

STAMP SUPERINTENDENT,
CALCUTTA COLLECTORATE

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Lamissible under Rule 21 duly
etampted (or exempted from or
does not require stamp duty)
under the Indian Stamp Act
1899 Schedule No. 2.7.
or under the Blegal Stamp
(Ameadment) Act 1922 Schedule

The No.

Registering Officer Ny

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THIS INDENTURE made this 3 rd day of October One Thousand Nine Hundred and Fifty-one BETWEEN BALLYGUNGE REAL PROPERTY AND BUILDING SOCIETY LIMITED (formerly called BALLYGUNGE BANK LIMITED) which by a special resolution passed in the Extra Ordinary General Meeting of the Shareholders on 28.6.47. -decided to change its name and with the permission of the West Bengal Government the change of name to the present name of Ballygunge Real Property and Building Society Limited was registered and certified by the Registrar of Joint Stock Companies on 10.9.47) a Joint Stock Company incorporated under the Indian Companies Act of 1913 having its registered office at 26, Hindusthan Park Thana Ballygunge District 24-Parganas hereinafter referred to as THE SOCIETY(which expres--sion shall unless excluded by or repugnant to the context include its successors and assigns) OF THE ONE PART A N D SURENDRA CHANDRA DAS son of Late Gangagati Das by -caste Hindu by occupation Service of 50, Jadavpur Colony Thana Sadar Tollygunge in the District of 24-Parganas hereinafter

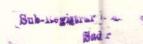
referred

I saniou for negistration a. A.M. or P.M. on the day oct 19 stat the office of the Sub-Rogistrar at Allpore by Portuge character by Executant or Claimant or atter-On Tor Ballygy: B.R. P+ Page W HOWAR OF Attorney No. 37. 1948 of the transfer of Building Society Limited. Binal Chanen Charravarty TRECECTION AGENT. Birman Chamber all War abort Rokulia District Zulga By caste.... es april or B. R. Par B.S. LAP For Ballygunge Real Property & Biral Chanom Charkrain Building Society Limited. AGENT! Proboth Chandra

referred to as THE PURCHASER(which expression shall unless excluded by or repugnant to the context include his heirs executors administrators representatives and assigns) --OF THE OTHER PART WHEREAS one Ezra Mayer Aaron Cohen was seised and possessed of and otherwise well and sufficiently entitled to amongst other properties ALL THOSE pieces or parcels of lands hereditaments premises gardens and tanks within Tollygunge Municipality being C.S.Dag Nos. 212, 213, 213/350 and 214 in Khatian No.100 C.S.Dag No.211 in Khatian No.110 and C.S.Dag No.219 in Khatian No.112 of Mouza Selim--pore measuring in all 2.12 acres and more fully described in Schedule A hereunder AND WHEREAS by an Indenture of -Lease dated the 10th day of December 1928 the said E.M.A. Cohen demised and transferred unto one Mrs. Daisy Chew of -Calcutta for a period of 51 years at an annual rent of - -Rs.95/= the said lands hereditaments and premises along with other properties AND WHEREAS the said Ezra Mayer Aaron Cohen died intestate on the 21st day of November 1930 in the town of Calcutta AND WHEREAS by an Order of the Hon'ble High -Court of Calcutta in its Testamentary and Intestate Jurisdiction dated the 21st day of December 1931 the Administra--tor General of Bengal was granted letters of Administration for to administer the estate of the said estate of the said -deceased E.M.A.Cohen AND WHEREAS by an Indenture of Conve--yance dated the 13th November 1933 of the said Administrator General of Bengal as administrator to the estate of the said deceased E.M.A.Cohen in due course of Administration and for the benefit of the said estate granted sold and conveyed to one Brojo Lal Paul of Calcutta the right title and interest of the deceased in the said lands hereditaments and premises

AND WHEREAS by a Bengali Kobala dated the 15th February 1938 the said Brojo Lal Paul for the consideration therein mentioned granted sold and conveyed to one Prithwish Chandra -Das Gupta of Ballygunge the interest of E.M.A.Cohen in the said properties including Dag Nos. 212, 213, 213/350 and 214 in Khatian No.100 C.S.Dag No.211 in Khatian No.110 and C.S.Dag No.219 in Khatian No.112 of Mouza Selimpore more fully described in Schedule A hereunder written AND WHEREAS the said Prithwish Chandra Das Gupta acted as a mere benamdar and name-lender for the Society and the entire consideration -money for the aforesaid purchase of the said pieces or parcels of land and all incidental costs expenses and charges in connection therewith were paid and borne by the Society AND WHEREAS by a Deed of Release dated the 30th August 1949 the said Prithwish Chandra Das Gupta released relinquished - renounced and confirmed unto the Society all the aforesaid pieces or parcels of land and hereditaments within the limits of Tollygunge Municipality AND WHEREAS by an Indenture of -Conveyance dated 3rd March 1943 the said Mrs. Daisy Chew for the consideration therein mentioned granted sold conveyed -and transferred unto the Society (then called Ballygunge Bank Limited) her leasehold interest in the said pieces or parcels of land premises and hereditaments including the aforesaid -C.S.Dags of Mouza Selimpore Thana Tollygunge Pargana Khaspur within Touzi Nos.230/233 Sub-Registration Office Alipore in the District of 24-Parganas AND WHEREAS one Moududar Rahaman of Calcutta by right of purchase was seised and possessed of and otherwise well and sufficiently entitled to amongst other properties ALL THOSE pieces or parcels of land hereditaments and premises being C.S.Dags 222 and 223 in Khatian No.93 and





94 respectively of Mouza Selimpore within Touzi Nos.230/233 Thana Tollygunge in the District of 24-Parganas AND WHEREAS by two different Pattahs both dated the 21st May 1930 the late Maharaja Bahadur Sir Prodyut Kumar Tagore granted ---Mourashi Mokorari Settlement of the said lands and premises to the said Moududar Rahaman AND WHEREAS by an Indenture of Conveyance dated the 3rd May 1944 the said Moududar Rahaman along with his wife Najimunnessa Begum granted sold and -conveyed unto the Society(then called Ballygunge Bank Limited) the aforesaid pieces or parcels of Mourashi Mokorari lands hereditaments and premises situate in Mouza Selimpore Pargana Khaspur Thana Tollygunge within Touzi No.230/233 and more fully described in Schedule B hereunder written AND WHEREAS in the circumstances recited above the Society being thus seised and possessed of and otherwise well and sufficiently entitled to the abovementioned several pieces or parcels of land hereditaments and premises free from encumbrances and charges formed and prepared a Land Scheme known and styled as Lady Wellingdon Road Land Scheme in respect of some of the lands purchased as aforesaid comprising C.S.Dags 212,213 213/350 and 214 in Khatian No.100 C.S.Dag No.211 in Khatian No.110 C.S.Dag No.219 in Khatian No.112 and C.S.Dag Nos.222 and 223 in Khatian No.93 and 94 respectively of Mouza ---Selimpore and more fully described in Schedule A and B written hereunder AND WHEREAS the Society has divided the entire area of the scheme into several plots or building sites for purposes of sale after making provisions for -roads drains etc. AND WHEREAS the Society has agreed to sell to Sri Biresh Chandra Guha of 18/B Lansdowne Terrace Calcutta AND WHEREAS after such agreement some of the creditors of the Vendors Vendor

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Vendor Society made an application under section 153 of the Company's Act in the High Court at Calcutta in its Original Civil Jurisdiction in Matter Suit No.505 of 1950 before --Hon'ble Mr. Justice Bachwat AND WHEREAS by an Order dated -10.8.51. the said proceeding was stayed and er scheme for --management was finally passed permitting sale of the said plot under agreement to the said Biresh Chandra Guha or his assignee under the terms of the said agreement AND WHEREAS the said Biresh Chandra Guha assigned and transferred his right under the said agreement in favour of the Purchaser AND WHEREAS the Purchaser has agreed to purchase ALL THAT piece or parcel of land and premises situate lying at and being portion of the said Lady Wellingdon Road Land Scheme and numbered as Plot No.2 having a total area of Six Cottahs O Chittacks and Thirteen Square feet more or less and valued at the total price or consideration of Rs. 15045-2-3p. (Rupees Fifteen Thousand Forty-five Annas Two and Pies Three only) calculated at the rate of Rs. 2500/=per Cottah and hereinafter jointly referred to as the Said Property and more particularly described in Schedule C hereunder written and the Purchaser has paid to the Society besides the earnest money amounting to Rs. 7500/=(Rupees Seven Thousand and Five Hundred only) already p on 28.12.49. NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the total price of Rs. 15045-2-3p. (Rupees Fifteen Thousand Forty-five Annas Two and Pies Three only) paid to the Society by the Purchaser at or

before the execution of these presents (the receipt whereof

the same and every part thereof for ever acquit release and discharge the Purchaser as also the Said Property hereby -

the Society doth hereby admit and acknowledge and of and from

intended

intended to be conveyed) the Society doth by these presents indefeasibly grant sell convey and transfer unto the Purchaser ALL THAT piece or parcel of land and premises containing by admeasurement a total area of Six Cottahs O Chittack and Thirteen Square feet (equivalent to '099 acre) more or less and being Plot No.2 of the said Lady Wellingdon Road Land Scheme of the Society and being portions of C.S.Dag Nos.222 and 211 recorded in Khatian No.110 and 93 respectively of Mouza Selimpore J.L.No.37 Pargana Khaspur Thana Tollygunge Within the limits of Tollygunge Municipality Sub-Registration Office Alipore in the District of 24-Par--ganas and more fully described in Schedule C hereunder written and delineated in the Map or Plan hereto annexed and thereon coloured PINK OR HOWSOEVER OTHERWISE the Said Property now is or are or heretofore was or were situate butted bounded called known numbered described or distinguished TOGETHER WITH all -areas compounds trees fences rights lights liberties easements privileges appendages and appurtenances whatsoever to the Said Property belonging or usually held used occupied or reputed to belong or to be appurtenant thereto AND the reversion and ... reversions remainder and remainders rents issues and profits thereof and of every part thereof AND ALL THE ESTATE right title interest use trust inheritance property possession claim and demand whatsoever both at law and in equity of the Society in to and upon the Said Property or any part thereof TO HAVE AND TO HOLD the Said Property being the said Plot No.2 of the said Land Scheme hereby granted conveyed and transferred or expressed and intended so to be UNTO AND TO THE USE of the Purchaser for ever AND the Society doth hereby covenant with the Purchaser that notwithstanding any act deed or thing whatsoever by the Society done or executed or knowingly suffered to the contrary the Society is now lawfully rightfully and absolutely seised

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and possessed of and otherwise well and sufficiently entitled to the Said Property being the said Plot No.2 hereby granted or expressed and intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of encumbrance charge condition use trust or any other thing whatsoever to alter defeat encumber or make void the same AND THAT notwithstanding any such act deed or thing whatsoever as aforesaid the Society has now good right full power and . -- absolute authority to grant convey and transfer the Said Property free from all encumbrances and charges and equities unto and to the use of the Purchaser in manner aforesaid AND the Purchaser -shall and may at all times hereafter peaceably and quietly possess and enjoy the Said Property and receive the rents issues and profits thereof without any lawful eviction interruption -claim or demand whatsoever from or by the Society or by any person or persons lawfully or equitably claiming from under or in trust for the Society AND THAT free and clear freely and clearly and absolutely acquitted exonerated released discharged and other--wise saved harmless and kept indemnified against all and all manner of claims equities liens estates and encumbrances created by the Society or by any person or persons lawfully or equitably claiming from under or in trust for the Society AND FURTHER THAT the Society and all person or persons having or lawfully or equitably claiming any estate or interest whatsoever in the Said Property or any part thereof from under or in trust for the Society shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute 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 in manner aforesaid as shall or may be reasonably required AND in as much as the Title Deeds set

forth

forth in the Schedule D hereunder written relate as well to the Said Property hereby conveyed as also to the remaining plots of the said Lady Wellingdon Road Land Scheme of the Vendor Society doth hereby covenant with the Purchaser that the Society shall from time to time and at all times hereafter upon every reasona--ble request and at the cost of the Purchaser produce or cause to be produced unto the Purchaser or his Solicitors or Agents all or any of the deeds and writings described in the Schedule D hereto AND ALSO at the like request and cost of the Purchaser deliver or cause to be delivered unto the Purchaser such attes--ted or other copies or extracts of and from the said deeds and writings or any of them as the Purchaser may require and in the meantime keep the said deeds and writings safe unobliterated and uncancelled except by fire and unavoidable accident AND FURTHER-MORE it is hereby agreed and declared between the Society and the Purchaser that in the interest of public health and in particular in the interest of the health comfort and sanitation of owners and occupiers of land in the aforesaid Lady Wellingdon Road Land Scheme the Purchaser shall build such privies lavatories or -urinals as are provided with septic tanks and other modern sanitary appliances unless otherwise sanctioned by the Tollygunge -Municipality.

SCHEDULE A ABOVE REFERRED TO

1. <u>ALL THOSE</u> pieces or parcels of Mourashi Mokorari garden land with tanks trees hereditaments and appurtenances containing a total area of 5 Bighas and 4 Cottahs more or less(equivalent to 1.56 acres) in Mouza Selimpore Pargana Khaspur Thana Tollygunge Sub-Registration Alipore Touzi Nos.230,233 within the limits of Tollygunge Municipality in the District of 24-Parganas and --recorded in the last District Survey and Settlement Operation in

Khatian

and possessed of and otherwise well and sufficiently entitled to the Said Property being the said Plot No.2 hereby granted or expressed and intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner of encumbrance charge condition use trust or any other thing whatsoever to alter defeat encumber or make void the same AND THAT notwithstanding any such act deed or thing whatsoever as aforesaid the Society has now good right full power and . -- absolute authority to grant convey and transfer the Said Property free from all encumbrances and charges and equities unto and to the use of the Purchaser in manner aforesaid AND the Purchaser -shall and may at all times hereafter peaceably and quietly possess and enjoy the Said Property and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Society or by any person or persons lawfully or equitably claiming from under or in trust for the Society AND THAT free and clear freely and clearly and absolutely acquitted exonerated released discharged and other--wise saved harmless and kept indemnified against all and all manner of claims equities liens estates and encumbrances created by the Society or by any person or persons lawfully or equitably claiming from under or in trust for the Society AND FURTHER THAT the Society and all person or persons having or lawfully or equitably claiming any estate or interest whatsoever in the --Said Property or any part thereof from under or in trust for the Society shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute 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 in manner aforesaid as shall or may be reasonably required AND in as much as the Title Deeds set

forth

forth in the Schedule D hereunder written relate as well to the Said Property hereby conveyed as also to the remaining plots of the said Lady Wellingdon Road Land Scheme of the Vendor Society doth hereby covenant with the Purchaser that the Society shall from time to time and at all times hereafter upon every reasona--ble request and at the cost of the Purchaser produce or cause to be produced unto the Purchaser or his Solicitors or Agents all or any of the deeds and writings described in the Schedule D hereto AND ALSO at the like request and cost of the Purchaser deliver or cause to be delivered unto the Purchaser such attes--ted or other copies or extracts of and from the said deeds and writings or any of them as the Purchaser may require and in the meantime keep the said deeds and writings safe unobliterated and uncancelled except by fire and unavoidable accident AND FURTHER-MORE it is hereby agreed and declared between the Society and the Purchaser that in the interest of public health and in particular in the interest of the health comfort and sanitation of owners and occupiers of land in the aforesaid Lady Wellingdon Road Land Scheme the Purchaser shall build such privies lavatories or -urinals as are provided with septic tanks and other modern sanitary appliances unless otherwise sanctioned by the Tollygunge -Municipality.

SCHEDULE A ABOVE REFERRED TO

l. <u>ALL THOSE</u> pieces or parcels of Mourashi Mokorari garden land with tanks trees hereditaments and appurtenances containing a total area of 5 Bighas and 4 Cottahs more or less(equivalent to 1.56 acres) in Mouza Selimpore Pargana Khaspur Thana Tollygunge Sub-Registration Alipore Touzi Nos.230,233 within the limits of Tollygunge Municipality in the District of 24-Parganas and --recorded in the last District Survey and Settlement Operation in

Khatian

Khatian No.100 in the following manner :-

Dag No.	Character of land	Morthern Boundary	Area
212	Danga	Keshablal & Others	.45 acre
213	Bank of Tank	Own Danga	.ll acre
<u>213</u> 350	Tank	Own Bank of Tank	.08 acre
214	Bastu	Mrs.Daisy Chew	.92 acre
		Total Area	1.56 acres

For the said pieces of land a proportionate annual rent of Rs.8/8/being the Society's share of the entire Jama of Rs.41/9/9 is payable to Maharaja Prabirendra Mohun Tagore having his Katchary at Dhakuria.

2. <u>ALL THAT</u> piece or parcel of permanent tenure land and premises measuring 1 Bigha and 4 Cottahs in area more or less(.30 acre accord-ing to Khatian) in Mouza Selimpore Pargana Khaspur Thana Tollygunge
Sub-Registration Alipore Touzi Nos.230,233 within the limits of Tollygunge Municipality in the District of 24-Parganas and recorded in the last Survey and Settlement Operation in Khatian No.110 in the following manner:-

	Dag No. Character of land	Northern Boundary Area.
	211 Danga	Keshablal & Others .30 acre
	For the said piece of land an annu	ual rent of B.4/0/6 is payable
	Maharaja Prabirendra Mohun Tagore	having his Katchary at Dhakur
	3. <u>ALL THAT</u> piece or parcel	of land and premises measuring
	16 Cottahs more or less(equivalen	t to.26 acre) in Mouza Selimpon
	Pargana Khaspur Thana Tollygunge	Sub-Registration Office at Alipor
Touzi Nos.230,233 within the limits of Tollygunge Municipality in		
	the District of 24-Parganas and re	ecorded in the last Survey and -
	Settlement Operations in Khatian	No.112 in the following manner:-
	Dag No. Character of land	Northern Boundary Area. Sub-ho
	- 219 Doba	Own Garden .26 acre
	For the said piece of land an annu	ual rent of R.1/14/-is payable

to Maharaja Prabirendra Mohun Tagore having his Katchary at Dhakuria.

Schedule

SCHEDULE B ABOVE REFERRED TO

1. <u>ALL THAT</u> piece or parcel of Mourashi Mokorari land and premises containing by admeasurement an area of 1 Bigha and - 3 Cottahs more or less(.44 acre according to Khatian) situate lying at and being C.S.Dag No.222 of Mouza Selimpore Pargana Khaspur Touzi Nos.230,233 Thana Tollygunge within the limits - of Tollygunge Municipality Sub-Registration Office Alipore in the District of 24-Parganas and recorded in Khatian No.93 in the following manner:-

Dag No. Character of land Northern Boundary Area

222 Bastu Mrs.Daisy Chew .44 acre

For the said piece of land an annual rent of Rs.23/- is payable

to Maharaja Prabirendra Mohun Tagore having his Katchary at

Dhakuria.

2. ALL THAT piece or parcel of Mourashi Mokorari land and premises measuring(.02 acre) situate lying at and being Dag No. 223 of Mouza Selimpore Pargana Khaspur Touzi Nos.230,233 Thana Tollygunge within the limits of Tollygunge Municipality Sub-Registration Office Alipore in the District of 24-Parganas and recorded in Khatian No.94 in the following manner:-

Dag No. Character of land Northern Boundary Area

223 Doba Hirendra Nath .02 acre

For the said piece of land along with other Dag (No.228-.12 acre)

an annual rent of Rs.5/- is payable to Maharaja Prabirendra Mohun

Tagore having his Katchary at Dhakuria.

SCHEDULE C ABOVE REFERRED TO (Plot No.2 hereby conveyed).

ALL THAT piece or parcel of Mourashi Mokorary land and premises containing by admeasurement an area of Six Cottahs -O Chittacks and Thirteen Square feet(6K-OCh-13Sft.) (equivalent
to.099 acre) be the same a little more or less situate and being
Plot No.2 of Lady Wellingdon Road Land Scheme of the Vendor -Ballygunge

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Ballygunge Real Property and Building Society Limited and being portion of C.S.Dag Nos.211 and 222 recorded in Khatian Nos.110 and 93 respectively of Mouza Selimpore J.L.No.37 R.S. No.16 Pargana Khaspur Touzi Nos.230,233 Thana Tollygunge Sub-Registration Alipore within the limits of Tollygunge Municipa--lity in the District of 24-Parganas butted and bounded as follows: - ON THE NORTH by C.S.Dag No.210; ON THE EAST by Plot No.3 of the said scheme; ON THE SOUTH by Sixteen-feet Wide -Road and ON THE WEST by Plot No.1 of the said scheme AND the said pieces or parcels of land are more particularly delinea--ted in the Map or Plan hereto annexed and thereon coloured -PINK. For the portion of land measuring Two Cottahs Eight --Chittacks and O Square feet (*041 acre) in C.S.Dag No.222 in Khatian No.93 situate within the Jama of Rs. 23/- a proportionate an annual rent of Rs. 2/2/3 is payable to the Zamindar Maharaja Prabirendra Mohun Tagore having his Katchary at Dhakuria and for the portion (area 3K-8Ch-13Sft.) - *058 acre in C.S.Dag No. 211 in Khatian No.110 situate within the Jama of Rs.4/0/6 a proportionate an annual rent of Rs. -/12/6 is payable to the --Landlord aforesaid. The total rent payable in respect to the land (Plot No.2)hereby sold is Rs.2/14/9...

SCHEDULE D ABOVE REFERRED TO (List of Documents)

- One Original Lease dated 10.12.28 from Ezra Mayer Aar n Cohen to Mrs.Daisy Chew registered in Book No.I Volume No.104 Pages 103-108 being No.5235 for the year 1928 a Sadar S.R.O.Alipore.
- 2 Original Conveyance dated 13.11.33 from the Administrator General of Bengal to Brojo Lal Paul registered in Book No.1 Volume No.88 Pages 69-75 being No.4379 for the year 1933 at the District S.R.O.Alipore.
- 3 Original Bengali Kobala dated 15.2.38.from Brojo Lal
 Paul to Prithwish Chandra Das Gupta registered in Book
 No.1 Volume No.34 Pages 25-32 being No.555 for the year
 1938 at the District S.R.O.Alipore.
- 4 Original Release dated 30.8.49 from Prithwish Chandra
 Das Gupta to Ballygunge Real Property and Building Society
 Limited in Book No.I Volume No.81 Pages 65-69 being No.
 4406 for the year 1949 at Sadar Joint S.R.O.Alipore.

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- 5 Original Conveyance dated 3.3.43.from Mrs.Daisy Chew to Ballygunge Bank Limited registered in Book No.I Volume No.6 Pages 208-218 being No.230 for the year 1943 at Sadar Joint S.R.O.Alipore.
- 6Original Pattah dated 21.5.37.from Maharaja Bahadur Sir Prodyut Kumar Tagore to Moududar Rahaman registered in Book No.I Volume No.51 Pages 218-222 being No.1878 for the year 1930 at Sadar S.R.O.Alipore.
- 7Original Conveyance dated 3. 5.44.from Moududar -Rahaman and Another to Ballygunge Bank Limited registered in Book No.I Volume No.26 Pages 124-133 being No.1139 for the year 1944 at Sadar Joint S.R.O.Alipore
- 8 Settlement Khatian Nos.93,109 and 110 Mouza Selimpore J.L.No.37.

MEMO OF CONSIDERATION.

- · 3. Paid on This date per cheque no. 6937208 dated 3.10.51 on Lloyad's Bank to, Calcutta in favour of the Rischasir. Fofal Ro15045-2-3
 Rupes Fifteen Thousand fortyfive annas two fies three only.

IN WITNESS WHEREOF the Vendor Ballygunge Real Property and aging Director. Building Society Limited by the hand of the Managing Director and the Common Seal of the said Society hereunto affixed doth subscribe to these presents the day month and year first above written.

SIGNED SEALED AND DELIVERED at the registered Office of the Society in the presence

a For Ballygunge Real Property &

UCmail 9 Managing Director.

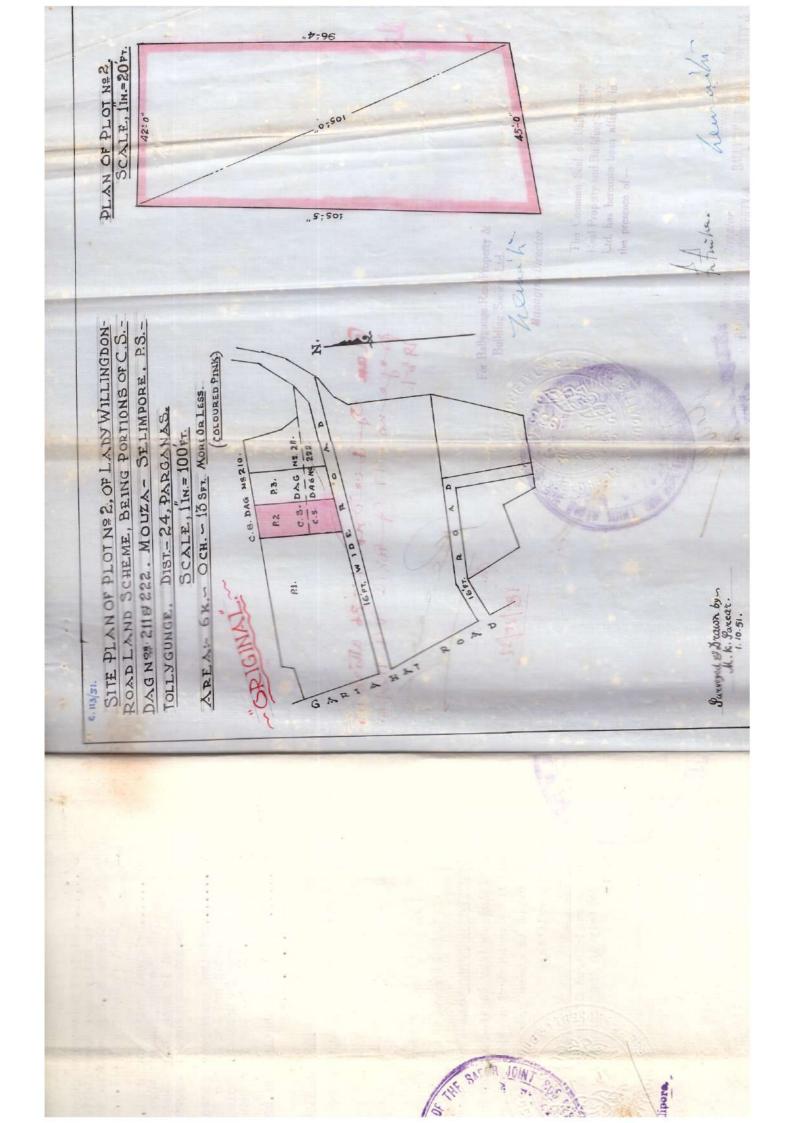
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The Common Seel of Ballygunge Real Property and Building Society Ltd. has beremain been affixed in the presence of-

Sub-Hogistrat Shipore.

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