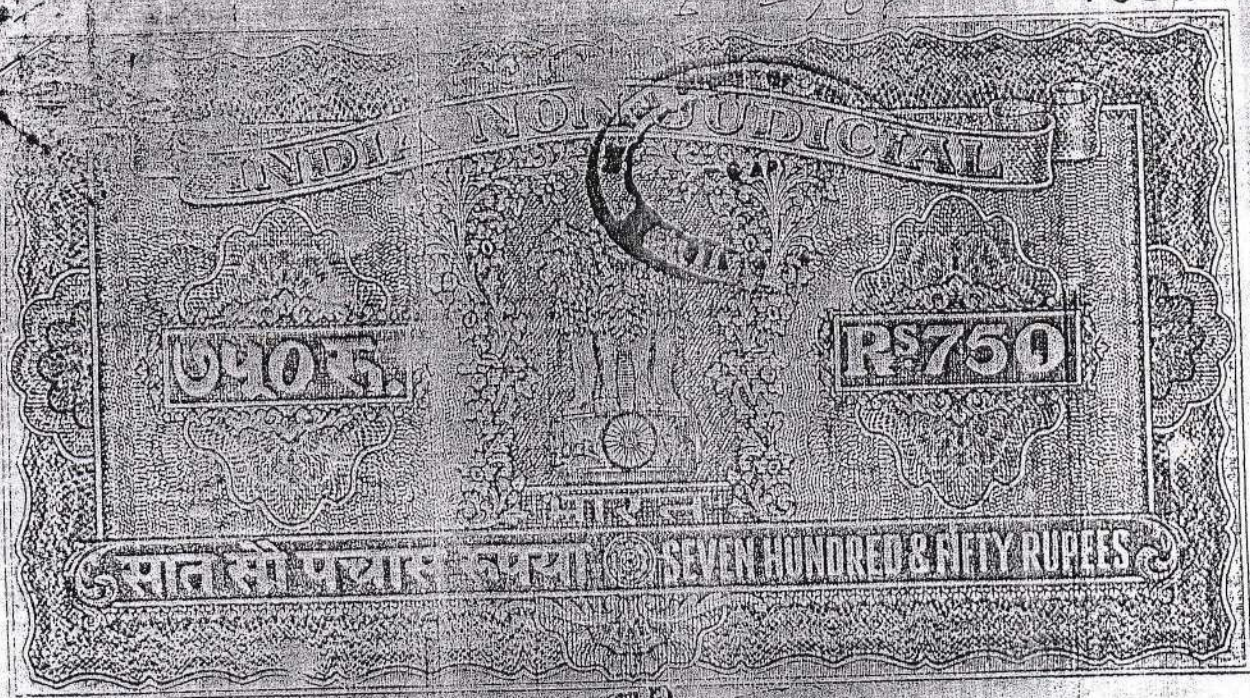


750Rs.

22/68



WEST BENGAL
Stamp Act, 1899
Schedule 1 & 2
481/53
35
485

Sub-Registrar,
SILIGURI.

Birendra Nath Roy Sarkar
Dipendra Nath Roy Sarkar

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DEED OF PARTITION

THIS INDENTURE MADE THIS DAY THE 29th March 1976

Between

Deed of Partition
Value: Rs 80,000/-

SHRI BIRENDRA NATH ROY SARKAR son of late BABULAL ROY SARKAR Hindu by religion, residing at Siliguri, Police Station, Subdivision and Subregistry office Siliguri, District Darjeeling, hereinafter called the FIRST PARTY (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, representatives, Administrators and assigns) of the OLD PART

And

no 1377 } - 20 pages



Birendra Nath Ray Sarkar

750 x 1 = 750. 00
200 x 1 = 200. 00
8 x 1 = 8. 00
1.15 x 2 = 3. 10
P. 50 x 1 = 0. 50

At the Sub-Registry Office
Siliguri, D.T. Barjeeling

961. 50

24/3/76

Birendra Nath Ray Sarkar

[Signature]
Sub-Registrar,
SILIGURI
29/3/76

[Signature]
Amended in original

Birendra Nath Ray Sarkar
Digendra Nath Ray Sarkar

[Signature]

(1) Digendra Nath Ray Sarkar
(2) Birendra Nath Ray Sarkar
At Barjeeling Ray Sarkar
Siliguri
Name of Registrar
Character/Description
District Barjeeling
By Order

[Signature]
Sub-Registrar,
SILIGURI



APR 1993
- 6 APR 1993

*Birendra Nath Roy Sarkar
Digon. ho Velli Roy Sarkar*

Page 2

SHRI DIGENDRA NATH ROY SARKAR son of late BABULAL ROY SARKAR, Hindu by religion, residing at Siliguri, Police Station, Subdivision and Subregistry office Siliguri, District Darjeeling, hereinafter called the SECOND PARTY (which expression shall mean and include unless --- excluded by or repugnant to the context his heirs, -- executors, representatives, Administrators and assigns) of the OTHER PART

WHEREAS the properties described in the schedule 'A' below are owned by the two brothers being the First



*Bishan Lal Bhatnagar
Dignitary Mathur Bhatnagar*

Page 3

First Party and the Second Party.

And

WHEREAS it has been decided and agreed

by and between the parties as aforesaid that the properties described in the Schedule 'A' below are to be divided and partitioned by metes and bounds between themselves and that on such partition the properties described in the Schedule 'B' below shall



*Bina Datta Ray
Dignified with Ray Sarda*

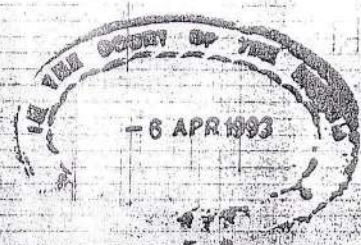
Page 4

shall belong exclusively to the FIRST PARTY and the properties described in the Schedule 'C' below shall belong exclusively to the SECOND PARTY.

And

WHEREAS it has been thought fit, necessary and advisable to have a duly executed and registered -- DEED OF PARTITION effecting such division and -- partition as aforesaid and recording the allotment

1R50nP



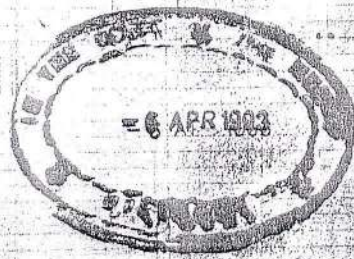
*B. S. ...
Dugendra Nath Rai Sarkar*

Page 5

allotment of properties to each of the parties.

NOW THIS INDENTURE WITNESSETH that the --
 properties described in the Schedule 'A' below have
 been divided and partitioned by and between the parties
 as aforesaid and that with effect from the date of
 execution of this DEED OF PARTITION the properties
 described in the Schedule 'B' below shall exclusively
 belong to the First Party and the Second Party shall

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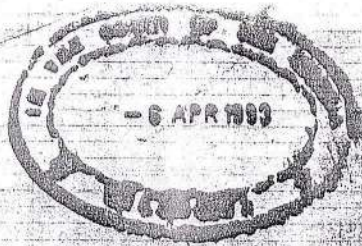


*Bombay Post Office
D. G. M. Math. Ray Sarker*

Page 6

shall have no claim, right, title or interest in and over the same and that the properties described in the Schedule 'C' below shall belong exclusively to the Second Party and the First Party shall have no claim, right, title or interest in and over the same.

It is also agreed and declared by the parties that since the date of this partition the



Bingyan
Ray
Dignity
Ray

the First Party shall be entitled to realise all the current and arrear rents from the tenants occupying different houses and holdings which have been allotted in his share by virtue of this partition and as described in Schedule 'B' below and he will also be liable for all the arrear and current rents and taxes for the properties allotted in his share and similarly the Second Party shall be entitled to realise all the current and arrear rents from the tenants occupying different houses and holdings which have been allotted in his share by virtue of this partition and as described in Schedule 'C' below and he will also be liable for the arrear and current rents and taxes for the properties allotted in his share. It is also further agreed by and between the parties that the rents which have been deposited by the tenants in the Office of the Rent Controller, Siliguri in the names of both the parties shall be withdrawn by the parties jointly and shall be divided between the parties in equal share after deducting necessary costs.

IT HAS BEEN FURTHER agreed by and between the parties that other properties save and except those mentioned in Schedule 'A' below and which are owned by the parties jointly shall remain the joint properties of the parties as before.

The parties have further agreed that both the parties shall remain liable and bound to bear in equal share



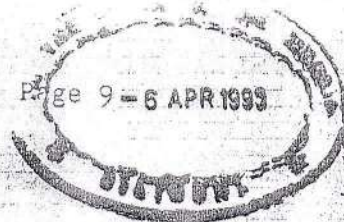
Birendra Nath
Ray
Digendra Nath
Ray

share all the costs and expenses of the pending cases and of other cases which may and/or likely to be brought by and/or brought against the parties in respect of their other joint properties.

The Second Party has agreed to vacate the house now in his occupation in Holding No. 209 of Ward No. XVIII in plot No. 7209 of Khatian No. 992 of Mouza Siliguri Town J.L.No. 110, Police Station Subdivision and Subregistry Office Siliguri, District Darjeeling within TWO YEARS from the date of this DEED OF PARTITION. During this period of TWO YEARS the Second Party shall be entitled to the benefits and advantages which he is enjoying at present for the beneficial use and occupation of the said house. The Second Party shall be entitled to remove the Electric Fittings and Service Connection No. 2721/RD/196 installed in the said house at the time of his vacating the said house. The Second Party shall leave the structures of the said house without making any damage or loss thereto.

SCHEDULE 'A'

- (a) All that piece or parcel of land measuring 0.650 acre with all structures thereon including the house in occupation of the Second Party recorded in plot No. 7209 under Khatian No. 992 of Mouza Siliguri Town, Police Station Subdivision and Subregistry office Siliguri, District Darjeeling



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B. S. S. R.
Dipendra Nath Dasgupta

Darjeeling. Holding No. 209 in Ward No. XVIII of Siliguri Municipality. Rent payable to the State of West Bengal for the said land is Rs 36.00 Rupees Thirty six only.

(b) All that piece or parcel of land measuring 0.648 acre with all structures thereon recorded in Plot No. 7216 under Khatian No. 991 of Mouza Siliguri Town J.L.No. 110 Police Station, Subdivision and Subregistry office Siliguri.

District Darjeeling. Holding Nos. 142, 143, 144 in Ward No. XVIII of Siliguri Municipality. Annual rent payable to the State of West Bengal for the land is Rs 50.00 Rupees Fifty only.

(c) All that piece or parcel of land measuring 0.272 acre together with all structures thereon recorded in plot No. 5601 under Khatian No. 1795/1 and 1795/2 of Mouza Siliguri town, Police Station, Subdivision and Subregistry Office Siliguri, District Darjeeling. Holding Nos. 201, 202, 192 and 193 in Ward No. XVIII of Siliguri Municipality.

Proportionate Annual rent payable for the land to the State of West Bengal is Rs 42.36 paisa Rupees Forty-two and paise -- thirty-six only.

(d) All that piece or parcel of land measuring 0.262 acre together with all structures thereon recorded in plot No. 50/8 under Khatian No. 1795 and 1795 of Mouza Siliguri Town J.L.No. 110, Police Station, Subdivision and Subregistry office Siliguri, District Darjeeling. Holding

Nos. 29 and 30 of Ward No. XIV

*Bina Juvah
By Sankar
Dignidra Nat Ray Sarkar*

Proportionate annual rent payable for the land to the State of West Bengal is Rs 42.36 paise Rupees Forty-two and paise thirty-six only.

(e) All that piece or parcel of land measuring .119 acre together with all structures thereon recorded in Plot no. 7065 under Khatian No. 350 of Mouza Siliguri Town Police Station, Subdivision and Subregistry office Siliguri District Darjeeling. Holding No. 275 in Ward No. XV of Siliguri Municipality. Annual rent payable to the State of West Bengal for the land is Rs 1.68 paise Rupee One and paise sixtyeight only.

(f) All that piece or parcel of land measuring 4 Kathas 9 Chhataks and 22 S.Ft or about .07 acre at No. 2 Suren Tagore Road on 14 Gariahat Road, Police Station Ballygunge, Sub-Registry office Sealdah in the town of Calcutta. Corporation Tax payable for the land is Rs 44.61p Rupees Fortyfour and paise sixty oneonly. per Quarter.

SCHEDULE 'B'

(Properties allotted to the First Party)

Value - Rs. 80,000.00

(a) ALL THAT piece or parcel of land measuring 0.650 acre with all structures thereon including the house in -- occupation of the Second Party recorded in Plot No. 7200

- 6 APR 1993



*Birendra Nath
Ray S. S. S. S.
Dipendra Nath Ray S. S. S. S.*

(seven two zero nine) under Khatian No. 992 (nine nine two) of Mouza Siliguri Town, Police Station, Subdivision and Subregistry office Siliguri District Darjeeling. Holding No. ²⁰⁹₁₈₉ in Ward No. XVIII of Siliguri Municipality. Rent payable to the State of West Bengal for the said land is Rs 36.00 Rupees Thirty-six only.

(b) ALL THAT piece or parcel of land measuring .119 (point one one nine) acre together with all structures recorded in Plot No. 7065 (seven zero six five) under Khatian No. 350 (three five zero) of Mouza Siliguri Town, Police Station, Subdivision and Subregistry office Siliguri, District Darjeeling. Holding No. ²⁷⁵₂₅₃ in Ward No. XV of Siliguri Municipality. Annual rent payable to the State of West Bengal for the land is Rs 1.68 paise Rupee One and paise sixty eight only.

(c) ALL THAT piece or parcel of land measuring 0.131 (zero point one three one) acre together with structures thereon recorded in Plot No. 5678 (five six seven eight) under Khatian No. ¹⁷³⁵₁ (one seven nine five by one) and ¹⁷⁹⁵₂ (one seven nine five by two) of Mouza Siliguri Town J.L.No. 110 (one one zero), Police Station, Subdivision and Subregistry Office Siliguri District Darjeeling. Holding No. ³⁰₂₉ of Ward No. XIX of Siliguri Municipality. The above land and houses have been shown in Red Colour in the plan annexed herewith and forming part of these presents. The proportionate annual

- 6 APR 1993

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annual rent payable to the State of West Bengal is Rs 21.18p Rupees Twenty one and paisa eighteen only and the said land and houses are bounded as follows :-

North : By other portion of the plot No. 5678 allotted to the Second Party and shown in Blue colour in the plan annexed herewith.

South : By Plot No. 5679

East : By plot No. 5676 and Plot No. 5680

West : By Road in Plot No. 5688

(d) ALL THAT piece or parcel of land measuring 0.136 (zero point one three six) acre together with all structures thereon recorded in Plat No. 5601 (five six zero one) under Khatian No. $\frac{1795}{1}$ (one seven nine five by one) and $\frac{1795}{2}$ (one seven nine five by two) of Mouza Siliguri Town, J.L.No.110 (one one zero), Police Station, Subdivision and Subregistry office Siliguri, District Darjeeling Holding Nos. $\frac{201}{182}$ and $\frac{202}{183}$ in Ward No. XVIII of Siliguri Municipality..

Proportionate Annual rent payable for the said land to the State of West Bengal is Rs 21.18 paise (Rupees twentyone and paisa eighteen only). The said land and houses have been shown in Red Colour in the plan annexed herewith and forming part of these presents. The said land and houses are bounded as follows :-

North : By Road in plot No. 5604

South : By plot No. 5600 ;



*Biraj Mohan
Dey
Dey Mohan Ray, Laska*

East : By Road in Plot No. 5088

West : By the other portion of the Plot No. 5601 allotted to the Second Party and shown in Blue Colour in the plan annexed herewith.

SCHEDULE 'C'

(Properties allotted to the Second Party)

Value : Rs. 80,000.00

(a) ALL THAT piece or parcel of land measuring 0.648 (zero point six four eight) acre with all structures thereon recorded in Plot No. 7216 (seven two one six) under Khatian No. 991 (nine nine one) of Mouza Siliguri town, J.L. No. 110 (one one zero), Police Station, Subdivision and Subregistry office Siliguri, District Darjeeling. Holding Nos. $\frac{142}{127}$, $\frac{143}{128}$, $\frac{144}{129}$ Inward No. XVIII of Siliguri Municipality. Annual rent payable to the State of West Bengal for the land is Rs 50.00 Rupees fifty only.

(b) ALL THAT piece or parcel of land measuring 4 (four) Kathas 9 (nine) Chhataks and 22 (two-two) Sq. ft or about .07 (point zero seven) acre at No. 2 Suren Tagore Road (Old No. 14 Carlahat Road), Police Station Ballygunge, Sub-Registry Office Sealdah in the town of Calcutta Corporation. Tax payable for the land is Rs 44.51p Rupees fortyfour and paba sixtyone only per Quarter.



Binoy Malli
P. J. Sarker
Dipmola Malli
P. J. Sarker

(c)

ALL THAT piece or parcel of land measuring

0.131 (zero point one three one) acre together with structures thereon recorded in Plot No. 5678 (five six seven eight) under Khatian No. 1795 (one seven nine five by one) and 1795 (one seven nine five by two) of Mouza Siliguri Town J.L.No.110 (one one zero) Police Station, Subdivision and Sub registry office Siliguri District Darjeeling. Holding No. 29 of Ward No. XIX of Siliguri Municipality. The above

land and houses have been shown in Blue Colour in the plan annexed herewith and forming part of these presents. The proportionate annual rent payable to the State of West Bengal is Rs 21.18p Rupees twenty one and paise eighteen only and the said land and houses are bounded as follows :-

North : By Road in Plot No. 5604

South : By the other portion of plot No. 5678 allotted to the First Party and shown in Red Colour in the plan annexed herewith.

East : By plot No. 5676

West : By Road in plot No. 5688

(d) ALL THAT piece or parcel of land measuring 0.136 (zero point one three six) acre together with all structures thereon recorded in Plot No. 5601 (five six zero one) under Khatian No. 1795 (one seven nine five by one) and 1795 (one seven nine five by two) of Mouza Siliguri Town J.L.No.110 (one one zero), Police Station, Subdivision and



B. M. D.
Ray Sarkar
Diganta Nath
Ray Sarkar

and Subregistry office Siliguri, District Darjeeling. Holding Nos. 192 and 193 in Ward No. XVIII of Siliguri Municipality. 174 175 Proportionate Annual rent payable for the said land to the State of West Bengal is Rs 21.18paise (Rupees twenty one and paise eighteen only). The said land and houses have been shown in Blue Colour in the plan annexed herewith and forming part of these presents. The said land houses are bounded as follows :-

- North : By road in plot No. 5604
- South : By plot No. 5600 and Plot 5599
- East : By other portion of plot no. 5601 allotted to the First Party and shown in Red colour in the plan annexed herewith.
- West : By Road in plot No. 5590.

For the purpose of Stamp Duty the value of the separated properties has been fixed at Rs 80,000.00 Rupees Eighty thousand only and stamp duty has been paid accordingly.

IN WITNESS WHEREOF the parties abovenamed do hereby set their hands on the day, month and year first above written.

Witnesses:

1. Dilip Kumar Ray Sarkar
Siliguri
2. Anulaya a. Ghose
Siliguri
3. Haaren Ray Sarkar
Siliguri

Prepared in the office of Sri S.R. Sarkar, Advocate, Siliguri and typed by me

Ajit Kumar Sarkar
Siliguri.

Explanation: At page 15 in line 10 the words "figura 5600 and words and Plot" have been scroed through"

D. M. Ray Sarkar
B. M. D.

- 8 APR 1993



MALDA - SILIGURSI SHEET - NO 5, T.L. NO - 110, R.S. - SILIGURSI

PATANNA - BALKUNTHA PUR, DIST. DARJEELING. Scale 1/4" = 1 Mile

PLOT NO 5601 Area 262 Acres and Plot No 5678 Area 277 Acres

PARTITION BETWEEN BIRENDRA NATH ROY SARKER and DISENDRA NATH ROY SARKER

KALAN NO 795, 1795/2

OF Babu Patna - Siliguri

A. LAND OF BIRENDRA NATH ROY SARKER. SHOWN IN RED COLOUR.

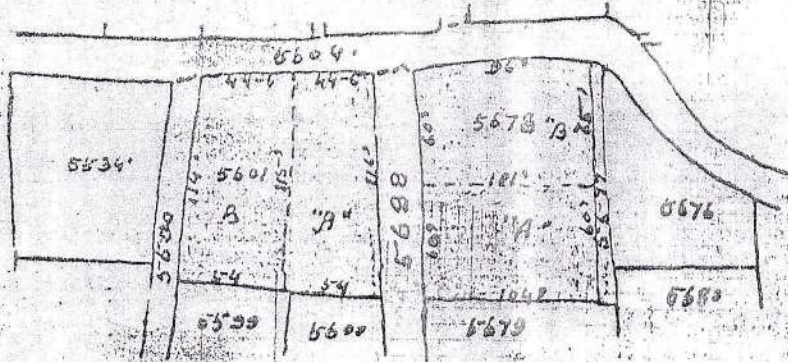
Plot Area Katha
5601 - 131 - 8 - LAND only

5678 - 136 - 8 - B. & 4 chatak

B. LAND OF DISENDRA NATH ROY SARKER. SHOWN IN BLUE COLOUR.

5601 - 131 - 8 - LAND only

5678 - 136 - 8 - 4 chatak



SIGNATURE

Handwritten signature

MAP DRAWN and Prepared
By
J. N. S. M.
R.T.D. Surveyor
Siliguri