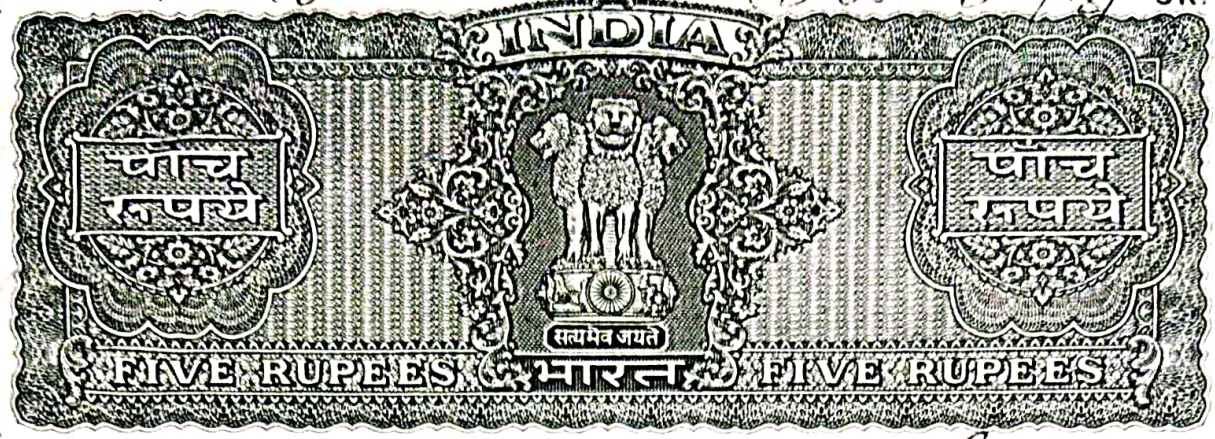


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Amended by the Bengal Stamp
Amendment Act 1964, 1948 & 1972
Schedule 1A or 55 (b) 3 & 5 (c)
Calcutta
26-8-51

THIS INDENTURE made this 26th day of August

One thousand Nine hundred and Eightyone BETWEEN SM. HENA SAHA wife of Balai Chandra Saha a Hindu Trader at present residing at No.7, Kankulia Road (South Block) within the suburbs of the town of Calcutta hereinafter called 'the Party hereto of the FIRST PART' (which expression shall unless excluded by or -- repugnant to the context be deemed to include her heirs executors administrators representatives and assigns) of the ONE PART

TM

AND

H. Saha A. E. D. MANINDRA LAL CHOWDHURY son of *Humar* Chandra Chandra *Chowdhury*
7m L Chowdhury
deceased a Hindu businessman residing at Premises No. 7, Kanakia
Road (North Block) within the suburbs of the town of Calcutta
hereinafter called "the Party hereto of the SECOND PART" (which
expression shall unless excluded by or repugnant to the context
shall include his heirs executors administrators representatives
and assigns) of the OTHER PART

W H E R E A S:

(A) By a Conveyance dated 7th day of March 1973 and made
between One Ranjit Samanta therein described as Vendor of the
One part and the parties hereto of the First and Second Parts
therein described as the Purchasers of the Other Part and --
registered at Alipar District Registration Office in Book No. 1
Volume No. 46 Pages 77 to 90 Being No. 1104 for the
year 1973 the vendor therein for consideration therein mention-
ed sold and conveyed to the Purchasers therein being the parties
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hereto

hereto of the First and Second Parts All That the piece or parcel of rent paying Collectorate land and premises being the Municipal premises No.7, Kankulia Road (formerly No. 3/6, Kankulia Road) measuring 7 Cottahs 15 Chittacks be the same a little more or less situated and lying and being Holding No. 113 in Division V Sub-division 'K' Dehi Panchannagram Police Station Ballygunge Sub-registration Office District Sealdah in the town of Calcutta in the District of 24-Parganas and more fully and particularly described in the first schedule hereunder written.

(B) The parties hereto thereupon mutually divided the plot in two equal halves and got a building plan sanctioned by the Corporation of Calcutta and constructed two partly three and partly two storied brick built buildings and one of them partly four storied on the divided portions and delineated in the map or plan annexed hereto and thereon respectively marked as "Lot 'A'" and Lot "B" each of the Lots and building thereon being separate and independent of the other.

(C) Ever since then the party of the First Part took the Lot "A" with building as allotted to her the South Block exclusively and absolutely in lieu of her undivided half share and the Party of the Second Part took Lot "B" with building thereon allotted to him exclusively and absolutely in lieu of his undivided half share in the said premises No.7, Kankulia Road so that the Lot "A" belonging to the Party hereto of the First Part and the Lot "B" belonging to the Party hereto of the Second Part absolutely and the said two lots are respectively described in Second and Third schedules hereunder written and are delineated in the map or plan annexed hereto and therein respectively bordered in 'red' and 'Green' colours.

JM

(D)

(D) That ever since the said amicable partition and division between them the parties herein are respectively enjoying their allotments absolutely, exclusively and independently of each other so that the first Party is in absolute and exclusive enjoyment of the lot "A" portion of the said premises No.7, Kankulia Road, Calcutta described in the -- Second Schedule hereunder written absolutely is delineated in the Map or Plan annexed hereto and thereon bordered 'red' and the said Second Party is in exclusive and absolute enjoyment of the lot "B" portion of the premises premises No. 7, Kankulia Road, Calcutta described in the Third Schedule hereunder written and delineated in the map or plan annexed -- hereto and thereon bordered 'green' each of them having -- separate entrances, staircases, privies, drainages and water supply.

(E) Each of the parties had already given consent to the other for subdivision of the holding, separate number, apportionment of taxes and mutation of their respective names in the sub-divided plots namely, lots "A" and "B" as owners thereof and described respectively in the Second and Third Schedules hereunder written and they have accordingly take steps in that behalf with the Assessor of Corporation of -- Calcutta.

(F) To eliminate all doubts and to avoid further disputes and litigations between them the parties hereto have requested each other to join in these presents and have agreed in pursuance of such request to join in these presents to record and declare the respective ownership of and exclusive right or possession of the parties over their respective portions

JM

portions or plots in Northern and Southern portions of the said premises and accordingly they declare and record the same in manner hereinafter appearing

NOW IT IS HEREBY AGREED DECLARED AND RECORDED as follows :-

1. The statements contained in the recitals contained hereinabove are all true and correct.
2. The First Party became absolute and exclusive owner of Lot A of premises No.7, Kankulia Road, Calcutta morefully described in the Second Schedule hereunder written on separation and division aforesaid and the Party hereto of the Second Party in like manner became absolute and exclusive owner of the lot "B" of the said premises No.7, Kankulia Road, described in the Third Schedule hereunder written.
3. The First Party hereto confirms and declares to have relinquished all right interest and claim in respect of the said lot "B" of the said premises No.7, Kankulia Road Calcutta described in the Third Schedule hereof owned by the Party of the Second Part exclusively and the Second Party in like manner confirms and declares to have relinquished all right title interest and claim in respect of the lot "A" of the said premises No.7, Kankulia Road Calcutta described in the Second Schedule hereunder written and owned by the Party hereto of the first Part respectively.
4. Each party will at the costs of the persons requiring the same doth hereby covenant with each other to execute

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
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and register such further assurances and do such act or thing as may reasonably be required for further or more perfectly assuring the respective portions hereby declared as respectively owned by the parties.

5. The parties declare to have made their respective lots independent of each other but nevertheless confirm to have agreed that in case any of the things, namely, water supply, electricity, telephone drains, etc. are not separated and made independent they will do so within six months from the date hereof. PROVIDED ALWAYS it is declared that if there be any dividing partition wall between one plot and the other the same shall remain common between the parties.

6. All disputes and differences amongst the parties in respect of the property described in the Schedule hereunder written having been finally adjusted as recited and recorded above neither party has or would have any claim whatsoever against the other in respect of ownership of the property as recorded hereinabove.

7. Reference to the parties hereto shall include them and their respective heirs executors representatives and assigns.

8. This document is being executed in duplicate one to be retained by each of the parties. The parties further agree and covenant amongst each other that the Original Conveyance dated 7th March 1973 made between the Hanjit Samanta therein described as the vendor of the one part and the parties hereto therein described as the purchasers and registered at Alipur
in  in

in book No. I volume No. 41 Pages 74 to 90 Being No. 1104 for the year 1973 along with previous title deeds, if any, shall remain in the custody of the Party hereto of the Second Part and he shall keep same safe and harmless and cause same to be produced at the request and cost of the First Party at such place or places as may be necessary and also allow the First Party her agents and assigns to take copies therefrom.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of rent paying Collectorate land and premises being Municipal Premises No.7, Kankulia Road (formerly No. 3/6, Kankulia Road) measuring 7 Cottaks 15 Chittaks be the same a little more or less situate lying at and being Holding No.115 in Division V sub-Division K Dehi Panchasannagra Police station Ballygunge Sub-Registration Office District Sealdah in the suburbs of the town of Calcutta in the District of 24 Parganas and BUITED AND BOUNDED in the manner following that is to say, On the NORTH by 8' feet wide Private Road/Common Passage, On the EAST by 14' feet wide Private road/Common Passage On the SOUTH partly by premises Nos. 4, 5 and 6 (formerly 5/3, 5/4 and 5/6) Kankulia Road and On the WEST by a Buz tee known as 3, Kankulia Road OR NO. SOLVER OTHERWISE together with the right of way and other rights in respect of the aforesaid private road/ common passages and all other rights easements and appurtenances to the said Plot of land hereby sold.

THE SECOND SCHEDULE ABOVE REFERRED TO:

Lot "A" allotted to Sa. Hona Spha.

ALL THAT the divided and demarcated half share with partly
three

Three and partly four storied brick built building messuage tenement hereditaments and premises together with land thereunto belonging containing by admeasurement an area of 3 Cottahs 15 chittacks and 22 square feet equivalent to 265.52 square metres situate lying at and being the South block of Premises No.7, Kankulia road within the municipal limits of the town of Calcutta appertaining to the Holding No.113 in Division V Sub-Division 'K' Police Station Bahlygunge Sub-Registration Office District Sealdah in the District of 24-Parganas and MUTED AND BOUNDED in the manner following that is to say, On the NORTH by the North block of the Premises No.7, Kankulia road allotted to the Second Party Manindra Lal Chowdhury, On the EAST by Common Passage of 4.26 sq.fts. wide, On the SOUTH by Premises Nos. 3/3, 3/4 and 3/5, Kankulia Road and On the WEST by Premises No.3, Kankulia Road and delineated and shown on the map or plan annexed hereto and thereon marked lot "A" and bordered "Red".

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Lot "B" allotted to Manindra Lal Chowdhury).

ALL THAT the divided and demarcated half share with partly two, partly three and partly four storied brick built building messuage tenements and hereditaments and premises together with the piece or parcel of land thereunto belonging containing by admeasurement an area of 3 Cottahs 15 Chittacks and 23 square feet equivalent to 265.61 square metres a little more or less whereon or on whereof the same is erected and

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built

built situate lying at and being Premises No.7, Bankulia Road appertaining to the Holding No.113 in Division V Sub-Division 'K' Police Station Nallygange Sub-Registration District Beahala Dehi Paschannagram within the suburbs of the town of Calcutta and in the District of 24 Parganas BUTTERED AND BOUNDED in the manner following that is to say, On the NORTH by Passage, On the EAST by Common Passage of 4.26 Sq. Acs, On the SOUTH by the South Block of Premises No.7, Bankulia Road allotted to the first Party Sa. Hena Saha and On the WEST by Premises No.3, Bankulia Road delineated and shown on the map or plan annexed hereto and thereon marked lot "B" and bordered "Green".

IN WITNESS WHEREOF the Parties hereto of the First and Second Parts have set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED
by the abovesaid first Party
at Calcutta in the presence of:

Hena Saha
(My seal)

A. N. Banerjee
Solicitor & Advocate
High Court Calcutta
Ajit Chakravarty
10 old post office Cal

SIGNED SEALED AND DELIVERED
by the abovesaid Second Party at
Calcutta in the presence of :

Manindra Lal Chatterjee
(My seal)

A. N. Banerjee
Solicitor & Advocate
High Court Calcutta
Ajit Chakravarty
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