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18/2/59  
STAMP SUPERINTENDENT,  
CALCUTTA COLLECTORATE.

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688/-

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THIS INDENTURE made this 6th day of MARCH One thousand nine hundred eighty-nine BETWEEN : SUDARSHAN KUMAR TRIKHA son of Pandit Wazir Chand Trikha deceased Hindu Businessman residing at No. 10-3-152/4, St. John's Road East Marvedpally, Secunderabad-500026 AND SMT. NIRMALA VATS widow of S. S. Vats deceased Hindu House-wife residing at No. 30, South Patel Nagar, New Delhi-110008 AND SMT. USHA GOSWAMI widow of B. M. Goswami deceased .. .. .

17/20/89  
 March 1989  
 Sudars  
 Kuman

1) Sundarshan Kumar Jirka  
Son of Late Pandit Warje Chand  
Jirka. P 10-3-15 1/4,  
St John's Road East Market  
Bally, Secunderabad - 500026  
Smt Net Malavika  
W/o Mr S.S. Rao  
P. 30 South Lakshmi Nagar  
Bali, New Delhi - 110008  
3) Smt Neela Goswami  
Widow of Mr. Goswami  
P. 183A, Tel. Road  
Agra Cantonment  
Agra, U.P.

Logement n. 7 (M)  
Johann St. Vaysses  
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Sarwar Chaudhary Kumer Talha.

V.C.T.)

Suton (Kern) Inner Tri Kha

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V.C. 17/255  
Wahr Gos. Comy

Richard Allen Tappan

8/1 Late Pandit Beli-Ram  
Dwarinera Tghal  
12B, Lord Sinha Road Calcutta-71

*[Handwritten signature]*

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Rosa M. Fairbank  
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deceased Hindu House-wife residing at No. 183A, Taj Road, Agra Cantonment hereinafter collectively referred to as "the VENDORS" ( which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators and representatives ) of the ONE PART AND SHRIMATI JHUMPA DAS ( aged about twelve years ) daughter of Manick Kumar Das, a minor under the age of 18 years represented by her father and natural guardian the said Manick Kumar Das, Hindu Student residing at No. 44/1, Jay Narayan Banerjee Lane, within the municipal limits of Calcutta hereinafter referred to as "the PURCHASER" ( which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, administrators representatives and assigns ) of the OTHER PART :

W H E R E A S -

1) At all material times and until as hereinafter mentioned the said Pandit Wazir Chand Trikha was seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the brick built sheds and/or structures together with the piece or parcel of land thereunto belonging whereon or on part whereof the same are erected and built and containing an area of 3 Cottahs 7 Chittacks and 30 sq. ft. be the same a little more or less situate lying at and being premises No. 13, Charu Chandra Avenue ( formerly No. 10/18, Deshpran Sasmal Road and prior thereto plot No. 18 of premises No. 41, Russa Road South ) within the municipal limits of Calcutta hereinafter for the sake of brevity referred to as the " Entire Property " free from all encumbrances and liabilities :

2) While thus seised and possessed of the entire property

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the said Pandit Wazir Chand Trikha on or about the 10th day of May, 1974 granted a lease of a portion of the same for a term of 21 years unto and in favour of one Narendra Nath Burman on certain terms and conditions as will appear from the Indenture of Lease of even date. The said demised portion was subsequently separately assessed and known and numbered as premises No. 18/1A, Charu Chandra Avenue and the remaining portion of the said property containing an area of 1 cottah 1 chittack and 26 sq. ft. more or less and known and numbered as premises No. 18/1B, Charu Chandra Avenue, Calcutta :

3) The said Pandit Wazir Chand Trikha ( his wife having predeceased him ) who was a Hindu governed by the Mitakshara School of Hindu Law was the Karta of the H.U.F. consisting of himself his three sons namely Shiv Kumar Trikha, Ashok Kumar Trikha and Sudarshan Kumar Trikha and two daughters namely Smt. Nirmala Vats ( Nee-Nirmala Trikha ) and Smt. Usha Goswami ( Nee Usha Trikha ) and called and known as the " Pandit Wazir Chand Trikha, H.U.F. " :

4) During the life time of the said Pandit Wazir Chand Trikha disputes and differences having for some time past arisen between the said Shiv Kumar Trikha and the said Ashok Kumar Trikha regarding the joint family assets the said Pandit Wazir Chand Trikha, Shiv Kumar Trikha and Ashok Kumar Trikha have as and by way of family arrangement or settlement agreed to dissolve the said Pandit Wazir Chand Trikha, H.U.F. and/or to a disruption of the joint family status both in respect of the food and worship as well as of the common possession and enjoyment of the joint family estate and to partition thereof between themselves as mutually agreed upon :

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August 7 (D)  
South of Barcelona  
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- 5) In pursuance aforesaid the said Shiv Kumar Trikha and the said Ashok Kumar Trikha having separated from the said Hindu undivided family was allotted and by way of family settlement they accepted the moveable properties and cash moneys from and out of the said Hindu undivided family estate in full and final settlement of all their claims therein but freed and discharged from all liabilities of the said estate and orally disclaimed relinquished and/or released all their right title and interest in respect of the rest of the properties and assets of the erstwhile H.U.F. :
- 6) Since the dissolution of the said H.U.F. the said Shiv Kumar Trikha and the said Ashok Kumar Trikha have been living separately in respect of their food and worship as well as in respect of possession and enjoyment of their respective separated properties :
- 7) Some time thereafter the said Shiv Kumar Trikha and the said Ashok Kumar Trikha left India and permanently settled at New York U.S.A. and they had been and are still living in U.S.A. and acquired citizenship there :
- 8) Thereafter on or about the                      day of                      19                      the said Pandit Wazir Chand Trikha died intestate leaving behind inter alia the said premises No. 18/1B, Charu Chandra Avenue, Calcutta and leaving the said Sudarshan Kumar Trikha, Smt. Nirmla Vats and Smt. Usha Goswami his only heir and heiresses entitled to the same :
- 9) In the premises the said Sudarshan Kumar Trikha, the said Smt. Nirmla Vats and the said Smt. Usha Goswami are the only persons entitled to ALL THAT the said premises No.18/1B, Charu

Chandra ....



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Register, Vol. 7 (B)  
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Chandra Avenue, Calcutta together with the land thereunto belonging and containing an area of 1 cottah 1 chittack and 26 sq. ft. more or less described in the First Schedule hereunder written and hereinafter for the sake of brevity referred to as " the said property " free from all encumbrances and liabilities :

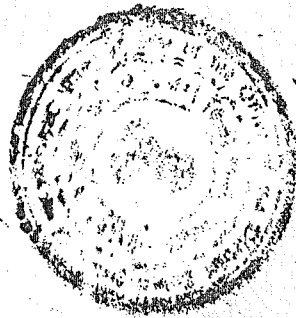
10) The said property is let out to a monthly tenant particular whereof is set out in the Second Schedule hereunder written :

11) The Vendors have agreed to sell and the purchaser has agreed to purchase absolutely to the said property more particularly described in the First Schedule hereunder written at or for the price or consideration of Rs. 60,000/- ( Rupees Sixty thousand only ) subject to the existing tenancy as aforesaid but otherwise free from all encumbrances and liabilities :

NOW THIS INDENTURE WITNESSETH as follows :-

1. In pursuance of the said Agreement and in consideration of the sum of Rs. 60,000/- ( Rupees Sixty thousand only ) being the full amount of the consideration money paid by the purchaser to the Vendors at or before the execution of these presents ( the receipt whereof the vendors do and each of them doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof doth hereby for ever acquit release and discharge the purchaser and the property hereby conveyed ) the Vendors do and each of them doth hereby grant, sell, convey, transfer assign and assure unto and in favour of the purchaser ALL THAT the brick built sheds and structures together with the piece or parcel of land thereunto belonging whereon or on part whereof the same are erected and built and containing an

area ....



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area of 1 cottah 1 chittack and 26 sq. ft. be the same a little more or less situate at and being premises No. 18/1B, Charu Chandra Avenue ( formerly a portion of premises No. 10/18, Deshapran Sasmal Road and prior thereto a portion of plot No. 18 of premises No. 41, Russa Road South ) within the municipal limits of Calcutta more particularly described in the First Schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered "Red" and hereinafter for the sake of brevity referred to as " the said premises " OR HOWSOEVER OTHERWISE the said premises or any of them or any part thereof now are or is or at any time or times heretofore were or was situated butted bounded called known numbered described or distinguished TOGETHER WITH all paths, passages, water courses, waters, drains AND all and all manner of former and other rights lights liberties, easements, privileges, emoluments, advantages and appurtenances whatsoever to the said premises belonging or in ANYWISE appertaining or usually held, used, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto respectively AND the reversion or reversions, remainder or remainders AND all the rents issues and profits thereof and every part thereof AND all the legal incidents thereof AND all the estate right title interest inheritance use property possession claim and demand whatsoever both at law and in equity of the vendors into upon or in respect of the said premises and every part thereof hereto comprised and hereby granted and transferred and every part thereof AND all deeds pottahs muniments writings and evidences of title which in ANYWISE relate to the said premises or any of them or any part thereof which now are or hereafter shall or may be in the custody power or possession of the vendors or any person or persons from whom the vendors can or may procure the

same ...

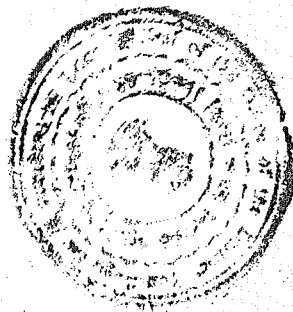


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same without any action or suit at law or in equity TO HAVE AND TO HOLD the said premises and ALL AND SINGULAR other the premises herein comprised and hereby granted sold, conveyed, transferred, assigned and assured expressed or intended so to be together with all other rights members and appurtenances belonging thereunto respectively unto and to the use of the Purchaser absolutely and for ever free from all mortgages, charges, liens, dispendens encumbrances and liabilities whatsoever.

2. The Vendors do and each of them doth hereby declare and covenant with the Purchaser (1) That NOTWITHSTANDING any act deed or thing done or committed to be done by them or any of them the Vendors are absolutely seised and possessed of or otherwise well and sufficiently entitled to the said premises free from all encumbrances and liabilities (2) That the Vendors have good right full power absolute authority and indefeasible title to grant sell convey transfer assign and assure ALL AND SINGULAR the said premises hereby granted sold conveyed transferred assigned and assured or hereby expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid according to the true intent and meaning of these presents free from all encumbrances and liabilities whatsoever and (3) That the Purchaser shall and will and may from time to time and at all material times hereafter peaceably and quietly hold possess and enjoy the said premises hereby granted and transferred and receive and take the rents, issues and profits thereof and every part thereof without any lawful let suit trouble eviction interruption disturbance claim or demand whatsoever from of or by the Vendors or any other person or persons whatsoever and (4) That the Purchaser having purchased the said premises on the assurance and guarantee of the Vendors as to protection against any possible claim by the said Shiv

Kumar ....



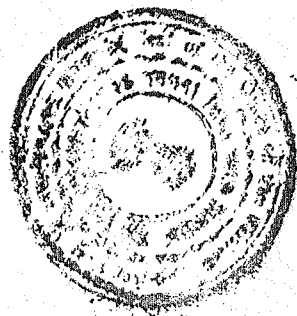
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Chicago, N. Y. 1915  
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Kumar Trikha and the said Ashok Kumar Trikha the Vendors do and each of them doth hereby agree to indemnify and at all times keep indemnified the Purchaser against all possible claims demands or actions, costs, charges and expenses made by them or any of them in or about the said premises (5) That free and clear and freely and clearly and absolutely acquitted exonerated released and discharged or otherwise by and at the costs and expenses of the Vendors well and sufficiently save defended kept harmless and indemnified from and against all estates charges mortgages liens lispendens debts attachments ( including attachment under any Certificate Case or proceedings ) executions encumbrances and liabilities whatsoever and (6) That the Vendors and all persons having lawfully or equitably claiming any right title or interest whatsoever in the said premises or any of them or any part thereof from through under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and costs of the purchaser make do acknowledge and execute or cause to be made acknowledged and executed all such deeds matters and things whatsoever for further better and more perfectly and effectually granting and transferring the said premises and every part thereof unto and to the use of the purchaser as shall or may be reasonably required.

-: THE FIRST SCHEDULE ABOVE REFERRED TO :-  
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ALL THAT the brick built sheds and/or structures Together with the piece or parcel of land thereunto belonging whereon or on part whereof the same are erected and built and containing by estimation an area of 1 cottah 1 chittack and 26 sq. ft. be the same a little more or less situate lying at and being premises No. 18/1B, Charu Chandra Avenue ( formerly a portion of premises No. 10/18, Deshpren Sasmal Road and prior thereto a portion of

plot



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plot No. 18 of premises No. 41, Russa Road South within the municipal limits of Calcutta and delineated in the map or plan hereto annexed and thereon bordered 'Red' and butted and bounded in the manner following that is to say : -

ON THE NORTH - by 21 feet wide Road known as Charu Chandra Avenue.

ON THE EAST - by premises No. 18/1A, Charu Chandra Avenue.

ON THE SOUTH - by premises No. 18A, Charu Chandra Avenue.

and ON THE WEST - by partly by premises No. 19A, Charu Chandra Avenue and partly by premises No. 19B, Charu Chandra Avenue.

-: THE SECOND SCHEDULE ABOVE REFERRED TO :-

Name :	Portion occupied :	Rent per month :
--	-----	---
Ranjit Kumar Das	Entire premises	Rs.100/- ( Rupees One hundred only )

IN WITNESS WHEREOF the VENDORS have hereunto set and subscribed their respective hand and seal the day month and year first above written.

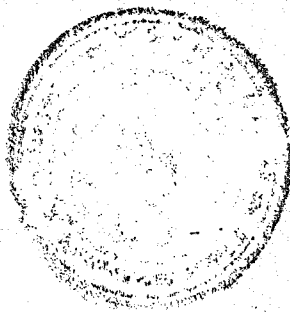
SIGNED SEALED AND DELIVERED by :  
the VENDORS at Calcutta in the :  
presence of : - :

Sudanshu Kumar Tripathi  
Karmadeval  
Ashu Goswami

R. Chakrabarty

R. Jyoti Kumar Tripathi  
R. Chakrabarty

Received ....



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Surgente  
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RECEIVED of and from the withinnamed  
PURCHASER the withinmentioned sum of -  
Rs.60,000/- ( Rupees Sixty thousand )  
only being the withinmentioned consideration  
expressed to have been paid by the Purchaser  
to us as per memo of consideration below :- = Rs.60,000/-.

:- Memo of Consideration :-  
-----

By pay order NO 99669 dated 23.2.89 issued  
by Bank of Baroda, Baranagar branch at the  
instance of the purchase in favour of Smt Nsa  
Goswami one of the vendor herein ----- Rs 20,000 = 00

By demand Draft NO 019556 dt 23.2.89 issued  
by Bank of Baroda Baranagar branch at  
the instance of the purchase in favour  
of Smt Nirmala Vats one of the vendor  
herein ----- Rs 20,000 = 00

By demand Draft NO 019555 dt 23.2.89  
issued by the Bank of Baroda Baranagar  
branch at the instance of the purchase  
in favour of Sri Sudarshan Kumar Tripathi  
the other vendor herein ----- Rs 20,000 = 00  
Rs 60,000 = 00

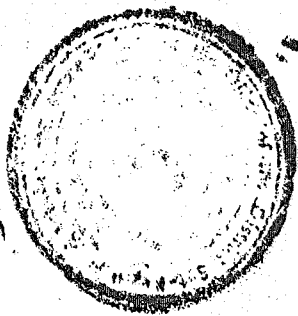
(Rupees sixty thousand only)

Sudarshan Kumar Tripathi  
Nirmala Vats  
Nsa Goswami

Witness:-

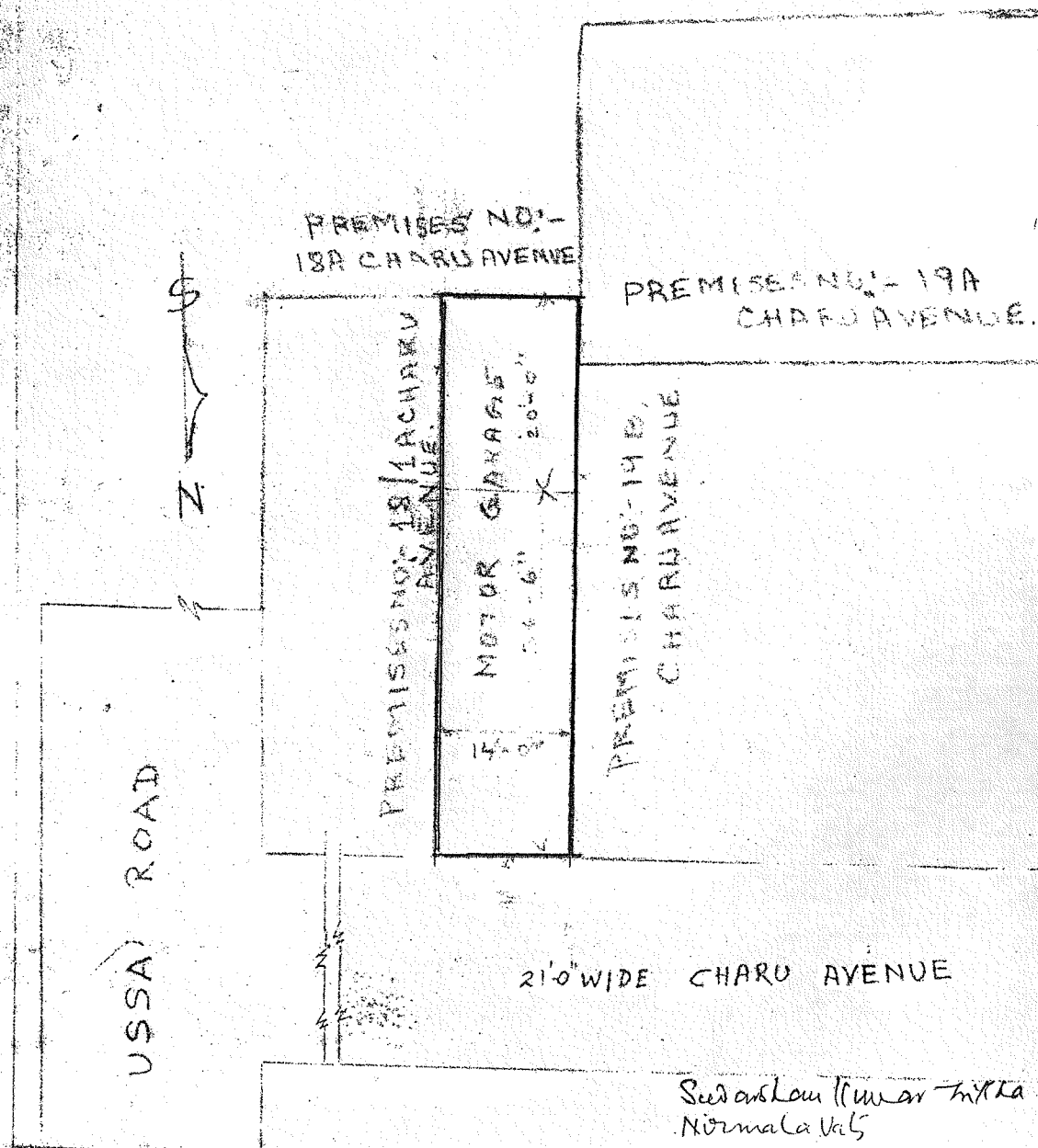
R Chakraborty  
Clerk to Sd/- P.D.H Rao  
6, Old Post Office St. Cal-

Rudra K. Tewari  
12 B, 102nd Street New  
Calcutta - 71

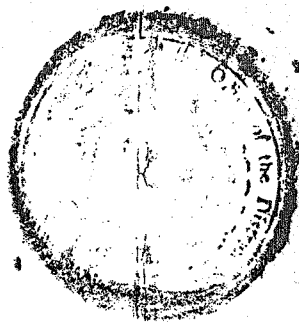


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REA: 1 Cottah 1 Chaffack and 26 sq ft.



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DATED THIS 6th DAY OF May 1989.

- F R O M -  
SUDARSHAN KUMAR TRIKHA & ORS.  
-TO-  
SHRIMATI JHUMPA DAS.  
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C O N V E Y A N C E .



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South 24 Parganas  
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P.D. Himatsingka & Co.,  
Advocates.