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Late Satyendra Nath Roy resident of 229, Upen Banerjee
Road, Behala, P.S. Behala, Calcutta - 60, by caste Hindu
by Profession Pencioner, hereinafter called the Partitioner
of the SECOND PART (which expression shall unless excluded by
or repugnant to the context shall include his heirs,
administrators, representatives and assigns) A.N.D. (3)
SHRI SHOME NATH ROX son of Late Satyendra Nath Roy resident
of 229, Upen Banerjee Road, Behala, P.S. Behala, Calcutta - 60,
by caste Hindu, by profession service hereinafter called

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56939 Bay, Advocate
Alipore Judges Court, Calcutta Licence Samp Vendor City Civil Court, Cal, 1 4 MAR 1989 11.55 1000 . 15 Aller See The

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WHEREAS One Debabrata Bose son of Dr. Parimal

Bose residing at 28, Ripon Street, Calcutta was seized and

possessed of or otherwise well and sufficiently entitled to

all that piece or parcel of Mourashi Makarari land now

Rayati land measuring 1 Bigha 3 cottahs and 10 Chittacks

be the same a little more or less situated in Mouza Behala

called as Nashkarpur under Police Station Behala, Sub-Registry

Office Behala, Pargana Balia, Touzi No.346, J.L.No.2 R.S.

No.83 withinthe limits of the then South Suburban Municipality

now Calcutta Municipal Corporation, Behala Unit appertaining

to R.S.Deg No.91 in R.S.Khatian no. 138.

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14-11-1524, 34-1<u>2</u>5

AND WHEREAS the said Debabrata Bose purchased the said property in the Benami of Sri Profulla Kumar Chatterjee in Title Execution case No. 20 of 1946 in the Court of the 3rd. Sub-judge, Alipore in which execution case Durlay Chandra Das was the Decree-holder and Gobinda Koley and others were Judgement-debtors.

AND WHEREAS the said Debabrata Bose duly took khas possession of the said property mentioned above had since been in exclusive possession of the property and enjoying the right, title and interest of the same without any interruption and eviction.

AND WHEREAS for legal necessities the said Debabrota

Bose sold and conveyed the Rayati Bastu land measuring 1 Bigha

3 cottans and 10 Chittaks be the same a little more or less
in Mousa Behala called as Naskarpur appertaining to R. S. Dag

No.91 in R. S. Khatian no. 138 in favour of Smt. Santilata Roy,
mother of the partitioners by an English Deed of conveyance

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 dated the 12th. day of March, 1952 which was registered in the office of the Sub-Registrar of Alipore and entered in Book No.I Volume No. 35 Pages 65 to 69 and recorded as Being No. 1568 for the year 1952.

AND WHEREAS in the manner aforesaid the said Smt.

Santilata Roy became the absolute owner of the said property
and thereafter constructed partly pucca and partly tiled
structures on the said Bastu land for accommodation of her
family and enjoying the right, title and interest of the same.

AND WHEREAS after revisional Settlement operation the said Smt. Santilata Roy mutated her name in the office of the Collector of 24 Parganas and in the office of the then South Suburban Municipality paying usual rent and taxes.

AND WHEREAS the said Smt. Santilata Roy died intestate on 6.2.71 leaving behind her three sons namely Sarbasree Kashi Nath Roy, Sankar Nath Roy and Shome nath Roy - the Partitioners

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 and three gaughters namely Smt. Laxmi Sen, Smt. Chitra Das Gupta and Smt. Sipra Roy as legal heirs and representatives according to Hindu Succession Act. In the manner aforesaid the three partitioners and their three sisters were the absolute owners of the property cited above and enjoying the right, title and interest of the same without any eviction and interruption in ejmali possession and mutated their names jointly in the Municipal Corporation of Calcutta and in the office of the Collector of South 24 Parganas paying usual taxes and rent.

AND WHEREAS by virtue of the deed of gift the partitioners acquired the 1/6th. undivided shares in the said property of their sisters and have thus become the joint absolute owners of Rayati Bastu land measuring more or less 1 Bigha 3 cottahs 10 Chittaks in Mouza Behala called as Naskarpur under P.S. and S.R.Office Behala appertaining to R.S.Dag no. 91 in R.S.Khatian



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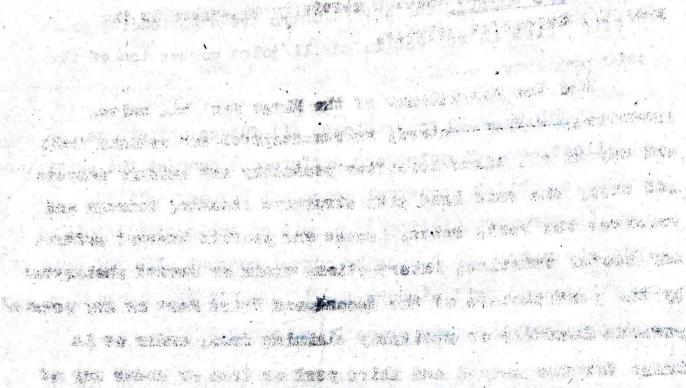
Khatian No. 138 within the limits of Calcutta Municipal Corporation, Behala unit being Holding No. 229, Upon Banerjee Road in Ward No. 132.

AND WHEREAS the partitioners are experiencing great difficulties in respect to ejmali/joint possession of the said property.

AND WHEREAS to eradicate all future objections, complications, disputes and differences amongst the partitioners and to establish parpetual peace and harmony, all the partitioners are willing to partition their ejmali/joint property metes and bounds by mutual consent with the help of relatives and well wishers for mutual benefit and better enjoyment of the said property smoothly.

NOW THIS INDENTURE WITNESSETH the pursuance of the said mutual consent and to affectuate the said desire of all the three parties of these presents, the partitioners of the first, second and third parts mutually agreed to divide their joint/ejmali property mentioned in the schedules hereunder written on the following terms and conditions :-

allotted to enjoy the right, title and interest of Bastu land measuring more or less 4306 square feet equivalent to 5 cottans 12 chittacks and 11 square feet out of 1 Bigha 3 Cottans and 10 Chittacks in Mouza Behala called as Naskarpara under P.S. and S.R.Office Behala in the District of South 24 Parganas appertaining to R.S.Dag No.91 in Khatian no. 138 within the jurisdiction of the Calcutta Municipal Corporation being



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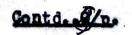
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Holding No. 229, Upen Banerjee Road in Ward No. 132, as fully described in the map or plan annexed herewith and therein coloured "RED" and marked as Plot No. "A" with structures standing thereon morefully described in the Schedule hereunder written.

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And the Partitioner of the First Part his heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said land with structure standing thereon and receives the rent, rates, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever by the partitioners of the Second and Third Part or any person/persons lawfully or equitably claiming from, under or in trust for the second and third part or from or under any of its predecessors—in—title together with the previleges, liberties, easements, appendages and appurtenances whatsoever to the said plot of Bastu land with structures standing thereon.

Nath Roy is allotted to enjoy the right, title and interest of Bastu land measuring 5 cottans 12 chittacks and 11 square feet be the same a little more or less out of 1 Bigha 3 cottans and 10 chittacks in Mouza Behala called as Naskarpara under P.S. and S.R.Office Behala in the District of South 24 Parganas appertaining to R.S.Dag no. 91 in Khatian no. 138 within the jurisdiction of the Calcutta Municipal Corporation being Holding No. 229 in Ward No. 132 as fully delineated in the map or plan annexed herewith and therein coloured "YELLOW" and marked as plot no. "B" with two storied pucca building standing thereon more fully described in the Schedule hereunder written.





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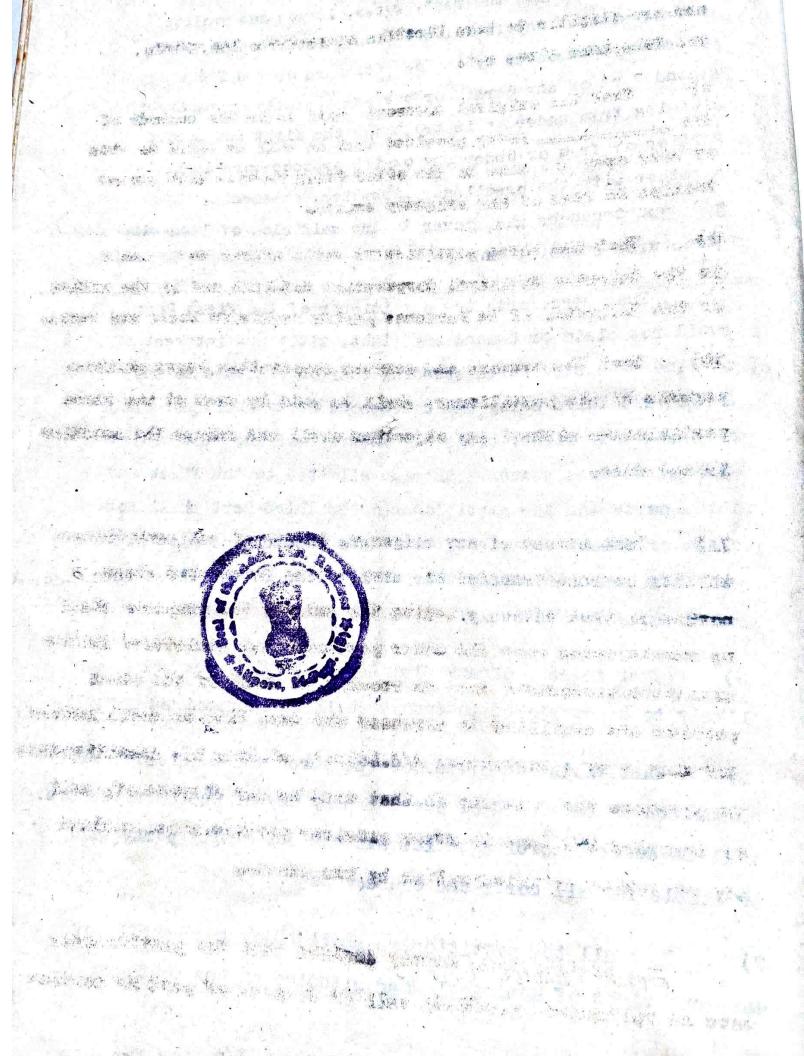
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thereon and receive the rent, rates, issues and profits thereof without any lawful eviction, interruption, claim, or demand whatsoever by the partitioners of the First and Second Part or any person or persons lawfully or equitably claiming from under or in trust for the first and Second Parties or from or under any of its predecessors-in-title together with the previleges liberties, easements, appendages and appurtenances whatsoever to the said plot of land with structures standing thereon.

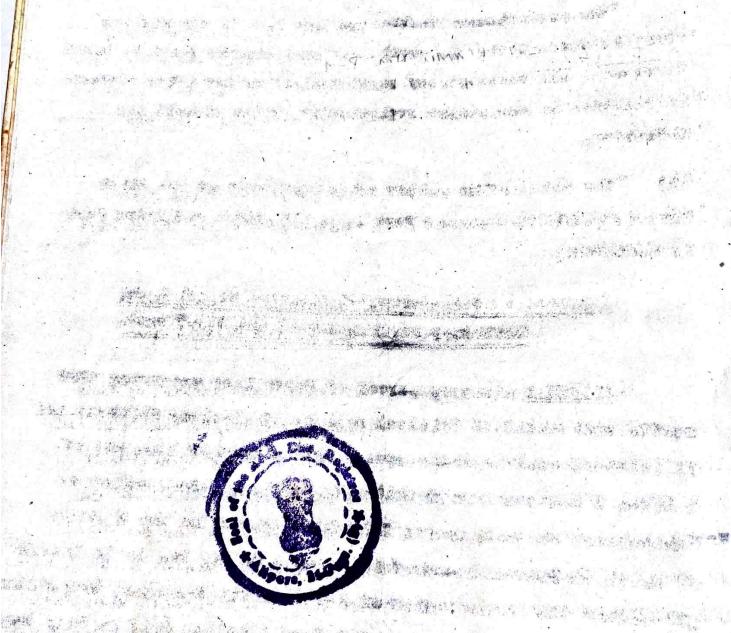
- shall not claim or demand any right, title and interest of plot of land with structures standing thereon allotted to the Second and Third party and the Second Party shall not claim or demand any right, title and interest of the plot of land with structures standing thereon allotted to the first and Third party and the partitioner of the Third Part shall not claim or demand any right, title and interest of plot of land with structures standing thereon allotted to the First and with structures standing thereon allotted to the First and Second Party respectively.
- 5) That in case of any dispute and differences which may likely to be developed in future shall be compromised mutually.
- described in this deed of partition by any of the partitioners, will be dealt according to law and the defaulting party will be liable for all costs and consequences.
- 7) That all the partitioners shall enjoy the benefit of easement right of Municipal Road situated on the Southern



and are eligible to take Electric connection, Tap water, Gas Telephone lines etc.

- the First party provided that he will be bound to show or hand over the same to the other Party/Parties with proper Receipt in case of any exigency arises.
- 9) That the three partitioners shall mutate their names in the Calcutta Municipal Corporation S.S. Unit and in the office of the Collector of 24 Parganas paying requisite taxes and rents.
- 10) That the arrears and current corporation taxes whatever payable by the partitioners shall be paid by each of the three partitioners without any objection until and unless the mutation is not done.
- 11) That incase of any exigency, if any of the partitioners willing to sale/transfer his divided and demarcated share, a notice to that effect alleging the sale of the property shall be communicated upon the other parties under registered letter with acknowledgement due, on receipt of which if the other parties are unwilling to purchase the same then he shall inform the Seller by a registered A/d.Letter, stating his unwillingness to purchase the same and in that case he may dispose of, sell or transfer the same to other outsider party/parties without any objection or interruption by the others.

The partitioners hereby declare that the partitioners have no mortgaged, pledged, sell or dispose of part or portion



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of their property to anybody and the entire property is free from all encumbrances.

The partitioners further declare that if any mistake/
error is found in the document, the partitioners shall be bound
to execute and register any supplementary or any other document
in question in the proper registration office without any
objection.

12) The value of the share of the property of the First Part is & 50,000/- Second Part is & 1,00,000/- and Third Part is & 50.000/-

Schedule of Property "A" allotted to Sri Kashi Nath Roy, Partitioner of the First Part.

sq.ft. equivalent to 5 (five) cottans 12 (twelve) Chittaks and

11 (eleven) sq.ft. be the same a little more or less out of

1 Bighs 3 Cottans and 10 Chittacks in Mouza Behalacalled as

Nashkarpara under P.S. and S.R.Office Behala in the District

of South 24 Parganas appertaining to R.S. Dag No. 91 in Khatian No.

138 within the jurisdiction of the Calcutta Municipal Corporation

S. S. Unit being holding No. 229 Upen Banerjee Road in Ward No.

as delineated in the plan annexed herewith and therein coloured

RED and marked as Plot No. "A" with structures, fittings and
fixtures standing thereon together with easement right, butted and
bounded as follows:

On the North :- Banamali Nashkar Road ;

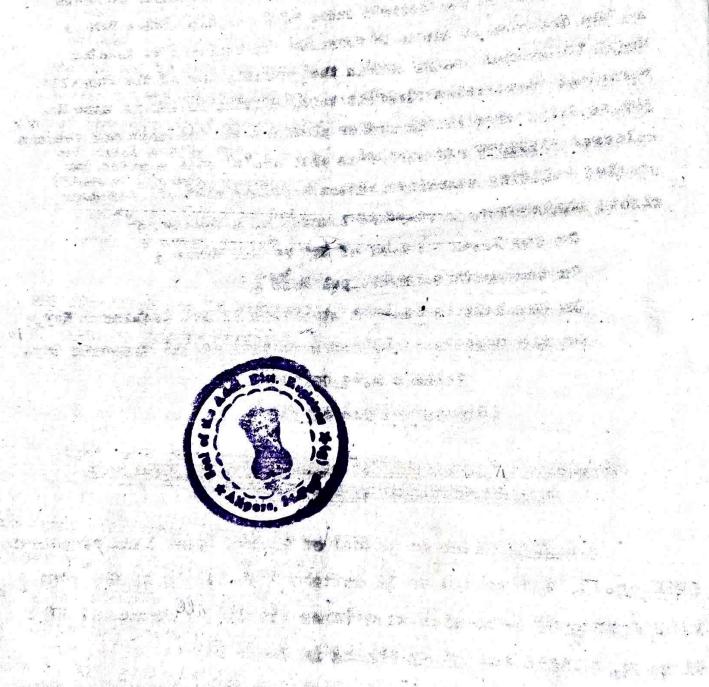
On the South :- Municipal Road ;

On the East :- Banamali Nashkar Road &

On the West :- Land of Sri Paresh Manna & Building of Shri Shankar Nath Roy.

Valued - k.50,000/- (Rupees fifty thousand) only.

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Schedule of property "B" allotted to Sri Shankar Nath

cottahs 12 chittacks and 11 square feet be the same a little more or less out of 1 Bigha 3 cottah and 10 Chittacks in Mouza Behala called as Nashkarpara under P.S. and S.R.Office Behala in the District of South 24 Parganas appertaining to R.S.Dag No.91 in Khatian no.135 within the jurisdiction of the Calcutta Municipal Corporation S.S.Unit being Heiding House for the Ward No. 132 as delineated in the map or plan annexed herewith and therein coloured "YELLOW" and marked as plot no. 18 with a pueca two storied building standing thereon together with all easement rights whatsoever, butted and bounded as a follows to

State !

On the North :- Land of Sri Paresh Manna;
On the South :- Municipal Road;
On the East :- Land & structure of Sri Kashinath Roy;
On the West :- Land and structure of Sri Somenath Roy.

Value - &. 1,00,000/(Rupees one lac only).

Schedule of property "C" allotted to Sri Some Nath Roy. Partitioner of the Third Part.

ALL THAT piece or parcel of Rayati Bastu land measuring 8235 sq.ft. equivalent to 11 cottans 7 chittacks be the same a little more or less with structures standing thereon out of 1 Bigha 3 cottans and 10 chittacks in Mousa Behala called as Nashkarpara under Police Station and Sub-Registry Office Behala in the District of South 24 Parganas appertaining to R.S.Dag No. 91 (ninetyone) in R.S.Khatian no. 138 (one hundred thirty eight) within the jurisdiction of the Calcutta Municipal Corporation Furnamy 229 Deen Banerjee Road in Ward No. 132 as



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THIS THE

TH. DAY OF MARCH, 1989.

THIS INDENTURE OF PARTITION MADE AMONGST

- (1) SRI KASHI NATH POY FIRST PART
- (2) SRI SHANKAR NATH BOY SECOND PAR
- (3) SRI SHOME NATH FOY THIRD PAR

Typed by -

Advocate.

Typed by -S.K.Mondel, Alipore Judges' Court at Alipore Alipore. And that the partitioner of the Second Part his heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said plot with structures standing thereon and receive the rent, rates issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever by the partitioners of the First and Third part or any person or persons lawfully or equitably claiming from under or trust for the first and third part or from or under any of its predecessors—in—title together with the previleges, liberties, easements, appendages and appurtenances whatsoever to the said plot of land with pucca structures standing thereon.

3) That the partitioner of the Third part Sri Somenath Roy is allotted to enjoy the right, title and interest of 8235 sq. ft. equivalent to 11 cottahs, 7 chittacks Bastu Rayati land with structures standing thereon be the same a little more or less out of 1 Bigha 3 cottahs and 10 chittacks in mouza Behala called as Nashkarpara under Police Station and Sub - Registry office Behala in the district of South 24 Parganas appertaining to R. S. Dag No. 91 in R. S. Khatian no. 138 within the jurisdiction of the Calcutta Municipal Corporation, S. S. Unit being Holding No. 229 Upen Banerjee Road, in Ward no. 132 as fully delineated in the map or plan annexed herewith and therein coloured "GREEN" and marked as plot no. "C" morefully described in the schedule hereunder written.

And the partitioner of the Third Part Sri Some Nath Roy his heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said plot with structures standing