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THIS INDENTURE made this 15 Th day of March Two Thousand BETWEEN (1) SRIMATI RENUKA PAUL, widow of Late Krishna Binod Paul, by faith Hindu, by occupation Housewife (2) SRI MADHAB CHANDRA PAUL, son of Late Krishna Binod Paul, by faith Hindu, by occupation Servic e (3) SRI MADHUSUDAN PAUL, son of Late Krishna Binod Paul, by faith Hindu, by occupation Business all residing at BD 266, Salt Lake, Calcutta 700 064 (4) SRI GOBINDA PAUL, son of Late Krishna Binod Paul, by faith Hindu, by occupation Business residing at No. 189/1/1,Bangur Avenue, Block B, Calcutta 700 055 (5) SRI KESHAB CHANDRA PAUL, son of Late Krishna Binod Paul, by faith Hindu, by occupation Service residing at BC 53 Salt Lake, Calcutta 700 064 (6) SRIMATI BISHNUPRIYA KUNDU, wife of Bimal Kundu, by faith Hindu by

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Confei No...................... Sold to Bassing Prakash. p.an. alex of 67/12 Strand al Calcum. Collectorate. Sta Register 5 m and the gradient of the state 500 - 15 M in perimetar and the Europ 24600 15/3/00 Runka Lac Genund Por State Knigna Mugaltaun medherbes Runka Lel Madher Sudar Barry Mastal Calaul. By Lat Khilpen Bud Mode Sodaff-1. Sear Kichally band Colench Candra Fail Hand Thento tail Black Bignubryn mag Mo burg TU Bistmupaiya Kunche Hari Briya Pat. Gowi tundu Podder fall for Uma Pal. Munor Rugen Londo Speros Atunda pal Menow men (Bimalknishnet State Manindallal Kite 24, In his Mongho orghan, Calcutter - 700003 Bowla Burness 15/3/00



occupation Housewife, residing at BG 10, Salt Lake, Calcutta 700 064 (7) SRIMATI HARIPRIYA PAUL, wife of Dr. Jyotindra Chandra Paul, by faith Hindu, by occupation Housewife, residing at AE 464,Salt Lake, Calcutta 700 064 (8) SRIMATI GOURI KUNDU PODDAR, wife of Shyam Sundar Poddar, by faith Hindu, by occupation Housewife, residing at No. 43P, U 1 t a d a n g a Road, Calcutta 700 0 04 (9) SRIMATI HADHA PAUL, wife of Bimal Shankar Paul, by faith Hindu, by occupation Housewife residing at Block A, 107, Bangur Avenue, Calcutta 700 055 and (10) SRIMATI UMA PAUL, wife of Ashok Paul, by faith Hindu, by occupation Housewife, residing at 13 Shyampukur Street, Calcutta hereinafter jointly referred to as the VENDORS (which term or expression shall unless excluded by or repugnant to the

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Seriel No. 25590 sold to Rama Parakan pande of 6. J. Lin Strand. Ro ----- Jos forman Calouna Collectorate,

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subject or context be deemed to mean and include their and each of their heirs, executors, administrators, legal representatives and assigns) of the ONE PART <u>AND</u> RAM PRAKASH PANDEY, son of Murlidhar Pandey, by faith Hindu, by occupation Business, residing at No.67/22, Strand Road, Calcutta 700 006 hereinafter referred to as the PURCHASER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, nominee or nominees and assigns) of the OTHER PART :

WHEREAS by an Indenture of Conveyance dated the 30th January 1920 and made between the Trustees for the Improvement of Calcutta of the One Part and Haji Abdul Wajid, since deceased, of the Other Part the said Trustees for the Improvement of

Sortel No. 25554 Sold to R. Cassing Porting Sand Jan par Strand 60 12200 6.7. of. Calcuna Collectorate,

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Calcutta sold transferred granted and conveyed for consideration therein mentioned unto and in favour of the said Haji Abdul Wajid being the purchaser therein mentioned ALL THAT the piece and parcel of Revenue Free land contain ing by estimation an area of 6 Cottahs 7 Chittaks and 28 Sq.Feet, be the same or a little more or less, out of which 3 Chittaks 15 Sq.feet is occupied by a Tomb being part of Holding Nos.105, 107, 108 and 110 in Block No.III of the North Division of the town of Calcutta situate lying at and being Premises No. 61, Chittaranjan Avenue (then known as Premises No.48,Central -Avenue) in the town of Calcutta.

AND WHEREAS the said Haji Abdul Wajid on 25rd September 1924 executed a Deed of Wakf which was registered in the office of the Registrar of Assurances, Calcutta in Book No.I Volume

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Borini No......25.5.25 Sold to Realistic and Printer as hourselles of 6. J. J. 2. Jon Subar Subar pul Al. ----Calcuns Collectorate, Tressury

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No. III Pages 176 to 181 Being No. 4211 for the year 1924 declaring that out of his own free Will he made the Wakf in the name of GOD (SAHIL-ILLAH) of the said property.

AND WHEREAS in the year 1923 one Amzad Ali, one of the sons of Haji Abdul Wajid, instituted a suit in the Original Side of the Hon'ble High Court at Calcutta being Suit No. 63 of 1928 against (1) Haji Abdul Wajid (2) Haji Abdul Aziz (3) Haji Abdul Azim (4) Haji Abdul Hamid (5) Haji Abdul Halim and (6) Sakina Bibi (wife of the said Haji Abdul Wajid) and prayed for a decree (a) for declaration that the said Deed of Wakf dated September 23, 1924 executed by the said Haji Abdul Wajid was void and should be set aside; (b) that the heirs of the parties to the said suit be ascertained and declared, (c) for partition (d) for an order of sale if the property be incapable of being partitioned by metes and bounds (e) for Receiver, Costs and other reliefs.

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AND WHEREAS the said Sakina Bibi died intestate in the month of January 1928 and by an Order dated 26th January 1931 the death of the said deceased was recorded in the records of the said suit and the Official Liquidator, High Court, Calcutta was appointed as the Receiver over the said property and by an Order dated July 4, 1932 passed in the said suit the said receiver was subsequently discharged.

AND WHEREAS the said suit was decreed on February 2, 1934 whereby it was declared that the said Deed of Wakf dated September 23, 1924 was void and each of the defendants therein being the said Haji Abdul Wajid and his five sons as well as the plaintiff in the said Suit No. 63 of 1928 namely; Amzad Ali were each entitled to one-sixth share in the said property and one S. D. Banerjee, Bar-at-Law, was appointed as the Commissioner

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of Partition to effect partition of the said property, by metes and bounds, being Premises No. 61, Chittaranjan Avenue, Calcutta.

AND WHEREAS the said Haji Abdul Wajid died intestate on July 19, 1934 leaving behind him surviving his said five sons and one Musammat Wafia, his daughter, as his heiress, heirs and successors to the said property.

AND WHEREAS the death of the saidHaji Abdul Wajid was recorded in the said Suit No. 63 of 1928 instituted in the Hon'ble High Court at Calcutta vide Order dated August 20, 1937 and it was further declared that each of the said five sons of the said Haji Abdul Wajid was entitled to one-fifth share as declared in the decree passed earlier and accordingly the decree was amended.

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AND WHEREAS although the name of the said Musammat Wafia, daughter of the said Haji Abdul Wajid was not mentioned in the said Order but under the Mohamedan Law she was entitled to an one-eleventh share in the said one-sixth share of the said Haji Abdul Wajid, since deceased.

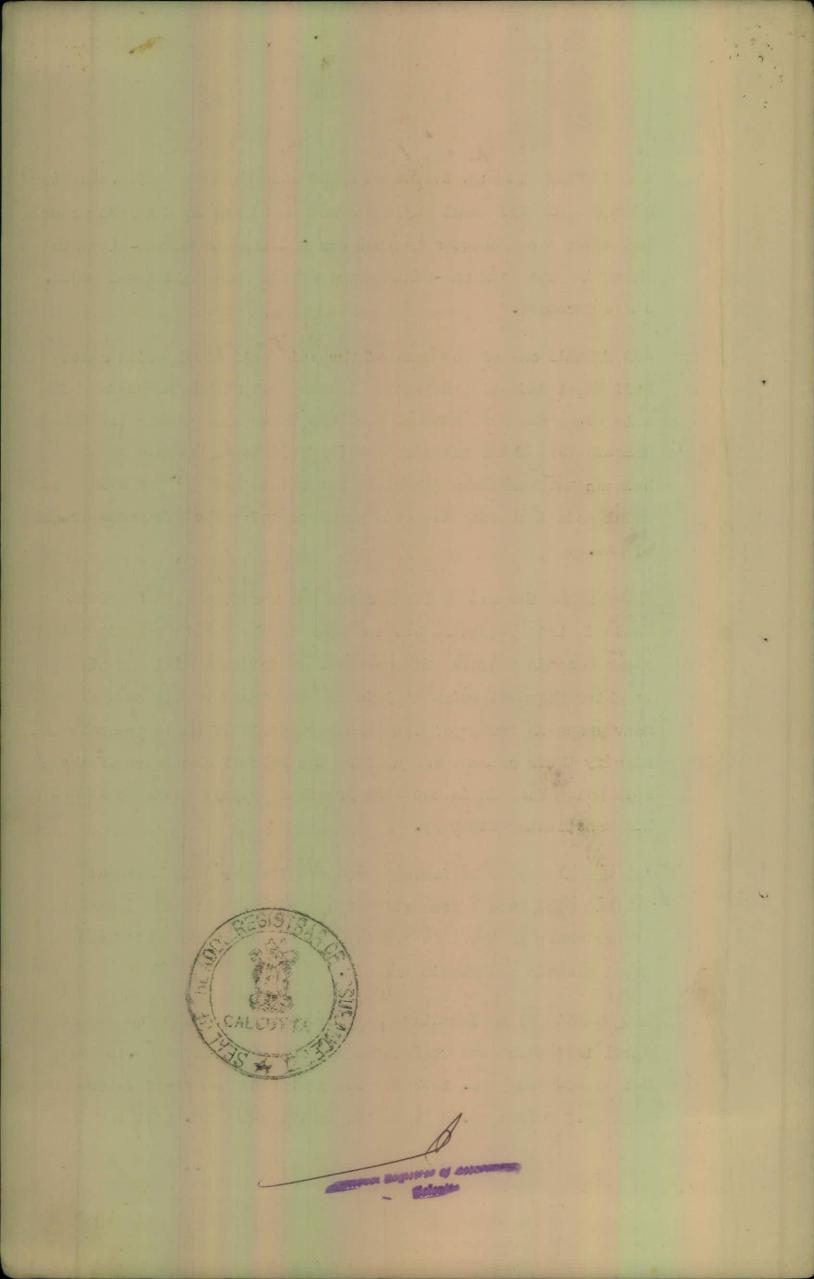
AND WHEREAS one of the sons of the said Haji Abdul Wajid namely Haji Abdul Aziz died intestate leaving behind him surviving his sole widow Musammat Rahamat Bibi and three sons namely (1) Golam Hossain (2) Abzal Hossain and (3) Haji Ekbal Hossain as his heiress and heirs who inherited the estate left by the said Jaji Abdul Aziz including the said premises under the Mohamedan School of Law.

AND WHEREAS the said Golam Hossain who was then out of British India in 1944 requested his two sons namely Khadim Hossain and Fayas Hossain and his wife Musammat Zabirunnesa Bibi and his daughter Musammat Amina to join in and execute the Deed of Conveyance in favour of the Vendors herein of these presents to signify their consent and confirm the sale of the share of the said Golam Hossain in the said premises by Haji Abdul Hamid and his Constituted Attorney.

AND WHEREAS by a Registered Deed of Gift the said Musammat Rahamat Bibi made a free gift of her right, title and interest of her share in the said premises in favour of the said Hazi Ekbal Hossain and Khadim Hossain.

AND WHEREAS by an Indenture of Conveyance dated the 2nd day of April 1944 which was registered in Book No.I Volume No.15 Pages 291 to 300 Being No. 1203 for the year 1944 and re-registered in Book No.I Volume No.36 Pages 161 to 173 Being No. 1431 for the

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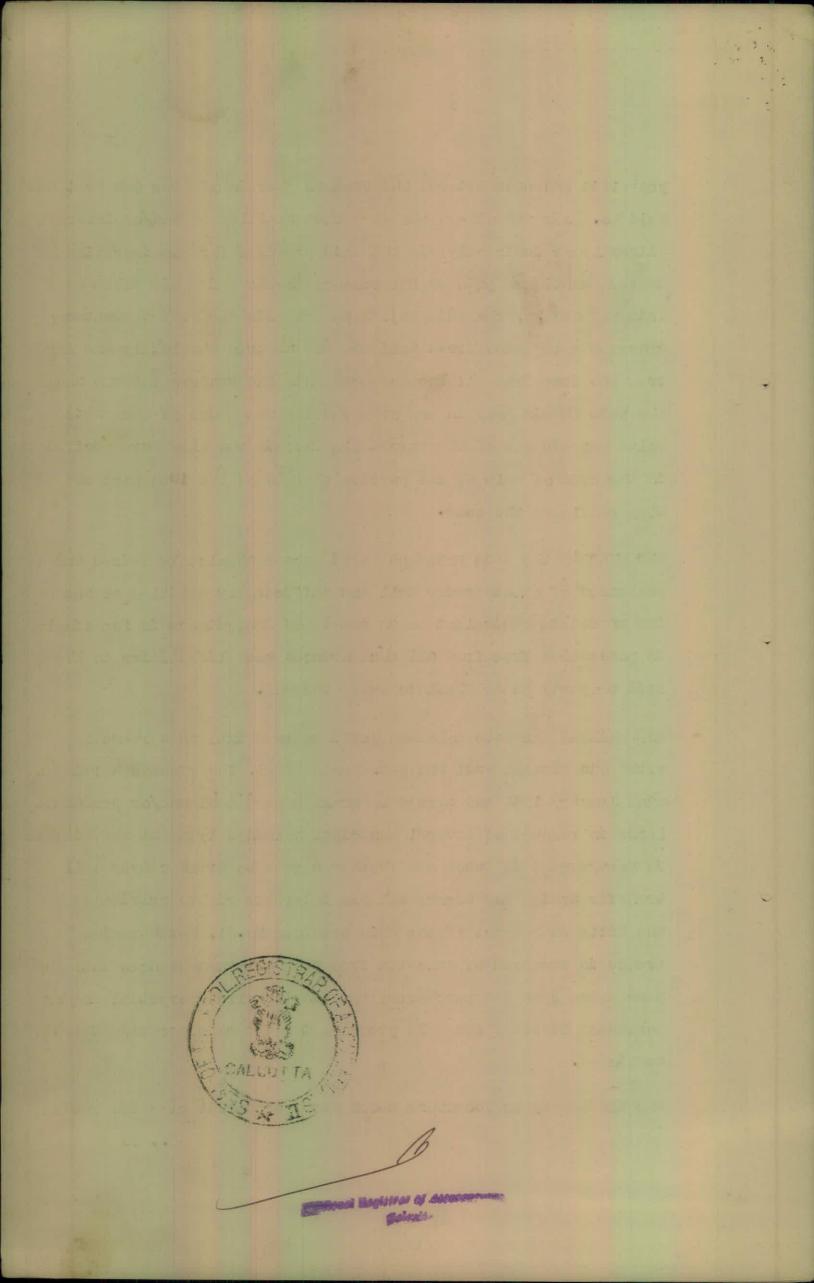
year 1944 and made between the Vendors therein of the One Part and Haji Md. Azim and others who were then entitled to and/or interested (directly or indirectly) in the said premises for consideration therein mentioned paid by the vendors to the said Haji Mohammed Azim and others, the said Haji Mohammed Azim and others granted conveyed sold transferred assigned and assured absolutely and for ever and free from all encumbrances unto the vendors therein and the said Khadim Hossain and others being the heirs of the said Golam Hossain one of the executants therein who also were recited in the deed of sale as the parties there to of the 19th part and also confirmed the same.

AND WHEREAS the said Mohammed Saffi became absolutely seized and possessed of or otherwise well and sufficiently entitled as and for an estate equivalent to an estate of inheritance in fee simple in possession free from all encumbrances and liabilities to the said property as an absolute owner thereof.

AND WHEREAS the said Mohammed Saffi entered into an agreement with one Hiralal Paul and Smt. Renuka Paul, the vendors herein on 22nd January 1951 and agreed to grant a perpetual and/or permanent lease in respect of several municipal holdings lying at and situate in Narayangunj in Dacca and further agreed to grant convey sell transfer assign and assure all his interests rights privileged and title in respect of the said premises No.61, Chittaranjan Avenue in the town of Calcutta free from all encumbrances unto the purchasers upon the purchasers agreeing to grant perpetual and/or permanent lease of the said premises for the consideration therein mentioned.

AND WHEREAS by an Indenture dated 29th March 1951 executed between

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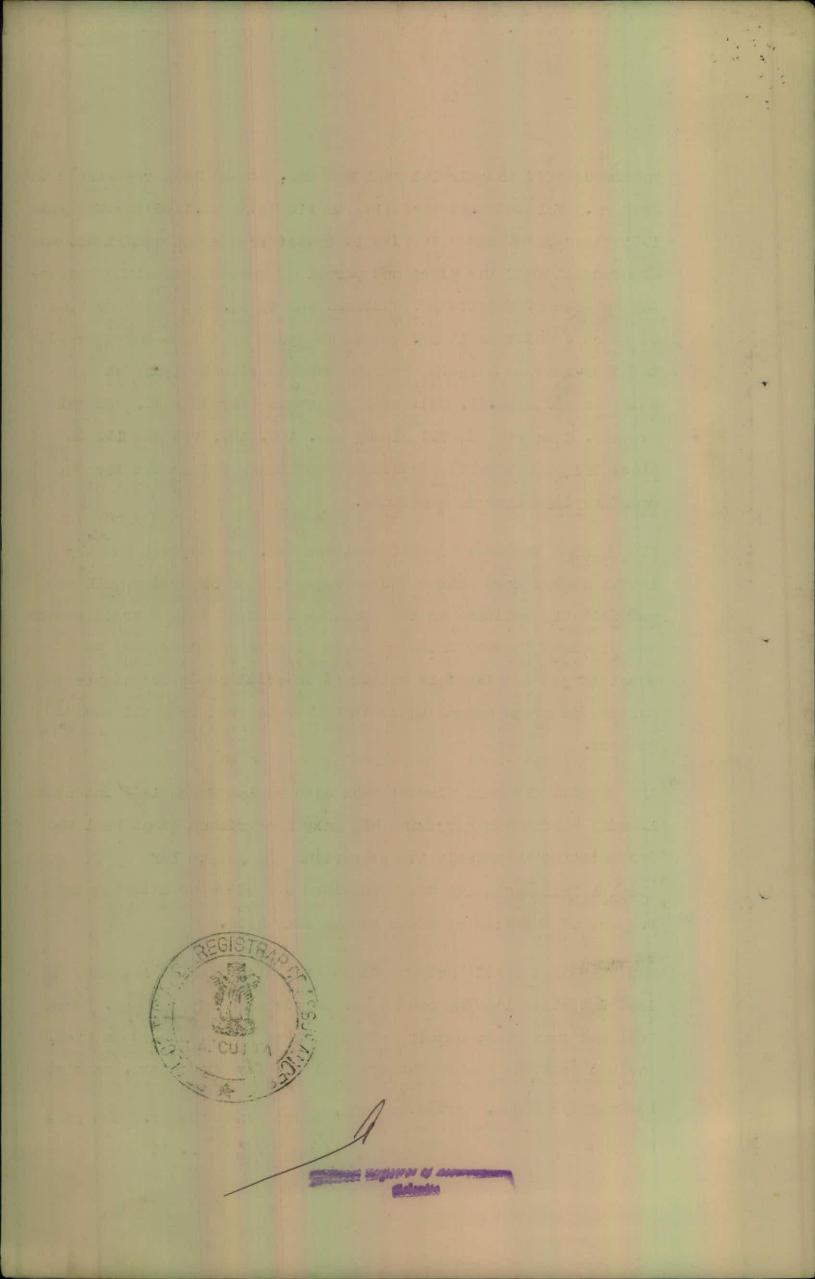
Mohammed Saffi and Hiralal Paul and Smt. Renuka Paul registered in Book No.I Volume No.36 Pages 100 to 110 Being No.1106 for the year 1951 the said Mohammed Saffi sold transferred granted assigned and assured ALL THAT the piece and parcel of revenue free land measuring an area of 6 Cottahs 7 Chittaks and 15 Sq.feet more or less of which 3 Chittaks 15 Sq.feet is occupied by a Tomb together with the four-storied building erected thereon situate lying at and being Premises No.61, Chittaranjan Avenue (formerly 48, Central Avenue), Calcutta in in Holding Nos. 106, 107, 108 and 110 in Block III of the North Division of the town of Calcutta for the consideration therein mentioned.

AND WHEREAS the said Hiralal Paul and Smt. Renuka Paul as the lawful owners were seized and possessed of or otherwise well and sufficiently entitled to the messuage tenement land hereditaments and premises (hereby intended to be granted and conveyed) as an absolute and indefeasible estate of inheritance in fee simple in possession or an estate equivalent there to free from all encumbrances.

AND WHEREAS the said Hiralal Paul died on 1st March 1967 intestate leaving behind him surviving his only son Krishna Binod Paul who was entitled to inherit the properties and estate left by the said Hiralal Paul including the undivided 50% share or interest in respect of the said premises as his only heir.

AND WHEREAS the said Krishna Binod Paul also died on 19th May 1980 intestate leaving behind him surviving his widow Smt. Renuka Paul and four sons; namely Madhab Chandra Paul, Madhusudan Paul, Gobinda Paul and Keshab Chandra Paul and five daughters, namely; Bishnupriya Kundu, Haripriya Paul, Gouri Kundu Poddar, Radha Paul

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and Uma Paul as his heiresses, heirs and legal representatives who inherited the estate left by the said Krishna Binod Paul including the undivided 50% share in the said premises No.61, Chittaranjan Avenue in the town of Calcutta.

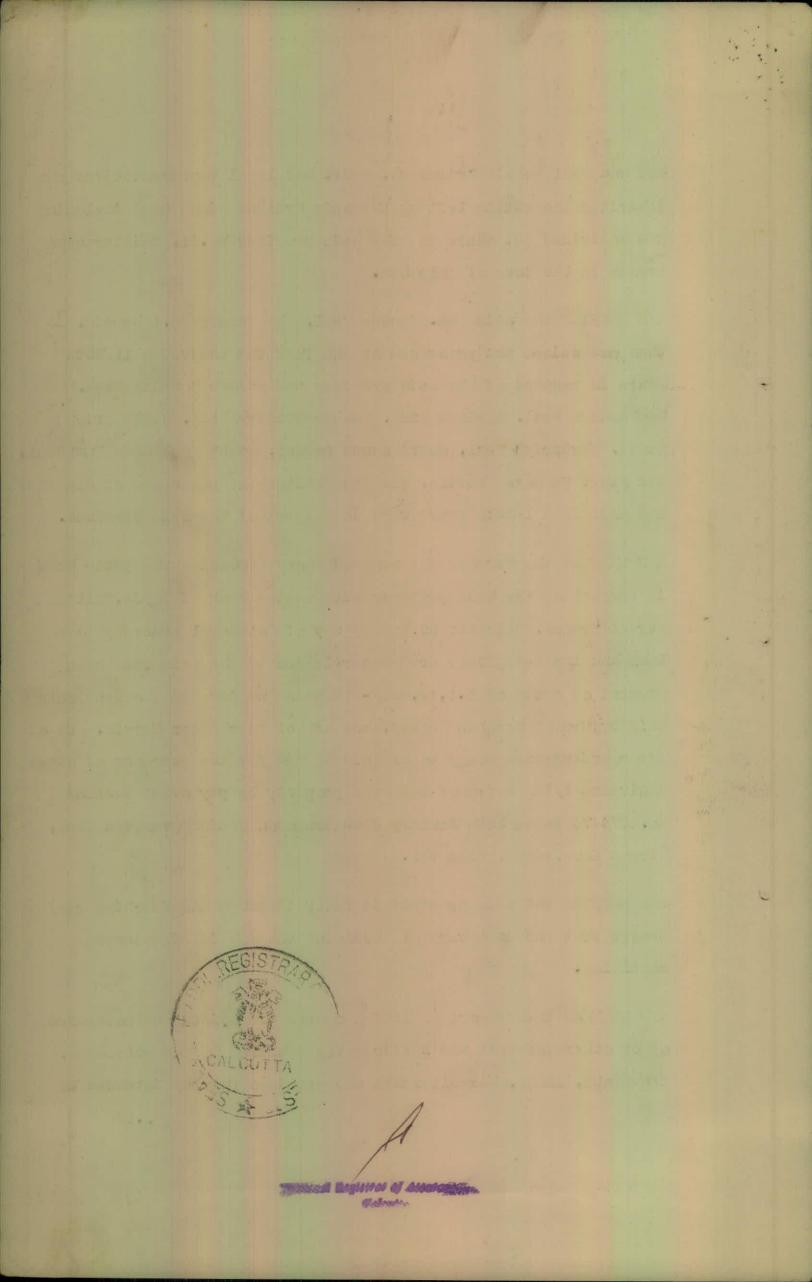
AND WHEREAS the said Smt. Renuka Paul, the Vendor No.1 herein, is thus now seized and possessed of ALL THAT the undivided 11/20th share in respect of the said premises and Madhab Chandra Paul, Madhusudan Paul, Bobinda Paul, Keshab Chandra Paul, Bishnupriya Kundu, Haripriya Paul, Gouri Kundu Poddar, Radha Paul and Uma Paul, the other Vendors herein, are thus seized and possessed of ALL THAT the undivided 1/20th share each in respect of the said premises.

AND WHEREAS the Vendors for want of money deposited the Title Deed in respect of the said property with United Bank of India, College Street Branch, Calcutta as and by way of Colateral security to a loan and the said Title Deed was released by the said Bank upon payment of a sum of Rs.1,10,000/- (Rupees One Lac Ten Thousand)only paid by Sri Om Prakash Pandey, brother of Purchaser herein, out of the consideration money to be paid by him for the purchase of other undivided 1/4th share of the said property by **pay** order bearing No. 574475 dated 15th January 2000 drawn on Indian Overseas Bank, Strand RoadBranch, Calcutta.

AND WHEREAS the said property is fully tenanted and fetching very meagre rent and is a very old building and now in dilapidated condition.

AND WHEREAS the Vendors as lawful owners are seized and possessed of or otherwise well and sufficiently entitled to the messuages, tenements, lands, hereditaments and premises (hereby intended to

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be granted and conveyed and hereinafter referred to as the "said property") as an absolute and indefeasible estate in fee simple in possession or an estate equivalent thereto free from all encumbrances.

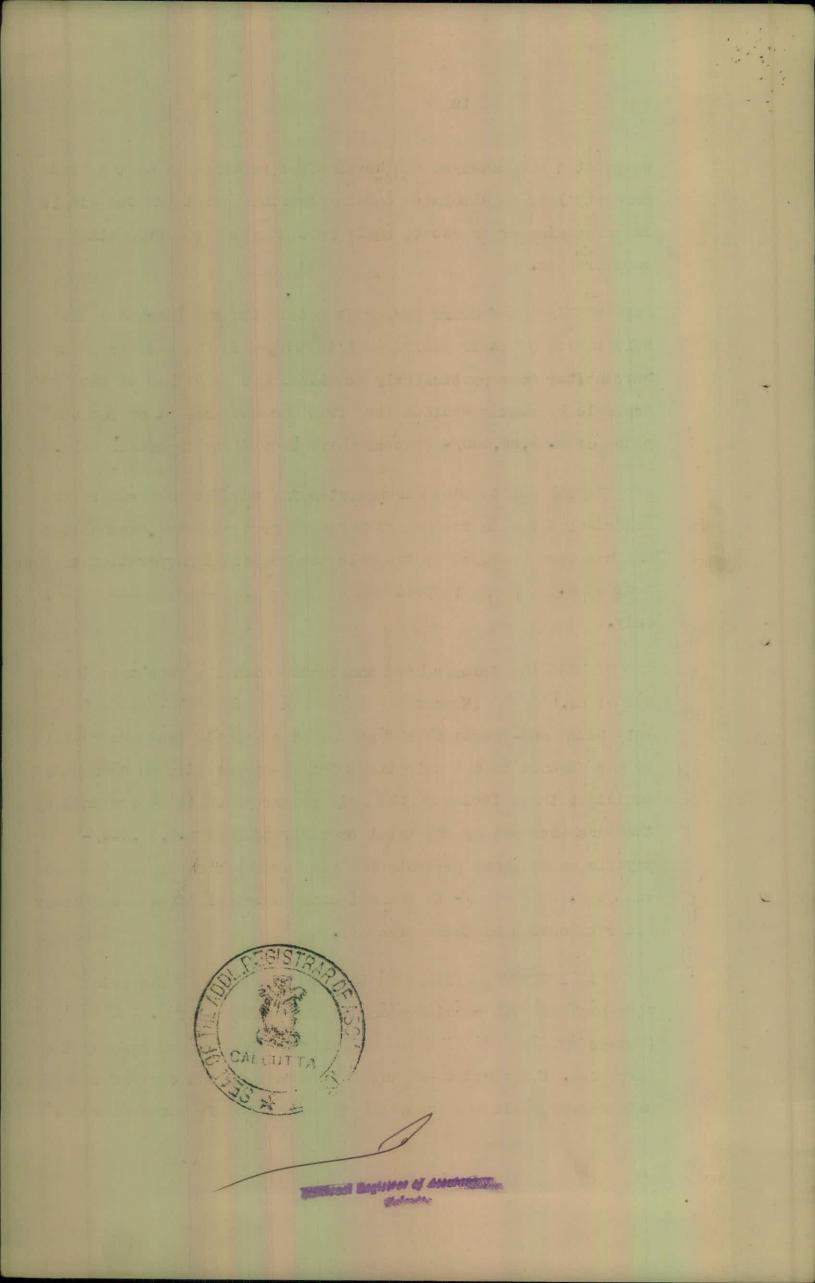
AND WHEREAS the Vendors have contracted with the Purchaser for sale to him of their undivided 1/4th share in the said property hereinafter more particularly mentioned and described in the Schedule hereunder written free from encumbrances at or for the price of Rs. 3,50,000/- (Rupees Three lacs fifty thousand) only.

AND WHEREAS due to some misunderstanding amongst the Vendors the municipal taxes in respect of the said property have accumulated and has been assessed by the Calcutta Municipal Corporation to the tune of Rs. 5,00,000 (Rupees five lacs ______) only.

AND WHEREAS the Vendors have contracted with the Purchaser that a sum of Rs.1,25,000/= (Rupees one lac livenly five thousand) only being one-fourth of the amount as aforesaid due and payable by the Vendors to the CalcuttaMunicipal Corporation on account of municipal taxes levied on the said property shall be retained by the Purchaser out of the total consideration of Rs.3,50,000/- payable under these presents and the Purchaser shall pay the said sum of Rs.1,25,000/- /- to the Calcutta Municipal Corporation at or after execution of these presents.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 3, 50,000/-(Rupees Three lacs fifty thousand) only to the Vendors paid by the Purchaser, the receipt whereof the Vendors do and each of them doth hereby admit and acknowledge and of and from the same and

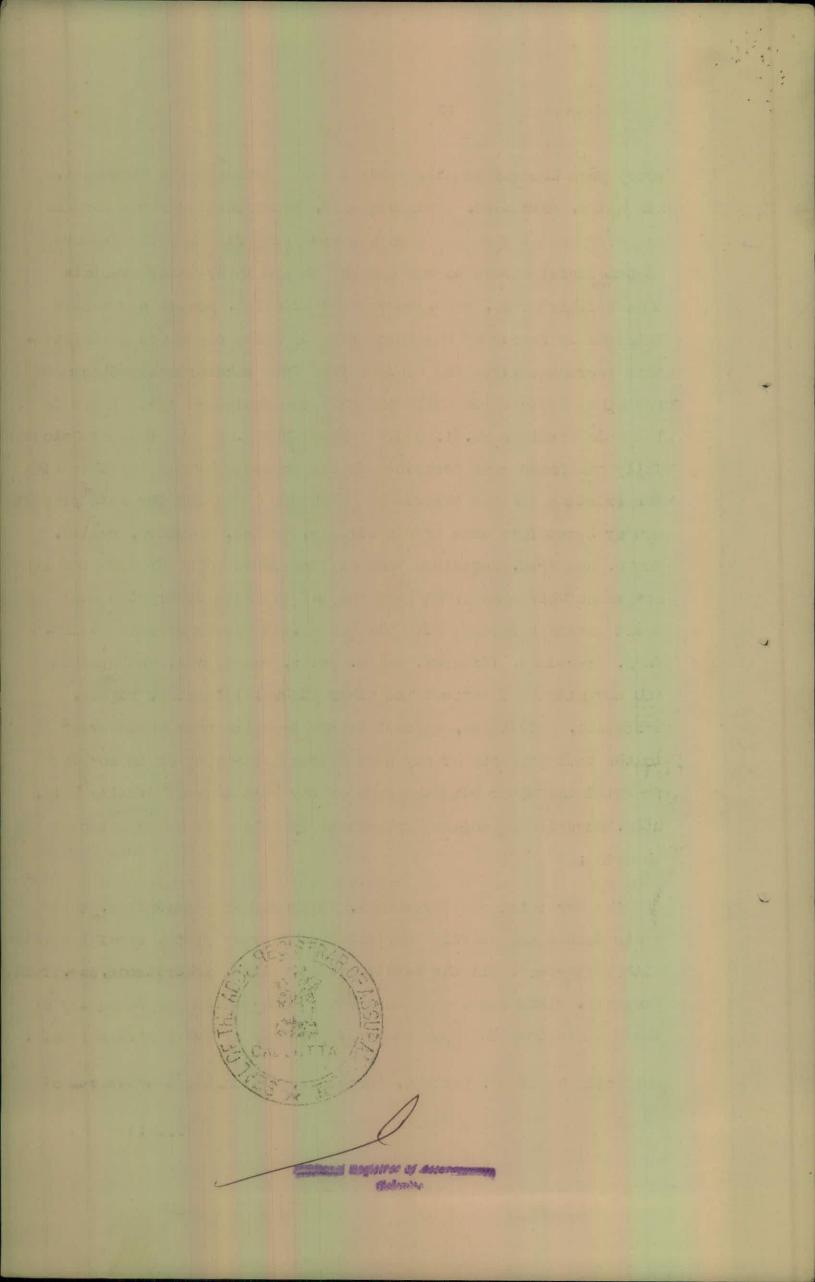
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every part thereof acquit, release and discharge the Purchaser, his heirs, executors, administrators, representatives and assigns and everyone of them and also the said property they the Vendors as beneficial owners do and each of them doth by these presents indefeasibly grant, sell, convey and transfer, assign and assure unto and in favour of the Purchaser his heirs executors administrators representatives and assigns free from encumbrances attachment and other defects in title ALL THAT the undivided 1/4th share in the said Premises No.61, CHITTARANJAN AVENUE, in the town of Calcutta fully mentioned and described in the Schedule hereto together with the existing tenants therein OR HOWSOEVER OTHERWISE the said property now or heretofore were or was situate, butted, bounded, called, known, numbered, described and distinguished TOGETHER WITH the land or ground whereupon or on part whereof the same is erected and built Together Further With all houses, outhouses or other buildings, erections, fixtures, walls, yards, courtyards, and benefit and advantages of ancient and other lights, liberties, rights, easements, privileges, appendages and appurtenances whatsoever to the said property or any part thereof belonging or in anywise appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto ;

AND the Reversion and Reversions, Remainder and Remainders, the rents issues and profits thereof and of every part thereof together with furthermore all the estate, right, title, inheritance, use, trust, property, claim and demand whatsoever both at law and in equity of the Vendors into and upon the said property or every part thereof; AND all the deeds, pattahs, muniments, writings and evidences of

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title which in anywise relate to the said property or any part or parcel thereof and which now are or hereafter shall or may be in the custody, power or possession of the Vendors their heirs executors administrators or representatives or any person or persons from whom he or then can or may procure the same without any action or suit at law or in equity TO ENTER INTO AND HAVE HOLD OWN POSSESS AND ENJOY the said fully tenanted property and every part thereof hereby granted sold conveyed and transferred or expressed and intended so to be with their rights, members and appurtenances unto and to collect the rents from the tenants and to the use of the Purchaser, his heirs, executors, administrators, representatives and assigns forever freed and discharged from or otherwise by the Vendors well and sufficiently indemnified of and against all encumbrances, claims, liens, etc. whatsoever created or suffered by the Vendors or any of them from to these presents;

AND the Vendors do and each of them doth hereby for themselves their heirs executors administrators and representatives covenant with the Purchaser his heirs executors administrators representatives and assigns THAT notwithstanding any act, deed or thing whatsoever, by the Vendors or by any of their predecessors and ancestors in title, done or executed or knowingly suffered to the contrary they the Vendors had at all material times heretofore and now have got right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be, unto and to the use of the purchaser his heirs executors administrators representatives and assigns in the manner aforesaid;

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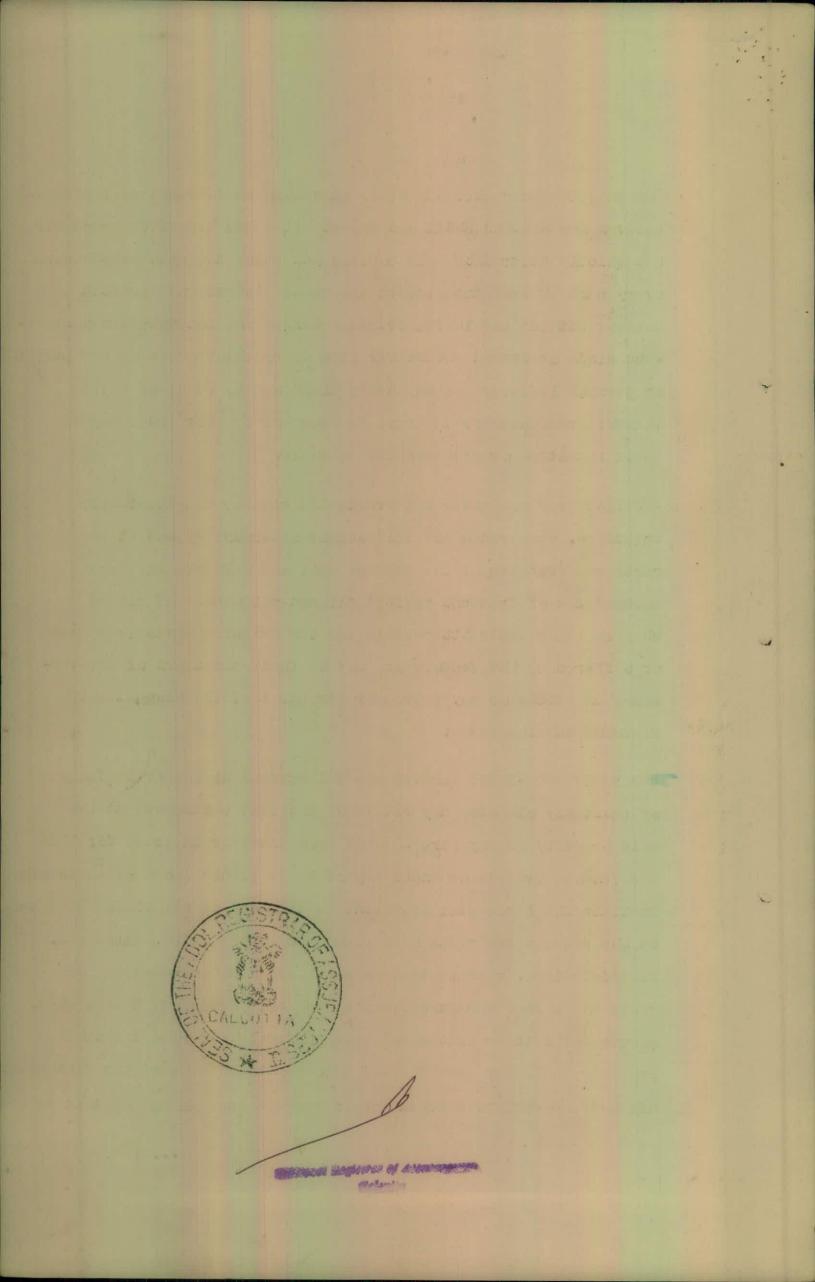
AND THAT the Purchaser his heirs executors administrators representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the said property and every part thereof and receive the rents issues and profits thereof without any lawful eviction hinder and interruption disturbance claim or demand whatso ever from or by the Vendors or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for them or from or under any of their ancestors or predecessors in title:

AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated and released or otherwise by and at the costs and expenses of the Vendors well and sufficiently save indemnified of from and against all and all manner of claims charges liens debts attachments and encumbrances whatsoever made or suffered by the vendors or any of their ancestors or predecessors in title or any person or persons lawfully or equitably claiming as aforesaid;

AND FURTHER THAT the Vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the adid property or any part thereof from under or in trust for them the Vendors or from or under any of their predecessors or ancestors in title shall and will from time to time and at all times hereafterat the request and costs of the Purchaser, his heirs, executors, administrators, representatives and assigns do and execute or cause to be done and executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser, his heirs executors administrators representatives and assigns do

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and execute, or cause to be done and executed all such acts deeds and things and whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser, his heirs, executors, administrators, representatives and assigns according to the true intent and meaning of these presents as shall or may be reasonably required.

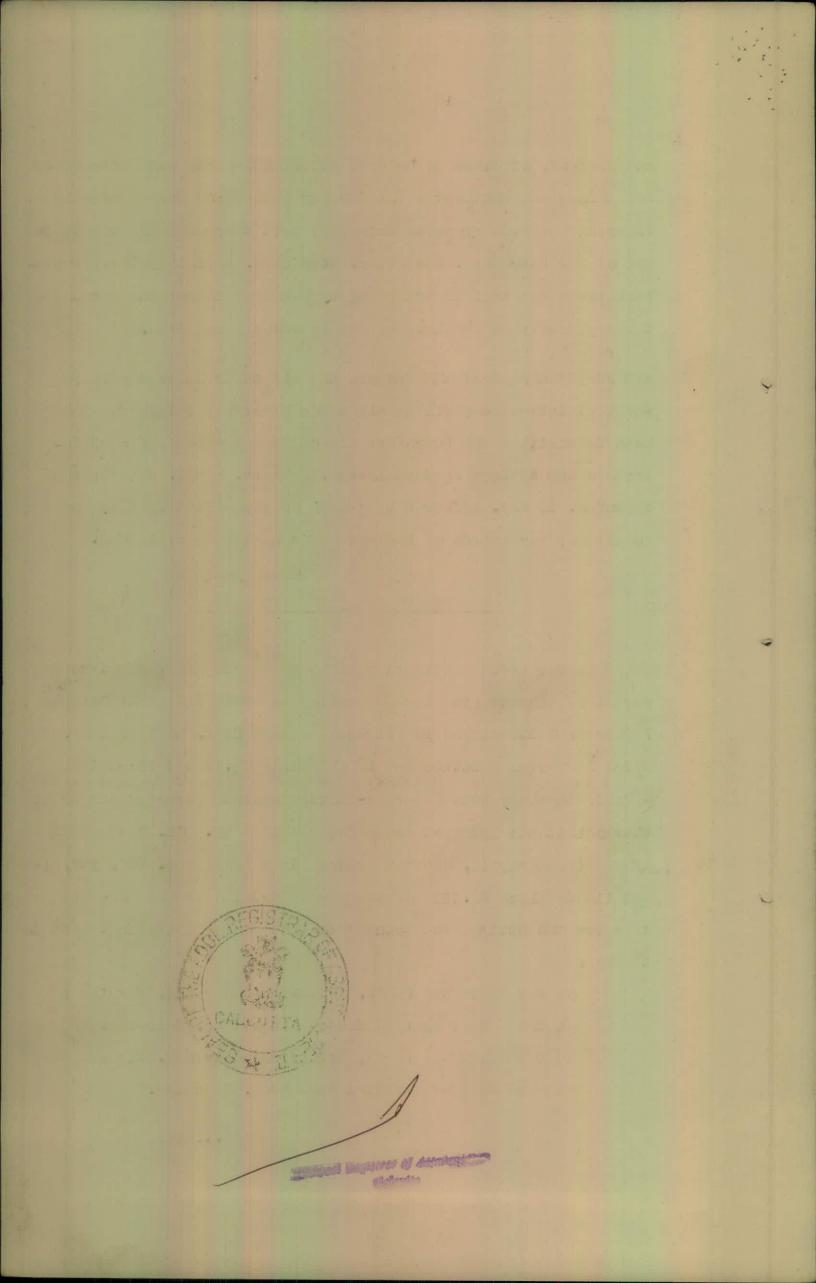
AND FURTHERMORE THAT the Vendors and all their heirs executors and administrators shall at all times hereafter indemnify and keep indemnified the Purchaser his heirs and executors administrators and assigns against losses, damages, costs, charges and expenses, if any, suffered by reason of any defect in title of the Vendors or any breach of the covenants hereunder contained.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the 1/4th undivided part or share in ALL THAT piece and parcel of Hevenue Free land measuring an area of 6 (Six) Cottahs 7 (Seven) Chittaks and 15 (Fifteen) Square feet, more or less, of which 3 (Three) Chittaks and 15 (Fifteen) Sq.feet is occupied by *having telet cover & parse 3, 200 Sp.ft mark colum* a Tomb, together with the four-storied building, erected and built thereon situate lying at and being PREMISES NO. 61, CHITTARANJAN AVENUE (formerly 48, Central Avenue) in Holding Nos. 106, 107, 108 and 110 in Block No.III of the North Division of the town of Calcutta and butted and bounded in the manner following, that is to say:

> On the NORTH by : 59, Chittaranjan Avenue, Calcutta ; On the EAST by : Chittaranjan Avenue, Calcutta; On the SOUTH by : 63, Chittaranjan Avenue, Calcutta and On the WEST by : Giri Babu Lane, Calcutta.

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OR HOWSOEVER OTHERWISE the said messuage land hereditaments and premises or any part thereof now are or is or heretofore were or was situated tenanted butted bounded called known numbered described or distinguished.

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

SIGNED SEALED AND DEL IVERED by the Vendors at Calcutta in the presence of :

1. Sishukosh Gauguly Advocate City civil Comrt, Calcutta

2. Boliv Show

104. N. G. Lane Cal. 5.

Witness :

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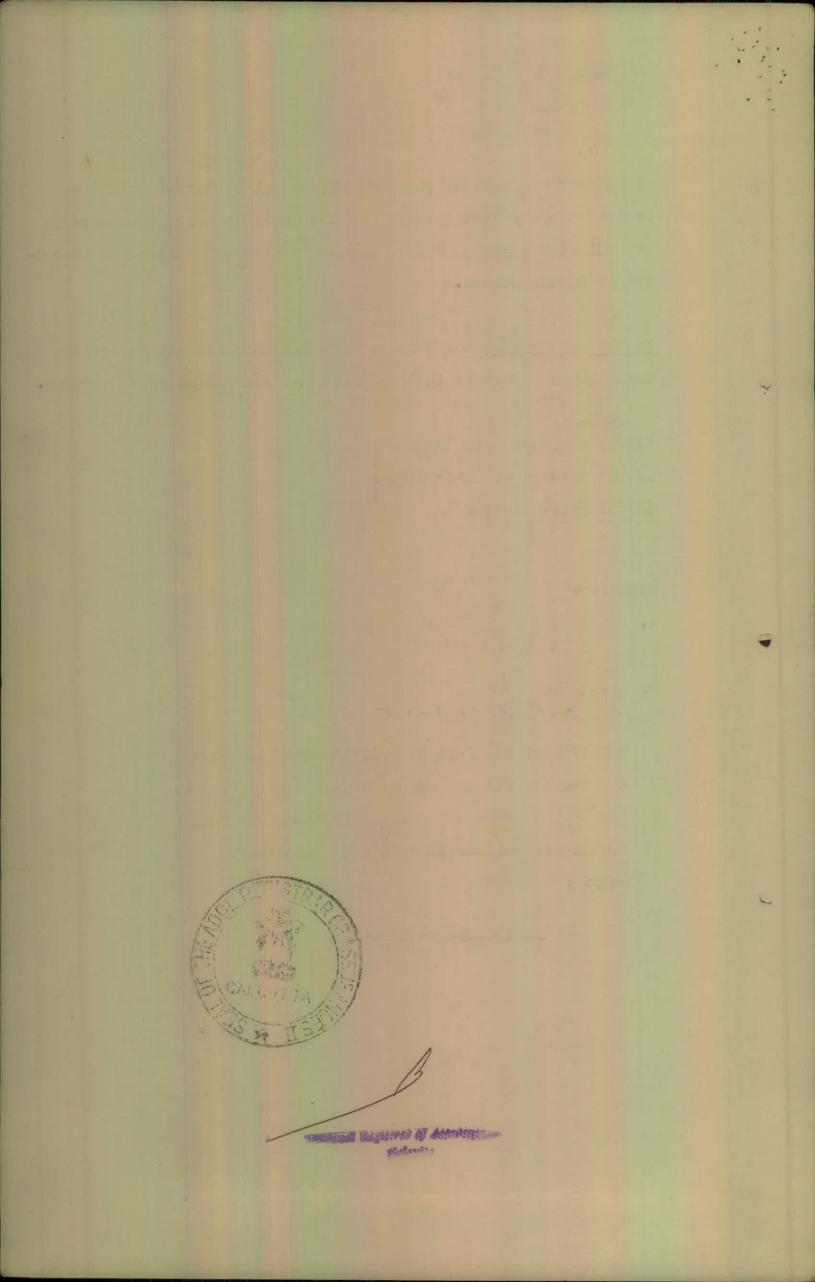
Bishnuporisa kundu Hari Briya Pal. Gowi kunder Beldor. faller Uma Pal.

RECEIVED of and from the withinnamed Purchaser]

the with inmentioned sum of Rupees Three Lacs fifty thousand only being the full Rs. 3, 50,000/amount of consideration as per memorandum below :

MEMO OF CONS IDERATION

MEMO ... 18



MEMO OF CONSIDERATION

| 1. | By Banker's cheque No.566704 dated 11.3.2000 drawn onIndian Overseas Bank in favour of Renuka paul for a sum of | Rs. 1 | ,23,750/- |
|-----|----------------------------------------------------------------------------------------------------------------------------------|-------|---------------------------|
| 2. | By Banker's cheque No.566709 dated 11.3.2000 drawn on Indian Overseas Bank in favour of Machab Chandra Paul for a sum of | Rs. | 11,250/- |
| 3. | By Banker's cheque No. 566724 dated 13.3.2000 drawn on Indian Overseas Bank in favour of Madhusudan Paul for a sum of | Rs• | 11,250/- |
| 4. | By Banker's cheque No. 565490 dated 11.3.2000 drawn on Indian Overseas Bank in favour of Gobinda Chandra Paul for a sum of | Rse | 11,250/- |
| 5. | By Banker's Cheque No. 565496 dated 11.3.2000 drawn on Indian Overseas Bank in favour of Keshab Chandra Paul for a sum of | Rs. | 11,250/- |
| 6. | By Banker's cheque No.565488 dated 11.3.2000 drawn on Indian Overseas Bank in favour of Bishnupriya Kundu for a sum of | Rse | 11,250/- |
| 7. | By Banker's cheque No.565491 dated 11.3.2000 drawn on Indian Overseas Bank in favour of Haripriya Paul for a sum of | Rs • | 11,250/- |
| 8. | By Banker's cheque No.565478 dated 11.3.2000 drawn on Indian Overseas Bank in favour of Gouri Kundu Poddar for a sug of | Rs• | 11,250/- |
| 9. | By Banker's cheque No. 565482 dated 11.3.2000 drawn on Indian Overseas Bank in favour of Radha Paul for a sum of | Rs. | 11,250/- |
| 10. | By Banker's cheque No. 566718 dated 13.3.2000 drawn on Indian Overseas Bank in favour of Uma Paul for a sum of | Rs • | 11,250/- |
| 11. | Arrears of Municipal Tax retained by the Purchaser for payment to the Calcutta Municipal Corporation. | Rs. | 1,25,000/- 3,50,000 J- |
| | | Rs | 3,50,000 /- |

Witnesses :

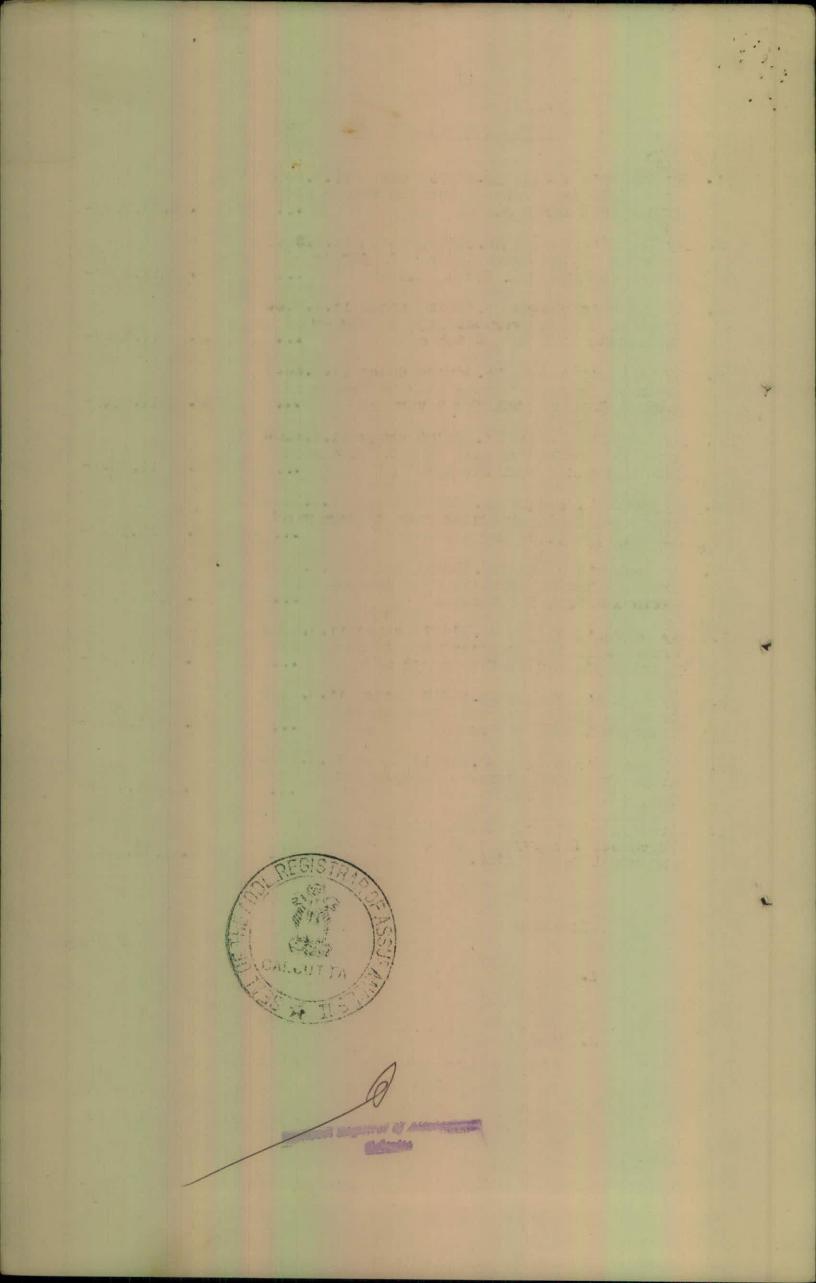
1. Sishu tosh Gaueguly. Advocate

2. Jose No. Show Curs.

Vendors:

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Runka bac



DATED THIS 15 th DAY OF March 2000

Ters.

468-489 1440 2001

> BETWEEN SRIMATI RENUKA PAUL & ORS. AND RAM PRAKASH PANDEY



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2-4-01

CONVEYANCE



Alland Baysins & Allantan Belenies

ADVOCATE

