described in the SCHEDULE below and hereditament hereby sold and transferred every part thereof unto and to the PURCHASERS in the manner as aforesaid and the VENDOR further declare that he has not dealt with the said land and hereditament in any manner whatsoever with any person whatsoever till date with any one else except the Party of the Third Part/Confirming Party herein in respect of his said land and hereditament save and except with the PURCHASER herein.

- 2. That the PURCHASERS shall have the right to mutate their names in the record of B.L. & L.R.O. and also in the record of The Kolkata Municipal Corporation and any other public bodies or offices as the absolute Owners of their purchased land as described in the SCHEDULE herein below and hereditament hereby conveyed and transferred to him by necessary proceedings or otherwise without any objection from the VENDOR and the Party of the Third Part/Confirming Party herein.
- 3. That it shall be lawful for the PURCHASERS at all times hereafter to quietly and peaceably hold, possess and enjoy and enter into and upon the land as described in the SCHEDULE herein below and hereditament hereby sold conveyed and transferred unto the PURCHASERS and every part thereof and receive the rents issues and profits there from as to be fetched without any interruption claim or demand whatsoever by the VENDOR and also Party of the Third Part/Confirming Party herein or any person claiming through under or in trust arising through or for them.
- 4. That the land alongwith tile shed as described in the SCHEDULE herein below and hereditament hereby conveyed and transferred is freed, exonerated and discharged from all encumbrances charges, lispendences, debts liabilities and the VENDOR AND ALSO THE Party of the Third

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.502, Kalikapur, Kolkata – 700 099, as described in the SCHEDULE below and receive the rent issues and profits thereof without any lawful eviction interruption, claim or demand whatsoever from or by the VENDOR or Party of the Third Part/Confirming Party herein any person or persons lawfully or equitably claiming any estate or interest from under or in trust for the VENDOR and Party of the Third Part/Confirming Party herein.

- 7. That the VENDOR shall keep the PURCHASERS freely and clearly and absolutely acquitted, exonerated, discharged and released and to save harmless and to keep indemnified the PURCHASERS against all estates, claim, demands, charges, mortgages, liens, lispendents, debts, hypothecation, attachments and encumbrances whatsoever suffered by the VENDOR and/or by the said Party of the Third Part/Confirming Party herein any person lawfully or equitably claiming from under or in trust for the VENDOR and/or by the said Party of the Third Part/Confirming Party herein.
- 8. That the VENDOR and all persons having lawfully or claiming equitably any estate or interest whatsoever in the said piece or parcel of land and one tile shed as described in the SCHEDULE herein below of their total land hereditaments and premises hereby conveyed, granted or any part thereof from under or in trust in favour of the PURCHASERS herein and the VENDOR AND ALSO THE Party of the Third Part/Confirming Party herein shall and will from time to time at all times hereafter at the request

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and cost of the PURCHASERS do and execute or cause to be done and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly and effectually assuring the said land and tile shed as described in the SCHEDULE herein below unto and to the use of the PURCHASERS accordingly to the nature, interest and meaning of these presents as shall or may reasonably required.

9. That the VENDOR hereby declare that the land and tile shed as described in the SCHEDULE herein below hereby sold have not been previously leased, mortgaged, sold nor in any way transferred and there is no charge, lien or any attachments in connection with the said property. The VENDOR and also the Party of the Third Part/Confirming Party herein declared and confirmed that sold land and tile shed as described in the SCHEDULE herein below is not the subject matter of any case, suit or proceedings pending before any Court of Law and it has not been vested nor requisitioned by any notice nor acquisitioned by the Government body or Public body. The VENDOR sold the land and tile shed as described in the SCHEDULE herein below while having good and marketable title and free from all encumbrances and delivered khas and peaceful vacant possession of the land and tile shed as described in the SCHEDULE herein below to the PURCHASERS. The VENDOR AND ALSO THE Party of the Third Part/Confirming Party herein declare that the sold property is found a defective one in future both the VENDOR and the Party of the Third Part/Confirming Party herein shall remain liable to indemnify the PURCHASERS. Both the VENDOR and the Party of the Third Part/Confirming Party herein further declare that if any error or omission are found in this Deed in future, any kind of Deed of Declaration or Rectification shall be required to be registered, they shall then execute and

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register such Deed of Declaration or Rectification at the cost of the PURCHASERS whenever they shall be called for.

- 10. That the said VENDOR has prepared a Plan or Map for the sold land and property and this Map/Plan has been annexed herewith and this map shall be treated as the part and parcel of this Deed. The said property has been shown in the annexed plan by RED border line.
- 11. That the VENDOR also declare that they shall give full co-operation for necessary mutation in respect of the sold property under the concerned authorities in future in favour of the PURCHASERS and at the time of execution and registration of this Deed of Conveyance the Party of the Third Part/Confirming Party herein and the VENDOR delivered physical possession of the sold property to the PURCHASERS.
  - 12. That the VENDOR also declare herein that the PURCHASERS shall have every right of transfer the "said property" as described in the SCHEDULE hereunder written such as by gift, sell, lease, mortgage to any Third Party or parties or as and when necessary or make construction and/or erect the building thereon and enjoy the same without any interruption and hindrances from their end.

BE IT NOTED THAT the VENDORS have delivered the Original title Deed, Original Link Deed, certified copy of the link Deed, paid up K.M.C. tax bill, K.M.C. Mutation Certificate, Mutation of B.L. & L.R.O. relating to the land and Property as mentioned in the SCHEDULE hereunder written, to the PURCHASERS herein at the time of execution of these presents.

FURTHER NOTED THAT the VENDOR herein declare and confirm that he has received the consideration money of Rs.90,00,000/- (Rupees Ninety



lac) only and the balance amount of Rs.10,00,000/- (Rupees Ten lac) only has been received by the CONFIRMING PARTY from the PURCHASERS herein relating to the sold property as per their desire and claim and so the VENDOR and Party of the Third Part/Confirming Party herein alongwith their future legal heirs and successors declare and confirm that in future they shall never establish any further claim or demand upon the PURCHASERS herein in respect of the sold property, if it is done so, they or their future legal heirs shall face the legal consequences from the end of the PURCHASERS.

## SCHEDULE REFERRED TO ABOVE (DESCRIPTION OF THE SOLD PROPERTY)

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, Assessee No.31-109-06-7180-0, Kolkata – 700 099, Additional District Sub-Registration Office Sealdah, property ZONE is Kalikapur to Kalikapur, and the entire property is butted and bounded by:

ON THE NORTH : 20'-0" wide common passage;

ON THE SOUTH : Scheme Plot No.13;

ON THE EAST : Scheme Plot No.12;

ON THE WEST : Property of others.

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IN WITNESS WHEREOF the Parties have put their signature hereto on this day, month and year first above written.

**WITNESSES:** 

1. Miltun Basak 64, South end Porck KOL: 29

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Theren Kamar Basic

SIGNATURE OF THE VENDOR

1. Animodha tenthery

2. Cuto by

SIGNATURE OF THE PURCHASERS

M/s. BIPLAB BISWAS
Biples Brits.

Proprietor

SIGNATURE OF THE CONFIRMING PARTY

READ OVER, EXPLAINED AND ALSO

PREPARED & DRAFTED BY:

(DEBES KUMAR MISRA)

ADVOCATE [Enrolment No. F/364/329/1989]

HIGH COURT, CALCUTTA

Resi-cum-Chamber: 69/1, Baghajatin

Place, Kolkata-86

PH-9830236148(D.K.M.),

Email:debeskumarmisra@gmail.com

## MEMO OF CONSIDERATION

RECEIVED with thanks from the within named PURCHASERS for the within mentioned sum of Rs.1,00,00,000/-(Rupees One Crore) only against the within mentioned land alongwith a tile shed and property known as KMC Premises No.1537, Kalikapur, Ward No.109, Kolkata - 700099 out of which the VENDOR has received the sum of Rs.90,00,000/- (Rupees Ninety lac) only and the Confirming Party has received the sum of Rs.10,00,000/- (Rupees Ten lac)

only	in	the	fol	lowing	manner:
OHIT	111		101	10 11 1115	minute .

SI. No.	Cheque/Draft No.	Date	Name of the Bank and Branch	Paid In favour of	Amount(Rs.)
1.	004366	01.07.2022	Axis Bank Ltd	Land Owner	Rs.62,37,000.00
2.	710797	29.06.2022	State Bank of India	Do	Rs. 9,00,000.00
3.	710795	29.06.2022	State bank of India	-Do-	Rs. 8,73,000.00
4.	710796	29.06.2022	State Bank of India	-Do-	Rs. 9,00,000.00
5.	710794	29.06.2022	State Bank of India	Biplab Biswas	Rs. 2,97,000.00
6.	004367	01.07.2022	Axis Bank Ltd.	Biplab Biswas	Rs. 6,93,000.00
7.	TDS				Rs. 1,00,000.00
				Total:	Rs.1,00,00,000.00

(Total Rupees One Crore) only

WITNESSES: 1. Million Basak

64, South end Park

KOL- 29

Theren Kamar Bosof

SIGNATURE OF THE VENDOR

M/s. BIPLAB BISWAS

Pariler Pomph:

SIGNATURE OF THE CONFIRMING PARTY

SITE PLAN OF THE PLOT OF PART OF R.S. DAG NO.- 356/406, R.S. KHATIAN NO.- 355, J.L. NO. - 20, MOUZA- KALIKAPUR, R.S. NO.- 2, TOUZI NO.- 3, UNDER K.M.C. WARD NO.- 109, BOROUGH NO.- XII, P.S.- PURBA JADAVPUR. PREMISES NO. 1537 KALIKAPUR AREA OF LAND = 265.530 SQM. = 03 K.- 15 CH.- 23.165 SFT. ( SHOWN IN RED BORDER ). SCHEME PLOT NO.- 13 14510 214 PURBALOK (146/1 HEDAR HAT) SCHEME PLOT NO.- 12 18330 **ASBESTOS** SHED 14600 6000 WIDE BLACK TOP ROAD M/s. BIPLAB BISWAS Bilab Paron. Thou Kamaz, Basy Proprietor