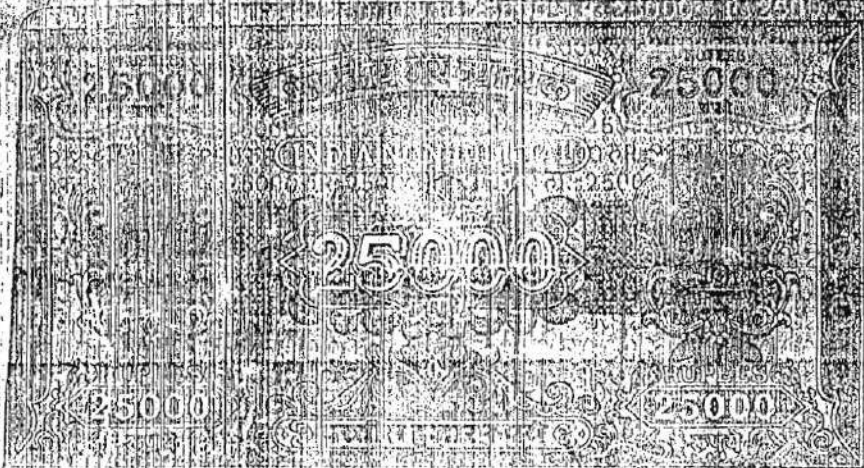


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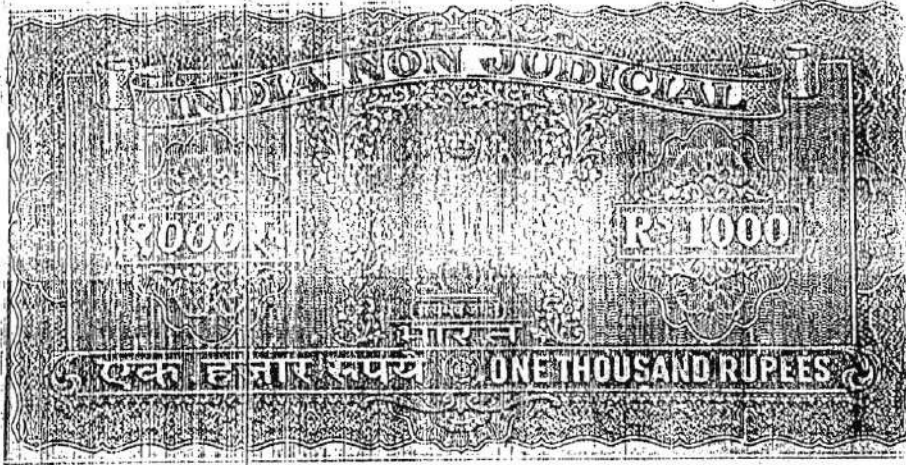
Fee Paid as under:
A - 16.64
E - 7
D - 55
M(A) - 25
M(B) - 1

4755 Addl. Registrar of Assurances
Calcutta
41.4.03

THIS DEED OF CONVEYANCE made this the 3rd day of May
Two thousand one BETWEEN (1) SUNIL KRISHNA GHOSH son of
Late Ganendra Krishna Ghosh, residing at No. 88, Shyampukur

Handwritten signatures and notes, including a date '18.4.03' and other illegible scribbles.

1000Rs



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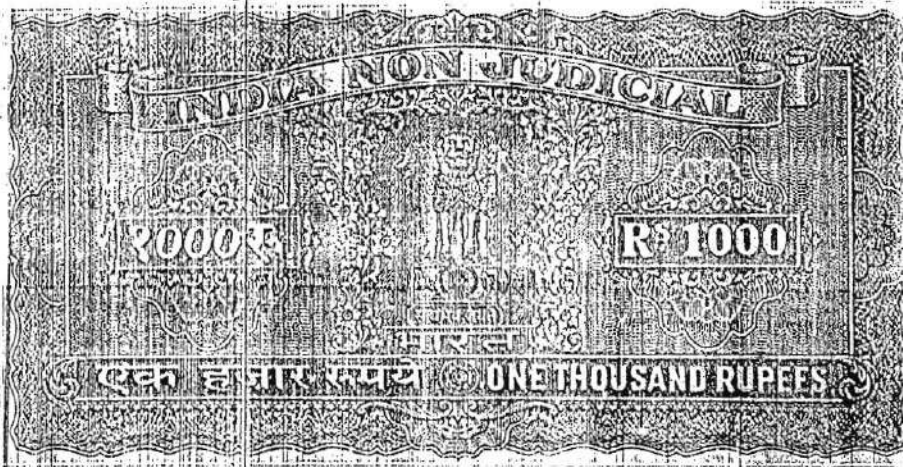
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Street, Calcutta and (2) PRADIP KUMAR GHOSH son of Late
 Jitendra Krishna Ghosh, residing at No. 47, Parthuriaghata
 Street, Calcutta 700006, both being the executors in respect

at Adm.

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1000Rs

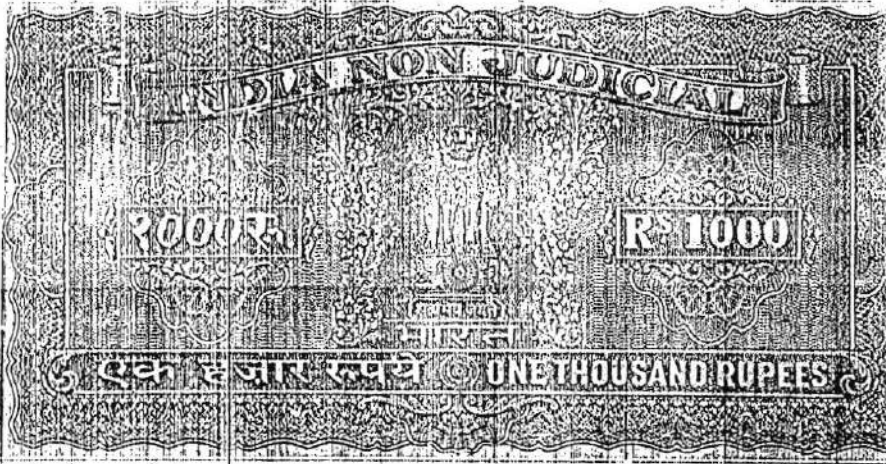


[10]

of the estate of Late Asit Kumar Ghosh under the Last Will and Testament dated 28th September, 1994, hereinafter jointly and/or collectively called: "THE EXECUTORS/VENDORS" (which

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term or expression shall unless excluded by or repugnant to
the subject or context be deemed to mean and include their

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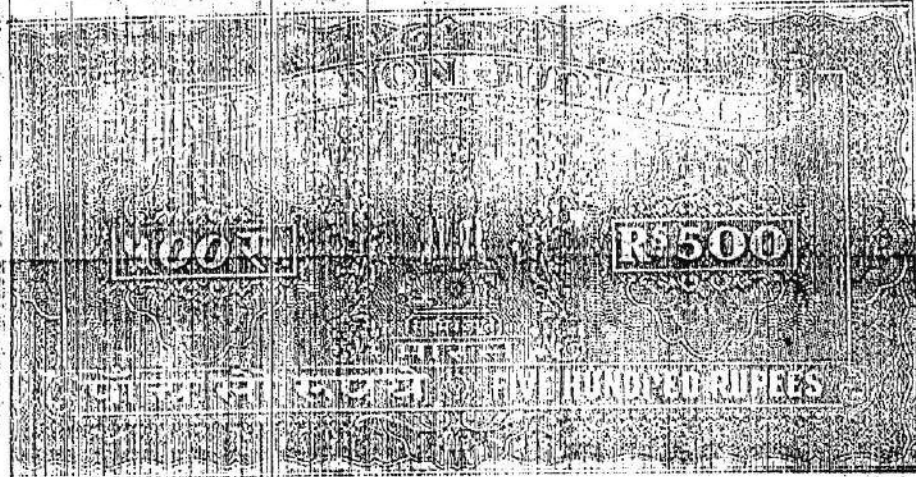


[10]

successor or successors in office and assigns) of the FIRST
PART AND SRI. SHRITIRANI MITER, wife of Late Dr. Minir
Mitter, residing at No. 34, Shyampukur Street, Calcutta, and

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500Rs.

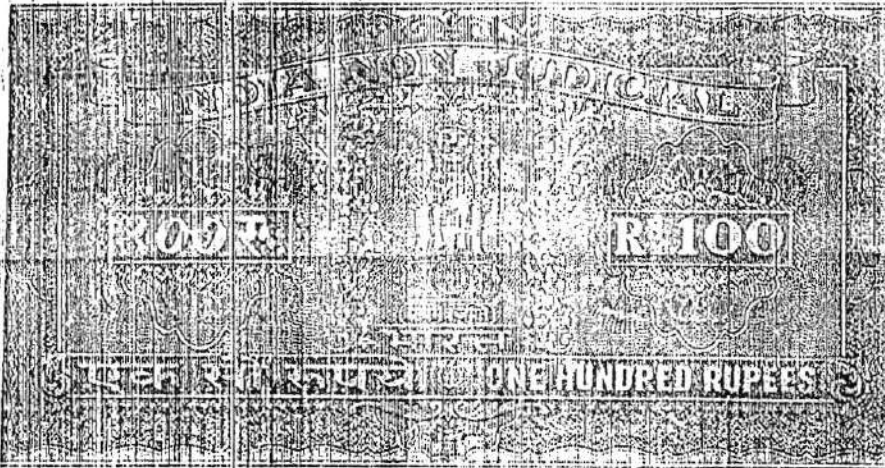


[1E]

CHANDRAN KUMAR GHOSH son of Late Vitendra Krishna Ghosh,
residing at No. 47, Parthuriaghata Street, Calcutta 700 006,
hereinafter jointly called the "CONFIRMING PARTIES" (which

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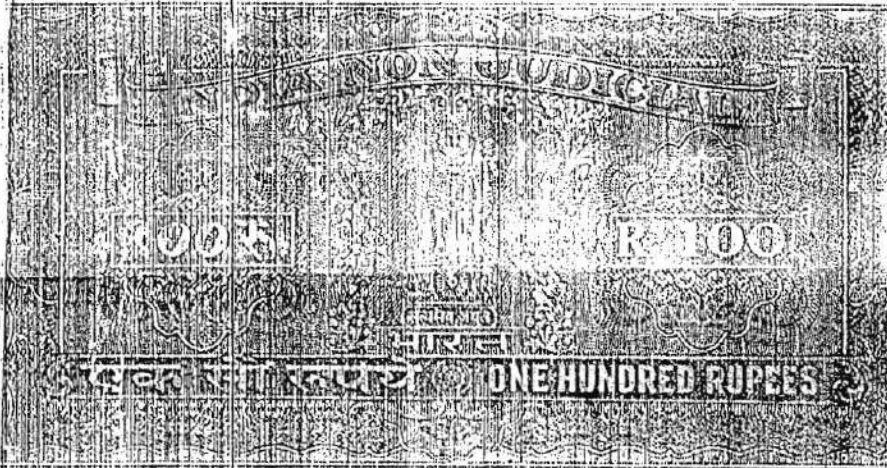


C. 16-10

term or expression shall unless excluded by or repugnant to
the subject or context be deemed to mean and includes their
respective heirs legal representatives executors administra-

184

100R

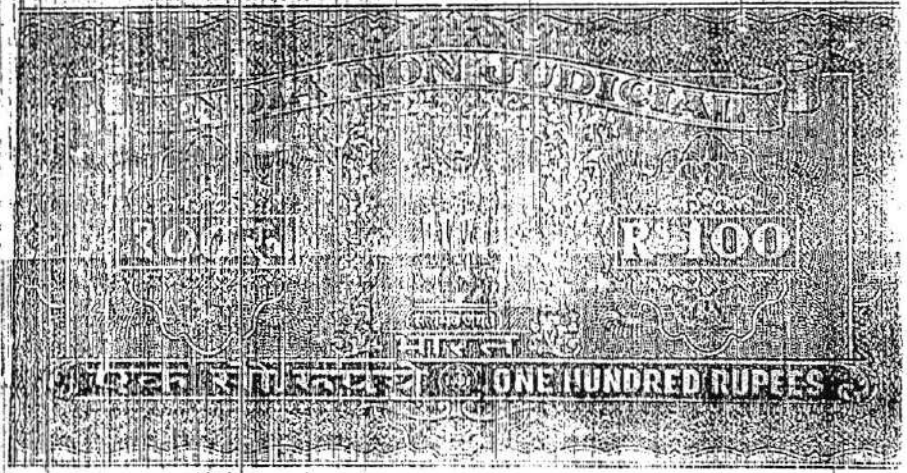


[18]

tors and assigns) of the SECOND PART AND SMT. RAJSHREE GAGGAR
wife of Shri Ajay Gagar, residing at No. 11, Sarat Bose Road,
Kolkata 700 020, hereinafter referred to as "THE PURCHASER"

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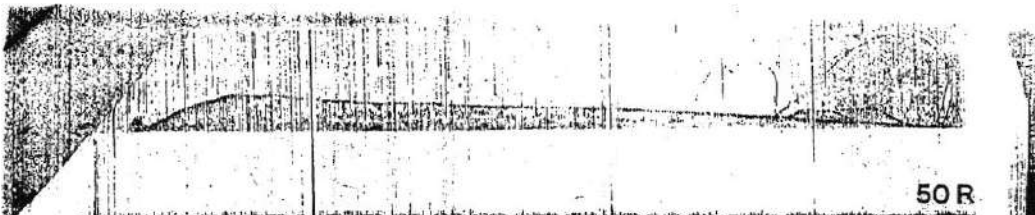
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(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and includes

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her heirs legal representatives executors administrators and assigns) of the THIRD PART :

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WHEREAS :

- A. Asit Kumar Ghosh, (since deceased) who was a Hindu governed by Dayabhaga School of Hindu Law during his life time was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to various immovable properties including the Municipal Premises No. 11 Sarat Bose Road, Calcutta 700 020, TOGETHER WITH the buildings and structures situate and standing thereon hereinafter for the sake of brevity referred to as THE ENTIRE PREMISES/PROPERTY).
- B. During the lifetime of the said Asit Kumar Ghosh a portion of the said premises being premises No. 11 Sarat Bose Road, Calcutta 700 020 admeasuring 0.0627 hectare equivalent to 0.155 acre has been acquisitioned for CALCUTTA METROPOLITAN DEVELOPMENT AUTHORITY (hereinafter referred to as the CMDA PORTION) which is presently under challenge and the remaining part of the SAID PREMISES is hereinafter referred to as the PREMISES more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and also shown and delineated in the map or plan annexed hereto (hereinafter referred to as "THE PREMISES").
- C. The said Asit Kumar Ghosh died as a bachelor on 18th November, 1994.
- D. Before his death the said Asit Kumar Ghosh had executed his last Will and Testament dated 20th September, 1994

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whereby and whereunder he appointed Pallav Kumar Banerji (since deceased), Smt. Krishna Mohan and Pradip Kumar Ghosh as his executors and/or trustees and by and under the said Will he gave be-queathed and devised amongst other all that the said Premises as provided for in the said Will and Testament dated 28th September, 1974.

E The said Will and Testament further provides that after providing for various legatees as provided for in the said will the rest of the properties including the said Premises shall absolutely and forever to Smt. Smitirani Mitter and Pradip Kumar Ghosh, the Confirming Parties herein, in equal shares.

F The entirety of the said Premises EXCEPTING the said CMDA PORTION is under the tenancy of K. G. Baggar (hereinafter called the said TENANT) and the said tenant at all material times had extensive Powers and authorities including assigning of the tenancy right and/or to make additions and/or alterations into or upon the said Premises at his own cost and certain portions in the said premises are in illegal and wrongful occupation and the total rent realised or received by the Estate is not exceeding Rs. 900/- per month.

G After the death of the said Asit Kumar Ghosh the Executors named in the said WILL filed an application in the

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High Court at Calcutta in its Testamentary and Intestate Jurisdiction being PLA No.257 of 1997 for grant of probate.

On 7th December 1999 during the pendency of the application for Probate, Pallav Kumar Banerji one of the Executors in the Last Will and Testament dated 28th September 1994 died leaving Sri Sunil Krishna Ghosh and Sri Pradip Kumar Ghosh (the Executors/Vendors herein) as the only Executors.

In pursuance of the application for Probate the Hon'ble High Court at Calcutta was pleased to grant the probate in respect of the said Will and as such all the properties including the said premises remains vested in the Executors.

The Executors have not given their assent in favour of the legatees in respect of the said premises and they are still in charge of the said property.

During the pendency of the application for grant probate, the Hon'ble High Court at Calcutta directed for sale of two of the properties of the Estate but the same could not be sold.

The buildings and structures situated at the said premises is more than 100 years old and are in a dilapidated condition and is presently in occupation of the

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said Tenant having extensive powers and authorities and also for the purpose of payment of various amounts to be disbursed in the manner provided for in the said Will and Testament and with the consent and concurrence of the Confirming Parties being the legatees entitled to the said Premises under the said Will the Vendors Executors have agreed to sell and transfer and the Executors have agreed to sell ALL THAT the Constructed Space Unit measuring 507 sq.ft. (be the same a little more or less) in the ground floor of the building at the said Premises having a separate and independent entrance situation whereof is shown and delineated in the map or plan annexed hereto and bordered in "BROWN" thereon more fully described in the SECOND SCHEDULE hereunder written AND ALSO undivided 1/12th share in the land comprised at 11 Sarat Bose Road (but excluding CMDA portion) situation of the said Premises shown and delineated in the map or plan annexed hereto and bordered in "RED" thereon more fully described in the FIRST SCHEDULE hereunder written AND TOGETHER WITH the proportionate share in all pathways, common passages and entrances and TOGETHER WITH undivided 1/12th share in all other parts and portions water reservoirs, installations at the said premises AND ALSO the right to use in common the passage way leading from the Main Road to the said Premises free of all encumbrances and charges for the consideration hereinafter appearing.

By constructed space unit
The said ~~premises~~ and the rights attached therewith is hereinafter collectively referred to as THE DEMISED PORTION AND THE PROPERTIES APPURTENANT THERETO.

By

N At or before the execution of the Deed of Conveyance, the Vendors/ Executors and the Confirming Party and each one of them have assured and represented to the Purchaser herein that there is no legal bar or impediment in the Vendors/ Executors selling and transferring the said Demised Portion or any part thereof and that excepting for the right of the said Tenant AND EXCEPTING THE CMDA PORTION the Premises is free from all encumbrances and charges and the Vendors/ Executors are fully competent to execute the Deed of Conveyance or Transfer of the said Property.

NOW THIS INSTRUMENT WITNESSETH as follows :

I. In pursuance of the agreement and in further consideration of the sum of Rs.4,25,000/- (Rupees Four lacs twenty five thousand) only of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendors/ Executors at or before of the execution of these presents (which amount the Vendors/ Executors and the Confirming Parties do and each of them do hereby admit and acknowledge to have been received and of and from the payment of the same and every part thereof do hereby acquit release and discharge the said Purchaser and the said property hereby intended to be sold and transferred) the Executors/Vendors with the consent and concurrence of the Confirming Parties and each of them do hereby sell grant transfer convey assure and assign ALL THAT the Constructed Space unit measuring 507 sq.ft. (be the same a little more or less)

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in the ground floor of the building at the said Premises having a separate and independent entrance more fully and particularly described in the SECOND SCHEDULE hereunder written and also shown and delineated in the map or plan annexed hereto and bordered in "BROWN" thereon TOGETHER WITH undivided 1/12th share in the entirety of the land comprised in 11 Sarat Bose Road more fully and particularly described in the FIRST SCHEDULE hereunder written situation of the said Premises No. 11 Sarat Bose Road, Calcutta 700 020 also shown and delineated in the map or plan annexed hereto and bordered in "RED" thereon AND TOGETHER WITH the proportionate share in all pathways, common passages and TOGETHER WITH undivided 1/12th share in all other parts and portions of the said premises AND ALSO the right in common with others over and in respect of the Common Passage or passage way running from Sarat Bose Road to the said Premises TOGETHER WITH the uninterrupted right to pass and repass over the same with men materials cars vehicles and carts AND TOGETHER WITH the uninterrupted right to lay down cables poles water pipes telephone and electric poles over and under the said Common Passage, free of all encumbrances and charges but otherwise in as is where is condition the said Demised Portion and the rights attached therewith are hereinafter collectively referred to as THE DEMISED PORTION AND THE PROPERTIES APPURTENANT THERETO in as-is-where-is-condition AND ALSO the right to receive and realise all rents issues profits and compensation and the respective estate right title interest into or upon the said Demised Portion and the properties appurtenant thereto AND SUBJECT TO THE RIGHTS OF THE TENANT hereinafter for the sake of brevity referred to as THE SAID DEMISED PORTION and the

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the properties appurtenant thereto and the said Premises No. 11, Sarat Bose Road, Calcutta, hereby intended to be sold and transferred is hereinafter for the sake of brevity referred to as THE SAID PREMISES/PROPERTY) AND ALSO the right for the men, car and vehicles into or upon ALL THAT the passage running from the Main Road i.e. Sarat Bose Road unto the said premises being No.11 Sarat Bose Road AND ALSO the right for the Purchaser and/or its authorities representative to lay down drains, sewers and other installations on the said passage shown and delineated in the map or plan annexed hereto and bordered in RED THEREON OR HOWSOEVER the said Premises now are or is or at any time or times heretofore were or was situated butted bounded called known numbered described and distinguished together with the right to use in common with other occupiers of the said premises all sewers drains ditches paths passages water water courses and all manner or ancient and other rights liberties easements privileges advantages emoluments appendages and appurtenances whatsoever standing thereof or any part or portion thereof or with which the same now are or is or at any times or times heretofore were or was held used occupied enjoyed accepted reputed deemed taken or known as part or parcel or member or members thereof or appurtenant thereto and the reversion or reversions remainder or remainders and all the Estate right title interest claims use inheritance trust possession property or demand whatsoever or howsoever of the said Vendors/ Executors both at law or in equity into or upon the said PREMISES/PROPERTY TO HAVE AND TO HOLD the said PREMISES/PROPERTY hereby sold granted conveyed transferred assigned and assured and every part or

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parts thereof respectively unto and to the Purchaser herein in the manner as aforesaid absolutely and forever free from all encumbrances trusts liens lispendens attachments trusts whatsoever EXCLUDING the CNDA PORTION AND SUBJECT HOWEVER to the rights of the said Tenant.

II. THE VENDORS/EXECUTORS AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER as follow :

(a) THAT notwithstanding any act deed matter or thing whatsoever done by the Vendors/Executors or any of the Vendors/Executors predecessors in title may have done committed executed or knowingly suffered to the contrary, the Vendors/Executors have good right full power and absolute authority indefeasible title or otherwise well and sufficiently entitled to grant sell convey transfer assign and assure the said PROPERTY/PREMISES on AS IS WHERE IS BASIS EXCLUDING THE said CNDA PORTION AND SUBJECT TO THE RIGHTS OF THE SAID TENANT unto and in favour of the Purchaser in the manner as aforesaid concerning the true intent and meaning of these presents

(b) AND THAT the said Property is free of all encumbrances, liens attachments leases restrictions covenants lispendens trusts debottar trusts made or suffered by the Vendors or the Confining Parties or any person or persons acting or lawfully rightfully or equitably

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claiming any title or interest therein from under or in trust for the Vendors/Executors SUBJECT HOWEVER to the rights of the said Tenant and EXCLUDING the said CMDA PORTION.

(c) AND THAT the Purchaser shall and may from time to time and at all times hereafter peacefully and quietly enter into hold possess use own and enjoy the said PREMISES and receive the rents issues and profits thereof without any lawful hindrances eviction interruption disturbance claims or demands whatsoever from or by the Vendors/Executors or the Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors/Executors.

(d) AND THAT free and clear and freely and clearly and absolutely acquitted exonerated released and forever discharged from and by the Vendors/Executors and well and sufficiently waved defended kept harmless and indemnified of and from or against all and all manner of former or other rights title interest liens charges and encumbrances whatsoever created made done occasioned and/or suffered by the Vendors/Executors or the Confirming Parties or any person or persons rightfully claiming through or under or in trust of the Vendors/Executors.

(e) AND THAT the said Premises/Property hereby conveyed is not affected by any attachment including attachment

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(b) EXCEPTING the said tenancy and the area acquired by the Calcutta Municipal Development Authority (hereinafter referred to as the CMDA PORTION) the said Premises is free of all encumbrances and charges.

(c) THAT the Executors/Vendors with the consent and concurrence of the Confirming Parties and each of them have full power and absolute authority to sell and transfer the said Premises and/or any part or portion thereof.

(d) THAT the original title deeds in respect of the said Premises are not traceable inasmuch as the said Premises has been inherited by the said Asit Kumar Ghosh (since deceased) AND the Vendors/Executors and also the Confirming Party hereby agree to keep the Purchaser and its successor and/or successors in interest and assigns indemnified against all losses, damages and claims which the Purchaser may suffer or be exposed to because of the non-availability of the Original Title Deeds and from all actions suits proceedings charges and claims in respect thereof the Executors/Vendors and the Confirming Parties and each of them do hereby assure and covenant with the Purchaser that as and when such title deeds and/or documents or title are found or located the Vendors shall forthwith deliver the same to the Purchaser and till then unless prevented by fire or some other irresistible accident the Vendors/executors

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and the Confirming Parties and each of them shall from time to time and at all material times hereafter upon every reasonable request and at the costs of the Purchaser produce or cause to be produced to the Purchaser and/or the agent of the Purchaser or at any hearing suit commission examination or otherwise as occasions shall require the original documents and writings in respect of the said Premises as and when traced by the Vendors/Executors and the Confirming Parties and the Vendors/Executors and the Confirming Parties shall keep such documents safe whole unobliterated and uncanceled.

(e) That there is no impediment or legal bar in the Vendors/Executors selling and transferring the said undivided share in the said Premises in favour of the Purchaser herein.

(f) Relying on the aforesaid representations and assurances and believing the same to be true and acting on the faith thereof the Purchaser has agreed to purchase and acquire the said Premises/Property in as-is-where-is condition (excluding the CMDA PORTION BUT SUBJECT TO the rights of the said Tenant).

IV. AND it is hereby agreed and declared by and between the parties that in the event of any amount being payable on account of arrears of Rates and Taxes (hereinafter referred

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As to "RATES AND TAXES" the same shall be paid and discharged by the Purchaser to the extent of the share sold and transferred in favour of the Purchaser herein and the Purchaser has agreed to keep the Vendor and the Confirming Parties indemnified against all actions suits proceedings demands costs charges and expenses in respect thereof.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the Municipal Premises No. 11 Sarat Bose Road, Calcutta 700 020 containing by admeasurement an area of 37 Cottahs 13 Pottacks and 12 Sq.ft. (be the same a little more or less) TOGETHER WITH the buildings, and other out-houses and structures situated and standing thereon (the situation of the Premises has been shown and delineated in the map or plan annexed hereto and bordered in "RED" thereon) within Police Station Bhowanipore, Dist. Registration office 24 Parganas (South), Under Ward No. 70 of The Calcutta Municipal Corporation and butted and bounded as follows :

ON THE EAST	Partly by No. 9 Sarat Bose Road and partly by No. 11/1 & 11/2 Sarat Bose Road, Calcutta.
ON THE WEST :	By South Club.
ON THE SOUTH :	Partly by Premises No. 11/3, Sarat Bose Road and Common Passage.
ON THE NORTH :	By the Premises No. 231/1 A J C Bose Road, Calcutta belonging to the Estate of Late Asit Kumar Ghosh (Calcutta Nursing Home).

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THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT the Constructed Space unit admeasuring 507 sq.ft. (be the same a little more or less) in the ground floor of the building at the said Premises having a separate and independent entrance situation whereof is shown and delineated in the map or plan annexed hereto and bordered in "BROWN" thereon and ALSO TOGETHER WITH undivided 1/12th share in the land comprised in the said premises as mentioned in the First Schedule hereinabove written AND ALSO TOGETHER WITH undivided 1/12th share or interest in the common pathways passages staircases and other common parts and portions of the said premises.

IN WITNESS WHEREOF the parties hereto have herunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED AND DELIVERED by the VENDORS/EXECUTORS at Calcutta

in the presence of :

Rajgani Dasg Advocate
Soumen Mukherjee Advocate

Pradip Kumar Ghosh

Sunil Krishna Ghosh

SUNIL KRISHNA GHOSH & PRADIP KUMAR GHOSH
EXECUTORS TO THE ESTATE OF LATE ASIT KUMAR GHOSH

SIGNED AND DELIVERED by the CONFIRMING PARTIES at Calcutta

in the presence of :

Rajgani Dasg Advocate
Soumen Mukherjee Advocate

Pradip Kumar Ghosh

Smriti Rani Mukherjee

RECEIVED of and from the withinnamed
PURCHASER the withinmentioned sum of
Rs.4,25,000/- (Rupees Four lacs twenty
five thousand) only. being the consi- Rs.4,25,000.00
deration money payable under these
presentments as per memo below :

MEMO OF CONSIDERATION

By Pay Order No. 111843 dated 2/3/2001
drawn on ~~India Bank~~ ~~Sanat Bose Road~~ Branch
Calcutta in favour of the Executors/
Verdors. Rs.4,25,000.00
Total - Rs.4,25,000.00

(Rupees Four lacs twenty five thousand only)

WITNESSES :

Shalomi Bag
High Court, Calcutta
Srinomon Mukherjee Advocate
High Court, Calcutta

Pradip Kumar Ghosh
Sunil Krishna Ghosh
SUNIL KRISHNA GHOSH & PRADIP KUMAR GHOSH
EXECUTORS TO THE ESTATE OF LATE ANIL KUMAR GHOSH

DRAFTED AND PREPARED in my
Office

Shalomi Bag
S. S. BAG
ADVOCATE
HIGH COURT, CALCUTTA