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972



NO I 1904

Stamp Rs. 3.000/-
" " 1.500/-
" " 20/-
" " 2/-
" " 1/-

No. 2192/

24 firechecks only

THIS DEED OF PARTITION made this the 23rd day of

February One thousand Nine Hundred Eighty One BETWEEN

Ajit Kumar Dey, by occupation Businessman, hereinafter

referred to as "Party of the FIRST PART or 1st PARTY "

(which expression SHALL unless excluded by or repugnant

to the subject or context be ~~deemed to include his heirs~~)

Contd.....2/2.

115+5.(c)

A 1309.50
E 6.00
N 9.00

1324.50

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1. 11. 5... - 7/90
 for the
 30. 4. 18...
 [Signature]

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 as per Order... 1004

Date 21/12/87

No. of copies
 2 copies

20/12/87





- 2 -

to persons (executors, administrators, representatives and assigns)

Feb 1931
Ajit Kr. Dey

of the FIRST PART A N D SISIR KUMAR DEY by occupation
Service hereinafter referred to as the "Party of the
Second Part or 2nd Party" (which expression shall unless

excluded by or repugnant to the subject or context shall be

A- Ajit
Kumar Dey

deemed to include his heirs executors administrators, represen-
tatives and assigns) of the Second Part A N D PRADYOT KUMAR

Sd. A. K. Das

DEY by occupation Service hereinafter referred to as the
"Party of the Third Part or 3rd Party" (which expression
shall unless - excluded by or repugnant to the subject or

23.2.81

context shall be deemed to include his heirs executors,
administrators representatives and assigns) of the Third
Part A N D MIHIR KUMAR DEY by occupation businessman

hereinafter referred to as "Party of the Fourth Part or
4th Party" (which expression shall unless excluded by or
repugnant to the subject or context be deemed to include

his heirs executors administrators representatives and
assigns) of the Fourth Part A N D JAYAT KUMAR DEY by

occupation Businessmen hereinafter referred to as "Party
of the Fifth Part or 5th Party" (which expression shall

(Contd.....3)

50

१८
 १९
 २०
 २१
 २२

१९
 २०



Executions
admitted by

- (1) Ajit Kumar Dey
- (2) Sister Kr. Dey
- (3) Pradyut Kr. Dey
- (4) Mihir Kr. Dey
- (5) Jayat Kr. Dey
Sons of H. Amal

- 3 -

Repug - contd. (3rd page) - 3 -

Kr. Dey

6) Kanaklata Dey
Wife of H. Amal

Kr. Dey

all of 544

Hazra Rd

P.S. Ballygunge

by caste

Hindu

by profession

Landholders

T.9.100

403

Ajit

Kumar Dey

for self

Executor to

estate of

Amal Kumar Dey

unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators representatives and assigns) of the Fifty Part A N D the Party of the 1st, 2nd, 3rd, 4th and 5th Part are all sons of Amal Kumar Dey, deceased, all by religion Hindu, all of No. 544, ⁵⁴⁴ Hazra Road, P.S. Ballygunge, Calcutta AND Sreemati Kanaklata Dey widow of the said Amal Kumar Dey deceased, by occupation house-wife of No. 544, Hazra Road, P.S. Ballygunge, Calcutta hereinafter referred to as "Party of the Sixty Part or 6th Party" of the Sixty Part (which expression shall unless excluded by or repugnant to the context shall be deemed to include her heirs, executors, administrators, representatives and assigns) A N D Sri Ajit Kumar Dey, Sisir Kumar Dey and Sm. Kanak Lata Dey - Executors and Executrix to the Estate of Late Amal Kumar Dey, Party hereto of the 7th Part (which expression shall unless excluded by or repugnant to the context be deemed to include their and each of them Successor-in-Office) WHEREAS the aforesaid Amal Kumar Dey died on 6.3.1966 leaving him surviving his five sons, the parties hereto of the First, Second, Third, Fourth, and Fifty Fifth Part, his widow the Party hereto of the Sixth Part, his two married daughters Namita Ghosh and Saigaha Mitra and four unmarried daughters

Contd.....4

T.S. No 405
Sl. Sister Kumari Dey
for self and. (with page) - 4 -
Executors to
the Estate of late
Anil Kumar Dey

T.S. No 406
daughters Sipra Dey and Savra Dey and Mahua Dey since
married and Sabita Dey unmarried and leaving immovable

Sl. Pradyut
Kumar Dey
T.S. No 406
property being his family dwelling house at No. 54-A, Hasra
Road, fully described in the Schedule 'I' hereunder and
leaving his last will and Testament whereby he appointed the

Sl. Mihir
Kumar Dey
T.S. No 407
parties hereto of the First, Second and Sixth part executors
and executrix of his said Will hereinafter jointly referred
to as Party of the 7th Part and made suitable provisions

Sl. Gayatri
Kumar Dey
T.S. No 408
for the residence and maintenance of his said widow and for
meeting the marriage expenses of his unmarried daughters

AND WHEREAS by his said Will the said Anil Kumar Dey gave,
T.S. No 409
devised and bequeathed his said premises and dwelling house

Sl. Anand
Kumar Dey
T.S. No 410
to his five sons the parties hereto of the First, Second,
Third, Fourth and Fifth part in equal shares subject to the

provisions of the right of residence of his said wife, the
Sl. Anand
Kumar Dey
T.S. No 411
party hereto of the Sixth Part contained in clause VII of
his said Will and also subject to the contingency as pro-

vided in Clause XII(3) of his said Will AND WHEREAS the
said Executors and executrix party hereto of the 7th Part

obtained.....

Identified by

Sushil Kumar Dey

Son of late

Ashutosh (5th Regt) - - 5 -
Dey of 5th Regt

Muzra Dey obtained Probate of the said Will in Act XXXIX Case No.120 of

Cal-19 1968 of the Court of the District Delegate of 24-Parganas at

Alipore and have been administering the estate left by the

said deceased AND WHEREAS the said Sipra Dey, Suvra Dey and

Mahua Dey have each been since married at the cost and expenses

incurred and paid out of the funds in the hand of the executors

and Executrix and also by incurring loan of Rs.5,000/- (Rupees

Five Thousand) only advanced by Sisir Kumar Dey, the Party

hereto of the Second Part and WHEREAS the estate of the said

deceased is liable to pay to the said Sisir Kumar Dey the

Sum of Rs. 16,000/- (Rupees Sixteen Thousand) only with interest

at the rate of Rs. 6% P.A. till realisation as mentioned and

enumerated in Clause II(C) of the said Will and a further sum

of Rs. 5,000/- (Rupees Five Thousand) only advanced by the

said Sisir Kumar Dey for repayment of the loan due to Life

Insurance Corporation of India, AND WHEREAS the parties of

the first, Second, third, fourth and fifth part have agreed

to amicably divide and partition amongst themselves, the

said premises and dwelling house in equal 1/5th shares and

have prepared a plan for dividing the same among themselves.

by caste Hindu
by profession
landholder

S. Sushil
Kumar Dey

Sd/ Shankar Dey
Sd/ Rajendra Kulkarni
24/10/2021

23/2/21

Registered in
Book no 5
Volume no 9
pages 120 to 152
Being no 190
for the year 1981
(544)

(6th page) - 6 -

30 Anur. Sen
Sub-Registrar
Scolch

15.6.81

Gopind
S. Ananta
Pranab
12.6.81

Prady
S. Sushil
12.6.81

Supriya

S. S. Timanandi

Muthayee
12.6.81

AND WHEREAS THE said Sabita Dey who has expressed her desire to remain a spinster and on request has received from the executors and executrix the sum of Rs.6,000/- (Rupees Sixthousand) only in lieu of her marriage expenses and has released the executors and executrix the party hereto of the 7th part from all liabilities of her marriage expenses. AND WHEREAS in the premises aforesaid the executors and executrix the party hereto of the 7th part have given their assent to the legacies of the ~~xxxxxx~~ respective legatees of the said Will of Anil Kumar Day, AND WHEREAS the parties hereto of the 1st, 2nd, 3rd, 4th & 5th part are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises and dwelling house at No. 54-A, Hazra Road Calcutta according to their respective shares, particularly mentioned in the Schedule 'I', hereunder written and intended to be hereby divided and partitioned in which each of the parties hereto of the 1st, 2nd, 3rd, 4th & 5th part has got - undivided 1/5th share subject to the right of residence of the ...

the said Kanaklata Dey, in the portion allotted to the share of Jayat Kumar Dey and subject to the charge for payment of the amount of monthly maintenance to the said Kanaklata Dey AND WHEREAS the parties hereto of the 1st, 2nd, 3rd, 4th and 5th part have mutually agreed to divide the said premises and dwelling house into 5 lots namely A, B, C, D & E as shown in the plan annexed hereto and marked I AND WHEREAS it has been mutually agreed between the parties that lot "A" coloured RED in the Plan annexed hereto and described in part I of Schedule -II hereunder written shall be taken held and enjoyed by Sisir Kumar Dey, the Party hereto of the 2nd Part in severalty and absolutely and Lot 'B' coloured Mushroom in the plan annexed hereto and described in part II of - Schedule II hereunder written shall be taken, held and enjoyed by Ajit Kumar Dey, the Party hereto of the 1st part in severalty and absolutely, Lot 'C' coloured blue in the plan annexed hereto and described in part III of Schedule II hereunder written shall be taken, held and enjoyed by Jayat Kumar Dey the party hereto of the 5th part in severalty and absolutely, Lot 'D' coloured violet in the plan annexed hereto and described in part IV of Schedule II hereunder written will be taken, held and enjoyed by Mihir Kumar Dey, the party hereto of the 4th part in severalty and absolutely and Lot 'E' coloured green in the plan annexed hereto and described in Part V of Schedule II hereunder written shall be taken held and enjoyed by Prodyot Kumar Dey, the party hereto of third part in severalty and absolutely AND WHEREAS the lands and buildings standing thereon or part thereof in the said premises and dwelling house no. 54-A, Hazra Road, is valued

at

(8th page) - - 8 - -

at Rs.1,65,000/- (Rupees One Lakh and Sixty five thousand) only and each of the parties hereto of the 1st, 2nd 3rd,4th and 5th part is equally entitled to take his 1/5th share in the said property valued at Rs.33,000/- (Rupees thirty three thousand) only AND WHEREAS Lot 'A' allotted to the said Sisir Kumar Dey is valued at Rs. 65,000/- (Rupees Sixty five thousand) only the party hereto of the 2nd part shall pay owelty money of Rs. 32,000/- (Rupees thirty two thousand) only to the party hereto of the 1st,3rd,4th and 5th part AND WHEREAS the party hereto of the 2nd part is entitled to get repayment of the sum of Rs. 35,000/- (Rupees thirty five thousand) only being loans advanced by him as hereinbefore mentioned together with interest thereon inclusive of his own liability of Rs. 7,000/- (Rupees seven thousand) only from the joint Estate the said owelty money of Rs.32,000/- (Rupees thirty-two thousand) only payable by him is adjusted against his said dues of Rs.35,000/- (Rupees thirty five) thousand) only from the joint Estate and the 2nd party after such adjustment shall pay Rs. 1,000/- (Rupees one thousand) only to each of the parties of the 1st, 3rd, 4th and 5th party AND WHEREAS Lot 'B' allotted to the share of Ajit Kumar Dey the party hereto of the 1st part is valued at Rs. 17,500/- (Rupees Seventeen thousand five hundred) only & after adjustment of his liability to the joint Estate of Rs.7,000/- (Rupees seven thousand) only in his 1/5th share the 1st party shall get owelty money of Rs.1,000/- (Rupees one thousand) only from the 2nd party and Rs.7,500/- (Rupees seven thousand and five hundred) only from the party hereto of the 3rd Part

AND WHEREAS

AND WHEREAS Lot 'C' allotted to the share of Jayat Kumar Day the party hereto of the 5th part is valued at Rs. 32,500/- (Rupees thirty two thousand five hundred) only and after adjustment of his liability to the joint Estate of Rs. 7,000/- (Rupees Seven thousand) only in his 1/5th share he shall pay Rs. 7,500/- (Rupees Seven thousand five hundred) only to the 4th Party hereto and shall get Rs. 1,000/- (Rupees One thousand) only from 2nd party AND WHEREAS lot 'D' allotted to Mihir Kumar Day the party hereto the 4th Part is valued at Rs. 17,500/- (Rupees Seventeen thousand five hundred) only and after adjustment of his liability to the joint Estate of Rs. 7,000/- (Rupees Seven thousand) only in his 1/5th share he shall get Rs. 1,000/- (Rupees One thousand) only from the 2nd party and Rs. 7,500/- (Rupees Seven thousand five hundred) only from the 5th party A N D WHEREAS Lot 'E' allotted to Prodyut Kumar Day the party hereto of the 3rd Part is valued at Rs. 32,500/- (Rupees thirty two thousand five hundred) only and after adjustment of his liability Rs. 7,000/- (Rupees seven thousand) only in his 1/5th share to the joint Estate he shall pay Rs. 7,500/- (Rupees Seven thousand and five hundred) only to the 1st party and shall get Rs. 1,000/- (Rupees One thousand) only from 2nd party AND WHEREAS each of the parties hereto of the 1st, 2nd, 3rd, 4th and 5th part has agreed to and accepted the valuation of the entire property no. 54-A, Hazra Road as also of each of the several lots as mentioned hereinbefore AND WHEREAS the parties have

agreed....

agreed to repay the ancestral debt in the manner and to the extent as hereinbefore mentioned.

AND WHEREAS the allotment of the party hereto of the 2nd part is of the highest value it is mutually agreed that the original Deed of Partition shall remain in the custody of the party hereto the Second Part and the 2nd party hereto covenants with each of the 1st, 3rd, 4th and 5th parties hereto that he shall at all times hereafter and upon every reasonable requisition at the cost of such party at any trial hearing commission or examination or otherwise as occasion shall arise, produce or cause to be produced the original deed of partition for the purpose of showing the title to the said premises and at the like request furnish such true copy of extracts therefrom as may be required and in meantime keep the same unobliterated, damage by fire, earth-quake and other inevitable accidents ~~xxx~~ excepted and that all title deeds of the said premises no. 54-A, Hazra Road, shall remain in the custody of Ajit Kumar Dey the party hereto of the first part on like terms and conditions.

NOW THIS INSTRUMENT WITNESSETH that in pursuance of the said agreement and in consideration of the premises and of the releases, assurances and assignments hereinafter contained, they the 1st, 3rd, 4th and 5th parties hereto do ~~xx~~ and each of them respectively according to their shares and interest doth hereby release grant transfer con vey and assign unto the said Sisir Kumar Dey the 2nd party hereto absolutely and for ever free from all encumbrances

but

(11/5 page) - -: 11 :- 6

but subject to the charge in favour of the said Kenaklata Dey for the amount of her monthly maintenance in his share as abovementioned and also subject to the Leasehold right of Harish Chandra Agarwal under the Deed of Lease bearing date the 16th February, 1966 by and between him and the said Amal Kumar Dey since deceased. ALL THAT the undivided share and interest of the parties hereto of the 1st, 3rd, 4th and 5th part in the brick built messuage and land thereunto belonging and measuring 1300 Square feet more or less hereditaments and premises being a portion of premises and dwelling house at No. 54-A, Hazra Road, marked Lot "A" and coloured red in the plan annexed hereto marked "X" particularly mentioned and described in part I of Schedule II hereunder together with the right of user as a passage with or without vehicle the open land coloured orange and marked "F" in the annexed plan marked "X" to the West E of the said Lot "A" in common with owner of Lot "E" and also of the drain, Electric and water connections in common with the other owners of the said entire premises and the 2nd party shall take new drain electric and water connections separately within three years from the date of execution of these presents and one of such person shall be at liberty to dig open the portion of the portions of the common area coloured yellow and marked G as far as may be necessary for the purpose and all reversion or reversions, remainder or remainders rents issues and profits of and in the said portion of the said land messuage tenements hereditaments and premises and All the right title interest property and claim or demand respectively of the 1st, 2nd, 3rd, 4th

and

(1215838) - 12 - 6

and 5th parties hereto or any of them of unto in or upon the said portion of the said land hereditaments message tenement or dwelling house and premises with the end and intent that the said divided portion of the said premises being Lot No. A shall be held and enjoyed by the said 2nd party in severalty and absolutely in lieu of his undivided 1/5th share of and in the entirety of the said land hereditaments and premises TO HAVE AND TO HOLD the said portion of the said message tenement land hereditaments or dwelling house and premises fully mentioned and described in part I of Schedule II hereunder written unto and to the use of the said Party of the 2nd part absolutely and for ever in severalty AND whereas the Executors and the Executrix, party hereto of the 7th part applied for sanction of a plan for further construction on the portion allotted to the party hereto of the 2nd part and particularly described in part I of Schedule II the party hereto of the 2nd part shall be entitled to make construction according to plan in the allotment described in part I of Schedule II and for that purpose the party hereto of the 7th part shall render all assistance as the said sanctioned plan bearing - no. 145(IV) dated 25.11.1960 stands in the name of Executors and Executrix. Further the Party hereto of the 1st, 2nd, ~~3rd, 4th and 5th~~ 3rd, 4th and 5th parts have consent to the said sanctioned plan bearing no. 145(IV) dated 25/11/1960 AND THIS INDENTURE FURTHER WITNESSETH that in pursuance of the said agreement and in consideration of the said premises assurances- assignments.....

assignments and release herein contained they the said parties of the 2nd, 3rd, 4th and 5th part respectively according to their respective shares and interests do and each of them doth hereby release grant transfer convey and assign unto the said Ajit Kumar Dey the 1st party hereto absolutely and for ever free from all encumbrances but subject to the charge in favour of the said Kamalata Dey the sixth party hereto for the amount of monthly maintenance in his share as hereinbefore mentioned all that the undivided share and interest of the parties hereto of the 2nd, 3rd, 4th and 5th part in All that the brick built message tenement being the Eastern portion of the 1st floor of the said premises and dwelling house together with the land and 2 storied pucca garrage structure thereon and an asbestos shed roof on the 2nd floor, fully described in the part II of the Schedule II hereunder written and shown and delineated and coloured pink red in the annexed plan marked I together with as much as of the open terrace on the Second floor as exists over his allotted portion Lot 'B' AND TOGETHER with the land lying underneath the ground floor Lot D as common area with party hereto of the 4th part and AND TOGETHER WITH the right of common use and enjoyment with 5th party hereto of the main stair case leading to the first floor and the right of passage with or without vehicle over the common passage coloured yellow and marked 'G' in the annexed plan marked I and the right of user of the common drain and water connections in common with owners of Lot A, C, D and E AND TOGETHER WITH

AND TOGETHER WITH all manner of rights liberties privileges easements rights of support whatsoever standing and being in and upon or belonging to or anywise appertaining to the said portion of the said premises and every part thereof or therein which are now or at any time or times have before were or was occupied, enjoyed, accepted, reputed, demanded taken or known as part and parcel or member thereof and the reversion or reversions, remainder or remainders rents issues and profits of and in the said portion of the said messuage tenements hereditaments and premises and all the estate right interest property claim or demand whatsoever of the said 2nd, 3rd, 4th and 5th party hereto respectively with the end and intent that the said divided portion of the said premises being Lot No. 'B' shall be held and enjoyed by the 1st party hereto in severalty and absolutely in lieu of his undivided 1/5th share and interest of and in the entirety of and in the land, hereditaments and premises fully mentioned and described in the Schedule I hereunder TO HAVE AND TO HOLD the said divided portion of the said hereditaments and premises hereby granted and conveyed or anywhere assured or so intended to be unto and TO THE USE OF the said Party hereto of the first part absolutely and for ever AND THIS INDENTURE FURTHER WITNESSETH that in pursuance of the said agreement and in consideration of the Premises assurances, assignments and of the releases herein contained the 1st, 2nd, 3rd, 4th parties respectively - according to their respective shares and interest do and each

(15th page) -: 157:-

each of them doth hereby grant transfer and convey and release unto and TO THE USE of Jayat Kumar Day the 5th Party hereto absolutely and for ever free from all encumbrances. ALL THAT the undivided share or interest of the parties hereto of the 1st, 2nd, 3rd, 4th part in all that brick built Messuage tenement and dwelling house being the Western portion of the first floor of the dwelling house and premises No. 54-A, Hazra Road, fully described in part III of Schedule II hereunder written and structure and delineated and coloured Blue in the map or plan hereto annexed and marked X TOGETHER WITH the land lying underneath and the ground floor Lot "E" as common area with party hereto of the 3rd part and TOGETHER WITH the right of passage with or without vehicles over the common passage coloured Yellow and marked G in the map or plan annexed hereto and marked X A N D TOGETHER WITH all buildings erections and all ways and paths passages lights water courses drain in common with owner of Lot No. A, B, D and E and all manner of rights liberties privileges easements right of support whatsoever standing and being in to or upon or belonging to or in any wise - appertaining to the said portion of the said premises and every part thereof or therein which now are or at any time or times heretofore were or was occupied or enjoyed accepted reputed demanded taken or known as part and parcel or member thereof and reversion or reversions remainder or remainders rents issues and profits of and in the said - portion of the said messuages tenements hereditaments and

Premises

(11th page) - - 15 -

7
Provisioned all the estate right title and interests
claim or demand whatsoever of the said 1st, 2nd, 3rd and 4th
party hereto respectively with the said and intent that
the said divided portion being lot No. C shall be held
and enjoyed by the fifth party hereto in severalty and
absolutely in lieu of his 1/5th share of said in the
entirety of the said land hereditaments and premises no.
54-A, Esam Road, fully described in schedule I hereunder
TO HAVE AND TO HOLD the said portion of the said
premises hereby granted and conveyed to THE USE OF
the said fifth party hereto in severalty and absolutely
and for ever.

AND THIS INDENTURE FURTHER WITNESSETH that

in pursuance of the said agreements and in consideration
of the said premises assurances, assignments and releases
herein contained they & the parties hereto of the 1st, 2nd,
3rd, and 5th part respectively according to their respective
xx shares and interests do and each of them doth hereby -
release grant convey transfer and assign unto Mihir Kumar
Dey the party hereto of the 4th part absolutely and for
ever free from all encumbrances but subject to the charge
for the amount in his 1/5th share of monthly maintenance
in favour of Kanaklata Dey the party hereto of the 6th
part and subject also to the monthly tenancy right of
Messrs United Organisation all that the undivided share
and interest of the parties hereto of the 1st, 2nd, 3rd, and
5th part in ALL THAT the brick built messuage tenement being
the

the Eastern Portion of the ground floor of the dwelling house being Lot "D" fully described in Part IV of the Schedule II hereunder written and shown and delineated and coloured violet in the map or plan hereto annexed and marked X TOGETHER WITH the land lying underneath the structure thereof as common area with party hereto of the 1st party and TOGETHER WITH the right of passage with or without vehicles over the common passage coloured yellow and marked G in the map or plan annexed hereto and the right of user of the common drain and water and electric connections in common with owners of other Lot A, B, C and E and TOGETHER WITH all manner of rights liberties privileges easements whatsoever existing and being in and upon or belonging to or anyway appertaining to the said portion of the said premises and every part thereof or therein which are now or at any time or times herein - before were or was occupied enjoyed or accepted reputed deemed taken or known as part and parcel or member thereof and all the estate right title and interest property claim or demand whatsoever of the said 1st, 2nd, 3rd, and 5th party hereto respectively with the end and intent that the said divided portion of the said premises being lot No. D shall be held and enjoyed by the 4th party hereto in severalty and absolutely in lieu of the undivided 1/5th share or interest of and in the entirety of and in the land hereditaments and premises fully mentioned and described in the Schedule I hereunder TO HAVE AND TO HOLD the said divided portion of the said hereditaments and premises hereby granted and conveyed anywise assured or so intended TO BE UNTO AND TO THE USE OF the 4th party absolutely and for ever.

AND

(15/4/81) -: 18 :-

AND THIS INDENTURE FURTHER WITNESSETH that

in pursuance of the said agreement and in consideration of the said promises assurances assignments and releases herein contained they the said parties hereto of the 1st, 2nd, 4th and 5th part respectively according to their respective shares and interest do and each of them doth hereby release grant convey and transfer and assign unto the said Prodyot Kumar Dey the party hereto of the 3rd part absolutely and for ever and free from all encumbrances but subject to the charge for the amount in this share of the monthly maintenance in favour of the said Kanaklata Dey the party hereto of the 5th part as hereinbefore mentioned and agreed upon and subject also the monthly tenancy right of R.P. Sahany ALL THAT THE UNDIVIDED share and interest of the parties hereto of the 1st, 2nd, 4th and 5th part in all that the brick built messuage tenement being the Western Ground floor portion of the said premises and dwelling house described in part V of the Schedule II hereunder written being Lot E and shown and delineated and coloured green in the map or plan annexed hereto - and marked X TOGETHER WITH the land lying under the structure thereof as common area with party hereto of the 5th part AND TOGETHER WITH the right of passage with or without vehicle over the common passage coloured orange and marked F and the right of user of the common drain and water and electric connections in common with owners of other Lots A, B, C & D AND TOGETHER WITH all manner or rights liberties privileges easements whatsoever standing

(1915/16) - 19 1-87

standing and being in or upon or belonging to or
anywise appertaining to the said portion of the
said premises and every part thereof or therein what-
soever and appertaining to the said portion of the said
premises and every part thereof or therein which are now
existing and being in or upon or belong to or anywise and
are now or at any time or times herein before were or was
occupied enjoyed or accepted reputed deemed taken or
known as part and parcel or member thereof and all the
estate right title and interest property claim or
demand whatsoever of the said 1st, 2nd, 4th and 5th parties
hereto respectively with the end and intent that the said
divided portion of the said premises being Lot B shall be
held and enjoyed by the 3rd party hereto in severalty and
absolutely in lieu of his undivided 1/5th share and interest
of and in the entirety of and in the land hereditaments and
premises fully mentioned and described in the Schedule I hereunder
under TO HAVE AND TO HOLD the said divided portion of the said
hereditaments and premises hereby granted and conveyed or
anywise assured or intended so TO BE UNTO AND TO THE USE OF
the said party thereto of the 3rd part absolutely and for
ever AND IT IS HEREBY AGREED between the parties hereto
of the 1st, 2nd, 3rd, 4th and 5th part that each of them
is entitled to improve, build and or take separate electric
drain and water connections to or in each of their -
respective allotted portions of the dwelling house from
the date of execution of this Deed of partition and for
all or any of the said purposes dig open the common -
passage and / or raise scaffolding and stack building

Contd.....

materials on the common passage for a reasonable period of time WITHOUT CAUSING inconvenience to the free passage of the other Parties hereto at any time for repair works or improvement, addition or alteration of, in or to their respective portions hereby allotted and none of the parties hereto shall claim in future, benefit for improvement additions, alterations or new connections of drain electricity or water, so effected by any one or more of the parties hereto on his or their allotted portions AND IT IS HEREBY AGREED by and between parties hereto of the 1st, 3rd, 4th and 5th part that each of the said parties shall be entitled to rest their beams and rafters on the common walls shown by RED hatched lines in the map or plan hereto annexed and marked I and that in case any repair is required to be made to the said walls the same shall be at the joint expenses of the parties between whose allotments the same wall is reserved as common wall provided that none of the parties hereto of the 1st, 3rd, 4th and 5th part shall do or allow any one to cause any one to damage to the portion or the said messuage building and premises in their respective and divided allotments or any other part or parts of the same or any annoyance to the other party or parties hereto or persons occupying the portion of their allotments whereby the security of other portion of the said entire building and premises or any part thereof - adjoining or above or below thereto may be in any part thereof adjoining or above or below thereto may be in any way affected and each party indemnifies the other parties against all losses which any other party may suffer or be affected due to omission or commission in this respect .

PROVIDED

(21st page) - 21 -

PROVIDED always that if any of the parties hereto of the 1st, 2nd, 3rd, 4th and 5th part intends to sell or dispose of his divided portion of the said premises he or they shall give a previous two month's notice to the other party or parties intimating his intention to do so and in case any one or more of the other parties desires or desires to purchase the same at marketable or agreed price the party intending to sell his divided portion shall not sell the same to any outsider or stranger and shall convey his divided portion to such party or parties hereto.

AND IT IS ALSO AGREED BY AND BETWEEN THE PARTIES:

that the stair-case leading to the first floor with the approaches landing with the electrical equipments shall remain common between party hereto of the 1st part and of the 5th part and each of the parties hereto of the 1st, 2nd, 3rd, 4th and 5th part hereby covenants that each of them will pay to the 1st party proportionate share of taxes increased taxes or any other kind or imposition by the Government or any local authority which has been already made in respect of the said premises no. 54-A, Hazra Road, but not notified or which may be made in future and payable for the divided portion of the said premises allotted to each of them in advance till separation of the Municipal number of the premises and apportionment thereof Each of the parties hereto of 1st, 2nd, 3rd, 4th and 5th parties covenant with the other or others of them in the manner following that is to say that notwithstanding any act deed or thing by the 1st, 2nd, 3rd, 4th and 5th parties thereto respectively done executed

OF

(22nd page)

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or knowingly suffered to the contrary each of them now hath good right to grant transfer and convey and release their respective undivided shares of the said hereditaments and premises unto and TO THE USE OF and in the manner aforesaid and the said respective undivided shares of the said hereditaments and premises should go and remain to the use hereinbefore declared concerning the same respectively and shall from time to time and at all times peaceably and quietly possess and enjoy the said premises and realise and received the rents issues and profits thereof respectively without any lawful eviction whatsoever and free from all encumbrances made or suffered by each of them other then mentioned hereinbefore and the said parties hereto of the 1st, 2nd, 3rd, 4th and 5th part respectively do and each of them doth hereby according to their respective shares or interest further covenant to execute or cause to be executed or done all such acts and things for more perfectly assuring the said respective portions of the said land hereditaments and ~~xxx~~ premises as may be reasonably required.

It is HEREBY AGREED THAT the strip of land marked as F and coloured Orange as common passage be used by the parties hereto of the 2nd and 3rd parties only as common passages and strip of land marked G and coloured Yellow as common passage by used by the parties hereto of 1st, 3rd, 4th and 5th parties respectively for egress and ingress from and to their respective portions hereby allotted and shall ever remain open to the sky and no one will be entitled to close

the

(23rd page) - 23 -
67

the said passage or build any structure thereon in any manner obstructing the same in any way. It is hereby further agreed that they shall within one and half year but in any case not exceeding two years from the date of the execution of this deed demarcate to separate their respective shares as allotted to them and herein mentioned and agree and undertake to vacate and shift themselves to their respective portions allotted to their shares failing which the party who shall make default in vacating the portion allotted to the other party or parties at the expiry of two years from the date of this deed of Partition shall be liable to legal action for vacating .

IT IS FURTHER AGREED by and between the parties that the Executors and Executrix party hereto of the 7th (Seventh) part at the request of all the parties shall continue and function as Executors for one and half years from the date of execution of this Deed of Partition mainly to liquidate accumulated old Municipal Taxes of premises No. 54-A, Hazra Road, Calcutta. During this one and half year, the Executors shall collect the existing rents to liquidate Arrear Municipal Taxes with interest together with supplementary Tax Bills that may come and Wealth Tax, income tax dues, if any that may be imposed or any lawful debts, interests dues incurred prior to this Deed of Partition from the said income to be derived from the existing rents provided
that

That fifty per cent of the existing monthly rents when collected shall be paid to parties hereto of second, third and fourth parts according to rents of their respective portions. Further it is agreed that the Executors shall realize old dues and claims if any that may become due prior to this Deed of Partition. In any case the Executors and Executrix shall cease to function and relinquish their office and apply for getting discharge certificate from the appropriate court on the expiry of one and half year from the date of this Deed of Partition and the aforesaid arrears taxes and other liabilities if any or/and whatever remain due after the Executors and Executrix have left their office shall be paid in equal shares by all the parties hereto of 1st, 2nd, 3rd, 4th and 5th parts to the first party as hereinbefore mentioned.

IT IS FURTHER agreed that during the period the Executors shall function they shall maintain the common portions including pump, electric, water and sanitary arrangements and other important measures for the security of all the parties from the aforementioned income of fifty percent of existing rents.

It is further agreed that the Executors during their period of office within this one and half year from the date of this Deed of partition shall not claim any rents exceeding fifty percent of the existing rents and shall not claim all enhancements of rents or collection of rents from new tenants by addition and alteration made by any of the parties in their respective portions.

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(25, 1/4 1980) -: 25 :-

The Executors shall ⁵⁷ submit Accounts to all the parties of receipts and expenditures during their period office of one and half year from the date of this Deed of Partition and shall return the balance in hand or in the Bank if any at to all the parties hereto of the 1st, 2nd, 3rd, 4th and 5th parts equally on their ~~making~~ relinquishing the Office.

Further it is agreed by and between the parties hereto of 1st, 2nd, 3rd, 4th and 5th parts that current Municipal taxes shall be paid in equal shares by them to party hereto of the 1st part for payment to corporation of Calcutta for one and half year from this date of the Deed of Partition but shall pay proportionate share of Taxes after the expire of one and half year to the 1st party as mentioned herein - before till Mutation with separate number of the premises and apportionment thereof is made by Corporation of Calcutta.

The parties hereto of the 1st, 2nd, 3rd, 4th and 5th parts have examined Accounts made by the Executors and checked up cash balance and bank balance of the Executors upto this date of this Deed of Partition and they are satisfied about the Correctness and renounce any claims or demand against the Executors and Executrix the party hereto of the 7th part.

SCHEDULES.....

(26th Page)

-: 26 :-

SCHEDULE - 'I'

ALL THAT the two storied brick built measuring
tenement and dwelling house TOGETHER WITH the land there-
unto belonging whereon or on part whereof the same is built
and measuring by estimation 10 Cottahs 15 Chittacks more
or less but on actual measuring found 8 Cottahs 3 Chittacks
more or less situate lying at and being premises no. 54-A,
Hazra Road formerly portion of 54 Hazra Road, within
Division VI, , Sub-Division C, Holding No. Part of 76-A & 74
of the 24-Parganas Collectorate within P.S. Ballygunge and
bitted and bounded as follows :

NORTH : By Hazra Road ;
SOUTH : By 37, Garcha Road;
WEST : By 54-A, Hazra Road;
EAST : By Partly by 53/2/4B, Hazra Road and
partly by 53/2/4-A, Hazra Road.

SCHEDULE II

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(29/5/2014)

27

SCHEDULE II

(Part - 1)

ALL THAT the piece and Parcel of land measuring 1300 square feet more or less together with one storied Masonary structure thereon leased out to H.C. Agarwal situate lying at and being portion of premises no. 54-A, Hazra Road, shown depicted delineated and coloured RED and marked "A" in map or plan annexed and marked "X" within Division VI, Sub-division O, Holding Part of No. 76A, and 74 of the 24-Parganas Collectorate within P.S. Ballygunge, District : 24-Parganas and butted and bounded as follows :

ON THE NORTH : By Hazra Road;
ON THE SOUTH : By Common passage ;
ON THE EAST : By Common passage ;
ON THE WEST : By common passage.

PART - II

AND THAT the first floor flat on the eastern portion of the existing two storied building and dwelling house and premises No. 54-A, Hazra Road, as shown depicted, delineated and coloured Mashrooms and marked 'B' in the map or plan annexed marked "X" and consisting of 3 rooms Corriore 5 Bath rooms two storied pucca garage structure with land under the ground floor, as common area situated within Division VI, Sub-Division O, Holding No. Partly 76A , and 74 , within P.S. Ballygunge, District:24-Parganas and comprising land measuring 1300 Square feet and common

SIXS

(28/1/50) - 28 - 2
area with Lot D and 240^{sq} x Sq. ft. beyond the same.

PART - III

ALL THAT the first floor flat on the Western portion of the existing two storied building and dwelling house and premises No. 54A, Hazra Road, as shown depicted, delineated and coloured Blue and marked "C" in the map or plan marked "X" situate and lying within Division VI, Sub-Division "O" Holding No. Partly 76A and 74 within P.S. Ballygunge, Dist. : 24-Parganas consisting of 3 rooms corridor and bath room and Verandah on the north with (common area of land measuring 1300 square feet under the ground floor) and 40 Square feet beyond the same.

PART - IV

ALL THAT the ground floor flat on the Eastern portion of the existing two storied building dwelling house and premises No. 54A, Hazra Road as shown depicted delineated and coloured violet marked "D" on the map or plan marked "X" within Division VI Sub-Division O, Holding no. Partly 76A, and 74 within P.S. Ballygunge District : 24-Parganas consisting of 3 rooms corridors one bath room with land under the same measuring 1370 square feet as common area with Lot "B".

PART - V.

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PART - Y

ALL THAT the ground floor flat on the Western portion of the existing two storied building dwelling house and premises no 54A, Hazra Road as shown depicted delineated and shown green and marked "E" on the or plan marked "X" within Division VI, Sub-Division O, Holding No. Partly 76A and 7B within P.S. Ballygunge District : 24-Parganas consisting of two and a half rooms corridors one bath room with land under the same measuring 1350 square feet as common with lot 'C' .

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(30th page) - 20 - 9

IN WITNESS WHEREOF the parties hereto and the Executors and Executrix have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED at Calcutta in the presence of :

1. sd - Sushil Kumar Dey, 54/1/1 Hazra Road Cal - 19
2. sd - Asok Kumar Dey, 54/1/2 Hazra Road Cal - 19

sd. Ajit Kumar Dey

Signature of the 1st Party

sd. Sisir Kumar Dey

Signature of the 2nd Party

sd. Prodyut Kumar Dey

Signature of the 3rd Party

sd. Mihir Kumar Dey

Signature of the 4th Party

sd. Jagat Kumar Dey

Signature of the 5th Party

sd. 35/1-26/26/19/19/24

Signature of the 6th Party

sd. Ajit Kumar Dey

sd. Sisir Kumar Dey

sd. 35/1-26/26/19/19/24

Signatures of :- Executors and Executrix the hereto of the 7th Part.

Serial no 13486 sold to Ajit Kr. Dey & ors of
54A Hazra Rd. Ballygunge Cal-19 Calcutta Collectorate
Treasury dt. 18/2/1981 sd- illegible Treasurer IC 3000/-

IC 150/- IC 20/- IC 2/- IC 1/- = 1373/- serial no
13486 sold to Ajit Kr. Dey & ors of 54A Hazra
Rd Ballygunge Cal-19 Calcutta Collectorate -
Treasury dt. 18/2/1981 sd- illegible Treasurer

IC 3000/- IC 150/- IC 20/- IC 2/- IC 1/-
= 1373/- serial no 13486 sold to Ajit Kr. Dey

& ors of 54A Hazra Rd. Ballygunge Cal-19
Calcutta Collectorate Treasury dt. 18/2/1981 sd.

illegible Treasurer IC 3000/- IC 150/- IC 20/- IC 2/-
IC 1/- = 3173/- serial no 13486 sold to Ajit

Kr. Dey & ors of 54A Hazra Rd Ballygunge
Cal-19 Calcutta Collectorate Treasury dt. 18.

2. 1981 sd. illegible Treasurer IC 3000/- IC
150/- IC 20/- IC 2/- IC 1/- = 3173/-

Serial no 13486 sold to Ajit Kr. Dey
& ors. of 54A Hazra Rd. Ballygunge

Cal-19 Calcutta Collectorate Treasury dt.

18. 2. 1981 sd. illegible

Treasurer 10 3000/- 10 150/- 10 20/-

10 20/- 10 10/- = 3173/- = THE COPY

Copied by
S. Ananta, K. Pramanik
12.6.81

S. Ananta, K. Pramanik
12.6.81

Read by
S. Sushil Datta
12.6.81

Copy by
S. Tamaraiah muthyasa
12.6.81

Copy copied by
Arati Paul
23.12.81

Copy read by
A. S. Jha
23.12.81

Copy copy by
Basanti Basak
23.12.81

certified to be a
True copy


The Registrar, Noida
23.12.81



PROVET. (Amal Kumar Das)

HIGH COURT FORM No. (J) 53.
GRANT OF PROBATE OF WILL (1).



[Section 289 of the Indian Succession Act, 1925.]

At 24. Parganas
In the Court of the District Delegate at Sec 4, 1969
ACJ-29 Case No. 1202-1968
I. S. N. Ghosh, District Delegate, 24-Parganas, Sec 4, 1969

(1) Judge of the District of ... appointed for granting Probate or Letters of Administration in (here insert the limits of the District's jurisdiction.)

hereby make known that on the 7th day of March, the last Will of Amal Kumar Das, late of 54A, Home Road, P.S. Adhyapara, Sec 24-Parganas, a copy whereof is hereunto annexed, was proved and registered before me, and that administration of the property and credits of the said deceased, and in any way concerning his Will, was granted to (1) Ajit Kumar Das (2) Sisir Kumar Das and (3) Jm. Karakata Das

the Executor in the said Will named, (he) having undertaken to administer the same, and to make a full and true inventory of the said property and credits, and exhibit the same in this Court within six months from the date of this grant or within such further time as the Court may from time to time appoint and also to render to this Court a true account of the said property and credits within one year from the same date or within such further time as the Court may from time to time appoint.

Granted this 21st day of April in the year 1969. under the seal of the Court.



Judge or District Delegate

Net value of assets a few
C.M. value in report Rs 80935/-
Probate is issued on a Court fee
stamp of Rs 2640/-

[Handwritten signature]

prohito-Verlaine
By [unclear] 1/15/88
9/15/88



FILED
U.S. DISTRICT COURT
DISTRICT OF COLUMBIA
JAN 15 1888

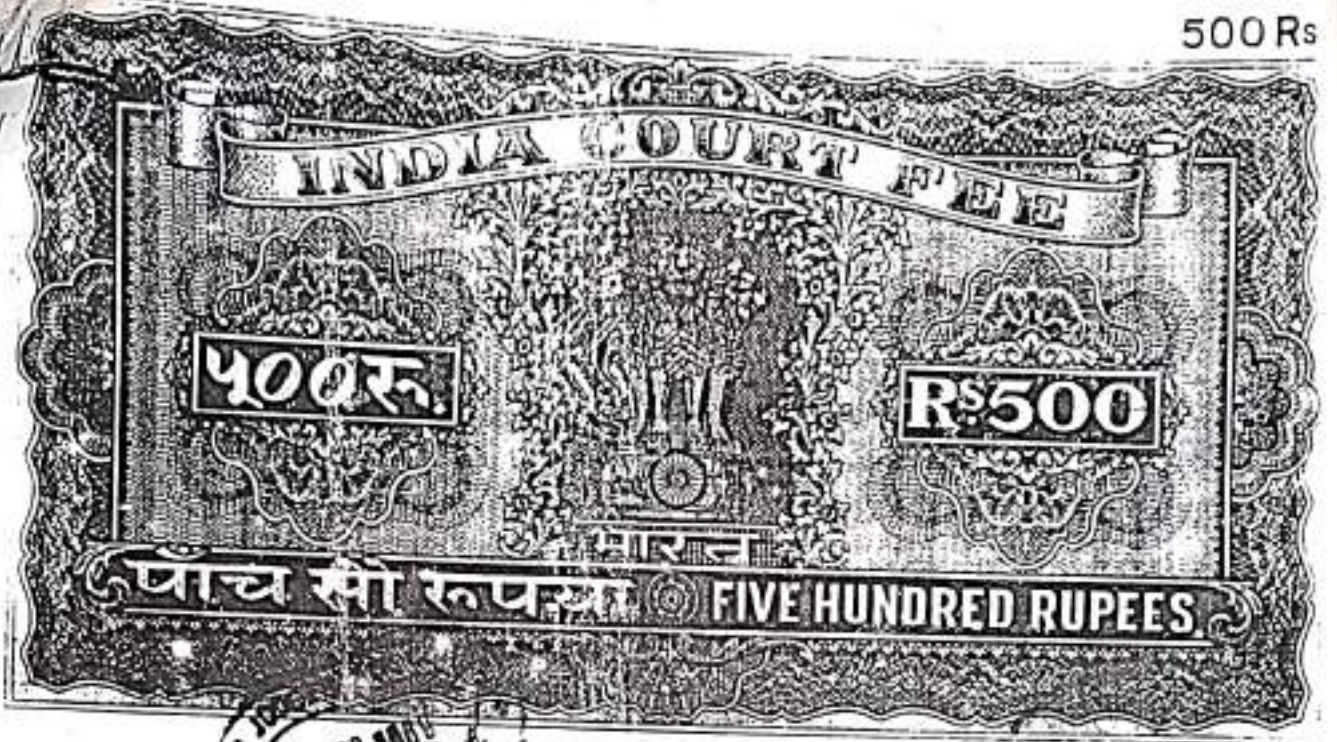
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THIS IS TO CERTIFY THAT...

the

of the

500 Rs



SUB JUDGE
24 APR 1915
24-PANAMA



74

24 APR 1915

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Dated 24. Panama

In the Court of the Sub-Judge at Panama 1915
No. 1202-1915

Plaintiff: - Shri. K. K. K. K. K. K.

- Defendants: -
- (1) Shri. K. K. K. K. K.
 - (2) Shri. K. K. K. K. K.
 - and
 - (3) Shri. K. K. K. K. K.



In witness whereof

Sub-Judge
24-Panama
1915
455

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