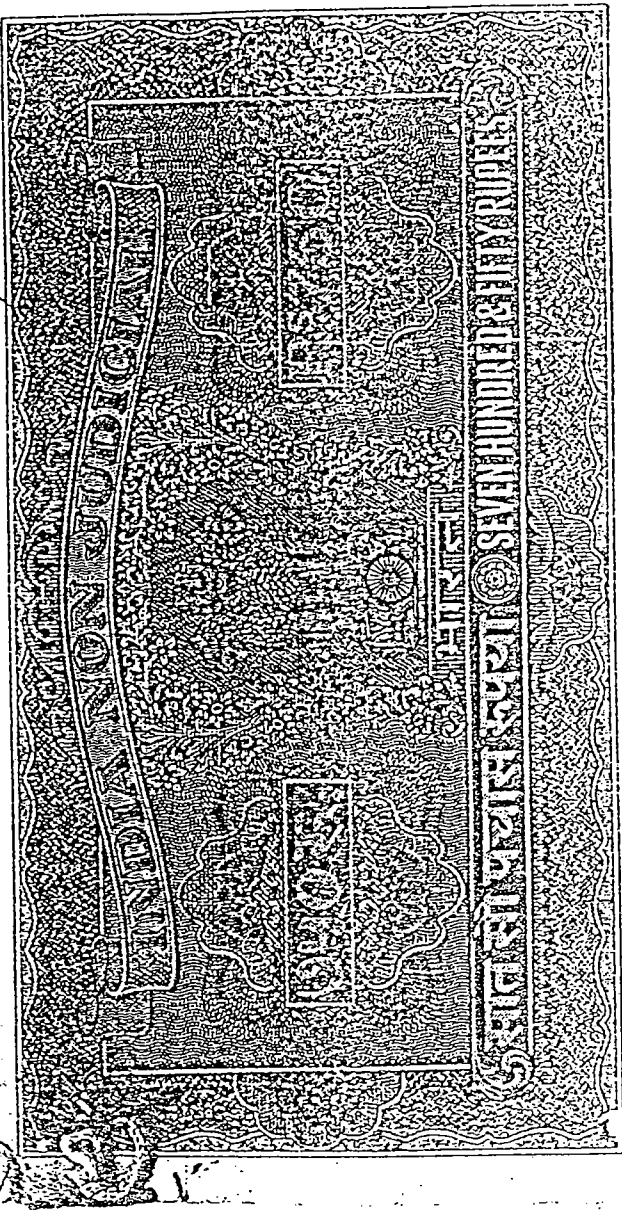


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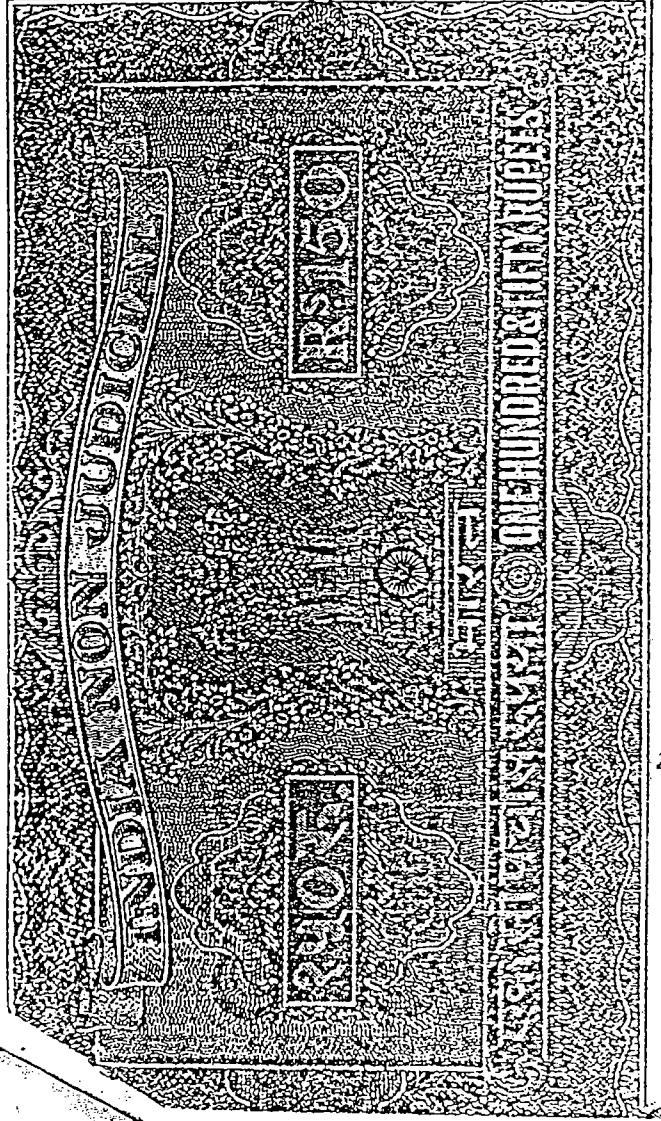
2) Nami Village
 2) Barindra Nath Chattopadhyaya

Barindra Nath Chattopadhyaya
 21.10.78

 DEED OF PARTITION

THIS INDENTURE made this the 20th day of OCTOBER, One Thousand Nine Hundred Seventy Eight B E T W E E N SRI BIMALENDU CHATTOPADHAYA, son of Late Kamala Kanta Chatto- padhyas, by caste Hindu, by occupation business, residing at Monirampur, Police Station Barrackpore, District 24 - Parganas, hereinafter called the FIRST PARTY (which expro- sion shall unless excluded by or repugnant to the contort be deemed to include his heirs, executors, administrators assigns and successors-in-interest) AND SRI NEMAI CHATTO- PADHYA AND SRI BARINDRA NATH CHATTOPADHYA, both sons of

contd..... 2.



श्रीमान् बालकृष्णन् नारायणन्
श्रीमान् बालकृष्णन् नारायणन्

1) *श्रीमान् बालकृष्णन् नारायणन्*
2) *श्रीमान् बालकृष्णन् नारायणन्*

- (2) -

of Lato Kamala Kante Chattopadhyaya, by caste Hindu by occupation business, residing at Monirampur, Police Station Barrackpore, District 24 Parganas, hereinafter collectively called the SECOND PARTY (which expression shall unless excluded by or repugnant to the context be deemed to include each of their heirs, executors, administrators, assigns and successors-in-interest).

WHEREAS by a DEED OF PARTITION dated 28th September, 1976 between the parties aforesaid as First Party and their brother Sri Rabindra Nath Chattopadhyaya as Second Party and Sm. Sushama Dobi, their mother, as Third Party, the First Party aforesaid consisting of Sri Bimalendu -

contd..... 3.

5RS



- (3) -

Chattopadhyaya, Sri Nomaï Chattopadhyaya and Sri Barindra Nath Chattopadhyaya, got in their absolute share the proportion described in the Schedule-"A" hereunder written, which was also described as Schedule-'Kha' in the said Dood of Partition.

AND WHEREAS the parties aforesaid have so long been in exclusive and peaceful possession of the said properties described in the Schedule-"A" hereunder written without having any formal partition amongst them

AND WHEREAS serious differences of opinion having been arisen amongst the parties hereto in the matter of joint enjoyment and management of the said properties

AND WHEREAS joint possession of the said properties having been impossible, it has been agreed mutually

contd.....4.

by and between the parties hereto to make amicable partition of the properties, described in the Schedule-"A" hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for the purpose of carrying out the partition aforesaid and in consideration of the allotment and assurances hereinafter contained, Sri Nomaiah Chattopadhyaya and Sri Barindra Nath Chattopadhyaya, the Second party hereto as to their respective parts and shares and beneficial owners doth hereby grant, convey and transfer by way of partition unto the said Sri Bima-lendu Chattopadhyaya, the First Party hereto, his heirs, executors, administrators, representatives and assigns ALL AND SINGULAR the messuages, lands hereditaments and premises comprised in the Schedule-"B" hereunder written OR HOWSOEVER OTHERWISE the said premises is butted bounded called known mentioned described or distinguished TOGETHER WITH all and all manner of former and other rights liberties easements privileges appurtenances and appurtenances whatsoever belonging to the said property AND ALL the rights title and interest inheritances possession claim and demand whatsoever both at Law and equity of the said Sri Nomaiah Chattopadhyaya and Sri Barindra Nath Chattopadhyaya unto the said property described in the Schedule-"B" hereunder written or any or every part thereof to HOLD the same and ALL and SINGULAR of the said property hereby granted transferred conveyed and

contd.....5.

Sri Bimalendu Chattopadhyaya
Signature

Sri Barindra Nath Chattopadhyaya
Signature

assigned unto and to the use of the said Sri Bimalendu Chattopadhyaya, his heirs executors, administrators, representatives and assigns absolutely and forever.

AND THIS INDENTURE ALSO WITNESSETH that in further pursuance of the said agreement and for the purpose of carrying out the partition as aforesaid and in consideration of the allotment and assurances hereinafter contained and made to and in favour of the said Sri Bimalendu Chattopadhyaya, the First Party hereto, said Sri Bimalendu Chattopadhyaya, the First Party hereto as to his parts, shares and beneficial owner doth hereby grant convey and transfer by way of partition unto the said Sri Nimai Chattopadhyaya and Sri Barindra Nath Chattopadhyaya, the Second Party hereto, their respective heirs, administrators executors representatives and assigns

ALL AND SINGULAR the messuago lands hereditaments and premises comprised in Schedule-"C" hereunder written OR HOWSOEVER OTHERWISE the said properties are butted banded called known mentioned described or distinguished TOGETHER with all and all manner of former or other rights liberties easements privileges appurtenances and appurtenances whatsoever belonging to the said properties AND ALL the rights title interest inheritance possession claim and demand whatsoever both at Law and equity of the said Bimalendu Chattopadhyaya unto the said properties mentioned in Schedule-"C" hereunder written or any or every part thereof TO HOLD the same

ALL and SINGULAR of the properties hereby granted transferred conveyed and assigned unto and to the use of the said Sri Nomai Chattopadhyaya and Sri Barindra Nath Chattopadhyaya, each of their respective heirs, executors, administrators, representatives and assigns absolutely and forever.

So it mentioned that Sri Bimalendu Chattopadhyaya, the First Party hereto undertakes to bear the liabilities of deceased Kamala Kanta Chattopadhyaya, the father of the parties hereto in respect of Estate Duty, Income Tax and other taxes to the extent of one-fourth portion thereof.

WHEREAS as to their respective shares hereby expressed to be granted by them of and in the said several messuago lands hereditaments and premises and as regard their own acts and deeds, the parties hereto do hereby for themselves their heirs executors administrators representatives and assigns convenant with every of them the said Sri Bimalendu Chattopadhyaya, Sri Nomai Chattopadhyaya and Sri Barindra Nath Chattopadhyaya, their respective heirs, executors, administrators representatives and assigns that NOTWITHSTANDING any act, deed, or thing by the said Sri Bimalendu Chattopadhyaya, Sri Nomai Chattopadhyaya and Sri Barindra Nath Chattopadhyaya done or executed or knowingly suffered to the contrary each of the said Sri Bimalendu Chattopadhyaya, Sri Nomai Chattopadhyaya and Sri Barindra Nath Chattopadhyaya, has now in himself good right to grant the messuago hereditaments and

contd.....

D. Nomai Chattopadhyaya
Sri Barindra Nath Chattopadhyaya
Sri Bimalendu Chattopadhyaya
Attorney for
Sri Bimalendu Chattopadhyaya

*Deponent's Affidavit for
Bimalendu Chattopadhyay
Sri Barindra Nath Chattopadhyay*

and premises hereby granted by him or expressed so to be under and to the use of the others the said Sri Bimalendu Chattopadhyay Sri Nomaï Chattopadhyay and Sri Barindra Nath Chattopadhyay their respective heirs, executors, administrators, representatives and assigns in the manner aforesaid AND THAT every one of them the said Sri Bimalendu Chattopadhyay, Sri Nomaï Chattopadhyay and Sri Barindra Nath Chattopadhyay their heirs, executors, administrators, representatives and assigns may at all times hereinafter peaceably and quietly possess and enjoy the messuage lands hereditaments and premises hereby granted to them their heirs, executors, administrators, representatives and assigns and receive rents issues and profits thereof without any interruption claim or demand whatsoever by any of them said Sri Bimalendu Chattopadhyay, Sri Nomaï Chattopadhyay and Sri Barindra Nath Chattopadhyay or their respective heirs, administrators, executors, representatives and assigns or any person or persons lawfully or equitably claiming any estate from under or in trust for them or each of them and that free from all encumbrances whatsoever AND FURTHER that each of the said Sri Bimalendu Chattopadhyay, Sri Nomaï Chattopadhyay, and Sri Barindra Nath Chattopadhyay and their respective heirs, executors, administrators, representatives and assigns and all persons whatsoever having or lawfully claiming any estate interest in the said hereditaments and premises or any part thereof from under or in trust for any of them the

contd.....8.

Handwritten notes:
D. Bimalendu Chattopadhyay
21 Bimalendu Nath Chattopadhyay
Sri Nmai Chattopadhyay
Sri Nmai Chattopadhyay
Sri Nmai Chattopadhyay
Sri Nmai Chattopadhyay

said Sri Bimalendu Chattopadhyay, Sri Nmai Chattopadhyay
Barindra Nath Chattopadhyay shall and will from time to
time and at all time hereafter at the request and cost
of the person or persons so requiring do and execute or
cause to be done and execute all such acts and deeds
and things whatsoever for further better and more peace-
ably assuring the messuago lands hereditaments and premi-
ses or every part thereof hereby granted as shall or
may be reasonably required AND IT IS HEREBY AGREED that
the original Deed of Partition shall be kept by the
Second Party and duplicate copy of the said Deed shall
be kept by the First Party and the Second Party shall
be bound to produce the same for inspection at the re-
quest of the First Party.

Be it mentioned that the properties mentioned in
Schedule-"B" and "C" hereunder written are free from
encumbrances and are not either attached or sold in
execution of decrees or are subject matters of suits.

Be it further agreed that none of the parties shall
be entitled to transfer his or their allotments to a
stranger unless he or they has or have first offered
the same to the other parties and he or they or each of
them has or have refused to take the same.

SCHEDULE-"A" REFERRED TO ABOVE

1. ALL THAT the two-storied brick-built residential
house containing :

contd.....9.

*2. 1/8 acre near railway
Barrackpore Municipality
Barrackpore Municipality
Barrackpore Municipality*

- (9) -

house continuing :

.59 acres of land appertaining to C.S. Dag No.251
of C.S. Khatian No.550
.19 acres of land appertaining to C.S. Dag No.

251/493 of Khatian No.252

Total land measuring .78 acres aforesaid in Mouja
Monirampur, within North Barrackpore Municipality being
present Municipal Holding No.49 of Ward No.15,
under Police Station Barrackpore, District 24 Parganas
*in Report attached with
A specifically shows in the Map or sketch annexed hereto,*
butted and bounded as follows :

- North by Ghatakpara Road,
- East by Late Amrita Das and Mahendra Nath -
- Bandopadhyaya and others and public Road,
- South Municipal drain,
- West by Surendra Nath Banorjee Road,

Valued at Rs.40,000/-

Lot No.2.

2. All that the brick field for manufacturing 'KCC'
Brand bricks with structures, fixtures, fittings,
machineries, sheds, containing land measuring --
5.90 acres, appertaining to
in Report attached with
Dag No.46 of Khatian No.475 area 2.85 acres
Dag No.49 of Khatian No.476 area .52 acres,
Dag No.38/949 of Khatian No.732 area -
.58 acres
Dag No. 38 of Khatian No.733 area of -
.32 acres.

contd.....10

Dag No.46/997 of Khatian No.733 area 1.62 acres
in Mouja Monirampur, within North Barrackpore Muni-
cipality being Municipal Holding No.20..... of Ward
No.15.....

under Police Station Barrackpore, District 24 Parga-
has butted and bounded as follows :- *Amendment 24/2/*

North by Brick field of previously of Ghosh, Singh
Partners P.Ltd.,

East by Minor School and Jagannath Ghosh & other,
South Kamala Kanta Shib Kanta Chattopadhyaya joint

Properties,

West by river the Ganges.

Valued at Rs.72,000/-.

SCHEDULE-"B" REFERRED TO ABOVE

The residential house and the land as referred to
in Lot No.1 of Schedule-"A" referred to above. The
portion "A" as shown in the annexed sketch Map bor-
dered with Red line therein is allotted by this deed
to Sri Bimalendu*Chattopadhyaya, the First Party hereto.
17,333,333/100

SCHEDULE-"C" REFERRED TO ABOVE

(a) The residential house and the land as referred
to in Lot No.1 of Schedule-"A" referred to
above. The portion "B" as shown in the sketch
Map bordered with Blue line therein is allotted
by this deed to Sri Nomai Chattopadhyaya and
contd..... 11.

7 11/11/76

- (11) -

and Sri Barindra Nath Chattopadhyaya, the Second Party hereto.

(b) All that the brick field as referred to in Lot No.2 of Schedule-"A" referred to above containing land measuring 5.90 acres with sheds, constructions, kilns, fittings, fixtures and machineries.

IN WITNESS where Sri Bimalendu Chattopadhyaya, Sri Nimai Chattopadhyaya and Sri Birendra Nath Chattopadhyaya, the parties hereto have set their hands the day month and year mentioned at the out-set.

S i g n a t u r e s :

SIGNED, SEALED and delivered in presence of :

✓ Dipankar Chattopadhyaya
20 Constituted Attorney for Bimalendu
FIRST PARTY Salsindhu

1) Savitri Devi
Kalia Nibark, Baranagar

2) Sankar Kumar
Baranagar, Manikpur, Baranagar

3) Lalimda Nath
Baranagar, Baranagar

SECOND PARTY

✓ Nimai Chattopadhyaya
✓ Sri Barindra Nath Chattopadhyaya