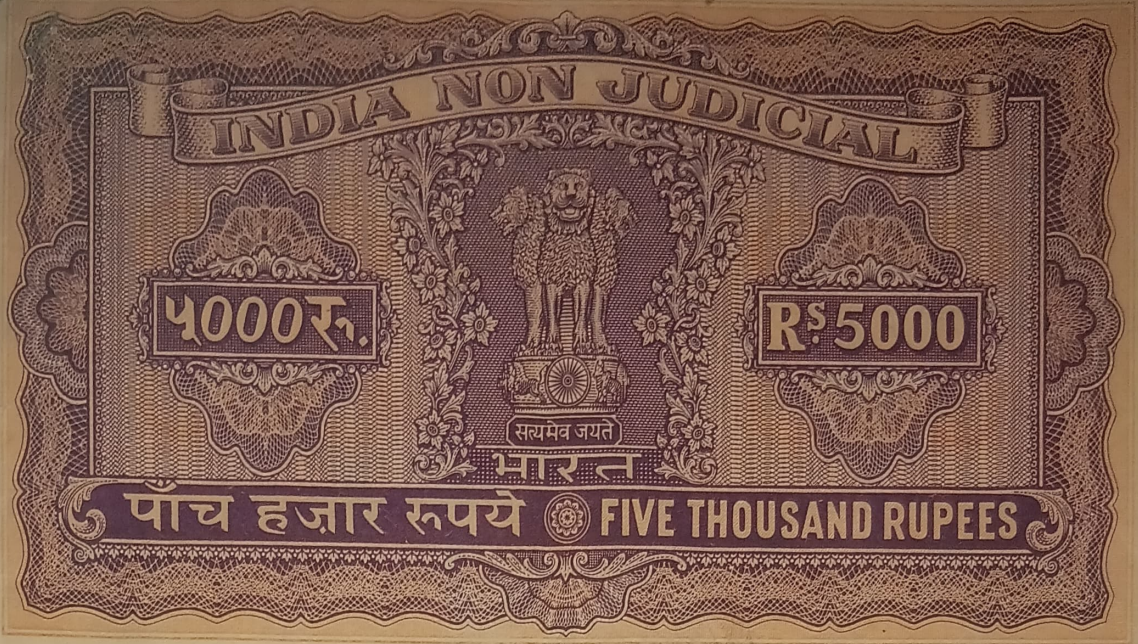




THE INDIAN STAMP ACT
1899 & also as amended
by W. Bengal Stamp
Amendment Act 1906 & 1910

Stamp No. 23452

A-979-
E-55-
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THIS INDENTURE MADE THIS 23rd day of April

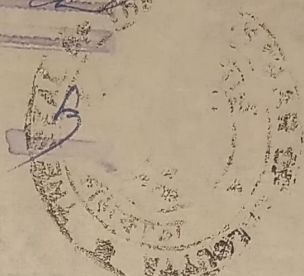
One thousand nine hundred and ninty between SRIMATI REKHA MUKHERJEE wife of Dr. Aniya Bhushan Mukherjee by caste Hindu by occupation Housewife residing at 228/1/15, S.K. Deb Road, 5th Bye Lane, Calcutta - 48, hereinafter called the VENDOR (which expression shall, unless excluded by or repugnant to the subject or context, be deemed to include her successors, executors, administrators, representatives and assigns) of the ONE PART AND SRI AVIJIT KARMAKAR adopted son of Sri Binoy ^{Krishna} Kumar Karmakar by

840

P & Chers W

1st Unit

1774146



6

son

Rakha Mukherjee

6

son

6

son

2749



Registered for registration

at the ...

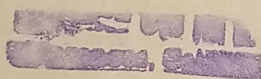
on the 23rd of April 19

...

Rakha Mukherjee
Shri ...

Rakha Mukherjee

...



Rakha mukherjee wife of
Dr. Anirudh Bhawan Mukherjee
of No. 228/115 S.K. Deb.
Road S.K. Bye Lane Cal-48

...

Anu Lalba Chakrapadhyay

- 80. Mangla Chakrapadhyay

Chakrapadhyay 26/3 Hindu

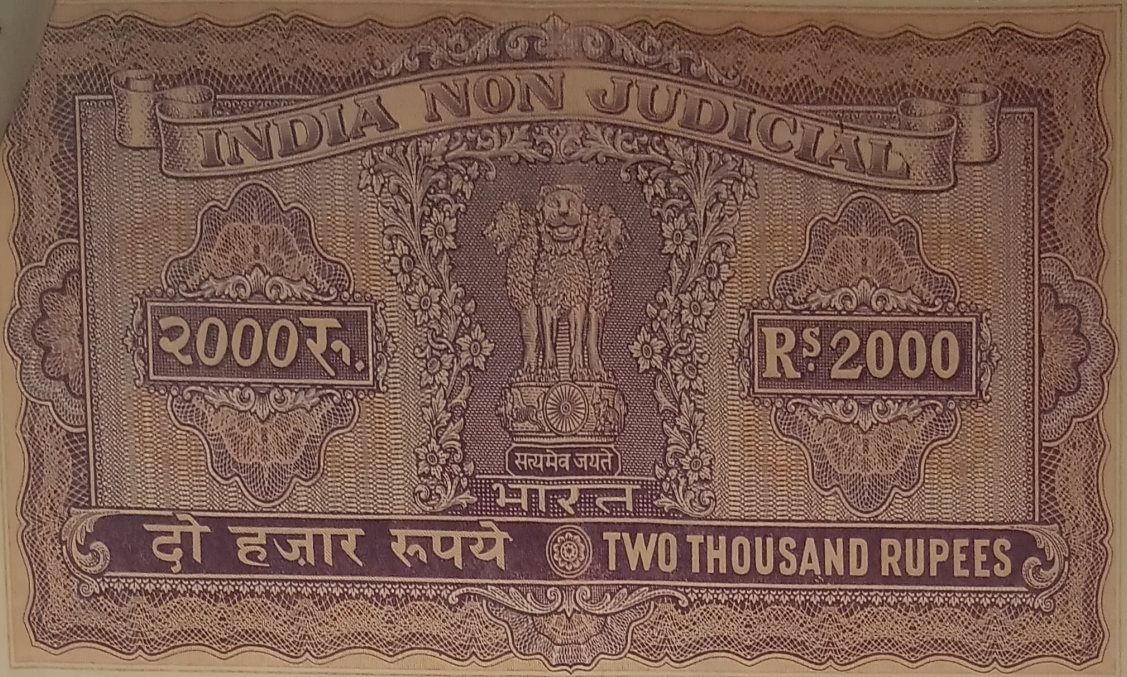
- then post card 23 Hindu

sonia

Anu Lalba Chakrapadhyay
23/4/96

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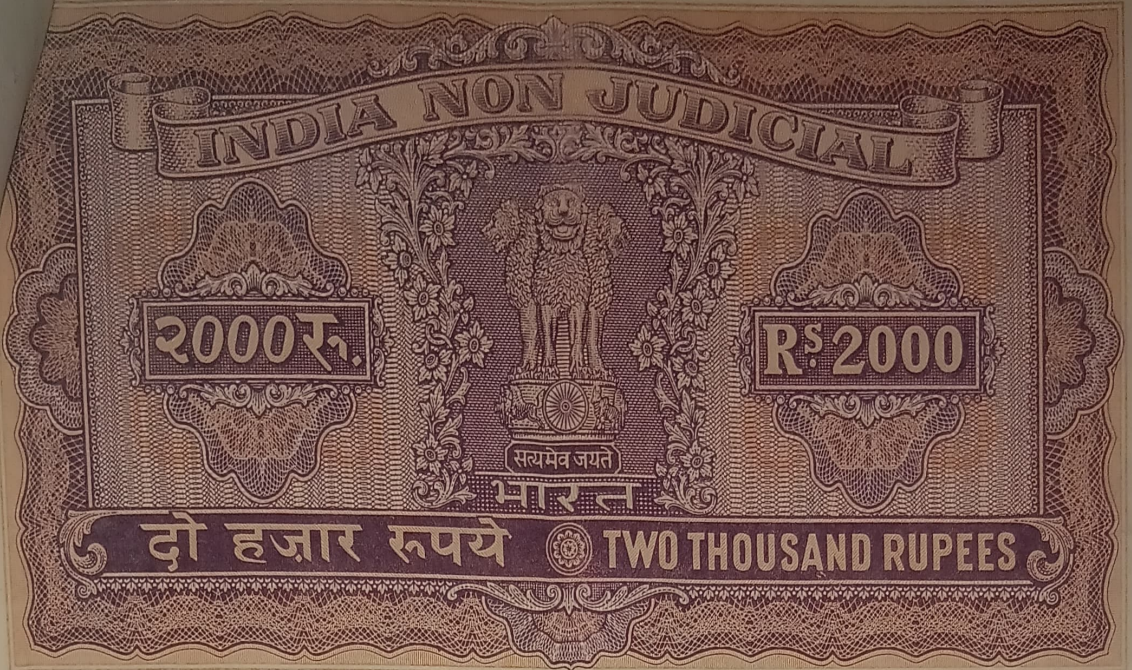




- 2 -

caste Hindu by occupation Business residing at Vill.,
 Basantapur, P.O. Monikura, P.S. Amta, Dist. Howrah,
 Hereinafter called the PURCHASER (which expression shall,
 unless excluded by or repugnant to the subject or context,
 be deemed to include his successors, executors, adminis-
 trators, representatives and assigns) of the OTHER PART.

WHEREAS by virtue of the conveyance registered on
 7.8.1962 at the office of the Sub-Registrar of Cassipur,
 Dumdum in Book No.I Volume No. 101 Pages 69 to 72, Being
 No. 6934 for the year 1962 received by SRIMATI REKHA
 MUKHERJEE purchased from Sri Madhav Chandra Kundu son of
 Late Radhikalal Kundu by caste Hindu by occupation business
 residing at 80, Goyala Bagan Lane, Patipukur Thana, Dumdum,
 Dist. 24-Paraganas (North).



- 3 -

AND WHEREAS the Vendor purchase ALL that piece and parcel of land measuring 1 khata 9 chatak 30 sq/ft. a little more or less described in the schedule hereto.

AND WHEREAS the Vendor constructed a two storied building on the said plot of land as per plan sanctioned by the South Dumdum Municipality and constructed ground floor and partly first floor on the said plot of land described in the schedule containing two separate flats specifically described in the Schedule 'A' hereunder and hereinafter referred to as the building.

AND WHEREAS the Vendor being seized and in possession of or otherwise well and sufficiently entitled to the absolute of the said incomplete/~~semi~~-finished two storied



- 4 -

building stated above with sole exclusive transferred and irrevocable right to use the same together with proportionate undivided share or interest in common areas, facilities, services as mentioned in the Schedule 'C' hereinafter containing thereof terms and conditions as to their enjoyments, uses, administration, maintenance, right and joint liability/liabilities of the Purchaser over the said common areas and facilities etc.

AND WHEREAS the Vendor agreed with the Purchaser for absolute sale to the purchaser the said entire ground floor situated at 228/1/15, S.K. Deb Road, 5th Bye Lane, Cal-48, as more fully and categorically described in the Schedule 'B'

Contd..5.



- 5 -

hereunder and the inheritance thereof free from all encumbrances attachment whatsoever at and for a lump sum price of Rs. 90,000/- (Ninty thousand only).

NOW THIS INDENTURE WITNESSETH that in pursuance of the said consideration sum of Rs. 90,000/- (Ninty thousand only) paid by the Purchaser to the Vendor before the execution of these presents and receipt whereof the Vendor doth hereby as well as by the receipt hereunder admit and acknowledge every part thereof for ever acquit, discharge, release the Purchaser and the Vendor doth hereby grant, convey and transfer unto the Purchaser free from all encumbrances.

ALL THAT the said entire ground floor flat situated at the said building containing three rooms and bath, kitchen, store and one wide verandah. in the Schedule 'B'

hereunder written and described hereto together with all fittings and fixtures, sanitary and electrical, ^{points} all internal and external TOGETHER WITH proportionate undivided interest or share in the terrace, staircase, drains in the common areas and facilities according to the Purchaser ownership share with right and uses of common passages and upon spaces in the ground floor as well as right and uses over-head and underground water tank, lights, ^{points} motor pump, ~~generators~~, gangway liberties and benefits privileges easement and whatsoever in the said residential building AND ALL THE ESTATES right title and interest claim and demand whatsoever of the Vendor into and part thereof TOGETHER WITH copies of all Deeds and elements of title whatsoever in any way exclusively relating to or concerning the said land hereditaments and ~~promises~~ or any part thereof which now or hereafter shall or may be in the possession power or control of the Vendor TOGETHER WITH the benefits of all convenats relating to any Deed of conveyance of title whatsoever in any way relating to the land or any part thereof TO HAVE AND TO HOLD OWN AND POSSESS the same into and to the use of the Purchaser, his heirs, executors, administrators, assigns that notwithstanding any Act, Deed or things heretobefore done executed or knowingly suffered to the contrary the Vendor in new lawfully seized and possessed of the said residential apartment free from all encumbrances attachment or defect in title whatsoever and THAT THE VENDOR has full power/powers and manner aforesaid and purchaser shall and may at all time hereafter peacefully and quietly possess and enjoy the said apartment and receive the rent issue and Profits thereof and shall also be entitled

to sell mortgage lease or otherwise alienate, transfer the said apartment hereby conveyed/conveyed without any lawful interruption claim or deemed whatsoever by the Vendor or any person lawfully or equitably claiming from under in trust for them and FURTHER THAT the Vendor its legal representatives and assigns or successors in office covenant with the Purchaser their heirs, executors, administrators and assigns to same harmless indemnify and keep indemnified the Purchaser and heirs, executors, administrators and assigns from or against all encumbrances charges whatsoever. That the Vendor and its successors in office claiming through or under it or in trust shall at all times hereafter at the request and cost of the Purchaser or their successors claiming through or under them or in trust do and execute or cause to be done and executed all such further Acts, Deeds and Things whatsoever as may be reasonably required for further and more perfectly conveying and assuring the said apartment and every part thereof unto and to the use of the Purchaser.

AND THIS INDENTURE FURTHER WITNESSES as follows :

1. The Purchaser agree to owners of other flats in the buildings premises for due maintenance and repairing of the external portion of the building premises including rain water and soil pipe and water pipes and electric wirings, cleaning and lighting the common passages and the stair and staircase used in the common with other apartment/flat owners and also agree to bear the proportionate costs and expenses of the same to be decided by both the owners of the said two storied building.

2. The Purchaser shall maintain and repair the internal/ internal portion of the incomplete/semi-finished flat in all respects solely at their own cost.

3. The Vendor the provide for overhead reserveir and the reserveir in ground floor for supply of water with electric motor pump and the Purchaser from time to time and at all times if and when necessary will be responsible for due maintenance and repairs and proper running of the same at the proportionate cost to be settled and/or determined by both the owners of the building.

4. The Purchaser will pay proportionate share of Municipal Tax Government rent or other taxes, if any from the date of taking over possession and/or registration Conveyance of the apartment/flat.

5. The Purchaser shall use the apartment for residential purpose only and shall not use the same in such manner as may or like to cause annoyance or nuisance to the occupier/owners of the other apartment in the building nor shall they use the same for any illegal, immoral and/or for and purpose against public policy

6. After possession of the apartment is handed over to the Purchaser, if any additions or alternations in or about or relating to the said building are thereafter required to be carried out at the instant of the Government, Municipality or any statutory Authority the same shall be carried out by the purchaser in co-operation with the purchaser of the other apartments in the said building at their cost proportionate to their respective shares as determined by both the apartments/ flats/owners.

7. The Purchaser shall abide by the rules and regulations by laws as framed by them and shall pay for and discharge and satisfy all calls, demands, dues, etc. as the case may be.

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece or parcel of rent free land measuring 1 khata 9 chatak 30 sq/ft. a little more or less within the Dist. 24-Paraganas (North), P.S. Lake Town, Sub-Registry Office - Bidhan Nagar, Under South Dumdum Municipality, Mouza - Dakhin Dari, J.L.No.. 25, Tougi No. 1298/2833, Revenue Survey No. 6 (G.D.-1) Under Holding No. 10, Holding No. 34/1, Sailendra Krisna Deb Road, New No. 228/1, S.K. Deb Road, under Khatian No. 772 and 773, under Plot No. 13, bounded and bounded as follows :

On the North	: 16 ft. wide road.
On the East	: Plot No. 12.
On the South	: Land of Dag No. 774 of the said Mouza.
On the West	: Land of Plot No. 14.

THE SCHEDULE 'B' ABOVE REFERRED TO
(HEREIN TRANSFERRED)

ALL THAT entire ground floor, flat situated at the said building containing of ~~one room~~ three rooms, one dining-cum-bed room, one kitchen, one toilet, one varandah situated and lying on the premises No. 225/1/15, S.K. Deb Road, 5th Bye lane, Cal-48; of the said building at Dist. 24-Paraganas (North), P.S. Lake Town, Sub-Registry Office- Bidhan Nagar, Under South Dumdum Municipality, Mouza - Dakhin Dari, J.L.No. 25,

Touzi No. 1298/2833, Revenue Survey No.6 (G.D.-1), under Holding No. 10, Holding No.34/1, Sailendra Krishna Deb Road, New No. 228/1, S.K. Deb Road, under Khatian No. 772 and 773, under Plot No. 13.

SCHEDULE 'C' ABOVE REFERRED TO

ALL THAT other parts of the premises necessary/necessary or convenient to its existance, maintenance and safety, or normally in common use shall be deemed to be common areas and facilities namely the land on which the building is located and all easements, rights and appurtenances belonging to the land and the building, the foundation column, girders, beams, supports main walls, roofs, corridors, stairways, entermances, exits of the building, yard installation of common a services such as power, a sewerage all apparatus and installations existing for common use, pump room ~~deep~~ tubewell Municipal water line, water pipe line from underground reserveir and from there to the overhead tanks or respective flats underground water reserveir, open spaces on the ground floor sptie tank, external sanitary arrangement (sewerage and waster water line and rain water line) overhead tanks on the roof, teraces and room or house tops stair room of the building.

IN WITNESS WHEREOF the Vendor have hereunto set and subscribed her respective hand and seal the day month and year first above written.

SIGNED SEALED AND DELIVERED

in the presence of :

Rakha Mukherjee

SIGNATURE OF THE VENDOR

1. *Anita Chatterjee*
66/3 Hindustani Park
Calcutta - 29.
2. *Sumita Ghosh*
77A, Bode Raipur Road,
Calcutta - 32

MEMO OF CONSIDERATION

Received Rs. 90,000/- (Rupees Ninty thousand only)

from Sri Avijit Karmakar by ~~Banker's~~ Cheque No. Demand draft
issued from PAKHO Branch LIC BOM at 20.4.1990
vide 944123 payable at India ex place cal cutta.

WITNESS :

1. Anitakha Chattopacharyay
26/3, Hindustan Park
Calcutta - 29
2. Sumita Ghosh,
77 A, Bade Raipur Road,
Calcutta - 32

Rakha Mukherjee

SIGNATURE OF THE VENDOR

Rept
I

I 5680
h. 20.6

Volume No. 137
Pages 318 to 333
Case No. 5680
Year 1990

DATED : DAY OF 2nd April 1990

Due to 50 Paisa.
For one sheet
phot.

BETWEEN

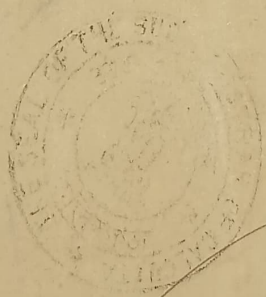
SRIMATI REKHA MUKHERJEE AS VENDOR

A N D

SRI AVIJIT KARMAKAR AS PURCHASER



For
22-10-90



P.G.GHOSH.
(Advocate)

Calcutta High Court.