

GENEOLOGICAL FLOW CHART (5A SANTRA PARALANE)

① BAJDIYANATH BYASACK
S/O. LATE BAMA CHARAN BYSACK

② DWARKA NATH BYSACK
S/O. LATE BAMA CHARAN BYSACK

* PROPERTY ACQUIRED by the Court Order of ARBITRATION ACT X of 194, in Sec. 38 of Case No. - 598 of 1976-1977.

5, SANTRA PARALANE.

** The side agreement registered on 10/02/1977 at R.A. Calcutta in Book No. - I, Vol No. - 56. Deed being NO. - 543 in the year 1977.

LAND AREA
5K-08CH-00Sft.

*** The said property mentioned in the Schedule NO. 5 of the ARBITRATION AGREEMENT dated 12/09/1970, in Page NO. - 3, 5 & 11.

SRI. DWARKA NATH BYSACK made WILL in his life time

The executor of that will was appointed to his eldest son SRI. HARA KUMAR BASAK
WILL dated 20/12/1976

SRI. DWARKA NATH BASAK DIED ON 27/12/1977

SMT. NILABATI BASAK DIED ON 13/05/1983
W/O. LATE DWARKA NATH BASAK

PROVED of the WILL is granted on 25/09/2000 by Hon'ble High Court at Calcutta, vide P.L. AND. - 302, in the name of SRI. HARA KUMAR BASAK (Executor)

(Land area - 5K-8CH-0Sft)

SRI HARA KUMAR BASAK executed registered a deed of ASSENT of the WILL on 08/01/2003 by deed being NO. - 00119.

(5A, SANTRA PARALANE, LAND AREA 5K-08CH-00Sft.)

[These present Owners mutated their name in the record of KMC.]

SRI. HARA KUMAR BASAK
(S/O. DWARKA NATH BASAK)

SRI. DEB KUMAR BASAK
(S/O. DWARKA NATH BASAK)

SMT. KALYANI BASAK
(D/O. DWARKA NATH BASAK)



In the Court of Mr. Justice
at Beetham

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~~F-182~~
~~But~~

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1416 1416

W/D

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Handwritten signature and initials.

3992
 Copy under R. No. 390 for 1977
 St. I. No. Page
 Serial No. 543 for 1977
 Jurisdiction Dept. dated
 Jajayanti on 10/1/77 7.00
 6.00

Deed No 543 for 1977

- India Court fee Rs 2/- High Court original side 18 Jan 1977
- India Court fee 25p High Court original side 18 Jan 1977
- India Court fee Rs 4/- High Court original side 18 Jan 1977
- India Court fee Rs 5/- High Court original side 18 Jan 1977
- India Court fee Rs 20/- High Court original side 18 Jan 1977
- India Court fee 40p High Court original side 18 Jan 1977
- India Court fee 30p High Court original side 18 Jan 1977

Handwritten signature.



Handwritten notes on the left margin:
1895
1897
1898

Admissible under Rule 25, Galy Stamp
under the Indian Court Fee Stamp Act 1870
Date as amended by W. Bengal Stamp
Amendment Act 1962 & 64

Schedule 1 A no. 45

Fee paid as under:—

- ₹ 1711-50
- M. P. 20
- M. P. 2-
- N 2-50

Rs 1736-00

Handwritten signature and notes:
S. K. Rao
Registrar - up to 10/2/77
10/2/77



Award Case

No. 130 OF 1976.

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction

Sec. 32 Case No. 598 of 1976-1977
Certified that the full stamp duty chargeable on the
Instrument under the Indian Stamp Act amounting to
Rs. 1.10 P (Rupee One and Paise ten) only has been
paid in stamps/under chalan No. 61 dated 17.12.76.

Calcutta Collectorate

Sd/- Illegible 17.12.76
Collector of Stamp Revenue
Calcutta

The 17.12.1976.
Sd/- Illegible
17.12.76.

Sd/-Illegible
17.12.76.

CALCUTTA COLLECTORATE
No. 598
OF 1976-77
ADJUDICATION
FEE Rs. 5/- PAID
Under Section 31 Act
II of 1899
Rs. five only
STAMP DEPARTMENT

President of the Union of India.

Seal

In the Matter of the Indian Arbitration Act X of 1940

-And-

In the Matter of an Arbitration Agreement dated the 12th day of
September 1970

-And-

Baidya Nath Bysack residing at No.321, Rabindra Sarani, Calcutta
within the jurisdiction aforesaid.

-Versus-

Dwarkanath Bysack, residing at No.321, Rabindra Sarani, Calcutta
within the jurisdiction aforesaid.

Whereas by an Agreement dated the twelfth day of September
One thousand nine hundred and seventy entered into by and between
the parties the matters in dispute and difference between them were



referred to Arbitration of the Arbitrator. And whereas the said Arbitrator delivered his award in writing and dated the eleventh day of October One thousand nine hundred and seventy two (which is hereto annexed and marked 'A'). And this case coming on this day for judgment upon the said award before the Honourable Salil Kumer Roy Chowdhury one of the Judges of this Court in the presence of the advocate for Baidyanath Bysack (Dwarkanath Bysack not appearing either in person or by advocate) And a sufficient Court fee having been paid. It is declared that the said award ought to be carried into effect and the same is ordered and decreed accordingly. And it is further ordered and decreed that the costs of filing of the said award and of obtaining judgment thereon (to be taxed by the Taxing Officer of this Court) be borne and paid by the parties in proportion to the value of their respective shares. Witness Shri Sankar Prasad Mitra Chief Justice at Calcutta aforesaid the fifteenth day of September in the year One thousand nine hundred and seventy six.

Fowler & Co. - Attorneys.

Salil K. Roy Chowdhury

Judge.

S. Mitra.
22. 12. 76.
Master.

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Schedule "A" referred to in the annexed Decree made in Award case No.120 of 1976 and dated the 15th day of September 1976.

S. Mitra.
22.12.76
Master.

Sec. 40(1) b. P. O. Case No.22 of 1973-74
Certified that the proper stamp duty chargeable upon this instrument has this day been levied under Section 40(1) b. Indian Stamp Act. Difficient stamp duty Rs.3414.10 (Rupees three thousand four hundred fourteen and paise ten)

U/c No. 2 dt. 2.1.76.
and penalty Rs.50/- (Rupees fifty) under Challan No.44 dt. 23.6.76. has been recovered from M/s. Fowler & Co. of 12, Government Place East Cal-69, and credited to Government this day under challan Nos.2 dt. 2.1.76 and 44 dt. 23.6.76.

Calcutta Collectorate
The 23. 6. 1976.

Sd/- Illegible
23.6.76
Collector of Stamp Revenue
Sd/- Illegible,
23.6.76.

IN THE MATTER of the Arbitration Act 1940

and

IN THE MATTER of

an Arbitration Agreement dated the
12th day of September 1970

Between

BAIDYA NATH BYASACK son of Bama Charan
Byasack deceased residing at No. 321
Rabindra Sarani, Calcutta-6

And

DWARKA NATH BYBACK son of Bama Charan
Byasack deceased residing at No. 321
Rabindra Sarani, Calcutta-6

Referred



2

Referred to the Honorary Arbitrator
Shri Subodh Kumar Sett.

WHEREAS in pursuance of an agreement in writing dated the 12th day of September 1970 made between Baidya Nath Bysack son of Bama Charan Bysack deceased residing at No.321 Rabindra Sarani (formerly known as 352 Upper Chitpore Road) Calcutta-6, (hereinafter called "the First Party") and Dwarika Nath Bysack son of the said Bama Charan Bysack deceased residing at No.321 Rabindra Sarani, (formerly known as 352 Upper Chitpore Road) Calcutta-6, (hereinafter called "the Second Party") have referred to me Shri Subodh Kumar Sett son of Late Kamal Krishna Sett residing at 58/2B Pathuriaghata Street, Calcutta-6, the matter in dispute between them inter alia in respect of partition of the immovable properties held by them jointly, moveable properties and Debutter Estate Etc.

AND WHEREAS the parties have agreed that an interim Award may be made relating to partition of immovable properties.

NOW I the said Subodh Kumar Sett the Honorary Arbitrator having heard (Sri Sambhu Das Sett son of Shib Das Sett deceased of No.3 Abhay Ghosh Lane, Calcutta-4, the Constituted Attorney of the First Party and Sri Sanat Kumar Basak son of Ripendra Basak, deceased of No.347/B, Rabindra Sarani, Calcutta-6 the Constituted Attorney of the Second Party) hereto and considering various documents produced before me.

7. ...



- 3 -

and the parties hereto having agreed to the valuation of the joint properties and after hearing the submissions and arguments made before me by the respective parties and pursuant to the decision arrived at by the parties regarding an Award in respect of the immoveable properties alone of the joint estate I do hereby make my Award as follows :-

I. I Award firstly that in lieu of the right, title and interest of the FIRST PARTY in respect of the properties described in Second Schedule hereunder written and subject to the provision hereafter appearing, the properties specified below, namely,

	<u>Value at Rs.</u>
1. 321 Rabindra Sarani (formerly known as 352 Upper Chitpore Road)	Rs. 1,01,513.50
2. 27 Prasanna Kumar Thakur Street	Rs. 31,280.00
3. 25/1A Ratan Sarkar Garden Street	Rs. 67,345.00
4. 25/1B Ratan Sarkar Garden Street	Rs. 38,896.00
5. 5 Santra Para Lane ...	Rs. 21,509.83
	<hr/> Rs. 2,60,544.33

more fully mentioned and described in the First Schedule hereunder be absolutely allotted to the FIRST PARTY his heirs, executors, administrators, representative and assigns who will possess use, enjoy and hold the same absolutely and for ever to the exclusion of others including the SECOND PARTY hereto. I further Award and direct that FIRST PARTY will alone be entitled to withdraw all moneys deposited in T.T. Case No. 20C of 1962 of the Court of Small Causes, Calcutta, Third Bench (Baidya Nath Bysack & Anr. versus. M/s. Onkarmal Manicklal). Pursuant to the direction given by the Hon'ble High Court in Civil Revision Case No. 3293 of 1967 in respect of premises No. 25/1B Ratan Sarkar Garden Street, Calcutta and shall also remain liable to pay compensation to Onkarmal Manicklal for structures standing thereon or part thereof being premises No. 25/1B Ratan Sarkar Garden Street, (if it be so directed by the competent Court) under the provision of the Calcutta Thika Tenancy Act 1949.

II. I award secondly that in lieu of the right, title and interest of the SECOND PARTY in respect of the properties described

in FIRST SCHEDULE hereunder written and subject to payment of an
owelty monty to the FIRST PARTY amounting to Rs. 23,938.84 P. (Rupees
twenty-three thousand nine hundred thirty-eight and paise eighty-
four) the properties specified below, namely :-

	<u>Valued at Rs.</u>
1. 146, Rabindra Sarani formerly known as 9, Upper Chitpore Road	Rs. 2,36,264.00
2. 13, Nintola Ghat Street	Rs. 31,514.00
3. 12, Nintola Ghat Street	Rs. 25,920.00
4. 5, Santra Para Lane	<u>Rs. 14,724.00</u>
	Rs. 3,08,422.00

morefully mentioned and described in the Second Schedule hereunder
written be absolutely allotted to the SECOND PARTY his heirs,
executors, administrators, representatives and assigns who will
possess use enjoy the held the same absolutely and for ever
to the exclusion of others including the FIRST PARTY hereto.

III. In consideration of the SECOND PARTY agreeing to meet
and pay all existing liabilities both ascertained and unascertained
in respect of all the joint family properties described in the
FIRST AND SECOND SCHEDULE vis. arrears of Municipal Tax, Income
Tax, Wealth Tax, and dues of the Contractor on account of cons-
tructions, reconstruction and/or repairs of the joint family pro-
perties upto the date of this award. I award and direct thirdly that
the SECOND PARTY shall not be obliged to pay the owelty money amounting
to Rs. 23,938.84 P. to the FIRST PARTY as aforesaid. Some of the said
liabilities which have been ascertained in the mean time in respect of
the joint family properties are given in the THIRD SCHEDULE hereunder
written and the other liabilities could not be ascertained but the
SECOND PARTY will remain liable to discharge the unascertain liabilities
in respect of the joint estate whatever may be the quantum. I further
award and direct that in the event of the total liabilities (ascertained
and unascertained) as aforesaid exceed the owelty monty payable by the
SECOND PARTY to the FIRST PARTY and SECOND PARTY SHALL not be entitled
to claim and the FIRST PARTY shall not be liable to pay any amount
whatever as his share in respect of the said liabilities.

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IV. I award and direct that the title Deeds in respect of premises No. 146 (formerly known as 9 Upper Chitpore Road) and 321, Rabindra Sarani (formerly known as 352 Upper Chitpore Road) (as the premises Nos. 321, Rabindra Sarani and 146, Rabindra Sarani have been conveyed by one and same Deed), 27, Prosanna Kumar Thakur Street, 25/1A, & 25/1B, Ratan Sarkar Garden Street shall remain with the FIRST PARTY and title of Deeds in respect of the premises Nos. 13 & 12, Nimitola Ghat Street and 5, Santra Para Lane shall remain with the Second Party. I further award and direct that the SECOND PARTY shall have the right to take inspection and copies of the title Deeds relating to premises No. 146, Rabindra Sarani (Upper Chitpore Road) absolutely allotted to him as and when required, after giving a notice in writing therefor and on payment of cost for such copies. Similarly the first party shall have the right to take inspection and copies of the title deeds relating to premises No. 5, Santra Para Lane as and when required after giving a notice in writing therefor and on payment of cost for such copies.

V. I award and direct further that the FIRST PARTY shall be entitled to realise the rents in respect of the premises allotted to him exclusively under this award including all arrears of rents remaining unpaid. Similarly the SECOND PARTY shall be entitled to realise rents in respect of the premises allotted to him exclusively under this award including all arrears rents unpaid and further that the FIRST and SECOND PARTIES shall be entitled in equal share the rents deposited by the tenants at the office of the Rent Controller before making of this award. The FIRST PARTY and SECOND PARTY shall bear and pay the costs for withdrawal of such rents in equal shares. The said parties shall also bear and pay in equal share the costs in respect of cases pending in respect of the Joint family properties in the City Civil Court and other Courts till the date of judgment of award to be passed herein.

VI. I award and direct that the FIRST PARTY shall be entitled to transfer to his name the Electric Meter installed at the premises No. 321, Rabindra Sarani.

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VII. I award and direct that within a year from the date of judgment upon award to be passed herein, the SECOND PARTY shall at his own costs and expenses close all windows doors and opening of the said premises at 5, Santra Para Lane allotted to him being lot No. "B" facing Lot "A" morefully and particularly delineated in the map of plan annexed hereto and further direct that he shall construct a running boundary wall upto a height of 10 ft. to make the Lot "A" allotted to the FIRST PARTY and Lot "B" allotted to the SECOND PARTY of the said premises at 5, Santra Para Lane separate by metes and bounds and further that the SECOND PARTY shall within the period mentioned as aforesaid shall make and/or construct a separate drain and water connection and further direct that the SECOND PARTY shall be entitled to use the bath, privy situated in Lot "A" of the said premises which is being allotted to the FIRST PARTY for a year from the date of Judgment upon award to be passed herein and on expiry of the said period shall have no right to use the said bath and privy. The SECOND PARTY shall be entitled to transfer to his name the Electric Meter installed at the said premises No. 5, Santra Para Lane.

VIII. I award and direct that the properties allotted to the SECOND PARTY shall remain charged for payment by the SECOND PARTY of all liabilities both ascertained and unascertained mentioned in the Clause III herein.

IX. In view of the settlement of accounts by the parties upto Bhadra 1379 B.S. in respect of the Joint estate I award and direct that no party shall have any claim against the other for the said period expiring within Chaitra 1377 B.S. After taking into consideration the accounts from Baisakh 1378 B.S. upto Bhadra 1379 B.S. I find that a sum of Rs. 2,858.47 p. is payable by SECOND PARTY to FIRST PARTY and accordingly I award that a further sum of Rs. 2,858.47 p. shall be paid by the SECOND PARTY to the FIRST PARTY within one year from the date of Judgment of the award upto the date of Judgment being made by the Court the management of the joint Estate will continue to be managed as at present being done





X. I award and direct that for one year to be computed from the date of Judgment on the Award the SECOND PARTY shall be entitled to stay and reside in a portion of the premises No. 321, Rabindra Sarani (formerly known 352, Upper Chitpore Road) Calcutta-6, allotted to the FIRST PARTY free of any rent or any other charges subject however, to the condition that on the expiry of the aforesaid period of one year the SECOND PARTY shall forthwith deliver up vacant and peaceful possession of the portion of the said premises No. 321, Rabindra Sarani (formerly known as 352, Upper Chitpore Road) Calcutta-6, to the FIRST PARTY failing which the FIRST PARTY shall have the right to enter upon such portion of the said premises occupied by the SECOND PARTY and take possession thereof without prejudice to any claim which the FIRST PARTY may have against the SECOND PARTY in respect of any breach of the terms of the award herein.

XI. I award and adjudge further that save as aforesaid the parties hereto will have no claims against each other with regard to income arising out of the joint properties.

IN WITNESS whereof I the said Subodh Kumar Sett has hereunto set and subscribed my hand this Eleven day of October 1972.

Subodh Kumar Sett.

ARBITRATOR

Notice to be taken out and served Baidya Nath Bysack returnable the ~~Commercial~~ Court taking arbitration matters.

A. C. Mitra.
28.7.76

Deputy Registrar
High Court O.S.

of judgment
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THE FIRST SCHEDULE REFERRED TO ABOVE

- 1. 321, Rabindra Sarani, Calcutta formerly known as 352, Upper Chitpore Road, Calcutta.

ALL THAT partly two and partly three storied brick built house together with the piece or parcel of land thereunto belonging and on part whereof the same is erected and built containing an area of 3 Cottahs 9½ Chittacks be the same a little more or less situated lying at and being now No. 321, Rabindra Sarani (formerly No. 352, Upper Chitpur Road) in the town of Calcutta and butted and bounded on the North on the North by 323, Rabindra Sarani (formerly 351, Upper Chitpur Road) on the East by Rabindra Sarani on the South by 319, Rabindra Sarani (formerly 353, Upper Chitpur Road on the West by 1/A, Tagore Castle Street.

Valued at Rs. 1,01,513.50

- 2. ALL THAT three storied brick built house together with the piece or parcel of land thereunto belonging and on part whereof the same is erected and built containing an area of 15 Chittacks 13 Square feet as per deed (but 1 Cottah 1 Chittack 23 Sq. feet as per actual measurement) and be the same a little more or less situated lying at and being premises No. 27, Prasanna Kumar Thakur Street in the town of Calcutta and butted and bounded as follows :

That is to say one the North by drain immediately north of which is temple of Shiva and a Busta Land No. 5, Baishnav Sett Street on the East by a passage leading to premises No. 5, Baishnav Street on the South by Prosanna Kumar Tagore Street on the West Baishnav Sett Street.

Valued at Rs. 31,280.00

- 3. 25/1A, Ratan Sarkar Garden Street.

ALL THAT partly one storied and partly three storied brick built house together with the piece and parcel of Rent free land thereunto belonging and the part whereof the same is erected and built containing an area of 3 Cottahs 3 Chittacks be the same a little more or less being the No. 25/1A, Ratan Sarkar Garden Street in the town of Calcutta and butted and bounded in the manner following that is to say on the North by Ratan Sarkar Garden Street on the East partly by 5/1A, Hara Prosd De Lane

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and partly by 25/1B, Ratan Sarkar Garden Street, on the South by 6 & 6A, Hara Prosad De Lane on the West partly by 34, Shibtoia Street and partly by 25, Taran Sarkar Garden Street.

Value at Rs. 67,345.00.

4. 25/1B, Ratan Sarkar Garden Street.

ALL THAT two storied brick built house together with piece or parcel Rent free land on the part whereof the same is erected and built containing an area 1 Cottah 13 Chittacks by the same little more or less being No. 25/1B, Ratan Sarkar Garden Street in the town of Calcutta and butted and bounded in the manner following that is to say on the North by Ratan Sarkar Garden Street on the East by 26, Ratan Sarkar Garden Street on the South partly by 5/1A, Hara-Prosad De Lane and partly by 25/1A, Ratan Sarkar Garden Street on the West by 25/1A, Ratan Sarkar Garden Street.

Valued at Rs. 38,896.00.

5. 5, Santra Para Lane.

ALL THAT piece or parcel of land containing an area of 18 Cottahs 3 Chittacks 21 Sq. ft. including a tank whose area is (8 Cottahs 4 Chittacks 21 sq. ft.) on the part whereof there is one storied pucca Bath-room and Privy being the demarcated portion of 5, Santra Para Lane - - - - - Land as shown in the Map or plan annexed hereto and therein bounded by Yellow border being demarcated Southern portion of premises No. 5, Santra Para Lane, in the town of Calcutta and butted and bounded in the following manner that is to say on the North by remaining portion of 5 Santra Para Lane on the East partly by premises No. 52M & 52N, South Sinthi Road and partly by premises No. 4, Santra Para Lane on the South by 6, Santra Para Lane and the West by Santra Para Lane.

Valued at Rs. 21,509.83.

THE SECOND SCHEDULE REFERRED TO ABOVE

146, Rabindra Sarani formerly known as 9, Upper Chitpore Road.

ALL THAT partly three storied and partly four storied brick built house together with the piece or parcel of land thereunto belonging and a part whereof the same is, erected and built containing an area of 5 Cot. 15 Ch. as per deed (but 5 Cot 14 Ch. as per actual measurement) be the same a little more or less and being the premises No. 146, Rabindra Sarani (formerly 9, Upper Chitpore Road) in the town of Calcutta and butted and bounded as follows that is to say in the North by 148, Rabindra Sarani (formerly No. 10, Upper Chitpore Road) on the East by 1A, Burman Street, on the South by Burman Street and on the West by Rabindra Sarani.

Valued at Rs. 2,36,244.00

13. Nimtola Ghat Street

ALL THAT two storied brick build house together with the piece or parcel of land thereunto belonging and on the part whereof the same is erected and built containing an area of 2 Cot. as per deed (but according to actual measurement the same is 2 Cot. 6 Chittacks 30 Sq. ft) be the same a little more or less and being premises No. 13, Nimtola Ghat Street in the town of Calcutta and butted and bounded as follows that is to say in the North by Nimtola Ghat Street on the East by 14, Nimtola Ghat Street on the South by 12, Nimtola Ghat Street on the West by Common Passage and on West of which therein is premises No. 10/B, Nimtola Ghat Street.

Valued at Rs. 31,514.00

12. Nimtola Ghat Street.

ALL THAT partly two storied and partly three storied brick built house together with the piece or parcel of land containing an area of 1 Cottah 12 Chittacks be the same a little more or less on the part whereof the same is erected and built being No. 12 Nimtola Ghat Street in the town of Calcutta and butted and bounded in the manner following that is to say on the North by 12, Nimtola Ghat Street on the East by 14, Nimtola Ghat Street on the South by 15, Nimtola Ghat Street and on the West by Common Passage and on the West by which 10/B, Nimtola Ghat Street.

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5. Santra Para Lane.

ALL THAT one storied brick built house and pucca structure with Tin Shed together with the land containing an area of 5 Cot. 8 Ch. on the part whereof the same is erected and built being the demarcated Northern portion of 5, Santra Para Lane in the town of Calcutta as shown in the Map or Plan annexed hereto and therein bordered Red and butted and bounded in the matter following that is to say on the North by Santra Para Lane on the East by 4, Santra Para Lane on the South by the remaining portion of 5 Santra Para Lane, and on the West by Santra Para Lane.

Valued at Rs. 14,724.00

THE THIRD SCHEDULE REFERRED TO ABOVE

LIST OF LIABILITIES

APPROXIMATE

1. Shri Satindra Dulal Bysack
Contractor Rs. 13,314.00
2. Repayment of Assurance taken
from Shri Kanailal M. Patel &
Shri Monohar Lal M. Patel
tenant in respect of premises
No. 146, Rabindra Sarani,
Calcutta-7 Rs. 5,500.00
3. Repayment of loan taken from
the Deputy Sree Sree Narayan Thakur Rs. 500.00
4. CORPORATION OF CALCUTTA
146K, Rabindra Sarani, increased
tax, from 1st Qr. 1968 to 4th Qr.
1970-71 @ Rs. 92.22 per share per
Quarter. Rs. 2,213.28
27, Prosanna Kumar Thakur Street,
increased tax from 4th Qr. 1959-60
to 2nd Qr. 1970-71 @ Rs. 12.63 per
share per Quarter Rs. 1,086.18

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Brought forward Rs.

321, Rabindra Sarani, increased tax from 4th Qr. 1959-60 to 4th Qr. 1964-65 @ Rs. 5.68 per share per quarter Rs. 238.56

321, Rabindra Sarani, increased tax from 3rd Quarter 1969-70 to upto date at the Annual Valuation from Rs. 3450/- to Rs. 4600/- Rs.

5, Santra Para Lane. Increased valuation from Rs. 936/- to Rs. 1,214/- 1st Qr. 1968-69 to upto date. Rs.

5. Shri B.N.Roy, Advocate for his professional fees for conducting I.T. & W.T. Cases in respect of the Joint Estate. Rs.

6. Fees payable to Messrs. Siva Das Sett & Co. Attorneys in respect of the following suits :-
(i) Suit No. 3322/51
Menick Lal Dhandharla
-vs-
Baidya N. Bysack & Anr.

(ii) Suit No. 907/67
Baidya Nath Bysack & Anr.
-vs-
Shewdeo Upadhyay.

Rs. _____

Carried over-Rs.





7. Amount overdrawn by the Second Party from the Joint Estate during the period from 1st Baisak 1378 B.S. to 31st Chaitra 1378 B.S. and from 1st Baisak 1379 B.S. to 31st Bhadra, 1379 B.S.
- | | |
|------------------------|---------------------------------|
| For the year 1378 B.S. | Rs. 4348.68 |
| For the year 1379 B.S. | Rs. 1564.26 |
| | <u>Rs. 5712.94</u> Rs. 5,712.94 |
8. INCOME TAX Advance Payment for the Assett. Yr. 1971-72 & already been paid and for the Assessment year 1972-73 paid
- | | |
|--|------------|
| | Rs. 500.00 |
|--|------------|
9. WEALTH TAX ; For the Assessment Year 1965-1966 to 1972-73 due. (No payment made) Assessment not yet completed.

Dated this Eleven day of October 1972.

Subodh Kumar Sett.
(SUBODH KUMAR SETT)
HONY. ARBITRATOR.

Award Case
SERIAL No. 130 OF 19

IN THE HIGH COURT AT CALCUTTA

Ordinary Original Civil Jurisdiction
In the Matter of the Indian Arbitration
Act of 1940

-And-
In the Matter of an Arbitration agree-
ment dated the 12th day of September
1970

-Between-
Baidya Nath Pysack
versus
Dwarka Nath Pysack.

Signed by the Judge
11.1.77.

S. Mitra.

- (i) Date when the decree or order was completed 15.1.77
- (ii) Date of application for copy 15.1.77
- (iii) Date of notifying the requisite number of folios and stamp 18.1.77
- (iv) Date of delivery of the requisite folios and stamp 18.1.77
- (v) Date on which the copy is ready for delivery 21.1.77
- (vi) Date when delivery was taken of the copy by the applicant 21.1.77

Order/Decree of 15th
Filed this 15th

day of Sept.
1976
day of Jan.
1977.

Assistant Regr.

Superintendent
Order Department

S. Mitra
Superintendent
Copyists' Department
High Court, O. S.

F. S. Chatterjee
Attorney



Registered in
Book No. I
Volume No. 56
Page 7 to 25
Page No. 543
For the year 1944.

IN THE MATTER of the Arbitration
Act 1940

and

IN THE MATTER of
an Arbitration Agreement dated the
12th day of September 1970

Between

BAIDYA NATH BYSACK

and

DWARKA NATH BYSACK

A W A R D

[Handwritten signature]

[Handwritten marks]



Presented for registration at 11 Am
at the Calcutta Registration Office
on the 10th day of Feb 1977
by Baidya Nath Bysack
Baidya Nath Claimant
Bysack

(~~Original~~) Registrar ^{Ch. K. Ray} up 7 (a)
7 Assurances, Calcutta
10/2/77

Admitted to execution
Name mentioned in the instrument is dispositive with
Baidya Nath Bysack
Ch. K. Ray
Registrar up 7 (a) Assurances, Calcutta
10/2/77

Copied for Mr. N. S. Das
PC 9-5-77

Case for Mr. N. S. Das
PC 9-5-77

REGISTERED TO BE VALID COPY



M. S. Das - Registrar of Assurances
Calcutta



21-25/2000

HIGH COURT
29
87

P.d.A. No. 302 of 2000
In the High Court at Calcutta
Testamentary and Intestate Jurisdiction
Probate to the Executor.

✓

Hereby maketh known that on the Twentieth day of September in the year Two thousand the last Will of Dwarka Nath Bysack lately of No. 321, Rabindra Sarani, Calcutta-70006, Hindu inhabitant, deceased who as appears from the petition filed herein died on the way to R.G. Kar Hospital, Calcutta on the Twentyseventh day of December in the year One thousand nine hundred and Seventyseven (copy of which Will is herunto annexed) was proved and registered before this Court and that Administration of the property and credits of the said deceased and in any way concerning his said Will was granted to Sri Hara Kumar Basak, residing at present at premises No. 3A, Santra Para Lane, Calcutta-700050 the executor in the said Will named with effect within

the



the State of West Bengal ² he having undertaken to administer the said property and credits and to make a full and true inventory thereof and exhibit the same in this Court within six months from the date of issue of this grant or within such further time as the Court may from time to time appoint, and also to render to this Court a true account of the said property and credits within one year from the same date or within such further time as the Court may from time to time appoint.

Dated at Calcutta aforesaid this twenty fifth day of September in the year Two thousand.

Sri Tapas Basak — Advocate.

Compared by
A.C.B. S.T.D.

Atknt
25-9-20
Registrar,
High Court, Original Side,
Calcutta.



22-25/9/2000

Last Will and Testament

This is the last Will and Testament of me, Dewanka Nait Bysack, son of late Bama Charan Bysack, aged about 64 years, by religion Hindu, by occupation landholder and House Owner residing at premises No. 321, Rabindra Sarani, Calcutta-700006, within Police Station Torabagan.

I have not made any Will relating to my properties and if any of the Will is produced by any one, the same must have been forged and made, without my consent and signature.

I have become the absolute owner of the premises No. 146, Rabindra Sarani, Calcutta-700007, Premises No. 12, Nimitala, Lyhat Street, Calcutta, Premises No. 13, Nimitala Lyhat Street, Calcutta-700006, and also premises No. 5, Santra Para Lane, Calcutta-700050, through Award dated 15.09.1976 to the exclusion of other Co-shares in my paternal properties.

The said premises Nos. 12 and 13, Nimitala Lyhat Street, Calcutta and premises No. 146, Rabindra Sarani, Calcutta, are fully tenanted and the premises No. 5, Santra Para Lane, Calcutta-700050 is at present in occupation of Co-sharer, who is directed to vacate the said premises to the allottee of the said award, that is, to me within one year from the date of publication of the said award, in as much as the said Co-sharer has expressed his desire before me to vacate the premises No. 5, Santra Para Lane, Calcutta, within a short period for my purpose of residence. And thus I desire to live in the said premises No. 5, Santra Para Lane, Calcutta-700050 with my family by shifting from my above present residence at No. 321, Rabindra Sarani,

Calcutta, ...

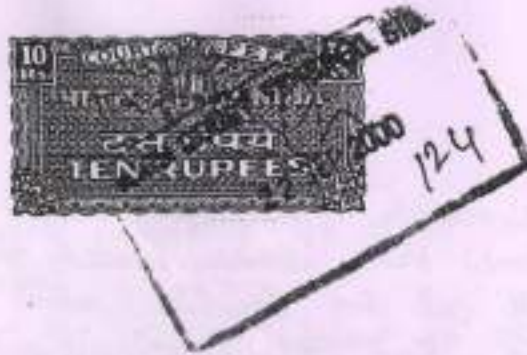
Calcutta - 700006.

My family consists of my wife, Nilabati Basak, two sons named Hara Kumar Basak and Deb Kumar Basak and five daughters named Smt. Kalyani Basak, Smt. Bhabani Basak and Shibani Seta, Kalyani Basak and Nandini Basak. The said daughters Kalyani Bhabani and Sibani are all married and their marriages are made at my own instance and I have spend considerable amount and gifted ornaments in the said marriages. The said married daughter are living with their respective husband's houses peacefully having no claim from me, and their husbands are also all well established and reasonable. My fourth daughter named Kalyani has decided to live and spend her life in an unmarried stages. But my fifth daughter named Nandini is interested in her marriage, although I am trying utmostly to get a suitable couple for her.

In view of marriages of my above three daughters and due to their peaceful living in their well established family with their respective husbands, I do hereby deprive them from inheriting any of my rights in the abovementioned immoveable properties on my death.

I am at my last life is hankering after the marriage of my last daughter Nandini with assistance of my sons. If any reasons the same be not accomplished during my life time by me, then my first son Hara Kumar Basak at his own instance shall arrange for marriage of my said daughter Nandini out of the income of my properties, But I deprive the said daughter

Nandini - ---



22-259
2000

Last Will and Testament

This is the last Will and Testament of me, Dewanta Nalk Bysack, son of late Bama Charan Bysack, aged about 64 years, by religion Hindu, by occupation landholder and House Owner residing at premises No. 321, Rabindra Sarani, Calcutta-700006, within Police Station Jorasagan.

I have not made any Will relating to my properties and if any of the Will is produced by any one, the same must have been forged and made without my consent and signature.

I have become the absolute owner of the premises No. 146, Rabindra Sarani, Calcutta-700007, Premises No. 12, Nimitala Lhat Street, Premises No. 13, Nimitala Lhat Street, Calcutta-700006, and also premises No. 5, Santra Para Lane, Calcutta-700050, through Award dated 25.09.1976 to the exclusion of other Co-sharers in my paternal properties.

The said premises Nos. 12 and 13, Nimitala Lhat Street, Calcutta and premises No. 146, Rabindra Sarani, Calcutta, are fully tenanted and the premises No. 5, Santra Para Lane, Calcutta-700050 is at present in occupation of Co-sharer, who is directed to vacate the said premises to the allottee of the said award, that is, to me within one year from the date of publication of the said award, in as much as the said Co-sharer has expressed his desire before me to vacate the premises No. 5, Santra Para Lane, Calcutta, within a short period for my purpose of residence. And thus I desire to live in the said premises No. 5, Santra Para Lane, Calcutta-700050 with my family by shifting from my above present residence at No. 321, Rabindra Sarani,

Calcutta, ...



22-259
2000

Last Will and Testament

This is the last Will and Testament of me, Dewanka Halk Bysack, son of late Rama Charan Bysack, aged about 64 years, by religion Hindu, by occupation landholder and House Owner residing at premises No. 321, Rabindra Sarani, Calcutta-700006, within Police Station Jorasagan.

I have not made any Will relating to my properties and if any of the Will is produced by any one, the same must have been forged and made without my consent and signature.

I have become the absolute owner of the premises No. 146, Rabindra Sarani, Calcutta-700007, Premises No. 12, Nimitala, Lyhat Street, Premises No. 13, Nimitala Lyhat Street, Calcutta-700006, and also premises No. 5, Santra Para Lane, Calcutta-700050, through Award dated 15.09.1976 to the exclusion of other Co-sharers in my paternal properties.

The said premises Nos. 12 and 13, Nimitala Lyhat Street, Calcutta and premises No. 146, Rabindra Sarani, Calcutta, are fully tenanted and the premises No. 5, Santra Para Lane, Calcutta-700050 is at present in occupation of Co-sharer, who is directed to vacate the said premises to the allottee of the said award, that is, to me within one year from the date of publication of the said award, in as much as the said Co-sharer has expressed his desire before me to vacate the premises No. 5, Santra Para Lane, Calcutta, within a short period for my purpose of residence. And thus I desire to live in the said premises No. 5, Santra Para Lane, Calcutta-700050 with my family by shifting from my above present residence at No. 321, Rabindra Sarani,

Calcutta, ...

Calcutta - 700006.

My family consists of my wife, Nilabati Basak, two sons named Hara Kumar Basak and Deb Kumar Basak and five daughters named Smt. Kattyani Basak, Smt. Bhabani Basak and Shibani Setta, Kalyani Basak and Nandini Basak. The said daughters Kattyani Bhabani and Sibani are all married and their marriages are made at my own instance and I have spend considerable amount and gifted ornaments in the said marriages. The said married daughter are living with their respective husbands' houses peacefully having no claim from me, and their husbands are also all well established and reasonable. My fourth daughter named Kalyani has decided to live and spend her life in an unmarried stages. But my fifth daughter named Nandini is interested in her marriage, although I am trying utmostly to get a suitable couple for her.

In view of marriages of my above three daughters and due to their peaceful living in their well established family with their respective husbands, I do hereby deprive them from inheriting any of my rights in the abovementioned immovable properties on my death.

I am at my last life is hankering after the marriage of my last daughter Nandini with assistance of my sons. If any reasons the same be not accomplished during my life time by me, then my first son Hara Kumar Basak at his own instance shall arrange for marriage of my said daughter Nandini out of the income of my properties, But I deprive the said daughter

Nandini - ---

Nandini from inheriting any of the rights in my aforesaid properties on my death.

I do hereby appoint Sri Hara Kumar Basak to be an Executor of this Will. The said Executor on my death shall take out Probate of my Will and make strict compliance of the provisions of the Will with all of its intents and purposes.

I bequeath all of my above immoveable properties namely premises No. 146, Rabindra Sarani, Calcutta-70007, Premises No. 12, Nimtala Ghat Street, Calcutta-70006, Premises No. 13, Nimtala Ghat Street, Calcutta-70006, and Premises No. 5, Santra Para Lane, Calcutta-700050 in favour of my wife Smt. Nilabati Basak with right of residence of my daughter Kalyani. And on the death of my said wife the said immoveable properties shall vest upon my only two sons named Hara Kumar Basak and Deb Kumar Basak and my daughter Kalyani Basak in their equal shares.

This Will shall take effect with its full force on my death and the Executor shall take charge of my properties and make strict compliance of the provisions made in this Will with all of its intents and purposes.

In Witness Whereof I have hereunto set and subscribe my hand and signature on this the 20th day of December One thousand Nine hundred Seventy Six in presence of the following witnesses:

Signed by the withinnamed Testator as his last Will and Testament in our presence all being present at the same time. Thereafter at his request and in his presence and in the presence each other we

Subscribe

4

subscribe our respective signatures

Dasratanath Bysack

20.12.1976

Signature of the Executor.

1. Kalyani Basak
357 A, Rabindra Sarani
Calcutta-6.
2. Bhabani Basak
20A, Chandra
Das Lane, Cal-67
3. Sibani Seth
86, Shyamabrad
Mukherjee Road
4. Nandini Basak
321, Rabindra Sarani
Calcutta-6.

Identified and drafted by me

Peary Mahan Mukherjee
Advocate

(P.M. Mukherjee)
Advocate.

Small Causes Court Bar
Library.

Compared by
AKC. D.T.D.

True copy herewith collated this
25th day of September in the year 2000
with the Original Will remaining in the
Registry of the High Court at Calcutta.

Attest
25.9.2000

Registrar

High Court, Original Side
Calcutta.

P.L.A.No.302 of 2000
IN THE HIGH COURT AT CALCUTTA
TESTAMENTARY AND INTESTATE JURISDICTION

270

58-13 9/2011



IN THE GOODS OF :
DWARKA NATH BYSACK, lately of
No.321, Rabindra Sarani, Calcutta-
700006, Hindu Inhabitant, deceased.

'A'
MUNICIPALITY, CALCUTTA REG
12 SEP 2000

LAST WILL AND TESTAMENT

THIS IS THE LAST WILL AND TESTAMENT of me,
DWARUKA NATH BYSACK, son of Late Bama Charan Bysack, aged about
64 years, by religion Hindu, by occupation Landholder and
House owner residing at premises No. 521, Rabindra Sarani,
Calcutta-700 006, within Police Station Jorabagan.

I have not made any Will relating to my properties
and if any of the Will is produced by any one, the same must
have been forged and made without my consent and signature.

I have become the absolute owner of the premises
No. 146, Rabindra Sarani, Calcutta-700007, Premises No. 12, Nimala
Ghat Street, Premises No. 13, Nimala Ghat Street, Calcutta-700 006,
and also premises No. 5, Santra Para Lane, Calcutta-700 050,
through Award dated 15.09.1976 to the exclusion of other
Co-sharers in my paternal properties.

The said premises Nos. 12 and 13 Nimala Ghat Street,
Calcutta, and premises No. 146, Rabindra Sarani, Calcutta, are fully
tenanted and the premises No. 5, Santra Para Lane, Calcutta-700 05
is at present in occupation of Co-sharer, who is directed to
to vacate the said premises to the allottee of the said Award,
that is, to me within one year from the date of publication of
the said Award, in as much as the said Co-sharer has expressed his
desire before me to vacate the premises No. 5, Santra Para Lane,

Calcutta, within a short period for my purpose of residence. And thus I desire to live in the said premises No. 5, Santra Para Lane, Calcutta-700 050 with my family by shifting from my above present residence at No. 321, Rabindra Sarani, Calcutta-700006:

My family consists of my wife, Nilabati Basak, two sons named Hara Kumar Basak and Deb Kumar Basak and five daughters named Smt. Kattyani Basak, Smt. Bhabani Basak and Shibani Sett, Kalyani Basak and Nandini Basak. The said daughters Kattyani, Bhabani and Sibani are all married and their marriages are made at my own instance and I have spend considerable amount and gifted ornaments in the said marriages. The said married daughters are living with their respective husbands' houses peacefully having no claim from me, and their husbands are also all well established and reasonable. My fourth daughter named Kalyani has decided to live and spend her life in an unmarried stages. But my fifth daughter named Nandini is interested in her marriage, although I am trying utmostly to get a suitable couple for her.

In view of marriages of my above three daughters and due to their peaceful living in their well established family with their respective husbands, I do hereby deprive them from inheriting any of my rights in the abovementioned immoveable properties on my death.

I am at my last life is hankering after the marriage of my last daughter Nandini with assistance of my sons. If any reasons the same be not accomplished during my life time by me, then my first son Hara Kumar Basak at his own instance shall arrange for marriage of my said daughter Nandini out of the income of my properties, But I deprive the said daughter Nandini --Page-3--

- 3 :-

Wardini from inheriting any of the rights in my aforesaid properties on my death.

I do hereby appoint Sri Hara Kumar Basak to be an executor of this Will. The said executor on my death shall take out probate of my will and make strict compliance of the provisions of the will with all of its intents and purposes.

I bequeath all of my above immoveable properties namely premises No. 146, Kabindra Sarani, Calcutta-700 007, Premises No. 12, Midtala Ghat Street, Calcutta-700 006, Premises No. 13, Nintal Ghat Street, Calcutta-700006 and premises No. 5, Sentra Para Lane, Calcutta-700 050 in favour of my wife Smt. Nilabati Basak with right of residence of my daughter Kalyani. And on the death of my said wife the said immoveable properties shall vest upon my only two sons named Hara Kumar Basak and Deb Kumar Basak and my daughter Kalyani Basak in their equal shares.

This Will shall take effect with its full force on my death and the Executor shall take charge of my properties and make strict compliance of the provisions made in this Will with all of its intents and purposes.

IN WITNESS WHEREOF I have herunto set and subscribed my hand and signature on this the 20th day of December One

thousand -page-4...

thousand Nine Hundred Seventy Six in presence of the following witnesses:

Signed by the withinnamed Testator as his Last Will and Testament in our presence all being present at the same time. Thereafter at his request and in his presence and in the presence each other we subscribe our respective signatures

Dwarkanath Bysack
20.12.1976

SIGNATURE OF THE EXECUTANT

1. Kaityani Barak,
357 A Rajendra
Sarani, Calcutta-6
2. Bhabani Barak
204 Adnan Chandra
Das Lane Cal-67
3. Sivani Seth
86 Shyamaprasad
Mukherjee-Road

Identified and drafted
by me

Rajy Malan Mukherjee
(Rajy Malan Mukherjee)

Advocate

Small Causes Court Bar

Library

Naidini Barak
321, Rajendra Sarani
Calcutta-6.

CERTIFIED TO BE A TRUE COPY
Prabir Kumar Roy 15/09/11
Authorised under Section 76 of
the Indian Evidence Act, 1872
(Act-1 of 1872)

Checked
on 15/09/2011

*Q. 81
Case no. 1000/2000
17/9/2000*

*PCW
W.B.*

F.A. No. 302 2000
IN THE HIGH COURT AT CALCUTTA
TESTAMENTARY AND INTESTATE JURISDICTION

*PCW
W.B.*

*No caveat.
@Kherjee
20/9/2000*

IN THE GOODS OF :

DWARKA NATH BYSACK, lately of
No. 321, Rabindra Sarani,
Calcutta-700 006, Hindu Inhabitant
deceased.

*38 -
25.9.2000*

I will

PETITION

Filed on the 13th day of Sept., 2000

*Must
Register 25.9.2000
High Court Original Side
Calcutta*

*PCW
20.9.2000*

SRI TAPAS BASAK, ADVOCATE
No. 5, Nirmal Gossain Lane,
Calcutta-700 005.

PCW granted issue on - 25/9/2000

5/3



271

PL.A. No.302 of 2000
 In the goods of : Dwarka Nath Bysack, deceased
 (Stamp Rs. 10,000/-)
 IN THE HIGH COURT AT CALCUTTA
 Testamentary and Intestate Jurisdiction
 Probate to the Executor

52-13 9/2011

HEREBY MAKE IT KNOWN that on the twentieth day of September in the year two thousand the last Will of Dwarka Nath Bysack lately of No.321, Rabindran Sarani, Calcutta-700006, Hindu inhabitant deceased who as appears from the petition filed herein died on the way to R.G. Kar Hospital, Calcutta on the twenty seventh day of December in the year one thousand nine hundred and seventy seven (copy of which Will is hereunto annexed) was proved and registered before this Court and that Administration of the property and credits of the said deceased and in any way concerning his said Will was granted to Sri Hara Kumar Basak, residing at present at premises No.5A, Santra Para Lane, Calcutta-700050 the executor in the said Will named with effect within the state of West Bengal he having undertaken to administer the said property and credits and to make a full and true inventory thereof and exhibit the same in this Court within six months from the date of issue of this grant or within such further time as the Court may from time to time appoint and also to render to this Court a true account of the said property and credits within one year from the same date or within such further time as the Court may from time to time appoint.

Dated.....

Dated at Calcutta aforesaid this twenty fifth day of September in the year two thousand.

Sri Tapas Basak - Advocate

Sd/- A.K. Dutt

25/9/2000

Registrar.

I hereby certify that this is a true copy of the extract from the Register of grant of...
and this 25th day of September 2000
Robin Kumar Das
For Registrar
High Court, O.S. Calcutta

DD.

Exd by :

DMS DD.

(5)

00104

T

00119

50 Rs.



Admit

valid under the provisions of the Indian Stamp Act, 1899 as also an amendment thereof and Stamp Act, 1903 Schedule IA

A(2) - 55

[Signature]
 District Registrar of ~~...~~
 Calcutta 8103

DEED OF ASSENT

THIS INDENTURE made this the 8th day of January, Two Thousand Three BETWEEN SRI HARA KUMAR BASAK son of Late Dwarke Nath Basak, by religion Hindu, by occupation Landholder, residing at premises no.5A, Sentra Para Lane, Kolkata - 700 050, hereinafter referred to as the EXECUTOR (which expression shall unless excluded by or repugnant to the context be deemed to include his successor or successors-in office) of the ONE PART A N D

- (1) SRI HARA KUMAR BASAK, (2) SRI DEB KUMAR BASAK AND
- (3) SMT. KALYANI BASAK, of them nos.1 and 2 are the sons

[Handwritten note]

9/2/03

H. Basak (Adv)

City Civil & Sessions Court
Calcutta

Case No. ...
Date ...
Plaintiff ...
Defendant ...

... 12-30 P.M.
... the Calcutta ... office
... 8th ... day of Jan 03
by - Hara kr. Basak
one of the executants

07 JAN 2003
002 NVT Ld

Hara Kumar Basak.

07 JAN 2003
8.1.03

Hara Kumar Basak

Del Kumar Basak

Hara kr. Basak
s/o late Dwanka Nath Basak
Del kr. Basak & Kalyani
Basak. Both s/o & D/o
late Dwanka Nath Basak
AM at 5A, Sautra Para Lane,
Kolkata-50

Kalyani Basak

Japas Basak Adv.
City Civil Court
At Cal.

Identified by me

Japas Basak
Adv.
City Civil Court of Calcutta

8/103

and No.3 is the daughter of Late Dwarka Nath Basak, all by religion Hindu, by occupation Landholders and all residing at premises no.5A, Santra Para Lane, Kolkata - 700 050, hereinafter referred to as the BENEFICIARIES (which term or expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, administrators, representatives and assigns) of the OTHER PART :

WHEREAS the Dwarka Nath Basak since deceased, who was a Hindu governed under the Dayabhaga School of Hindu Law (hereinafter referred to as the said Testator) died on the 27th day of December, 1977 after having made and published his last Will and Testament bearing date the 20th day of December, 1976 and possessed of immovable properties namely premises and hereditament no.5, Santra Para Lane, subsequently known as 5A, Santra Para Lane, Calcutta - 700 050, 146, Rabindra Sarani, Calcutta-700 007, 12, Nintala Ghat Street, Calcutta - 700 006, and 13, Nintala Ghat Street, Calcutta - 700 006, amongst others moveable properties .The said premises are described in the Schedule given below.

AND WHEREAS by the said Will the Testator appointed Sri Hera Kumar Basak as Executor .

WHEREAS the said Will dated 20th day of December, 1976 was proved before the Hon'ble High Court at Calcutta and Probate thereof is granted to the said Executor named

Sri Hara Kumar Basak on the 25th day of September, 2000.

WHEREAS by the said Will dated 20 th day of December, 1976 the said Testator gave devised and bequeathed unto the Beneficiary namely his wife Smt. Nilabati Basak, the said hereditament and premises no.5, Santra Para lane, subsequently known as 5A, Santra Para Lane, Calcutta-700 050, 146, Rabindra Sarani, Calcutta - 700 007, 12, Nimtala Ghat Street, Calcutta - 700 006, and 13, Nimtala Ghat Street, Calcutta - 700 006, described in the Schedules given below, and all of his moveable properties and entire rest and residue of his Estate absolutely of her own, besides other Provisions namely on the death of the said Nilabati Basak, the said premises described in the Schedules given below, shall be devolved upon his two sons named Hara Kumar Basak, Deb Kumar Basak and his daughter Kalyani Basak, absolutely in their equal shares.

WHEREAS the said Executor namely Sri Hara Kumar Basak has completed the administration of the said Estate in terms of the said Will and the Beneficiaries named Sri Hara Kumar Basak, Deb Kumar Basak and Kalyani Basak, have accepted the account of the Executor as submitted by the Executor, as correct.

WHEREAS the said Nilabati Basak died intestate and the said Beneficiaries named Hara Kumar Basak, Deb Kumar Basak and Kalyani Basak have requested the Executor herein to formally transfer the said premises no.5, Santra Para Lane, subsequently known as 5A, Santra Para Lane, Calcutta-

- 700 050, 146, Rabindra Sarani, Calcutta - 700 007, 12, Nimtala Ghat Street, Calcutta - 700 006 and 13, Nimtala Ghat Street, Calcutta - 700 006, as bequeathed under the Will and Testament dated 20th day of December, 1976, which the Executor has agreed to do in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the premises the Executor do hereby grant convey and transfer unto the Beneficiaries herein all that premises no.5, Santra Para lane, subsequently known as 5A, Santra Para Lane, Calcutta-700 050, 146, Rabindra Sarani, Calcutta - 700 007, 12, Nimtala Ghat Street, 13, Nimtala Ghat Street, Kolkata - 700 006, morefully and particularly described in the Schedule given below AND like share in ALL THE ESTATE right title interest claim and demand whatsoever of the Executor into and upon the said hereditaments and premises and every part thereof TO HAVE AND TO HOLD the hereditaments and premises hereby granted conveyed and transferred or expressed so to be unto and to the use of the Beneficiaries TOGETHER WITH THE right of all support of the said premises AND further the Executor doth hereby covenants with the Beneficiaries that he, has not done any act or knowingly suffered anything whereby he is prevented from granting conveying or transferring the hereditaments and premises hereby granted conveyed and transferred or expressed so to be in the manner aforesaid or whereby the same or any part thereof are, it can or may be encumbered.

SCHEDULE ABOVE REFERRED TO :

Premises Nos.: (i) 146, Rabindra Sarani,
Kolkata - 700 007. P.S. Burrabazar.

(ii) 12, Nimtala Ghat Street, P.S.
Jorabagan, Kolkata-700 006.

(iii) 13, Nimtala Ghat Street, P.S.
Jorabagan, Kolkata-700 006.

(iv) 5A, Santra Para Lane,
Kolkata - 700 050.
(previously known as 5, Santra
Para Lane, Kolkata-700 050).

IN WITNESS WHEREOF the parties of the One Part and the
Other Part have put down their respective hands and seals on
the day month and year first above written.

Signed, sealed and delivered

in presence of :

1) Tripura Basak
Advocate
City Civil Court of Calcutta

Itala Kumar Basak

(SIGNATURE OF THE ONE PART)
(EXECUTOR)

2)

1. Itala Kumar Basak

2. Del Kumar Basak

3. Kalyani Basak

(Signatures of the Other Part)

(Beneficiaries)

Drafted by ,

Basak
Advocate.

8.1.2003