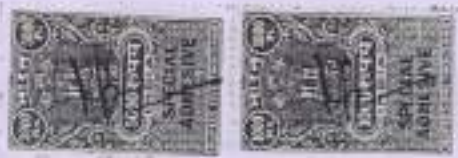


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Additional Registrar of Assurances
Calcutta
26/11/95

THIS DEED OF PARTIAL PARTITION made this 25th day
of October One thousand Nine hundred Ninety Five BETWEEN
(1) JATINDRA NATH LAW, son of Late Gashi Bhusan Law, aged
84 years and TANU KUMAR LAW, son of the maid Jatindra
Nath Law, aged 52 years, both by religion Hindu, by occupa-
tion Land-holders, residing at premises No. 68, Jatindra
Mohan Avenue, Calcutta, - 700 005, hereinafter jointly

referred

J. Law.
K.K. Law.
S. Law.

Presented for Registration at 12.10 P.M.
the Calcutta Registration Office
on the 22nd day of Nov 1995

Kamal Kumar Lax
The Plaintiff



Kamal Kumar Lax.

Kamal Kumar Lax.

Jalindra Nath Lax.

Tamal Kumar Lax.

Nirupanna Lax

Identified by me
Bhadr Kumar Mishra
Solicitor + Advocate
High Court Calcutta.

22/11/95
REGISTRAR OF ASSURANCES
CALCUTTA

Execution is admitted
by Kamal Kumar Lax
of 50 Jalindra Nath Lax
deceased of 268 Jalindra
Mohan Pulmucal-5
and Jalindra Nath Lax
of Late Sachi Ashwan
Lax and Tamal K.
Lax of 50 Jalindra
Nath Lax both of
68 Jalindra Mohan
Pulmucal-5 and
Nirupanna Lax of
50 Jalindra Nath Lax
deceased of 68 Jalindra
Mohan Pulmucal-5

Identified
by Bhadr Kumar Mishra
Solicitor + Advocate
High Court Calcutta

22/11/95
REGISTRAR OF ASSURANCES
CALCUTTA

referred to as the parties of the "FIRST PART" (which expression shall unless excluded by or repugnant to the context include their respective heirs, executors, administrators, and representatives and assigns) of the ONE PART A N D KUNAL KUMAR LAW son of the said Jatindra Nath Law, aged 55 years and MIRUPAMA LAW widow of Satindra Nath Law, deceased, aged 78 years, both by religion Hindu by occupation Land-holders, residing at the said premises No. 68, Jatindra Mohan Avenue, Calcutta - 700 005, hereinafter jointly referred to as the parties of the "SECOND PART" (which expression shall unless excluded by or repugnant to the context include their respective heirs, executors, administrators, and representatives and assigns) of the OTHER PART :

A. WHEREAS by a conveyance dated 7th June, 1939 registered at the office of Registrar of Assurances Calcutta in Book No. 1, Volume No. 67, Pages 188 to 190, Being No. 1958 for the year 1939 the said Satindra Nath Law, since deceased, and the said Jatindra Nath Law, jointly, purchased, in equal shares, from the Trustees for the Improvement of Calcutta, all that the piece and parcel of the land situated at and being Plot Numbers 3, 4 and 5 of the surplus lands in Calcutta Improvement Scheme VII Calcutta, measuring 15 Cottaks, 15 Chittaks and 35 square feet at and for the consideration mentioned therein.

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B. AND WHEREAS soon thereafter, the said Satindra Nath Law, since deceased, and the said Jatindra Nath Law, jointly, out of their funds in equal shares constructed on the said piece and parcel of land a partly two storied and partly three storied building in accordance with a building plan duly sanctioned by the Calcutta Municipal Corporation, and resided therein with their respective families, but let out certain portions on the ground floor of the building in the said premises to certain monthly tenants.

C. AND WHEREAS the said piece and parcel of land situate at and being Plot numbers 3, 4 and 5 of the Calcutta Improvement Scheme VII Calcutta, as aforesaid, together with the said partly two storied and partly three storied building hereditaments and premises constructed and erected thereon was assessed and numbered by the Calcutta Municipal Corporation as premises No. 68, Jatindra Mohan Avenue, Calcutta - 700 005 fully and more particularly described in the First Schedule hereunder written (hereinafter referred to ^{as} and the "said Premises").

D. AND WHEREAS on or about 22nd August, 1969, the said Satindra Nath Law, who was a Hindu governed by the Dayabhaga School of Hindu law, died, being seized and possessed of his undivided one half share and/or interest in the said premises, and, leaving him

surviving ...

Notes:

J. K. Law

K. K. Law

V. Law

surviving, only his widow Smt. Nirupama Law one of the parties hereto of the Second Part as his only heiress and legal representative.

E. AND WHEREAS the said Satindra Nath Law, prior to his death made and published his last Will and Testament dated the 4th November, 1968, appointing thereunder his brother, the said Jatindra Nath Law, and, his wife, the said Nirupama Law, as the executor and executrix of the said Will.

F. AND WHEREAS the said executor and executrix applied to the Hon'ble High Court at Calcutta in its Testamentary and Intestate jurisdiction for grant to them Probate of the said last Will of Satindra Nath Law dated 4th November, 1968, and, such Probate was granted by the High Court at Calcutta on 14th August, 1979, in Matter No. 2 of 1970 (IN THE GOODS of Satindra Nath Law deceased) to the said executor and executrix.

G. AND WHEREAS by and under the said last Will and Testament of Satindra Nath Law dated 4th November, 1968, the said Satindra Nath Law directed payment out of his estate a pecuniary annuity of Rs. 150/- per month to the said Jatindra Nath Law during the term of his natural life, and, charged his undivided half share and/or interest in the said premises for the purpose of such

payment ...

In law

J. K. Law

K. K. Law

N. Law

payment, and subject to the life interest of the said Smt. Nirupama Law, for and during the term of her natural life, with the right to use and enjoy one-half share of the income from the said premises during her natural life, gave, devised and bequeathed, absolutely and forever his undivided one-half share and/or interest in the said premises in equal shares to the said Kunal Kumar Law and Tamal Kumar Law. /

H. AND WHEREAS the said executor and executrix duly administered the estate of the said Satindra Nath Law, deceased, as provided in the said hereinbefore recited will, and, after duly completing administration of the said estate duly assented to the bequests of life estate in undivided one-half share in the said premises to the said Smt. Nirupama Law, and the Vested interests therein to the said Kunal Kumar Law and Tamal Kumar Law in terms of and as mentioned and provided in the said Will.

I. AND WHEREAS the total monthly rent derived from the said premises is Rs. 900/- per month.

J. AND WHEREAS the present annual valuation of the said premises as determined by the Calcutta Municipal Corporation is Rs. 20,520/- and the quarterly tax payable at present in respect of the said premises is Rs. 2,075/- per quarter.

K. AND WHEREAS, as, in course of time, the income derived from the estate of the said Satindra Nath Law became inadequate to meet the expenses on account of proportionate one half share of the outgoings in respect of the said premises and the maintenance and livelihood expenses of the said Srimati Nirupama Law, the said Sri Jatindra Nath Law, one of the parties hereto of the First Part, had given up his claim of the annuity from the said Estate of the monthly sum of Rs. 150/- per month, and, had released and discharged all his claims as to future payment of the said annuity payable under and by virtue of the hereinbefore recited Will, and, also the undivided one half share in the said premises and from all charges, actions, claims and demands whatsoever on account of the same.

L. AND WHEREAS in the premises aforesaid the parties hereto are now jointly seized and possessed of the said premises free from all encumbrances the parties being entitled to the following shares of and in the said premises, namely :-

- | | |
|--------------------------|--|
| 1) Sri Jatindra Nath Law | Absolute undivided half share. |
| 2) Srimati Nirupama Law | Life estate and/or interest in undivided one half share. |

- 3) Sri Kunal Kumar Law Absolute vested right and interest of and in undivided one fourth share subject to the life interest of Srimati Nirupama Law therein.
- 4) Sri Tamal Kumar Law Absolute vested right and interest of and in undivided one fourth share subject to the life interest of Srimati Nirupama Law therein.

M. AND WHEREAS disputes and differences having arisen by and between the parties hereto of the first and second parts as to the holding and enjoyment of the said premises, the parties hereto, at the intervention of well-wishers and common friends and family relations, and, to avoid litigations, have amicably resolved their disputes and differences, and, have separated in good, and have agreed to effect partition of the said premises between them by metes and bounds into two separate and independent lots and/or parts according to their respective shares.

N. AND WHEREAS pursuant to the said agreement, the parties hereto have prepared a scheme of partition and plan dividing the said premises fully and more particularly described in the First Schedule hereunder written into two separate and independent lots, namely 'LOT - 'A' and 'LOT - 'B', respectively, bordered in red ink and yellow ink on the

map and/or plan annexed hereto and fully and more particularly described in the Second and Third Schedules hereunder written respectively.

O. AND WHEREAS apart from the said premises, the parties hereto namely, Nirupama Law, Kunal Kumar Law and Tamal Kumar Law have undivided interests, and/or shares in certain other immoveable properties, which by mutual consent and agreement between themselves, will continue as undivided, and, shall be continued to be retained and held by the concerned parties in the same manner as now consisting, until the parties may decide otherwise, and, accordingly such properties are not included in this deed of partition.

P. AND WHEREAS with a view to amicably resolve the disputes and differences as aforesaid ~~it~~ has been unanimously agreed by and between the parties hereto, that the parties hereto of the First Part, in lieu of the absolute undivided one-half share and/or interest of the said Jatindra Nath Law in the said premises and the vested undivided one fourth share and/or interest of the said Tamal Kumar Law in the said premises, they shall, henceforth, jointly, as tenants in common, have, hold, own and possess exclusively, absolutely and forever, freed and discharged from any right, title, share, life estate and/or interest or any charge or annuity whatsoever of the

parties ...

parties hereto of the Second part, the hereditaments and premises comprised in 'Lot - B' of the said Scheme of partition fully described in the Third Schedule hereunder written in the proportion that the said Jatindra Nath Law shall have undivided two-third share therein and the said Tamal Kumar Law shall have undivided one-third share therein.

0. AND WHEREAS with a view to amicably resolve the aforesaid disputes and differences, it has been unanimously agreed by and between the parties hereto, that the parties hereto of the Second Part, in lieu of the vested undivided one-fourth share and/or interest of the said Kunal Kumar Law in the said premises and the life estate and/or interest of the said Smt. Nirupama Law in the undivided one-half share in the said premises with the right to reside therein during the term of her natural life and enjoy half share of the rents arising therefrom, both of them, shall, henceforth, jointly hold, possess and enjoy the hereditaments and premises comprised in Lot 'A' of the said Scheme of Partition fully and more particularly described in the Second Schedule hereunder written freed and discharged from any right, title interest and share or any charge or annuity of the parties hereto of the First Part in the manner that the said Nirupama Law shall be only entitled to reside therein during the term of

natural

natural life and have a limited and/or life estate therein, and subject to the same the said lot 'A' shall belong and/or remain vested exclusively, absolutely and forever in the said Kunal Kumar Law.

R. AND WHEREAS it is hereby agreed, declared consented confirmed and assessed by each of the parties hereto by mutual agreement that the market valuation of said premises fully and more particularly described in the First Schedule hereunder written is Rs. 4,10,400/- (Rupees Four lakhs Ten thousand and four hundred) being 20 times of the annual Municipal Valuation of Rs. 20,520/-, and accordingly, on such basis, the valuation of the abovementioned shares and/or interests, and/or rights which the parties hereto, as Co-owners, now have and/or are entitled to in the said premises as stated hereinabove, are, as agreed, declared, consented, and confirmed and assessed by each of the parties, as follows, namely :-

1) Sri Jatindra Nath Law	..	Rs. 2,05,200.00
2) Sri Tamal Kumar Law	..	Rs. 97,500.00
3) Sri Kunal Kumar Law	..	Rs. 97,500.00
4) Srimati Nirupama Law	..	Rs. 10,200.00
	Total	<u>Rs. 4,10,400.00 /</u>

S. ...

5. AND WHEREAS it is hereby declared, agreed, consented and assessed by each of the parties hereto by mutual agreement that the market valuation of the hereditaments and premises, comprised in 'Lot-'B' of the said Scheme of partition described in the Third Schedule hereunder written is Rs. 2,92,500/- and the market valuation of the hereditaments and premises comprised in 'Lot-'A' of the said Scheme of Partition described in the Second Schedule hereunder written is Rs. 1,17,900.00.

7. AND WHEREAS the parties hereto have in accordance with the said Scheme of Partition made the following allotments in the said premises in lieu of their respective undivided shares and/or interests and/or vested interests and/or life estate and/or rights in the said premises as mentioned hereinbefore, at the respective valuations as mentioned hereunder.

<u>NAME OF THE ALLOTTEES</u>	<u>LOTS ALLOTTED</u>	<u>VALUATION</u>
1. Jatindra Nath Law and Tamal Kumar Law, jointly absolutely, and forever, as tenants in common, with Jatindra Nath Law having undivided two-third share therein and Tamal Kumar Law having undivided one third share therein.	'Lot-'B' as described in the Third Schedule hereunder written.	Rs. 2,92,500.00
2. Kunal Kumar Law absolutely and forever, subject to the right of residence in the said Lot 'A' by Nirupama Law during the term of her natural life.	'Lot-'A' as described in Second Schedule hereunder written.	Rs. 1,17,900.00

U. AND WHEREAS upon consideration of the valuation of the respective shares, vested interests, life estate and rights of the parties in the said premises, and the valuation of the Lots allotted to them as mentioned hereinabove and having regard to the separate allotments ~~of~~ the parties as aforesaid, it has been further agreed by each of the parties hereto that for the purpose of equalising the said partition between the parties the said parties hereto of the Second Part shall pay to the parties hereto of the First Part simultaneously with the execution of these presents a sum of Rs. 10,200/- (Rupees Ten thousand and Two hundred) as and by way of owely money and /or compensation for the purpose of equalising the said partition and making the same effective and complete.

V. AND WHEREAS the said Jatindra Nath Law hereby wishes, desires and declares that upon his death, his undivided two-third share in Lot 'B' shall vest and belong absolutely and forever upon the said Tawal Kumar Law, and the parties hereto of the Second Part shall have no claim, right or share or interest therein.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the aforesaid agreements by and between the parties and in consideration of the separate and exclusive allotments and ownerships acquired by the parties of the lots in the said premises as stated hereinbefore, and the valuation thereof made as mentioned aforesaid, and in consideration of the mutual transfers and releases by way of partition of the life estate and undivided vested interests and rights made hereby by the parties hereto of the Second Part unto and in favour of the parties hereto of the First Part in the hereditaments and premises comprised in Lot 'B' fully

Jatindra Nath Law

Tawal Kumar Law

K.K. Law

N. Law

and more particularly described in the Third Schedule hereunder written and in further consideration of the sum of Rs. 10,200/- (Rupees Ten thousand Two hundred) only, paid by the parties of the Second part to the parties of the First Part as dowry money (which the said parties of the First Part do and each of them doth hereby admit and acknowledge and of and from the same and every part thereof do and doth hereby acquit and release and discharge the parties of the Second Part as well as the said 'Lot - A' described in the Second Schedule hereunder written) each of the parties of the First Part, the said Jatindra Nath Law as to his undivided one-half part and/or share or interest and, the said Tamal Kumar Law, as to his vested interest and/or right of and in the undivided one-fourth part or share or interest in the said premises, and both as beneficial owners thereof, do, and, each of them doth, hereby convey, grant, release confirm and transfer by way of partition unto the parties hereto of the Second Part, the said Nirupama Law, the right to reside during the term of her natural life along with the said Kunal Kumar Law, and subject thereto, absolutely and forever unto the said Kunal Kumar Law in ALL THAT the land hereditaments messuages tenements brick built dwelling house and premises comprised in 'Lot-A' marked shown and delineated in the map or plan annexed hereto in red ink and more fully and clearly described in the Second Schedule hereunder

Written ...

Written OR HOWSOEVER OTHERWISE the said portion or allotment in the said premises being 'Lot-A' is situate known numbered mentioned described and distinguished TOGETHER WITH all houses erections fixtures walls yards court yards and benefits and advantages of ancient and other lights ways paths common or other passage drains water water course AND ALL manner of former and other rights, liberties easements previllages, profits, rents, apperages and appurtenants whatsoever or any of them now or at any time heretofore held used occupied enjoyed or reputed to belong or be appurtenant thereto AND THE estate right title interest of the parties hereto of the First Part hereto and upon the said portion or allotment of the said premises being 'Lot-A' or any or every part thereof TO HAVE AND TO HOLD the said allotment or share in the said premises being 'Lot-A' hereby granted transferred conveyed released confirmed and assured or expressed or intended so to be with their rights numbers appurtenance unto and to the use of the parties of the Second Part, the said Mirupama Law during the term of her natural life and subject thereto to the said Kunal Kumar Law absolutely and forever, free from all encumbrances charges claims and demands whatsoever made done executed or suffered by each of the parties hereto of the First part TO THE INTENT that such grant shall henceforth operate as a complete cesser of their respective estate and interest therein.

AND ...

AND THIS INDENTURE FURTHER WITNESSETH that in further pursuance of the said agreements and in consideration of the allotments, and valuation thereof and the partition and assurance hereinbefore and hereinafter contained and made by and between the parties hereto and in further consideration of the mutual transfers, confirmation and releases by way of partition of all their undivided interests, and/or vested interests by the parties hereto of the First Part in Lot A fully and more particularly described in the Second Schedule hereunder written in the manner stated hereinbefore and in consideration of the valid discharge given by the parties hereto of the First part as to the payment of the owalty money by the parties hereto of the Second part as recorded hereunder, the parties hereto of the Second Part, he the said Kunal Kumar Law as to his vested undivided one-fourth interest and as beneficial owner thereof and she the said Nirupama Law as to her right to reside during the term of her natural life and receive half share of the rents, do, and doth hereby grant convey, release confirm and transfer by way of partition unto the parties hereto of the First Part jointly in ALL THAT the lands hereditaments, tenements messuages dwelling house and premises comprised in the said allotment of premises marked and shown as Lot B, in the map or plan annexed hereto and delineated and bordered therein in "yellow" fully and more clearly described in the Third Schedule hereunder written

OR ...

OR HOWSOEVER OTHERWISE the said allotment of the said premises being 'lot B' are situate butted and bounded known numbered mentioned described and distinguished TOGETHER WITH all house erections, fixtures walls, yards court yards and benefits and advantages of ancient and other rights, ways, paths common or other passages drain water courses AND all manner of former and other rights, liberties, easements, profits previllages, appendages and appurtenances whatsoever to the said portion or allotment or in anywise appurtenant to or with the same or any part or parcel thereof or any of them now or at any time heretofore held used occupied or reputed to belong or be appurtenant thereto AND the reversion and reversions remainder or remainders rents issues and profits thereof and of every part or parcel thereof AND ALL THE ESTATE TITLE INTEREST INHERITANCE USE TRUST POSSESSION PROPERTY CLAIM AND DEMAND WHATSOEVER both at law and in equity of them the parties hereto ^{of} the Second part into and upon the said allotment or any or every part thereof namely the said Lot-'B', TO HAVE AND TO HOLD the said portion or allotment in the said premises hereby granted transferred conveyed released confirmed and assured or expressed or intended so to be with their rights numbers or appurtenances unto and to the use of the parties hereto of the First Part, jointly exclusively and absolutely and forever free from all encumbrances

claims ...

claims and demands whatsoever made done executed or suffered by the parties of the Second part TO THE INTENT that such grant shall henceforth operate as a complete cessor of their respective estate and interest therein AND THAT the said Jatindra Nath Law shall have and own undivided two-third share and/or interest in the said Lot 'B' and the said Tamal Kumar Law shall have and own undivided one-third share and/or interest therein.

AND EVERY ONE OF THE PARTIES of the First and Second Parts as to his or her share or vested interest or life estate or right hereby expressed to be granted by her or him of and in the said premises fully described in the First Schedule hereunder and divided in two allotments, shown as Lot 'A' and 'B' in the plan annexed hereto as regards her or his own acts and deeds but no further or otherwise, doth hereby mutually covenant with every other that they have not done or omitted or knowingly suffered or been party or privy to any act, deed or

Jatindra Nath Law
Tamal Kumar Law
N. Law
 thing whereby the said premises have in any way been affected or encumbered or whereby they are prevented from making the said allotments or from releasing the same in the manner aforesaid, AND THAT NOTWITHSTANDING any act deed or thing by the said parties, made, done,

executed ...

executed or knowingly suffered to the contrary each of the parties now hath in herself or himself such right full power and absolute authority to grant convey transfer release confirm and assure in the manner aforesaid the portions or allotments of the said premises hereby granted conveyed transferred, released confirmed and assured by her or him or expressed or intended so to be unto and to the use of the other or others of them in the manner aforesaid.

AND THAT every one of the parties shall and may at all times hereafter peaceably and quietly possess hold and enjoy to the exclusion of the parties of the other parts their respective portions or allotments of the said premises and the appurtenances thereto hereby, allotted and granted to each of them subject to and in the manner as mentioned hereinbefore and the parties of the First Part and the said Kunal Kumar Law, one of the party hereto of the Second Part shall be entitled ^{to} receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever by every other of them or any person or persons lawfully or equitably claiming any estate right title or interest from under or in trust for them or any of them.

AND THAT free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates encumbrances made, done or executed by them or any person or persons lawfully or equitably claiming

from ...

from under or in trust for them or any one of them.

AND FURTHER THAT the parties hereto mutually covenant that each of them and all person or persons whatsoever having or lawfully or equitably claiming under him or her or in trust for him or her or any of them any estate or interest in the said several portions or allotments of the said premises shall and will from time to time and at all times hereafter at the request and cost of any other of them or any person or persons claiming under such other of them as aforesaid requiring, do and execute or cause to be done or executed all such acts deeds and things whatsoever for further or better or more perfectly assuring the said portions or allotments of and in the premises hereby granted to the use and in the manner aforesaid as shall or may be reasonably required.

AND IT IS HEREBY DECLARED AND AGREED that the parties hereto of the First Part shall hold, own, possess enjoy 'Lot-B' in the said premises fully and more particularly described in the Third Schedule hereunder written jointly in the proportion that the said Jatindra Nath Law shall have undivided two-third share and/or interest therein and the said Tamal Kumar Law undivided one-third share and/or interest therein, and that upon the death of the said Jatindra Nath Law, his undivided

two-third ...

two-third share and/or interest in 'Lot - B' shall vest absolutely and forever upon the said Tawal Kumar Law, and the said Nirupama Law and Kunal Kumar Law shall not be entitled to claim any right or interest therein.

AND IT IS HEREBY AGREED AND DECLARED that the existing walls on the ground floor and first floor between 'Lot - A' and 'Lot- B' shall be common walls and appurtenant to the said allotments, and, such common walls with 6 ft. height shall be erected and built on portions of the ground floor on the eastern side only and on the roof of the first floor along the boundary line between the said 'Lot- A' and 'Lot- B' as shown in the map and plan annexed hereto and that the existing room on the ground floor on the Western side forming parts of both 'Lot -A' and 'Lot - B' shall be partitioned and divided by brick built wall according to the partition line shown in the said plan, and the existing doors appertures and openings on the boundary line between the said 'Lot- A' and 'Lot-B' on the ground floor and on the first floor, as at present provide ingress and egress between them, shall be closed and blocked by brick built walls so as to complete an effectual separation between them, and that such construction and masonry works shall be completed by any of the parties of the First and Second parts within 3 years from

the

the date of these presents and the costs of such construction and blocking up shall be paid by the said two parties in equal shares. .

AND IT IS FURTHER AGREED AND DECLARED that the existing connections of filtered and unfiltered water to the said premises from the main road of Jatindra Mohan Avenue as well as the supply of electricity to the said premises shall belong exclusively to 'Lot-B' and the parties of the Second Part shall arrange for 'Lot-A' at their own costs and expenses within a period of three years from the date of these presents separate water connection and supply of electricity, while the over-head water tank in the said premises in 'Lot-A' therein shall exclusively belong to 'Lot-A' and the parties hereto of the First Part shall at their own costs and expenses within such period of three years from the date of these presents install a separate over-head water tank in 'Lot-B'.

AND IT IS FURTHER AGREED AND DECLARED that the parties hereto shall enjoy the existing water connection both filtered and unfiltered and the supply of electricity and the over-head water tank in common until they obtain separate connections supply and installation thereof as ^{expiry of} aforesaid or until three years from the date of these presents, whichever is earlier.

L. K. Mohan
J. K. Mohan
K. K. Mohan
W. K. Mohan

AND ...

AND IT IS FURTHER AGREED AND DECLARED by and between the parties hereto that they shall peacefully vacate the portions of the said premises now occupied by them and the parties shall remove to their respective allotments with their respective families and all furnitures and belongings within six months from the date of these presents.

AND IT IS HEREBY NOW AGREED that save as stated herein none of the parties hereto shall have or be entitled to claim any manner of right or manner of easement by way of support or access of air or light or of running water or sewerage or otherwise howsoever upon, over, through or under the allotments of 'Lot-A' and 'Lot-B' hereby seperately allotted in the manner aforesaid.

AND THE PARTIES HEREBY MUTUALLY DECLARED AGREE AND COVENANT WITH EACH OTHER THAT :

1. All original deeds relating to and concerning the said premises in the custody and possession of the parties hereto and this original deed of partition shall remain with the custody of Sri Kunal Kumar Law, one of the party hereto of the second Part and true copies thereof signed by all the parties hereto will be delivered to each of the other parties hereto, who shall be entitled to require production of the original as also any other

of the aforesaid originals from the former for any purpose before any Court of public officer or Arbitration or Bank of Insurance Company etc, ^{if so desired,} and delivery ~~of~~ the same within one week, from the date of demand made in respect thereof, subject to return thereof after fulfilment of the said purpose, and the party hereto of the Second Part shall and will in the meanwhile keep the said originals safe, ^{un-}damaged by fire or other accident excepted, PROVIDED ALWAYS and it is hereby agreed and declared that if the said Kunal Law shall at any time hereafter deliver the said originals or any of them to person or persons lawfully entitled to the custody thereof and thereupon at his own expenses procure from the person or persons to whom the same shall be so delivered to enter with the person or persons then entitled to the benefit of the covenant for production hereinbefore contained into a covenant for production hereinbefore contained shall become void in so far as the same relates to the deeds and writings the subject of such substituted covenant.

2. It is hereby agreed that the parties of the First Part and the said Kunal Kumar Law will be entitled to realise the arrears of rent including the arrears, if any, outstanding in respect of the properties allotted to them herein without any claim or objection from any of the other parties, and they shall be entitled

to ...

to effect mutation of their respective names before the Calcutta Municipal Corporation and/or other local authorities.

3. That the First parties hereto shall henceforth be absolute owners of 'lot-B', being the property jointly allotted to them, hereunder, in the proportion mentioned hereinbefore, and they shall hold and enjoy the same free and discharged from all claims and demands of the parties of the Second Part as hereto or any one claiming thereupon under or in trust for them and that Kunal Law, one of the parties hereto of the Second Part shall hence forth be the absolutely owner of 'Lot-A' subject to the right of residence therein of Nirupama Law, one of the parties hereto of the Second Part during the term of her natural life, and they shall hold and enjoy the same freed and discharged from all claims and demands of the other parties hereto or any one claiming thereupon, under or in trust for them, and that on the death of the said Smt. Nirupama Law, the property in 'lot-A' shall absolutely exclusively and forever belong to the said Kunal Kumar Law free from any claim or demand of the heirs and legal representative of the said Srimati Nirupama Law or any person claiming under her.

4. So long as the Lots are not separately assessed and numbered in the records of the Calcutta Municipal

the ...

the parties shall pay taxes and revenues including all arrears in respect of the said premises in its entirety in proportion to their respective shares. After the separation is effected the parties shall pay separately in respect of their respective allotted lots. Within six months from the date of these presents the parties shall apply for separate numbering and mutation of names respectively in respect of the said Lots, and, either party shall be bound to give his her, their consent to such application of the other if so and whenever required. As soon as a party has got his, her or their Lot separately assessed and numbered in the records of Calcutta Municipal Corporation, he she or they will be liable for the payment of Municipal rates in respect of his her or their lot only.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece or parcel of revenue free land stated to contain an area of about 15 Cottahs 15 Chittacks and 35 square feet, but by ad-measurement found to contain an area of 15 Cottahs 15 Chittacks and 7 square feet equivalent to 11,482 square feet be the same a little more or less, situate at and being premises No.68, Jatindra Mohan Avenue, Calcutta-700 005 (formerly being Scheme No.VIII formed out of premises No. 2, 2/1 and 3 Mahataja Sir

Narendra Krishna Street), and comprised in Taluq Sutanity in the North Division, of the town of Calcutta, together with the partly three storied and partly two storied building having covered area of 4702.77 sq. ft. on the ground floor, 4901.92 sq. ft. on the first floor and 1671.70 sq. ft. on the second floor, aggregating 11,276.39 sq. ft. with servants quarters, pump room, garage and reservoir, all covering 677.88 square feet, standing and erected on portion thereon, in yard No.10 within the Municipal Limits of the Calcutta Municipal Corporation, Thana Shyampukur, Registration Office, Calcutta-700 005 OR ~~HEREINAFTER~~ OTHERWISE the said land hereditaments and premises are situated, bounded in the manner following, that is to say :-

- On the North : By premises No.70, Jatindra Mohan Avenue, Calcutta ;
- On the South : By Premises No.66, Jatindra Mohan Avenue, Calcutta ;
- On the East : By premises No.80, Raja Naba Krishna Street, Calcutta ;
- On the West : By Public road Jatindra Mohan Avenue, Calcutta.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of 'Lot-A' allotted to the parties of the Second Part Kunal Kumar Law, absolutely and forever subject to life interest of Nirupama Law therein).

ALL THAT the land measuring about 7 Cottahs 9 Chittacks and 23 square feet together with the partly

two storied and partly three storied building having covered areas of 2441.42 sq. ft. on the ground floor, 2391.23 sq. ft. on the first floor and 1671.70 sq. ft. on the Second floor, aggregating 6504.35 sq. ft. and servants quarters and garate covering 365.84 square feet standing on portion thereon, all being the divided northern portion of the land and building being municipal premises No.68, Jatindra Mohan Avenue, Calcutta 700 005 Police Station Shyampukur, Registration Office Calcutta, District Calcutta, within the municipal limits of the Calcutta Municipal Corporation shown and marked as 'Lot-A' in the plan annexed to the deed of partition and butted and bounded in the following that is to say :-

ON THE SOUTH by the Southern portion of premises No.68, Jatindra Mohan Avenue, Calcutta, shown and marked as 'Lot-B' in the said plan having the wall between the said 'Lot-A' and 'B' as common ON THE EAST by premises No. 8C, Raja Naba Krishna Street, Calcutta and ON THE WEST by the Municipal Road, Jatindra Mohan Avenue, Calcutta and ON THE NORTH by premises No.78, Jatindra Mohan Avenue, Calcutta.

OR HOWSOEVER OTHERWISE and shown and delineated within the border in "RED" on the map or plan annexed hereto and thereon marked as "Lot-A".

THE THIRD SCHEDULE ABOVE REFERRED TO
(Description of Lot-B allotted to the parties hereto of
the First Part)

ALL THAT the land measuring about 8 Cottahs 5 Chittacks 29 square feet together with the two storied building having

covered area of 2261.35 sq. ft. on the ground floor and 2510.69 sq. feet on the first floor, aggregating 4772.04 sq. feet and pump room, privy and reservoir covering 312.04 sq. feet standing on portion thereon all being the divided southern portion of the Municipal Premises No.68, Jatindra Mohan Avenue, Calcutta-700 005, Police Station Shyampukur Registration Office, Calcutta, District Calcutta, within the Municipal limits of the Calcutta Municipal Corporation shown and marked as 'Lot-B' in the plan annexed to the deed of partition and butted and bounded in the manner following that is to say :

ON THE NORTH by the Northern portion of premises No.68, Jatindra Mohan Avenue, Calcutta, shown and marked as 'Lot-A' in the said plan having the wall between the said 'Lots A & B' common ON THE SOUTH by premises No. 68, Jatindra Mohan Avenue, Calcutta ON THE EAST by premises No.8C, Raja Naba Krishna Street, Calcutta and ON THE WEST by the Municipal Road Jatindra Mohan Avenue, Calcutta.

ON HOWSOEVER OTHERWISE and shown and delineated within the border "Yellos" on the plan or map annexed hereto and thereon marked as "Lot-B".

IN

RECEIVED of and from the withinnamed parties of the Second Part a sum of Rs. 10,200.00 (Rupees Ten thousand Two hundred) only being the within mentioned owalty money as per memo below :-

Rs. 10,200.00

MEMO OF CONSIDERATION

By 102 R.B.I notes of Rs 100/- each, paid by the parties hereto of the Second Part to the parties hereto of the ~~Seco~~ First Part

Rs 10,200-00

Rs 10,200-00

(Rupees Ten Thousand Two hundred) only.

Jalindar Path Lamba
Jamal Kumar Lamba

WITNESSES :

Bharam Prasad

Lambha Lamba

[Handwritten signature]
No. 117
Pages 181 - 150
Serial No. 4514
For the year 1995

DATED THIS 25th DAY OF October 1995

BETWEEN

JATINDRA NATHI LAL & ANR.

... FIRST PART.

AND

KUNAL KUMAR LAL & ANR.

... SECOND PART.

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(Jal)
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[Handwritten signature]
REGISTRAR OF ASSURANCES
CALCUTTA
13-5-96

DEED OF PARTIAL PARTITION



[Handwritten signature]
REGISTRAR OF ASSURANCES
CALCUTTA
1995

MR. BHASKAR MITRA,
SOLICITOR & ADVOCATE,
12/1, OLD POST OFFICE STREET,
CALCUTTA - 700 001.

183A
17/10