

38



STAMP AFFIXED BY

STAMP SUPERINTENDENT,
VALENTA COLLECTORATE

561 Tongra Branch C/3737
Cheque No. £84201 35/12/95

for Rs. 19900/- has been paid on
deficit stamp duty u/s 47.

Defect 'A' fees Rs. 312/- Subsequently.....
realised by Case No. Receipt No.



444. Registrar of Assurance

Palazzo

1-1-97

SALE DEED

THIS INDENTURE is made on this 11th day of October, One Thousand Nine Hundred Ninety six BETWEEN SRI SUNIL KUMAR KARATI, son of Late Monohar Karati, residing at 22, Jatin Das Road, Calcutta - 700 029, hereinafter called and referred to as VENDOR AND SM. APARAJITA KARATI, daughter of Sri Anil Kumar Karati, residing at P-112, Hemanta Mukherjee Saranee, Calcutta - 700 029, hereinafter called and referred to as PURCHASER being both are the parties of FIRST PART and SECOND PART respectively.

WHEREAS terms or expression of the above stated words "**VENDOR**" and "**PURCHASER**" shall, unless excluded by or repugnant to the context, be deemed to include their respective heirs, executors, administrators, legal representatives and assigns.

contd...p/2.



presented for Registration as 1-00

to Calcutta Registration Office

on the 11th day of Oct 1976

By Sunil Kumar Karati
for Contact

Registrar of Assurances
Calcutta

11-10-76

✓ Sunil Kumar Karati

Sunil Kumar Karati

870 Lake Manohar Karati

9-22 Goleendaro

Cal

1759



✓ Sunil Kumar Karati

Manohar Ray Adv.

Manohar Ray
Advocate

Registrar of Assurances
Calcutta

11-10-76

AND WHEREAS abovestated party of First Part named Sri Sunil Kumar Karati and his elder brother named Sri Anil Kumar Karati jointly purchased a partly three storied and partly four storied building being situated at P-112, C.I.T. Scheme No. XLVII, Calcutta, ^{constructed in the year 1959.} (as fully described in *Karati* Schedule-A) from Siti Bhusan Dutt of 12, Earle Street, Calcutta - 700 026, through a Registered Deed of Conveyance, at a consideration as stipulated therein, which was duly registered in the office of Sub-Registrar, Alipore, in Book No.I, Volume No.12, Pages 284 to 292, Sl.No.1116 for the year 1975.

AND WHEREAS by mutual decision by both the brothers (i.e. the Purchasers of the premises, as described in Schedule A) the upper two floors are being owned and enjoyed by Sri Anil Kumar Karati and other two floor (i.e. ground and first) are being owned by Sri Sunil Kumar Karati.

AND WHEREAS SINCE PURCHASE BOTH THE Ground Floor and the First Floor are being occupied by monthly tenants out of whom the tenant of Ground Floor has increased the rent and at present is saying Rs.1200/- per month but the tenant of first floor without any increment of rent, the same is still now being paid as before @ Rs.360/- per month.

AND WHEREAS inspite of all possible attempts, none of the tenants agreed to vacant any floor in result of which, being the Children of the Owners have been grown up, it has become difficult for both the families to reside therein due to shortage of accomodation.

contd...p/3.



110. Registrar of Assurances
Calcutta

AND WHEREAS to solve the accute problem of accomodation both the brothers arranged a seperate accomodation of Sri Sunil Kumar Karati and his family members by purchasing a premises at 22, Jatin Das Road, Calcutta - 700 029, where Sri Sunil Kumar Karati has shifted with all his family members and belongings.

AND WHEREAS the whole newly purchased premises is being enjoyed by Sri Sunil Kumar Karati and his family members only hence he feels that the old premises (as described in Schedule A) should be enjoyed by his elder brother and his family members only.

AND WHEREAS Sri Sunil Kumar Karati bears a sincere affection and love towards his niece named Sm. Aparajita Karati, since her birth hence he decided to transfer all his right, title and interest upon the said Ground Floor (as described in Schedule C) alongwith proportionate share in land to her by way of ~~Gift~~-Sale.

AND WHEREAS to avoid misunderstanding amongst his heirs in future, instead of Gift Deed, he is executing this Deed as Sale Deed.

AND WHEREAS considering the above facts the consideration of this transfer has been agreed by both the parties at Rs.2,90,000/- (Rupees Two Lacs Ninety Thousand Only).

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. THAT in pursuance of said agreed consideration price of Rs.2,90,000/- (Rupees Two Lacs Ninety Thousand Only) the Vendor has agreed to sell his said flat at P-112, Hemanta Mukherjee Saranee, Calcutta - 700 029, (details are in attached schedule) and the Purchaser has agreed to purchase the same.

. contd...p/4.

2. THAT on of said consideration money by the Purchaser (receipt of which is hereby admitted and acknowledged by the Vendor);

THE VENDOR hereby GRANT, SELL, CONVEY, TRANSFER, ASSIGN and ASSURE unto the PURCHASER :

ALL THAT the said flat at P-112, Hemanta Mukherjee Saranee, Calcutta - 700 029.

TOGETHER WITH the undivided, impartiable and proportionate share into the land.

AND ALL the estate right, title, interest, property claim and demand whatsoever of the Vendor into or upon the said undivided, impartiable shares and all other rights, and properties herein comprised and hereby granted, sold, conveyed, transferred assigned and assured and/or intended so to be and every part thereof.

AND ALSO right to use the common areas comprising main entrance, passage, staircase, open spaces and so on alongwith other flat Owners/Occupiers.

AND TOGETHER WITH easement or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said flat alongwith undivided, impartiable and proportionate share in the said land.

TO HAVE AND TO HOLD the said flat alongwith undivided, impartiable and proportionate share in the said land and all other property rights alongwith right to use the common areas of the premises hereby granted, sold, conveyed, transferred, assigned and assured and every part thereof respectively absolutely and forever.

contd...p/5.



1441. Registrar of Assurances

Calcutta

AND FURTHER THAT the Vendor and all persons, having or lawfully or equitably claiming any estate or interest in the property under this Indenture or any part thereof from under or in trust for the Vendor, shall and will from time to time and at all times hereafter, at the request and cost of the Purchaser, do and execute or cause to be done executed all such acts deed and things whatsoever for further and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser in manner as shall or may be reasonably required.

AND THAT the Vendor shall and will have harmless and keep indemnified the Purchaser against all loss or damages to or deterioration of the said property, under this Deed of Sale they may hereafter appear to have been caused by wilful waste or negligence on the part of the Vendor.

IN WITNESS WHEREOF the Parties hereto have executed these presents the day and month the year first above written.

SIGNED AND DELIVERED

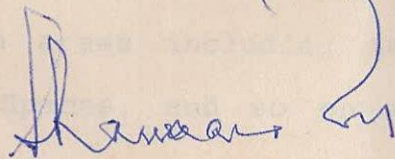
by the VENDOR at

CALCUTTA in the presence of :

Sunil Kumar Karati
(SRI SUNIL KUMAR KARATI)

VENDOR

1.



Shankar Roy
Advocate

P-8, BELLAHATA MAIN ROAD
CALCUTTA - 700 085 350-5560

2.



Genl. Registrar of Assurances
Calcutta

SCHEDULE AS REFERRED TO (NO.A)

ALL THAT the partly three and partly four storied messuage building or dwelling house together with the piece or parcel of rent free land there unto belonging and whereon or on part whereof the same is erected and built and containing by measurement an area of 5(five) Cottahs 5(five) Chittacks 44(forty four) Sq.ft. be the same a little more or less and being premises No. 112, Lansdowne Extension (P-112, C.I.T. Scheme No. XLVIII) formed out of portions of old premises Nos. 29A, 29B, Lake View Road and 23, Monoharpukur 1st Lane and comprised in holding Nos. 206 and 200, Sub-Division and Division VI, Dihi Panchanangram, Thana Tollygunge and now being Premises No. 112, Lansdowne Extension, within the Corporation of Calcutta, District 24 Parganas, butted and bounded in the following manner :

ON THE NORTH : Plot No.342, C.I.T. Scheme No. XVB;

ON THE EAST : Plot No.115, C.I.T. Scheme No. XLVII;

ON THE SOUTH : Plot No.113 and 114 of C.I.T. Scheme No. XLVII and

ON THE WEST : 40'feet C.I.T. Road.

SCHEDULE AS REFERRED TO ABOVE (NO.B)

ALL THAT ^{measuring about 1000 Sq. feet.} Ground Floor Flat, being fully layout at the ^{present} monthly rent of Rs 1200/- p.m. in the premises No. P-112, Hemanta Mukherjee Saranee, Calcutta - 700 029, ^{present} alongwith undivided, impartiable and proportionate share in the land of the said premises, together with right to use common areas including main Entrance Passage, Staircase, Open Spaces, and so on alongwith other Flat Owner, and Occupier.

contd...p/7.

Sunil Kumar Karati.



2

REGISTRAR OF ASSURANCES
Calcutta

MEMO OF CONSIDERATION

RECEIVED from the PURCHASER a sum of Rs.2,90,000/- (Rupees Two Lacs Ninety Thousand Only) as full and final payment of consideration money in the following manner :

By Indian Currency

Rs.2,90,000=00

Rs.2,90,000=00
=====

(RUPEES TWO LACS NINETY THOUSAND ONLY)

Sunil Kumar Karati
SIGNATURE OF SUNIL KUMAR KARATI
VENDOR

WITNESSES :

1. *Shankar Roy*
Shankar Roy
Advocate

P-8, PANCHATA MAIN ROAD
CALCUTTA 700 033 333-55691

2.

Page No. 1

IN THE COURT OF THE REGISTRAR OF ASSURANCE

Between the Insured and the Insurer
The Insured (Plaintiff) vs. The Insurer (Defendant)
The Insured claims that the Insurer has failed to pay the sum of Rs. 10,000/- as per the policy.

Rs. 10,000/-

By Insurer's Counsel

Rs. 10,000/-

(SIGNED AND SEALED BY THE REGISTRAR OF ASSURANCE)

STATIONER TO THE REGISTRAR OF ASSURANCE
BOMBAY

RECEIVED

[Signature]

10/10/10

10/10/10



145-00
5000
20300

6

REG. Registrar of Assurance
Calcutta

BOOK No. 2094218
Volume No. 138
Page No. 1797

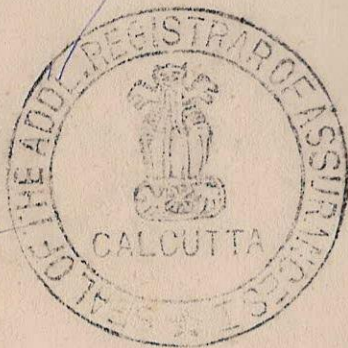
DATED 11th DAY OF OCTOBER, 1996

S A L E D E E D

PROPERTY : Ground Floor at P-112, Hemanta Mukherjee Saranee, Calcutta - 700 029 alongwith undivided Proportionate Share in Land.

VENDOR : SRI SUNIL KUMAR KARATI

PURCHASER: SM. APARAJITA KARATI



65.44
A.M. Registrar of Assurances
Calcutta



11/10/96
A.M. Registrar of Assurances
Calcutta

SHANKAR ROY
Advocate

P-8, Beliaghata Main Road
Calcutta - 700 085. Phone : 350-5569

3A
10/10