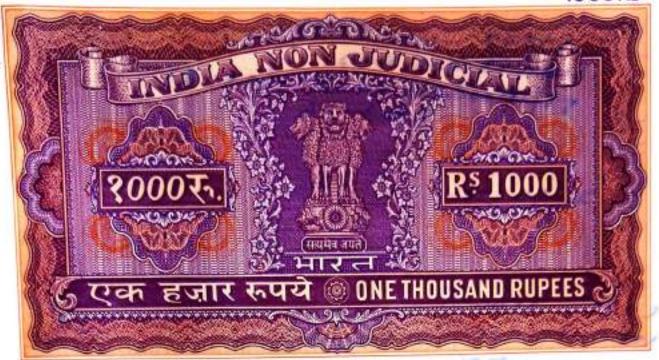


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One Thousand Nine Hundred Ninety Sight B S T W S S N
SRI JAYANTA KUMAR MUKHERJEE, son of Late Sunil Kumar
Mukherjee, by religion Hindu, by occupation Retired
pension holder, residing at "Ramdas Bhawan", 99,
Garfa Main Road, (Corporation premises No. 96, Garfa
Main Road), Police Station Kasba, Calcutta 700 075,
hereinafter called and referred to as the "VENDOR"
(which terms or expressions shall unless excluded
by or repugnant to the subject or context be deemed
to mean and include his heirs, executors, administrators, legal representatives and assigns) of the

TEL IN BOTTON Lifts Co. G.O BOW Natrict Sub-Register-M Q.A.... May 24-Parganas (South) Dist South 14 Pargana by Casce Hinder Hand ha Profession.... Jayanto kum Mr Buddhadeb Dey Siras. At Rash Parpair Day Sircas. Dist South N Pargamen by Casso Hinda/Musica he Profession Spele Machania & Source Songin Figuret Sub-Register - 4 Allpur 24-Parganas (South H 11 98





ONE PART: A N D SRI KAMAL KUMAR DAS, son of Sri Satya Charan Das, by religion Hindu, by - occupation service, residing at 51/1, Harish - (Muos) assert, Police Station Bhowanipore, Calcutta 700 026, hereinafter called and referred to as the "PURCHASER" (which terms or expressions shall unless excluded by or repugnant to the - subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the OTHER PART:

WHEREAS by a registered Bengali Kobala dated the 27th Pous, 1346 B.S. corresponding to 12th January, 1940 made between Smt. Ivy Lata Shose, wife of Sri Mahendra Nath Shosh of 38,

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Mohim Halder Street, Kalighat, Calcutta

therein salled the Vendor of the One Part and

Sunil Kumar Mukherjee, ison of late Priya Nath

(1908)

Mukherjee, of 101, Upper Circular Road, Calcutta

therein called the Purchaser of the Other Part

and registered in the office of the Second Joint

Sub-Registrar at Alipore, in Book No. I, Volume

No. 6, Pages 33 to 37, Being No. 65, for the year

1940, the said Smt. Ivy Lata Ghose for the consideration therein mentioned sold, transferred and

conveyed all that the demarcated piece and parcel

of land measuring 3(three) Cottahs, 12(twelve)

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with right of easements over the common passage on

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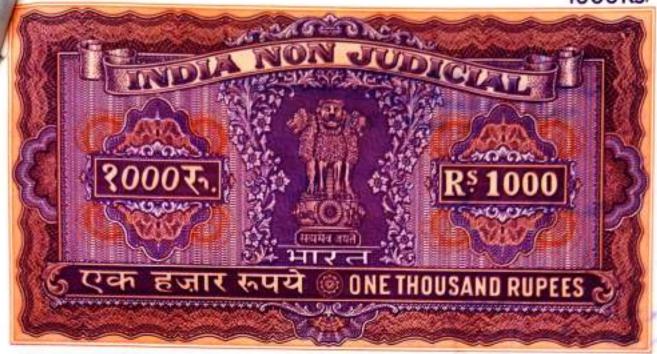


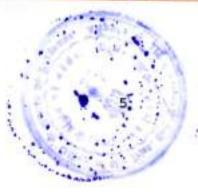
the east and public road on the north of the said land and also all other easements and appurtenances attached therein comprised of portion of C.s. Dag No. 447 under C.S.Khatian No. 573, J.L.No. 19. R.S.No. 2, Pargana Khaspur, Touji Nos. 10,12,13 - within Mouja Garfa, Police Station Tollygunge in the District of 24-Parganas for which yearly rental of 9(nine) annas, 5(five) paise to be payable to the then Landlords Bireswar Mukherjee and Kali Charan Mukherjee and delivered vacant khas possession unto and in favour of the said Purchaser fully, absolutely and forever which is particularly mentioned in the Schedule thereunder written.

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AND WHEREAS since such purchase, the said Sunil Kumar Mukherjee obtained possession of the said property and got his name mutated in the office of the then Haltu Union Board and sherista of land-lords on payment of rents, taxes and other outgoings and by exercising all rights of ownership according to law which is particularly mentioned in the First Schedule hereunder written.

AND WHEREAS Sunil Kumar Mukherjee with his own earnings constructed a two storeyed brick built dwelling house on a portion of the said land in the year 1951 consisting of 2(two) separate self contained flats in each floor stair case, privy, water line, electric installation, underground reservoir fitted

with....

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with electric motor and pump and since then was enjoying the aforesaid property by residing therein with his family on payment of rents, taxes and other outgoings to the appropriate authorities and by - exercising all rights of ownership according to law.

AND WHEREAS in the Last Revisional Settlement the name of Sunil Kumar Mukherjee was recorded
as Raiyati in R.S.Khatian No. 1169, R.S.Dag No. 585
within Mouja Garfa, measuring O6 decimals on a yearly
rental of 9(nine) annas and 5(five) paise payable to
the State of West Bengal and the said record of rights was finally published to that effect.

AND WHEREAS ....

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AND WHEREAS the said property was subsequently included within Jadevpore Municipality.

F.S. Jadevpore, and has since been recorded as premises No. 99 and at present premises No. 96,

Garfa Main Road, P.S. Kasba, within Ward No. 104 of the Calcutta Municipal Corporation (Jadavpore unit) P.S. Kasba, S.R.Office at Kasba in the - District of South 24 Parganas.

AND WHEREAS Sunil Kumar Mukherjee died intestate on 13th October, 1979 leaving behind surviving his only son Sri Jayanta Kumar Mukherjee the Vendor herein and widow Smt. Shanti Rani Mukherjee and none else who jointly inherited the aforesaid....

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aforesaid property being premises No. 96, Garfa Main Road (formerly 99, Garfa Main Road), P.S. Kasba, Calcutta 700 075 according to the present Hindu Succession Act 1956 and since then were enjoying
the same as its joint owners thereof to the exclusion
of others on payment of rents, taxes and other outgoings in this behalf to the appropriate authorities and by exercising all rights of ownership
according to law each having moiety share therein.

AND WHEREAS Smt. Shanti Rani Mukherjee, mother of the present Vendor died intestate on 11th October, 1996 leaving behind surviving her only son Sri Jayanta Kumar Mukherjee who jointly inherited the undivided 1/2 one half share of the aforesaid land and premises according to the Hindu Law of Succession now in force.

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AND WHEREAS since such inheritance the said

Jayanta Kumar Mukherjee the Vendor herein became the

absolute owner and in possession of the aforesaid land

and premises being 96, Garfa Main Road, P.S. Kasba,

Calcutta 700 075 and was/is enjoying the same as its

absolute owner thereof to the exclusion of others on

payment of rents, taxes and other outgoings to the

appropriate authorities and by exercising all rights

of ownership according to law.

AND WHEREAS the Vendor herein has already sold, transferred and conveyed a self contained flat on the ground floor southern side together with all amenities and facilities attached therein including all rights of easements attached thereto being portion of municipal premises No. 96, Garfa Main Road, P.S. Kasba, Calcutta 700 075 within the Calcutta Municipal Corporation and has delivered possession of the said flat to the said Purchaser.

AND WHEREAS the Vendor now in possession of one self contained flat on the ground floor southern side and the entire first floor of the said two storeyed brick built house together with all common amenities, facilities and common areas and other right of easements attached thereto being the remaining portion of premises No. 96, Garfa Main Road, P.S. Kasba, Calcutta 700 075, within the Calcutta Municipal Corporation.

AND WHEREAS the Vendor has agreed with the Purchaser for absolute sale to him ALL THAT self contained flat on the ground floor southern side consisting

of ....

of two bed rooms, one kitchen, two bathrooms and two privy having a super built up area approximately 667 six hundred sixty seven square feet together with the proportionate undivided share and/or interest on the land on which the flat in question stands together with all right, title and interest and with all right over the common passage, facilities, amenities and installations attributable to the said flat mentioned in the second schedule hereunder written at or for the agreed consideration of 8. 2.80,000/- (Rupees two lakhs eighty thousand) on free from all encumbrances, charges, liens, lispendences, Sequisitions, requisitions and/or notice whatsoever but subject to the payment of taxes, other impositions and outgoings and to the conditions and incidences under which the property is held.

NOW THIS INDENTURE WITHESSETH that in pursuance of the said agreement and in consideration of the said sum of &. 2,80,000/- (Rupees two lakhs eighty thousand) only of the lawful money of the Union of India in hand well and truely paid by the Purchaser to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and forever discharge the Purchaser as well as the said property hereby conveyed). The Vendor by these presents grants, transfers, sells, conveys, assigns and assures unto the Purchaser, his heirs, executors, administrators, legal representatives and successors-at-law free from all encumbrances ALL THAT the self contained flat on the ground floor southern side consisting of two bed rooms, one kitchen, two baths

and two privy having a built up area of approximately 667 square feet together with proportionate undivided share or interest on land on which the flat in question stands comprise in R.S.Dag No. 585, C.S.Dag No. 447, under R.S.Khatian No. 1169, C.S.Khatian No. 573, J.L. No. 19, R.S.No. 2, Touji Nos. 10,12,13 within Mouja Garfa being portion of municipal premises No. 96, Garfa Main Road, Ward No. 104 Calcutta 700 075 morefully described in Second Schedule hereunder written TOGETHER WITH all fittings, fixtures, electric fittings installed in the said flat as well as easement rights on all side spaces, back spaces, common areas, facilities and common amenities attached therein including the sewerage and drainage facilities in common with the entire building and right to lift water from the underground reservoir through overhead tank and pipe lines installed in the building and also the proportionate undivided share and/or interest in the land whereon the same is erected and built and also all right of easements and appurtenances attached thereto and appurtaining to the said premises No. 96, Garfa Main Road, P.S. Kasba, Calcutta 700 075 and the land thereunder to be used in common with other residents and flat owners of the said building which are setout in the third schedule hereunder written or HOWSOEVER OTHERWISE the said land, hereditaments and premises now are or is or at anytime heretofore were or was situated, butted, bounded, called, known, numbered, described or distinguished TOGETHER WITH all houses, buildings, yards, ways, paths, passages common and/or other passages, drains, water, water courses, electric or other fittings

and installations and all manner of former or other rights, lights, liberties, easements, privileges, profits, appendages and appurtenances in the said land, messuage, hereditaments and premises belonging to or in anywise appurtaining within the same or any of them or any part thereof now are or is or anytime heretofore held, occupied or enjoyed with them and every part of them and the reversion or reversions, remainder or remainders and rents, issues and profits thereof and messuage, hereditaments and premises and every part thereof AND ALL the estate, right, title, interest, claim and demand whatsoever both at law and in equity of the Vendor into, upon and over the said messuages, hereditaments and premises and every part thereof -AND ALL the deeds, pattahs, muniments, writings and other evidences of title which exclusively relates to the said messuages, hereditaments and premises which now are or is or hereafter shall and may be in the custody, power, possession or control of the Vendor or any person or persons from whom he can procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD occupy and enjoy the said flat on the ground floor southern side hereby conveyed or expressed so to be unto and to the use of the Purchaser absolutely and forever AND the said Vendor doth hereby covenant with the said Purchaser that the Vendor is divested of all right, title, interest and/or possession from the said property and other areas as described in the second schedule hereunder sold to the Purchaser and the Purchaser is put in khas possession of the same from today AND NOTWITHSTANDING any such act, deed, matter or thing by

the said Vendor done, executed or knowingly suffered to the contrary, he the said Vendor is now lawfully rightfully, absolutely entitled to the said flat on the ground floor southern side at premises No. 96, Garfa Main Road, Calcutta 700 075 TOGETHER WITH proportionate undivided share in the land on which the flat in question stands and easement rights on common areas and facilities of the said building hereby granted, transferred and conveyed for a perfect and indefeasible estate without any manner or condition use trust or otherwise whatsoever to alter defeat, encumber or make void the said AND THAT NOTWITHSTANDING any such deed act matter or thing as aforesaid the Vendor has now good right and full power and absolute authority to grant, sell, convey, transfer, assign and assure the self contained ground floor flat on the southern side of the two storied brick built building, hereby sold granted and conveyed in the manner aforesaid AND THAT the Purchaser performing and observing his covenant hereafter mentioned shall and may enjoy and quietly hold possess and enjoy the said premises and realise and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or any person orpersons lawfully or equitably claiming from under or in trust for him AND that free from all encumbrances, attachments, liens, lispendences, charges, whatsoever AND FURTHER that the said Vendor and all person or persons having lawfully or equitably claiming any estate or interest in the said property from under or in trust for the Vendor and the Vendor shall and will from time to time and at all times

hereafter....

hereafter at the request and costs of the Purchaser or any person claiming from or under his or in trust for his do and execute or cause to be done or executed all such acts, deeds, matters or things for further and more perfectly assuring the said premises as shall or may be reasonably required by the Purchaser AND the Vendor - further declare that there has not been any acquisition or requisition of the property by any authority whatsoever. There is also no alignment by the Calcutta Municipal Corporation at present in respect of any portion of the property and all taxes and other outgoings payable in respect thereof, if not paid already, the liabilities of such payment shall vest with the Vendor. The Purchaser will be liable for payment of such outgoings proportionately from the date of these presents.

BE IT FURTHER MENTIONED here that the Purchaser shall make addition and alteration if necessary only within the limits of the property hereby conveyed to him and not beyond the limits thereof and that is also not affecting in any manner the other flat owners and the main structure of building itself.

BE IT STATED that the Vendor shall support any application made by the Purchaser for mutation of his name in the office of Calcutta Municipal Corporation in respect of the said property hereby conveyed and will at the cost of the Purchaser do all that he may be required to do for that purpose. If it transpires that the property hereby conveyed is not free from all encumbrances, then the Vendor will be liable to the Purchaser and make good and indemnify any loss sustained

by the Purchaser, However in respect of any liabilities arising out of the construction of the said flat and/or workmanship thereof, the Vendor alone shall be liable for the same.

A N D the said Purchaser do hereby covenant with the said Vendor as follows :-

- times hereafter contribute and pay his proportionate share towards the costs in capital nature and repairs maintenance, painting and other expenses, called the service charges which is to be hereafter fixed and mutually agreed between the owners of the other flats/units or apartment in the said premises No. 96, Garfa Main Road, Calcutta 700 075. The Purchaser undertakes to pay additional increase of such service charges on the prevailing present rates.
- The Purchaser shall also pay separately proportionate share of municipal taxes for the said premises

  No. 96, Garfa Main Road, P.S. Kasba, Calcutta 700 075

  and outgoings thereof so long taxes and outgoings are not apportioned between the owners of different flats or units in the said building by the Calcutta Municipal Corporation and shall pay taxes in respect of the premises hereby sold as and when separately assessed by the Calcutta Municipal Corporation.
- 3) Save and except in respect of the said ground floor flat on the southern side of the Vendor's allocation hereby sold, the Purchaser shall have no exclusive claim

or right of any nature or kind over or in respect of all common areas and facilities of the said building more particularly described in third schedule hereunder written except what have been by the conveyance granted to him in common with the Purchaser of the other flats/ units in the said building.

- 4) Subject to the above terms and conditions the Purchaser of self contained flat on the ground floor southern side, at premises No. 96, Garfa Main Road, Calcutta 700 075 shall be entitled to exclusive ownership, possession and absolute enjoyment thereof without any interruption by the Vendor or any person or persons claiming through him or in trust for him.
- 5) The said ground floor flat on southern side hereby granted, transferred and conveyed shall be heritable and transferable. In consideration of the premises service charges shall be contributed by the Purchaser proportionately along with other flat owners in the said building.
- from his office or from any financial Institution against the said flat and easement right on common areas by depositing Title Deed which shall not however affect the Vendor and other flat owners of the said premises.
- 7) The Purchaser upon taking possession of the said ground floor flat on southern side of the two storeyed building flats and possession of other flat of the said building....

building by other Purchaser or owners along with the said flat owners form an association for maintenance and up keep of the building and its services. All such charges and expenses shall be shared by flat owners in equal or proportionate shares.

PROVIDED ALWAYS it is hereby agreed and declared by and between the parties hereto that the Purchaser shall observe, comply and carry out the stipulations and obligations hereunder set out as follows:-

- a) The Furchaser will have the right in common with other flat owners of the said building the electricity, water connection and the soil pines through or over other parts of the building conveyed and transferred to the Purchaser.
- b) The Purchaser shall keep the said ground floor flat on southern side hereby sold and conveyed and its walls, sewers, drains, pipes belonging to or appurtaining thereto in such state and condition so as to support and protect the other parts of the building not sold to the Purchaser.
- c) The Purchaser shall not throw any rubbish nor accumulate any dirt and refuse in the compound of the building or in common areas except at places to be fixed for the purpose.
- d) The common areas and facilities shall always remain common and the Purchaser shall not be entitled to call for or make any partition or division of the same.

- e) The Purchaser shall arrange for his own separate electric meter for the said flat provided in the building.
- of the building as also such common areas shall continue to remain as sole and exclusive property of the Vendor and that the Purchaser shall not be entitled to claim nor shall claim any right, title and interest over the same and the Vendor on the basis of the sanctioned building plan be entitled to make further construction of floors on the said roof without any objection or obstruction whatsoever from the Purchaser. But the Purchaser shall be at liberty to fix T.V.entena, and shall repair the water line, overhead tank on the roof of the building without obstruction of the other flat owners of the said building.

## THE FIRST SCHEDULE REFERRED TO ABOVE :

ALL THAT piece and parcel of homestead land measuring 3(three) Cottahs, 12(twelve) Chittaks be the same a little more or less comprised of R.S.Dag No. 585 (C.S.Dag No. 447) under R.S.Khatian No. 1169 (C.S.Khatian No. 573) J.L.No. 19, R.S.No. 2, Pargana Khaspur, Touji No.10,12,13 within Mouja Garfa at present being municipal premises no. 96, Garfa Main Road, P.S. Kasba, Calcutta 700 075 A.D.S.R.C. Sealdah, Ward No. 104, under the Calcutta Municipal Corporation and in the District of South 24-Parganas which is butted and bounded as follows:-

E A S T : Premises No. 101, Garfa Main Road.

SOUTH: Land of Sri Jiten Bose and others.

W E S T : Premises No. 97, Garfa Main Road.

## THE SECOND SCHEDULE REPERRED TO ABOVE :

ALL THAT piece and parcel of one self contained flat on the ground floor of two storied brick built dwelling house consisting of 2(two) bed rooms, 1(one) kitchen, 2(two) baths and 2(two) privy having a super built up area of approximately 667 six hundred and sixty seven square feet comprised of R.S.Dag No. 585 C.S.Dag No. 447, under R.S.Khatian No. 1169, C.S.Khatian No. 573, recorded in J.L.No. 19, B.S.No. 2, Pargana Khaspur, Touji No.10,12,13 within Mouja Garfa at present being municipal premises No. 96, Garfa Main Road, P.S. Kasba, Calcutta 700 075, Ward No. 104, within the Calcutta Municipal Corporation, A.D.S.R.O. Sealdah; and in the District of South 24-Parganas together with all fittings, fixtures, furnitures attached thereto including the sewerage and drainage facilities in common with the entire building and also the right of user of common passage and areas including the right to repairing the exterior part of the flats in the said two storeyed brick built dwelling house and the right to use water supply through overhead tank and pipe lines installed in the building together with proportionate undivided share and/or interest in the land on which the captioned flat stands thereunto belonging measuring approximately 667 six hundred sixty seven square feet being known called and assessed as premises No. 96, Garfa Main Road, P.S. Kasba, Calcutta -700 075 A.D.S.R.O. Sealdah within the Calcutta Municipal Corporation Ward No. 104 in the District of South 24-Parganas.

## THE THIRD SCHEDULE REFERRED TO ABOVE :

- i) Proportionate undivided share of the land on which the flat in question stands in premises no. 96, Garfa Main Road, Calcutta 700 075, described in the First Schedule hereinabove.
- All easement right on side spaces, back spaces, passage, drains, ways in the said building.
- (iii) General lights of the common portions.
- iv) prain and sewerage from the building to the municipal connection drain and/or sewerage.
- v) Common overhead water reservoir, common vertical stack (water line) under ground reservoir.
- vi) Common water pump and motor.
- vii) Water and sewerage evacuation pipe from unit to drain sewerage common to the said building, boundary wall, gate.
- viii) Foundation column, common areas and facilities, beams supporter of main wall, common passages, main entrances and exit of the building.
- ix) All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.

- x) Abl right of support vertical and lateral and protection of the flats by all the other flats and premises owners so far as they support the said flat and protect the same.
- xi) The right in common to get supply of water to the different flats through pipe lines and overhead tank against payment of proportionate share of electricity bill for running electric meter and pump by the Purchaser.

IN WITNESS WHEREOF the parties heretofore set and subscribed their respective hands on the day month and year first above written.

SIGNED SEALED AND DELIVERED

in presence of :

1. Niveral Kaup Howalmy 10. Roy Kristre Pal Lane. Garya Mani Road. Colomb - 700075

2. Buddhades Any frig 5B. Monitor Bongi 1600 Germi-700023. Jayanta Runy Muin

Komal Koman Das

PURCHASER

MEMO OF CONSIDERATION

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Ltd. Lord Single Road Branch
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WITNESSES :

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Jayanta Krue Hunger

2. Budahade Any dicer 5B, Monibel Bangin Road Glante - 700023

Drafted by :

Advocate. Alebara Judges ( work.

Typed by :

Poidget Addy

Judges Court, Alipore.



District Sub-Register-III

Allour 24-Parganas (South)

7. 11-57



EXISTING GO. FLOOR PLAN OF FLATS (SOUTH) AT PRE NO. 99 GARFA MAIN ROAD GAL-700075 PREVIOUS DAG NO MT KHATIAN-573 IL NO 10 NOBEA GARFA 24 PARGANAS SCALE - 1 100 35'3 APP AREA - GG7 54 FF SEPTIC TANK KITCHEN BED ROOM 10 x 12" BED ROOM 10' × 13' KE COVERED 35-3-BCE. I. B. MIE GARPA Charteres MAIN ROAD 53, Middle Assat, Calculus Sental GROUND FLOOR PLAN



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HIN 2000.



DATED THIS 17" DAY OF No. 611998

BETWEEN

SRI JAYANTA KUMAR MUKHERJES

A N D

SRI KAMAL KUMAR DAS.
... FURCHASER.

CONVEYANCE.