

Original Deed of Partition between Buddhader

auha, Biswajit Gula and Indrajitable

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SECOND PART all

P529 Raja Basanta Roy Road, Calcutta-29

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uha and resident of

W HERE AS Buddhadev Guha is entitled to an undivided one third share of and in the property described in the First Schedule

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and the Second Schedule and hereinafter referred to as the said properties

AND WHEREAS Biswajit Guha and Indrajit Guha are each entitled to an undivided one third share of and in the said property descri bed in First Schedule and the Second Schedule

AND WHEREAS the said Biswajit Guha and Indrajit Guha agreed t take jointly a lot of the said properties

AND WHEREAS for the purpose of partition and/or division of t said properties into two seperate Lots in accordance with the shar of the parties as aforesaid and for more convenient and exclusive possession and better use occupation and enjoyment of the divided portion the said Buddhadev Guha, Biswajit Guha and Indrajit Guha have mutually agreed and decided to have the said properties partitioned by metes and bounds in the manner hereinafter appear i Viz : that the said Buddhadev Guha shall accept the property set out in the first Schedule the said Biswajit Guha and Indrajit Guh

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been waived

AND WHEREAS the value of the properties in the Schedule ar Rs.1,18,350/- and Rs.98,373/- respectively

AND WHEREAS for equality of partition the said Buddhadev Gu shall pay to the said Biswajit Guha and Indrajit Guha Rs.25,000 each as owelty money which has been paid by the said Buddhadev Guha

NOW THIS INDENTURE WITNESSETH AS FOILOWS :-

of the absolute ownership acquired by the parties in respect of the allotments hereunder made under and by virtue of mutual transfers and releases hereunder effected, the said Biswajit Gu and Indrajit Guha hereby and hereunder grant convey transfer assure, confirm and release unto the said Buddhadev Guha ALLTHA the property set forth in the first Schedule heretofore togethe with all arrears, swers, drains water, water courses lights

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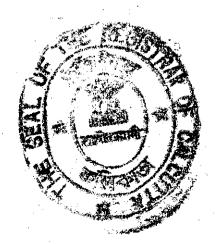


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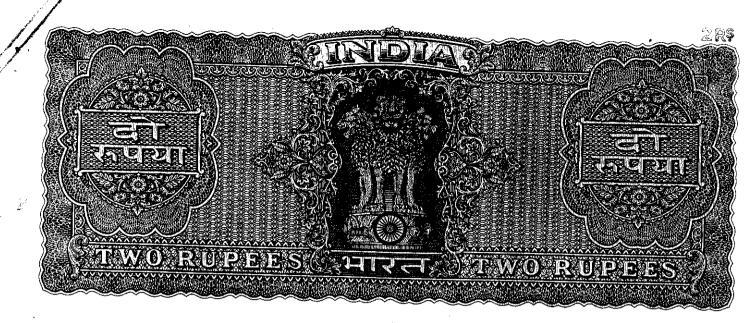
owner of the property comprised in the said First Schedule freed and discharged from all rights in common and all claims demands whatsoever of the parties of the other part concerning the same TO HAVE AND TO HOLD the same absolutely and for ever in fee simple in severalty against the said Biswajit Guha and Indrajit Guha.

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 contained the said Buddhadev Guha hereby and hereunder grant convey transfer assure confirm and release unto the said Biswajit Guha and Indrajit Guha ALL THAT the property set forth in the Second Schedule hereto annexed together with all arrears swers, drains, water courses rights liberties easements appendages and appurtenances whatsoever so as to constitute the said Biswajit Guha and Indrajit Guha the sole and absolute joint owner of the property comprised in the Second Schedule hereto freed and discharged from all rights in common and all claims and demands whatsoever of the other party concerning the same TO HAVE AND TO HOLD the same absolute and for ever in fee simple in severalty as against Buddhadev Guha

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AND THIS INDENTURE furthermore witnesseth as follows :-

- (a) That the said Buddhadev Guha shall have the custody and possession of the original of this deed and will at the request and costs of either Biswajit Guha or Indrajit Guha their heirs, successors and assigns produce or cause to be produced the said document for inspection or as evidence on their behalf at all trials examination or commission or otherwise as may be required by him or them and unless prevented by fire or any other inevitable accident keep them safe unobliterated and uncancelled.
- (b) That owelty money of Rs.25,000/- each has been paid by Buddhadev Guha to Biswajit Guha and Indrajit Guha
- (c) That the properties set forth in the first Schedule and Second Schedule hereto are free from encumbrances
- (d) That no party shall be entitled to any easements or quasi easements over the allotments made to the other parties which are all hereby estinguished
- (e) The parties shall enter upon their respective allotments and hold possess and enjoy the same in severalty absolutely against other without any claim demand interruption whatsoever

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- parties do execute and perform or caused 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
- (g) This parties shall not be reopended 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 implement the omission or omissions

FIRST SCHEDULE ABOVE REFERRED TO :

all THAT the piece and percel of vacant land containing by estimation 5 Cottahs 4 Chittacks and 11 Square feet be the same a little more or less situate lying at and being premises No.P528 Raja Basanta Roy Road, Calcutta in CIT Scheme No.XLVII butted and bounded in the manner following that is to say on the North Premises No. P529 Raja Basanta Roy Road, On the South by premises No.Pl80 Raja Basanta Roy Road on the East by premises No.Fl76 Raja Basanta Roy Road and on the West by 10/1 wide extension of Raja Basanta Roy Road Calcutta.

SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT the undivided half share in all that piece and parcel of land together with two storied buildings thereon containing by estimation 5 Cottahs 4 Chittacks and 11 Sq. ft. be the same a little more or less being premises No.P529 Raja Basanta Roy Road in

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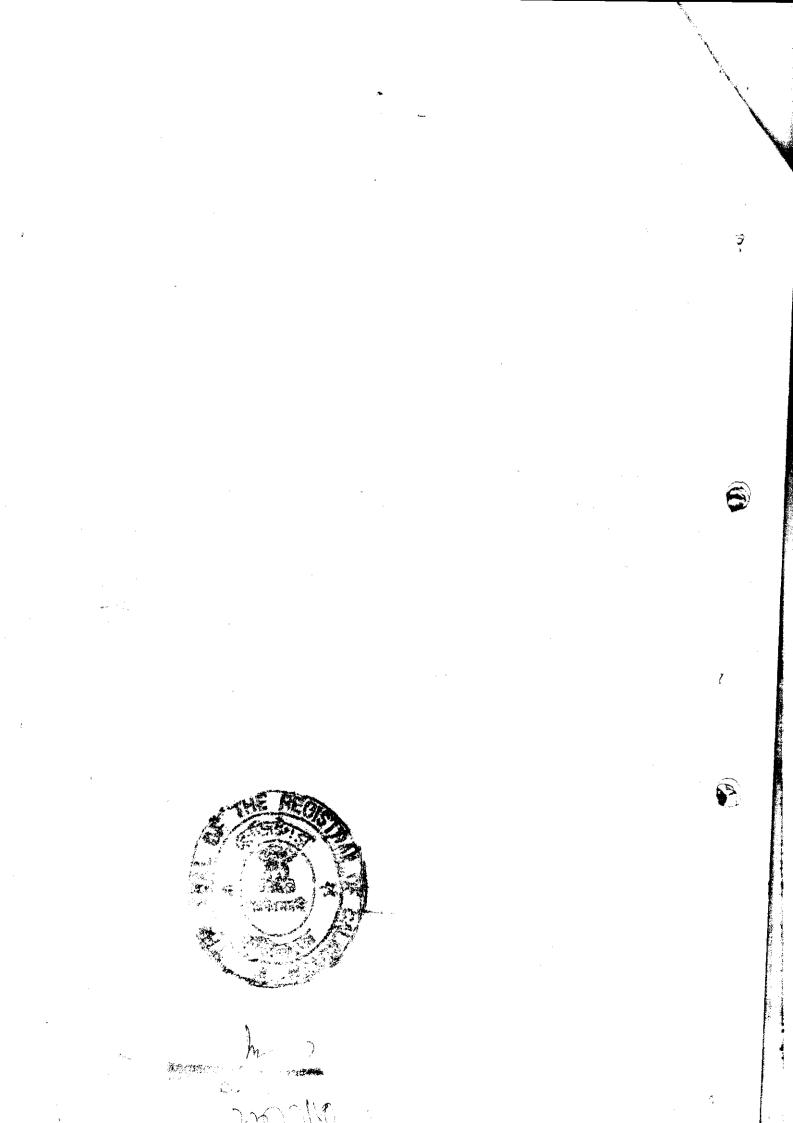
is to say on the North by Raja Basanta Roy Road on the South by premises No.P528 Raja Basanta Roy Road on the East by 10/1 wide extension of Raja Basanta Roy Road and on the West by premises No. P176 Raja Basanta Roy Road. Calcutta.

IN WITNESS WHEREOF the parties hereto 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 :-

Samir Ray Chaushomi Schieiter 9 Ad Vocaler Culentia

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Browajit Gula.
Indrajit Gula.



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BETWEEN

BUDDHADEV GUHA ... 1st Part.

BISWAJIT GUHAI ... 2nd Part.

DEED OF PARTITION

