

08888/10

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

H 582406

Certified that the document is duly registered. The signature sheet & the indenture sheet attached with this document are the part of this document.

[Handwritten Signature]
 20/9/10
REGISTRAR
WEST BENGAL

THIS INDENTURE OF CONVEYANCE is made this 20th day of September Two Thousand Ten BETWEEN M/S. RSA ENTERPRISES, a Partnership Firm having its office at

Contd. P/2

Akash Agar

~~Stamp~~

[Handwritten signature]

Spopal Sarayan
S/o Nandu Sarayan
1st/1 Abdul Latif Street
R.S + P.O. = Badgachin
Kalyade - 700 056
Seramen.

~~Stamp~~

[Handwritten signature]



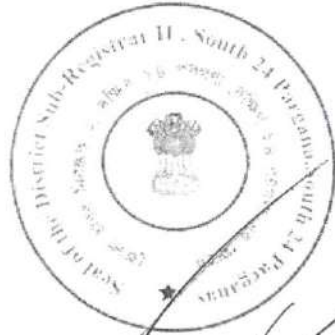
Licensed Stamp Vendor
C. M. M. Chatterjee
7, Bankshall St., Kolkata

[Handwritten signature]
D/o A. S. A.
Kolkata



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 34
Page from 134 to 152
being No 09458 for the year 2010.



(Sadhan Chandra Das) 20-September-2010
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R.-II SOUTH 24-PARGANAS
West Bengal

20/9/10

No.18/A Mayfair Road, P.S. – Karaya, Kolkata – 700 019 (PAN : AAIFR 8113 P), represented by both its partners namely, (i) **Sri Ashish More** son of Sri Rajendra Prasad Agarwal residing at 18/A Mayfair Road, P.S. Karaya, Kolkata 700019 and (ii) **Sri Sameer Agarwala** son of Sri Brahmanand Agarwala residing at 6A, Iron Side Road, P.S. Karaya, Kolkata- 700 019, hereinafter referred to as “the **VENDOR**” (which expression shall, unless excluded by or repugnant or contrary to the subject or context hereof, mean and include its partners for the time being and their and each of their respective successors heirs executors administrators legal representatives and/or assigns) of the ONE PART

AND

SRI AKASH AGARWAL (PAN : ATNPA 0148 H) son of Sri Saroj Kumar Agarwal of P-10, New Howrah Bridge Approach Road, P.S. Burrabazar, Kolkata – 700 001 hereinafter referred to as “the **PURCHASER**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrator, legal representative, assigns and/or nominees) of the OTHER PART:

WHEREAS:

- A. One Satyesh Chandra Lahiri and Sachish Chandra Lahiri were seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to **ALL THOSE** the various pieces and parcels of Sthitiban Raiyati (Patta Mule Mokorari) land, containing an area of 143 satak equivalent to 4 Bighas 6 Cottahs 8 Chittacks be the same a little more or less situate lying at and comprised in C.S. Dag Nos.116 (recorded as “Sali” in the Records of Rights of the State Government), 117 (then recorded as “Bastu” having dwelling units), 118 (then recorded as “Doba”) and 119 (then recorded as “Danga”), recorded in C.S. Khatian no. 297, R.S. Khatian No. 296, in Mouza Sayedpur (also known as Saiyedpur and

Contd. P/3

Saiyadpur), J.L. No.12, Touzi No.23, R.S.No.193, (hereinafter for the sake of brevity referred to as "the said **Property**"), absolutely and forever.

- B. By two several Indentures of Conveyance dated 30th March 1974 and 16th October 1974 both made between Satyesh Chandra Lahiri and Sachish Chandra Lahiri therein referred to as the Vendors and Metropolitan Transport Company therein referred to as the Purchaser and both registered with the District Sub-Registrar, Alipore in Book No. I Volume No. 57 Pages 170 to 178 Being No.2041 for the year 1974 and in Book No.I Volume No.169 Pages 58 to 73 Being No.5742 for the year 1974 respectively, the said Satyesh Chandra Lahiri and Sachish Chandra Lahiri for the consideration mentioned therein granted conveyed sold and transferred unto and to the said Metropolitan Transport Company **All That** the said Property, absolutely and forever.
- C. In the events aforesaid, the said Metropolitan Transport Company became the sole and absolute owner of the said Property and erected various dwelling units sheds and structures thereat admeasuring Five Thousand Square Feet approximately and the said Property was subsequently separately assessed and numbered as by the Kolkata Municipal Corporation as municipal Premises No. 338 Motilal Gupta Road, Kolkata, and the same is morefully described in the **SCHEDULE** hereunder written. The name of the said Metropolitan Transport Company was mutated and continues to be recorded as the owner of the said Property in the records of Kolkata Municipal Corporation, Ward No.122.
- D. The said Metropolitan Transport Company also got its name recorded/mutated in the Records of Rights in the Office of the B.L. & L.R.O. in R.S. Khatian No.296, vide M/Case No.3845/07 & 3816/07 and the said Dags being Nos.116, 117, 118 and 119, were classified and recorded in the following manner:

Contd. P/4

Dag No.	Area in Decimal	Nature of Land
116	79	Sali
117	41	Danga
118	06	Doba
119	17	Danga
Total :	143	

- E. By an Indenture of Conveyance dated 23rd March 2006 made between the said M/s. Metropolitan Transport Company therein referred to as the Vendor of the First Part and the Vendor herein (M/s. R S A Enterprises) therein referred to as the Purchaser of the Second Part and M/s. Tirupati Enterprises therein referred to as the Confirming party of the Third Part and registered with the Additional Registrar of Assurances-I, Kolkata in Book No. I, CD Volume No. 10, Pages 8712 to 8745, Being No. 04989 for the year 2009, the said Metropolitan Transport Company for the consideration mentioned therein granted conveyed sold and transferred unto and to the Vendor herein **All That** the said Property, absolutely and forever.

- F. In the events aforesaid, the Vendor herein became and still is seized and possessed of and/or otherwise well and sufficiently entitled to the said Property, absolutely and forever free from all encumbrances and liabilities whatsoever.

- G. The Vendor has agreed to sell convey and transfer 1/13th (one-thirteenth) undivided share in the said Property to the Purchaser and the Purchaser relying on amongst others the representations declarations and assurances made and/or given by the Vendor from time to time, including those contained herein, and believing the same to be true and correct and acting on faith thereof has agreed to purchase the same absolutely and forever free from all encumbrances and liabilities whatsoever or howsoever and with "khas" peaceful vacant possession of the entirety of the said Property, to the extent of the aforesaid share, at or for the total consideration of

Rs. 13,91,000/- (Rupees Thirteen Lacs Ninety One Thousand) only.

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of **Rs. 13,91,000/- (Rupees Thirteen Lacs Ninety One Thousand)** only of the lawful money of the Union of India in hand and well and truly by the Purchaser to the Vendor paid at or before the execution hereof (the receipt whereof the Vendor doth hereby as also by memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof acquit release and forever discharge the Purchaser as also the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be) the Vendor doth hereby indefeasibly and absolutely grant sell convey transfer assign and assure unto and to the Purchaser **ALL THAT 1/13th (one-thirteenth) undivided share in ALL THOSE** the various pieces and parcels of land, containing an area of 143 Satak equivalent to 4 (four) Bighas 6 (six) Cottahs 8 (eight) Chittacks be the same a little more or less situate lying at and comprised in C.S. and R.S. Dag Nos.116 (recorded as "Sali" in the Records of Rights of the State Government), 117 (recorded as "Danga"), 118 (recorded as "Doba") and 119 (recorded as "Danga"), recorded in C.S. Khatian No.297, R.S. Khatian No.296, in Mouza Sayedpur (also known as Saiyadpur and Saiyedpur), J.L. No.12, Touzi No.23, R.S. No.193, being Municipal Premises No.338 Motilal Gupta Road, Police Station Behala, Kolkata 700082, Additional District Sub-Registrar Behala, in the District of South 24 Parganas, in Ward No. 122 of the Kolkata Municipal Corporation, morefully and particularly mentioned and described in **the SCHEDULE** hereunder written (hereinafter for the sake of brevity referred to as "**the SAID PROPERTY**") **AND** all the entire ownership shares rights title interest of the Vendor in or upon the said Property and all rights benefits advantages appurtenances and appendages connected and/or attributable thereto **TOGETHER WITH** like undivided share in all and singular the intangible assets edifices fixtures gates courts courtyards compound, compound walls areas sewers

Contd. P/6

drains ways paths passages driveways fences hedges ditches trees walls boundary walls water courses lights and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever to the said Property belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith **AND** all legal incidents thereof **AND** reversion or reversions remainder or remainders **and** the rents issues and profits thereof and all and every part thereof **AND** all the estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Vendor into out of or upon the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** all deeds pattahs muniments writings and evidence of title which in anywise relate to the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be which now are or hereafter shall or may be in possession power or control of the Vendor or any other person or persons from whom the Vendor can or may procure the same without any action or suit **TO HAVE AND TO HOLD** the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser absolutely and forever free from all encumbrances mortgages charges liens lispendens attachments trusts uses debutters leases tenancies thika tenancies occupancy rights claims demands acquisition requisition alignment and liabilities whatsoever or howsoever and with "khas" peaceful vacant possession of the entirety of the said Property, to the extent of the share hereby conveyed.

II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Vendor done committed executed or knowingly permitted or suffered to the contrary the

Contd. P/7

Vendor has been and is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same;

- (ii) **AND THAT** the Vendor has not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;
- (iii) **AND THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor has now in itself good right full power and absolute authority and indefeasible title to grant sell convey transfer assign and assure all and singular the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid according to the true intent and meaning of these presents;
- (iv) **AND THAT** the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be now are free from all claims demands encumbrances mortgages charges liens attachments leases tenancies occupancy rights restrictive covenants lispensens uses debutters trusts prohibitions and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendor or its predecessors-in-title.

- (v) **AND THAT** the Purchaser shall or may at all times hereafter peaceably and quietly hold use possess and enjoy the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons having or lawfully rightfully or equitably claiming as aforesaid.

- (vi) **AND THAT** free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Vendor or any person or persons having or lawfully rightfully or equitably claiming as aforesaid and effectually saved defended kept harmless and indemnified of from and against all manner of former and other estate right title interest charges mortgages encumbrances leases tenancies occupancy rights restrictive covenants liens attachments lispensens uses debutters trusts acquisition requisition alignment claims demands and liabilities whatsoever or howsoever created by the Vendor or any person or persons claiming as aforesaid.

- (vii) **AND THAT** the Vendor and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Vendor or its predecessors-in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid as shall or may reasonably be required by the Purchaser.

(viii) **AND ALSO THAT** the Vendor shall at all times hereafter indemnify and keep saved harmless and indemnified the Purchaser and the Purchaser's successors or successors in title and interest against all losses, damages, costs, charges, expenses, claims, demands and consequences if any suffered by the Purchaser or the Purchaser's successors or successors in title or interest by reason of any defect in the title of the Vendor to the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be or by reason of any of the representations declarations and assurances made by the Vendor herein being found to be untrue, incorrect, false or misleading.

III. AND THE VENDOR DOTH HEREBY RECORD REPRESENT DECLARE CONFIRM AND ASSURE THE PURCHASER as follows:

- a) That the Vendor has simultaneously with the execution hereof delivered to the Purchaser peaceful vacant possession of the said Property to be held jointly with the owners of the remaining undivided share therein;
- b) That all khajana, municipal and all other rates and taxes in respect of the properties benefits advantages and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be for the period upto the date hereof shall be the liability of the Vendor and the Vendor shall pay the same forthwith on a demand being made by the Purchaser and shall indemnify and keep saved harmless and indemnified the Purchaser in respect thereof as also for all losses damages claims demands and proceedings as may be suffered by the Purchaser due to non-payment or delay in payment thereof.

THE SCHEDULE ABOVE REFERRED TO AS
(Said Property)

ALL THOSE the various pieces and parcels of land, containing an area of 143 Satak equivalent to 4 Bighas 6 Cottahs 8 Chittacks be the same a little more or

less situate lying at and comprised in C.S. and R.S. Dag Nos.116 (recorded as "Sali" in the Records of Rights of the State Government), 117 (recorded as "Danga"), 118 (recorded as "Doba") and 119 (recorded as "Danga"), recorded in C.S. Khatian No. 297, R.S. Khatian No. 296, in Mouza Sayedpur (also known as Saiyadpur and Saiyedpur), J.L. No. 12, Touzi No. 23, R.S. No. 193, being Municipal Premises No. 338 Motilal Gupta Road, Police Station Behala, Kolkata 700082, Additional District Sub-Registrar Behala, in the District of South 24 Parganas, in Ward No. 122 of the Kolkata Municipal Corporation, as delineated in the plan annexed hereto duly bordered thereon in "**Red**", and butted and bounded follows :-

- On the **North** : Partly by Premises Nos.689, 192 & 189 Motilal Gupta Road, Kolkata – 700 082 and comprised in R.S. Plot No. 120, 121, 132 & 133;
- On the **East** : By Motilal Gupta Road;
- On the **South** : Partly by Premises Nos.73 & 83/2 Motilal Gupta Road, Kolkata – 700 082 and comprised in R.S. Plot No.111
- On the **West** : Partly by Premises Nos. 282 & 503 Motilal Gupta Road, Kolkata – 700 082 and comprised in R.S. Plot No.113

Be it mentioned that by this deed, 1/13th (**one-thirteenth**) **undivided share** in the aforesaid Property, which is equivalent to 11 Satak i.e. 6 Cottahs 10 Chittacks 21 Sq.ft. be the same a little more or less, is being conveyed comprising in the following Dag nos :-

<u>Dag Nos.</u>	<u>Area in Satak</u>
116	6.08
117	3.15
118	0.46
119	1.31
Total Area	11.00

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

SIGNED SEALED AND DELIVERED
by the withinnamed VENDOR
at Kolkata in the presence of:

1. Dipankar Bhowmik
vill - Dihigumai
Post - Khanahi
P.S. - Nandakumar
Dist - purbamedinipur.
2. Gopal Sarthar
18/1, Abdul Latif Street.
P.O. Belghoria, Kolkata - 700056

For R. S. A. ENTERPRISES

Ashish Chow
Partner

For R. S. A. ENTERPRISES

Samuel Agreemala
Partner

V E N D O R

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. 13,91,000/- (Rupees Thirteen Lacs Ninety One Thousand) only being the consideration in full payable under these presents as per Memo written hereinbelow :

MEMO OF CONSIDERATION

<u>Date</u>	<u>Chq. no.</u>	<u>Name of Bank & Branch</u>	<u>Amount</u>
16.09.10	692214	ABN Amro Bank Brabourne Rd. Br.	8,91,000/-
16.09.10	712234	State Bank of India Commercial Br. Ballygunge	5,00,000/-
Total			<u>13,91,000/-</u>

(Rupees Thirteen Lacs Ninety One Thousand only)

For R. S. A. ENTERPRISES

Adim

Partner

WITNESSES: -

For R. S. A. ENTERPRISES

Samuel Agameala

Partner

1. Dipankar Bhowmik.

2. Gopal Sarthar

18/1 Abdul Latif Street

P.O. Belghoria, Kolkata - 700 056

V E N D O R



Government Of West Bengal
Office Of the D.S.R.-II SOUTH 24-PARGANAS
District:-South 24-Parqanas

Endorsement For Deed Number : I - 09458 of 2010
(Serial No. 08888 of 2010)

On 20/09/2010

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23,4 of Indian Stamp Act 1899.

Payment of Fees:

Fee Paid in rupees under article : A(1) = 16819/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 20/09/2010

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1530000/-

Certified that the required stamp duty of this document is Rs.- 91820 /- and the Stamp duty paid as: Impressive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 46800/- is paid, by the Bankers cheque number 233773, Bankers Cheque Date 16/09/2010, Bank Name State Bank of India, BEPIN BEHARI GANGULY ST, received on 20/09/2010
2. Rs. 45000/- is paid, by the Bankers cheque number 233752, Bankers Cheque Date 16/09/2010, Bank Name State Bank of India, BEPIN BEHARI GANGULY ST, received on 20/09/2010

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

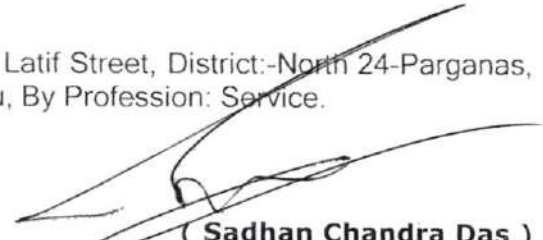
Presented for registration at 11.32 hrs on :20/09/2010, at the Office of the D.S.R.-II SOUTH 24-PARGANAS by Ashish More , one of the Executants.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 20/09/2010 by

1. Ashish More
Partner, Rsa Enterprises, 18/1 May Fair Rd, Thana:-Karaya, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700019 .
, By Profession : Business
2. Sameer Agarwala
Partner, Rsa Enterprises, 18/a May Fair Rd, Thana:-Karaya, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700019 .
, By Profession : Business

Identified By Gopal Sarkar, son of Nani Sarkar, 18/1 Abdul Latif Street, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700056 , By Caste: Hindu, By Profession: Service.


(Sadhan Chandra Das)
DISTRICT SUB-REGISTRAR-II



Government Of West Bengal
Office Of the D.S.R.-II SOUTH 24-PARGANAS
District:-South 24-Parqanas

Endorsement For Deed Number : I - 09458 of 2010
(Serial No. 08888 of 2010)

(Sadhan Chandra Das)
DISTRICT SUB-REGISTRAR-II


(Sadhan Chandra Das)
DISTRICT SUB-REGISTRAR-II
EndorsementPage 2 of 2

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the D.S.R.-II SOUTH 24-PARGANAS, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 08888 / 2010

I . Signature of the Presentant

Name of the Presentant	Signature with date
Ashish More	<i>Ashish More</i> 20/9/10

II . Signature of the person(s) admitting the Execution at Office.

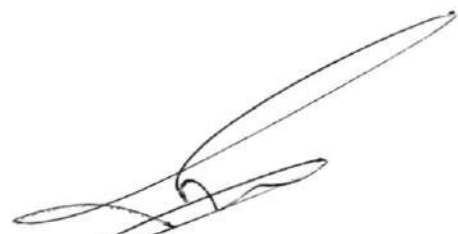
Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Ashish More Address -18/a May Fair Rd, Thana:-Karaya, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700019	Self	 20/09/2010	 LTI 20/09/2010	<i>Ashish More</i>
2	Sameer Agarwala Address -6a Iron Side Rd, Thana:-Karaya, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700019	Self	 20/09/2010	 LTI 20/09/2010	<i>Sameer Agarwala</i>

Name of Identifier of above Person(s)

Gopal Sarkar
18/1 Abdul Latif Street, District:-North 24-Parganas,
WEST BENGAL, India, P.O. :- Pin :-700056

Signature of Identifier with Date

Gopal Sarkar
20/09/10



(Sadhan Chandra Das)
DISTRICT SUB-REGISTRAR-II
Office of the D.S.R.-II SOUTH 24-PARGANAS

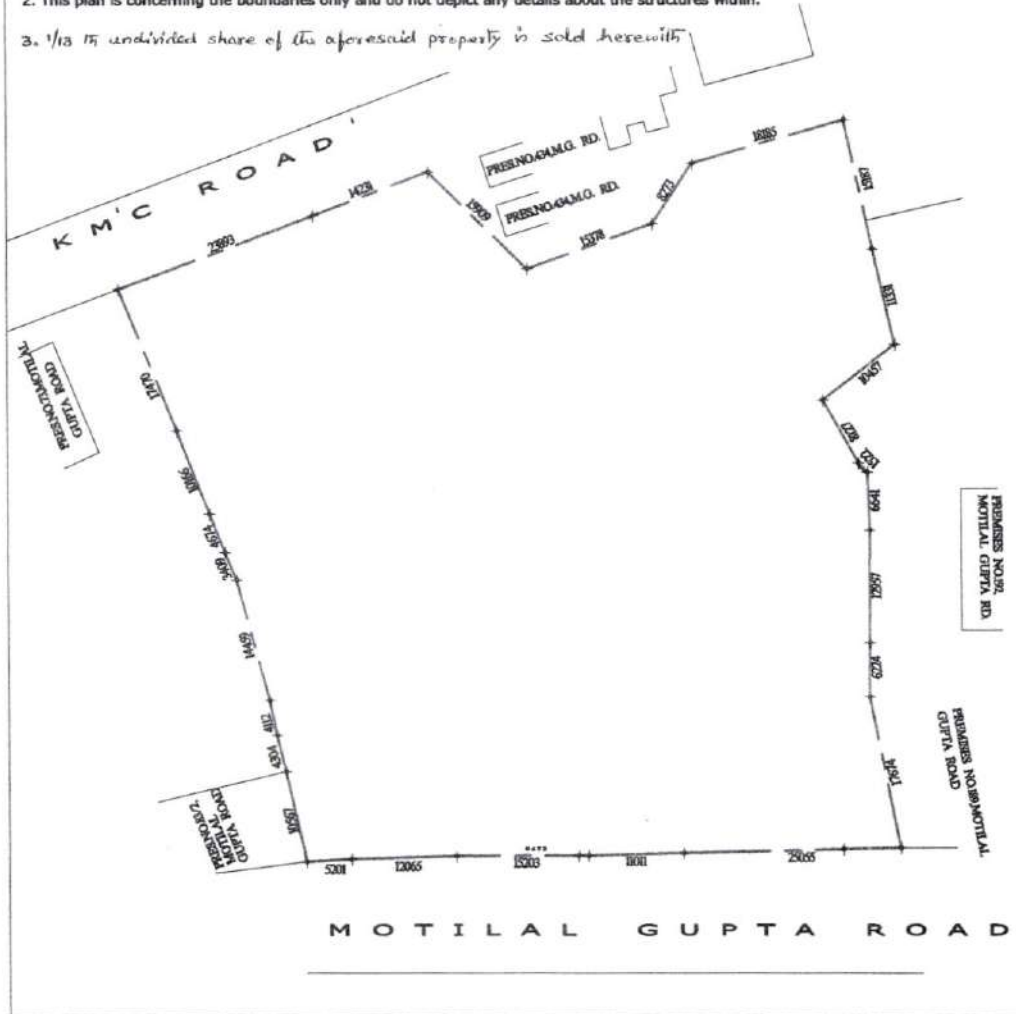
MAP OR PLAN FORMING PART OF THE FOREGOING DOCUMENT
 CONCERNING THE BOUNDARIES OF MUNICIPAL PREMISES NO.338
 MOTILAL GUPTA ROAD, KOLKATA-700082,P.S BEHALA,A.D.S.R. BEHALA,
 WITHIN WARD NO. 122 OF THE KOLKATA MUNICIPAL CORPORATION.



SCALE:-1:600

NOTE :-

1. Municipal Premises No. 338 MOTILAL GUPTA ROAD,KOLKATA, admeasuring 4(four) Bighas-6(six) Cottahs- 8(eight)Sq. ft. being the subject mater of the foregoing document shown thus within "RED" borders.
2. This plan is concerning the boundaries only and do not depict any details about the structures within.
3. 1/13 th undivided share of the aforesaid property is sold herewith



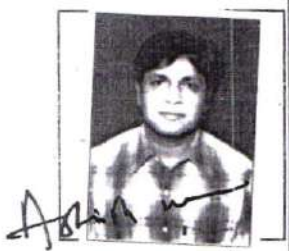
For R. S. A. ENTERPRISES

Ashim
Partner

For R. S. A. ENTERPRISES

Sameer Aggarwal
Partner

SPECIMEN FORM FOR TEN FINGERPRINTS



Ashish Arora

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

Sanjeev Agarwal



Sanjeev Agarwal

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

Akash Agarwal



Akash

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					