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of November, One thousand nine hundred eighty six

BETWEEN SRIASHISH KUMAR ROY, son of late

Dr. Amal Rumar Roy, residing at 1/C-10 MISSIM HUI

Faridabad, Maryana of the FIRST PART A M D

(2) SRIAMJAN KUMAR ROY, son of late Dr. Amal Kumar

Roy, residing at J.C.T.Mills Colony, Phagwara, District

Kapurthalla (Punjab) represented by his constituted

Attorney, his mother, Sm. Santi Rani Devi alias Santi

Rani Roy wife of late Dr. Amal Kumar Roy of Kamdahari

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schedule. ...

St. Ho. - 8207 (3) sold to Sri Sm. A Ship Kampahus Nasyel Congae BB 2000/ Bar 19/11/87 Stamp Mirk. Aligora in 2830% 8207(3) 45 P.M. on the. 1 2000y 1 = 1 An 2000 10 56 Ranco-Roy 8/1 Xate 25. Moto Brown Rey Q. Ne-10 Nissen by Tir Registy with Differ LON 14 Pargence by Manual Chairman of the Reportants | Chairman of the Rep hat faridaben Horciena 2) Kriskon Prisoras Dem Dam Calcatta 28 3) Resolver Post 200. Asho Ke Cherkreston of 2013 Judow Thosh Read Saraine Colomba 61

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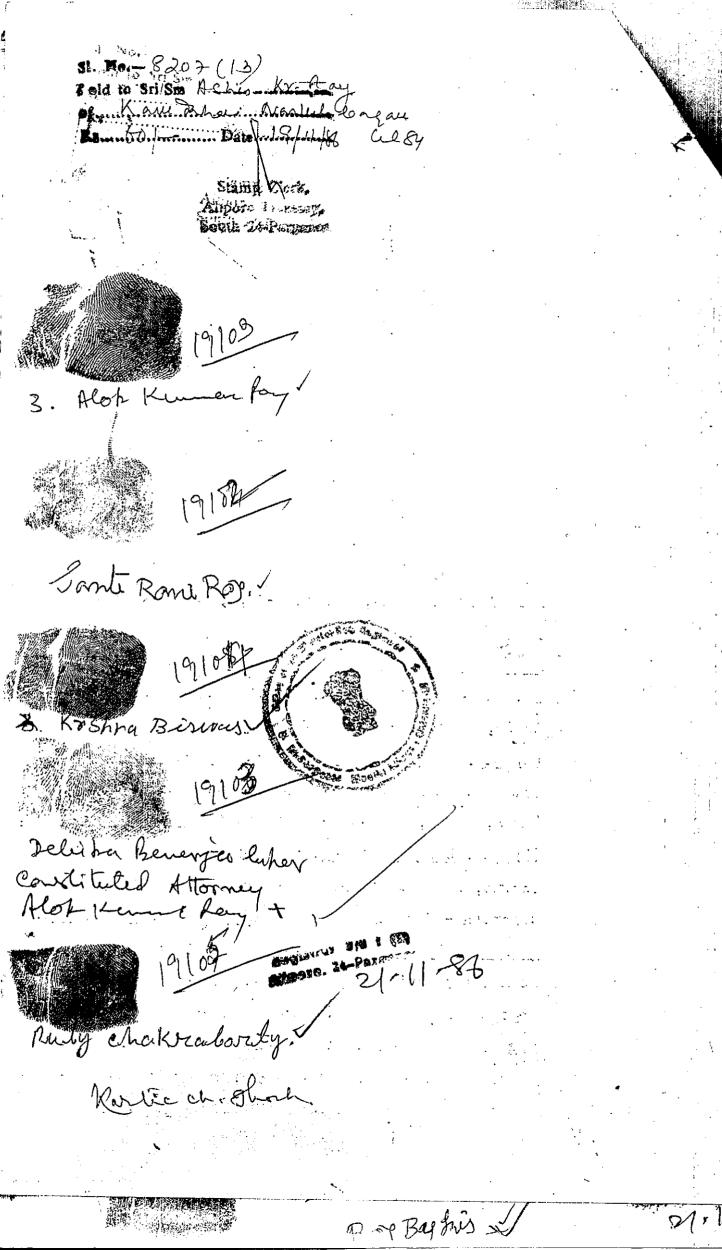
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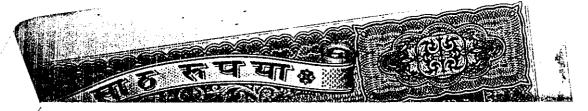
60 Rs.



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Narkelbagan, Garia, Calcutta-84, appointed by a registered general power of attorney of the SECOND PART AND (3) SRI KLOK KUMAR ROY, son of late Dr. Amal Kumar Roy, residing at Kamdahari, Narkelbagan, Garia, Calcutta-700084 of the THIRD PA (4) SMT. SANTI RANT DEVI alias SANTI RANT ROY, wife of late Ir. Amal Kumar Roy residing at Kamdahari, Narkelbagan, Garia, Calcutta-700084 of the FOURTH PART A N D (5) SMT. KRISHWA BISWAS, wife of Sri Bharat Bhasad ST Biswas, residing at 555, Jawpur Road, Dum Dum, J. J. C.S. Calcutta - 700 028 of the FIFTH PART A N D (6) SMT. DEVIKA BANGELJEE, wife of Sri Mihir Banerjee residing at Maharajapokhar Purani Gudri, Muzafarpur (Bihar) represented by her constituted attorney Sri Alok Kumer Roy son of late Dr. Amal Kumar Roy of Kamdahari Markelbagan, Garia, Calcutta-84, appointed by a registered power of attorney of the SIXTH PART





60 Rs.



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(7) <u>SMT. RUBY CHAKRABORTY</u>, wife of Sri Ashok Chakraborty residing at 20/3, Jadav Ghosh Road, P.O. Sarsuna, - Calcutta - 700 061 of the <u>SEVENTH PART</u>:

MHEREAS the property, fully described in the Schedule "X" hereinbelow, hereinafter referred to as the said property total value of the said property being Rs. 42,000/- was the absolute property of - Dr. Amal Kumar Roy who has acquired title to the said property by virtue of his purchase of the same from M/s. Ramanath Estate Ltd. and M/s. Calcutta - Colonies Ltd. by an Indenture dated 25.2.1956 which was registered at the Office of the Sub-Registrar, Alipore Sadar, in Book No.1, Volume No. 30, Pages 116 to 125 as Being No. 1374 for the year 1956 AND WHEREAS the said Dr. Amal Kumar Roy was a Hindu by faith and was governed by Dayabhaga School of Hindu Law.

AND WHEREAS ....

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and whereas the said Dr. Amal Kumar Roy died on 31st March 1985 leaving behind him three sons namely, Sri Ashish Kumar Roy, Sri Anjan Kumar Roy and Sri Alok Kumar Roy and wife Smt. Santi Rani Roy and three daughters, namely Smt. Krishna Biswas, Smt. Devika Banerjee and Smt. Ruby Chakraborty, the parties of the First, Second, Third, Fourth, Fifth, Sixth and Seventh Part.

AND WHEREAS the said three sons, wife and three daughters inherited the said property in equal shares

AND WHEREAS the said legal heirs of the said deceased Dr. Amal Kumar Roy are now the joint owners of the said property, each of whom having one-seventh share therein, and they are in joint possession thereof.

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AND WHEREAS the parties herein are facing difficulties in possessing and enjoying the said property jointly and it is also very difficult for each of them to enjoy his or her share in the said property exclusively as the said property has not yet been partitioned AND WHEREAS the parties abovenamed intend to make amicable partition of the said property by metes and bounds.

AND WHEREAS the said property being a very small quantum of land with a single storied building standing thereon, it is very difficult to make - partition thereof by making separate allotment in favour of each of the aforesaid co-sharers or legal heirs and it is also difficult to enjoy the share of each of the parties abovenamed conveniently after - partition....

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partition AND WHEREAS considering the aforesaid difficulties the three daughters of the deceased Dr. Amal Kumar Roy have decided and/or agreed to transfer and/or sell their respective undivided shares in the said property to the three sons of the deceased Dr. Amal Kumar Roy for consideration.

Roy and the mother of the sons and daughters of late Dr. Amal Kumar Roy has agreed to transfer her undivided 1/7th share in the said property to her said three sons by way of gift considering the difficulty in enjoying and/or possessing conveniently her share in the said property exclusively after partition AND WHEREAS the said three sons of late Dr. Amal Kumar Roy have assured the said Sm. Santi Rani Foy, the wife of the deceased Dr. Amal Kumar Roy that...

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that they would make arrangement for giving her residential accommodation in a portion of the said property.

AND WHEREAS the parties abovenamed have mutually agreed to make amicable partition of the said property amongst the three sons of late Dr.Amal Kumar Roy in equal share.

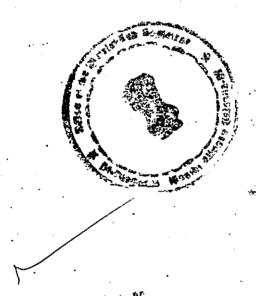
and amicable partition and/or division of the said property by metes and bounds the parties abovenamed have mutually agreed and decided to have the said property partitioned by metes and bounds in the manner hereinafter appearing after the aforesaid transfers of the snares of the said three daughters and their mother.

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## HOW THIS DEED WITNESSES :

That in pursuance of the said agreement and for a consideration of Rs. 6,000/- (Rupees six thousand only), being the price of the undivided 1/7th share of Sm. Krishna Biswas, the Fifth Part herein in the said property, paid by the three brothers, namely -Sri Ashish Kumar Roy, Sri Anjan Kumar Roy and Sri Alok Humar Roy, the First, Second and Third Part herein to the said Sm. Krishna Biswas, the receipt whereof is hereby acknowledged by Sm. Krishna Biswas, the said Sm. Krishna Biswas hereby transfers or sells her entire undivided 1/7th share in the said property to the said Sri Ashish Kumar Roy, Sri Anjan Kumar Roy and Sri Alok Kumar Roy in equal share and also hereby delivers possession thereof to them jointly And it is

hereby....

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hereby declared that the said Sm. Krishna Biswas has no right, title to or interest or possession whatsoever in the said property or any portion thereof owing to the said transfer or sale.

That in pursuance of the said agreement and 2. for a consideration of Rs. 6,000/- (Rupees six thousand only), being the price of the undivided 1/7th share of Devika Banerjee, the Sixth Part herein in the said property, paid by the three brothers, namely Sri Ashish Kumar Roy, Sri Anjan Kumar Roy and Sri Alok Kumar Roy, the First, Second and Third Part herein to the said Sm. Devika Banerjee, the receipt whereof is hereby acknowledged by Sm. Devika Banerjee, the said Sm. Devika Banerjee hereby transfers or sells her entire undivided 1/7th share in the said property to the said Sri Ashish Kumar Roy, Sri Anjan Kumar Roy

and....

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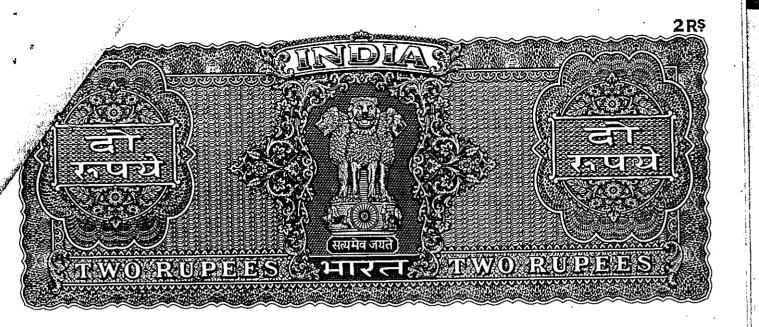
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and Sri Alok Kumar Roy in equal share and also hereby delivers possession thereof to them jointly And it is hereby declared that the said Sm. Devika Banerjee has no right title to or interest or possession whatsoever in the said property or any portion thereof owing to the said transfer or sale.

3. That in pursuance of the said agreement and for a consideration of Rs. 6,000/- (Rupees six thousand only), being the price of the undivided 1/7th share of Sm. Ruby Chakraborty, the Seventh Part herein, in the said property, paid by the three brothers, namely Sri Ashish Kumar Roy, Sri Anjan Kumar Roy and Sri Alok Kumar Roy, the First, Second and Third Part herein to the said Sm. Ruby Chakraborty, the receipt whereof is hereby acknowledged by Sm. Ruby Chakraborty, the said Sm. Ruby Chakraborty hereby transfers or sells

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her entire undivided 1/7th share in the said property to the said Sri Ashish Kumar Roy, Sri Anjan Kumar Roy and Sri Alok Kumar Roy in equal share and also hereby delivers possession thereof to them jointly And it is hereby declared that the said Sm. Ruby Chakraborty has no right title to or interest or possession whatsoever in the said property or any portion thereof owing to the said transfer or sale.

out of natural love and affection, Sm. Santi Rani Devi alias Santi Rani Roy, the wife of late Dr.Amal Kumar Roy, hereby transfers her entire undivided - 1/7th share in the said property, the value of which is Rs. 6,000/- (Rupees six thousand only), by way of gift in favour of her said three sons, namely Sri Ashish Kumar Roy, Sri Anjan Kumar Roy and Sri Alok Kumar Roy, the First, Second and Third Part herein,

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in equal share and she hereby delivers possession thereof to her said three sons jointly and the said Sm. Santi Rani Roy alias Santi Rani Devi hereby - declares that she has no right, title to or interest in or possession whatsoever in the said property owing to her aforesaid gift in favour of her said three sons.

AND WHEREAS in view of the aforesaid transfers the three sons of late Dr. Amal Kumar Roy, namely - Sri Ashish Kumar Roy, Sri Anjan Kumar Roy and Sri Alok Kumar Roy, the First, Second and Third Part herein have become the absolute owners of the said property described in the Schedule "X" hereunder, in equal shares, each having 1/3rd share therein.

AND WHEREAS the said three sons in pursuance of the aforesaid agreement have decided to partition the....



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the said property by metes and bounds amongst themselves in the manner hereinafter appearing.

#### NOW THIS DEED FURTHER WITNESSES:

l. That the said Anjan Kumar Roy and Sri Alok Kumar Roy hereby and hereunder grant, convey, transfer, assure, assign, confirm and release unto the said Ashish Kumar Roy the First Part herein ALL THAT the property set forth in the Schedule 'A' hereunder TOGETHER WITH all trees, swears, drains, water, water courses, lights, liberties, easements, appendages and appurtenances whatsoever so as to constitute the said Ashish Kumar Roy the sole and absolute owher of the property described in the Schedule 'A' hereunder freed and discharged from all rights in common and all claims, demands

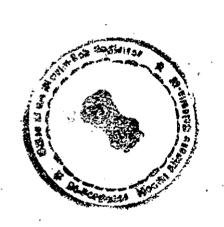
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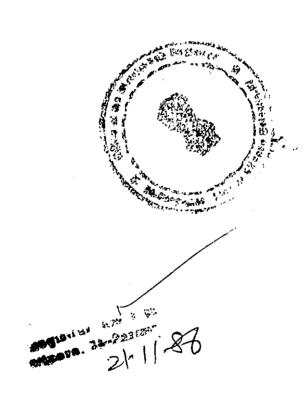


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whatsoever of the parties of the other parts concerning the same and TO HAVE AND TO HOLD the same absolutely and for ever in fee simple in severalty against the said - Anjan Kumar Roy and Sri Alok Kumar Roy.

- Roy hereby and hereunder grant, convey, transfer, assure, assign, confirm and release unto the said Anjan Kumar Roy the Second Part herein ALL THAT the property set forth in the Schedule 'B' hereunder TOGETHER WITH all trees, swears, drains, water, water courses, lights, liberties, easements, appendages and appurtenances whatsoever so as to constitute the said Anjan Kumar Roy the sole and absolute owner of the property described in the Schedule 'B' hereunder freed and discharged from all rights in common and all claims, demands whatsoever of the parties of the other parts concerning the same and TO HAVE AND TO HOLD the same absolutely and for ever in fee simple in severalty against the said Sri Ashish Kumar Roy and Sri Alok Kumar Roy.
  - Kumar Roy hereby and hereunder grant, convey, transfer, assure, assign, confirm and release unto the said Alok Kumar Roy, the Third Part herein ALL THAT the property set forth in the Schedule 'C' hereunder TOGETHER WITH all trees, swears, drains, water, water courses, lights, -liberties, easements, appendages and appurtenances whatsoever so as to constitute the said Alok Kumar Roy the sole and absolute owner of the property described in the Schedule....



Schedule 'C' hereunder freed and discharged from all rights in common and all claims, demands whatsoever of the parties of the other parts concerning the same and TO HAVE AND TO HOLD the same absolutely and for ever in fee simple in severalty against the said Ashish Kumar Roy and Anjan Kumar Roy.

That Sm. Santi Rani Roy alias Santi Rani Devi, wife of late Dr. Amal Kumar Roy and mother of Sri Ashish Kumar Roy, Sri Anjan Kumar Roy and Sri Alok Kumar Roy, shall have the right to reside in one of the rooms allotted to Sri Alok Kumar Roy and fully described in the Schedule 'C' hereunder and the said room is marked and/or shown as room no. 20 in the map or plan annexed here to, during her life time and she shall have the right to reside in the said room without paying any money to Sri Alok Kumar Roy towards rent or license fee or premium and Sri Alok Kumar Roy shall not be liable to demand any money from Sm. Santi Rani Devi alias Santi Rani Roy for her occupation or enjoyment of or living in the said room. Sri Alok Kumar Roy shall bear all expenses for the maintenance or repairing of the said room and he shall take all the responsibility or liability for maintaining or repairing the said room. After the death of Sm. Santi Rani Roy alias Santi Rani Devi the said Sri Alok Kumar Roy shall automatically get possession of the same and no heir of Sm. Santi Rani Roy alias Santi Rani Devi other than Sri Alok Kumar Hoy, shall inherit the said room or claim the possession or title thereof in any capacity.



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- 5. That the properties described in the Schedules A, B and C hereunder are of equal value and the total value of the entire property as described in the Schedule "X" is Ns. 42,000/- (Rupees forty two thousand only).
- feet written as "common space for B and C" in the map or plan annexed herewith and passage measuring an area of 306 sq. feet written as "common passage for B & C" shall be the joint property of Sri Anjan Kumar Roy and Sri Alok Kumar Roy and the same shall remain in joint possession of the said Sri Anjan Kumar Roy and Sri Alok Kumar Roy. The said common passage and common space have been mentioned in the annexed map as open space and the same have been shown with red border in the annexed map or plan.

# ALD THIS DEED FURTHERMORE WITNESSETH as follows :-

the custody and possession of all the documents of title as also the original of this deed and will at the request and cost of all the sons, daughters and wife of late Dr. Amal Kumar Roy 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 them or any of them and unless prevented by fire or any other inevitable accident keep them safe, unobliterated and uncancelled.



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- b) That the properties set forth in the Schedule 'A'

  1B: and 'C' below are free from encumbrances.
- c) That no party shall be entitled to any easements or quasi easements over the allotments made to the other parties which are all hereby extinguished.
- tive allotments and hold, possess and enjoy the same in severalty absolutely against each other without any claim, demand or interruption what-soever from the other.
- e) That each party shall, at the request and cost of the other parties, 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.
- challenged under any circumstances by reason of any error or ommission 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.



#### SCHEDULE "X"

### (Description of the entire joint property) .

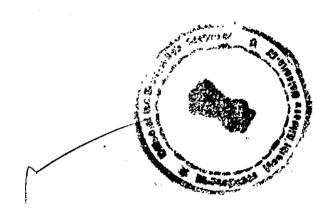
ALL THAT piece and parcel of land measuring 3(three) cottahs 7(seven) chittaks 28(twentyeight) sq.feet. be the same a little more or less being portion of the land comprised in C.S.Dag No. 428 C.S. Khatian No. 382 of Mouja Kamdahari, J.L.No. 49, P.S. Regent Park (previous P.S. Tollygunge) District 24 Parganas (now South 24 Parganas), fully described in the schedules of the deed of sale (Indenture) dated 25.2.1956 executed by M/s. Ramanath Estate and M/s. Calcutta Colonies Ltd. in favour of Dr. Amal Kumar Roy and registered at the office of the Subhegistrar Alipore Sadar, in Book No.1, Volume No.80, Pages 116 to 125 as being No. 1374 for the year 1956, which is now situated within Ward No. 111 of the Calcutta Municipal Corporation and recorded as premises No. 13, Narkelbagan, Calcutta-700 084 in the Assessment Register of the Calcutta Municipal Corporation, TOGETHER WiTH one storied pucca building standing on a portion thereof.

#### Schedule 'A'

# (Allotted to Sri Ashish Kumar Roy) .

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ALL THAT open space measuring an area of 1160.25 square feet, be the same a little more or less, being portion of the property mentioned in the Schedule "X" hereinabove, demarcated and/or shown with green border and....



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and marked with the letter 'A' in the map or plan annexed hereto value Rs. 14,000/-.

# Schedule 'B' (Allotted to Anjan Kumar Roy).

of 307.41 square feet being a portion of the property mentioned in the Schedule "X" hereinabove be the same a little more or less demarcated and/or shown with yellow border and marked with the letter 'B' in the map or plan annexed hereto together with portion of the one storied building which is exclusively standing on the said 307.41 square feet of land, value Rs.14,000/-.

# Schedule 'C' (Allotted to Alok Kumar Roy) .

ALL THAT piece and parcel of land measuring an area of 451.00 square feet being a portion of the property mentioned in the Schedule "X" hereinabove be the same a little more or less, demarcated and/or show with blue border and marked with the letter 'C' in the map or plan annexed hereto together with portion of one-storied building which is exclusively standing on the said 451.00 square feet of land value Rs. 14,000/-.



IN WITNESS WHEREOF the parties have set their hands the day month and year first above written.

Signed and delivered in presence of :-

1. Ashish Kumes Rof 2. Angon KumarRoy aghis constituted Attorner

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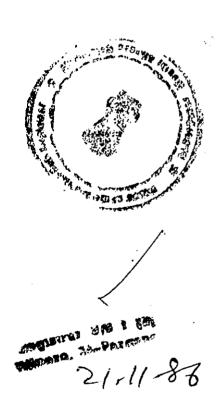
2. Karlic ch. About 5. Krishra Birung Luyher Cal-700027. C Delika Benergee by her constituted Attorney

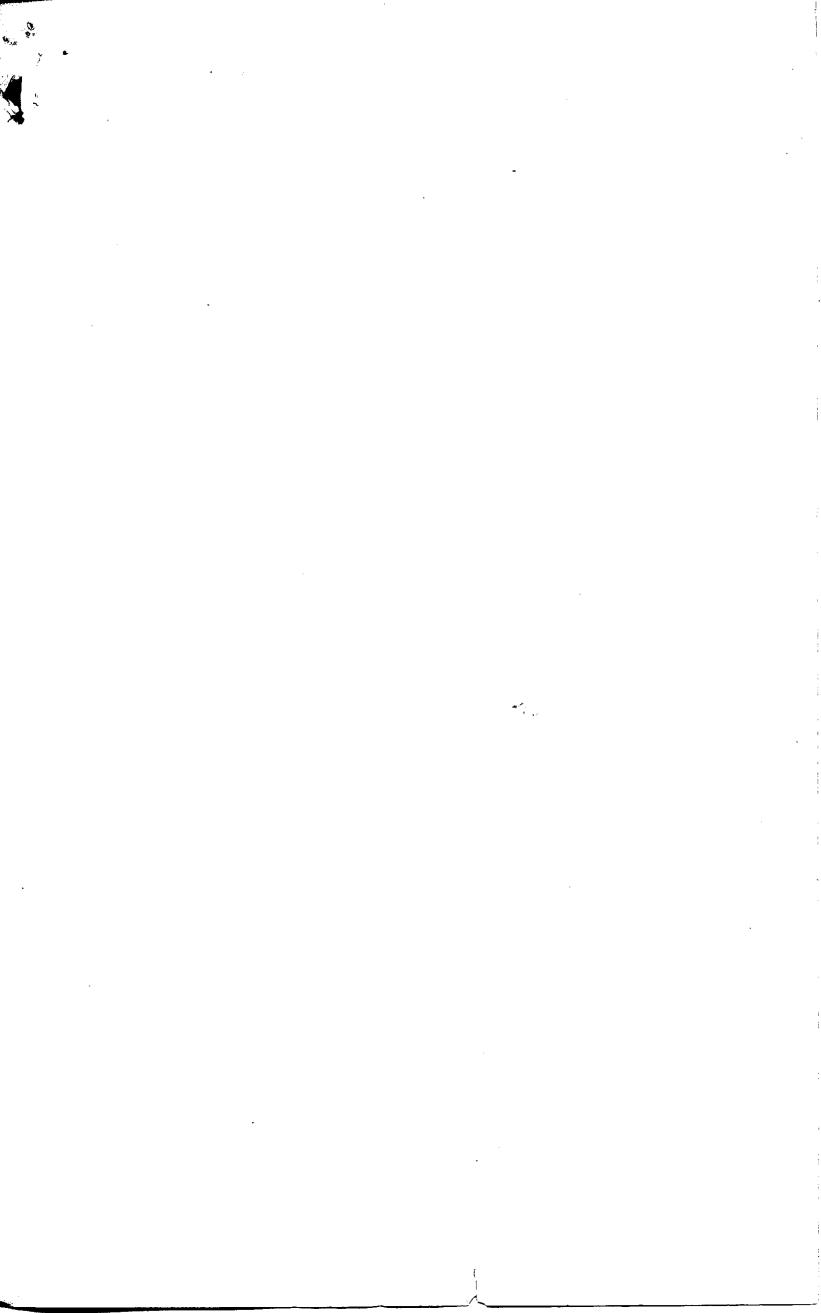
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Drafted by me :

Sankar Mohan Dave Advocate. Alifore Judges Court

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### DEED OF PARTITION

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SRI ASHISH KUMAR ROY

2. SHI ANJAH KUMAT ROY

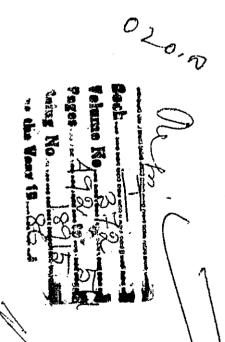
3. SRI ALOK KUMAL ROY

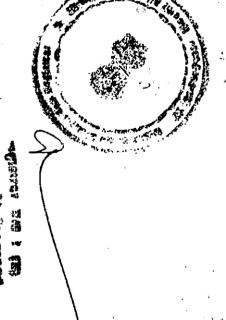
4. SHT. SAHTI RAKE DEVI alias Santi Rani Roy

5. SAT. KRISHMA BISWAS

6. SMT. DEVIKA BAMERJEE

7. SHIT. RUBY CHAKRABORTY.





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20-0" WIDE C.S. & P.S. KHATTHN NO BE **6** COMMON SPACE FOR B& C ROAD (8) **(E)** BINDER CALCU (3) (F) TELA MUNICIPAL CORPORATION RECENTIPARY DIS (3) LAND SRI P. G CHATTERJEE HOUSE OF PARTNAR SIG DRAWN BA PARGANAS COVERD AREA 5B ROOM 4 B. ROOM ROOM ROOM ROOM ROOM OPEN SPACE -ROOM 200% ROOM ROOM OPEN SEACE AREA 0/ LOX KUMAA ROY

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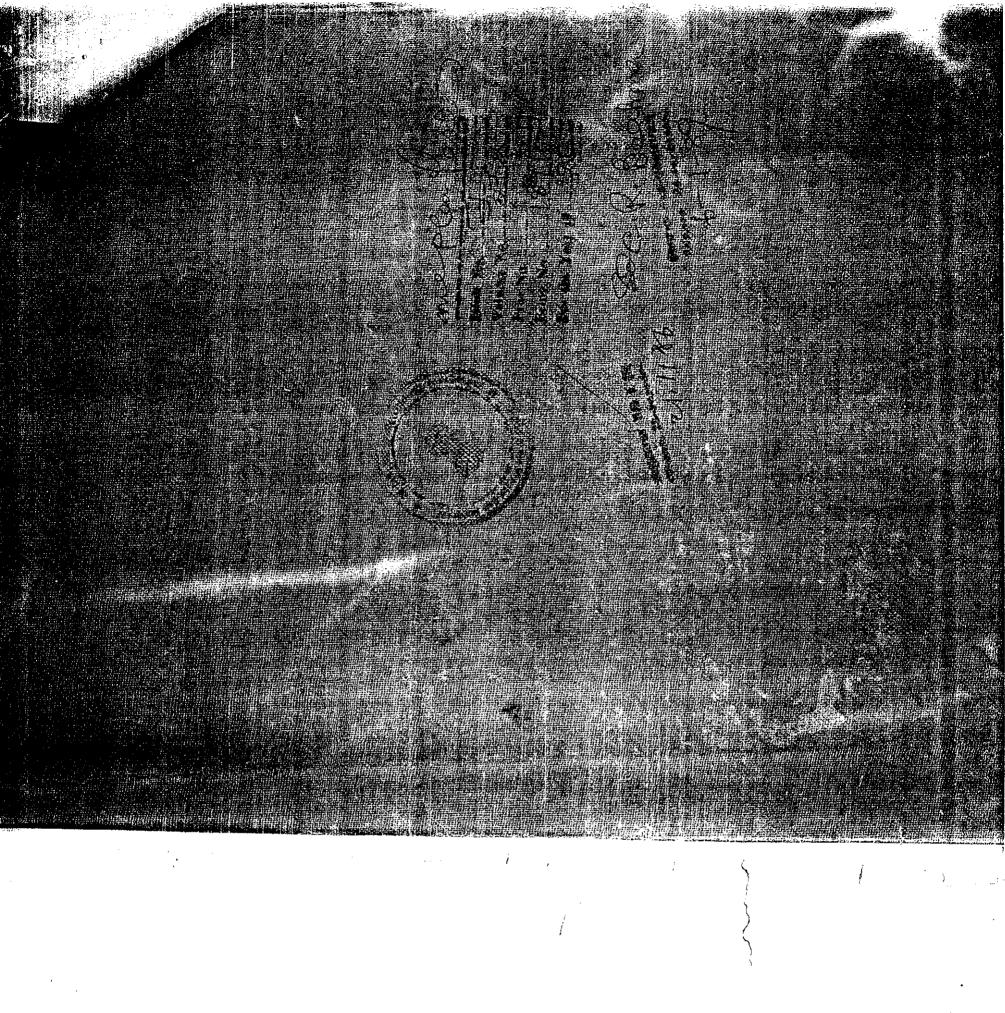
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18-6' = 13-50 356" = 27.53 45.0 = 31-66 25.0 = 12-00 25.0 = 63-00 26.0 = 23-75 26.0 = 23-75 26.0 = 32-00 ANJAN KUMAR POY (8x9:4)=306-0054.food 11-0" = 33-50 M/Ret "X7-6"= 138 75 Sp. A. IMMON SPACE (800) = 307-41 Spfeet = 451-00 Sq. teeb



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