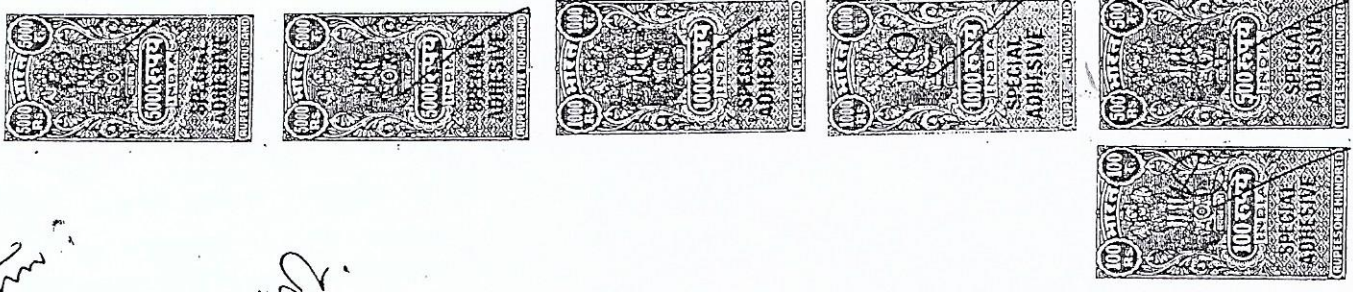


P 569.8

L - 4088



12500  
274897  
M.V. 00001  
59,78, m/f + 59,78, m/f.

under Regn. Rule  
only under the India  
Stamp Act 1899 as amended by  
Act XI of 1902 and Section 31  
of the Finance Improvement  
Act 1911 under LA No 45 & 4  
Stamp Duty paid under  
the Stamp Act 1899 as  
amended in 1902 by  
Section 31 of the  
Finance Improvement Act 1911  
Total Rs. 29900.

STAMP AFFIXED BY  
SP 25/10/2000  
STAMP SUPERINTENDENT  
GABUTTA COLLECTORATE  
B.D = 17, 290  
R.F = 38, 236

A-274897  
E 74  
274967

ADDL. DIST. SUB-REGISTRAR.  
SMITH 24 PARGANAS  
30.10.2000  
DEED OF PARTITION

Dist. Sub-Registrar  
Alipore South 24 Pn  
30.10.2000

THIS DEED OF PARTITION is made on this .27th.  
the day of October..... Two Thousand BETWEEN

- (1) SMT. GITA ACHARYA wife of Late Pannalal Acharya by faith Hindu, by occupation Service (retired) (2) SRI SANKARLAL ACHARYA son of Late Dr. Tinkari Acharya by faith Hindu by occupation Retired Government Servent,
- (3) SMT. SUNILA ACHARYA daughter of Late Dr. Tinkari

38,236  
M.V. No 2408  
30.10.2000

Dist. Sub-Registrar  
Alipore South 24 Pn  
30.10.2000



Presented for Registration  
 12-0 A.M. P.M on the 27th  
 day of Oct 2000 at the  
 Addl. Dist. Sub-Registrar Office  
 at Alipore, South 2-Parganas.  
 By Gita Acharya  
 Claimant/one of the executant/  
 claimant Agent for  
 ..... under a power  
 Attorney No. .... for 20.....  
 Authorized by the  
 Registrar of Assurances

27 OCT 2000

It is hereby admitted  
 (1) Gita Acharya w/o A  
 Panna Lal Acharya (2)  
 Sankar Lal Acharya Sibal

(3) Surita Acharya w/o A  
 Tin Kar Acharya of 18/43 cover  
 lane Thana Govahat (4) Sarda  
 Chakrabarty w/o Jayanta  
 By S. S. Hindu Muslim  
 By Profession.

Chakrabarty of Shyamkali PS  
 Shantini Kanan (5) Sujata Bhattacharya  
 w/o D. P. Bhattacharya (6) Prabal  
 Kumar Choudhury Sibal Pradyot Va  
 Choudhury of 26 Jatin Bagchi Road  
 (7) Subhas Ray AS constituted attorney  
 of Prasanta Choudhury 2 Pralina  
 Sanyal is admitted by him  
 I identified by

Akhil K. Acharya  
 Son/Wife of.....  
 of.....  
 Th. na.....  
 Dist.....  
 By Caste Hindu Muslim  
 By Profession. A.D.V.

27 OCT 2000

Gita Acharya



6697

Acharya



6698

Sankar Lal Acharya



6699

Sarda Acharya

Acharya me  
 Acharya Kumar Bagchi  
 Acharya  
 Acharya  
 Acharya

Acharya, by faith Hindu, by occupation Teacher (Retired) all of 18/43, Dover Lane, Police Station Gariahat, Calcutta - 700029, hereinafter collectively called and referred to as the FIRST PARTY (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

A N D

- (1) SMT. SHANTA CHAKRABORTY wife of Jayanto Chakraborty by faith Hindu, by occupation Service of "Shyam Bati" P.O. and P.S. Shantiniketan, District : Birbhum Pin 731 235, (2) SRI PRASANTO CHOWDHURY son of Late Pradyout Kumar Choudhury by faith Hindu, by occupation - Service, (3) SMT. SUJATA BHATTACHARJEE wife of Sri D.P. Bhattacharjee by faith Hindu by occupation Service (4) PRABAL KUMAR CHOUDHURY, son of Late Pradyout Kumar Choudhury by faith Hindu, by occupation Service, all residing at 26, Jatin Bagchi Road, P.S. Lake, Calcutta - 700029, (5) SMT. PRATIMA SANYAL wife of Late Nitish Kumar Sanyal, by faith Hindu, by occupation Housewife, residing at 3D/4



6700

Shenla Bhattacharya



6701

Sujata Bhattacharya



6702

Prabal Kumar Choudhury



6703

Sesha Roy

As constituted during  
for Prasenjit Pradhan  
and Pratima Senyal



22 OCT 2000

Prasenjit Pradhan  
Prasenjit Pradhan  
Prasenjit Pradhan  
Prasenjit Pradhan  
Prasenjit Pradhan

Vijoy Vihar, Sion, Trombay Road, Chembur, Mumbai -  
400071, hereinafter collectively called and referred  
to as the SECOND PARTY (which expression shall unless  
excluded by or repugnant to the context or subject be  
deemed to mean and include their respective heirs,  
executors, administrators, legal representatives and  
assigns of the OTHER PART).

WHEREAS Dr. Tinkari Acharya, Since deceased,  
purchased the piece and parcel of land being plot No.  
43 and 44 in the Development Scheme of the Premises  
No. 18, Dover Lane as prepared by Messers Talbot and  
Company and containing an area of 5 cottahs 15  
chittaks and 11 sq.ft. more or less formed out of the  
said premises no. 18, Dover Lane (formerly No. 47/3  
and 47/4, Gariahat Road and Premises theretofore Nos.  
2 and 2/1, Dover Lane) within the Municipal Limits of  
Registrar of Assurance, Calcutta, sub-registry office  
formerly Sealdah, now Alipore P.S. Ballygunge, now  
Gariahat, Dihi-Panchannagram, Division VI,  
Sub-Division - P, Mouza - Ballygunge, and comprised in  
Holdig No. 376 (formerly No. 239), District South 24  
Parganas from William Requinald Tapper, Administrator  
to the Estate of Larr Lazarous Phillips under and by

virtue of a Deed of Conveyance which was registered in the Office of Sub-Registrar at Sealdah, vide its Book No. I, Volume No. 33, Pages 231 to 241, Being No. 1860 for the year 1938 and took the physical possession therein.

AND WHEREAS while thus seized and possessed of the said land and premises absolutely and free from all encumbrances by erecting a building and a garage the said Dr. Tinkari Acharya mutated his name in the records of the Calcutta Municipal Corporation and the said land and premises no. 18, Dover Lane, were subsequently separately assessed and numbered as premises no. 18/43, Containing an area of land measuring about 3 cottahs 13 chittaks and 11 sq.ft. together with a two storied building and premises no. 18/44, Dover Lane, Containing an area about 2 cottah 2 chittaks of vacant land together with a garage.

AND WHEREAS the said Tinkari Acharya while thus seized and possessed of and/or otherwise well and sufficiently entitled to the said land, building and premises died intestate on the 26th day of April, 1970

leaving behind him, surviving at the time of his death, his two sons, namely Sri Pannalal Acharya and Sri Shankarlal Acharya respectively and four daughters namely Smt. Sovana Bakshi (nee Acharya), Smt. Surekha Choudhury (nee Acharya) Smt. Sunila Acharya and Smt. Pratima Sanyal (nee Acharya) respectively, his wife being predeceased him on the 17th day of November, 1959.

AND WHEREAS after the demise of the said Tinkari Acharya, as per provision of law of Hindu succession, all the rights, title and interest of the said Tinkari Acharya, since deceased in the said two properties automatically devolved upon his said heirs jointly and each of them thus acquired undivided 1/6th share of the said properties.

AND WHEREAS the said Pannalal Acharya, who was issueless, died intestate leaving behind his wife Smt. Gita Acharya as his only heir, legatee and/or Successor, who being the only heir of the said Pannalal Acharya, since deceased, thus, acquired his undivided 1/6th share in the said two premises i.e. 18/43 and 18/44, Dover Lane, Calcutta - 700029.

AND WHEREAS the said Smt. Sovana Bakshi (nee Acharya) died intestate on 6.9.1997 whose husband predeceased her, leaving behind her only daughter Smt. Shanta Chakraborty as her only heir, legatee and/or successor, who being the only daughter of Smt. Sovana Bakshi, since deceased, thus acquired her undivided 1/6th share in the said properties i.e. in the said two premises.

AND WHEREAS the said Smt. Surekha Choudhury (nee Acharya) died intestate on 8.9.1999 whose husband predeceased her, leaving behind her one daughter Smt. Sujata Bhattacharjee and two sons Sri Prasanta Choudhury and Sri Prabal Choudhury as her only heirs, legatees and/or successors and they being the only heirs of Smt. Surekha Choudhury, since deceased, thus jointly acquired her undivided 1/6th share in the said properties i.e. in the said two premises.

AND WHEREAS with a view to develop the premises no. 18/44, Dover Lane, by constructing a building thereat, the parties herein applied for and got a plan sanctioned by the Calcutta Municipal Corporation vide plan no. 147 dated 25.01.97 and subsequently they constructed a Ground plus three



storied building by appointing Sri Sekhar Roy as developer/promoter in terms of a development Agreement dated 17th May, 1996.

AND WHEREAS the parties of the one and other part being the absolute and bonafide owners by virtue of inheritance and while they seized and possessed of the above two premises jointly, it is found inconvenient in enjoyment of two premises jointly and felt expedient to make the said two premises partitioned for convenient use and enjoyment and thereby it is settled amongst the parties of the ONE AND OTHER PART that premises No. 18/43, Dover Lane shall be held and enjoyed by the party of the ONE PART AND the Premises no. 18/44, Dover Lane together with three car parking spaces shall be held and enjoyed by the party of the OTHER PART.

AND WHEREAS for more convenient and exclusive possession and better use, occupation and enjoyment of the divided portion and to avoid future dispute and complication it is amicably settled, agreed and decided amongst the first party and the Second Party herein that the premises no. 18/43, together with a building and other easement right and also a car

parking space (7.5 ft x 14ft) space situated at 18/44, Dover Lane, shall be enjoyed and occupied by the first party herein exclusively and absolutely as their own property in lieu of their shares in premises number 18/44, Dover Lane AND simultaneously the premises number 18/44, Dover Lane together with 3 numbers of garages and easements thereto shall be held, enjoyed and occupied by the Second Party herein exclusively and absolutely as their own property in lieu of their shares in premises no. 18/43, Dover Lane, Calcutta - 700029, P.S. Gariahat.

NOW THIS INDENTURE WITNESSETH :

That in pursuance of the said Agreement and mutual covenant of the absolute ownership acquired by the parties herein in respect of the allotments hereunder made under and by virtue of mutual transfers and releases hereunder effected; the first party herein and hereunder collectively grant, convey, transfer, assure, assign, confirm and release unto the Second Party, ALL THAT right, title and interest, claim, demand whatsoever or howsoever unto and over the land, premises and structure lying and situate at premises number 18/44, Dover Lane, Calcutta 700029, as set forth in the Schedule 'C' hereunder mentioned

except one car parking space measuring (7.5 ft x 14ft) situated there, together with all areas, drains, water courses, lights, liberties, privileges, easements, appendages and appurtenances whatsoever so as to constitute the second party as the sole, absolute and beneficial owner collectively in respect of the property comprised in the Schedule 'C' hereunder mentioned which is freed and discharged from all rights in common and all claims, demands whatsoever of the parties of the First Part i.e. Smt. Gita Acharya, Sri Sankarlal Acharya and Smt. Sunila Acharya.

AND THE party of the Second part have the right to hold the same absolutely and for ever in fee simple and in severally against the first party herein.

AND THAT in pursuance of the said Agreement and mutual covenant of absolute ownership acquired by the parties in respect of the allotments hereunder made under and by virtue of mutual transfer and release hereunder effected, the Second Party herein and hereunder collectively grant, convey, transfer, assure, assign, confirm and release unto the first party ALL THAT right, title and interest, claim, demand whatsoever and howsoever unto and over the land

and/or building and premises lying and situate at 18/43, Dover Lane, along with one car parking space lying and situate and situate at 18/44, Dover Lane, Calcutta - 29, as set forth in the Schedule 'B' hereunder mentioned together with all areas, swears, lights, water, water courses, liberties, previleges, easements, appendages and appurtenances whatsoever so as to constitute the First Party as the sole, absolute and bonafide owners collectively of the property comprised in the schedule 'B' hereunder which is freed and discharged from all rights in common and all claim, demand, whatsoever of the second party i.e. Smt. Shanta Chakraborty, Sri Prasanta Kumar Choudhury, Smt. Sujata Bhattacharjee, Sri Prabal Kumar Choudhury and Smt. Pratima Sanyal, and First Party will have the right to hold and possess the same absolutely for ever in fee simple and in severally against second party herein.

AND THIS INDENTURE FURTHER MORE WITNESSETH AS

FOLLOWS :-

That Sri Sankarlal Acharya, a member of the First Party, shall have the custody and possession of the all documents of title in respect of the above two premises including the Deed of Partition and will at the request and cost of the other parties herein or

C 1488  
// 11 //

their heirs, successors and assigns produce or cause to be produced all or any of them for inspection and/or any other purpose /purposes and unless prevented by fire or any other accident keeps them safe, unobliterated and un-cancelled.

That no party shall be entitled to any easement or quasieasement over the respective allotments (except as stated hereinabove) hereunder made to other parties which are all hereby extinguished.

That the Parties shall enter upon their respective allotments and hold, possess and enjoy the same in severalty absolutely against each other without any claim, demand or interruption whatsoever.

That each party shall at the request and cost of the other party do, execute and perform or cause to be done, executed and performed all and every such acts, deeds, matters, things or writings whatsoever as may be required for betterment and for more perfectly assuring the allotments hereunder made or for rectification of any error or commission.

contd...12.

That the Parties shall not challenge or re-open this partition under any circumstances by reason of any error or commission whatsoever.

None of the parties shall have right of pre-emption over the properties being partitioned and such right of pre-emption stands extinguished.

SCHEDULE 'A' ABOVE REFERRED TO

- 1) (All that piece and parcel of land and premises measuring an area of 3 cottahs 13 chittaks and 11 Sq.ft. (total land area 2756 Sq.ft.) more or less together with a 62 years old two storied building covering an area of 900 Sq.ft. in each floor and other easement rights thereto lying at premises No. 18/43, Dover Lane, Calcutta - 700029, P.S. Gariahat within the Municipal Ward No. 86 and two rooms measuring about 400 Sq.ft. in the ground floor has been permitted to one Mr. C.K. Jain as a Licensee.

2) AND ALL THAT piece and parcel of land and premises containing an area of 2 cottahs and 2 chittaks together with a G+3 storied New Building having total floor area of 2250 square feet (750 sq.ft. in each floor) with Car parking space measuring an area of 400 sq.ft. on the ground floor together with all easement right there to lying and situated at the premises No. 18/44, Dover Lane, within Municipal Ward No. 86, P.S. Gariahat, Calcutta - 700 029, being butted and bounded within the same compound in the manner as follows :-

ON THE NORTH : By Plot No. 42 of the Development Scheme.

ON THE SOUTH : By Plot No. 45 of the said Development Scheme. ✓

ON THE EAST : By 16/S, Dover Lane.

ON THE WEST : By 40'ft wide Road.

SCHEDULE 'B' ABOVE REFERRED TO :

(Allotted portion of the First Party).

Valued at Rs. 25,00,000/- approximately.

All that piece and parcel of land and premises containing an area of 3 cottahs, 13 chittaks 11 square feet land be the same a little more or less together with a 62 years old two storied building measuring about 900 sq.ft. in each floor with all easement rights thereto lying and situated at Premises no. 18/43, Dover Lane, within Calcutta Municipal Corporation Ward No. 86, Police Station Gariahat, Calcutta - 700029, together with a Car Parking space measuring about 100 sq.ft. in the New Building at 18/44, Dover Lane, Calcutta - 700029, P.S. Gariahat, as shown in the map/plan which is BORDERED with GREEN COLOUR and which is annexed hereto and being butted and bounded in the manner as follows :-

ON THE NORTH : Plot No. 42 of the Development Scheme.

ON THE SOUTH : Premises No. 18/44, Dover Lane.

ON THE EAST : 16M, Dover Lane,

ON THE WEST : 40'ft wide Road.



SCHEDULE 'C' ABOVE REFERRED TO

(Allotted portion of the Second Party)

Valued at Rs. 25,00,000/- approximately.

ALL THAT piece and parcel of land and premises measuring an area about 2 cottah 2 chittaks be the same a little more or less together with Ground + 3 storied New Building (Total floor area of about 2250 sq.ft. along with Car Parking space measuring about 400 sq.ft. (out of which one car parking space measuring about 100 sq.ft. is the allotted share of the First Party) with all easement right thereto lying and situated at premises No. 18/44, Dover Lane within Calcutta Municipal Corporation and Ward No. 86, Police Station Gariahat, Calcutta - 700029 and shown in the map/plan which is BORDERED with RED colour annexed hereto and being butted and bounded in the manner as follows :-

ON THE NORTH : Premises No. 18/43, Dover Lane.

ON THE SOUTH : By Plot no 45 of the Development Scheme

ON THE EAST : 16/S Dover Lane.

ON THE WEST : 40'ft wide Road.

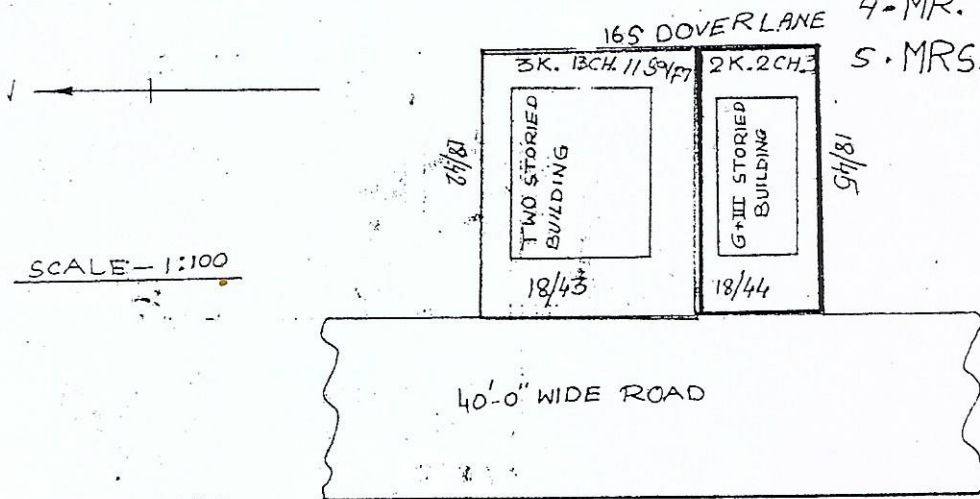
P SITE PLAN OF PARTITION DEED OF PREMISES NO. -18/43 AND 18/44 DOVER LANE CALCUTTA-29. WARD NO:-86, BOROUGH NO-VIII

NAME OF THE OWNERS OF 18/43 DOVER LANE

NAME OF THE OWNERS OF 18/44 DOVER LANE

1. MRS. GITA ACHARIYA.
2. MR. SANKARLAL ACHARIYA.
3. MRS. SUNILA ACHARIYA.

1. MRS. PRATIMA SANYAL.
2. MRS. SHANTA CHAKRABORTY.
3. MR. PRASANTA KR. CHOUDHURY.
4. MR. PRABAL KR. CHOUDHURY.
5. MRS. SUJATA BHATTACHARYA.



SCALE - 1:100

SIG. OF OWNERS.

SIG. OF OWNERS.

SIG. OF OWNERS

Gita Acharya  
Sankarlal Acharya  
Sunila Acharya

Shanta Chakraborty  
Sujata Bhattacharya  
Prabal Kumar Choudhury

Sobhan Roy  
As Constable & Attorney  
for Prasanta Choudhury  
and Pratima Sanyal