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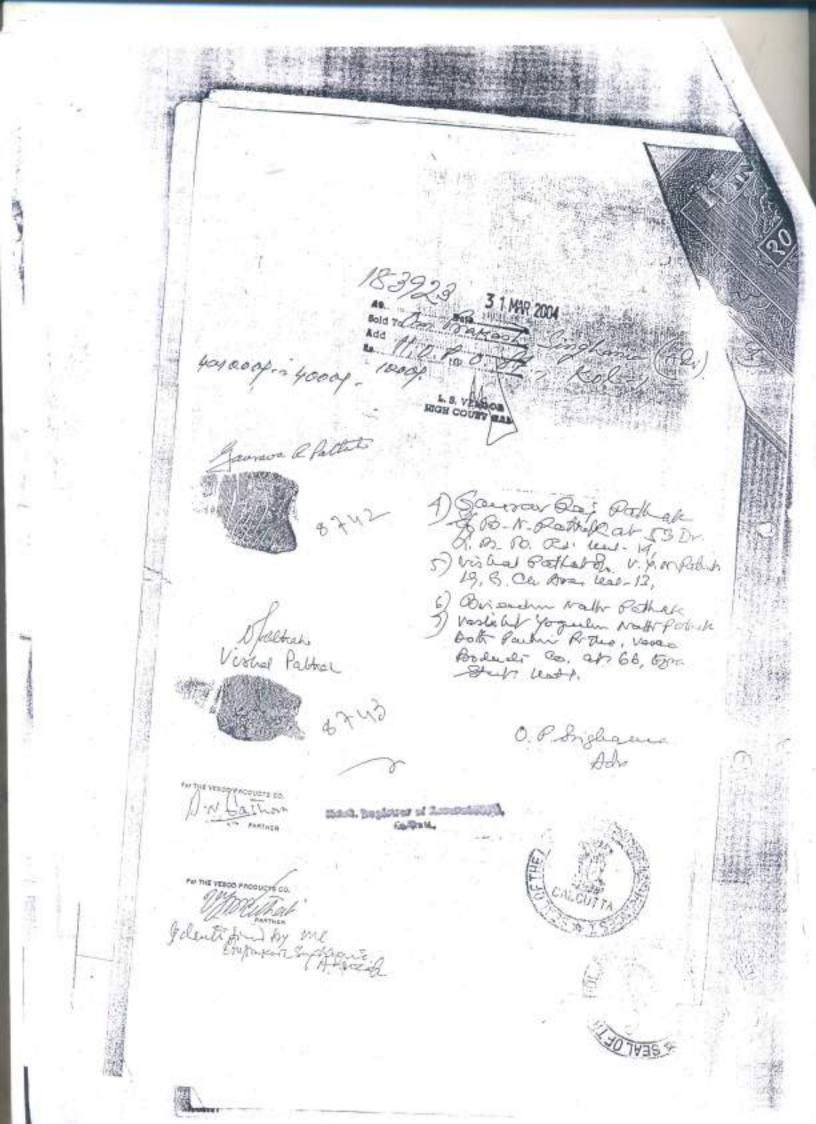




AND

SRI LALIT PATHAK, son of Sri Birendra Nath Pathak, aged about 42 years, by faith Hindu, by occupation Business, residing at 53, Dr. Lal Mohan Bhattacharjee Road, Kolkata - 700014 herein being the Confirming Party of the THIRD PART and SRI GAURAY PATHAK alias GAURAV RAJ PATHAK, son of Sri Birendra Nath Pathak aged, about 33 years, by faith Hindu, by occupation Business, residing at 53, Lal Mohan Bhattacharjee Road, Kolkata - 700014 herein the Confirming Party of the FOURTH PART and SRI VISHAL PATHAK, son of Sri Vashist Yogendra Nath Pathak aged about 32 years, by faith Hindu, by

Dag No.288, P.S. Maheshtala, S.R.O. Alipere, now Behala, District South 24-



1000 Rs.

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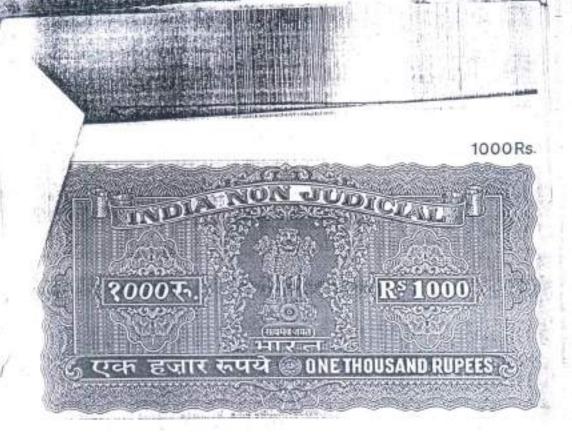
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occupation Business residing at 19, Ganesh Chandra Avenue, Flat No.14, 4th Floor, Kolkata - 700013, herein being the Confirming Party of the FIFTH PART and M/S. THE VESCO PRODUCTS CO., a registered partnership firm having its business and registered office at 66, Ezra Street, Kolkata - 700001 represented by its partners namely SRI BIRENDRA NATH PATHAK and SRI VASISHT YOGENDRA NATH PATHAK herein being the Confirming Party of the SIXTH PART.

WHEREAS by virtue of a Deed of Conveyance dated 20th April, 1964.

Between Pravash Chandra Sardar the Vendor therein the said Deed of Conveyance.

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and Sevanath Pathak, since deceased the Purchaser therein the said deed of conveyance, and registered in the office of the District Sub-Registrar of Alipore at Behala in Book No.1, Volume No.26, Pages No.57 to 64, Being No.1351 for the year of 1964, the said Sevanath Pathak became the absolute owner of a piece and parcel of land measuring about 30% (point zero seven) acres of land lying and situated at Mouza – Gobindapur, J.L. No.9, Touzi No.123B (I), R.S. No.72, R.S. Khatlan No.215, R.S. Dag No.289, Parganas Balia, P.S. Maheshtala, S.R.O.

FOR COURT OF 10004 e . 600 120

Alipore, now Behala, District South 24-Parganas morefully mentioned in the Schedule therein the said deed of Conveyance and herein in Schedule 'A' (Part – I) hereunder written absolutely forever.

AND WHEREAS by virtue of another Deed of Conveyance dated 20th April, 1964 between Golap Mollah the Vendor therein the said Deed of Conveyance and Sevanath Pathak since deceased the Purchaser therein the said Deed of Conveyance and registered in the office of the Sub-Registrar of Alipore at Behala recorded in Book No.1, Volume No.28, Pages 6 to 11, Being No.1350, for the year 1964, the said Sevanath Pathak became the absolute owner of a piece and parcel of Bastu land measuring about .18 (point eighteen) acres more or less R.S. Khatian No.113, R.S. Dag No.287 and .02 (point zero two) acres of Danga land in R.S. Khatian No.235, R.S. Dag No.286/349 both lying and situated at Mouza Gobindpur, J.L. No.9, R.S. No.72, Touzi No.66, Pargana Balia, P.S. Maheshtala, S.R.O. Behala, District South 24-Parganas morefully mentioned in the Schedule therein the said Deed of Conveyance and herein in Schedule 'A' (Part – 11) hersunder written absolutely forever.

AND WHEREAS by virtue of another Deed of Conveyance dated 2rd
May, 1964 between Bhusan Chandra Naskar the Vendor therein the said Deed of
Conveyance and Sevanath Pathak since deceased the Purchaser therein the said
Deed of Conveyance and registered in the office of the Sub-Registrar Alipor
recorded in Book No.I, Volume No.57, Pages 291 to 298, Being No.3322, for th
year of 1964, the said Sevanath Pathak became the owner of a piece and parcel
Bastu land measuring about .13 acres lying and situated at Mouza – Gobindap
J.L. No.9, Touzi No.66, R.S. No.72, Parganas Balia, R.S. Khatian No.111, F
Dag No.288, P.S. Maheshtala, S.R.O. Alipore, now Behala, District South

Parganax morefully mentioned in the Schedule therein the said Deed of Conveyance and herein in Schedule 'A' (Part - III) hereunder written absolutely forever.

AND WHEREAS by virtue of another Deed of Conveyance dated 19th June, 1973 between (1) Md. Badsha Molla, (2) Srimati Momela Khatun, (3) Srimati Noorbanu, (4) Md. Easin Molla, (5) Md. Hannan Molla, (6) Md. Kashem Ali Molla and (7) Srimati Fazila Khatun all being the Vendors therein the said # Deed of Conveyance and M/s. The Vesco Products Company i.e. a partnership firm the Purchaser therein the said Deed of Conveyance registered in the office of the Sub-Registrar at Alipore, recorded in Book No.1, Volume No.76, Pages 6 to 12, Being no.2868, for the year of 1973, the said M/s. The Vesco Products Company the partnership firm represented by its partners namely (1) Sevanath Pathak, since deceased (2) Birendra Nath Pathak and (3) Vasisht Yogendra Nath Pathak became the lawful owners of a piece and parcel of Danga land measuring about 30 (point thirty) Acre more or less lying and situated at Mouza -Gobindapur, J.L. No.9, R.S. No.72, Touzi No.66, R.S. Khatian No.110, R.S. Dag No.329 (portion), S.R.O. Alipore, now Behala, P.S. Mahestala, District South 24-Parganas morefully mentioned in the Schedule therein the said Doed of Conveyance and herein in Schedule 'B' hereunder written absolutely forever.

AND WHEREAS by virtue of an Indenture dated 1" August, 1990 between Suvra Chakraborty the Vendor therein the said Indenture and Lalit Pathak and Vishal Pathak the Purchasers therein the said Indenture and registered at the office of the District Registrar Alipore, now Behala, in Book No.1, Being No.11421 the said Lalit Pathak and Vishal Pathak jointly became the owners of a piece and parcel of rent paying Bastu land with structures containing an area of 3

Cottahs and 8 Chittacks more or less along with privilege of passage of 5 feet wide within Mouza Gobindapur, Police Station - Mahestala, J.L. No.9, R.S. No.72, within Pargana - Balia, under Touzi No.66, comprising R.S. Dag No.286 appertaining to R.S. Khatian No.299 morefully mentioned in the Schedule therein the said Indenture and herein in Schedule 'C' hereunder written absolutely forever.

AND WHEREAS after purchase the parties herein the Partition Deed constructed a two storied building over the parts of R.S. Dag No.287, 288 and 289 having a built up area of 2800 Sq.ft. approx. and an asbestos shed over the R.S. Dag No.286/349 measuring 1200 Sq.ft. approx. and also made a foundation upto land level on R.S. Dag No.287 covering an area of 800 Sq.ft. approx.

AND WHEREAS in the mutation Case No.623 (M) 64-65 the Landed properties purchased by the said Sevanath Pathak as aforesaid in R.S. Khatian No.111, 113, 215 and 235 of Mouza Gobindpur, P.S. Maheshtala, District 24-Parganas were ordered to be mutated in favour of the said Sevanath Pathak by C.I. Behala Circle by his letter No.CR/854-65 dated 16.3.1965.

AND WHEREAS in the mutation Case No.332 (M) of 1979-80 the landed properties purchased by the said M/s. The Vesco Products Co. as aforesaid in R.S. Khatian No.110, R.S. Dag No.329 (Portion) of Mouza Gobindpour, P.S. Maheshtala, District 24-Parganas the mutation was allowed in favour of the said M/s. The Vesco Products Co. by the Circle Inspector Government of West Bengal by its letter dated 5th July, 1979.

AND WHEREAS the said Sevanth Pathak who used his whole of the aforesaid landed propertiesd absolutely in his family business under the name and style of "M/s. The Vesco Products Co." as a sole proprietor thereof converted the same in to a registered partnership firm with effect from 1" January, 1965 taking with him his two sons namely the said Birendra Nath Pathak and Vasisht Yogendra Nath Pathak as the incoming partners by virtue of a partnership deed dated 9th December, 1964.

AND WHEREAS by virtue of a Deed of Declaration dated 11th July, 1989 executed by the Sevanath Pathak and registered at the office of the Dist. Sub Registrar Alipore South 24-Parganas in Book No.1, Volume No.241 Pages 130 to 133 Being No.9485 for the year 1989, the said Sevanath Pathak ceased to have his individual right, title or interest in his aforesaid landed properties and confirmed the same as the assets of the said partnership firm.

AND WHEREAS on or about the 7th April, 1993 the said Sevanath Pathak retired from the said Partnership of the said "M/s. The Vesco Products Co.".

AND WHEREAS the party of the Sixth Part duly constructed sheds, building, structures both katcha and pucca on the aforesaid land at it's own cost and expenses.

AND WHEREAS on or about 27th September 1998 the said Sevanoth Pathak son of late Pandit Fakir Chand Pathak died leaving his said aforesaid immovable properties in the said family business authorising his said two sons Sri Birendra Nath Pathak and Sri Vasisth Yogendra Nath Pathak to deal further in the matter.

SCHEDULE 'A' OF THE LANDED PROPERTIES

(PART - I, II AND III)

PURCHASED BY LATE SEVANATH PATHAK

R.S. Khatian No.	R.S.Dag No.	Nature of Land	Touzi No.	Measurement
215	289	Sali	123B(I)_	.07 Acre(Part-1)
113	287	Bastu	66	.18 Acre
235	286/349	Danga	66	.02 Acre(Part-II)
111	288	-Bastu	66	.13 Acre(Part-III)
			Total:	.40 Acres

In Mouza - Gobindpur, J.L. No.9, R.S. No.72, Pargana - Balia, P.S. Maheshtala.

PURCHASED BY M/S, THE VESCO PRODUCTS CO.

R.S.Khatian No.	R.S.Dag No.	Nature of Land	Measurement
110	-329 (Portion) -	- Danga	00.30 Acre

In Mouza - Gobindpur, J.L. No.9, R.S. No.72, Touzi No.66 P.S. Maheshtala.

SCHEDULE 'C' OF THE LANDED PROPERTIES

PURCHASED JOINTLY BY SRI LALIT PATHAK AND SRI VISHAL PATHAK

R.S. Khatlan No. R.S. Dag No. Nature of Land Measurement

229

286

Bastu
3 Cottahs 8 Chittaks with structures with privilege of passage No.299

No.299

Of 5' feet wide.

In Mouza - Gobindpur, J.L. No.9, R.S. No.72, Pargana Balia, Touzi No.66 P.S. Mahestala.

AND WHEREAS prior to the death of the said Sevanath Pathak the parties herein on being amicably agreed by consent had constituted the said undivided properties morefully described in the aforementioned Schedule "A" (Part = I, II & III), "B" and "C" in one undivided Lot hereinafter referred to as the said undivided ONE LOT of the properties absolutely as Co-owners thereto in consideration of exchange of love, earning, affection, maintenance, acts, deeds and things provided till date for prosperity, peace and preserving harmony by the said Sevanath Pathak since deceased and the said parties herein each against other.

AND WHEREAS the fair market value of the said undivided ONE LOT of the properties morefully described in the Schedule "A" (Part - I, II & III) "B" & "C" written hereinabove are assessed at Rs.16,00,000/- (Rupees Sixteen lakhs) only at present.

AND WHEREAS the said Sevanath Pathak since deceased during his recired life and also at the time of death always desired that the aforesaid undivided immovable properties owned either in individual capacity or jointly by the members of the family now being an undivided lot be partitioned after his (Sevanath Pathak) death by metes and bounds among the said First and Second Parties and the said parties to be set free to own their separate lot and to start and engage themselves in their individual business in order to maintain prosperity, peace and harmony in the family and according to the said desires and wishes expressed by the said Sevanath Pathak since deceased the said First and Second parties along with the consent and confirmation of the said Third, Fourth, Fifth and Sixth parties have amicably agreed for partition of the said undivided "ONE LOT" of the properties.

AND WHEREAS the party of the First Part became entitled to own as an absolute owner the portion measuring 25 Cottahs 5 Chittacks 37 Square feet out of the said undivided "ONE LOT" of the immovable properties and demarcated as LOT "A" in the map annexed hereto and the party of the Second Part became entitled to own as an absolute owner the portion measuring 23 Cottahs 2 Chittacks 20 Square feet out of the said undivided ONE LOT of the immovable properties and demarcated as LOT "B" in the map annexed hereto.

AND WHEREAS for the purpose of partition of the said undivided "ONE LOT" of immovable properties morefully described in the Schedule "A" (Parts - I, II and III), "B" and "C" hereinbefore mentioned in separate lots in accordance with the respective shares of the parties as aforesaid and for more convenient and exclusive ownership, possession and better use, occupation and enjoyment of the partitioned portiops, the said parties of the first and Second part

have mutually agreed, decided and consented to have the said properties partitioned by metes and bounds in the manner hereinafter appearing viz. That the party of First shall accept and own as the absolute owner the properties set out in LOT "A" morefully described in the FIRST SCHEDULE hereunder written and the party of the Second Part shall accept and own as the absolute owner the properties set out in LOT "B" morefully described in the SECOND SCHEDULE hereunder written out of the said undivided ONE LOT of the immovable properties as their exclusive part of properties in lieu of their respective shares in the said undivided "ONE LOT" of the said properties and all questions as to accounts, owelty money for equality of partition and mutual dealings having been waived.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

That in pursuance of the said agreement and in consideration of the absolute ownership acquired by the parties in respect of the allotments hereunder made and by virtue of mutual consent, transfers and releases hereunder affected, the said party of the First Part do hereby and hereunder grant, convey, transfer, assure, assign, confirm and release unto the said party of the Second Part ALL THAT the property (or properties) Set forth in LOT "B" morefully described in the Second Schedule hereunder written together with all areas, sewers, drains, water courses, lights, liberties, easements, appendages and appurtenances whatsoever so as to constitute the said party of the Second Part the sole and absolute owner of the property (or properties) comprised in the said LOT "B" hereto freed and discharged from all rights in common and all claims, demands whatsoever of the other family members or the parties concerning the same and TO HAVE AND TO HOLD the same absolutely and for ever in fee simple in

severalty against the said party of the First part and that the parties of the Third, Fourth, Fifth and Sixth Part do hereby consent and confirm the same.

2. That in pursuance of the said agreement and in consideration of the absolute ownership acquired by the parties in respect of the allotments hereunder made and by virtue of the mutual consent, transfers and releases hereunder affected, the said Party of the Second Part do hereby and hereunder grant, convey, transfer, assure, assign, confirm and release unto the said party of the First Part ALL THAT the property (or properties) set forth in LOT 'A' morefully described in the First Schedule hereunder written together with all areas, sewers, drains, water courses, lights, liberties, easements, appendages and appurtenances whatsoever so as to constitute the said party of the First Part the sole and absolute owner of the property (or properties) comprised in the said LOT "A" hereto freed and discharged from all rights in common and all claims and demands whatsoever of the other family members or the parties concerning the same TO HAVE AND TO HOLD the same absolutely and for ever in fee simple in severalty as against the said party of the Second Part and that the parties of the Third, Fourth, Fifth and Sixth Part do hereby consent and confirm the same.

AND this deed further more witnesseth as follows :-

(a) That this partition shall be effective from the date of its execution and the possession of the respective partitioned portion shall deemed to have been accepted and acquired by the parties of the First and Second Part as per their respective allotments made herein in this Partition Deed with liberty to raise boundary walls covering their respective portions TOGETHER WITH all paths, passages, drains, sewages, common passages, yard, court yards,

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light, right, liberties, benefits, advantages, appendages, appurtenances to the said allotments belonging to or anywhere appertaining thereto usually held, used, enjoyed, occupied with all the rights to hold, possess, enjoy, to receive the rent, issues and profits thereof without being interrupted by any other family member or the parties in partition (hereinafter referred to as the "said other party") or any person or persons claiming through the said other party or from or in trust or from or under any of predecessor—in—title of the said other party AND that free and clear, freely and clearly, and absolutely acquired exonerated, discharged saved harmless and kept indemnified against all estate charges, liens, lispendences, suffered by the said other party or any of his predecessor-in-title and it is clearly understood that said allocated properties are not the subject matter of any litigation and there is no charge, lien, mortgage upon the said allotments.

- (b) That the properties set forth in the first and Second Schedules hereto annexed are other wise also free from all types of encumbrances.
- (c) That the parties herein are agreed and satisfied with all the Resolutions, Declarations, and the Partial partition of the said immovable properties made by the parties herein and concerned family members from time to time by consent in accordance with the last wishes of the said Sevanath Pathak since deceased.
- (d) That the Party of the First Part and in his absence the party of the Third or Fourth Part shall have the custody and possession of all the documents of title as also the original of this deed, the related agreements, resolutions and declarations and will at the request and costs of either of the Second and/or Fifth party or their heirs, successors or assigns produce or cause to

be produced all or any of them for inspection or as evidence on their behalf at all trials, examination or commission or otherwise as may be required by him / them and unless prevented by fire or any other inevitable accident keep those safe, unobliterated and uncancelled.

- (e) That no party shall be entitled to any owelty money or demand easements or quasi easements over the allotments made to the other parties which are all hereby extinguished.
- (f) The parties shall enter upon their respective allotments and hold, possess and enjoy the same in severallity absolutely against each other without any claim, demand or interruption whatsoever.
- (g) Each party shall, at the request and costs of the said other party, do, execute and perform or cause to be done, executed and performed all and every such acts, deeds and things or writings whatsoever as may be required for further better and more perfectly assuring the allotments hereunder made or for rectification of any error or omission.
- (h) That a plot of land measuring 2 Contains 3 Chittacks and 17 Sq.ft. approx. has been included in excess in LOT "A" in lieu of an asbestos shed measuring 1200 Sq.ft. and a foundation (plinth) raised upto the ground level covering an area of 2250 Sq.ft. (approximately) provided in Lot "B" in order to make the valuations of the properties set forth in the First and Second Schedules hereunder as equal and acceptable to the parties herein.
- (i) That the parties shall be entitled to sell or otherwise transfer his/their allotments to any of their family member or other party or an outsider by informing the concerned party in partition in writing about the same.

- (j) That this partition has not been effected to defraud any creditor of the parties herein and/or with any fraudulent intention.
- (k) That this partition shall not be reopened nor challenged under any circumstances by reason of any error or omission whatsoever, but the parties shall execute and register such further deed or deeds or writings as may be necessary to rectify the error or errors or omission or omissions.

FIRST SCHEDULE

(Allotted to Birendra Nath Pathak alias B.N. Pathak) Valued at Rs.8,00,000/-

ALL THAT immovable properties marked as Lot "A" containing piece and percels of land lying and situated in Mouza Gobindpur, J.L. No.9, R.S. No.72

Pargana Balia, P.S. Maheshtala, Dist. – South 24-Parganas, S.R.O. Alipore, now Behala, under Mahestola Municipality in R.S. Khatian Nos.111, 215 & 110, R.S. Dag No.288(Part) measuring 6 Cottahs 11 Chittacks 33 Sq.ft., R.S. Dag No.289

(Part) measuring 2 Cottahs 7 Chittaks 29 Sq.ft., R.S. Dag No.329(Part) measuring 16 Cottahs 2 Chittaks 20 Sq.ft. and the building constructed over a part of the said land in R.S. Dag Nos.288(Part) and 289(Part) having a built up area of 1400 Sq.ft. and all the katcha and pucca structures over the land TOTAL MEASURING 25 COTTAHS 5 CHITTAKS 37 SQ.FT. AND DELINEATED IN THE MAP OR PLAN ANNEXED HERETO AND RED ENCLOSED WITH TREBERT COLOUR BORDERS, butted and bounded On the North by Budge Budge Trank Road, On the East by part of R.S. Dag Nos.289,

A Company of the State of the

287, 329 and land of Bimal Dasgupta, On the South by part of R.S. Dag No.329 and On the West by R.S. Dag No.290.

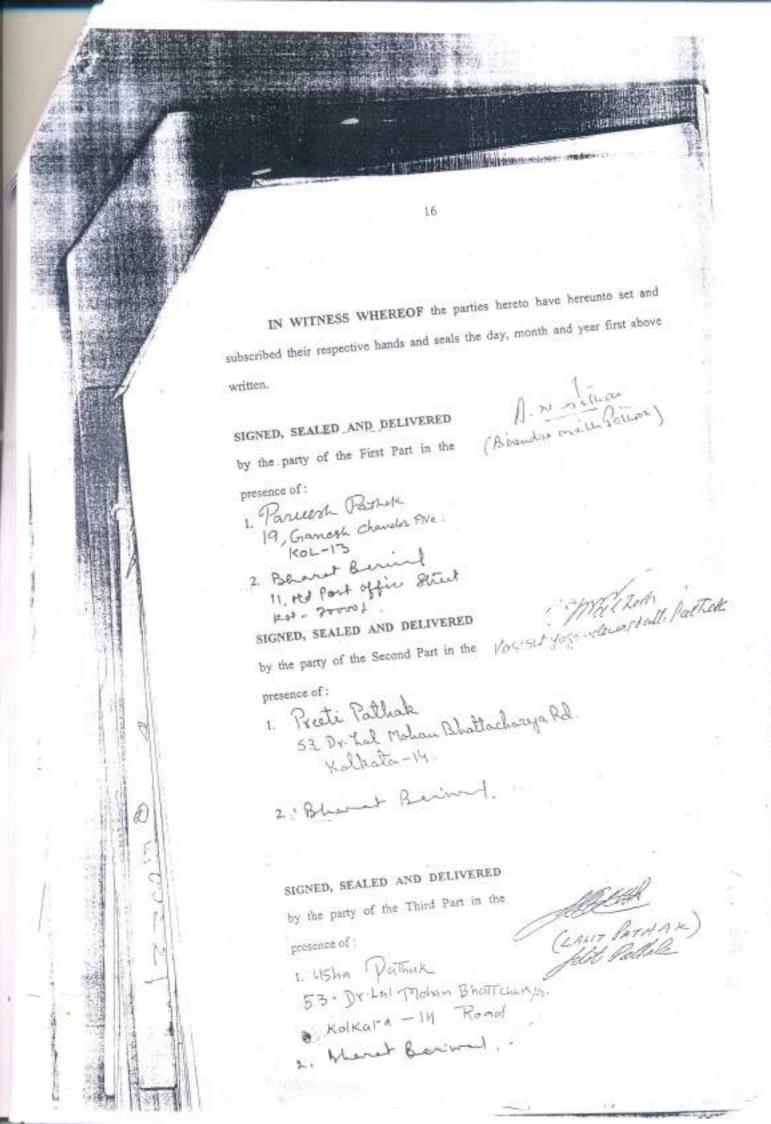
SECOND SCHEDULE

LOT 'B' OF THE PROPERTIES ABOVE REFERRED TO

(Allotted to Vasisht Yogendra Nath Pathak alias V.Y.N. Pathak)

Valued at Rs.8,00,000/-

ALL THAT immovable properties marked as Lot "B" containing piece and parcel of land lying and situated in Mouza Gobindapur, J.L. No.9, R.S. No.72 Pargana Balia, P.S. Maheshtala, District - South 24-Parganas, S.R.O. Alipore, now Behala, under Mahestala Municipality in R.S. Khatian Nos.235, 113, 111, 215, 110, R.S. Dag No.286 measuring 3 Cottahs 4 Chittaks 30 Sq.ft. R.S. Dag No.287 measuring 12 Cottahs 1 Chittacks 12 Sq.ft. (having a foundation made upto land level measuring 2250 Sq.ft. approx); R.S. Dag No.288 measuring 1 Cottah 1 Chittaks 25 Sq.ft., R.S.Dag No.289 (Part) measuring 3 Cottahs 7 Chittaks 1 Sq.ft. and the building constructed over parts of R.S.Dag Nos.287, 288, 289 having built up area 1400 Sq.ft.; R.S. Dag No.329(Part) measuring 1 Cottah 6 Chittaks 42 Sq.ft.; R.S. Dag No.286/349 measuring 1 Cottah 13 Chittacks 1 Sq.ft. and thereon an asbestos shed measuring 1200 Sq.ft, approx and all the katcha and pucca structures over the land TOTAL MEASURING 23 COTTAHS 2 CHITTAKS 20 SQ.FT. AND DELINEATED IN THE MAP OR PLAN AND ANNEXED AND ENCLOSED WITH YELLOW COLOURED BORDERS butted and bounded On the North by Budge Budge Trunk Road and R.S. Dag No.280, On the East by R.S. Dag No.285, On the South by R.S. Dag No.283 and On the West By part of Rs.S. Dag Nos.288, 329.



SIGNED, SEALED AND DELIVERED

by the party of the Fourth Part in the

presence of :

1. Purcent Pathok 1. 19-Gomen Chander Are. KOL-13.

2. Bhurst Berinul.

(Wirla Potroh)

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SIGNED, SEALED-AND DELIVERED

by the party of the Fifth Part in the

presence of:

45ha Pathall 1.63 - Dr. Lar Poolen Bhuttachary 20

Kolkara - 14

who fatther 53 Dr Welmohan Chattechange Rd

SIGNED, SEALED AND DELIVERED

by the party of the Sixth Part in the

presence of:

19, Ganzen Chardre-Nonve

33 Da LOS HOHAN BHATTACHARTER

KILLATA-750014

SPECIMEN FORM FOR TEN FINGERPRINTS

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SPECIMEN FORM FOR TEN FINGERPRINTS

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	Jathar		(F23)			399
		Little	Ring	Middle	Fore	Thumb
		-	(Left	Hand)		
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