



administrators, legal representatives and assigns )  
SRI ASHIM MUKHERJEE son of the said Ajit Kumar Mukherjee,  
by religion Hindu, by occupation business, residing at  
D.L.111/6 Sector III, Salt-Lake City Calcutta-91, herein-  
after called the party hereto of the THIRD PART (which  
expression shall unless excluded by or repugnant to the  
context include his heirs, legal representatives, executors  
administrators and assigns) SMT. SWATI BHATTACHARJEE wife  
of Sri Asim Bhattacharjee by religion Hindu, by occupation  
house wife residing at No.FD9/1, Salt-Lake City Sector II,  
Calcutta-91 hereinafter called the party hereto of the  
FOURTH PART (which expression shall unless excluded by or  
repugnant to the context include her heirs, legal represen-  
tatives, executors, administrators and assigns) SMT. SHIKHA  
GANGULY wife of Sri Tapan Kumar Gangopadhyay by religion  
Hindu, by occupation housewife, residing at No.E17/6,  
Karunamoyee Housing Estate Sector III Salt-Lake City,  
Calcutta-91, hereinafter called the party hereto of the  
FIFTH PART (which expression shall unless excluded by or  
repugnant to the context include her heirs, legal repre-  
sentatives, executors, administrators and assigns).

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WHEREAS by a coveyance dated February 8, 1962, made  
by and between Smt. Nirjharani Mukherjee, Hara Prasad  
Mukherjee, Gour Prasad Mukherjee, Rama Prasad Mukherjee,

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all mentioned therein as vendors, and Smt. Lilarani Mukherjee, being the purchaser mentioned therein, and registered at the office of the Sub-Registrar, Alipore Sadar, in Book No.1, Volume No.22 pages 152 to 173, Being No.1158 for the year 1962, the said Vendors, for the consideration mentioned thereunder, sold granted conveyed and transferred unto the said purchaser their absolute right title and interest in ALL THAT the piece and parcel and plot of land measuring about 4 cottahs 4 chittacks and 21 sq.ft. lying at situate and being plot No.5, in premises No.35, Tollygunge Circular Road, Calcutta, in Mouza Punjeahapur in the District of 24-Parganas morefully described in the Schedule thereunder written.

AND WHEREAS after the aforesaid purchase, the said Sm. Lilarani Mukherjee applied for and obtained mutation of her name in the records of the Calcutta Municipal Corporation as owner thereof and the said piece and parcel or plot of land became to be known and numbered as premises No.35/5, Tollygunge Circular Road, Calcutta-53.

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AND WHEREAS in or about the year 1962, the said Smt. Lilarani Mukherjee applied for and obtained from the Calcutta Municipal Corporation requisite sanction of a plan for construction of a building in the said plot of land in premises No.35/5, Tollygunge Circular Road, Calcutta. P

AND WHEREAS during the years 1962 to 1967 a two storied building was constructed in accordance with the said building plan duly sanctioned by the Calcutta Municipal Corporation in and over the said piece and parcel of plot of land in premises No.35/5, Tollygunge Circular Road, Calcutta. P

AND WHEREAS after construction of the aforesaid building the said Smt. Lilarani Mukherjee with her family used to reside in the first floor of the said building in the said premises No.35/5, Tollygunge Circular Road, Calcutta while portion of the ground floor therein was let out by her to different tenants from time to time. P

AND WHEREAS by a Bengali Deed of Conveyance dated 17th January, 1967 made by and between Sri Hari Sadhan Das, P

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being the vendor mentioned therein, and the said Smt. Lilarani Mukherjee, being the purchaser mentioned therein, and registered at the office of the Sub-Registrar,

*Am* Baruipur in the district of 24-Parganas in Book No. 1  
*SKM* Volume No. 9  
*Alu* pages 162 to 169 Being No. 202 for the year 1967 the said  
*SB* vendor for the consideration mentioned thereunder granted  
*SE* sold, transferred unto the said Smt. Lilarani Mukherjee absolutely and forever all his right title and interest including his rayati interest in ALL THAT the 'Danga' agricultural lands measuring 1.57 acres, (being about 6500 Square meters) in village Manickpur, Pargana Magura within the Police Station Sonarpur in the district 24-Parganas fully described in the schedule thereunder written. ✓

AND WHEREAS after the aforesaid purchase the said Smt. Lilarani Mukherjee applied for and had the aforesaid agricultural lands recorded in her name in the finally published Record of Rights and Revenue Settlements as a Ryat and had been using the said lands for agricultural and horticultural purposes.

AND WHEREAS in or about the year 1981 partly additional storey on the existing two storied building in the said premises No. 35/5, Tollygunge Circular Road,

*Corrected*

Calcutta, was built and constructed in accordance with the said sanctioned plan, upon obtaining requisite sanction of the building plan from The Calcutta Municipal Corporation, thus making the said building partly two storied and partly three storied.

AND WHEREAS after the said construction the said Smt. Lilarani Mukherjee and her family resided in the first and second floor in the said building at premises No.35/5, Tollygunge Circular Road, Calcutta while a portion of the ground floor in the said premises remained let-out.

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AND WHEREAS On September 10, 1983 the said Smt. Lilarani Mukherjee, who was a Hindu lady governed by the Dayabhaga School died intestate, leaving behind her surviving the parties hereto, namely, her husband, Sri Ajit Kumar Mukherjee, her two sons, the said Ashis Kumar Mukherjee and Sri Ashim Kumar Mukherjee, and two married daughters namely the said Smt. Swati Bhattacharjee and Smt. Sikha Ganguly, as her only heirs and legal representatives and seized and possessed off of the aforesaid two immoveable properties being premises No.35/5, Tollygunge Circular Road Calcutta and the said agricultural rayati lands at

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village Manickpur in Sonarpur, fully described in the first and Second Schedules written hereunder, as also moveable properties belonging to her, being articles of jewellery and/or gold ornaments, the different items of which <sup>and the valuations of which as on 22.2.1990</sup> are set-out in the Third and Fourth schedules written hereunder.

AND WHEREAS on the claim, demand and assertion by the parties hereto of the Second, Third, Fourth and Fifth parts hereto that upon the death of the said Smt. Lilarani Mukherjee each of them along with the said Ajit Kumar Mukherjee, the party hereto of the First part, became entitled to undivided one-fifth share and/or interest in the aforesaid two immoveable properties which belonged to Smt. Lilarani Mukherjee, the said Ajit Kumar Mukherjee raised a counter claim of ownership and claimed and asserted his full and absolute right, title and interest in the said two immoveable properties and every part thereof as a real owner in view of the fact that the consideration for purchase of the said two immoveable properties and the entire cost of construction of the building in premises No.35/5, Tollygunge Circular Road, Calcutta were paid by him from his own funds and that he had in his yearly tax returns shown and disclosed the

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*S.S.*

said two immoveable properties as belonging to him as full and absolute owner thereof and also had included all income arising therefrom in his yearly tax returns and therefore contended that Smt. Lilarani Mukherjee was nothing but a name lender and/or Benamdar in respect of the said two immoveable properties having no right or interest therein and as such claimed that the parties hereto of the Second, Third, Fourth and Fifth parts did not inherit any right title or interest in the said two immoveable properties as the heirs of Smt. Lilarani Mukherjee.

*hwa*

AND WHEREAS in view of the different assertions, claims and contentions of the parties hereto with regard to their interest in the aforesaid two immoveable properties standing in the name of Sm. Lilarani Mukherjee, as aforesaid, a dead-lock resulted in the administration of the said two properties and to resolve same the parties hereto of the second, third, fourth and Fifth parts authorised and empowered the said Sri Ajit Kumar Mukherjee to Administer the said properties on their behalf and in pursuance of same the parties with mutual consent let out the entire first floor in premises No.35/5, Tollygunge Circular Road, Calcutta on monthly

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Consent by?



tenancy to a tenant on agreed terms and conditions.

*has decided*

AND WHEREAS in view of the enactment of the Benami Transaction (Prohibition) Act 1988 and by virtue of the provisions contained thereunder and also in view of the fact that no deed of declaration and/or release was executed by the said Smt. Lilarani Mukherjee during her life time acknowledging and/or admitting that the aforesaid two immoveable properties were held by her benami and that Sri Ajit Kumar Mukherjee was the real owner in respect thereof, nor any decree of any Court to that effect was ever passed by any Court, the aforesaid counter-claims and assertions of the said Ajit Kumar Mukherjee as to his full and absolute right and ownership in the said two immoveable properties as stated hereinabove, ceased and extinguished and/or became of no effect whatsoever.

AND WHEREAS in the circumstances aforesaid and by virtue of the applicability of the said Benami Transactions (Prohibition) Act 1988 and the provisions contained thereunder the aforesaid two immoveable properties deemed to have vested retrospectively on Smt. Lilarani Mukherjee during her life time as full and absolute owner.

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AND WHEREAS to avoid any future dispute or difference or possible confusion in the matter the parties hereby agree declare and confirm that all the properties set forth in First, Second, Third and Fourth Schedules hereunder written, hereinafter referred to as the 'joint properties', belonged ~~to~~ absolutely and entirely to the said Smt. Lilarani Mukherjee, since deceased, and that upon her death each of the parties hereto became entitled to undivided one-fifth share and/or interest therein, as her heirs.

AND WHEREAS the parties hereto are absolutely seized and possessed and entitled to the joint properties mentioned and described in the First, Second, Third and Fourth schedules hereunder written, jointly, each having undivided one-fifth share and/or interest therein.

AND WHEREAS with the object of holding and enjoying the said joint properties in severalty the parties hereto have agreed to effect among themselves an amicable partition and/or separation of the joint properties and also to make a family arrangement for separate and exclusive possession and enjoyment of such separated allotments by each of them.

AND WHEREAS the said Ajit Kumar Mukherjee has expressed his desire and has agreed that in lieu of his undivided one-fifth share in the joint properties he shall henceforth own and possess during his life time for the purpose of his residence one room along with the attached bath-room thereto on the ground floor in premises No.35/5, Tollygunge Circular Road, Calcutta-53 to be allotted to him for the period of his natural life alongwith the party hereto of the Second part being the allottee of the said premises, and has also agreed to accept a sum of Rs.500/- per month during his life time from the said party hereto of the Second part, the value of such right of residence together with the said annuity being the monthly allowance of Rs.500/- per month as aforesaid all being valued at Rs.1,01,221/- which is agreed and accepted by all the parties hereto.

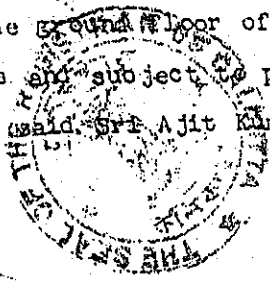
AND WHEREAS the party hereto of the second part has agreed that in lieu of his undivided one-fifth share in the joint properties he shall henceforth have, hold, own and possess absolutely and in severalty the property described in the first schedule hereunder written subject to the right of residence of Sri Ajit Kumar Mukherjee during his life time in one room and the attached bath-room

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thereto on the ground floor of the building in the said premises and subject to payment of Rs.500/- per month to the said Sri Ajit Kumar Mukherjee during his life.



AND WHEREAS the parties hereto of the Third Fourth and Fifth Parts have agreed that in lieu of their undivided one-fifth share in the joint properties they shall henceforth have, hold, own and possess absolutely and in severalty the properties respectively comprised in the Second, Third and Fourth Schedules hereunder written.

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*S.J.*

AND WHEREAS the properties mentioned in the Third and Fourth Schedules hereunder were inspected and valued by Sri Shantilal Mehta Jeweller of M/s. Chotalal Amulakh and Mohanlal and on the basis of the valuation report of the said jeweller the aggregate market value of the properties comprised in the Third and Fourth Schedules hereto as on February 22, 1990 are respectively Rs.48,109/- and Rs.47,996/- .

AND WHEREAS It is hereby agreed, declared consented and confirmed by the parties hereto by mutual agreement that the market values of the properties described in the First and Second Schedules hereunder are Rs.2,90,000/- and Rs.1,20,000/- respectively.

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AND WHEREAS It is hereby agreed declared consented and confirmed by the parties hereto that the total value of the joint properties hereby partitioned and fully described in the four Schedules hereto is Rs.5,06,105/-, that is, the value of the property at premises No.35/5, Tollygunge Circular Road, Calcutta, fully described in the First Schedule hereunder written being valued at Rs.2,90,000.00/-, the value of the agricultural rayati land at Manickpur in Sonarpur in the district of 24-Parganas (South), fully described in the Second Schedule hereunder written being valued at Rs.1,20,000.00/-, the aggregate value of the different items of jewellery and/or gold ornaments fully described in the Third Schedule hereunder written being valued at Rs.48,109/- and the aggregate value of the different items of jewellery and/or gold ornaments fully described in the Fourth Schedule hereunder written being valued at Rs.47,996/-

AND WHEREAS in accordance with the valuation of the Joint properties agreed and made by the parties hereto as aforesaid the value of undivided 1/5th share of each of the parties amounts to Rs.1,01,221/-.

AND WHEREAS in furtherance of the said desires of the parties hereto they have surveyed and made five separate lots of the joint properties for allotment amongst the parties hereto according to the agreement arrived at between them and for separate enjoyment by the parties as expressed hereinbefore.

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AND WHEREAS in furtherance of the said desires of the parties they have made the following five allotments and have agreed to their respective valuations as mentioned hereunder and marked as Lots 'A', 'B', 'C', 'D' and 'E' and the parties have agreed that Lot 'A' shall be allotted to the party hereto of the First Part, Lot 'B' shall be allotted to the party hereto of the Second Part, Lot 'C' shall be allotted to the party hereto of the Third Part, Lot 'D', shall be allotted to the party hereto of the Fourth part and Lot 'E' shall be allotted to the party hereto of the Fifth Part, each as their respective separate allotments in lieu of each of their undivided one-fifth share in the joint properties, that is to say :-

<u>LOTS.</u>	<u>VALUATION</u>	<u>NAME OF ALLOTTEES.</u>
1. Lot-'A' one-room with the attached bath room thereto on the ground floor of the building in premises No. 35/5, Tollygunge Circular Road, Calcutta to be held and - possessed by the allottee of lot 'A' during his natural life for the purpose of his residence and a further sum of Rs.500/- per month to be paid to the said allottee during his life time month by month by the allottee of the said premises.	Rs.1,01,221/-	Sri Ajit Kumar Mukherjee.

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2. Lot 'B' - premises No. 15/5, Tollygunge Circular Road, Calcutta, fully described in the First Schedule hereto subject to the right of residence of Sri Ajit Kumar Mukherjee during the term of his natural life in one room and the attached bath room thereto on the ground floor of the building therein and also subject to payment of Rs.500/- per month to Sri Ajit Kumar Mukherjee during his natural life month by month.

Rs.1,88,779.00 Ashis Kumar Mukherjee.

3. Lot 'C' - agricultural rayati land of 1.57 acres (about 6500 sq.m.) in Manickpur, P.S. Sonarpur in the district of 24-Parganas (South) fully described in the Second Schedule hereto.

Rs.1,20,000/- Ashim Kumar Mukherjee.

4. Lot 'D' Jewellery and/or gold ornaments comprised in and fully described in the Third Schedule hereto.

Rs.48,109/- Smt. Swati Bhatta-charyya.

5. Lot 'E' Jewellery and/or gold ornaments comprised in and fully described in the Fourth schedule hereto.

Rs.47,996/- Smt. Sikha Ganguly

*Director  
of  
Revenue  
Muzaffarpur*

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AND WHEREAS upon consideration of the value of the shares of each of the parties in the joint properties as also the valuation of Lots 'A', 'B', 'C', 'D' and 'E' as mentioned hereinabove and having regard to the separate allotments to each of the parties as aforesaid it is further agreed by each of the parties hereto that for the purpose of equalising the said partition between the parties the said party hereto of the Second Part namely Sri Ashis Kumar Mukherjee shall pay to each of the parties hereto of the Fourth and Fifth parts a sum of Rs.43,779/- and the party hereto of Third part shall pay to each of the parties hereto of the Fourth and Fifth parts sums of Rs.9,333/- and Rs. ~~9,446~~ 9,446/- respectively as and by way of owelty money or compensation for the purpose of equalising the said partition and making same effective and complete.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreements by and between the parties and in consideration of the separate and absolute allotments and ownerships acquired by the parties in respect thereof and valuations thereof made as mentioned hereinabove and in further consideration of the mutual transfers of interests in Lot 'A' by the parties hereto by way of partition in favour of the party hereto of the First Party for the term of his natural life together with the agreement and assurance given by the party hereto of the Second Part as to the payment to him of the sum of Rs.500/- per month during the term of his life time, all at the valuation mentioned

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hereinabove, he the said party hereto of the First Part as to his undivided 1/5th Part of share or interest in the said joint properties and as beneficial owner thereof doth hereby convey, release relinquish confirm, assign and transfer by way of partition unto the party hereto of the Second Part ALL THAT his undivided 1/5th share or interest in the said Lot 'B' and his undivided one-fifth share or interest in Lot 'C' in favour and/or unto the party hereto of the Third part OR HOWSOEVER OTHERWISE together with land and all buildings erections, walls, fixtures, yards, ways, paths common or other passages, drains, water courses, and all manner of former and other rights, lights, liberties, easements, profits, privileges, appendages and appurtenances and all right title and interest whatsoever to the said undivided one-fifth part or share and the reversion and reversions remainder or remainders rents, issues and profits thereof and of every part or parcel thereof and ALL THE ESTATE right title interest, inheritance, reversion, use trust possession property claim and demand whatsoever both at law and in equity of his the party hereto of the First part into and upon the said Lot 'B' and Lot 'C' and every part thereof TO HAVE AND TO HOLD the said lot 'B' hereby granted transferred conveyed released, confirmed and assured or expressed or intended so to be with their right members or appurtenances unto and to the use of the party hereto of the Second Part and the said Lot 'C' unto and to the use of the party hereto of the Third Part absolutely and

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forever in severality free from all claims and demands whatsoever made done executed suffered by the party hereto of the First Part AND doth also deliver, make over possession and transfer by way of partition unto the party hereto of the Fourth Part hereto ALL THAT his undivided one fifth share in or right to the said lot 'D' and his undivided one-fifth share or interest in Lot 'E' unto the party hereto of the Fifth part with all right to the moveables described therein to the use and for the benefits of the said parties hereto of the Fourth and Fifth parts respectively absolutely forever in severality and have delivered possession thereof simultaneously with a view to divest himself of all ownership therein as to his one-fifth share or interest in the said Lots 'D' and 'E' and pass title thereof unto and in favour of the parties hereto of the Fourth and Fifth parts respectively to all intents and purposes AND THAT the party hereto of the Fourth and Fifth parts do hereby declare that they have accepted and obtained possession and control of the same.

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AND THIS INDENTURE FURTHER WITNESSETH that in pursuance of the said agreements by and between the parties and in consideration of the separate and absolute allotments and ownership acquired by the parties in respect thereof and the valuations thereof made as mentioned hereinabove and in further consideration of the delivery of possession and passing of title and mutual transfers of interests in and

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rights to Lot 'D' and Lot 'E' by way of partition by the parties hereto of the First, Second, and Third parts hereto in favour of parties hereto of the Fourth and Fifth parts and in further consideration of the sum of Rs.43,779/- paid to each of the parties hereto of the Fourth and Fifth parts, duly paid by the party hereto of the Second part and a further sums of Rs.9,333/- and Rs.9,446/- paid by the party hereto of the Third part to each of the parties of the Fourth and Fifth parts respectively, duly paid by the party hereto of the Third Part, by way of equalising the value of their shares in the partition on or before the execution of this presents, the receipt whereof the parties of the Fourth and Fifth parts hereunder written admit and acknowledge as full value of each of their undivided one fifth shares or interest they the parties hereto of the Fourth and Fifth parts to each of their undivided 1/5th Part or share or interest in the said joint properties as beneficial owners thereof do hereby grant release convey transfer and assure unto the party of the First part for the term of his natural life ALL THAT each of their undivided 1/5th share or interest in the said lot 'A' and unto the party of the Second Part ALL THAT each of their undivided share or interest in lot 'B' and unto the party hereto of the Third Part ALL THAT each of their undivided share or interest in Lot 'C' OR HOWSOEVER OTHERWISE TOGETHER WITH all lands buildings, erections, walls, fixtures, yards, ways, paths

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*S. D.*

common or other passages, drains, water courses and all manner of former and other rights lights liberties easements profits privileges appendages and appurtenances whatsoever to the said undivided 1/5th share and the reversion and reversions remainder or remainders, rents, issues and profits thereof and of every part or parcel thereof and all the estate right title interest inheritance reversion use trust possession property claim and demand whatsoever both at law and in equity of them the parties hereto of the Fourth and Fifth parts into and upon the said joint properties or seperated allotted properties being Lots 'A', 'B' and 'C' and every part thereof TO HAVE AND TO HOLD the said lots 'A', 'B' and 'C' hereby granted transferred, conveyed confirmed and assured or expressed or intended so to be with their rights members or appurtenances unto and to the use of the parties of the First, Second and Third parts respectively as aforesaid absolutely and forever in severalty free from all encumbrances claims and demands whatsoever made done executed suffered by the said parties of the Fourth and Fifth parts.

AND THIS INDENTURE FURTHER WITNESSETH that in pursuance of the said agreements by and between the parties and in consideration of the transfer of undivided shares in the joint properties made by the parties hereto and the valuations thereof made as mentioned hereinabove and in further consideration of the mutual transfers of interest in Lot 'C' by the parties hereto of the First, Second, Fourth

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and Fifth parts by way of partition in favour of the party hereto of the Third Part as to each of their undivided one-fifth shares therein and upon the payments made to the parties of the Fourth and Fifth parts by way of owelty money, he the party of the Third Part as to his undivided 1/5th part or share or interest in the said lots 'A', 'B', 'D' and 'E' of the joint properties and as beneficial owner thereof do hereby convey release confirm and transfer by way of partition unto the party of the First part ALL THAT his undivided 1/5th share or interest in Lot 'A' and unto the party of the Second part ALL THAT his undivided 1/5th share or interest in Lot 'B' OR HOWSOEVER OTHERWISE TOGETHER WITH all lands buildings, erections walls, fixtures, yards ways, paths common or other passages, drains, water courses and all manner of former and other rights, lights, liberties easements profits, privileges appurtenances and appurtenances whatsoever to the said undivided 1/5th share in the said Lots 'A' and 'B' and the reversion and reversions and remainder or remainders rents, issues and profits thereof and of every part or parcel thereof and all the estate right title interest inheritance reversion use trust possession property claim and demand whatsoever both at law and in equity of him the party of the Third part into and upon the said lots or allotments being lots 'A' and 'B' and every part thereof TO HAVE AND TO HOLD the said Lot 'A' and 'B' hereby granted transferred conveyed released confirmed and assured or expressed or intended so to be with their rights members appurtenances unto and to the use of the parties of the First and Second parties hereto respectively as aforesaid

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absolutely and forever in severalty free from all encumbrances claims and demands whatsoever made done executed suffered by the party of the THIRD PART AND also doth hereby deliver make over possession and transfer by way of partition unto the party hereto of the Fourth Part ALL THAT his undivided share in or right to the said lot 'D' and unto the party hereto of the Fifth Part his undivided share in or right to the said lot 'E' with all right to the moveables described therein to the use and for the benefits of the said parties hereto of the Fourth and Fifth parts absolutely and forever in severalty and have delivered possession thereof simulteneously with a view to divest himself of all ownership therein as to his undivided one-fifth share or interest in the said lots 'D' and 'E' and pass title thereof unto and in favour of the parties hereto of the Fourth and Fifth Parts respectively to all intents and purposes AND THAT the parties hereto of the Fourth and Fifth parts do hereby declare that they have accepted and obtained possession and control of the same.

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S.B.  
S.G.

AND THIS INDENTURE FURTHER WITNESSETH that in pursuance of the said agreements by and between the parties and in consideration of the transfer of undivided share in the joint properties made by the parties hereto at the valuations thereof made as mentioned hereinabove and in further consideration of the mutual transfers and releases of interests in Lot 'B' as aforesaid by the

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parties hereto of the First, Third, Fourth and Fifth parts by way of partition in favour of the party hereto of the Second part as to each of their undivided one-fifth shares therein and on the undertaking for monthly payments to the First party given by him the party hereto of the Second part and upon the payments made to the parties of the Fourth and Fifth parts by way of cowley money he the party hereto of the Second part as to his undivided 1/5th part or share or interest in the lots 'A', 'C', 'D' and 'E' of the joint properties and as beneficial owner thereof doth hereby convey release confirm and transfer by way of partition unto the party of the First part ALL THAT his undivided 1/5th share or interest in lot 'A' to be owned and possessed during the term of natural life of the party hereto of the First Part and unto the party hereto of the Third Part ALL THAT his undivided 1/5th share or interest in Lot 'C' or HOWSOEVER OTHERWISE TOGETHER WITH all lands buildings erections, walls, fixtures, ways, yards, paths common or other passages drain, water course and all manner of former and other rights, lights, liberties easements, profits privileges appurtenances and appendages whatsoever to the said undivided 1/5th share in the said Lots 'A' and Lot 'C' and the reversion and reversions and remainder or remainders, rents, issues and profits thereof and of every part or parcel thereof and all the estate right title interest inheritance reversion use trust possession property claim and demand whatsoever both at law and in equity of him the party of the Second Part into

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and upon the said lots or allotments being lots 'A' and Lot 'C' hereby granted transferred or intended conveyed released confirmed and assured or expressed or intended so to be with their rights members or appurtenances unto and to the use of the parties of the First Part and Third part respectively as aforesaid absolutely and forever in severalty free from all encumbrances claims and demands whatsoever made done executed suffered by the party of the Second part AND doth also deliver make over possession and transfer by way of partition unto the party hereto of the Fourth Part hereto ALL THAT his undivided share in or right to in the said Lot 'D' and his undivided share in or right to the said Lot 'E' unto the party hereto of the Fifth Part with all right to the moveables described therein to the use and for the benefits of the said parties hereto of the Fourth and Fifth parts respectively absolutely and forever in severalty and have delivered possession thereof simultaneously with a view to divest himself of all ownership therein as to his one-fifth share or interest in the said Lots 'D' and 'E' and pass title thereof unto and in favour of the parties hereto of the Fourth and Fifth parts respectively to all intents and purposes AND THAT the parties hereto of the Fourth and Fifth parts do hereby declare that they have accepted and obtained possession and control of the same.

AND FURTHER that the parties hereto covenant that each of them and all or any person or persons

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whatsoever having or lawfully or equitably claiming under him or her or in trust for him or her or any of them any estate or interest in the said several portions or allotments of the said joint properties shall and will from time to time and at all times hereafter at the request and costs of any of other of them or any person claiming under such other of them as aforesaid requiring do and execute or cause to be done or executed all such acts deeds and things whatsoever for further or better or more perfectly assuring the said several portions or allotments of and in the said joint properties as shall or may be reasonably required and further that the party hereto of the Second Part shall regularly and each and every month pay to the party of the First Part hereto during his life time a sum of Rs.500/-

The parties hereto hereby agree and covenant with each other as follows :-

THAT EVERY one of them the parties hereto of the First Second Third Fourth and Fifth parts do hereby covenant with every other of them that they shall and may at all times hereafter peaceably and quietly possess and enjoy his respective allotments of the said joint properties hereby granted to him and that the parties hereto of the Second and Third parts shall receive rents issues and profits of their respective allotments, if any, without any lawful eviction interruption, claim or demand whatsoever by every other of them or any person or persons

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lawfully or equitably claiming any estate right title or interest from under or in trust for them or any of them.

AND THE PARTIES HERETO hereby further agree with each other as follows :-

1. That the original Deed of partition shall remain with the custody of the party hereto of the First Part and true copies thereof signed by all the parties hereto will be delivered to each of the other parties hereto who shall be entitled to require production of the original from the former before any Court, of public officer or Arbitrator or Bank or Insurance Company etc, if so desired.

2. It is hereby agreed that the party of the Second part will be entitled to realise the arrears of rent including the arrears if any outstanding in respect of the property allotted to him herein without any claim or objection from any of the other parties and the Second and Third Parties hereto shall be entitled to effect mutation of their respective names as owners of the properties allotted to them respectively before the Calcutta Municipal Corporation and other local authorities.

3. That all revenue taxes and other public charges in respect of the premises No.35/5, Tollygunge Circular Road Calcutta, shall be paid by the party hereto of the Second Part and such taxes in respect of the property allotted to the party hereto of the Third Part shall be borne by the party of the Third part.

Contd....27/-

4. That the Second and Third parties hereto shall henceforth be absolute owners of the properties allotted to each of them respectively and shall hold and enjoy them in severalty and free and discharged from all claims and demands of the other parties as hereto or any one claiming thereupon under or in trust for them subject as stated herein and that on the death of the party hereto of the First Part the property in Lot 'B' allotted hereby to the party hereto of the Second Part shall be free from any claim or demand of the First Party.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece or parcel of revenue free land measuring 4 cottahs 4 chittacks 21 Sq. feet more or less with a partly two and partly three storied building thereon situate lying at and being Plot No. 5 of premises No. 35, Tollygunge Circular Road Calcutta called known and numbered as premises No. 35/5, Tollygunge Circular Road, Calcutta-53, Sub-Registration Office Alipore, Mouza Punjshapur in the district of 24-Pgns butted and bounded as follows :-

ON THE EAST : By busti land and huts, in land belonging to the Estate of Beni Madhab Lala.

ON THE NORTH : By premises No. 67 Block 'P' New Alipore, Calcutta-53.

ON THE WEST : By premises No. 35/6, Tollygunge Circular Road Calcutta.

ON THE SOUTH : Partly by premises No. 35/4, Tollygunge Circular Road Calcutta and partly by 20 feet common Road.

Contd.....28/-

THE SECOND SCHEDULE ABOVE REFERRED TO.

ALL THAT piece or parcel of Rayati land measuring about .52 decimals situate and lying in R.S.No.226, J.L. No.77 in Khatian No.699 (formerly No.82) in Dag No.213 with Danga land in Parganas Magura, Mouza Manikpur in Touzi No.25 (formerly 95) under the P.S. Sonarpur, Sub-Registration Office Baruipur in the District of 24-Parganas (South) having an annual rent of Rs.8/- payable to the Government of West Bengal AND ALL THAT piece or parcel of Rayati land measuring about 1.05 decimals (one acre five decimals) more or less situate and lying at R.S. No.326, J.L.No.77 Mouza Manikour included in Khatian Nos. 699 (formerly 45 and 387) in Dag Nos. 353, 354 and 355 Touzi No.25 (formerly No.95) under the Police Station Sonarpur, Sub-Registration office Baruipur in the District of 24-Parganas (South) annual rent of Rs.8/- payable to the Government of West Bengal. Both the above land totalling about 1.52 (one acre and fifty-two decimals) equivalent to Four Bigha 15 cottahs of land and both the above Dags are contiguous to each other and both the above lands being butted and bounded, that is to say.

es  
or

Rz

77

Area  
total  
mistaken

ON THE EAST : By land of Subhas Chakraborty and others and Bishnupada Das.

ON THE WEST : By the Union Board Road.

ON THE SOUTH : By homestead of Debendra Bhowmick and Nityalal etc.

ON THE NORTH : By home-stead of late Hari Sadhan Das and Land of Krishnakanta Debnath.

THE THIRD SCHEDULE ABOVE REFERRED TO LIST OF JEWELLERY AND/OR ORNAMENTS.

	<i>As per Ann.</i>	as on 22-2-'10 <u>Valued at</u> ( in Rs. )
1. One Gold necklace, one pair of earclips and ring with int. red stones in gold.	<i>S. B.</i>	18,126/-
2. Two choories in gold.		7,781/-
3. Two rings in gold.		1,197/-
4. Three choories in gold.		11,258/-
5. One haar in gold.		9,747/-
Total		<u>Rs: 48,109/-</u>

THE FOURTH SCHEDULE ABOVE REFERRED TO :

LIST OF JEWELLERY AND/OR ORNAMENTS.

	<i>As per Ann.</i>	as on 22-2-'10 <u>Valued at</u> ( in Rs. )
1. Two banties set with int. red and white stones in gold.	<i>S. B.</i>	16,332.00
2. Three choories in gold.	<i>S. B.</i>	11,600.00
3. One pair of earpasa in gold.		2,822.00
4. One bichha haar with locket set with int. stones in gold.		15,760.00
5. Two rings in gold.		1,482.00
Total		<u>Rs. 47,996.00</u>

Contd....30/-

IN WITNESS WHEREOF the parties have hereunto set  
and subscribed their respective hand and seal the day  
month and year first above written.

SIGNED SEALED AND DELIVERED by

the FIRST PART AJIT KUMAR MUKHERJEE

at Calcutta in the presence of :-

- 1) Anam Bantia  
FD-9/1, Salt Lake City  
Calcutta - 700091
- 2) Tapan Kumar Gangopadhyay,  
E-17/6, Kanungo's Housing Estate,  
Salt Lake City, 700091

*Ajit Kumar Mukherjee*

SIGNED SEALED AND DELIVERED by

the SECOND PART ANHIS KUMAR

MUKHERJEE at Calcutta in the

presence of :-

- 1) Anam Bantia
- 2) Tapan Kumar Gangopadhyay

*Anhis Kumar Mukherjee*

SIGNED SEALED AND DELIVERED by

the THIRD PART ANIM KUMAR

MUKHERJEE at Calcutta in the

presence of :-

- 1) Anam Bantia
- 2) Tapan Kumar Gangopadhyay

*Anim Mukherjee*

*Anim*  
*3.B.*

SIGNED SEALED AND DELIVERED by

the FOUR PART SMT. SWATI

BHATTACHARYYA at Calcutta in the

presence of :-

1) *Asin Bhattacharyya*

2) *Tapan Kumar Gangopadhyay*

SIGNED SEALED AND DELIVERED by

the FIVE FIFTH PART SMT. SIKHA

GANGULY at Calcutta in the

presence of :-

*Asin*  
*S.Km*  
*Ah*  
*S.B.*

S.E. 1) *Asin Bhattacharyya*

*Shikha Ganguly*

2) *Tapan Kumar Gangopadhyay*

RECEIVED of and from the within named parties of the Second and Third parts the within mentioned sums of Rs. 43,779/- and Rs. 9,333/- respectively being the dowry and/or equalization money payable under these presents as per memo herunder :-

MEMO OF CONSIDERATION.

By cheque No. 081130 dated 08.3.1990 issued on Canara Bank plan drawn by 17, B. B. Road, 700001. the said Ashim Kumar Mukherjee in favour of Smt. Swati Bhattacharjee ... Rs. 43,779/-

By cheque No. 550529 dated 08.3.1990 issued on U.B.I., Lalbazar Br, 700001 drawn by the said Ashim Mukherjee in favour of Smt. Swati Bhattacharjee. ... Rs. 9,333/-

Total Rs. 53,112/-

(Rupees fifty three thousand one hundred and twelve) only.

Swati Bhattacharjee

Swati Bhattacharjee

Ashim Kumar Mukherjee



RECEIVED of and from the within named parties of the  
Second and Third Parts the within mentioned sums of Rs. 43,779/-  
and Rs. 9,446/- respectively being the dowry and/or equalisation  
money payable under these presents as per memo hereunder :-

MEMO OF CONSIDERATION.

By cheque No. 081131 dated 08.3.1990  
issued on Canalys Bank drawn by the  
17, B. B. Road, 23, 700061  
said Ashis Kumar Mukherjee in favour of Smt.  
Sikha Ganguly. Rs. 43,779/-

By cheque No. 556530 dated 08.3.1990  
issued on U.B.I., Lalbazar Br., 700001 drawn by the  
said Ashis Kumar Mukherjee in favour of Smt. Sikha  
Ganguly. Rs. 9,446/-

Total Rs. 53,225/-

(Rupees Fifty three thousand two hundred and twenty five)  
only.

Recd  
Smt. Ashis Kumar Mukherjee

Sikha Ganguly

San Kumar Ganguly

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Being No. 10  
For the year 1990

DATED 11<sup>th</sup> DAY OF MARCH 1990

10-5-90  
BETWEEN

- AJIT KUMAR MUKHERJEE FIRST PARTY
- ASHIS KUMAR MUKHERJEE SECOND PARTY
- ASHIM MUKHERJEE THIRD PARTY
- SMT. SWATI BHATTACHARYA FOURTH PARTY
- SMT. SHIKHA GANGULY FIFTH PARTY

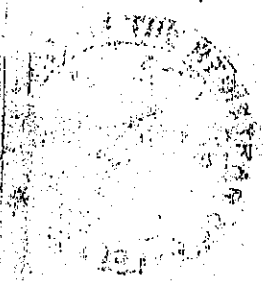
A.N.D.

*Immale*  
SOLICITOR & ADVOCATE  
CALCUTTA

10-5-90

N: 2  
A: 2  
A: 2  
S: 2  
S: 2  
M

DEED OF PARTITION



MR. BHASKAR MITRA  
SOLICITOR & ADVOCATE  
12/1, OLD POST OFFICE STREET,  
CALCUTTA.

*b*  
SOLICITOR & ADVOCATE  
CALCUTTA  
9/3/90