



STAMP AFFIXED BY

POSTAL SUPERINTENDENT
CALCUTTA COLLECTION



Handwritten signature: N. C. Chatterjee

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Calcutta the main branch of the
also an Amendment of the
Amendment of the
No. 284. 23 14
and also the

Registrar of Assurances

Calcutta

Calcutta

and duty of the
Additional duty of

THIS INDENTURE made this 5th day of December

One Thousand Nine Hundred and Eighty-two B. E. E. E. E.

TOTAL 33561=00
JAYANTA NATH GHOSE son of Bhupendra Krishna Ghose deceased

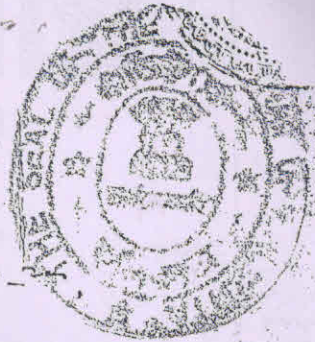
by faith Hindu by occupation Landholder residing at No. 46,
2 6=00 pathuriaghata street, Calcutta hereinafter referred to as
1998=50 the VENDOR (which expression shall unless excluded by or

repugnant to the subject or context be deemed to include his
heirs executors administrators legal representatives) of the
One Part A. M. D. S. GAYATRI SAHA daughter of Bimal Roy
Chowdhury wife of Sri J. B. Saha by faith Hindu by occupation
business at No. 28, Black Burn Lane, Calcutta-12 hereinafter
referred to as the PURCHASER (which expression shall unless
excluded by or repugnant to the subject or context be deemed
to include his heirs executors administrators legal represen-
tatives and assigns) of the Other Part AND PRA BHUSAN SAHA
son of Haridas Saha deceased by faith Hindu by occupation
business ~~at~~ at 28, Black Burn Lane, Calcutta-12 herein-
after referred to as the CONFIRMING PARTY WHEREAS the said
Bhupendra Krishna Ghose was seised and possessed of or other-
wise well and sufficiently entitled to considerable properties
both moveable and immoveable including the premises No.

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PRAGATI INFRASTRUCTURE
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Jayanta Nath Ghose
Sole Agent of the
Jayanta Nath Ghose
Registrar of Companies
Calcutta.

Jayanta Nath Ghose son of
Late Manmohan Nath Ghose
Ghose of 46 Park Road, Calcutta
St. Cal. Hindu, Kanchi
Jayanta Nath Ghose and wife
Sona and late Sridhar
Sona of 28 Black Sea
Calcutta, Calcutta Hindu.

Indra Kisan Saha.

[Signature]
Palak Chandra Das
Solicitor & Advocate
High Court, Cal.

[Faint official stamps and handwritten notes at the bottom]

157/B, Dharamtolla Street(now known as Lenin Street,
Calcutta AND WHEREAS the said Bhubendra Krishna Ghose died
intestate on 14th December, 1941 leaving behind his sole
widow Sm. Nirmala Bala Ghose and three sons Mammatha Nath
Ghose, Bhabendra Nath Ghose and Jayanta Nath Ghose the
Vendor herein as his only heiress and heirs under the
Dayabhaga School of Hindu Law by which the deceased was
governed during his life time and at the time of his death
AND WHEREAS after the death of the said Bhubendra Krishna
Ghose the said Sm. Nirmala Bala Ghose and Mammatha Nath
Ghose, Bhabendra Nath Ghose and Jayanta Nath Ghose were
jointly seised and possessed of or otherwise well and
sufficiently entitled to the said several both moveable and
immoveable properties including the said premises No. 157/B,
Dharamtolla Street, Calcutta AND WHEREAS the said heirs and
heiress of the late Bhubendra Krishna Ghose desired to
partition the said properties amicably AND WHEREAS by a
Deed of Partition dated the 16th January, 1963 made between
the said Sm. Nirmala Bala Ghose of ^{or} First part Mammatha Nath
Ghose of the Second part Bhabendra Nath Ghose of the third
part and Jayanta Nath Ghose the Vendor herein of the fourth
part and registered at the office of the Sub-Registrar
of Assurances of Calcutta in Book No. I Volume No. 32 pages
125 to 157 being the Deed No. 444 for the year 1963 the
properties mentioned therein including the said premises
No. 157/B, Dharamtolla Street, Calcutta have been amicably
partitioned among the said Sm. Nirmala Bala Ghose, Mammatha
Nath Ghose, Bhabendra Nath Ghose and Jayanta Nath Ghose in
the manner described therein AND WHEREAS the said Deed of
Partition dated 16th January, 1963 recited that each of the
said parties thereto are entitled to an undivided one-fourth
share or interest in all the properties described in the

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Nirmala Bala Ghose

Partner

Schedule "A" thereunder written and that leaving out some of the properties more fully and particularly mentioned therein the parties amicably agreed to partition all the other properties including the said premises No. 157/B, Dharamtolla street now known as Lenin Sarani, Calcutta in the manner fully described therein and delineated in the map or plan annexed thereto AND WHEREAS the said properties which were partitioned by the said Deed of Partition had been described therein in four lots viz. First, Second, Third and Fourth Lots and one of the said lots has been allotted to each of the First, Second, Third and Fourth parties thereto so that the Fourth, Third, Second and First lots have been allotted to parties of the First, Second, Third and Fourth parts respectively as mentioned in the said Deed of Partition dated the 16th January, 1963 and the said premises No. 157/B, Dharamtolla street (now known as Lenin Sarani) had been sub-divided in three Lots and described and delineated in the map or plan annexed thereto as Lots "C", "B" and "A" and coloured therein with green yellow and red colours respectively and has been allotted to the said parties to the Second, Third and Fourth parts therein respectively AND WHEREAS the said Deed of Partition dated the 16th January, 1963 has further recited that for use occupation and enjoyment of contiguous Lots "A" and "B" described therein each of the parties of the 3rd and 4th parts thereto shall have full free right and liberty of way ^{use} ~~use~~ or otherwise in common with one another into upon ^{of} ~~over~~ and along the common passage curbed or formed out of the said premises No. 157/B, Dharamtolla street, Calcutta running South to North to the west of the said Lot "A" and to the East of the said Lot "B" and from Dharamtolla street,

PARBOTI INFRASTRUCTURE

Memorandum
Partner

Calcutta and having a width of 9' feet and 11" inches at Dharamtolla Street and a total area of 2 Cottages & Chitacks and more fully and particularly delineated with "X" in the map or plan annexed thereto ^{and shall remain open to the Sky and maintained by the said Vendor herein} AND WHEREAS the said partition Deed dated the 16th January, 1963 has further recited that the parties thereto had accepted the valuation of each of the Lots "A", "B", "C" and "D" as mentioned therein and the several properties described in the First Lot described in Part IV of Schedule "B" thereunder written was allotted to Jayanta Nath Ghose the Vendor herein as being the party of the 4th part therein absolutely and in severalty as regards the parties thereto of the 1st, 2nd and 3rd parts as and in lieu of his undivided one-fourth share or interest in the several properties mentioned in Part I of the Schedule "A" thereunder written and it was further recited that for the purpose of equalising the said partition each of the parties thereto of the 3rd and 4th parts would pay to Sm. Nirmala Bala Ghose a sum of Rs. 5,895/- as owelty money within six months from the date of those presents and the said party thereto of the 4th part was to pay a further sum of Rs. 28,733/- to the party thereto of the 2nd part as owelty money within two years from the date of those presents AND WHEREAS the said Deed of Partition dated the 16th January, 1963 further recited that in consideration of the premises and for the purpose of partition the said Nirmala Bala Ghose, Manmatha Nath Ghose and Bhabendra Nath Ghose the parties thereto of the 1st, 2nd and 3rd parts and each of them did convey and transfer all their right title and interest unto and in favour of the said Jayanta Nath Ghose the party thereto of the 4th part, the Vendor herein, and for his one-fourth share in the said several messuages tenements hereditaments and premises inter alia the portion of premises consisting of partly four,

BRAGOTI INFRASTRUCTURE
Nemaijit
 Partner

Calcutta and having a width of 9' feet and 11" inches at Dharamtolla Street and a total area of 2 Cottans & Chitacks and more fully and particularly delineated with "1" in the ^{and shall remain open to the sky and maintained by owner of the said map or plan annexed thereto} AND WHEREAS the said partition Deed dated the 16th January, 1963 has further recited that the parties thereto had accepted the valuation of each of the Lots "A", "B", "C" and "D" as mentioned therein and the several properties described in the First Lot described in Part IV of Schedule "B" thereunder written was allotted to Jayanta Nath Ghose the Vendor herein as being the party of the 4th part therein absolutely and in severalty as regards the parties thereto of the 1st, 2nd and 3rd parts as and in lieu of his undivided one-fourth share or interest in the several properties mentioned in Part I of the Schedule "A" thereunder written and it was further recited that for the purpose of equalising the said partition each of the parties thereto of the 3rd and 4th parts would pay to Sm. Nirmala Bala Ghose a sum of Rs. 5,895/- as owelty money within six months from the date of those presents and the said party thereto of the 4th part was to pay a further sum of Rs. 28,733/- to the party thereto of the 2nd part as owelty money within two years from the date of those presents AND WHEREAS the said Deed of Partition dated the 16th January, 1963 further recited that in consideration of the premises and for the purpose of partition the said Nirmala Bala Ghose, Manmatha Nath Ghose and Bhabendra Nath Ghose the parties thereto of the 1st, 2nd and 3rd parts and each of them did convey and transfer all their right title and interest unto and in favour of the said Jayanta Nath Ghose the party thereto of the 4th part, the Vendor herein, and for his one-fourth share in the said several messuages tenements hereditaments and premises inter alia the portion of premises consisting of partly four,

BRAGOTI INFRASTRUCTURE

Nemaijit

Partner

partly three, partly two and partly one storied building together with piece or parcel of land measuring 19 Cottans 15 Chittacks and 36 square feet be the same a little more or less whereon or on part whereof the same is built or erected being the front portion of premises No. 157B, Dharamtolla Street (now known as Lenin Sarani) Calcutta comprised in First Lot and more fully and particularly described in Part IV of the schedule "B" thereunder written and delineated as Lot "A" bordered red in the map or plan annexed thereto and also the common passage marked with the letter "Y"

AND WHEREAS it was further recited in the said Deed of Partition dated the 16th January, 1963 that the said Manmatha Nath Ghose the party thereto of the second Part covenanted with the said sm. Nirmala Bala Ghose, Bhabendra Nath Ghose and the Vendor herein that the said Manmatha Nath Ghose would produce or cause to be produced at the cost and request of the said sm. Nirmala Bala Ghose or Bhabendra Nath or the Vendor herein ^{and their respective heirs executors administrators representatives and assigns} the said original Deed of Partition dated the 16th January 1963 which by agreement was kept with him

AND WHEREAS since the said Deed of Partition dated the 16th January, 1963 the Vendor is seized and possessed of or otherwise well and sufficiently entitled to in fee simple in possession or an estate equivalent thereto as absolute owner thereof and in severalty to other co-sharers the said divided front portion of the said premises No. 157B, Dharamtolla Street (now known as Lenin Sarani) Calcutta and the same is

since known and numbered as 157B, Lenin Sarani, Calcutta AND WHEREAS by an Agreement for Sale dated the 19th December, 1980 the Vendor hath agreed to sell and Indr. Bhasan Saha

hath agreed to purchase all that the said partly four, partly three, partly two and partly one storied building together with piece or parcel of land measuring 19 Cottans 15 Chittacks and 36 square feet be the same a little more or less situate

PRAGATI INFRASTRUCTURE
Nirmala Bala Ghose
Partner

and lying at premises No. 157B, Lenin Sarani, Calcutta together with all rights, privileges and easements appended thereto or appertenant therewith free from all encumbrances at or for the price of Rs. 6,00,000/- (Rupees ~~XXXXXX~~ six Lakhs only) and the said Indra Bhusan Saha hath on the same day paid to the Vendor a sum of Rs. 50,000/- (Rupees Fifty Thousand only) as and by way of earnest money and in part payment of the consideration money AND WHEREAS by virtue of powers reserved under the said in part recited Agreement for Sale the said Indra Bhusan Saha has nominated Sm. Gayatri Saha and Himadri Saha for purchase by each of them of an undivided one-third share or interest in the said premises No. 157B, Lenin Sarani, Calcutta (formerly known as Dharamtolla street, Calcutta) and the Vendor hath agreed to transfer and convey to Indra Bhusan Saha, Sm Gayatri Saha and Himadri Saha respectively out of his sixteen annas ownership an undivided one-third share or interest in the said premises No. 157B, Lenin Sarani, Calcutta so that each of the said Indra Bhusan Saha, Sm Gayatri Saha and Himadri Saha becomes entitled to an undivided one-third share or interest in the said premises No. 157B, Lenin Sarani, Calcutta NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs. 2,00,000/- (Rupees Two Lacs only) of the lawful money of Indian Union well and truly in hand paid by the Purchaser to the Vendor in the manner indicated herein-after (the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge of and from the same and every part thereof acquit release discharge and for ever exonerate the Purchaser and the said property) HE the Vendor doth hereby grant transfer convey assure and assign by way of absolute sale unto and in favour of the Purchaser ALL THAT

PRAGATI INFRASTRUCTURE
Pragati
 Partner

and lying at premises No. 157B, Lenin Sarani, Calcutta together with all rights, privileges and easements appended thereto or appertenant therewith free from all encumbrances at or for the price of Rs. 6,00,000/- (Rupees ~~XIXLXXX~~ six Lakhs only) and the said Indra Bhusan Saha hath on the same day paid to the Vendor a sum of Rs. 50,000/- (Rupees Fifty Thousand only) as and by way of earnest money and in part payment of the consideration money AND WHEREAS by virtue of powers reserved under the said in part recited Agreement for Sale the said Indra Bhusan Saha has nominated Sm. Gayatri Saha and Himadri Saha for purchase by each of them of an undivided one-third share or interest in the said premises No. 157B, Lenin Sarani, Calcutta (formerly known as Dharamtolla street, Calcutta) and the Vendor hath agreed to transfer and convey to Indra Bhusan Saha, Sm Gayatri Saha and Himadri Saha respectively out of his sixteen annas ownership an undivided one-third share or interest in the said premises No. 157B, Lenin Sarani, Calcutta so that each of the said Indra Bhusan Saha, Sm Gayatri Saha and Himadri Saha becomes entitled to an undivided one-third share or interest in the said premises No. 157B, Lenin Sarani, Calcutta NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs. 2,00,000/- (Rupees Two Lacs only) of the lawful money of Indian Union well and truly in hand paid by the Purchaser to the Vendor in the manner indicated herein-after (the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge of and from the same and every part thereof acquit release discharge and for ever exonerate the Purchaser and the said property) HE the Vendor doth hereby grant transfer convey assure and assign by way of absolute sale unto and in favour of the Purchaser ALL THAT

BRAGOTI INFRASTRUCTURE
Nemai Keta
Partner

undivided one-third share or interest in the said partly four, partly three, partly two and partly one storied messuages tenements hereditaments and premises situate and lying at and being premises No. 157B, Lenin Sarani (formerly known as Dharamtolla Street) Calcutta more fully and particularly described in the schedule hereunder written and delineated with red border lines in the map or plan annexed hereto OR HOWSOEVER OTHERWISE the said messuages tenements hereditaments and premises and every part thereof is or are now or heretofore was or were butted bounded called known numbered reputed or belong to TOGETHER WITH all structures out-houses fixtures fittings yards areas paths passages water water-courses lights rights liberties privileges easements thereon and appurtenances whatsoever to the said messuages tenements hereditaments and premises belonging or in anywise appertaining or usually held or enjoyed therewith or reputed belong or to be appurtenant thereto and in particular the right of way in common with Bhabendra Nath Ghose unto upon ^{over} ~~at~~ under and along the common passage and all benefits relating to the said common passage as provided in the said Deed of Partition dated the 16th January, 1963 AND all deeds pattahs writings muniments and evidences of title whatsoever exclusively relating to or concerning the said undivided one-third share or interest in the said messuages tenements hereditaments and premises or any part thereof which now are or hereafter shall or may be in the possession power or control of the Vendor or any person or persons from whom he may procure the same without any action or suit AND ALL THE ESTATE right title interest claim and demand of the Vendor into or upon the said undivided one-third share or interest in the said messuages tenements hereditaments and premises or any part thereof TO HAVE AND TO HOLD the said ^{undivided one third share or interest in the said} messuages tenements

PRAGATI INFRASTRUCTURE
Devi Prasad
 Partner

ments and premises hereby granted transferred and conveyed or
used so to be unto and to the use of the purchaser absolutely AND
Vendor doth hereby covenant with the purchaser that notwithstanding
a ct deed matter or thing by the Vendor or any of his predecessor in
e done and executed or knowingly suffered to the contrary as the said
or is now absolutely seised and possessed of or otherwise well and
sufficiently entitled to the said messuages hereditaments and premises
fully and particularly described in the schedule hereunder written
hereby granted or expressed so to be and every part thereof and hath
himself a perfect and indefeasible estate or inheritance and absolute
e as and for an estate of inheritance in fee simple in possession or
estate equivalent thereto without any manner of condition use trust or
ther thing whatsoever to alter defeat encumber or make void the same
that notwithstanding any such act deed matter or thing whatsoever as
resaid done or executed the Vendor now hath in himself good right full
r and absolute authority to grant convey transfer assure and assign
ay of absolute sale the said undivided one third share or interest in
said messuages, tenements hereditaments and premises hereby granted
expressed so to be unto and to the use of the purchaser in manner afo
id AND the Purchaser his heirs executors administrators legal repre-
satives and assigns shall and may at all times hereafter peaceably and
ely enter upon possess and enjoy the said undivided one third share
nterest in the said messuages tenements hereditaments and premises
by granted or expressed so to be and unto and to the use of the
haser in manner aforesaid AND the purchaser his heirs executors admini-
rators legal representatives and assigns shall and may at all times
after peaceably and quietly enter upon possess and enjoy the said
ises hereby granted or expressed so to be to receive the rents issues
profits thereof without any lawful eviction interruption claim and
nd whatsoever from or by the Vendor or by the person or persons
ully or equitably claiming from under or in trust

PRAGATI INFRASTRUCTURE
Nemai K. Fra
Partner

or him or from under any of his predecessor in title AND that free and clear and freely and clearly and absolutely acquitted discharged saved harmless exonerated and kept indemnified against all estate and encumbrances of the Vendor at the cost and expenses of the Vendor and all manner of claims charges liens debts attachments made or suffered by the Vendor and all person or persons lawfully or equitably claiming from under or in trust for the Vendor or any person or persons claiming from under or in trust for his predecessor in title AND FURTHER that the said Vendor and all person or persons having or lawfully or equitably claiming any estate or interest in the said messuages tenements hereditaments and premises or any part thereof from under or in trust for the said Vendor or from under any of his predecessor in title 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 matters and things whatsoever for further and more perfectly assuring the said messuages tenements hereditaments and premises unto and to use of the Purchaser as shall or may reasonably be required AND the Confirming Party doth hereby confirm the terms for hereby made or expressed as to be.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT undivided one-third share of interest in ALL THAT partly one, partly two, partly three and partly four storied building together with a piece or parcel of land measuring 337.55 Square Meters or 19(Nineteen) Cottans 15 (fifteen) Chittacks and 36(thirty six) Square feet be the same a little more or less whereon or part whereof the same is built or erected situate and lying at and being premises No.157B, Lenin Sarani, Calcutta within the limits of Corporation of Calcutta together with all rights of easements over a long and under the common passage butted and bounded in the manner following:

PRAGATI INFRASTRUCTURE
Derman Kirtan
Partner

On the North: By premises No. 157/C, Lenin Sarani, Calcutta;
 On the South: by Lenin Sarani;
 On the East: by premises No. 157/A, Lenin Sarani, Calcutta;
 On the West: by common passage between the premises Nos 157/B
 and 157/C, Lenin Sarani, Calcutta.

more fully and particularly delineated in the map or plan
 annexed hereto.

IN WITNESS WHEREOF the Vendor doth hereby set his hand
 seal the day month and year first above written.

SIGNED SEALED AND DELIVERED

In the presence of :

L. N. Bhattachajee
 Solicitor & Advocate
 8.12.82

Jayanta Nish Ghose

Indra Kusan Saha.

PLM

Attorney at Law & Advocate

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser
 the within mentioned consideration money.

Rs. 2,00,000/-

By Payorder No PSY 353502 on Punjab
 National Bank, Shyam Nagar Branch
 Calcutta dated 7.12.82

Rs. 2,00,000/-

Rs. 2,00,000/-

Witness: —

L. N. Bhattachajee

(Superior Two - two or so)

Jayanta Nish Ghose

PLM