



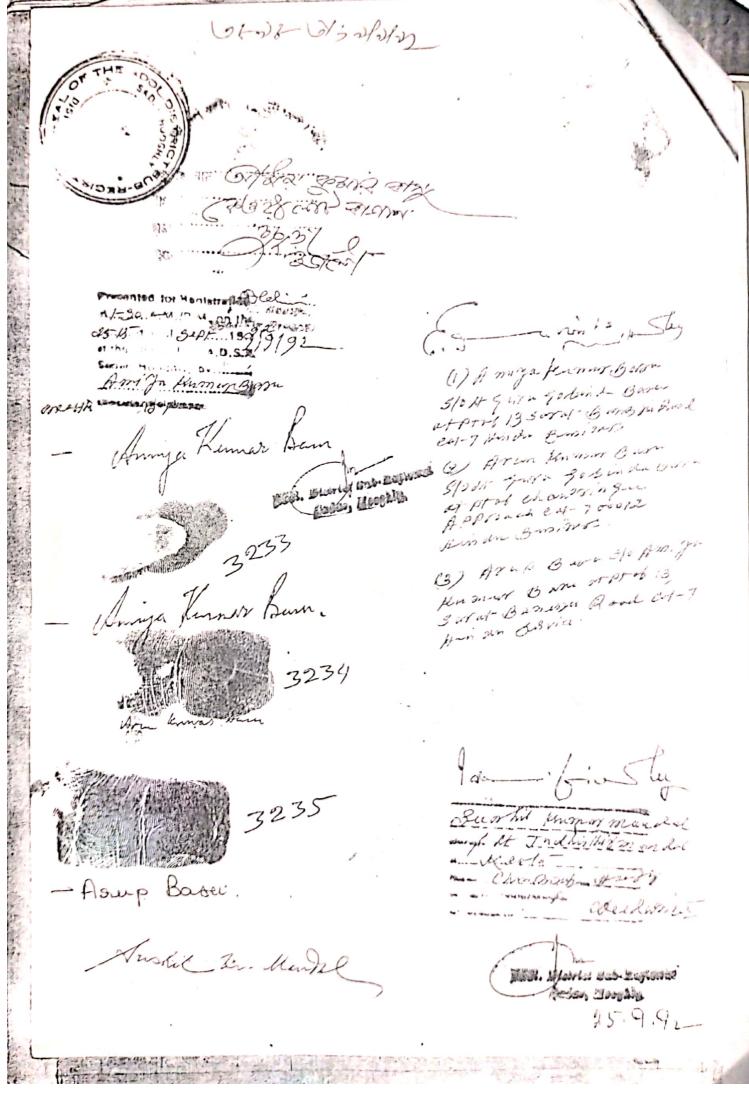
## PARTITION DEED

SRI AMIYA KUMAR BASU son of Late Guru Gobinda FIRST PARTY Basu, by Caste Hindu, by profession
Business, of Keota Let Bagan, P.S. Chinsuran,
Dist. Hooghly at present residing at 13, Sarat
Banerjee Road, Calcutta-2

SRI ARUN KUMAR BASU son of Late Curu Cobinda SECOND PARTY : Basu, by Caste Hindu, by profession Business, of Keota Lat Bagan, P.S. Chinsurah, District Hooghly, at present residing at 3, Chouringhee Approach, Calcutta 700 072.

SET ARUP BASU son of Sri Amiye Kumar Basu, by Caste Hindu, by profession Engineer, of Keota Lat Bagan, P.S. Chinsurah, Dist. Hooghly at present residing at 13, Sarat Banerjee Road, THIRD PARTY

THIS DEED OF PARTITION is made this the . 25. W. day of September, 1992 Between the abovenamed parties :-





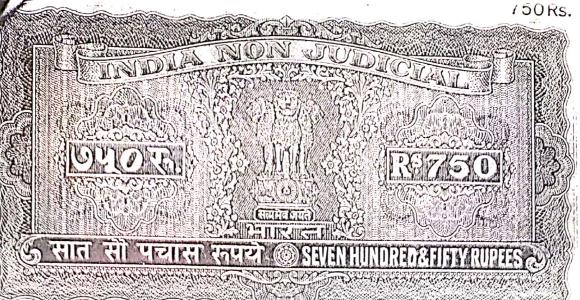
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WHEREAS the properties described in the Schedule 'A' hereunder are the joint properties of the parties to this deed. AND WHMREAS out of the properties described in the Schedule 'A' hereunder,  $A_{i}^{(s)}$ Settlement Dag No. 1192/1878 belonged to Sudhangsu Kumar Munsi who transferred the same to M/S. G. basu & Co. by an indenture dated 26.1.1949 registered in Book No.1, Volume No.24, Pages 248 to 260, Being No.1548 for the year 1949 of the office of the Registration Office at Registrar of Assurance, Calcutta AND WHIREAS out of the 'A' Schedule property R.S. Dag No.1192/1264 was purchased by M/S. G. Basu & Co. from Prior, Bandel Church by a registered indenture dated 31.1.1959 entered in Book No.1, Volume No.5, Pages ·183 to 188, Being No. 574 for the year 1959 of the registration office at Hooghly District Suh Registram AND WHEREAS both the aforesaid two plots i.e. Plot Nos. (1192/1878) and (192/1264 Were sold by M/S. G. basu & Co. to Amiya Kumar Basu, the First Party and Sri Arun Kumar Basu, the Second Party by a registered sale Deed dated 19.10.1963 entered in Book No.1, Volume No.185, Pages 119 to 124, Being No.6523 for the year 1963 of the office of Registrer

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of Assurance, Calcutta AND WHERMAS the Second Party this day transferred undivided half share of the two storied building standing on Dag No. 1192/1878 (Hal 2545) of R.S. Khatian No. 471 (Hal 418) and the land underneath with a part of land appurtenant along with undivided half share of the Common area and facilities of the building to the third party with the consent and knowledge of the First Party by a registered saleDeed. AND WHEREAS in the eforesaid manner the first party is entitled to undivided half share of and in Sattlement Dag Nos. 1192/1878 and 1192/1264 and the Second Party having transferred all his interest in the two storied building and the land referred to above is entitled to hair share in the property described in the Schedule 'A' melow less the undivided half share of the two storied building and land undermeath on R.S. Dag No.1192/1878 (Hel 2545) and .1192/1264 and the Third Party is entitled to half share in the two storied building and the land undermeath and a part of land appurtament on R.S. Dag No. 1192/1878 (Hal 2545) AND WHER AS for the purpose of partition and/or



division of the said properties into separate lots in accordance with respective shares of the parties as aforesaid and for more convenient and exclusive possession and better use, occupation and enjoyment of the divided portions, the said First Party Amiya Kumar Basu, Second Party Arun Kumar Basu and Third party the said Sri Arun Basu mutually agreed and decided to have the said properties partitioned by metes and bounds in the manner hereinafter appearing viz. that the said Amiya Kumar Basu shall accept the properties set out in the First schedule and the said Arun Kumar Basu shall accent the properties set out in the second schedule hereto and the said Arup Basu shall accept the properties set out in the Third Schedule hereto as their exclusive properties AND WHEREAS the said properties were valued by a competent Engineer AND WHEREAS on the basks of the report of the said Engineer/Surveyor the values of the properties in the Schedules hereunder have been fixed at 8.1,95,000/. #s.75,000/L and #s.1,20,000/L respectively AND WHIREAS in the aforesaid manner, the total valuation of all the joint properties as mentioned in Schedule 'A' hereunder comes to %,3,90,000/...

NOW THIS INDENTURE WITNESSETE as follows :-

That in pursuance of the said agreement and in consideration of

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the absolute ownership acquired by the parties in respect of the allotments hereunder made under and by virtue of mutual transfers and releases hereunder effected, the said Arun Kumar Basu and the said Arun Basu hereby and hereunder grant, convey, transfer, assure, assign, confirm and release unto the said Sri Amiya Kumar Basu ALL THAT the properties set forth in the First Schedule hereto together with all areas, sewers, drains, water, water courses, lights, liberties, easements, appendages and appurtenances whatsoever so as to constitute the said Sri Amiya Kumar Basu, the sole and absolute owner of the properties comprised in the said First Schedule freed and discharged from all rights in common and all claims, demands, whatsoever of the other parties concerning the same and TO HAVE AND TO HOLD the same absolutely and for ever in fee simple in against the said Sri Arun Kumar Basu and Sri Arun Basu.

That in pursuance of the said agreement and in consideration 2. of the absolute ownership acquired by the parties in respect of the allotments hereunder made by virtue of the mutual transfers and release herounder contained, the said Sri Amiya Kumar Basu and Sri Arup Basu do hereby and hereunder grant, convey, transfer. assure, assign, confirm and release unto the said Sri Arun Kumar Basu ALL THAT the properties set forth in the second Schedule hereto annexed together with all areas, sewers, drains, water water courses, lights, liberties, easements, appendages and appurtenances whatsoever to so as to constitute the said Sri Arun Kumar Base the sole and absolute owner of the properties comprises in the Second Schedule hereto freed and discharged from all rights in common and all claims and demands whatscover of the other parties concerning the same TO HAVE AND TO HOLD the same absolutely and for ever in fee simple in against the said Sri Amiya Kumar Basi and Sri Arup Basu.

That in pursuance of the said agreement and in conside-3: ration of the absolute ownership acquired by the parties in respect of the allotments hereunder made by virtue of the mutual transfers and release hereunder contained, the said Sri Amiya Kumar Basu and Sri Arun Kumar Basu, do hereby and hereunder grant, convey, transfer, assure assign, confirm and release unto the said SRI ARUP BASU all that the properties set forth in the THIRD SCHEDUIE hereto annexed together with all areas, sewers, drains, water, water courses, lights, liberties, easements, appendages and appurtenances whatsoever to so as to constitute the said SHI ARUP BASU the sole and absolute owner of the properties comprises in the THIRD SCHEDUIR here to freed and discharges of the other parties concerning the same TO HAVE AND TO HOLD the same absolutely and forever in fee simple in against the said Sri Amiya Kumar Basu and Sri Arun Kumar Basu.

AND this indenture furthermore witnesseth as follows:

- and possession of all the documents of title as also the original of this deed and will at the request and costs of either Sri Arun Kumar Basu and Sri Arup Basu, their heirs, successors or assigns produce or cause to be produced all or any of them for inspection or as evidence or otherwise as may be required by him or them and unless prevented by fire or any other inevitable accident keep them safe, unobliterated and uncancelled.
- b) That the properties set forth in the First, Second and Third schedules hereto annexec are free from all encumbrances.
- c) That no party shall be entitled to any easements or quasi-easements over the allotments made to the other parties which are all hereby extinguished save and except the 16'-0" wide Common Passage as shown in the map annexed hereto. The parties, their successors or assigns will have the free access over this

common passage with right to lay out water pipes, cable, telephone line and fourthly to maintain the passage till handing over to Municipality. The stair leading to the first floor of the two storied building and the Septi tank will remain common between First and third Parties.

- That parties shall enter upon their respective allotments and hold, possess and enjoy the same in severalty absolutely against each other without any claim demand or interruption whatsoever,
- That each party shall, at the request and costs of the other parties, do execute and perform or cause to be done, execute and performed all and every such acts, deeds and things or writings whatsoever as may be required for further better and more perfectly assuring the allotments hereunder made of for rectification of any error or omission.
- That the parties are entitled to record their names in Settlement and Municipal records relating to their respective allotments.
- That the allotment of Sri Amiya Kumar Basu is bordered by red colour, that of Sri Arun Kumar Basu is bordered by blue colour and that of Sri Arup Basu is bordered by green colour and the 16'-0" Wide Common Passage is bordered in yellow colour in the mans annexed hereto.
- That the maps attached hereto will be treated as part and parcel of this deed.
- That the parties have accepted this partition as fair, final, 1) conclusive and binding on them. AND this partition shall not be reopened nor challenged under any circumstances by reason of any error or omission whatsoever, but the parties shalle xecute and register such further deed or deeds or writings as may be necessary ...8

to rectify the error or errors or implement the omission or omissions.

j) That all the terms and conditions herein contained will remain valid and binding upon the parties hereto including their heirs, executors, legal representatives and assigns.

## SCHEDULE 'A' (All ejmali property)

District and Sub-Registration Hooghly, P.S. Chinsurah, Mouza Balagarh, J.L. No. 8:

R.S. Khatian No. R.S. Dag No. Class of land Area

471
(Hal 418
Non-Agri.)

R.S. Dag No. Class of land Area
Viti at present Bastu 0.526 acres.

162/1 1192/1264 Danga 0.376 Acres (Hal 182/1) (Hal 2548)

Municipal Holding No. 494/828, Mohalla Balagarh, Ward No.3 of the Hooghly-Chinsurah Municipality. Rent payable for Khatian No. 471 %.33.36 P., for Khatian No. 162/1, M. 1.60 P. The rent is payable annually to the office of the E.L. & L.R.O., Hooghly. Status of the tenancy is Dakhalkar. The entire properties is bordered by red, blue, green and yellow and marked by letters A, B, C, and 16'-0" wide hoad in the plans attached hereto which is treated to be part and parcel of this deed. Municipal tax bayable per quarter M.84.37 P. Value M.3,90,000/...

## FIRST SCHEDULE

(Exclusively and absolutely alloted to the First Party Sri Amiya Kumar Basu in sixteen annas shere).

District and Sub\_Pegistration Office Hooghly, P.S.Chinsurah, Mouza Balagarh, J.L. No.8:

R. S. Kh. No. R.S. Dag No. Class of land A r e a.

471 (Hal 1192/1878 Viti at 418 (Hal 2545) present Bastu.

.204 Acres which includes the half shace of the covered area alongwith the entire ground floor of the two storied buildig with common areas and facilities to the building with the third party alongwith the right to use the 16'-0" Wide Common Passage jointly with the Second Party Arun Kumar Basu and the third Party Arup Easu and .024 acres to the extent of undivided 1/3rd share in 16'-0" wide Road.

162/1 1192/1264 Danga (Hal 182/1 (Hal 2548) Agri.) .188 acres.

Municipal Holding No. 494/828, Mohalla Balagarh, Ward No.3 of the Hooghly-Chinsurah Municipality. Rent payable for Khatian No. 471 Rs. 33.36 P and for Khatian No. 162/1 Rs. 1.60 P. Out of the aforesaid total james, proportionate annual rent is payable to the Office of the B.L. & L.R.O. Hooghly. Status of the tenancy is Dakhalkar. The proprty is bordered by red colour and marked by letter 'A' in the mans (Plate I and Place II) annexed with this deed. The common passage is bordered by yellow colour in the said Map (Plate I) Proportionate Municipal tax is payagle per quarter out of the total tax Rs. 84.37 P. Value Rs. 1,95,000/-.

SECOND SCHEDUTE

(Exclusively and absolutely alloted to the Second Party Arun Kumar basu in sixteen annas share).

District and Suv-Registration Office Hooghly, P.S. Chinsuran, Mouza balagarh, J.L. No. 8:

R.S.Kh.No. R.S.Dag No. Class of land. A r e a.

471 (Hal 1192/1878 Viti at 418 Non- (Hal-2545) present bastu Agri.)

.208 with one room standing thoreon and .024 Acres to the extent of undivided 1/3rd share in 164-0" wide hond

162/1 1192/1264 Danga. (Hal-182/1) (Hal-2548)

.186 Acres. With the right to use the

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16'-0" Wide Common Passage
jointly with the First party
Amlya Kumar Basu and the Third
Arup Basu.

Municipal Holding No.494/828, Mohalla Balagarh, Ward Wo.3 of the Hooghly-Chinsurah Municipality. Rent payable for Khatian No.471. Response of the aforesaid total jamas, proportionate annual rent payable to the office of the B.L. & L.R.O. Hooghly. Status of the tenancy is Dakhalkar. The property is bordered by blue colour and marked by letter 'B' in the map (Place I) annexed with this deed. The common passage is bordered by yellow colour in the said map (Place I). Proportionalte Municipal tax is payable per quarter out of the total gax N.34.37 P. Value N.75,000/...

## THIRD SCHEDULE

(Exclusively and absolutely alloted to the Third Party Sri Arup Basu in sixteen annas share).

District and Sub\_Registration Office Hooghly, r.S. Chinsurah, Moana balagarh, J.L. No.8:

R.S. Kh. No. R.S. Dag No. Class of Land, A r e a.

471 (Hal 1192/1878 Viti at 418 Non: (Hal 2545) present Bastu.

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the half share of the covered area alongwith the entire first floor of the entire first floor of the two storied building with common area and facilities to the building with the First Party a longwith the right to use the 16'0" Wide Common Passage Jointly with the Second Party Arun Kumar Basu and the First Party Amiya human are sau and 1024 heres to the extent of undivided 1/31d share in 16'-0" Wide Road.

Municipal Holding No. 494/828, Monalla balagarh, Ward No.3 of the Hooghly-Chinsurah Municipality. Rent payable for Khatian No. 471 - 8:33:36 Paise Out of the aforesaid total jama, proportionate annual rent is payable to the office of the B.L. & L.R.O. Hooghly. Status

of the tenancy is Dakhalkar. The property is bordered by green colour and marked by letter 'C' in the maps (Plate I and Plate II) annexed with this deed. The common passage is bordered by yellow colour in the map (Plate I) Proportionate Municipal Tax is payable per quarter out of the total tax R.84.37 P. Value R.1, 20,000/-.

IN WITHESS WHEREOF we, the parties hereto have put our respective hands and seals on the day, month and the year mentioned at the outset.

Signed, Sealed and Delivered in the presence of:

1. Subie Kumar Munshi 16, Lattagan, Po. Sahaganj Dt. Hooghly.

2. Swapan Pal.
Clo. G. Base 200.
3. Chowringher Approach.
Calentra - 700072

Soafted by Small Ar. Mendel Daed Writis livenee no 1/52 Asup Baou.
Signature of the Third Party.

Signature of the Second Party.

Signature of the First Party

Them knows down

( Ahfan)

Typed by mo:

[Arthodolol.

(T.P.Seal)

Chinsurah Court, Hooghly.

Scanned with CamScanner

BRTITION DEED PLAN BALAGARH. J.L. 88. R.S. UN BER HOOG HEY-CHINSURAN 5. DAG NO 1192/1204. WOTE. GROUND FLOOR 5. TANK IS COMMO 7 ch 38 5 M- WILCIPAL ROAD. NE ME OF CO-SHARERS RESERVE 5 9. 11. R. 3. DA C SRI-AMIYA KUMAR BASU 0.188 SRI ARUM KUMAR BASY 188 SRI-ARDA KUMAR BASU 165136 0.072 7 39 · E .