

07/07/22

O/C.

P 7284/22

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100



रु. 100

ONE HUNDRED RUPEES

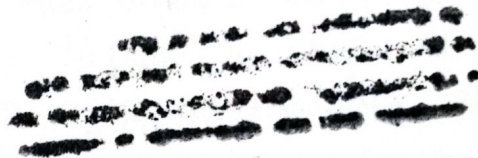
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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AG 767457

04/07/2022
Q-200189A & 15/2022



District Sub-Registrar-IV
Registrar U/S 7 (2) of
Registration 1908
Alipore, South 24 Parganas

DEED OF CONVEYANCE

THIS INDENTURE OF SALE made this the 4th day of July, Two Thousand and Twenty Two (2022)

BETWEEN

M. Adhikari

41313

24 JUN 2022

SL. No. Date

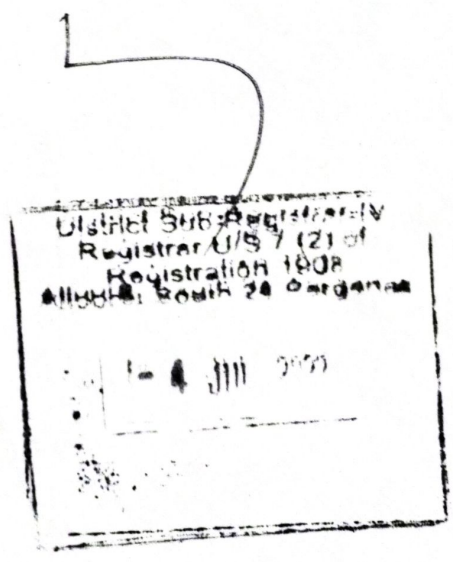
Rs. 100/-

Name D.K. Misra (Adv)

Address CALCUTTA HIGH COURT, KOL-1

[Signature]

SMRITI BIKASHI DAS
Govt. Licence Stamp Vendor
Alipore Police Court
Kol-27



~~Omant Misra~~
Misa Court-
Calcutta

SRI DHIRENDRA KUMAR BASAK ALIAS DHIREN KUMAR BASAK, (PAN - AEBPB9231K), son of Late Banku Bihari Basak, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 37, New Santoshpur Main Road, P.S. Survey Park, Kolkata – 700 075, hereinafter called and referred to as the **“OWNER/FIRST PARTY”** (which expression unless repugnant to the context shall mean and include his heir/heirs, executor/executors, assign/assigns, administrator/administrators and representative/ representatives) of the **FIRST PART**

AND

(1)SRI ANIRUDDHA MUKHERJEE, (PAN - AGSPM4604J), Aadhaar No.6707 9113 5193, son of Late Asit Kumar Mukherjee, by faith – Hindu, by Occupation – Business, by Nationality Indian, residing at URBANA TOWER-4, Flat No.0103, 783, Anandapur, Madurdah, Post Office – E.K.T.P., Police Station – Anandapur, Kolkata – 700 107 **AND (2) SRI GAUTAM DEY, (PAN – AHPPD1990G), Aadhar No.6092 6127 3043**, son of Sajit Kumar Dey, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at Bosepukur Road, Rajpur, Sonarpur, Kolkata – 700 149, hereinafter called and referred to as the **PURCHASERS** (which expression unless repugnant to the context shall mean and include their heir/heirs, executor/executors, assign/assigns, administrator/administrators and representative/ representatives) of the **SECOND PART**.

AND

SRI BIPLAB BISWAS, (PAN-AHMPB0345C),son of Late Birendra Biswas, by faith Hindu, by Occupation – Business, by Nationality – Indian, residing at 213, Purbalok, Kalikapur, Post Office – Kalikapur, P.S. Purba Jadavpur, Kolkata – 700 099, sole proprietor of the firm under name and style **MESSRS BIPLAB BISWAS, (PAN-AHMPB0345C)**,having its office at 213, Purbalok, Kalikapur, Police Station – Purba Jadavpur, Post Office – Kalikapur, Kolkata – 700099, hereinafter called and referred to as the **“CONFIRMING PARTY”** (which expression shall unless



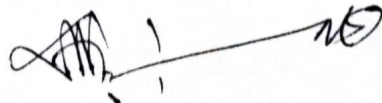
repugnant to the context be deemed to include his representative heirs, executors, administrators and assigns) of the **THIRD PART**.

WHEREAS one Sadhan Chandra Pramanik, was the absolute Owner of a big plot of land situated in Mouza - Kalikapur, J.L. No. 20, Touzi Nos.3, 5 and 12, R.S. No.2, comprising in R.S. Dag No. 356/406, under R.S. Khanda Khatian No.355 and 359, and his name was recorded and published in the R.S. Record of Right during Revisional Settlement Operation.

AND WHEREAS said Sadhan Chandra Pramnaik died intestate on leaving behind his one son namely Sri Sarat Chandra Pramanik, his wife namely Smt. Malina Bala Pramanik, and four daughters namely Smt. Arati Bala Das, Bharati Pramanik, Dulu Pramanik and Rama Pramanik, inherited the above mentioned plot of land as per Hindu Succession Act, 1956.

AND WHEREAS said legal heirs of the Sadhan Chandra Pramanik, namely Sri Sarat Chandra Pramanik, Smt. Malina Bala Pramanik, Smt. Arati Bala Das, Bharati Pramanik, Dulu Pramanik and Rama Pramanik partitioned their entire property among themselves and thereafter said Sri Sarat Chandra Pramanik, Smt. Malina Bala Pramanik and Smt. Arati Bala Das, jointly developed their portion of property situated in Mouza - Kalikapur, J.L. No. 20, Touzi Nos.3, 5 and 12, R.S. No.2, comprising in R.S. Dag No. 356/406, under R.S. Khanda Khatian No.355, and thereafter they have declared to sell some plots of land in favour of third party.

AND WHEREAS by virtue of a registered Deed of Sale dated 15.05.1969, registered in the office of the Sub-Registrar Alipore, South 24 Paraganas and recorded in Book No. I, Volume No.53, at Pages 198 to 203, Being No.2726 for the year 1969, said Sri Sarat Chandra Pramanik, Smt. Malina Bala Pramanik and Smt. Arati Bala Das, jointly sold, conveyed, transferred, assigned and granted two plots of land being Scheme Plot No.P-13 and P-14, measuring net land area of 10 (Ten)

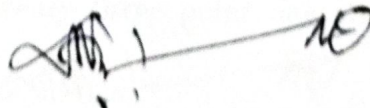


comprising in R.S. Dag No. 356/406, under R.S. Khanda Khatian No.355, in favour of the present **OWNER** herein for a valuable consideration as mentioned therein.

AND WHEREAS after purchase said **SRI DHIREN KUMAR BASAK**, the present **OWNER** herein mutated his name in the record of the B.L. & L.R.O. Kasba vide Mutation Case No.1439/99 and thereafter he also recorded his name in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No.502, Survey Park, Assessee No.31-109-13-0502-5, Kolkata – 700 099, within K.M.C. Ward No.109, under P.S. Purba Jadavpur, as described in the SCHEDULE below.

AND WHEREAS by virtue of a registered Development Agreement dated 15.12.2015, registered at District Sub-Registrar - V at Alipore, South 24-Parganas and recorded in Book No. I, Volume No.1630-2015, at Pages 5132 to 5159, Deed No. 0175 for the year 2015 executed by and between the **LAND OWNER** herein, entered into a joint venture Agreement with **Sri Biplab Biswas**, sole proprietor of **Messrs Biplab Biswas**, having its office at 213, Purbalok, Kalikapur, Police Station – Purba Jadavpur, Post Office – Kalikapur, Kolkata – 700099, **the Party of the Third Party herein** and the **OWNER** had also given a registered Development Power of Attorney after registered Development Agreement dated 15.12.2015, registered at District Sub-Registrar - V at Alipore, South 24-Parganas and recorded in Book No. I, Being No.00176 for the year 2015 in favour of the said **Sri Biplab Biswas**, sole proprietor of **Messrs Biplab Biswas**, **the Party of the Third Party herein**.

AND WHEREAS after execution of the said registered Development Agreement dated 15.12.2015, registered at District Sub-Registrar - V at Alipore, South 24-Parganas and recorded in Book No. I, Volume No.1630-2015, at Pages 5132 to 5159, Deed No. 0175 for the year 2015, said **Sri Biplab Biswas**, sole proprietor of **Messrs Biplab Biswas**, **the Party of the Third Party herein** developed the entire property and later on the KMC street name of the said



property has been changed as present **KMC Premises No.1537, Kalikapur**, within the KMC Ward No.109 instead of previous KMC Premises No.502, Survey Park, within the KMC ward No.109 and also mutated the name of the Owner in the record of the B.L. & L.R.O. vide L.R. Khatian No.821 of L.R. Dag No.356/406 of Mouza-Kalikapur, J.L. No.20 and the said **Sri Biplab Biswas**, sole proprietor of **Messrs Biplab Biswas, the Party of the Third Party herein** has spent the lot of money amounted of **Rs.10,00,000/- (Rupees Ten lac)** only against the Schedule mentioned property.

Shriem Kumar. B. B. B.

AND WHEREAS due to its certain inconveniences said **Sri Biplab Biswas**, sole proprietor of **Messrs Biplab Biswas, the Party of the Third Party herein** did not develop the said property and thereafter by and between the land **Owner** and also the said **Sri Biplab Biswas**, sole proprietor of **Messrs Biplab Biswas, the Party of the Third Party herein** amicably and mutually decided and decided to cancel the said Development Agreement and also the said Development Power of Attorney and both the Parties cancelled the said registered Development Agreement dated 04.07.2022, registered at D.S.R. IV, Alipore South Parganas and recorded into Book No.1, Deed No. 07283 for the year 2022 and said land **OWNER** herein and also the said **Sri Biplab Biswas**, sole proprietor of **Messrs Biplab Biswas, the Party of the Third Party herein** also cancelled the said registered Development Power of Attorney dated 04.07.2022, registered at D.S.R. IV, Alipore South Parganas and recorded into Book No. IV Deed No. 0157 for the year 2022.

AND WHEREAS the both Parties decided to sell the property to the Third Party after cancellation of the said registered Development Agreement and registered Power of Attorney dated 15.12.2015 and accordingly as per previous discussion the **OWNER/VENDOR** and the **CONFIRMING PARTY** decided to sell the total property measuring net land area of 03 (Three) Cottahs 15 (Fifteen) Chittacks 23.165 (Twenty three point one six five) Sq.ft. as per

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1506
2018
2019
2020
2021
2022
2023

present physical measurement and rest land area measuring an area of 21.825 Sq.ft. has been exjausted due to the encroachment as well as development of the road area of the property situated in Mouza - Kalikapur, J.L. No. 20, Touzi Nos.3, 5 and 12, R.S. No.2, portion of Scheme Plot No.14, comprising in R.S. Dag No. 356/406, under R.S. Khatian No.355, within K.M.C. Ward No. 109, Police Station- Purba Jadavpur, **known as presently KMC Premises No.1537, Kalikapur, Kolkata - 700 099**, as mentioned in the **SCHEDULE below** at or for the total consolidated consideration price of **Rs.1,00,00,000/- (Rupees One Crore) only** out of which the **OWNER** has received the sum of **Rs.90,00,000/- (Rupees Ninety lac) only** and the **Party of the Third Part herein** has received the balance sum of **Rs.10,00,000/- (Rupees Ten lac) only**.

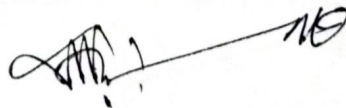
AND WHEREAS so after the aforesaid discussion both the **VENDOR** and the **Party of the Third Part herein** declared to sell the total property as mentioned in the **SCHEDULE below** to the **PURCHASER** herein at or for the total consolidated consideration price of **Rs.1,00,00,000/- (Rupees One Crore) only** the **OWNER** has received the sum of **Rs.90,00,000/- (Rupees Ninety lac) only** and the **CONFIRMING PARTY** has received the balance sum of **Rs.10,00,000/- (Rupees Ten lac) only**.

AND WHEREAS the **VENDOR** herein alongwith **Party of the Third Part herein** declare and confirm that the said total property is still free from all encumbrances having marketable title as mentioned in the **SCHEDULE below**.

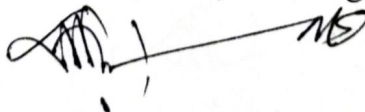
AND WHEREAS being in need of money, the **VENDOR** and the said **Party of the Third Part herein** jointly declared to sell the said demarcated land measuring net land area of **03 (Three) Cottahs 15 (Fifteen) Chittacks 23.165 (Twenty three point one six five) Sq.ft.** as per present physical measurement togetherwith one tile shed structure measuring an area of 100 (One hundred) Sq.ft.

situated in Mouza - Kalikapur, J.L. No. 20, Touzi Nos.3, 5 and 12, R.S. No.2, portion of Scheme Plot No.14, comprising in R.S. Dag No. 356/406, under R.S. Khatian No.355, corresponding to L.R. Dag No.356/406, under L.R. Khatian No.821, within K.M.C. Ward No. 109, Police Station- Purba Jadavpur, known as presently KMC Premises No.1537, Kalikapur, Kolkata - 700 099, moreully mentioned in the SCHEDULE below at or for the total consideration money of Rs.1,00,00,000/-(Rupees One Crore) only and the PURCHASERS herein agreed to purchase the same on the said declared consideration price of the VENDOR and the Party of the Third Part herein.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said consideration sum of Rs.1,00,00,000/-(Rupees One Crore) only hereby paid by the PURCHASERS to the VENDOR and the Party of the Third Part/Confirming Party herein and the receipt whereof the VENDOR has received the same of Rs.90,00,000/- (Rupees Ninety lac) only and the Party of the Third Part/Confirming Party herein has received the balance sum of Rs.10,00,000/- (Rupees Ten lac) only as per memo below and the VENDOR and the Party of the Third Part/Confirming Party herein do hereby and hereunder grant, convey, sell, transfer, assign and assure unto and to the use of the PURCHASERS all that piece and parcel of land measuring net land area of 03 (Three) Cottahs 15 (Fifteen) Chittacks 23.165 (Twenty three point one six five) Sq.ft. as per present physical measurement togetherwith one tile shed structure measuring an area of 100 (One hundred) Sq.ft. situated in Mouza - Kalikapur, J.L. No. 20, Touzi Nos.3, 5 and 12, R.S. No.2, portion of Scheme Plot No.14, comprising in R.S. Dag No. 356/406, under R.S. Khatian No.355, corresponding to L.R. Dag No.356/406, under L.R. Khatian No.821, within K.M.C. Ward No. 109, Police Station- Purba Jadavpur, known as presently KMC Premises No.1537, Kalikapur, Kolkata - 700 099, fully mentioned in the



SCHEDULE below together with all sorts of easement rights over the adjacent common passage and all the estate, right, title, interest claim and demand whatsoever of the **VENDOR** into or upon the said property and every part thereof **TO HAVE AND TO HOLD** the said land heriditaments and demarcated property as described in the **SCHEDULE** below together with the right and privileges appurtenant thereto as aforesaid unto and to the use of the said **PURCHASERS** absolutely and forever according to the nature and tenure thereof and the said **VENDOR** alongwith the **Party of the Third Part/Confirming Party herein** doth hereby covenant with the said **PURCHASERS** that notwithstanding any act, deed, matter or thing whatsoever by the said **VENDOR** being done or executed or knowingly suffered to the contrary the said **VENDOR** now hath in his good, right, full power, absolute authority to grant transfer sale and convey the said property heriditemants and property hereby granted transferred, sold and conveyed or expressed and intended so to be unto and to the use of the **PURCHASERS** herein and the **PURCHASERS** herein shall and may at all times hereafter peacefully and quietly enter upon possess and enjoy the said land heriditemants forever and the said property **as mentioned in the SCHEDULE below** without any interruption and hindrances from anybody else and shall be able to receive all rents issues and profits arising out thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the said **VENDOR and the Party of the Third Part/Confirming Party herein** or any person or persons lawfully and equitably claiming from under or in trust for the **VENDOR** and that free and clear and/or freely and clearly and absolutely acquitted, exonerated and released or other by and at the costs and expenses of the **VENDOR** kept harmless sufficiently indemnify of from and against all manner or claims, charges, liens, debts, attachments, lispence and encumbrances whatsoever created made done occasioned or suffered by the **VENDOR** or by any persons or persons having lawfully or equitably claiming any estate or interest

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whatsoever in the said land, heriditaments and property or any part thereof from under or in trust for the said **VENDOR and the Party of the Third Part/Confirming Party herein** shall and will from time to time and/or at all times hereafter and at the request and costs of the said **PURCHASERS** do and execute or caused to be done and executed all such acts deeds and things of whatsoever manner or nature for further and more perfectly assuring the said land heriditaments and property as described in the **SCHEDULE** below and every part thereof unto and to the use of the said **PURCHASERS** in the manner as shall of may be reasonably required at all period of time and the said **VENDOR** doth hereby further covenant with the said **PURCHASERS** that save and except documents which are being handed over to the **PURCHASERS** herein at the time of execution of this Deed of Conveyance, shall time to time and at all times hereafter upon and every reasonable requests and costs of the **PURCHASERS** or their attorneys or agents produce or caused to be produced to their agents or representatives or at any trial hearing commission or otherwise as occasion shall require any deeds documents papers writings bills etc. for manifesting defending and proving the right tile and interest of the **PURCHASER** in respect of the said demarcated land heriditaments and property as described in the **SCHEDULE** below hereby granted transferred, sold and conveyed or expressed or intended so to be or any part thereof.

THE VENDORS AND THE CONFIRMING PARTY DO HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS :

1. That all right, title and interest of the sole **VENDOR** of the said land and heriditament as held or enjoyed by the **VENDOR** and conveyed herein to the **PURCHASERS** herein, the **VENDOR** have good right title and interest as lawful owner with full and absolute power and authority to convey transfer assure and assign the said land alongwith a tile shed as

A handwritten signature consisting of a stylized, cursive name followed by the initials 'MS' written in a separate, more legible hand.