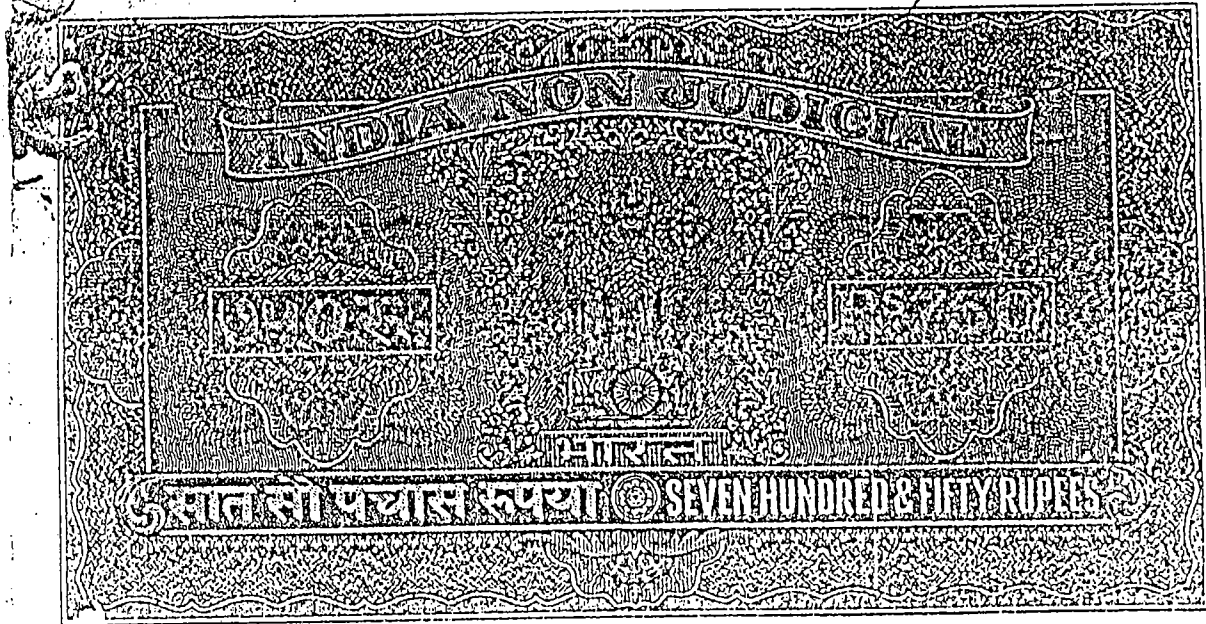


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750 Rs.



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Handwritten date '21.10.78'.

DEED OF PARTITION

THIS INDENTURE made this the 20th day of OCTOBER, One Thousand Nine Hundred Seventy Eight BETWEEN SRI BIMALENDU CHATTOPADHAYA, son of Late Kamala Kanta Chattopadhyas, by caste Hindu, by occupation business, residing at Monirampur, Police Station Barrackpore, District 24 - Parganas, hereinafter called the FIRST PARTY (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators assigns and successors-in-interest) AND SRI NEMAI CHATTOPADHYA AND SRI BARINDRA NATH CHATTOPADHYA, both sons of

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contd..... 2.



- (3) -

Chattohadhya, Sri Noma Chattohadhya and Sri Barindra Nath Chattohadhya, got in their absolute share the properties described in the Schedule-"A" herounder written, which was also described as Schedule-'Kha' in the said Dood of Partition.

AND WHEREAS the parties aforesaid have so long been in exclusive and peaceful possession of the said properties described in the Schedule-"A" herounder written without having any formal partition amongst them

AND WHEREAS serious differences of opinion having been arisen amongst the parties hereto in the matter of joint enjoyment and management of the said properties

AND WHEREAS joint possession of the said properties having been impossible, it has been agreed mutually

contd.....4.

Handwritten notes:
Bhaskar - Chattopadhyaya
Sri N. K. Chatterjee for Barindra
Chattopadhyaya

Handwritten notes:
D. N. Chatterjee
Sri Barindra Nath Chattopadhyaya

by and between the parties hereto to make amicable partition of the properties, described in the Schedule-"A" hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for the purpose of carrying out the partition aforesaid and in consideration of the allotment and assurances hereinafter contained, Sri Noma Chattopadhyaya and Sri Barindra Nath Chattopadhyaya, the Second party hereto as to their respective parts and shares and beneficial owners doth hereby grant, convey and transfer by way of partition unto the said Sri Bimalendu Chattopadhyaya, the First Party hereto, his heirs, executors, administrators, representatives and assigns **ALL AND SINGULAR** the messuages, lands hereditaments and premises comprised in the Schedule-"B" hereunder written **OR HOWSOEVER OTHERWISE** the said premises is buttod bounded **TOGETHER WITH** all and all manner of former and other rights liberties easements privileges appondages and appurtenances whatsoever belonging to the said property **AND ALL** the rights title and interest inheritances possession claim and demand whatsoever both at Law and equity of the said Sri Noma Chattopadhyaya and Sri Barindra Nath Chattopadhyaya unto the said property described in the Schedule-"B" hereunder written or any or every part thereof to **HOLD** the same and **ALL and SINGULAR** of the said property hereby granted transferred conveyed and

contd.....5.

- (5) -

*Sri Bimalendu Chattopadhyaya to
Sri Nimai Chattopadhyaya
Sri Barindra Nath Chattopadhyaya*

*Sri Nimai Chattopadhyaya
Sri Barindra Nath Chattopadhyaya*

assigned unto and to the use of the said Sri Bimalendu Chattopadhyaya, his heirs executors, administrators, representatives and assigns absolutely and forever.

AND THIS INDENTURE ALSO WITNESSETH that in further pursuance of the said agreement and for the purpose of carrying out the partition as aforesaid and in consideration of the allotment and assurances hereinafter contained and made to and in favour of the said Sri Bimalendu Chattopadhyaya, the First Party hereto, said Sri Bimalendu Chattopadhyaya, the First Party hereto as to his parts, shares and beneficial owner doth hereby grant convey and transfer by way of partition unto the said Sri Nimai Chattopadhyaya and Sri Barindra Nath Chattopadhyaya, the Second Party hereto, their respective heirs, administrators executors representatives and assigns **ALL AND SINGULAR** the messuage lands hereditaments and premises comprised in Schedule-"C" hereunder written **OR HOWSOEVER OTHERWISE** the said properties are butted bounded called known mentioned described or distinguished **T O G E T H E R** with all and all manner of former or other rights liberties easements privileges appendages and appurtenances whatsoever belonging to the said properties **AND ALL** the rights title interest inheritances possession claim and demand whatsoever both at Law and equity of the said Bimalendu Chattopadhyaya unto the said properties mentioned in Schedule-"C" hereunder written or any or every part thereof **TO HOLD** the same

contd..... 6.

- (6) -

Dipankar Chattopadhyay as
Attorney for
Bimalendu Chattopadhyay.

D. Nimai Chatterjee
Sri Barindra Nath Chattopadhyay

ALL and SINGULAR of the properties hereby granted transferred conveyed and assigned unto and to the use of the said Sri Nimai Chattopadhyay and Sri Barindra Nath Chattopadhyay, each of their respective heirs, executors, administrators, representatives and assigns absolutely and forever.

Be it mentioned that Sri Bimalendu Chattopadhyay, the First Party hereto undertakes to bear the liabilities of deceased Kamala Kanta Chattopadhyay, the father of the parties hereto in respect of Estate Duty, Income-Tax and other taxes to the extent of one-fourth portion thereof.

WHEREAS as to their respective shares hereby expressed to be granted by them of and in the said several messuage lands hereditaments and premises and as regard their own acts and deeds, the parties hereto do hereby for themselves their heirs executors administrators representatives and assigns covenant with every of them the said Sri Bimalendu Chattopadhyay, Sri Nimai Chattopadhyay and Sri Barindra Nath Chattopadhyay, their respective heirs, executors, administrators representatives and assigns that NOTWITHSTANDING any act, deed, or thing by the said Sri Bimalendu Chattopadhyay, Sri Nimai Chattopadhyay and Sri Barindra Nath Chattopadhyay done or executed or knowingly suffered to the contrary each of the said Sri Bimalendu Chattopadhyay, Sri Nimai Chattopadhyay and Sri Barindra Nath Chattopadhyay, has now in himself good right to grant the messuage hereditaments and

contd.....

Bipendra Chattopadhyay
Attorney for
Bimalendu Chattopadhyay

D. N. Chattopadhyay
2) D. N. Chattopadhyay

and promises hereby granted by him or expressed so to be under and to the use of the others the said Sri Bimalendu Chattopadhyay Sri Nmai Chattopadhyay and Sri Barindra Nath Chattopadhyay their respective heirs, executors, administrators, representatives and assigns in the --- manner aforesaid AND THAT every one of them the said Sri Bimalendu Chattopadhyay, Sri Nmai Chattopadhyay and Sri Barindra Nath Chattopadhyay their heirs, executors, administrators, representatives and assigns may at all times hereinafter peaceably and quietly possess and enjoy the messuage lands hereditaments and promises hereby granted to them their heirs, executors, administrators, representatives and assigns and receive rents issues and profits thereof without any interruption claim or demand whatsoever by any of them said Sri Bimalendu Chattopadhyay, Sri Nmai Chattopadhyay and Sri Barindra Nath Chattopadhyay or their respective heirs, administrators, executors, representatives and assigns or any person or persons lawfully or equitably claiming any estate from under or in trust for them or each of them and that free from all encumbrances whatsoever AND FURTHER that each of the said Sri Bimalendu Chattopadhyay, Sri Nmai Chattopadhyay, and Sri Barindra Nath Chattopadhyay and their respective heirs, executors, administrators, representatives and assigns and all persons whatsoever having or lawfully claiming any estate interest in the said hereditaments and promises or any part thereof from under or in trust for any of them the---

contd.....8.

निपुणकार चट्टोपाध्याय २
सुविचारित अध्याय for विमोक्षण
चट्टोपाध्याय

D. Nmai Chattopadhyay
21 Baminicine Nath Kalyan

said Sri Bimalendu Chattopadhyay, Sri Nmai Chattopadhyay Barindra Nath Chattopadhyay shall and will from time to time and at all time hereafter at the request and cost of the person or persons so requiring do and execute or cause to be done and execute all such acts and deeds and things whatsoever for further better and more peaceably assuring the messuago lands hereditaments and premises or every part thereof hereby granted as shall or may be reasonably required AND IT IS HEREBY AGREED that the original Deed of Partition shall be kept by the Second Party and duplicate copy of the said Deed shall be kept by the First Party and the Second Party shall be bound to produce the same for inspection at the request of the First Party.

Be it mentioned that the properties mentioned in Schedule-"B" and "C" hereunder written are free from encumbrances and are not either attached or sold in execution of decrees or are subject matters of suits.

Be it further agreed that none of the parties shall be entitled to transfer his or their allotments to a stranger unless he or they has or have first offered the same to the other parties and he or they or each of them has or have refused to take the same.

SCHEDULE-"A" REFERRED TO ABOVE

1. ALL THAT the two-storied brick-built residential house continuing :

contd.....9.

Xipantar Baidyadhyay as
"Sushil" Khanna for
Ainalander Chatterjee

1) Bani Chatterjee
2) Sundar Nath Chatterjee

house continuing :

- .59 acres of land appertaining to C.S. Dag No.251 of C.S. Khatian No.550
- .19 acres of land appertaining to C.S. Dag No. 251/493 of Khatian No.252

Total land measuring .78 acres aforesaid in Mouja Monirampur, within North Barrackpore Municipality being present Municipal Holding No. 49 of Ward No. 15,

B. B. Chatterjee

under Police Station Barrackpore, District 24 Parganas specifically shows in the Map or sketch annexed hereto, butted and bounded as follows :

- North by Ghatakpara Road,
- East by Late Amrita Das and Mahondra Nath - Bandopadhyaya and others and public Road,
- South Municipal drain,
- West by Surendra Nath Banerjee Road.

Valued at Rs.40,000/-

Lot No.2.

2. All that the brick field for manufacturing 'KKC' Brand bricks with structures, fixtures, fittings, machineries, sheds, containing land measuring -- 5.90 acres, appertaining to

B. B. Chatterjee

- Dag No.46 of Khatian No.475 area 2.86 acres
- Dag No.49 of Khatian No.476 area .52 acres.
- Dag No.38/949 of Khatian No.732 area - .58 acres
- Dag No. 38 of Khatian No.733 area of - .32 acres.

contd.....10/

শিখার হাল্পাৰী
অনুস্থিত স্থান
বিমালেন্দু হাল্পাৰী

১) নমাই হাল্পাৰী
২) কামলা কান্ত শিব

- (10) -

Dag No.46/997 of Khatian No.733 area 1.62 acres
in Mouja Monirampur, within North Barrackpore Muni-
cipality being Municipal Holding No.20..... of Ward
No.15.....

under Police Station Barrackpore, District 24 Parga-
nas butted and bounded as follows :- Annual Rent 14 2/4

North by Brick field of previously of Ghosh, Singh
Partners P.Ltd.,

East by Minor School and Jagannath Ghosh & other,
South Kamala Kanta Shib Kanta Chattopadhy joint
Properties,

West by river the Ganges.

Valued at Rs.72,000/-.

SCHEDULE-"B" REFERRED TO ABOVE

The residential house and the land as referred to
in Lot No.1 of Schedule-"A" referred to above. The
portion "A" as shown in the annexed sketch Map bor-
dered with Red line therein is allotted by this deed
to Sri Bimalendu*Chattopadhy, the First Party hereto.
১৭, ১১১. ১১১

SCHEDULE-"C" REFERRED TO ABOVE

(a) The residential house and the land as referred
to in Lot No.1 of Schedules-"A" referred to
above. The portion "B" as shown in the sketch
Map bordered with Blue line therein is allotted
by this deed to Sri Nomaï Chattopadhy and

contd..... 11.

- (11) -

and Sri Barindra Nath Chattopadhyaya, the Second Party hereto.

- (b) All that the brick field as referred to in Lot No.2 of Schedule-"A" referred to above containing land measuring 5.90 acres with sheds, constructions, kilns, fittings, fixtures and machineries.

IN WITNESS where Sri Bimalendu Chattopadhyaya, Sri Nimai Chattopadhyaya and Sri Birendra Nath Chattopadhyaya, the parties hereto have set their hands the day month and year mentioned at the out-set.

SIGNED, SEALED
and delivered in
presence of :

- 1) Lal Mohan Das Gupta
Kalia Nilbari, Baranagar.
- 2) Sourindra K. Banerjee
Banipur, Manikganj, Baranagar.
- 3) Lal Mohan Das Gupta
Kalia Nilbari, Baranagar.

Signatures:

✓ Dipankar Chattopadhyaya
20 Constituted Attorney for Bimalendu
FIRST PARTY Chattopadhyaya

SECOND PARTY

✓ Sri Nimai Chattopadhyaya
✓ Sri Birendra Nath Chattopadhyaya