



Process fee in Court for stamp 3.50

Administrative Rule 21
and also under section 5
of W. R. L. R. Act 1955 and
duly stamped under the Indian
Stamp Act 1899 & also as
amended by W. R. L. R. Amendment
Act 1962 & by W.T. Ser. 1A. No. 45
are paid as under

Registrar U/S
of Assurances, Calcutta
29-4-82

289.50
50.50
25.50
4.50
1.80

370.30

DEED OF PARTITION

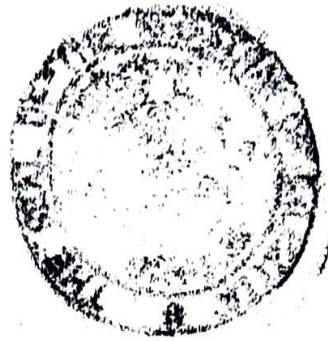
THIS DEED OF PARTITION made this the 29th day of April, One thousand nine hundred and eightytwo BETWEEN 1) SRI AMIYA KUMAR GHOSH hereinafter called the FIRST PARTY, 2) SRI BIMAL KUMAR GHOSH, hereinafter called the Second Party, 3) SRI AMALENDU KUMAR GHOSH hereinafter called the THIRD PARTY and 4) SRI UMAPADA GHOSH hereinafter called the FOURTH PARTY all sons of Upendra Kumar Ghosh, deceased, all by Caste Hindu, by occupation Landholder and Serviceholders;

WHEREAS Sreemati Hemlata Ghosh, mother of the aforesaid Parties, with her own money and for her benefit acquired by purchase a piece or parcel of Rayaty occupancy holding land measuring 5 (five) Cottahs and 23 (twentythree) Sq.ft. lying and situate within Mouza Baishnabghata, P.S. Tollyganj, District

*Amiya Kumar Ghosh
Bimal Kumar Ghosh
Amalendu Kumar Ghosh
Umapada Ghosh
Bimal Kumar Ghosh*

289.50
370.30

No. 584
 Sold to Amalendu Ghosh
 Of 44 Sree Ramprasad Road
 Jadabpore 2nd fl.
 Calcutta Collectorate,
 Treasury.
 L. 22.4.82



6 500/-
 6 200/-
 6 20/-
 720/-

12:10 P.m.

Presented for registration at
 the Registrar's Office
 on the 29th day of April 1982
 Amiya Kumar Ghosh
 one of the witnesses.

Amiya Kumar Ghosh

Amiya Kumar Ghosh

Registrar U/S 7
 of Assurances, Calcutta

29-4-82

2217

1. Amiya Kumar Ghosh - Amalendu Kumar Ghosh

2. Amalendu Kumar Ghosh

3. Uma Pada Ghosh &

2218

4. Bimal Kumar Ghosh

all 510 Kari Ghosh Kumar Ghosh. All of H.H. Nandan

Uma Pada Ghosh.

Srinandan B. Ghosh

2219

St. 24 Pargo. All Hindu

K. Ghosh & Srinandan

Bimal. Kumar Ghosh.

G. M. Vanyal

2220

G. M. Vanyal Advocate
 High Court, Calcutta

G. M. Vanyal
 Advocate

Registrar U/S 7
 of Assurances, Calcutta

29-4-82



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24-Parganas appertaining to C.S.Dag No. 1078, C.S.Khatian Nos. 184 and 400, Revisional Settlement Khatian Nos. 711 and 712, under a Sale Deed, executed on the 21st day of April, 1961, and registered in Book No.I, Volume No.76, Pages 57 to 63 Being No. 3306 for the year 1961, Sub-Registration office Alipur;

AND WHEREAS the said Hemlata Ghosh was seized and possessed of or otherwise well and sufficiently entitled to the said piece of land since the date of her aforesaid Purchase;

AND WHEREAS the said Hemlata Ghosh for the use and occupation of herself, her aforesaid sons, the Parties hereof, their respective wives and children, built and constructed a brick-built messuages, dwelling house and tenement on part of the said purchased land;

AND WHEREAS the said Hemlata Ghosh, for providing future benefit to her aforesaid sons, the Parties hereof executed a Deed of Settlement on the 3rd day of March, 1966 in respect of the said messuages land and Holding described in the Schedule of the said Deed of Settlement;

AND WHEREAS the said Hemlata Ghosh appointed the
aforesaid

*Hemlata Kumari Ghosh
Anand Kumar Ghosh
Anupala Ghosh
Bimal Kumar Ghosh.*



- 3 -

aforesaid four sons and herself as the Trustees for the said messages, land, holding hereinafter called the Settled property, in the said Deed of Settlement and transferred the said messages, land and Holding in favour of the Trustees TO HAVE AND TO HOLD the same subject to certain terms and conditions;

AND WHEREAS the said Deed of Settlement was registered in Book No. I, Volume No. 22 Pages 273 to 278 Being No. 1760 for the year 1966 in the office of the Sub-Registrar, Alipur Sadar

AND WHEREAS the Trustees effected improvement upon the said single storied messages and constructed the Upper storey with self-contained Flats consisting of 2 Bed rooms, Kitchen Dining Space and Toilet and the said messages consists of two self-contained Flats on the ground floor and two self-contained Flats on the Upper floor with a stair case leading from the ground floor to the roof;

AND WHEREAS in the said Deed of Settlement, the Settlor Hemlata Ghosh made provision that after one year from the date of death of the Settlor, the Settlement shall cease and the Trust property, the said messages, land and holding shall vest in the aforesaid four Trustees, the Parties hereof absolutely in equal shares.

AND

*Amiya Kumar Ghosh
Amlananda Kumar Ghosh
Anupale Ghosh
Bimal Kumar Ghosh.*

AND WHEREAS the said messuages land and Holding was later assessed as Holding No. 44, North Sri Rampur within the municipality of Jadavpur, P.S. Jadavpur, District 24-Parganas;

AND WHEREAS the Settler Hemlata Ghosh, mother of the aforesaid Parties, Trustees, died on the 3rd day of July, 1978;

AND WHEREAS the aforesaid Parties, the Trustees according to the provision No. 7 of the said Deed of Settlement, became absolutely entitled to the said messuages land and holding the Trust Property on and from the 3rd day of July, 1979, in equal shares;

AND WHEREAS the aforesaid Parties are seized and possessed of the said messuages land and Holding more particularly described in Schedule "A" hereunder;

AND WHEREAS the aforesaid Parties mutated their respective names in the Jadavpur Municipal Register and are paying Municipal taxes thereof and receiving separate receipts in the name of the each Party;

AND WHEREAS the aforesaid Parties mutually agreed to effect amicable partition of the said messuages land and Holding in four Lots and allotting each Lot to each Party leaving the stair case leading from the ground floor to the roof lying on the side of West of the building and the vacant land lying on the south of the building and passages on the eastern side, western and northern sides of the building as ejmali property for common use of the Parties hereof;

AND WHEREAS the aforesaid Parties delineated the said messuages land and Holding in a Plan depicting each Lot by Lot 'A', Lot 'B', Lot 'C' and Lot 'D';

AND WHEREAS the aforesaid Parties mutually agreed to allot Lot 'A' to the First Party, Lot 'B' to the Second Party, Lot 'C' to the Third Party and Lot 'D' to the Fourth Party for the exclusive possession and enjoyment of each Lot by each Party in
exclusive

*Amiya Kumar Ghosh
Anil Kumar Ghosh
Lakshmi Ghosh*

exclusive possession and enjoyment of each Lot by each Party in exclusion of others;

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of mutual benefit, the Lot 'A' property consisting of two bed rooms, kitchen, Dining space, Toilet together with all fittings fixtures and appendages thereto constructed on a piece of land measuring about 569.61 Sq.ft. lying on the Southern portion of the ground floor of the said premises, delineated in the Plan annexed herewith marked bordered RED is allotted to the First Party Aniya Kumar Ghosh absolutely and for ever And the Second, Third and Fourth Parties, the beneficial owners of the said Lot 'A' hereby release and relinquish all their and each of their right title and interest in the said Lot 'A', in favour of the First Party TO HAVE AND TO HOLD the same absolutely and for ever in exclusion of the Second Third and Fourth Parties and their respective heirs, executors, administrators and representatives and the Second, Third and Fourth Parties covenant with the First Party that it will be lawful for the aforesaid First Party from time to time and at all times hereafter to have hold occupy possess the said Lot 'A' hereunder and to receive realize collect and enjoy all rents profits and issues thereof without any lawful eviction, interruption claim demand and estate either by or from the said Second, Third and Fourth Parties and their respective heirs, executors, administrators and representatives;

NOW THIS INDENTURE FURTHER WITNESSETH that in pursuance of the said agreement and in consideration of mutual benefit, the Lot 'B' property consisting of two bed rooms, a covered room used as a Room, Kitchen Dining space, Toilet, erected on the piece of land measuring 656.76 Sq.ft. Northern portion of the ground floor of the premises No. 44, North SriRampur, Jadavpur Municipality is allotted to the Second Party Bimal Kumar Ghosh

Aniya Kumar Ghosh

Anand Kumar Ghosh

Uma Kanta Ghosh

Bimal Kumar Ghosh

Ghosh And the First, Third and Fourth Parties hereby release relinquish transfer grant and disclaim all their and each of their respective right title and beneficial interest, property possession whatsoever they had in the said Lot 'B', property in favour of the Second Party TO HAVE AND TO HOLD the same absolutely and for ever exclusively and in exclusion of the First, Third and Fourth Parties and their respective heirs, executors, administrators and representatives AND the First, Third and Fourth Parties do hereby covenant with the said Second Party that it will be lawful for the said Second Party to have hold occupy possess the said Lot 'B' property and to receive realise collect and enjoy all rents profits and issues thereof and to enjoy the same without any lawful eviction, interruption, claim demand and estate either by or from the said First, Third and Fourth Parties and their respective heirs, executors, administrators and representatives and persons claiming under each of them or in trust for each of them;

NOW THIS INDENTURE ALSO WITNESSETH that in pursuance of the said agreement and in consideration of mutual benefit, the Lot 'C' property consisting of Two bed rooms, Kitchen Dining space Toilet measuring 694.61. Sq.ft. and a passage 4'-0" wide in the Southern portion on the First floor of the said premises No. 44, North Sri Rampur, Jadabpur Municipality is allotted to the Third Party Amalendu Kumar Ghosh TO HAVE AND TO HOLD the said Lot 'C' property exclusively and in exclusion of the First, Second and Fourth Parties and each of their respective heirs, executors, administrators and representatives AND the First, Second and Fourth Parties and each of them do hereby release relinquish transfer grant and disclaim all their and each of their respective right title beneficial interest property possession claim and demand whatsoever they had in Lot 'C' property in favour of the Third Party to have hold occupy possess receive realise collect

*Amrita Kumar Ghosh
Amalendu Kumar Ghosh
Anubala Ghosh*

collect rents profits and issues thereof in exclusion of the First Second and Fourth Parties and each of their respective heirs, executors, administrators and representatives and without any lawful eviction interruption claim demand and estate whatsoever either by or from the said First, Second and Fourth Parties and their respective heirs, executors and administrators and representatives;

NOW THIS INDENTURE ALSO WITNESSETH that in pursuance of the said agreement and in consideration of mutual benefit the Lot 'D' property consisting of two Bed rooms, a covered room used as a room, kitchen, Dining space and Toilet, measuring 656.76 Sq.ft, on the Northern portion on the First Floor of the premises No. 44, North Sri Rampur, Jadavpur Municipality is allotted to the Fourth Party Umapada Ghosh TO HAVE AND TO HOLD the said Lot 'D' property exclusively and in exclusion of the First, Second and Third Parties and each of their respective heirs, executors, administrators and representatives AND the First Second Third Parties and each of them do hereby release, relinquish transfer, grant and disclaim all their and each of their right title and beneficial interest, property, possession claim and demand whatsoever they had in the said Lot 'D' property in favour of the said Fourth Party to have and to hold the same absolutely and for ever And the First, Second and Third Parties hereof and each of them respectively do hereby covenant with the said Fourth Party that it will be lawful for the said Fourth Party to have hold occupy possess and receive realise collect all rents profits and issues of the said Lot 'D' and enjoy the same without any lawful eviction interruption claim and demand either by or from the said First, Second and Third Parties and each of their respective heirs, executors, administrators and representatives or persons claiming under each of them and persons in trust for each of them;

*Amiya Kumar Ghosh
Anandini Kumar Ghosh
Umapada Ghosh
Bimal Kumar Ghose*

IT IS AGREED BY AND BETWEEN THE PARTIES HEREOF :-

1. ... The ground portion of the said premises is under the occupation of monthly tenants and attempts shall be made by the parties hereof to evict the said monthly tenants so that the First, and Second Parties may occupy the Lot 'A' and Lot 'B' property by them personally; It is further agreed by and between the Parties hereof that as long as the said tenants are not removed, the First and Second Party shall use and occupy the portion of the said premises 44, North Sri Rampur as they were occupying and possession hereinbefore and to implement the terms of this Deed of Partition effectually from this date, the rent receipt shall be granted by the Party for the Lot occupied by the Tenant, to whom the said Lot has been allotted and the monthly rent so realised shall be divided amongst the Parties in four equal shares; on the removal of the Tenants, the allottee shall occupy the said Lot allotted to him;
2. ... The existing room on the roof shall be used exclusively by the Third Party hereof as 'Thakur Ghar' and occasional Pujas and festivals shall be performed there; and on construction of the 2nd floor, the extension of the stair case shall be made through the Thakur Ghar to which the Third Party shall have no right to object; Room on the head of the stair case, on the 2nd floor shall be used by Third Party as Thakur Ghar;
3. ... The Parties hereof shall bear the costs of maintenance charges and repairing costs of ejmali things such as Main gate of entrance, stair case, water connections, electric pump and roof in equal shares;
4. ... The piece of vacant land lying on the south of the said premises shall be used and utilised by the Parties hereof jointly; any party with the consent of the other parties may utilise the portion for the said land for horticulture purposes

or

Amiya Kumar Ghosh
Anil Kumar Ghosh
Uma Pal Ghosh
Rimol Kumar Ghosh

or may construct buildings on portion thereof paying price of the portion of land to the other three parties;

5. ... Each Party shall pay the municipal taxes for the Lots allotted to each of them and pay the annual rent for the piece of land of the said premises;

6. ... No party shall let out his allotted Lot to any unknown person or persons belonging to other sect so that it may not cause any inconvenience to other inmates of the said dwelling house;

7. ... If any Party intends to transfer his Lot property he must intimate his such intention to the other Parties and request them to purchase the same at the present marketable price by registered letter and on agreeing to purchase the said Lot property intended for Sale the intending Transferor must transfer the said Lot to the other Parties, any surreptitious transfer of the Lot property by any party to any outsider than the Parties hereof shall not be binding upon the Other Parties; No party shall act so indiscreetly that by his acts the other Parties may suffer any inconvenience;

8. ... Each Party shall be entitled to build and construct flats on the roof of the said dwelling house at his own cost on ~~the~~ the one-fourth portion of the roof of the said dwelling house with sanctioned Plan; The right of user of the Roof shall be common to each Party as long as constructions are made on the same.

9. ... The aforesaid Parties may mutually agree to add, alter amend any of the provisions hereafter;

10. ... The valuation of the property is Rs. 40,000/-.

THE SCHEDULE "A" REFERRED TO ABOVE.

ALL THAT the two-storied brick-built dwelling house together with the land thereunto belonging thereon or on part whereof the same is erected and built containing by estimation an area of 5 Cottahs 23 Sq.ft. which land has been shown in the Scheme Plan

*Amiya Kumar Ghosh
Amlendu Kumar Ghosh
Sankar Ghosh
Rim... (A)*

as Plot No. 21 being a portion of the Rayati Holding comprised of C.S.Dag No. 1076 under C.S.Khatian Nos. 184 and 400 Revisional Khatian Nos. 711 and 712 annexed to the Sale Deed dated the 21st April, 1961 Registered in the office of the Sub-Registrar at Alipur Sadar, in Book No.I, Volume No. 76 Pages 57 to 63 Being No. 3306 for the year 1961 delineated and marked RED within Thana Tollyganj, now Jadavpur, Sub-Registration office Alipur Sadar Pargana Khaspur, R.S.No. 19, J.L.No. 28, Mouza Balshnabghata, Touzi No. 151, District 24-Parganas Annual Rent .55 Paise payable to the Collector, 24-Parganas on behalf of the State of West Bengal. The said messuages, land and premises is now within the Jadavpur Municipality and is assessed as 44, North Sri Rampur butted and bounded as follows :-

On the North - Partly by 10'-10" wide common passage and partly by Plot No. 14 of the Scheme Plan;

On the South - By Plot No. 24 of the Scheme Plan;

On the West - By Plot Nos. 20 and 22 of the Scheme Plan and

On the East - By C.S.Plot No. 1079. *valued Rs. 30,000/-*

LOT 'A' - Allotted to the First Party -
Sri Amiya Kumar Ghosh.

ALL THAT Southern portion on the ground floor of the said dwelling house land and premises measuring 569.615 Sq.ft., portion of the Schedule "A" consist of two bed rooms, kitchen dining space, Toilet all fittings, fixtures and appendages thereto.

... Valued. Rs. 10,000/-

LOT 'B' - Allotted to the Second Party -
Sri Bimal Kumar Ghosh;

ALL THAT Northern portion on the ground floor of the said dwelling house land and premises described in Schedule "A" consisting two bed rooms and a covered Room used as a room, kitchen, Dining space, Toilet on the Northern portion on the ground floor measuring 656.76 Sq.ft. together with all fittings fixtures and appendages thereto and easements thereof;

Valued. Rs. 10,000/-

Contd.

*Amiya Kumar Ghosh
Ananta Kumar Ghosh
Bimal Kumar Ghosh*

LOT 'C' - Allotted to the Third Party -
Shri Anandendu Kumar Ghosh.

ALL THAT Southern portion on the **First floor** of the said dwelling house, described in Schedule "A" above, consisting of two bed rooms, a covered room used as room, kitchen, Dining space, Toilet measuring 64.61 Sq.ft. a passage measuring 4'-0" wide together with all fittings fixtures and appendages thereto and easements thereof.

.. VALUED .. Rs. 10,000/-

LOT 'D' - Allotted to the Fourth Party
Shri Umapada Ghosh.

ALL THAT Northern portion on the **First Floor** of the said dwelling house consisting of Two Bed rooms and a covered room, used as a room, kitchen, dining space, Toilet, measuring 656.76 Sq.ft. together with all fittings fixtures and appendages thereto and all easements thereof.

.. VALUED.. Rs. 10,000/-

The Schedule "A" above referred property - Dwelling house is delineated in the Plan annexed herewith and the Lots 'A', 'B', 'C' and 'D' are marked in the Plan with different colours showing the demarcation line of each lot and the area of Ejmali vacant land. Lot 'A', Coloured 'RED', Lot 'B' Coloured 'Yellow', Lot 'C' - Coloured 'Green' and Lot 'D' - Coloured Violet.

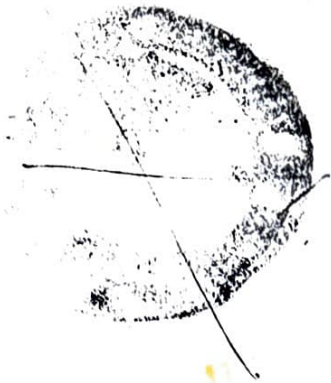
The Parties hereof further agree that Original Sale Deeds, Trust Deed and the Partition Deed shall remain at the custody and possession of the First Party - Shri Aniya Kumar Ghosh and the First Party shall keep those title Deeds safe and secured from worms, fire and rain-water and the First Party shall produce the same for inspection and in courts for the needs of the Parties hereto;

The Second,

Aniya Kumar Ghosh
Anandendu Kumar Ghosh
Umapada Ghosh

Book No. _____
Volume No. _____
Page. _____
Being No. _____
For the year _____

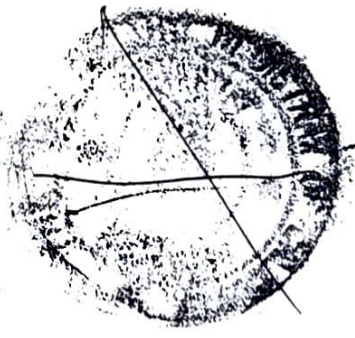
Resd.
Registered in
BOOK No 1
Volume No 129
Page 170 to 182
Being No 3655
Fiscal year 1982
Registered



Registrar U/S 7
of Companies Act, 1956

M-40

→ 28/11/82
Registered in
Aluminium Calcutta
28.11.82



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Registrar U/S 7
of Companies Act, 1956
28-11-82

The second, Third and the Fourth Parties shall receive the Certified copies of the Partition Deed.

The costs of Stamp duty, registration fees, incidental charges, costs of certified copies shall be borne by the Parties hereof in equal shares.

IN WITNESS WHEREOF the Parties hereof have set and subscribed their respective names to these presents, the day, month and year first above written.

WITNESSED in presence of :

Pradyumn Chandra Ghosh
Advocate
74/3 North Road
Calcutta - 32

Amiya Kumar Ghosh

Pradyumn Kumar Ghosh

Pradyumn Ghosh

Bimal Kumar Ghose

Bimal Kumar Ghose
Advocate

15/11/44
14/11/44
Jadabpur
24 Tangra

4 + 1
DATED THE 29th DAY OF APRIL

Book No. _____
Volume No. 129
Page No. 102 to 102
Being No. _____
For the year 1985

BETWEEN

- 1) SRI AMIYA KUMAR GHOSH
- 2) SRI BIMAL KUMAR GHOSH
- 3) SRI AMALENDU KUMAR

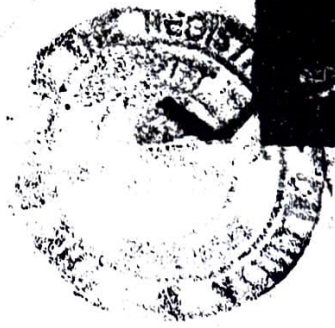
AND

- 4) SRI UMAPATI GHOSH

DEED OF

Registrar U/S 7
of Assurances, Calcutta

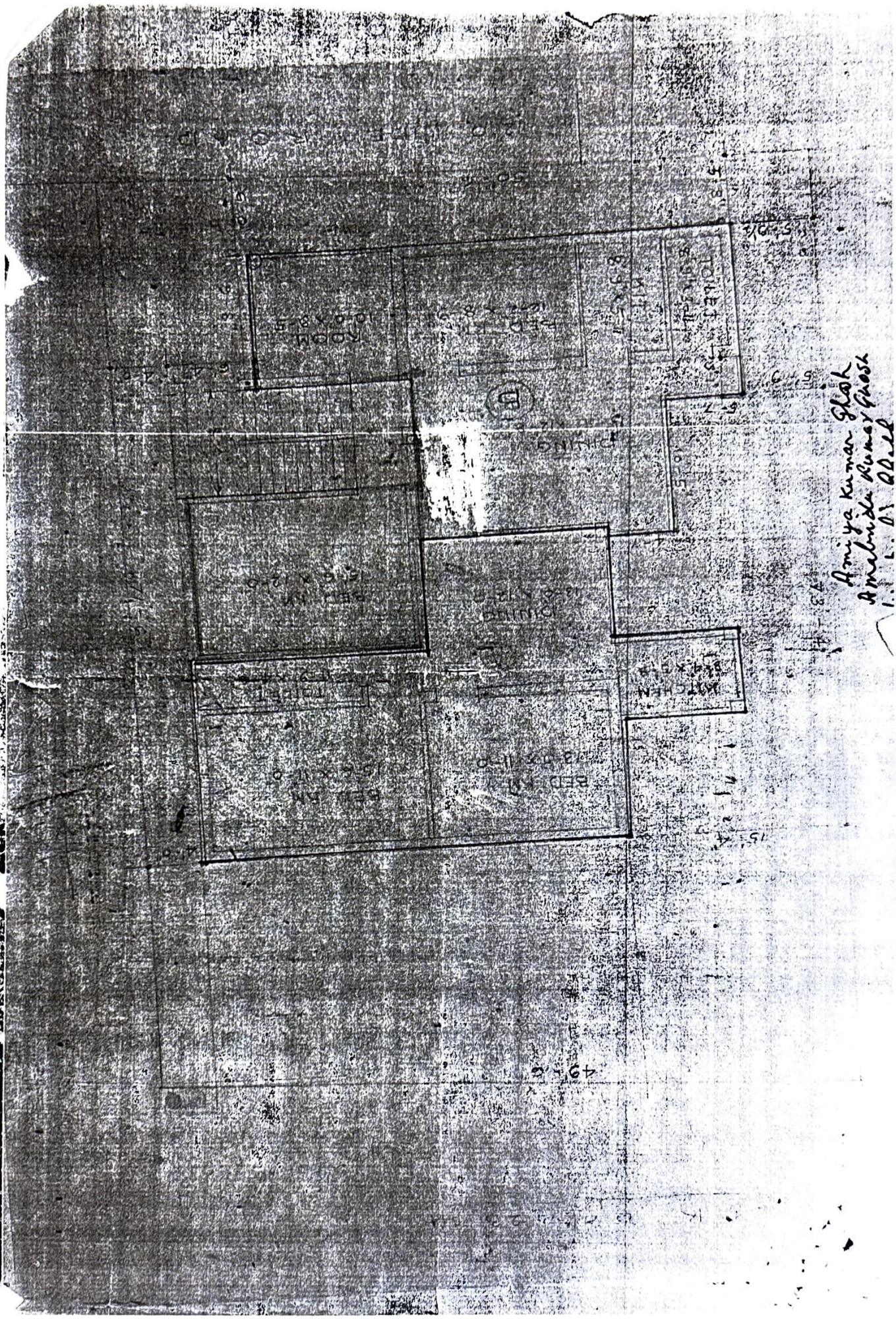
29-11-84



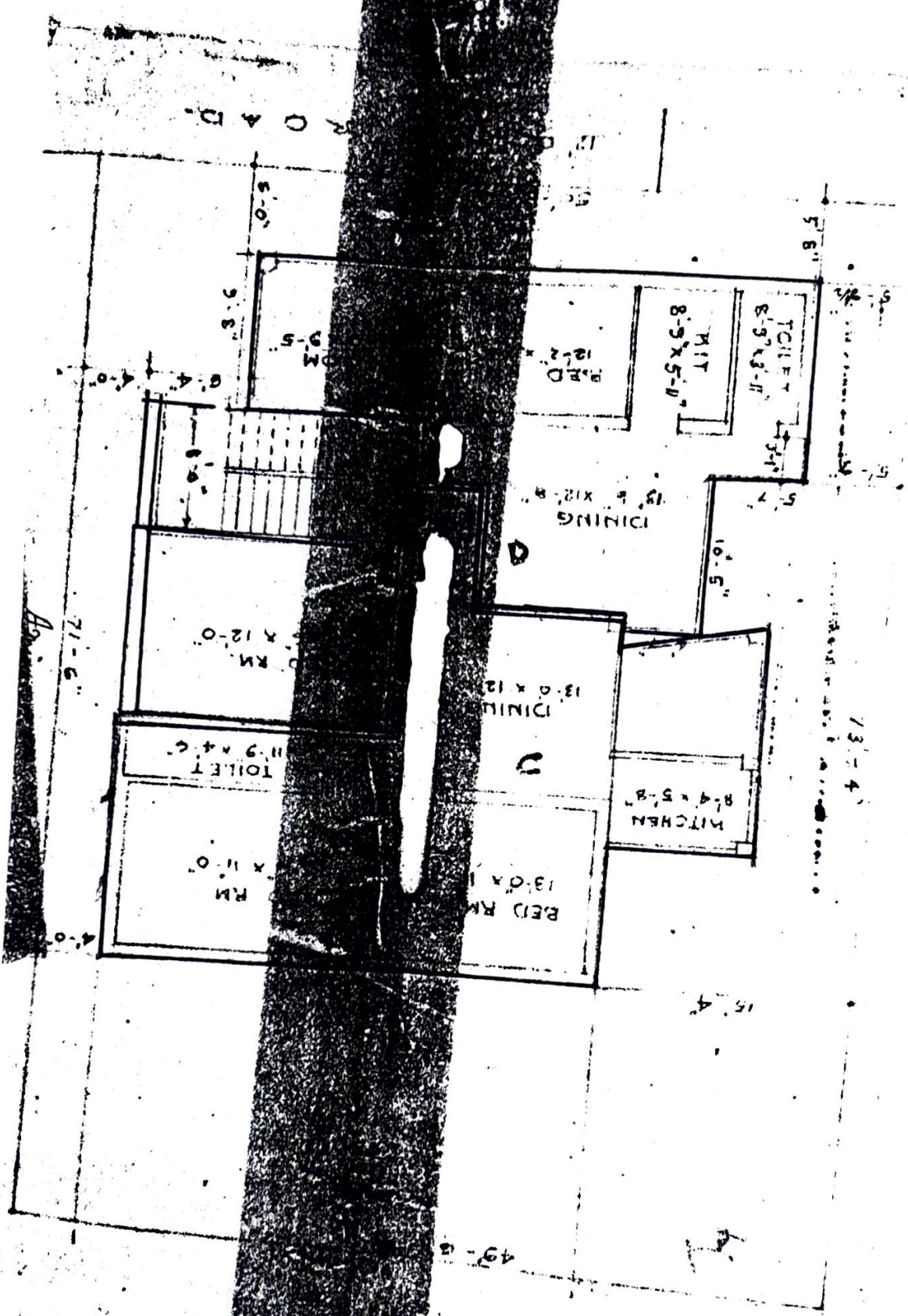
G.M.SANYAL
ADVOCATE.

Registrar U/S 7
of Assurances, Calcutta

29-4-84



Amiya Kumar Ghatak
 Amalendu Kumar Ghatak
 I. I. D. Ghatak



R O A D

As

71'-6"

4'-0"

11'-0" x 11'-0"

11'-9" x 4'-6"

13'-0" x 12'-0"

13'-0" x 12'-0"

13'-6" x 12'-8"

8'-4" x 5'-8"

10'-5"

13'-6" x 12'-8"

8'-9" x 5'-11"

8'-9" x 3'-11"

12'-2" x 4'-2"

12'-2" x 4'-2"

5'-0"

9'-8"

5'-6"

15'-4"

49'-6"

13'-4"



7
REGISTRAR U/S 7
OF ASSURANCE, CALCUTTA

28-4-50