

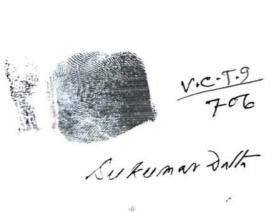
SUKUMAR DUTTA by occupation- Retired from service AND (2) SRI SUKUMAR DUTTA by occupation- Service both sons of Late Jnanada Charan Dutta both at present residing at 20/2, Jogipara Road, under Police station DumDum, District North 24 Parganas, PIN 700 028, Nationality Indian, hereinafter referred to as the LAND OWNERS/VENDORSS (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and to include their respective heirs, executors, administrators, legal representatives and assigns) of the FIRST PART

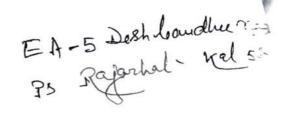
AND

M/S. TRIMURTI BUILDERS a Partnership Firm incorporated by the provisions of Indian Partnership Act, 1932 as amended upto date having its Registered Office at EA-5, Deschandhu Nagar, Baguiati, under Police Station-Rajarhat, District-North 24 Parganas, PIN 700 059 represented by its Partners namely (1) SRI SUBRATA ROY son of Late Shyamsundar Roy by faith-Hindu, by occupation-Business, presently residing at EA/5, Deshbandhu Nagar, under Police Station-Rajarhat, District-North 24 Parganas, PIN 700 059, AND (2) SRI MRINAL KANTI SARKAR Son of Sri Manindra Chandra Sarkar by faith-Hindu, by occupation-Business presently residing at 78, Rafi Ahmed Kidwai Road, under Police Station-Lake Town, District-North 24 Parganas, both are Indian Nationals, hereinafter referred to as the DEVELOPER/CONFIRMING PARTY (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and to include its respective heirs, successors in office, executors, administrators, legal representatives and assigns) of the SECOND PART

AND

SRIMATI SRABANI MITRA wife of Sri Arindam Mitra by occupation—House wife AND (2) SRI ARINDAM MITRA son of Late Ananda Gopal Mitra by occupation Business, both by faith Hindu, both presently residing at EA-6, Deshbandhu Nagar, under Police Station Rajarhat, District North 24 Parganas PIN 700 059, both are Indian Nationals, hereinafter referred to as the PURCHASERS (which







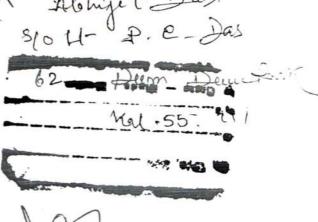


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been sanctioned and approved by the South DumDum Municipality vide Plan No. 755 dated 10.04.2002;

AND WHEREAS with an object to develop the land, the Vendors herein entered into an agreement with the DEVELOPER/Confirming Party with M/S. TRIMURTI BUILDERS a Partnership Firm incorporated by the provisions of Indian Partnership Act, 1932 as amended upto date having its Registered Office at EA-5, Deshbandhu Nagar, Baguiati, under Police Station-Rajarhat, District-North 24 Parganas, PIN 700 059 represented by its Partners namely (1) SRI SUBRATA ROY son of Late Shyamsundar Roy by faith-Hindu, by occupation-Business, presently residing at EA/5 Deshbandhu Nagar, under Police Station-Rajarhat, District-North 24 Parganas, PIN 700 059, AND (2) SRI MRINAL KANTI SARKAR Son of Sri Manindra Chandra Sarkar by faith-Hindu, by occupation-Business presently residing at 78, Rafi Ahmed Kidwai Road, under Police Station-Lake Town, District-North 24 Parganas, and thus appoint as the sole and exclusive DEVELOPER of the said plot of land for the purpose of construction of the new four storied apartment building thereupon as the terms and conditions recorded therein:

AND WHEREAS the DEVELOPER/confirming party already constructed the new four storied apartment building comprised with several numbers of flats and several numbers of car parking space in the said building with common amenities and facilities thereto in conformity with the said sanctioned plan and the specification;

AND WHEREAS the Purchasers has perused and satisfied with the sanction plan, specification of the newly constructed building and title of the said plot of land;

AND WHEREAS by an agreement dated 26.01.2004 the DEVELOPER/Confirming Party along with the Vendors herein have agreed to sell and the Purchasers agreed to Purchase One FLAT being No. A on the third floor measuring about 900 (nine hundred) Square feet super built up area together with the undivided

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context or subject be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the THIRD PART

WHEREAS the party of the First Part VENDORSS/LAND OWNERS herein are the absolute joint owners and they seized and possessed or otherwise well and sufficiently entitled to ALL THAT piece or parcel of a plot of land measuring an area of 4(four) cottahs 1 (one) chittaks 14 (fourteen) square feet be the same little more or less, lying and situate under Mouza-SATGACHI, J. L. No. 20, R. S. No. 154, Touzi No. 182, comprised in Dag No. 2312 appertaining to Khatian No. 625 being Municipal Premises No. 20/2, Jogipara Road, Satgachi, having Municipal Holding No. Formerly 51 and at present 77 within the local limits of the ward no. 18, of the South Dumdum Municipality under Police Station DumDum in the District North 24-Parganas, by virtue of one Registered Deed of Gift made and executed by their mother namely SRIMATI CHARUBALA DUTTA and one sister namely AVA AICH ROY on the 25TH day of JANUARY, 2001 which has been duly registered at the office of the Additional District Sub-Registrar at Cossipore DumDum and the same has been recorded into Book No. 1, Volume No. 30, Pages 1 to 12 Being No. 1221 for the year 2001 which is specifically mentioned in the first schedule hereinafter written hereinafter referred to as the "SAID PREMISES":

AND WHEREAS the VENDORSS has been at all material times and are still now absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT plot of land containing an area of 4(four) cottahs 1 (one) chittaks 14 (fourteen) square feet be the same little more or less particularly mentioned and described in the FIRST SCHEDULE hereunder written (hereinafter referred to as "THE SAID PLOT OF LAND") absolutely free from all encumbrances charges liens lispendens trust and/or attachments whatsoever;

AND WHEREAS the Vendors with a view to develop the said land by way of construction of an apartment building consists of number of flats and car parking space in the proposed building formulated scheme and necessary plans

particularly described in the Second Schedule written hereunder together with all amenities, facilities, restrictions and common expenses provided thereto as specifically and particularly described in the Third, fourth, fifth and sixth Schedule respectively written hereunder along with the intent and object that the Purchasers shall entitled to hold the said FLAT by way of exploiting in lawful residential purposes at and for consolidated consideration of RS. 4,80,000/– (Rupees four lac eighty thousand) only which has paid by the Purchasers to the DEVELOPER/ Confirming Party on or before execution of these presents as detailed below in the memo of consideration;

NOW THIS INDENTURE WITNESSETH by and between the parties hereto as follows:

In pursuance of the said agreement and in consideration of the said sum of RS. 4,80,000/- (Rupees four lac eighty thousand) only of the lawful money of the Union of India and truly paid by the Purchasers herein to the vendors and vendors the whereof DEVELOPER/confirming party (receipt DEVELOPER/confirming party doth hereby as also by the memo of consideration written herein below admit and acknowledge and of and from the same and every part thereof hereby acquit release and forever discharge the Purchasers and the Property hereby sold and transferred) the Vendors and DEVELOPER herein collectively doth hereby sell, grapt, transfer, convey assign and assure unto the Purchasers ALL THAT the FLAT being numbered A on the third floor of the building lying and situated at the premises being known and identified as _ APARTMENT at 20/2, Jogipara Road, Satgachi under Police Station DumDum District North 24 Parganas PIN 700 028 which comprised in 4 (four) cottahs 1 (one) chittaks 14 (fourteen) square feet be the same little more or less, lying and situate under Mouza-SATGACHI, J. L. No. 20, R. S. No. 154, Touzi No. 182, comprised in Dag No. 2312 appertaining to Khatian No. 625 being Municipal Premises No. 20/2, Jogipara Road, Satgachi, having Municipal Holding No. Formerly 51 and at present 77 within the local limits of the ward no. 18, of the South Dumdum Municipality under Police Station Dumdum in the District North 24-Parganas contained by measurement 900 (nine hundred) square feet super huilt up area he the same limbs access to

- parking space and every part thereof in good conditions so as to support and protect other supporting parts of the building.
- That the Purchasers shall not make any addition and alteration in structural work of the said flat except with the prior approval and sanction of the South DumDum Municipality and/or appropriate authority.
- m) That the Purchasers shall not use stove or Chula in the open space and other common portions and/or allow smoke to spread and go in common portions.
- n) That the Purchasers shall not to do any act, good or thing whereby the Vendors are prevented from selling assigning or disposing off any other portion or portions in the said building.
- o) That the Purchasers shall use in common with other occupiers and owners the common areas and facilities and in the passage of entrance from the main road to the premises and the corridors of the building.

FIRST SCHEDULE ABOVE REFERRED TO

LAND

ALL THAT piece or parcel of a plot of land measuring an area of 4 (four) cottahs 1 (one) chittaks 14 (fourteen) square feet be the same little more or less, lying and situate under Mouza-SATGACHI, J. L. No. 20, R. S. No. 154, Touzi No. 182, comprised in Dag No. 2312 appertaining to Khatian No. 625 being Municipal Premises No. 20/2, Jogipara Road, Satgachi, having Municipal Holding No. Formerly 51 and at present 77 within the local limits of the ward no. 18, of the South DumDum Municipality within the jurisdiction of the office of the Additional District Sub Registrar at Cossipore DumDum, under Police Station DumDum in the District North 24-Parganas, butted and bounded as follows:

ON THE NORTH: Land and building of Biswanath Dutta;

ON THE SOUTH: Six feet wide common passage and Rabindra Nath Dey;

ON THE EAST: Land of Haradhan Dhar and Rabindra Nath Dey;

ON THE WEST: Jugi Para Road;

transfer alienate and/or to construct thereon and the Purchasers hereby agrees and consent to the same.

- c) That the Purchasers only for the lawful purpose shall always use the said flat only.
- d) That the Purchasers shall be liable and agree to make payment of the proportionate share of maintenance and service charges regularly and punctually within seven days from the days of the submissions of the bills.
 - e) That in the event of any capital expenditure for repairs maintenance etc. for common purpose the Purchasers shall be liable to make payment of the proportionate share as shall be determined.
 - f) That the Purchasers shall be liable to make payment of the Municipal rates, taxes and outgoing in respect of the said flat in full and of the common parts on the basis of prorate until unless said flat separately assessed.
 - g) That the Purchasers shall become a member of the Association to be formed which will comprise with all the Purchasers/occupiers of the space or spaces of the said building along with the Vendors for maintenance of the common parts.
 - h) That the Purchasers shall permit the Vendors, DEVELOPER and their agent with or without workmen at all reasonable time on notice (save and except in case of emergency) to enter into space of the Purchasers to check, view and examine to state and condition of the said space and their convenience and for purpose of cleaning, repairing and keeping in order the sewers, drain, pipes, rain water pipes, electric cables and conditions.
 - i) That the Purchasers shall not deposit throw accumulate any rubbish water dirt rage or other refuge in the common parts of the building or premises or permit the same.
 - j) That the Purchasers shall not display any hoarding, sign boards or play cards on the terrace of the said unit or any share else in the said premises. It is hereby made expressly not to put any thing outside the

and interest whatsoever in the said flat from under through or in trust for the Vendors and DEVELOPER and free and clear and freely and clearly and absolutely acquitted, exonerated and forever discharged or otherwise and by and at the cost of the Vendors and DEVELOPER well and sufficiently saved, harmless and indemnified of from and against all charges liens attachments and encumbrances whatsoever made, done, executed or occasioned by the Vendors or any person or persons lawfully or equitably claiming as aforesaid.

- d) That the Vendors and DEVELOPER and all persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the said flat from through under or in trust for the Vendors and DEVELOPER shall and will from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers do make acknowledged and execute or cause to be done made acknowledge and executed all such further and other acts, deeds, things and assurances whatsoever for further, better and more perfectly, assuring the said flat sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.
- 2. THE PURCHASERS HEREBY AGREED AND COVENANT WITH THE VENDORS AND DEVELOPER as follows:
 - a) That the right of the Purchasers shall remain restricted to the said flat and the properties appurtenant thereto and the Purchasers and/or any persons claiming through his, shall not be entitled to claim any right over and in respect of the remaining portions of the said building and/or the open spaces, side spaces and back spaces in the said premises and the same shall absolutely belong to the Vendors and DEVELOPER and/or any person authorized by the Vendors and DEVELOPER in that regard.
 - b) That the Vendors and DEVELOPER and/or any person authorized by the Vendors and DEVELOPER shall be entitled to hold the said open space,

share of common expenses for the maintenance of the said building as mentioned in the SIXTH SCHEDULE written hereunder.

- 1. THE VENDORS AND DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASERS as follows:
 - a) That notwithstanding any act deed matter or thing by the Vendors and DEVELOPER or by any of their ancestors or predecessors in title done executed or knowingly suffered or permitted or suffered to the contrary Vendors and DEVELOPER is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat/car parking space together with the sanctioned plan hereby sold granted conveyed transferred assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same AND THAT NOTWITHSTANDING any such act deed matter or thing whatsoever as aforesaid the Vendors and DEVELOPER has now good right full power and lawful and absolute authority to sell grant convey transferred assigned and assured or expresses so to be unto and to the use of the Purchasers absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever.
 - b) That notwithstanding any act, deed or thing whatsoever heretofore done committed or knowingly suffered by the Vendors and DEVELOPER to the contrary the Vendors and DEVELOPER has good right full power absolute authority and indefeasible title and/or otherwise well and sufficiently entitled to sell grant transfer convey assign assure the said flat unto the Purchasers in the manner aforesaid.
 - c) That it shall be lawful for the Purchasers at all times hereafter to peaceably and quietly to enter into and upon and hold, occupy and enjoy the said flat and receive the rents, issues profits thereof without any lawful eviction, interruption, hindrance, disturbance claim or demand whatsoever from or by the Vendors and DEVELOPER or any person or

particularly mentioned in the SECOND SCHEDULE hereunder written together with the undivided proportionate share in the land where the Flat is being lying and situated at the said plot of land which specifically and particularly mentioned in the FIRST SCHEDULE written hereunder and ALSO undivided share of the common passage in the building in common with the other occupiers of the building for the purpose of the beneficial use and enjoyment of the said FLAT including the uninterrupted and free access to and from the main Municipal Road AND other common areas portions amenities restrictions and common expenses specifically and particularly described in the THIRD, FOURTH, FIFTH AND SIXTH SCHEDULE respectively written hereunder hereinafter collectively referred to as the said FLAT OR HOWEVER OTHERWISE THE SAID FLAT now is or at any time or time hereto before was situated, butted, bounded, called, known, described and distinguished together with all fixtures walls, sewers, drains, passage, water courses in the BUILDING and all manner of former or other rights, liberties, easements, privileges, advances, appendages and appurtenances whatsoever to the said FLAT or any part thereof usually occupied or enjoyed or reputed to belonging or be appurtenant therein AND the reversion or reversions, reminder or reminders and the rents issues and profits thereof and every part thereof and all the estate rights, title, interest, claim, use inheritance, trust, property or deemed whatsoever of the Vendors doth at law or in equity into and upon the said FLAT or any or any part thereof TO HAVE AND TO HOLD the said FLAT hereby granted, conveyed, transferred, assigned and assured or expressed or intended so to be and every part thereof together with his and every of his respective rights member and appurtenances whatsoever unto the Purchasers absolutely and for ever free from all encumbrances, trusts, liens and attachments whatsoever SUBJECT NEVERTHELESS to the easements or quasi easements and other stipulations or provisions in connections with the beneficial use and enjoyment of the said FLAT as mentioned in the FOURTH SCHEDULE hereunder written and excepting the receiving unto the Vendors and DEVELOPER/ confirming party and the other owners and occupiers of the other flats car parking space in the said building such easements or quasi easements and other rights and privileges as are mentioned in the FIFTH SCHEDULE hereunder written

SECOND SCHEDULE ABOVE REFERRED TO

FLAT

ALL THAT FLAT NO. A, situated in the third floor of the building standing on the premises mentioned in the First Schedule herein above containing an area by measurement 900 (nine hundred) Square feet Super built up area be the same little more or less comprised with 3 (three) Bed rooms, 1 (one) Living cum dinning, 1(one) Kitchen, 1(one) Bath and privy, 1 (one) W. C., 1 (one) Verandah together with the undivided proportionate share of land in the said Premises being known and identified as _______ APARTMENT along with the common parts and/or general common areas, amenities and facilities in the said building.

THE THIRD SCHEDULE ABOVE REFERRED TO COMMON AREA

- The Land on which the Building is located and all easements, rights and appurtenances belongings to the land and the building;
- The foundation, columns, girders, beams, supports etc.
- 3. One pump room with motor and pump and distribution pipes;
- 4. Water pump, water tank water pipes and other common plumbing installation;
- Top of the roof, corridors, lobbies, landings, in all floors and entrance and exits in the ground floor of the building;
- Electrical wiring, motor and fittings;
- 7. Water and sewerage, evacuation pipes to the drains and sewerage;

THE FOURTH SCHEDULE ABOVE REFERRED TO EASEMENT AND QUASI EASEMENTS

The Purchasers shall be entitled to all rights, privileges including the right of vertical and lateral supports easements, quasi easement, appendages and appurtenances whatsoever belonging or in any way appertaining to the said flat

held used occupied or enjoyed or reputed or known as part parcel or member thereof or appertaining thereto which are hereinafter specifically specified EXCEPTING AND RESERVING unto the Vendors cum DEVELOPER and other co-owners and occupiers of the building the rights, easements, quasi easement, privileges and appurtenances hereinafter more particularly set fourth in the fifth schedule hereto.

The right of access in common with the Vendors cum DEVELOPER and other owners and the occupiers of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance stairs landing corridors roof and other common parts of the building.

The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said premises and common part with or without vehicles over and along the passages path ways comprised within the said building sand the appurtenant land PROVIDED ALWAYS and it is declared that nothing herein contained shall permit the Purchasers or any person deserving title under the Purchasers and/or their servants, agents and employees, invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the Vendors and other co-owners or occupiers properly entitled to such passage or pathways or common parts as aforesaid.

The right of protection of the building and the properties appurtenant thereto by or from all other parts of the said building as they now protect the same and in any manner not to demolish the support at present enjoyed by the said premises and properties appurtenant thereto from the other part or parts of the said building.

The right of passage in common as aforesaid of electricity, gas, water, telephones and soil pipes from and to the said flat and the properties appurtenant thereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said flat and the properties appurtenant thereto for all lawful purposes whatsoever.

The right with or without workman and necessary materials for the Purchasers to

building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains, wires and conduits aforesaid and for the purpose of rebuilding repairing or cleaning any part or parts of the said premises and the properties appurtenant thereto in so far as such repairing, repainting or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting emergent situation upon giving twenty four hours previous notices in writing of their intention so to be enter to the Vendors and other co-owners or occupiers property entitled to the same.

THE FIFTH SCHEDULE ABOVE REFERRED TO EXCEPTIONS AND RESERVATION

The under mentioned rights, easements, quasi-easement, privileges and appurtenances shall be excepted and be reserved unto the Vendors and/or other owners and occupiers entitled to the same and/or deriving rights title under them other then the Purchasers in respect of the said premises.

- The right of way in common with the Purchasers, the Vendors cum
 DEVELOPER and the other co-owners and occupiers entitled as aforesaid for
 the enjoyment and use of common parts or passages of the said building
 including its installations, stair case, entrance and other parts or passage
 and/or for the purpose connected therewith including ingress to and egress
 from the said building.
- 2. The right of passage in common as aforesaid of electricity, gas, water and soil from and to part or parts (other than the said floor and the properties appurtenant thereto) of the said building through pipes, drains, wires, conduits lying or being in under through or over the said premises and the properties appurtenant thereto as far as may be reasonably necessary for the beneficial use an occupation of the other portion or portions of the said building for all lawful purpose whatsoever.
- 3. The rights of protection of the other portions of the said building from or by all parts of the said premises and the properties appurtenant thereto in any manner not demolish the support at present enjoyed by the other portion or

portions of the building from the said floor and the properties appurtenant thereto.

THE SIXTH SCHEDULE ABOVE REFERRED TO COMMON EXPENSES

- 1. The proportionate expenses of maintaining, repairing, replacing, redecorating etc. of the main structures and in particular the gutters rain water pipes of the building, water pipes, sewer line and electric wires in under or upon the building and enjoyed or used by the Purchasers in common with the Vendors and other occupiers of other flat owners and shop and car parking space owners and main entrances, passages, Stair-case, landing of the said premises as enjoyed by the Purchasers/s or used by his/their in common as aforesaid and the boundary walls of the building and compound etc.
 - The costs of cleaning and lighting the passage, landing and staircase and other parts of the building enjoyed or used by the Purchasers in common as aforesaid.
 - 3. The costs of the maintaining and decorating the exterior of the building.
 - 4. The cost and expenses for running operations and maintaining water pump electric motors etc.
 - 5. The cost of the clerks, chowkiders, sweepers, mistry and caretakers etc.
 - 6. The cost of working and maintenance's of other lights and service charges.
 - The proportionate rates, taxes and outgoing in respect of the said shop which is otherwise to be borne and paid by the owner
 - 8. Maintenance of regular water supplies to the said flat.
 - 9. The cost of installation and maintenance of Generator.
 - 10.Insurance premiums to be paid for getting the building insured.

IN WITNESSES HEREOF THE VENDORS, DEVELOPER and PURCHASERS have hereunto set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED At CALCUTTA in the presence of:

Swafan Kumar Saha 9A - Narasinha Amerik Kol - 700074

Sikha Saha 180 K. H. K. Road Kol- 55

Sufuenas Dalla

SIGNATURE OF THE VENDORS

TRIMURTI BUILDERS

Li Sorter. Subrata Roy.

SIGNATURE OF THE DEVELOPER

Davidan Mitra -

SIGNATURE OF THE PURCHASERS

Drafted and prepared in my office

SUPROTIM SAHA

ADVOCATE

AA-20, DESHBANDHU NAGAR

KOLKATA 700 059

SPECIMEN FOR TEN FINGER PRINTS

SIGNATURE OF THE EXECUTANT/PRESENTANT

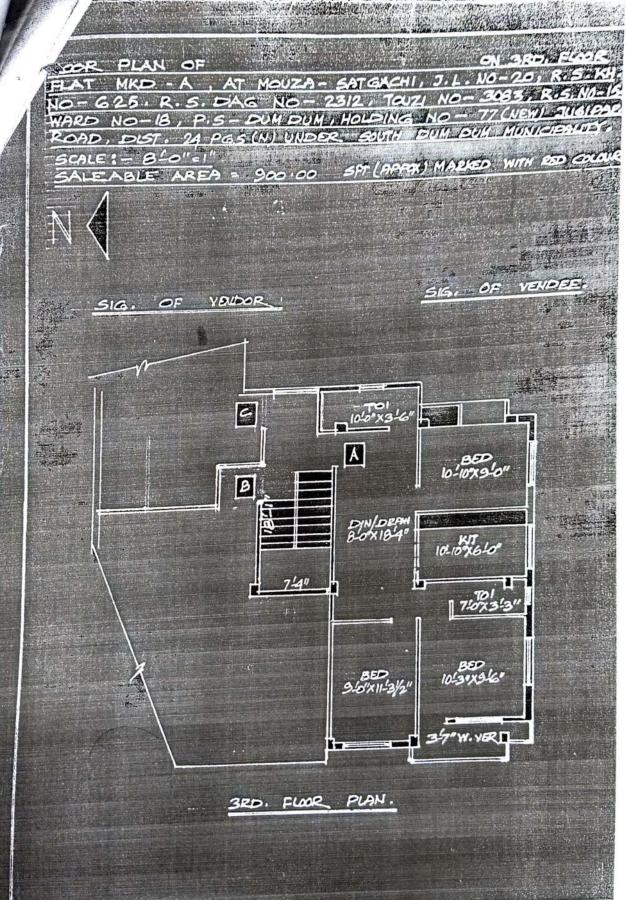
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SPECIMEN FOR TEN FINGER PRINTS

SIGNATURE OF THE EXECUTANT/PRESENTANT

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RECEIPT

Received a sum of RS. 4,80,000/- (Rupees four lac eighty thousand) only from the herein above named Purchasers according to memo of consideration stated hereinbelow

Memo of consideration

DATE. BANK

BRANCH

CHEQUE NUMBER

AMOUNT

Rupees five lac ten thousand only

Witnesses

Sufunar Dolla

VENDOR

Swofan Kumas Saha

Sikha Saha

TRIMURTI EUILDERS

Mainal Karti Larker.

Subrate Pro

DEVELOPER

Drafted and prepared in my office

SUPROTIM \$AHA

ADVOCATE

AA-20, DESHBANDHU NAGAR

