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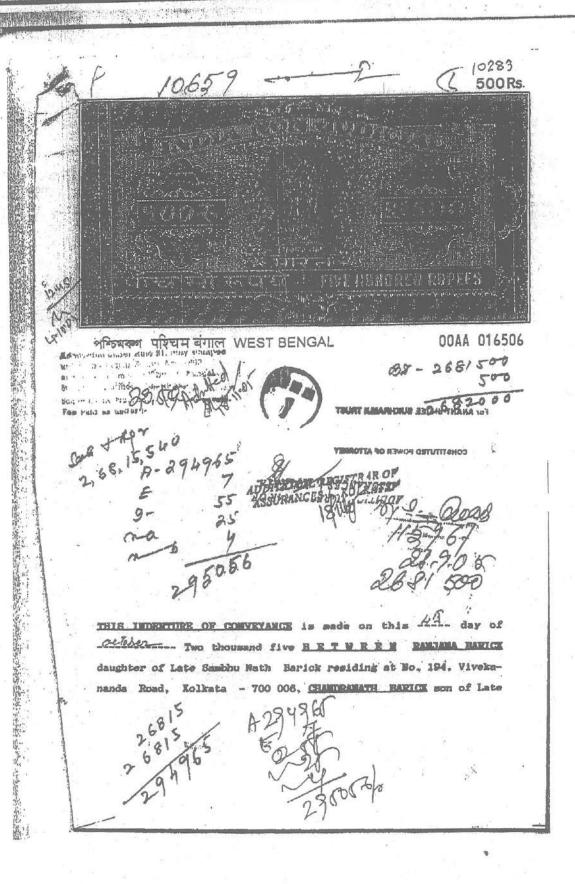
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John Receivers

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William Commission of the American Commission of the Commission of

Sarajendra Nath Barick residing at No. 3, Raja Raj Krishna Street, Flat No. A2, Kolkata-700 006 and SARBAJIT BARICK son of Late Sachindra Nath Barick residing at No. 8, Chittaranjan Avenue, Kolkata - 700 072 appointed as Joint Redeivers by the Hon'ble Appeal Court of Calcutta High Court by the Order dated 10.12.2003 passed in Testamentary Matter No. 117 of 1973 (hereinafter called "the Vendors /the Joint Receivers") of the ONE PART A N D ANANT SHRI SUKHRAMII TRUST a registered Institution duly registered under Rajashthan Public Trust Act, 1959 and having its Registered Office at Ramdham Ramchowki, P.O. Birai Teh. Bhopalgarh, District Jodhpur, Rajasthan and represented by the Masagiwg Trustee Swami Sunder Dasji Maharaj through his Attorney holder S. S. Patodia, hereinafter referred to as "the Purchaser" (which expression shall unless excluded by or repugmant to the context be deemed to mean and include its successors or successors-in-office and assigns) of the OTHER PART.

WHEREAS:

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A. It has been represented by (1) SM. RANJANA BARICK daughter of Late Sambhu Nath Barick, (2) RUP KUMAR BARICK son of Late Sambhu Nath Barick, (3) SMT. KALPANA PAUL wife of Late Gorachand Paul and daughter of Late Sambhu Nath Barick, (4) SALTL BARICK son of Late Sambhu Nath Barick, (5) SMT. ANJANA GHOSH wife of Prasanta Ghosh and daughter of Late Sambhu Nath Barick, (6) SUNANDO BARICK son of Late Sambhu Nath Barick all residing at No. 194, Vivekananda Road, Kolkata - 700 006, (7) SMT. SANDHYA RANI BARICK wife of Late Sarojendra Nath Barick, (8) SMT. BANDANA THE REPORT OF THE PERSON OF TH 1 7 Chaudraneth Banck. Joint Receivers In G.A. No.-4122 of 2003 Testamentary Messer No. 117 pt 1973 5) alaida walk abarich 4122-10 200 2 Taylum nech 117 6 1923 a 3. Q.Q. K. Sarly6. Subaji it Bai ca: 8mt Oneni ni B. A. 809/22 of 8003. Tuhul John Receivers is G./ Na.-4122 of 2003 at & Cei Ang An An 28 117 of 1973 Calasta HI Moultante Application of the second 181

HAZEA wife of Dr. Susanto Hazra and daughter of Late Sarojendra Nath Barick, (9) SMT. ARCHANA SETT wife of Dr. Asoke Sett and daughter of Late Sarojendra Nath Barick, (10) SRI INDRANATH BARICK son of Late Sarojendra Nath Barick, (11) SMT. DARPANA DEY wife of Sri Surojit Dey and daughter of Late Sarojendra Nath. Barick, (12) SMT. ALPANA SEN wife of Sri Arjun Sen and daughter of Late Sarojendra Nath Barick (13) SM. PUSPITA BARICK daughter of Late Sarojendra Nath Barick, (14) SMT. SUPARNA MITRA wife of Amit Mitra and daughter of Late Sarojendra Nath Barick all residing at 194, Vivekananda Road, Kolkata - 700 006, (15) SRI CHANDRANATH BARICK son of Late Sarojendra Nath Barick residing at 3, Raja Raj Krishna. Street, Flat No. A-2, Kolkata-700 006, (16) SUNDAR NATH BARICK, (17) SUBRATA NATH BARICK (18) SUDARSAN BARICK and (19) SARBAJIT BARICK all sons of Late Sachindra Nath Barick all residing at 8, Chittaranjan Avenue, Kolkata - 700 072 (hereinafter collectively referred to as "THE OWNERS") to the Purchaser that-

- (a) Kalipada Barick (since deceased) was owner of the several properties including Fremises No. 156B, Manicktola Main Road, Kolkata - 700 054;
 - (b) the said Kalipada Barick executed a Will on 6th November, 1918 and in the said Will it was, inter alia, provided that the Testator would purchase three houses in the name of his three daughters namely Bivabati, Sovabati and Haimabati and the rest and residue of the

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> assets left by the Testator after meeting all expenses and liabilities, would be devolved upon his three sons namely Sambhu Nath Barick, Sarojendra Nath Barick and Sachindra Nath Barick and Probate in respect of the said Will was granted on 11th September 1919 by the Calcutta High Court.

- (c) Sambhu Nath Barick, Sarojendra Nath Barick and Sachindra Nath Barick purchased a landed property being Premises No. 262, Vivekananda Road, Kolkata for the said three daughters.
- (d) Sachindra Nath Barick filed an application in the pending Testamentary matters being Testamentary Matter No. 117 of 1973 which has been disposed of by the Hon'ble Justice Barin Ghosh by his order dated 26.8.96 directing the Joint Administrators who are appointed as Joint Receivers to sell the Premises No. 262, Vivekananda Road, Kolkata and the Joint Receivers complied with the said Order of the Hon ble High Court.
- (e) The said three sons namely Sambhunath Barick, Sarojendra Nath Barick and Sachindra Nath Barick became the absolute owners of the properties left by the Late Kalipada Barick including Premises No. 156B, Manicktola Main Road, Kolkata though administration of the Estate had not been fully completed.
- (f) The present Owners, being the heirs of three branches namely Sambhu Nath Barick, Sarojendra Nath Barick and

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Sachindra Nath Barick each having 1/3rd share in Premises No. 156B, Manicktola Main Road, Kolkata containing an area of 5 Bighas more or less (including water body) with structures constructed thereon (hereinafter called "the said Premises"), became owners of the said Premises.

- (g) Land Acquisition Collector, Government of West Bengal issued an order of requisition under West Bengal Land (Requisition and Acquisition) Act, 1948 Order No. 13/91 & 14/91 and II/48 dated 26.9.91 for requisition of the said Premises.
- (h) Rama Rolling Mills was a Lessee in the said Premises and they were claiming possession of the said Premises though lease expired long back but pursuant to the Requisition Order as stated above the said Premises was in possession of the First Land Acquisition Collector of No. 5, Bankshall Street, Kolkata 700 001.
- (i) The aforesaid order of requisition No.13/91 & 14/91 and II/48 dated 26.9.91 was under challange in C.O. 16210 (W) of 1991 in the High Court at Calcutta filed by Rama Rolling Mills and an appeal being FMA No. 99/2003 CAN No. 1039/2003 was pending before the Hon'ble High Court at Calcutta, Civil Appellate Jurisdiction (Appellate Side) and thus the said Premises was subjudice due to

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- (j) Betterment fees payable to CIT for acquisition of a portion of Premises No. 156B, Manicktala Main Road, Kolkata has not been paid and/or cleared by the Owners.
- (k) Smt. Ranjana Barick, Chandra Nath Barick and Sarbajit Barick have been appointed as Joint Receivers in G.A. No. 4122 of 2003, APOT 674 of 2003, Testamentary Matter No. 117 of 1973, in the High Court at Calcutta, Civil Appellate Jurisdiction, Original Side, in the matter of Kalipada Barick (deceased) (Sundar Nath Barick & Ors. vs. Tapati Ghosh & Ors.) in respect of various properties including the said Premises on 10.12.2003.
- (1) Save and except the aforesaid litigation, there is no other litigation or dispute pending in respect of the said Premises before any Court of Law or Authority or Body or amongst the Owners or by or against any third
 - (m) Neither the Owners nor their predecessors in title nor the Vendors/the Joint Receivers have entered into any Agreement for Sale/Transfer/Lease/Tenancy/License or otherwise with any person in respect of the said Premises other than lease with Rama Rolling Mills nor they have received any money by way of advance or otherwise with intent to deal with the said Premises.

- (n) Neither the Owners nor the Vendors/the Joint Receivers
 have received any compensation/rent from the Government
 of West Bengal or any other Authority on account of
 requisition/acquisition of the whole or any part of the
 - (c) Sambhu Nath Barick died intestate on 2nd August, 1990 leaving his heirs and legal representatives namely Ranjana Barick, Rup Kumar Barick, Smt. Kalpana Paul, Salil Barick, Smt. Anjana Ghosh and Sunando Barick and now the Owner Nos. 1 to 6 are the present owners of undivided 1/3rd share in the said Premises of the said Branch.
 - (p) Sarojendra Nath Barick died intestate on 11th July. 1995 leaving his heirs and legal representatives namely Smt. Sandhya Rani Barick, Smt. Bandana Hazra, Smt. Archana Sett, Sri Indranath Barick, Smt. Darpana Dey. Smt. Alpana Sen, Sm. Puspita Barick, Smt. Suparna Mitra and Sri Chandranath Barick and now Owner Nos. 7 to 15 are the present owners of undivided 1/3rd share in the said Premises of the said Branch.
 - (q) Sachindra Nath Barick died on 14.6.1998 leaving a Will dated 14.5.1998 whereby the said Sachindra Nath Barick bequeathed all his properties including the said Premises in favour of his four sons namely Sundarnath Barick, Sudarsan Barick, Subrata Barick, Sarbajit

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Barick and Probate of the said Will was granted on 3.10.2001 by Calcutta High Court and Owner Nos. 16 to 19 are the present owners of undivided 1/3rd share in the said Premises of the said Branch by virtue of the Will of Sachindra Nath Barick.

B. At the request of the Owners, the Vendors/the Joint Receivers entered into a Memorandum of Understanding dated 1st April 2004 with the Purchaser wherein the Owners/ Joint Receivers agreed to sell and the Purchaser agreed to purchase of the said agreed to sell and the Purchaser agreed to purchase of the said Premises No. 156B, Manicktola Main Road containing land measuring an area of 5 Bighas more or less with structures constructed an area of 5 Bighas more or less with structures constructed thereon excluding the land covered under the Road Alignment Scheme of C.I.T, comprised in the said Premises subject to actual measurement jointly by the parties on as is where is basis with right to realiss/receive compensation money/rent arising out of acquisition/requisition notice issued by the First Land Acquisition Collector in respect of the said Premises subject to

- (a) requisition/acquisition proceedings in respect of the said Premises and Appeal FMA No. 99/2003 CAN No. 1039/2003 pending before the Hon'ble High Court at
- (b) possession of the said Premises with First Land Acquisition Collector and/or any other Government Department or body by virtue of such requisition notice and no other person;
- (c) possession and rights of Rama Rolling Mills as

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Lessess/occupiers under the Owners in respect of the said Premises;

- (d) Road Alignment Scheme of Calcutta Improvement Trust and subject to clause (b) above but otherwise free from all other encumbrances, charges, liens, lispendens, trust, execution/ attachment proceedings at or for the price of of land calculated at the rate of Rs. 3,03,000/- (Rupees three lacs and three thousand) only per Cottah subject to actual measurement by the parties jointly and the Purchaser paid to the Vendors/the Joint Receivers herein, on behalf of the Owners, a sum of Rs.40,00,000/- (Rupees Forty lacs only) by way of advance and in part payment of the consideration money and the Vendors/the Joint Receivers issued receipts acknowledging receipt of advance of Rs.40,00,000/-
- (e) On joint measurement between the parties the actual area of land is found 87.18 cotahs and additional land (including water body) measuring an area of 24.87 cottahs and it is made clear that the actual price has been determined on the basis of 87.18 more or less and the area of land 7.4 cottahs more or less covered under Road Alignment Scheme of C.I.T.has not been taken into account in determining the price of the property
- C. The Joint Receivers filed an Application in G.A. No. 2073 of 2004, P.L.A. No. 117 of 1973 in the Calcutta High Court in its Testamentary and Intestate Jurisdiction before Calcutta High

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Court to obtain leave to transfer and assign the right, title and interest of all the present owners in respect of Premises No. 156B. Manicktola Main Road in favour of Anant Shri Sukhramji Trust, the Purchaser herein, and pursuant to the said Application the Hon'ble Mr. Justice Subhro Kamal Mukherjee passed an order dated 17th June 2004 whereby leave was granted to the Vendors/the Joint Receivers to transfer and assign the right, title and interest of the owners of Premises No. 156B, Manicktola Main Road in favour of Anant Shri Sukhramji Trust.

- D. The Purchaser has represented to the Owners that pursuant to the terms of arrangement with Joint Receivers,
 - (i) the Purchaser had entered into an agreement with Rama Rolling Mills and acquired all their right and interest in the property as well as their right under Appeal and Contempt Petition.
 - (ii) Settlement Agreement has been executed on 4th May 2005 between Calcutta State Transport Corporation (CSTC) of the First Part, the Owners of the Second Part and Rama Rolling Mills of the Third Part whereunder terms of settlement has been recorded.
 - (iii) Rama Rolling Mills have withdrawn Contempt Petition and an Order has been passed on 16th May 2005.
 - (iv) Disputes under the Appeal have also been settled by an order dated 16th June 2005 passed by Mr. Justice Ashok Ganguly and Mr. Justice Tapan Kumar Dutta in FMA No. 99 of 2003.

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B. The Purchaser on 20.7.2004 paid a sum of Rs. 40,00,000/- by way of advance and on the 16th December 2004 paid a sum of Rs. 80,00,000/- by way of further advance to the Vendors/the Joint Receivers and the Vendors/the Joint Receivers acknowledged the receipt of the advance of Rs. 40,00,000/- and further advance of Rs. 80,00,000/-.

ing with the Joint Receivers on 4th August 2005 to acquire homestead land (including water body) with structure measuring an area of 24.87 cottabs (on actual measurement) at or for the price of lumpsum amount of Rs. 4,00,000/- (Rupees four lace only) on as is where is basis and the Purchaser has paid on 4th August 2005 the sum of Rs.4,00,000/- to the Joint Receivers, receipt of which sum the Joint Receivers admitted and acknowledged.

G. On 19th September 2005 an order has been passed by the Calcutta High Court in G. A. 2978 of 2005/ T.S. No. 117 of 1973 (Sundar Nath Barick & Ors. Vs. Tapati Ghosh, Administrator at Litem & Ors.) confirming the sale of the entire Premises No.156B, Manicktala Main Road, Kolkata in favour of the Purchaser for the price of Rs. 2,68,15,540/- (Rupees Two Crores sixty eight lacs fifteen thousand five hundard forty only), a copy of the said Order is annexed hereto and marked with letter "A".

H. Pursuant to the aforesaid agreement, negotiation and orders passed by the Calcutta High Court, the Purchaser has requested the Vendors/the Joint Receivers to execute and register a Deed of Conveyance in favour of the Purchaser in respect of the aggregate

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land measuring an area of 119.45 cottahs (including water body) with structures more particularly described in the First Schedule hereunder written and as shown in red border in the plan annexed hereto being Premises No. 1568, Manicktolla Main Road, Kolkata which includes the land measuring an area of 7.4 cottahs more or less covered under the Road Alignment Scheme of C.I.T, as shown in yellow border in the plan annexed hereto comprised in the said premises for the price of Rs.2,68,18,540/- (Rupees Two crores sixty eight lacs fifteen thousand five hundred forty only).

NOW THIS INDENTURE WITNESSETH as follows :-

the sum of Rs. 1,64,00,000/- (Rupees One Crore and sixty four lacs only) paid by the Purchaser to the Vendors/the Joint Receivers by way of earnest money and in part payment of the consideration money from time to time and in further consideration of payment of balance consideration money of Rs.1,04,15,540/- (Rupees One Crore four lacs fifteen thousand five hundred forty only) paid by the Purchaser to the Vendors/the Joint Receivers simultaneously with the execution of these presents aggregating to Rs. 2,68,15,540/- (Rupees Two crores sixty eight lacs fifteen thousand five hundred forty only) being the total consideration money as per Memo below (the receipt of which sum the Joint Receivers/Vendors do hereby admit and adknowledge and of and from the same and every part thereof do hereby acquit release and forever discharge the Purchaser and the said Premises hereby

- (e) That the Vendors/the Joint Receivers have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing whereby the said Premises or any part thereof hereby granted, sold, conveyed, transferred, assigned or assured or expressed or intended so to be given may be impeached encumbered, effected in title.
- The Vendors/the Joint Receivers have delivered to the Purchaser all the documents of title, evidences and (2) writings relating to the said Premises, which were in their custody and possession as described in the Second Schedule hereunder written. Further the Vendor shall and will unless prevented by fire or other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser or any person or persons lawfully or equitably claiming through the Purchaser any estate or interest in the said Premises comprised in any such document produce or cause to be produced at such times, in such places and before such persons as the Purchaser shall require all or any of the said deeds and writings for the proof, defence and support of title and possession of the Purchaser or such other person or persons as aforesaid And also at the like request and cost deliver or cause to be delivered such attested and other copies of or extracts of such documents and all or any of the

lispendens, attachments and liabilities of whatsoever nature but subject to road alignment Scheme whatsoever unto and to the use of the Purchaser absolutely and forever.

- The Vendors/Joint Receivers on this day have delivered symbolic possession of the said Pramises to the Purchaser.
- 3. The Joint Receivers do hereby covenant with the Purchaser as follows :-
 - (a) That notwithstanding any act deed matter or thing whatsoever heretofore done committed or knowingly suffered by the Vendors/the Joint Receivers to the contrary, the Joint Receivers are lawfully held or otherwise well and sufficiently entitled to the said premises hereby sold granted transferred conveyed assigned and assured as an absolute and indefeasible estate and inheritance thereof free from all encumbrances whatsoever.
 - (b) That the Joint Receivers have good right, full power and absolute and indefeasible authority to sell grant transfer and convey the said Premises and every part thereof unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents.
 - (c) That it shall be lawful for the Purchaser at all times hereafter peaceably and quietly to enter into and upon and hold occupy and enjoy the said Premises and receive the rent issues and profits thereof without any lawful

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said deeds and writings as the Purchaser may require And shall and will in the meanwhile keep the said Indenture and writings safe, whole, unobliterated and uncancelled.

- 4. The Vendors/the Joint Receivers do hereby further declare and covenant with the Purchaser that the original documents of title by virtue of which Klipada Barick, deceased acquired Premises No. 156B, Manicktolla Main Road, Kolkata and the Present Owners are claiming as Owners of the said Premises are not in the custody or possession of the Vendors/Joint Receivers as well as the Present Owners of the said Premises and if at any time the original documents of title as mentioned above come in their or the Present Owners' custody or possession, they would deliver the same to the Purchaser within 15 days from the date on which it would come in their possession and custody.
- 5. The Purchaser shall bear and pay all stamp duty, registration fees and all other costs and expenses payable in connection with execution and registration of this Deed of Conveyance.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land measuring 119.45 cottahs equivalent to 86004 sq.ft. (including water body) more or less which includes the area of land measuring 7.4 cottahs more or less falls under Road Alignment Scheme of Kolkata Improvement Trust as shown in yellow border in the map or plan annexed hereto

together with structures constructed thereon with asbestos / corrogated sheds within Premises No. 1868, Manicktolla Main Road, Kolkata - 700 054 and fully shown in red border in the map or plan annexed hereto within the limits of the Kolkata Municipal Corporation, P. S. Manicktolla, Ward No. 32, Sub-Registry Office Sealdah in the District of Massac 24 - Parganas and butted and bounded as follows:

On the North Premises No. 24, Canal Road

On the South Manicktola Main Road

On the East Premises No. 157A, Manicktola Main Road

On the West Municipal Road towards Purbasa Housing Estate

THE SECOND SCHEDULE ABOVE REFERRED TO

- Notarially Certified copy of Probate to the Will of Kalipada Barick dated 11th September 1919 passed by the Hon'ble High Court, Calcutta
- Notarially Certified copyof the Order No. 13/91 & 14/91 and II/48 dated 26.9.1991 passed by the Land Acquisition Collector, Government of West Bengal.
- Certified copy of Order dated 26.8.1996 passed by the Hon'ble High Court at Calcutta in Testamentary Matter No. 117 of 1973.
- Certified copy of the Orders dated 17th June 2004 and 19th September 2005 passed by the Hon'ble High Court at Calcutta in T.S. No. 117 of 1973.

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

STONED and DELIVERED by the above-nemed Vendors/ Joint Receivers Ranjana Barick, Chandranath Barick and Sarbajit Barick in the presence

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founday, Solice for + Advo cate 5, N/S. Road, Kolusta - 7000 17.

SIGNED and DELIVERED for and on behalf of Amant Shri Sukhramji Trust by Mr. S. S. Patodia, authorised person, in the presence of :

Ranjana Barrick Chandraneth Barick. Joint Receivers
in GLA New-122 of 2003
Testerolementy Mester No.
117 of 1973

> Join' R-04 48 8 In G A. Testame

For AMANY SHREE SUKHRAMAN TRUST 5 Patood

Younday, Solicitor + Advocate 5, N. S. Road. Krtnata. 700017.

مردور VIJAY SARAF 150 c maniktulia Train Road Kol Katta

MEMO OF CONSIDERATION

RECEIVED the withinmentioned sum of Rs.2,68,15,840/- (Rupees Two drores sixty eight lacs fifteen thousand five hundred forty only) from the withinnamed Purchaser in the manner following:-

1. Demand Drafts Nos.197169 to
197173 dated 2.4.2004 drawn on
state Bank of Bikaner & Jaipur
in Eavour of the Joint Receivers the sum of
ceivers Rs.40,00,000/. as and by way
of earnest money on 2.4.2004.

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Rs. 40,00,000/-

2. Cheque No.284048 dated 20.7.2004 drawn on State Bank of Bikaner & Jaipur in favour of the Joint Receivers the sum of Rs.40,00,000/- as and by way of earnest money on 20.7.2004.

Rs. 40,00,000/-

3. Cheque No.284062 dated
9.12.2004 drawn on State Bank
of Bikaner a Jaipur in favour
of the Joint Receivers the sum
of Es.80,00,000/- as and by
way of further earnest money
on 16.12.2004

Rs. 80,00,000/-

4. Cheque No.284067 dated
4.8.2005 drawn on State Bank
of Bikaner & Jaipur in favour
of the Joint Receivers the sum
of Rs.4,00,000/- as and by way
of further advance on
17.8.2005

Rs. 4,00,000/-

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Cheque No.284069 dated 4.10.2005 drawn on State Bank of Bikaner & Jaipur in favour of the Joint Receivers the sum of Rs.1,04,15,540/- being the balance consideration money on 4.10.2005

Rs.1,04,15,540/-

Total:

Rs.2,68,15,540/-

(Rupees Two Crores sixty eight lacs fifteen thousand five hundred forty only)

Witnesses

of Hennich 1.

2. Acenthy, Stice mr Advocate

Ranjana Barick Chardraneth Barick. Jusque Barray

Joint Receivers in G.A. No.-4122 of 2003 Testameneary Mester No. 117 of 1973

Vendors/Joint Receivers

SPECIMEN FORM FOR TEN FINGERPRINTS

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DATED THIS 4 DAY OF Ochobor , 200

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BETWEEN

RANJANA BARICK & ORS.

A N D

ANANT SHRI SUKHRAMJI TRUST



INDENTURE OF CONVEYANCE

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CERTIFIED TO BE TRUE COPY

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Sand Sol: 5 No.1

Sandersons & Morgans Solicitors & Advocates 5. Netaji Subhas Road Kolkata - 700 001

CHECKED BY

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Additional Registrar of Assurances-I, Kolkata

25/10/12