Thirteen) Sq.Ft. be the same a little more or less, of the divided Northern portion of the then mother Premises No. 35/2, Adhar Chandra Das Lane or Adhar Das Lane (formerly known as Telenga Bagan Lane), under the then CMC Ward No. 13, in the suburbs of the town of Calcutta and comprised under Dihi- Panchannogram, Touzi No. 1298/2833, in Division No. 2, Sub-Division No. 9, Holding No. 17, Mouza- Ultadanga, the then Police Station - Manicktala (Now - Ultadanga), the then Sub-Registration Office at Sealdah, District of 24-Parganas, at present under A.D.S.R.O. at Sealdah, District of South 24-Parganas, allotted to the said **Sri Phani Bhusan Mukherjee** and the said divided Northern portion is delineated in the Plan-"P" thereto annexed and coloured with in "Red" borders and marked as Lot-"A" together with the right of common ownership over the strip of land lying on the south side of the said divided Northern portion of the said Premises and coloured "Violet" borders in the said Plan- "P" annexed thereto and it was to be used as common passage for ingress and egress jointly with the said **Sri Bibhuti Bhusan Mukherjee**.

**And Whereas** the said **Sri Bibhuti Bhusan Mukherjee**, being the **Second Party** therein got several properties including the property



being **All That** one storied brick built messuage tenement or dwelling house including the piece and parcel of revenue redeemed **Bastu Land** thereunto belonging whereon or part whereof the same was erected and containing by estimation an area of 05 (Five) Cottahs - 06(Six) Chittaks, be the same a little more or less, of divided Middle portion of the then mother Premises No. 35/2, Adhar Chandra Das Lane or Adhar Das Lane (formerly known as Telenga Bagan Lane), under the then CMC Ward No. 13, in the suburbs of the town of Calcutta and comprised under Dihi- Panchannogram, Touzi No. 1298/2833, in Division No. 2, Sub-Division No. 9, Holding No. 17, Mouza-Ultadanga, the then Police Station-Manicktala (Now-Ultadanga), the then Sub-Registration Office at Sealdah, District of 24-Parganas, at presant under A.D.S.R.O. at Sealdah, District of South 24-Parganas, allotted to the said **Sri Bibhuti Bhusan Mukherjee** and the said divided Middle portion is delineated in the Plan-"P" thereto annexed and coloured within "Yellow" borders and marked as Lot-"B", together with the right of common ownership over the strip of land lying on the north side of the said divided Middle portion of the said Premises and coloured "Violet" borders in the said Plan "P" annexed thereto and it was to be used as common passage for ingress and egress jointly with the said **Sri Phani Bhusan Mukherjee** and along with another of the right of common ownership over the strip of land lying on the south side of the said divided Middle portion of the said Premises and coloured "Blue" borders in the said Plan "P" annexed thereto and it was also to be used as common passage

for ingress and egress jointly with the said **Sri Jnan Ranjan Mukherjee** and **Sri Biswa Ranjan Mukherjee**.

**And Whereas** the said **Sri Jnan Ranjan Mukherjee** and **Sri Biswa Ranjan Mukherjee** jointly, being the **Fourth Party** therein got several properties including the property being **All That** one storied brick built messuage tenement or dwelling house including the piece and parcel of revenue redeemed **Bastu Land** thereunto belonging whereon or part whereof the same was erected and containing by estimation an area of 07 (Seven) Cottahs-32 (Thirty Two) Sq.Ft. be the same a little more or less, of the divided Southern portion of the then mother Premises No. 35/2, Adhar Chandra Das Lane or Adhar Das Lane (formerly known as Telenga Bagan Lane), under the then CMC Ward No. 13, in the suburbs of the town of Calcutta and comprised under Dihi- Panchannogram, Touzi No. 1298/2833, in Division No. 2, Sub-Division No. 9, Holding No. 17, Mouza-Ultadanga, the then Police Station - Manicktala (Now - Ultadanga), the then Sub-Registration Office at Sealdah, District of 24-Parganas, at present under A.D.S.R.O. at Sealdah, District of South 24-Parganas, allotted to the said **Sri Jnan Ranjan Mukherjee** and **Sri Biswa Ranjan Mukherjee** jointly and the said divided Southern portion is delineated in the Plan - "P" thereto annexed and coloured within "Green" borders and marked as Lot-"C", together with the right of common ownership over the strip of land lying on the north side of the said divided Southern portion on the said Premises and coloured "Blue" borders in the said Plan - "P" annexed thereto and it was to be used as common



passage for ingress and egress jointly with the said **Sri Bibhuti Bhusan Mukherjee**.

**And Whereas** in course of peaceful possession and enjoyment of the respective allotted portion of **Sri Phani Bhusan Mukherjee** (the **First Party** therein), **Sri Bibhuti Bhusan Mukherjee** (the **Second Party** therein) and **Sri Jnan Ranjan Mukherjee** with **Sri Biswa Ranjan Mukherjee** (Jointly the **Fourth Party** therein) under the then said **entire mother Premises No. 35/2, Adhar Chanda Das Lane** or Adhar Das Lane (Formerly Telenga Bagan Lane), Calcutta, together with two separate piece of strip of land to be used as common passage for ingress and egress jointly by themselves.

**And Whereas** the said **Sri Phani Bhusan Mukherjee** and **Sri Bibhuti Bhusan Mukherjee**, as per their mutual understanding made division of their common / joint strip of land, which laid between LOT-"A" and LOT-"B", in the said Plan-"P", coloured "Violet" of the then portion of mother Premises No. 35/2, Adhar Chandra Das Lane or Adhar Das Lane (Formerly known as Telenga Bagan Lane), Calcutta, the said **Sri Phani Bhusan Mukherjee** alone were entitled to half share and the said **Sri Bibhuti Bhusan Mukherjee** alone were entitled to another / rest half share among themselves and they took their respective share of the said joint strip of land between LOT-"A" and LOT-"B", in the said Plan-"P", coloured "Violet" and same were marked with their respective allotted portion as stated earlier, resulting in increasement of their previously allotted LOT.

**And Whereas** similiary the said **Sri Bibhuti Bhasan Mukherjee** and **Sri Jnan Ranjan Mukherjee** with **Sri Biswa Ranjan Mukherjee** jointly, as per their mutual understading made division of their common / joint strip of land which laid between LOT-"B" and LOT-"C", in the said Plan-"P", coloured "Blue" of the then portion of mother Premises No. 35/2, Adhar Chandra Das Lane or Adhar Das Lane (formerly known as Telenga Bagan Lane), Calcutta, the said **Sri Bibhuti Bhasan Mukherjee** alone was entitled to half share and the said **Sri Jnan Ranjan Mukherjee** with **Sri Biswa Ranjan Mukherjee** jointly were entitle to another / rest half share, among themselves and they took their respective share of the said joint strip of land between LOT-"B" and LOT-"C", in the said Plan-"P", coloured "Blue" and the same were marzed with their respective alloted portion, resulting in increasement of their previously alloted LOT.

**And Whereas** by extinctions of one joint strip of land (north side) as aforesaid the divided and / or demarcated Southern portion of the then portion of mother Premises No. 35/2, Adhar Chandra Das Lane or Adhar Das Lane (Formerly Telenga Bagan Lane), Calcutta, alloted to the said **Sri Jnan Ranjan Mukherjee** and **Sri Biswa Ranjan Mukherjee** jointly, increased upto 07(Seven) Cottahs - 06 (Six) Chittaks - 42 (Forty two) Sq.Ft. be the same a little more or less.

**And Whereas** the said **Sri Phani Bhusan Mukherjee**, absolutely transferred / Gift his said alloted portion by dint of Registered Bengali "Dan Patra", dated 06/04/1991, which was regd. in the Office of the District Sub-Registrar at



Bankura, District of Bankura, W.B. and recorded therein Book No.1, Volume No. 26, Page Nos. 219-226, Being No. 2413, For the year 1991, in favour of his nephew (brother's son) namely **Sri Monoranjan Mukherjee**, son of Late Kirtibash Mukhopadhyay and delivered possession of the said Gifted Property in favour of the Donee therein namely **Sri Monoranjan Mukherjee**. And the said **Sri Monoranjan Mukherjee**, become the absolute sole owner of the said Gifted property and he the said **Sri Monoranjan Mukherjee**, demolishing the said old dilapidated structures, raised construction of new six numbers separate and independent brick built, asbestos roofed single / one storied structure thereon. And his name (**Sri Monoranjan Mukherjee**) duly got mutated as absolute sole owner, in the then CMC Office (Now the KMC Office) and the KMC Authority have allotted six numbers separate and independent new / child premises being Premises Nos. 35/2A, 35/2B, 35/2C, 35/2D, 35/2E, and 35/2F, Adhar Chandra Das Lane, under the Ward No. 013, Calcutta and the said **Sri Monoranjan Mukherjee**, duly got amalgamated of his said separate and independent 06 (six) number premises converted into one unit premises and further allotted as new Premises No. 35/2, Adhar Chandra Das Lane, under the KMC Ward No. 013, through amalgamation Case No. M/013/16-APR-10/952.

**And Whereas** the said **Sri Bibhuti Bhusan Mukherjee**, by demolishing of the said old dilapidated structures, raised construction of new six numbers separate and independent brick built, asbestos roofed single / one storied structure upon his (**Sri Bibhuti Bhusan Mukherjee**) said allotted portion. And his name (**Sri Bibhuti Bhusan Mukherjee**) duly got mutated in this manner (**Babu Bibhuti Bhusan Mukherjee**), as absolute sole owner in the then CMC Office (Now the KMC Office) and the KMC Authority have allotted six numbers separate and independent new /child Premises being Premises Nos. 35/2G, 35/2H, 35/2J, 35/2K, 35/2L, and 35/2M, Adhar Chandra Das Lane, under the Ward No. 013, Calcutta.

**And Whereas** the said **Sri Jnan Ranjan Mukherjee** and **Sri Biswa Ranjan Mukherjee** Jointly, by demolishing of the said old dilapidated structures, raised construction of new six numbers separate and independent brick built, asbestos roofed single / one storied structure upon their (**Sri Jnan Ranjan Mukherjee** and **Sri Biswa Ranjan Mukherjee**) said allotted portion. And their joint names (**Sri Jnan Ranjan Mukherjee** and **Sri Biswa Ranjan Mukherjee**) duly got mutated as undivided joint owners in the then CMC Office (Now the KMC Office) and the KMC Authority have allotted six numbers separate and independent new /child Premises being Premises Nos. 35/2N, 35/2P, 35/2Q,



35/2R, 35/2S, and 35/2T, Adhar Chandra Das Lane, each having Bastu Land area 01 Cottah-03 Chittaks-37 Sq.Ft. along with one storey asbestos roofed structure area 488 Sq.ft., 476 Sq.ft., 488 Sq.ft., 492 Sq.ft., 488 Sq.ft. and 488 Sq.ft. respectively, be the same a little more or less, under the Ward No. 013, Calcutta, hereinafter referred to as the said **separate and independent six numbers joint ownership property.**

**And Whereas** in course of peaceful possession and joint enjoyment of the said **separate and independent six numbers joint ownership property** by the said one of undivided joint owners namely **Sri Biswa Ranjan Mukherjee**, he died intestate (his place and date of death are not traceable) leaving behind him surviving his widow namely **Smt. Pratima Rani Mukherjee** and only married daughter namely **Smt. Smritikana Chattopadhyay**, wife of Sri Syamal Chattopadhyay, as his joint legal-heiresses and successors. It is pertinent to mention here that, after demise of said Biswa Ranjan Mukherjee, name of his said widow namely **Smt. Pratima Rani Mukherjee** alone got mutated in place of her deceased husband namely Biswa Ranjan Mukherjee along with **Sri Jnan Ranjan Mukherjee**, in respect of the said **separate and independent six numbers joint ownership property** in the records of the then CMC office, now the KMC office.

**And Whereas** the said **Smt. Pratima Rani Mukherjee** and **Smt. Smritikana Chattopadhyay**, filled a Partition and Administration

Suit in the High Court at Calcutta, vide C.S. No. 676 of 1980, against the said **Sri Jnan Ranjan Mukherjee**, in respect of all the properties, those were jointly obtained / acquired by the said **Sri Jnan Ranjan Mukherjee** and **Sri Biswa Ranjan Mukherjee** (since deceased), by virtue of an order dated 18/11/1957, which was passed by the Learned Mr. Prokash Chandra Mallick, one of Judges of the Hon'ble High Court at Calcutta in the said "Award" Case No. 24 of 1957.

**And Whereas** the final decree was passed on 15/10/2001 by the Hon'ble High Court at Calcutta, considering the final report dated 25/10/2000 which was submitted by the Learned Commissioner in connection with the above Suit vide C.S. No. 676 of 1980 and as per said final decree the said **Sri Jnan Ranjan Mukherjee** obtained / acquired absolute sole ownership of the said **separate and independent six numbers joint ownership property** being **Premises Nos. 35/2N, 35/2P, 35/2Q, 35/2R, 35/2S and 35/2T, Adhar Chandra Das Lane**, including some other properties, in lieu of his (**Sri Jnan Ranjan Mukherjee**) undivided half share in all the joint properties. It is pertinent to mention here that, aforesaid separate and independent six numbers premises were mentioned all together in the said "Suit" as well as previous said "Award" in the one part/portion of the then mother Premises No. 35/2, Adhar Chandra Das Lane or Adhar Das Lane (formerly Telenga Bagan Lane), in the suburbs



of the town of Calcutta and the said **separate and independent six numbers joint ownership property** became as the said **separate and independent six numbers sole and absolute ownership property**.

**And Whereas** in course of peaceful possession and enjoyment in respect of the said **separate and independent six numbers sole and absolute ownership property** by the said sole and absolute owner namely **Sri Jnan Ranjan Mukherjee**, he died intestate on 04/01/2013 leaving behind him surviving his widow namely **Smt. Aloka Mukherjee** and three sons namely **Sri Devasish Mukhopadhyay, Sri Anjan Mukherjee and Sri Sudip Mukherjee**, as his joint legal-heirs and successors and none else, as per Hindu Succession Act' 1956 and the said **separate and independent six numbers sole and absolute ownership property** again became as the said **separate and independent six numbers joint ownership property**.

**And Whereas** after demise of Jnan Ranjan Mukherjee, as per Hindu Succession Act' 1956, his aforesaid all joint legal-heirs and successors namely **Smt. Aloka Mukherjee, Sri Devasish Mukhopadhyay, Sri Anjan Mukherjee and Sri Sudip Mukherjee**, already duly got their names jointly mutated on Intestate-Succession ground, as undivided joint owners (each having undivided 1/4 th share) in the records of the Assessment-Collection (N) Department of the KMC Office, instead of deceased

Jnan Ranjan Mukherjee, in respect of the said **separate** and **independent six numbers joint ownership property**, through six nos. separate simple / one visit mutation are as follows :-

(i) Case No. O/013/25-OCT-21/132158, for Premises No. 35/2N, Adhar Chandra Das Lane, Assessee No. 11-013-01-0063-6.

(ii) Case No. O/013/25-OCT-21/132160, for Premises No. 35/2P, Adhar Chandra Das Lane, Assessee No. 11-013-01-0064-8.

(iii) Case No. O/013/25-OCT-21/132161, for Premises No. 35/2Q, Adhar Chandra Das Lane, Assessee No. 11-013-01-0065-0.

(iv) Case No. O/013/25-OCT-21/132162, for Premises No. 35/2R, Adhar Chandra Das Lane, Assessee No. 11-013-01-0066-1.

(v) Case No. O/013/25-OCT-21/132163, for Premises No. 35/2S, Adhar Chandra Das Lane, Assessee No. 11-013-01-0067-3.

(vi) Case No. O/013/25-OCT-21/132164, for Premises No. 35/2T, Adhar Chandra Das Lane, Assessee No. 11-013-01-0068-5, all were approved on 25/10/21. Thereafter all were Mutation Certificate issued on 25/10/21.

**And Whereas** after completion of the aforesaid six numbers simple/one visit mutation, the names of said **Smt. Aloka Mukherjee, Sri Devasish Mukhopadhyay, Sri Anjan Mukherjee and Sri Sudip Mukherjee**, were recorded as undivided joint owners (each having undivided 1/4th share) in respect of the said **separate**



and **independent six numbers joint ownership property** and it is all are free from all encumbrances whatsoever having a good and marketable title thereto.

**And Whereas** the said **Smt. Aloka Mukherjee** in consideration of natural love and affection jointly gifted her undivided 1/4th share in the said **separate and independent six numbers joint ownership property**, i.e. in respect of **(i)** Premises No. 35/2N, Adhar Chandra Das Lane, **(ii)** Premises No. 35/2P, Adhar Chandra Das Lane, **(iii)** Premises No. 35/2Q, Adhar Chandra Das Lane, **(iv)** Premises No. 35/2R, Adhar Chandra Das Lane, **(v)** Premises No. 35/2S, Adhar Chandra Das Lane and **(vi)** Premises No. 35/2P, Adhar Chandra Das Lane, in favour of **(1) Sri Devasish Mukhopadhyay @ Sri D. Mukhopadhyay, (2) Sri Anjan Mukherjee and (3) Sri Sudip Mukherjee**, being her biological / natural three sons by virtue of separate six numbers registered **Deed of Gift**, details of the said six numbers deeds are as follows :-

**(i)** Deed in respect of Premises No. 35/2N, Adhar Chandra Das Lane, was executed on 02/11/2021, registered in the office of the A.D.S.R. at Sealdah, District of South 24-Parganas, recorded therein Book No. I, Volume No. 1606-2021, Page from 205171 to 205219, Being No. 160605016, For the year 2021,

**(ii)** Deed in respect of Premises No. 35/2P, Adhar Chandra Das Lane, was executed on 02/11/2021, registered in the office of the A.D.S.R. at Sealdah, District of South 24-Parganas, recorded therein Book No. I, Volume No. 1606-2021, Page from 205073 to 205121, Being No. 160605013, For the year 2021,

(iii) Deed in respect of Premises No. 35/2Q, Adhar Chandra Das Lane, was executed on 02/11/2021, registered in the office of the A.D.S.R. at Sealdah, District of South 24-Parganas, recorded therein Book No. I, Volume No. 1606-2021, Page from 205220 to 205268, Being No. 160605015, For the year 2021,

(iv) Deed in respect of Premises No. 35/2R, Adhar Chandra Das Lane, was executed on 02/11/2021, registered in the office of the A.D.S.R. at Sealdah, District of South 24-Parganas, recorded therein Book No. I, Volume No. 1606-2021, Page from 205269 to 205317, Being No. 160605018, For the year 2021,

(v) Deed in respect of Premises No. 35/2S, Adhar Chandra Das Lane, was executed on 02/11/2021, registered in the office of the A.D.S.R. at Sealdah, District of South 24-Parganas, recorded therein Book No. I, Volume No. 1606-2021, Page from 205122 to 205170, Being No. 160605014, For the year 2021.

(vi) Deed in respect of Premises No. 35/2T, Adhar Chandra Das Lane, was executed on 02/11/2021, registered in the office of the A.D.S.R. at Sealdah, District of South 24-Parganas, recorded therein Book No. I, Volume No. 1606-2021, Page from 205024 to 205072, Being No. 160605019, For the year 2021 and / after by the strength of the said six numbers "**Deed of Gift**" the said **(1) Sri Devasish Mukhopadhyay @ Sri D. Mukhopadhyay, (2) Sri Anjan Mukherjee and (3) Sri Sudip Mukherjee** became the undivided joint owners, each having undivided 1/3rd share in the said **separate and independent six numbers joint ownership property** and thereafter they got their names **(Sri Devasish Mukhopadhyay, Sri Anjan Mukherjee and Sri Sudip Mukherjee)**



jointly mutated on Transfer Ground instead of **Smt. Aloka Mukherjee**, as undivided joint owners (each having undivided 1/3rd share) in the records of the Assessment-Collection (N) Department of the KMC Office, in respect of the said **separate and independent six numbers joint ownership property**, through separate six numbers simple / one visit mutation are as follows :-

(i) Case No. O/013/30-NOV-21/132889, for Premises No. 35/2N, Adhar Chandra Das Lane, which was approved on 02/12/21.

(ii) Case No. O/013/02-DEC-21/132922, for Premises No. 35/2P, Adhar Chandra Das Lane, which was approved on 03/12/21.

(iii) Case No. O/013/02-DEC-21/132921, for Premises No. 35/2Q, Adhar Chandra Das Lane, which was approved on 03/12/21.

(iv) Case No. O/013/03-DEC-21/132963, for Premises No. 35/2R, Adhar Chandra Das Lane, which was approved on 04/12/21.

(v) Case No. O/013/03-DEC-21/132968, for Premises No. 35/2S, Adhar Chandra Das Lane, which was approved on 06/12/21.

(vi) Case No. O/013/03-DEC-21/132974, for Premises No. 35/2T, Adhar Chandra Das Lane, which was approved on 04/12/21. Thereafter all were Mutation Certificate issued on 06/12/21.

**And Whereas** after completion of the aforesaid six numbers separate simple / one visit mutation, the said **(1) Sri Devasish Mukhopadhyay, (2) Sri Anjan Mukherjee and (3) Sri Sudip Mukherjee**, all are present recorded undivided joint owners (each having undivided 1/3rd share) in respect of the said

**separate and independent six numbers joint ownership property**, as per their (Sri Devasish Mukhopadhyay, Sri Anjan Mukherjee and Sri Sudip Mukherjee), mutual understanding and better enjoyment to willingly again applied to the Assessment-Collection (N) Department of the KMC office for amalgamation of their (Sri Devasish Mukhopadhyay, Sri Anjan Mukherjee and Sri Sudip Mukherjee) aforesaid said **separate and independent six numbers joint ownership property**, through amalgamation Case No. M/013/15-DEC-21/3164 and the said amalgamation has been manually approved on 24/01/22 as well as computerised assessee generated / approved on 03/02/22. Thereafter **Mutation-Amalgamation Certificate** issued on 08/02/22 after the aforesaid **separate and independent six numbers joint ownership property** i.e. being Premises Nos. 35/2N, 35/2P, 35/2Q, 35/2R, 35/2S and 35/2T, Adhar Chandra Das Lane, has been duly converted / merged into one unit premises number being **Premises No. 35/2N, Adhar Chandra Das Lane** and one unit assessee number being **Assessee No. 11-013-01-0063-6** and after completion of the said amalgamation, the said (Sri Devasish Mukhopadhyay, Sri Anjan Mukherjee and Sri Sudip Mukherjee), the **First Party / Land Owners** herein, each having undivided 1/3rd share in the said amalgamated one unit premises being **All That** piece and parcel of revenue redeemed **Bastu Land** measuring about **07 (Seven) Cottahs - 06 (Six) Chittaks- 42 (Forty two) Sq.Ft.**, be the same a little more or less, together with **50 years old brick built, cemented floor, asbestos roofed, single / one storey fully residential structure** thereon, having its **total covered area of 2920 Sq.Ft.** be the same a little



more or less, morefully described in the **First Schedule** mentioned property hereunder written and it is free from all encumbrances whatsoever having a good and marketable title thereto, hereinafter referred to the said **Joint Property** .

**And Whereas** in the aforesaid manner the said **First Party / Land Owners / Vendors** herein, in course of their peaceful possession and joint enjoyment of the said **Joint Property** being intendent to have the said **Joint Property** developed by construction of a new multistorey building, through a **Developer** and accordingly entered into a **Development Agreement** with the said **M/s. Renuka Infra Telecom Private Limited**, a Limited Liability Company Incorporated under the Indian Companies Act 1956-2013, represented by two of its **Directors** namely (1) **Sri Sourav Dutta**, son of Sri Shyamal Kumar Dutta @ Sri Shymal Dutta and (2) **Sri Shyamal Kumar Dutta @ Sri Shyamal Dutta**, son of Late Sudhir Dutta therein and being the **Second Party / Developer** herein upon the terms and conditions mentioned therein and the said **Development Agreement**, dated 21/02/2022, which was duly registered in the office of the **Additional District Sub-Registrar, Sealdah, District : South 24-Parganas** and recorded there in Book No. : I, Volume No. : 1606-2022, Page from 29090 to 29168, Being No. : 160600900, For the year 2022 and simultaneously the **First Party / Land Owners / Vendors** herein on the same date i.e. dated 23/02/2022, executed a **Development Power of Attorney**, in favour of the said **M/s. Renuka Infra Telecom Private Limited**, a Limited Liability Company Incorporated under the Indian Companies Act 1956-2013, represented by two

of its **Directors** namely **(1) Sri Sourav Dutta**, son of Sri Shyamal Kumar Dutta @ Sri Shymal Dutta and **(2) Sri Shyamal Kumar Dutta @ Sri Shyamal Dutta**, son of Late Sudhir Dutta therein and being the **Second Party / Developer** herein which was duly registered in the office of the **Additional District Sub-Registrar, Sealdah, District : South 24-Parganas** and recorded there in Book No. : I, Volume No. : 1606-2022, Page from 30147 to 30185, Being No. : 160600904, For the year 2022, empowering to look after the affairs related to the said proposed development of the said **Joint Property** and to sale, assigns and / or transfer of the **Developer's** allocation reserved under the said **Development Agreement**, dated 21/02/2022.

**And Whereas** in the aforesaid manner the said **First Party / Land Owners / Vendors** herein further executed a **General Power of Attorney**, dated 02/06/2023, in favour of the said **M/s. Renuka Infra Telecom Private Limited**, a Limited Liability Company Incorporated under the Indian Companies Act 1956-2013, represented by two of its **Directors** namely **(1) Sri Sourav Dutta**, son of Sri Shyamal Kumar Dutta @ Sri Shymal Dutta and **(2) Sri Shyamal Kumar Dutta @ Sri Shyamal Dutta**, son of Late Sudhir Dutta therein and being the **Second Party / Developer** herein which was duly registered in the office of the **Additional District Sub-Registrar, Sealdah, District : South 24-Parganas** and recorded there in Book No. : I, Volume No. : 1606-2023, Page from 55208 to 55225 , Being No. : 160601994, For the year 2023, empowering to look after the affairs related to the sanction of proposed



**G+IV storied** Building of the said **Joint Property** from the Building Department, Borough No. III of the KMC Office.

**And Whereas** thereafter aforesaid **Development Agreement** dated 21/02/22, for the proposed construction work already been registered in accordance with the provisions of **The Real Estate (Regulation of Development) Act' 2016**, vide Registration No....., dated....., in the name of the **Second Party / Developer** herein

**And Whereas** the **Second Party / Developer** herein after obtaining the **G+IV storied** Building plan, vide **B.P. No. : 2023030060, dated 27/09/2023**, duly sanctioned by the Building Department, Borough : III of the KMC office and the said **Second Party / Developer** herein has already started construction of the **G+IV storied** building upon the said **Bastu Land**, after demolishing of existing / old structures as per said sanctioned building plan, vide **B.P. No. : 2023030060, dated 27/09/2023**.

**And Whereas** the **Second Party / Developer** herein with full confirmation of the **First Party / Land Owners / Vendors** herein decided to sale of **All That** self contained, independent marble / vitrified tiles finished floor fully residential one **Flat**, (being Flat No. ), on the **Floor ( side)**, consisting of **2(Two) Bed Room + 1 (One) Kitchen - Cum - Dining** and **2 (Two) Bath / Privy+1 (One) Verandah**, which measuring about its **super**

**built-up area**        **Sq.Ft.** (i.e. **covered area 500 Sq.Ft. + proportionate common uses area 100 Sq.Ft.**) be the same, a little more less, which falling under the **Second Party / Developer's** allocation / share (**without any type of car parking space**), morefully described in the **Second Schedule** mentioned property hereunder written, together with the undivided impartible proportionate share in the said **Bastu Land** morefully described in the **First Schedule** mentioned property hereunder written, along with common rights / obligations facilities therein morefully described in the **Third Schedule** hereunder written, common easements / quasi-easements facilities therein morefully described in the **Fourth Schedule** hereunder written, excepting common reservations facilities therein morefully described in the **Fifth Schedule** hereunder written and liability to bear common expenses facilities therein morefully described in the **Sixth Schedule** hereunder written, upon which the said **Flat** is erected lying, situate at and being **Premises No. 35/2N, Adhar Chandra Das Lane, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067**, under the **KMC Ward No. 013, vide Assessee No. 11-013-01-0063-6**, within the Jurisdiction of the **Additional District Sub-Registrar, Sealdah, District : South 24-Parganas**, at or for the total **Consideration of Rs.        /- (Rupees        )** only, hereinafter referred to as the said **Flat**.



**And Whereas** thereafter getting such information from a reliable source the **Third Party / Purchasers** herein, have taken inspection of the abstracts of title of the **First Party / Land Owners / Vendors** herein and has been satisfied themselves and the rights reserved by the **Second Party / Developer** herein, the said **Development Agreement and Development Power of Attorney**, both dated **21/02/2022**, the **Sanctioned Building Plan**, dated **27/09/2023**, the **Completion Certificate**, dated \_\_\_\_\_, status of the said **Flat** under the said **G+IV Stored Building**, made themselves fully conversant with the contents hereof and that the said construction has been carried out in accordance with the aforesaid sanctioned plans as per as practicable and the said **Bastu Land** is free from all encumbrances, attachments whatsoever being fully satisfied as above.

**And Whereas** the **Third Party / Purchasers** herein, have approached to the **Second Party / Developer** herein and the **First Party / Land Owners / Vendors** herein, for **Purchase** of the said **Flat**, which falling under the **Second Party / Developer's** allocation/share (without any type of car parking space) at a total **Consideration** of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only and the **Second Party / Developer** herein and the **First Party / Land Owners / Vendors** herein both have agreed to sell upon which the said **Flat** is erected situate, lying at and being **Premises No. 35/2N, Adhar Chandra Das Lane, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067**, under the **KMC Ward No. 013**, vide **Assessee No. 11-013-01-0063-6**, within the Jurisdiction of the **Additional District Sub-Registrar, Sealdah, District : South 24-Parganas**, morefully described in the **Second Schedule**

mentioned property hereunder written, together with the undivided impartible proportionate share in the said **Bastu Land** morefully described in the **First Schedule** mentioned property hereunder written, along with common rights / obligations facilities therein, common easements / quasi-easements facilities therein, excepting common reservations facilities therein and liability to bear common expenses facilities therein, which are morefully and particularly described in the **Third, Fourth, Fifth and Sixth Schedule** respectively hereunder written and in this regard an **Agreement For Sale**, was executed and registered among the parties hereto on \_\_\_\_\_, which was registered in the office of the **ADSR Sealdah, District : South 24-Parganas** and recorded there in **Book No. I, Volume No. 1606-** \_\_\_\_\_, **Pages from** \_\_\_\_\_ **to** \_\_\_\_\_, **Being / Deed No. 16060** \_\_\_\_\_, **For the Year** \_\_\_\_\_ and after the **Third Party / Purchasers** herein consent to the **Second Party / Developer / Confirming Party** herein and the **First Party / Land Owners / Vendors** herein to make arrangement for registration the appropriate **Deed of Conveyance**, in respect of the said Flat.

**:- Now this Indenture Witnesseth as Follows :-**

**That** in pursuance of the said Agreement and in **Consideration** of a sum of **Rs.** \_\_\_\_\_ **/ (Rupees** \_\_\_\_\_ **)** only, well and truly paid by the **Third Party / Purchasers** herein to the **Second Party / Developer** herein in the manner mentioned in the **Memo of Consideration** hereunder written with full knowledge and consent of the **First Party / Land Owners / Vendors** herein (the receipt whereof the **Second Party / Developer** herein do hereby as well as memos hereunder written admit and acknowledge) and of and the same and



every part thereof and do hereby release, acquit and forever discharge the said **Flat** sold by the **Second Party / Developer** herein with full confirmation of the **First Party / Land Owners / Vendors** herein, do hereby sale, grant, transfer, convey, assign and assure unto and in favour of the **Third Party / Purchasers** herein of **All That** one self contained, independent marble finished floor fully residential **Flat** (being **Flat No.** ), on the ( **side**), consisting of **2(Two) Bed Room + 1 (One) Kitchen - Cum - Dining** and **2 (Two) Bath / Privy + 1 (One) Verandah**, which measuring about its **super built up area** **Sq.Ft.** (i.e. **covered area** **Sq.Ft.** + **proportionate common uses are** **Sq.Ft.**) be the same, a little more less which falling under the **Second Party / Developer's** allocation / share (**without any type of car parking space**), morefully described in the **Second Schedule** mentioned property hereunder written, together with the undivided impartible proportionate share in the said **Bastu Land** morefully described in the **First Schedule** mentioned property hereunder written, along with common rights / obligations facilities therein morefully described in the **Third Schedule** hereunder written, common easements / quasi-easements facilities therein morefully described in the **Fourth Schedule** hereunder written, excepting common reservations facilities therein morefully described in the **Fifth Schedule** hereunder written and liability to bear common expenses facilities therein morefully described

in the **Sixth Schedule** hereunder written, upon which the said **Flat** is erected lying, situate at and being **Premises No. 35/2N, Adhar Chandra Das Lane, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067**, under the **KMC Ward No. 013**, vide **Assessee No. 11-013-01-0063-6**, within the **Jurisdiction of the Additional District Sub-Registrar, Sealdah, District : South 24-Parganas** or howsoever otherwise of the said **Flat** or apartment under the said **G+IV Storied Building** now are or is or heretofore was or were situate, bounded called, known, numbered, described and distinguished together with common amenities and also together with privileges, rights, easements, quasi-easements, reservations and restrictions **to have and to hold** of the said **Flat**, hereby granted, sold, conveyed and transferred to expressed and intended **to so to be unto** to the use of the **Third Party / Purchasers** herein their heirs, executors, representatives and assigns and forever free from all encumbrances, but nevertheless subject to the terms and conditions **and the Second Party / Developer** herein along with the **First Party / Land Owners / Vendors** herein doth hereby covenant with the **Third Party / Purchasers** herein that notwithstanding any act, deed or things whatsoever by the **Second Party / Developer** herein and the **First Party / Land Owners / Vendors** herein and or any of their respective predecessor-in-title or executed or knowingly suffered to the contrary, the **Second Party / Developer** herein



and the **First Party / Land Owners / Vendors** herein now have good rights full power and absolute authority regarding the said **Flat** and indefeasible title to grant, sale, convey and transfer of the said **Flat** hereby granted, sold conveyed and transferred or expressed or intended **to do so unto and the use of the Third Party / Purchasers** herein their heirs, executors, administrators, representatives and assigns shall from this day and may at all times hereafter peaceably, quietly and suitably possess and enjoy the said **Flat** and receive the rents, issues, profits thereof without any lawful eviction, hindrance, interruption, claim or demand whatsoever from or by the **Second Party / Developer** herein and the **First Party / Land Owners / Vendors** herein or any person or persons lawfully or equitably claiming from under or in trust for them or from or under any of their predecessor-in-title **and** that free and clear, freely and clearly and absolutely exonerated and released otherwise by and at the costs and expenses and the **Second Party / Developer** herein and the **First Party / Land Owners / Vendors** herein will and sufficiently secured of and from and against all and all manner of claim, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the **Second Party / Developer** herein and the **First Party / Land Owners / Vendors** herein or any of their predecessors-in-title or any person or persons lawfully or equitably claiming as aforesaid and further that the **Second Party / Developer** herein and the **First Party / Land Owners / Vendors** herein and all person having or lawfully or equitably claiming any estate or interest whatsoever in the said **Flat** or any part thereof from under or in trust for the **Second Party / Developer** herein and the **First Party / Land Owners / Vendors** herein or any of their

predecessors-in-title shall be from time to time and at times hereafter at the request and cost of the **Third Party / Purchasers** herein their heirs, executors administrators, representatives and assigns do or caused to do done and executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said **Flat** and every part thereof **unto and to the use** of the **Third Party / Purchasers** herein their heirs, executors, administrators, representatives and assigns in the manner aforesaid as shall or may reasonably be required. The **Second Party / Developer** herein and the **First Party / Land Owners / Vendors** herein both hereby also conveyed of the undivided impartible proportionate all common portions of the said **G+IV Storied Building** to the **Third Party / Purchasers** herein for common enjoyment with their said **Flat** inclusive all others flat owner(s) of the said **G+IV Storied Building**. The **Third Party / Purchasers** herein shall have the rights to mutate their respective names as undivided joint owners of the said **Flat** in the records of the Kolkata Municipal Corporation Office and also before others Authority Concerned and to take all essential services from the appropriate authorities in their respective names or in any of their name. Provided that all probable / necessary co-operate with regards to aforesaid mutation if required shall be provided by the **First Party / Land Owners / Vendors** herein and the **Second Party / Developer** herein. Also provided that, the **Third Party / Purchasers** herein shall not raise any objection regarding further new construction of any additional floor by the **Second Party / Developer** herein upon the existing **G+IV Stored Building** on roof.



**The First Schedule Above Referred To**

**(Entire Bastu Land / Property / Premises)**

**All That** piece and parcel of revenue redeemed **Bastu Land** measuring about **07 (Seven) Cottahs - 06 (Six) Chittaks-42 (Forty two) Sq.Ft.**, be the same a little more or less, together with a **G+4 storied Building** erected thereon, named "**Renuka Apartment TA Phase-I**", consisting of several residential Flats, Garage spaces, having **Lift Facilities** therein, along with all easements, appurtenances and common rights of the KMC main road on the eastern side of the said **Bastu Land** available therein lying, situate at and being **Premises No. 35/2N, Adhar Chandra Das Lane, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067, under the K.M.C. Ward No. 013, Borough No. III, Assessee No. 11-013-01-0063-6**, in the suburbs of the town of Calcutta and comprised under Dihi-Panchannogram, Touzi No. 1298/2833, Division No. 2, Sub-Division No. 9, Holding No. 17, Mouza-Ultadanga and **District : South 24-Parganas**, which is butted and bounded as the following manner :

**On The North By : Premises No. 35/2G, Adhar Chandra Das Lane**  
**On The South By : Premises No. 35, Adhar Chandra Das Lane**  
**On The East By : 16'-10" wide Adhar Chandra Das Lane**  
**On The West By : Premises No. 17, Jaharlal Dutt Lane**

**The Second Schedule Above Referred To**

**(Flat Hereby Sold)**

**All That** the self contained and independent marble / vitrified tiles finished floored, fully residential one **Flat** (being No. ) on the **Floor** ( side), measuring about its **super built-up area Sq.Ft. (i.e. covered area Sq.Ft. + proportionate common uses area Sq.Ft.)** be the same, a little more or less (**without any carparking space**), together with the undivided impartible proportionate share in the said

**Bastu Land** morefully described in the **First Schedule** mentioned property hereinbefore written, along with common rights / obligations facilities therein, common easements / quasi-easements facilities therein, excepting common reservations facilities therein and liability to bear common expenses facilities therein, which are morefully and particularly described in the **Third, Fourth, Fifth and Sixth Schedule** respectively hereunder written, upon which the said **Flat** is erected lying, situate at and being **Premises No. 35/2N, Adhar Chandra Das Lane, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067, under the KMC Ward No. 013, vide Assessee No. 11-013-01-0063-6, within the Jurisdiction of the Additional District Sub-Registrar, Sealdah, District : South 24-Parganas, having Lift Facilities** therein and shown by Red colour line in the annexed entire **Floor Plan** hereto, which is a part of this **Deed of Conveyance**.

**The Third Schedule Above Referred to**  
**(Common Rights / Obligations And Facility)**

1. The foundation columns, griders, beams, supports etc.
2. One overhead reservoir with the main water pipe lines.
3. One pump with motor and pump and distribution pipes.
4. Water pump, under ground water reservoir with the main water pipe lines and other common plumbing installations.
5. Corridors, lobbies, landings spaces stairs, top roof, along with parapet walls, stairways, entrance and exists main gate of the **G+IV Stored Building** as well as boundary wall premises main gate.
6. Electic wiring meter and fittings.
7. Water and sewerage evacuation pipes to the drains and sewerage common connection to the main **G+IV Stored Building**.
8. Space for letter box.



**The Fourth Schedule Above Referred To**  
**(Common Easements And Quasi-Easements)**

1. The **Third Party / Purchasers** herein shall be entitle to all rights privileges including the right of vertical and lateral supports easements, quasi-easement, appendages and appurtenances whatsoever belonging or in any way appertaining to the said **Flat** and the properties appurtenances thereto or otherwise hereby intended to be held used occupied or enjoyed or reputed or known part and parcel or member thereof or appertaining thereto which are hereinafter morefully specified excepting and reserving unto the **First Party / Land Owners / Vendors** herein and other flat owner(s) of the said **G+IV Stored Building**, the rights, easement, quasi-easement privileges and appurtenances hereinafter morefully particularly set forth in the **Fifth Schedule** hereunder written.

2. The right of access in common with the said **First Party / Land Owners / Vendors** herein and other flat owner(s) of the said **G+IV Stored Building** at all times and for all normal purpose connected with the use and enjoyment of the entrance, staircase, top roof, landing and other common parts of the said **G+IV Stored Building**.

3. The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant thereto and common part without any type of vehicles over and along the passages and pathways comprised within the said **G+IV Stored Building** and the appurtenant of the said **Bastu Land**, provided always and it is declared that therein contained shall permit the **Third Party / Purchasers** herein or any person deserving title under the **Third Party / Purchasers** herein and/or their servant and employees invities to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage

of the **First Party / Land Owners / Vendors** herein and other flat owner(s) of the said **G+IV Stored Building** entitled to such rights of way over and along such passage or pathways or common parts as aforesaid.

4. The right of protection of the said **G+IV Stored Building** and appurtenant thereto by or from all other parts of the said **G+IV Stored Building** as they may protect the same and in manner not to demolish the support at present enjoyed by the said **G+IV Stored Building** and the properties appurtenant thereto from the other part or parts of the said **G+IV Stored Building**.

5. The right of passage in common as aforesaid of electricity water, telephone and soil pipes and to the said **Flat** and the properties appurtenants thereto pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said **Flat** and the said **G+IV Stored Building** so far as reasonably necessary for the beneficial occupation and enjoyment of the said flat and the properties appurtenant thereto for all lawful purpose whatsoever.

6. The right with or without workmen and necessary materials for the **Third Party / Purchasers** herein to enter from time to time during the day time upon the other parts of the said **G+IV Stored Building** and the said **G+IV Stored Building** for the purpose of repairing so far as may be necessary such pipes drain and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said **G+IV Stored Building** and the properties appurtenant thereto to so far as such repairing, replacing, painting or cleaning as aforesaid can not be reasonably carried out without such entry and in all such easements excepting emergent situation upon giving twenty four hours previous notice in writing of his intention so to entitle to the other flat owner(s) of the said **G+IV Stored Building** property entitled to the same.



**The Fifth Schedule Above Referred To**  
**(Excepting Common Reservations)**

1. The under mentioned rights, easements quasi-easements, privileges and appurtenance shall be excepted and be reserved unto the other flat owner(s) of the said **G+IV Stored Building** entitled to the same and / or reserving rights, title under them other than the **Third Party / Purchasers** herein in respect of the said **G+IV Stored Building**.
2. The right of way in common with the **Third Party / Purchasers** herein, the other flat owner(s) of the said **G+IV Stored Building** entitled as aforesaid for the enjoyment and use of common parts of passage of the said **G+IV Stored Building** including its installations staircase entrance and other parts or passage and or for the purpose connected therewith including ingress to and egress from the said **G+IV Stored Building**.
3. The right of passage in common as aforesaid of electricity, water and soil from and to any part (other than the said **Flat** and the proportions appurtenant thereto) or other parts of the said **G+IV Stored Building** through pipes, drains, wires, conduits, lying or being in under through or over the said **G+IV Stored Building** and the properties appurtenant thereto so far as may be reasonable necessary for the beneficial use of occupation of the other portion(s) of the said **G+IV Stored Building** for all lawful purpose whatsoever.
4. The right of protection of other portion(s) of the said **G+IV Stored Building** from or by all parts of the said **G+IV Stored Building** and the properties appurtenant thereto any manner not to demolish the support at present enjoyed by the other portion(s) of the said **G+IV Stored Building** from the said **Flat** and the properties appurtenances thereto.
5. That the **Third Party / Purchasers** herein shall and will give to the other flat owner(s), the necessary verticle, horizontal and lateral support for all flats and also a right of way over all common passages, all staircases and all common open spaces, etc.
6. That this transaction shall be governed by the transfer of property Act. under West Bengal Apartment Ownership Act' 1972 and other statutory Laws that may come into fource from time to time.

**The Sixth Schedule Above Referred To**  
**(Liability Of Bear Common Expenses To Be Incurred**  
**By The All Flat Owners herein)**

The Association / society formed by the all flat owner(s) of the said **G+IV Stored** Building shall manage, maintain and control the following expenses.

1. The expenses of maintaining, repairing, replacing redecorating etc. of the main structure and in particular the gutters and rain water pipes of the said **G+IV Stored** Building water pipes, sewers, line and electric wires in under or upon the said **G+IV Stored** Building and enjoyed or used by the **Third Party / Purchasers** herein in common with the other flat owner(s) of the said **G+IV Stored** Building and main entrance passages, landing and staircase, top roof of the said **G+IV Stored** Building as enjoyed by the **Third Party / Purchasers** herein or used by them in common as aforesaid and the boundary walls of the said **G+IV Stored** Building and compound etc.
2. The cost of cleaning and lighting the passage landing staircase and other parts of the said **G+IV Stored** Building enjoyed, used by the all flat owner(s) or purchaser(s) in common as aforesaid.
3. The costs of maintaining and decorating the exterior of the said **G+IV Stored** Building.
4. The costs and expenses for running operation and maintaining water pump. electric motors etc.
5. The salaries for the sweepers and caretakers etc.
6. The cost of any common work and maintenance for common lights, pump and monthly common service charges.
7. The proportionate rates, taxes and outgoings in respect of the said **Flat** which is otherwise to be borne and paid by its owner(s)
8. Maintenance of regular water supply to the all flats.



**In Witnesses Whereof** we the Parties have hereunto voluntarily and full consciousness of mind, free from any request of others as well as appreciated the contents and meaning of this **Deed of Conveyance** put their respective hands and seals on this the day month and year first above written.

Signed And Delivered By  
The First Party / Land Owners/Vendors  
In The Presence Of

( \_\_\_\_\_ )  
Son of \_\_\_\_\_ )  
Occupation : \_\_\_\_\_ )  
Address : \_\_\_\_\_ )  
  
P.O. : \_\_\_\_\_  
P.S. : \_\_\_\_\_, Kolkata-700

For, M/s. Renuka Infra Telecom Private Limited

Director Director

(Sri Sourav Dutta/Sri Shyamal Kumar Dutta)  
As Constituted Attorneys of the First Party / Owners /  
Vendors namely :-  
Sri Devasish Mukhopadhyay @ Sri D. Mukhopadhyay  
Sri Anjan Mukherjee and Sri Sudip Mukherjee  
—Signature of the First Party/Land Owners/Vendors—

Signed And Delivered By  
The Second Party / Developer  
In The Presence Of

( \_\_\_\_\_ )  
Son of \_\_\_\_\_ )  
Occupation : \_\_\_\_\_ )  
Address : \_\_\_\_\_ )  
  
P.O. : \_\_\_\_\_  
P.S. : \_\_\_\_\_, Kolkata-700

For, M/s. Renuka Infra Telecom Private Limited

Director Director

(Sri Sourav Dutta/Sri Shyamal Kumar Dutta)  
—Signature of the Second Party/Developer—

Signed And Delivered By  
The Third Party / Purchasers  
In The Presence Of

( \_\_\_\_\_ )  
Son of \_\_\_\_\_ )  
Occupation : \_\_\_\_\_ )  
Address : \_\_\_\_\_ )  
  
P.O. : \_\_\_\_\_  
P.S. : \_\_\_\_\_, Kolkata-700

1.

2.

( \_\_\_\_\_ )  
( \_\_\_\_\_ )  
Signature of the Third Party/Purchasers

Typed By Me,

(Sri Kaushik Ghosh)  
C/o. M/s. Prerona Laser Process  
B/247/H/8, Satin Sen Sarani  
P.S. Narkeldanga  
Kolkata-700 054



Drafted By Me,

(Kazi Tozammel Hossain)  
-Advocate-  
Sealdah Civil Court  
Enrolment No. F-165/176 of 1995  
Kolkata-700 014





PHOTO PEST AND FINGER IMPRESSION SHEET NO. 1 OF 2

 <p style="text-align: center;"><b>LEFT HAND</b></p>	Small Finger	Ring Finger	Middle Finger	Indication Finger	Thumb Finger
	Thumb Finger	Indication Finger	Middle Finger	Ring Finger	Small Finger
<p>For, M/s. Renuka Infra Telecom Private Limited</p> <p style="text-align: right;"><b>RIGHT HAND</b></p> <p style="text-align: right;">Director</p> <p style="text-align: center;"><b>(Sri Sourav Dutta)</b></p> <p>—As Constituted Attorneys of the First Party / Owners / Vendors—</p>					
 <p style="text-align: center;"><b>LEFT HAND</b></p>	Small Finger	Ring Finger	Middle Finger	Indication Finger	Thumb Finger
	Thumb Finger	Indication Finger	Middle Finger	Ring Finger	Small Finger
<p>For, M/s. Renuka Infra Telecom Private Limited</p> <p style="text-align: right;"><b>RIGHT HAND</b></p> <p style="text-align: right;">Director</p> <p style="text-align: center;"><b>(Sri Shyamal Kumar Dutta)</b></p> <p>—As Constituted Attorneys of the First Party / Owners / Vendors—</p>					

**PHOTO PEST AND FINGER IMPRESSION SHEET NO. 2 OF 2**

<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto;"></div> <p align="center"><b>LEFT HAND</b></p> <p>For, M/s. Renuka Infra Telecom Private Limited</p> <p align="right">RIGHT HAND</p> <p align="right">Director</p> <p align="center"><b>(Sri Sourav Dutta)</b></p> <p align="center">—Signature of the Second Party / Developer—</p>	Small Finger	Ring Finger	Middle Finger	Indication Finger	Thumb Finger
	Thumb Finger	Indication Finger	Middle Finger	Ring Finger	Small Finger
<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto;"></div> <p align="center"><b>LEFT HAND</b></p> <p>For, M/s. Renuka Infra Telecom Private Limited</p> <p align="right">RIGHT HAND</p> <p align="right">Director</p> <p align="center"><b>(Sri Shyamal Kumar Dutta)</b></p> <p align="center">—Signature of the Second Party / Developer—</p>	Small Finger	Ring Finger	Middle Finger	Indication Finger	Thumb Finger
	Thumb Finger	Indication Finger	Middle Finger	Ring Finger	Small Finger