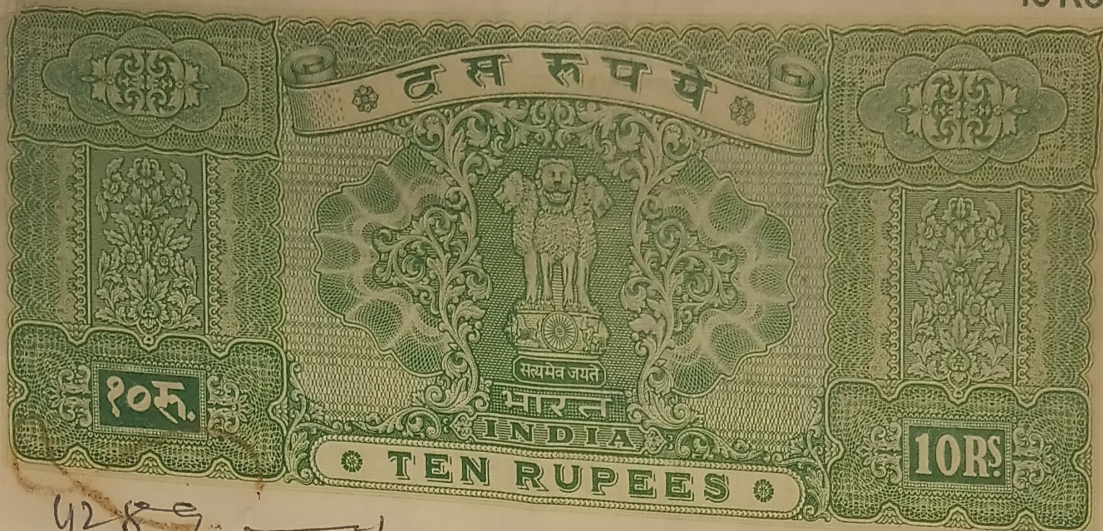


10Rs.



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4289

20-8-90

3000

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5.25

7.00

17P *[illegible]*

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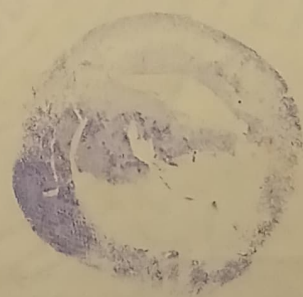
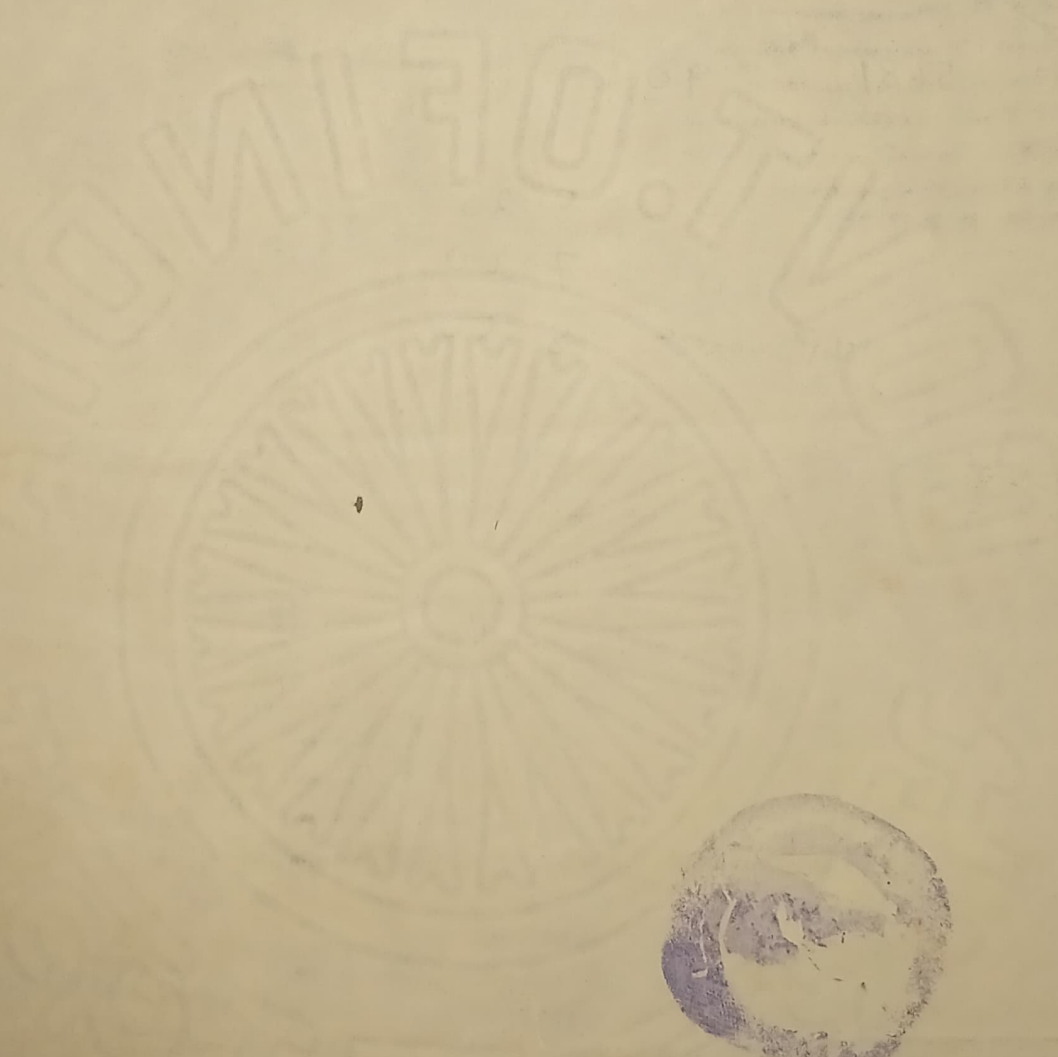
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4289 of 20/8/90

Record Keeper
Registrar of Assurances

63234
P. G. Zhen A.D.
H. H. G. G.
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- 7 FEB. 1990

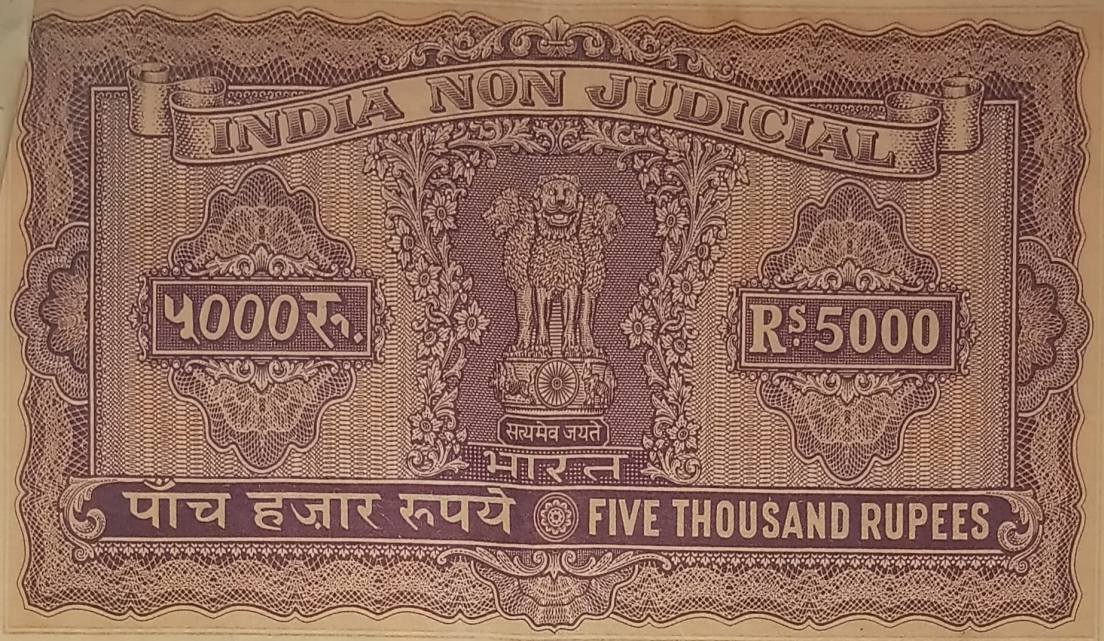


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5000Rs.



Stamp of the
 The Indian Stamp Act
 1899 & also as amended
 by W Bengal Stamp
 Amendment Act 1966 &
 Section 1A No. 23-4

924-
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23.4.90

THIS INDENTURE MADE THIS 23rd day of April
 One thousand nine hundred and ninety 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 ASISH KUMAR
KARMAKAR son of Sri Nemai Chandra Karmakar by caste Hindu

Contd..2.

Wm. L. L.

1774/90

B

Rekha Mukherjee

6 ————— 2749

6 m 2749.

6- cv Rakha Mukherjee
9241

Testimony of Agnes Pin 40 for
of the Deputy Magistrate
to the 23rd April 90
Rekha Mukherjee
the end

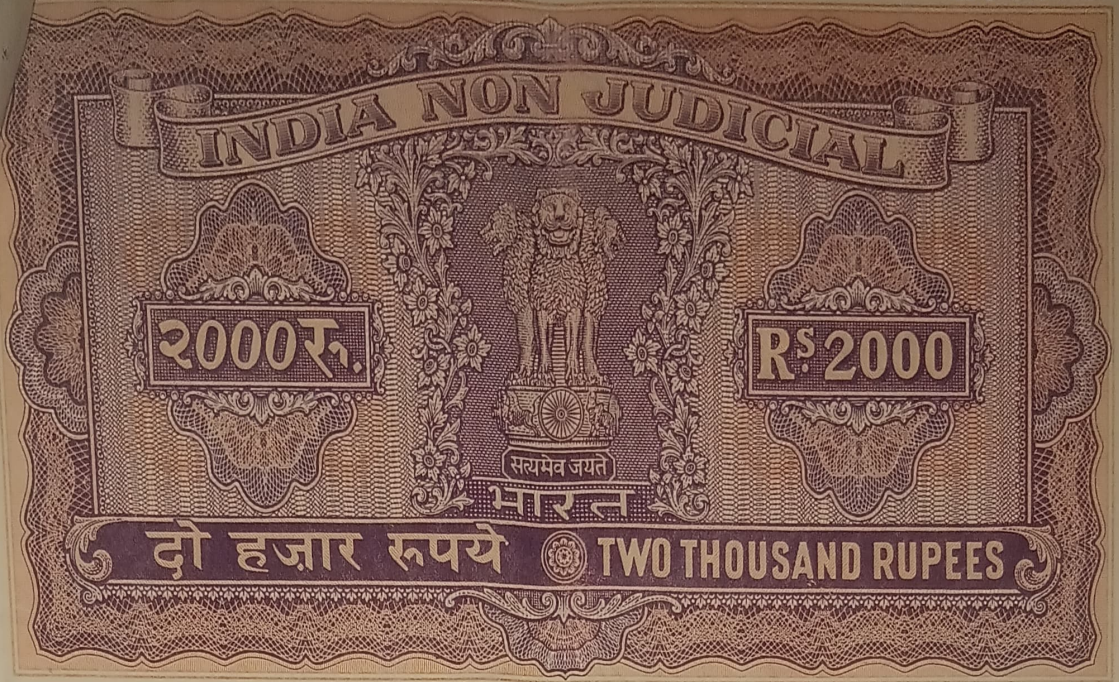
Rakha Mukherjee

Answer

Petka mukhyi' e' bet Dr.
 Aniya Bhuvan mukhyi' of
 no. 228/1/15 S. K. Deb Road.
 512 Bye Lane. Cal-48.

Amitabha Chatterpadhyay. Amitabha Chatterpadhyay
25/11/20.
2/a Mangala Charan.
Chatterpadhyay. at 26/3
Hindustan Park Cal-29.
Hindu Samiti.

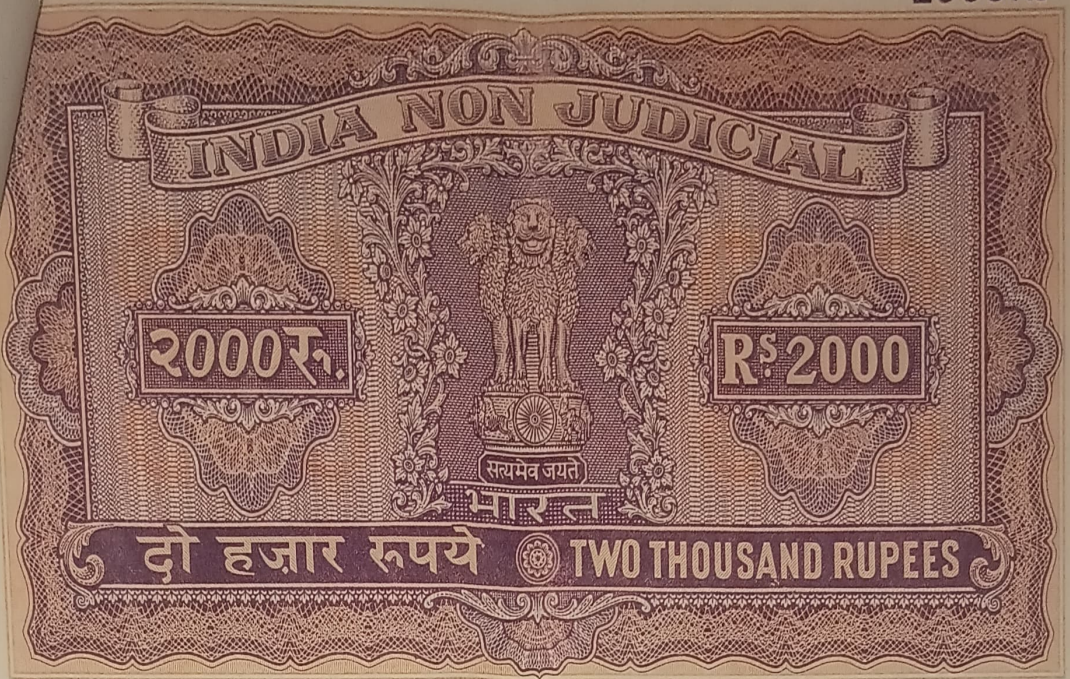
THE UNIVERSITY OF CHICAGO



- 2 -

by occupation Business residing at Vill. Basantapur,
P.O. Moqikura, P.S. Anta, 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).

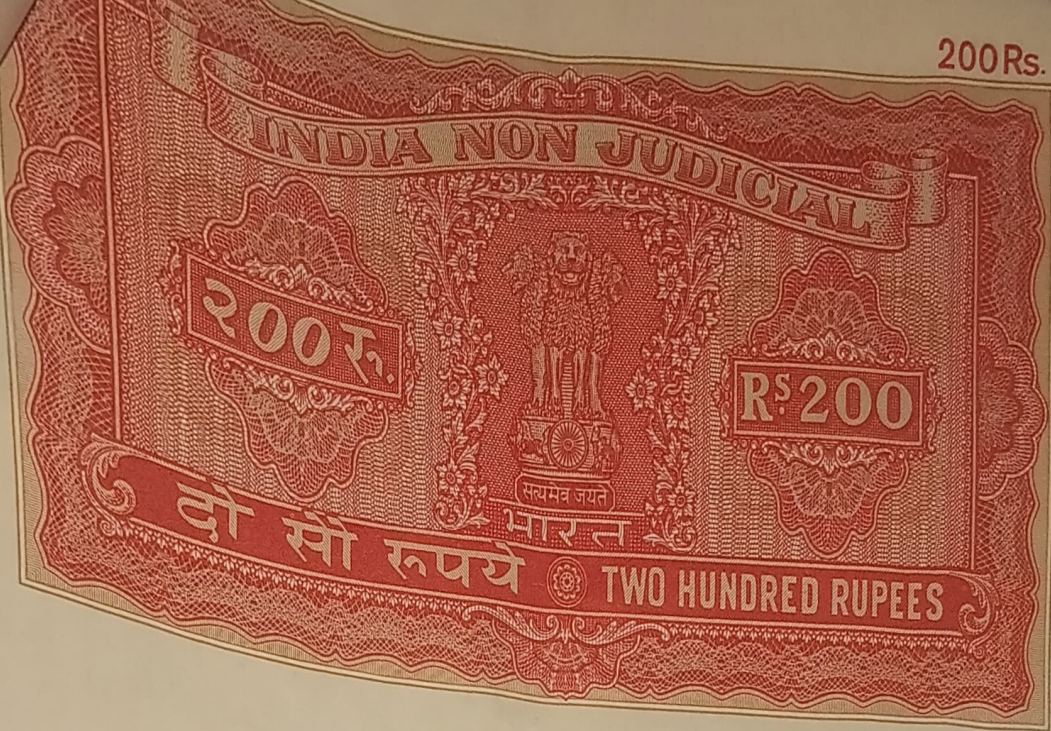


- 3 -

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.

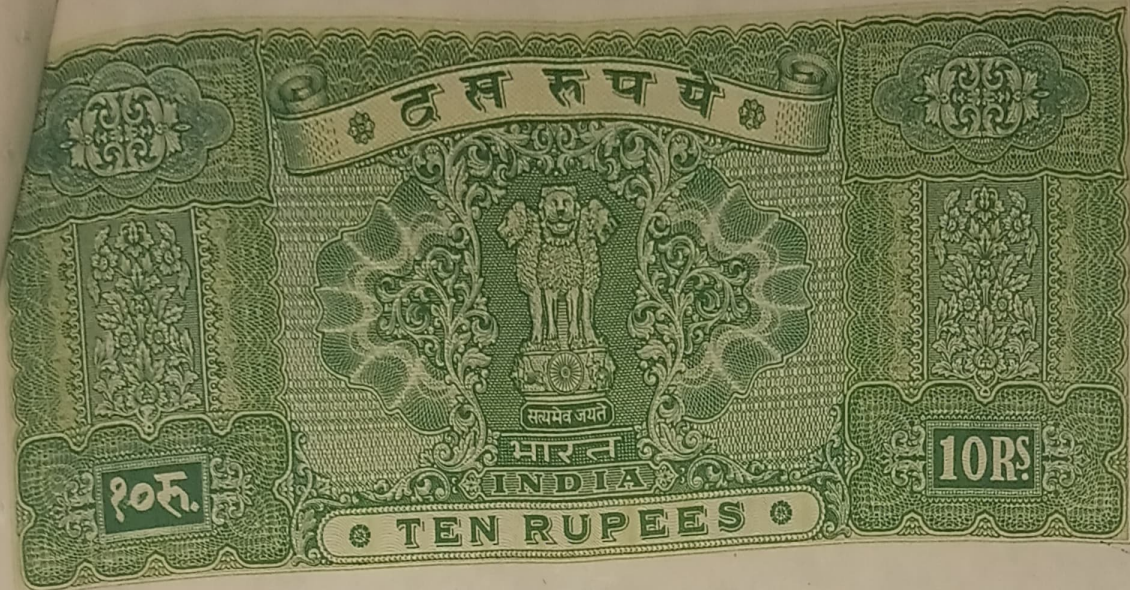
AND WHEREAS the Vendor being seized and in possession of or otherwise well and sufficiently entitled to the absolute of the said incomplete/semi-finished two storied



- 4 -

building stated above with sole exclusive transferable 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 first floor situated at 228/1/15, S.K. Deb Road, 1/5th Bye Lane, Cal-48, as more fully and categorically described in the Schedule 'B' hereunder and the inheritance thereof free from all encumbrances attachment whatsoever at and for a lump sum price of Rs. 85,000/- (Rupees Eighty five thousand only).



- 5 -

NOW THIS INDENTURE WITNESSETH that in pursuance of the said consideration sum of Rs. 85,000/- (Rupees Eighty five 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 first floor flat situated at the said building containing one room and incomplete structure of the first floor described in the Schedule 'B' hereunder written and described hereto together with all fittings and fixtures, sanitary and electrical, ^{Paints.} all internal and external ^W 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 overhead 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 ESTATE 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 alionate, 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 to the use of the Purchaser.

AND THIS INDENTURE FURTHER WITNESSES as follows :

1. The Purchaser agree to owners of other flats in the building 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 boths 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 provide for overhead reservoir and the reservoir in first 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 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 occupiers / 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 alterations 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 of 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, Touzi 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^{1/5} S.K. Deb Road, Under Khatian No. 772 and 773, under Plot No. 13, bouted 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 first floor, flat situated at the said building containing of one room and incomplete structure of the first floor, situated and lying on the premises No. 228/1/15, S.K. Deb Road, 15th Bye Lane, Cal- 48, of the said building at Dist. 24-Pagns. (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 Krisna Deb Road, New No. 228/1^{1/5} S.K. Deb Road, under Khatian No. 772 and 773, under Plot No. 13.

THE 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 entrances exists of the building, yard installation of common services such as power, a sewerage all apparatus and installations existing for common use, pump room ~~and~~ tubewell Municipal water line, water pipe line from underground reservoir and from there to the overhead tanks or respective flats underground water reservoir, open spaces on the ground floor sptie tank, external sanitary arrangement (sewerage and waste water line and rain water line) overhead tanks on the roof, terrace 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 :-

1. *Anita Chatterjee*
26/3, Hindustani Park
Calcutta - 29

Ratna Mukherjee
SIGNATURE OF THE VENDOR

2. *Sumita Ghosh*
77A, Badi Raipur Road,
Calcutta - 32

MEMO OF CONSIDERATION

Received Rs. 85,000/- (Rupees Eighty five thousand only)
from Sri Asish Kumar Karmakar by Banker's cheque No. 358603
at 20.4.1990 issued from United Bank of India,
Fruit Market (ACI) Branch.

WITNESS

1. Anitabha Chatteropadhyay
86/3, Hindustani Park
Calcutta - 29.

Rakha Mukherjee

SIGNATURE OF THE VENDOR

2. Sumita Ghosh,
77A, Bode Raipur Road,
Calcutta - 700032.

P. G. Ghosh
Volume No. 137
Page 334 to 347
Selling No. 5681
Year of Sale 1990

4-20/8

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5681

Due to Pica
For one sheet
short.

DATE THE 23rd DAY OF April 1990

B E T W E E N

SRIMATI REKHA MUKHERJEE AS VENDOR

A N D

SRI ASISH KUMAR KARMAKAR AS PURCHASER

Pr.

REGISTERED
Calcutta, Calcutta

22-10-90



REGISTERED
Calcutta, Calcutta

P. G. GHOSH.
(Advocate)

CALCUTTA HIGH COURT.