1970 সালের ১ নং বইয়ের 46 নং তালিকার 196 to 200 পৃষ্ঠায় লিপিবদ্ধ করা হইল ১১৬৭

3RS

INDIA

तीन रुपया

THREE RUPEES भारत THREE RUPEES

Copy No. 339(a)

Fee paid:
Article 1-00
Certificate 1-38
Registration 2.50
No. of parties 5-38

DEED OF FAMILY ARRANGEMENT.

No 1167
Stamp Rs 1-50
Admissible under
Regn Rule 21
duly stamped under
the Indian Stamp
Act 1899 as
amended in 1964
schedule 1A No 56
Fee paid -
E 4.00
Sd. R. Chakraborti
District Sub Registrar

THIS DEED OF FAMILY ARRANGEMENT made ~~xxxx~~ on this the 25th day of March, 1970, by and BETWEEN (1) SRI BUDDHADEB GUHA, a Hindu, by occupation a Chartered Accountant, Hereinafter referred to as the PARTY OF THE FIRST PART, (2) SRI BISWAJIT GUHA, a Hindu, by occupation Student, Hereinafter referred to as the PARTY OF THE SECOND PART, (3) SRI INDRAJIT GUHA, a Hindu, by occupation Student, Hereinafter referred to as the PARTY OF THE THIRD PART, all sons of Sri Sachindra Nath Guha, and residents of P-529, Raja Basanta Roy Road, Calcutta-29, and (4) SRI SACHINDRA NATH GUHA, son of late Surendra Nath Guha, a Hindu, by occupation a Chartered ....

No. 1309

Buddhadev Guha. B. Sarajit Guha. and Sudarajit Guha.

56 P529. Raja Basanta Roy Rd

20.4.70

Total

Article

Article 2.00

5.38

3.45

0-15

10-53 Rupees ten & fifty three only

Credited

Received

Dated 30.4.91

30/4

Record Keeper. Alipore

30/4/70

Presented for Registration at 11-18 A.M. on the 28th day of March 1970 at the Sadar Registration Office [illegible] ~~Sadar~~ 24 Parganas by Buddhadev Guha one of the Executants. (B. Guha) [illegible] Buddhadev Ga. [illegible] R.C. Gupta Joint Sub-Registrar 24 Pargans Alipur. 28.3.70. Execution is admitted by Buddhadeb Guha

Chartered Accountant, resident of P-529, Raja Basanta Roy Road, Calcutta-29, Hereinafter referred to as the PARTY OF THE FOURTH PART

WHEREAS a piece or parcel of open land measuring about 5 Cottahs 4 Chattacks and 11 Sft., now known as P-528, Raja Basanta Roy Road, Calcutta-29, more fully described in the Schedule Hereunder written, was purchased on the 15th day of January, 1954, from the Vendor, the Calcutta Improvement Trust, in the name of Sri Buddhadeb Guha, the Party of the FIRST PART Herein, with the money provided by Sri Sachindra Nath Guha, the Party of the FOURTH PART Herein, under a Deed of Conveyance registered in Book No.1, Vol. No. 42, Page 233-235, Being No.2516 for the year 1954 at the Office of the Sub-Registrar of Alipore Sadar, Dist. 24-Parganas.

AND WHEREAS the said acquisition was made at a time when Sri Buddhadeb Guha, Party of the FIRST PART, was major while his brothers, Sri Biswajit Guha and Sri Indrajit Guha, Parties of the SECOND & THIRD PARTS Herein, were both minors

AND WHEREAS the said acquisition was made with the clear intention and understanding that the same was for the benefit, enjoyment, and possession of all the three brothers, viz. Sri Buddhadeb Guha, Sri Biswajit Guha and Sri Indrajit Guha, Parties of the FIRST, SECOND & THIRD PARTS Herein.

AND WHEREAS the said Parties of the FIRST, SECOND & THIRD PARTS Herein have, since the date of acquisition, been exercising joint possession and have acted as having been in joint ownership and possession of the said property,

AND WHEREAS the said two Parties of the SECOND & THIRD PARTS, viz., Sri Biswajit Guha and Sri Indrajit Guha, have both since attained majority,

AND WHEREAS in order to avoid family disputes and to dispel all doubts as to the right, title and interest in respect of the said property, all the Parties to this Deed are desirous of placing on record a state of things already existing and admitted, acknowledged, affirmed and recognised, by means of a formal writing disclosing the aforesaid intention and understanding, which have been carried into full effect, in favour of the Parties of the FIRST, SECOND & THIRD PARTS Herein, for the benefit generally of the joint family to which these Parties belong.

NOW THIS DEED WITNESSETH: It is agreed, affirmed and acknowledged by and between the Parties Hereto that....

1. The said Parties of the FIRST, SECOND & THIRD PARTS Herein Viz. Sri Buddhadeb Guha, Sri Biswajit Guha and Sri Indrajit Guha, are and have always been, the joint and absolute owners of the immoveable property described in the Schedule Hereunder written, each having one-third undivided share therein.

2. The Party of the FOURTH PART, Sri Sachindra Nath Guha, has nor & ever had any interest whatsoever in the said property.

5. The PARTIES of the FIRST & FOURTH PARTS confirm that the property continues to be free from any encumbrances till the date of execution of this Indenture. The PARTIES of the FIRST, SECOND & THIRD PARTS agree that it shall not been encumbered except with the consent of all of them so long as the property is not physically divided amongst them in their respective shares.

Sd. Sachindra Nath Guha son of late Surendra Nath Guha of P-529 Raja Basanta Roy Rd - Cal-29. Occupation Hindu profession service. Who are personally known to me.

Sd - Buddhadev Guha.

Sd - Biswajit Guha.

Sd - Indrajit Guha.

Sd. Sachindra Guha.

Sd R. Chakraborty
District sale

Registered in Book No - I Volume No - 46 Pages 196 to 200 Being No - 1167 For the year - 1970 (sd) D. R. Chakraborty District sub Registrar 24 Pargans Alipore 1.4.70.

4. If any of the Parties of the FIRST, SECOND & THIRD PARTS desire at any time to have a physical division of his share in the property such division shall be made between the Parties amicably either by unanimous agreement or by consent of any two of them or their representatives, or assigns or executors or administrators as the case may be.

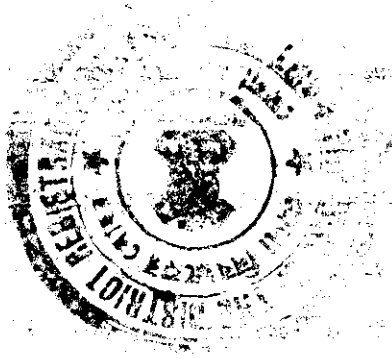
5. None of the Parties of the FIRST, SECOND & THIRD PARTS shall be entitled to transfer his share in the said property by way of sale, exchange, lease, relinquishment etc. or otherwise to any stranger and in case of any unavoidable necessity for such transfer he shall first offer his interest to the other Parties concerned in this deed and on their refusal to accept the offer, it shall be open to the Party intending to make such transfer of his share to his best advantage to any stranger.

6. The terms of this Deed shall bind the successors, assigns, executors, administrators etc. of the Parties to this.

7. This Deed shall be registered under the provisions of the Indian Registration Act within four months of execution hereof.

Copied by Bina Barua 1.4.70. Read by Batra Mayder 1.4.70. Compared by Pritty Chowdhury

8. In the event of any structure is intended to be built on the open land referred to in the Schedule hereunder written the costs therefor shall be borne in equal proportion by each of the Parties of the FIRST, SECOND & THIRD PARTS Herein and the right, titlek and interest to the said structure or structures shall devolvein equal shares on each of the said Parties. In case one or two of them is or are unable or unwilling at or about the time of construction to bear his or their share of costs for such construction and the rest of the co-sharers bear the entire expenses for the same, the arrears of share of construction



construction of the defaulting co-sharer or co-sharers shall be due and payable and liable to be deducted at such periodical intervals as may be mutually agreed upon from the income or usufacts of the structure or structures untill such dues are fully satisfied.

THE SCHEDULE ABOVE REFERRED TO.

All that piece or parcel of revenue-free open land containing an area of 5 Cottahs 4 Chattacks 11 Square feet be the same a little more or less situate and being Plot No.528 of the surplus lands in Calcutta Improvement Scheme No.XLVII formed out of old premises Nos. 32/A, 32/G (South portion), 32/B (South East portion), 32/A (North portion), 32/B (North East portion), & 32/G (North portion), Lake Road and a common passage and comprised in Holdings Nos. 280 as per L.A. Collector's Award but 264 as per Revenue Map in Sub-division Q Division VI Dihi Panchannagram Thana Tollygunge Sub-Registration Office Alipore in the District of 24-Parganas butted and bounded as follows, that is to say on the North by Plot No. 529 C.I.T. Scheme No.XLVII, on the East by New 20 feet wide C.I.T. Cul-de-sac, on the South by New C.I.T. Cul-de-sac & Plot No.180 C.I.T. Scheme No.XLVII, and on the West by Plot No. 176, C.I.T. Scheme No. XLVII or howsoever otherwise the same hereditaments and premises are situated bounded called known described or distinguished.

IN WITNESS WHEREOF we, the respective Parties Herein set our hands and Seal to this on the 25th day of March, 1970:

SIGNED & SEALED IN THE
PRESENCE OF:-

Witnesses:

1. ~~Ashis Kumar~~ Sd
   Sd/- Ashis Kumar Basu 25.3.70
Address. 110/6, Selimpur Road, Calcutta-31.
2. Sd/- Malay Dutta 25.3.70
Address: Main Road East,
   P.O.New Barrackpore, Dt.24-Pergs.
3. Sd/- Narendra Nath Chanda 25.3.70
Address: 14, Biswakosh Lane, Cal-3.

Signatures:

1. Sd/- Buddhadev Guha 25/3/70
   Party of the First Part.
2. Sd/- Biswajit Guha 25/3/70
   Party of the Second Part.
3. Sd/- Indrajit Guha 25/3/70
   Party of the Third Part.
4. Sd/- Sachindra Nath Guha

Ray [illegible]
sd- [illegible] The 25. 3. 70.

True Copy.
sd. R. Chak Nabarlli
District sub-Registrar
24 Parganas Alipur.
1. 4. 70.

C. Compared by
Bina Barua.
1. 4. 70.
C. Read by
Ratna Mujumder.
1. 4. 70.
C. Compared by
Pritiy Chowdhury
1. 4. 70.
C. Compared & Read by
Bina Barua.
30. 4. 70.
C. Compared by
Ratna [illegible]
I. 30. 4. 70

Certified to be true copy.
For REGISTRAR
24-PARGANAS