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भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिम बंगाल WEST BENGAL

A 867376

Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheet/s attached with this document are the part of this document.

Notary Public, West Bengal
Alipore, South 24 Parganas

27 SEP 2013

DEED OF AMICABLE PARTITION

THIS DEED OF AMICABLE PARTITION is made on this 25th

day of September Two Thousand Thirteen (2013)

BETWEEN

(1) SRI SUBRATA KUMAR GHOSH AND (2) SRI KAJAL KUMAR GHOSH, both are sons of Late Saroj Kumar Ghosh, by Nationality - Indian, by faith - Hindu, by occupation - Nos. (1) Retired Person and (2) Service, respectively, both are residing at 275, Baghajatin Station Road, West Rajapur, Police Station - Jadavpur, Kolkata - 700 032, hereinafter jointly called and referred to as the **'FIRST PARTY'** (which term or expression shall unless excluded by or repugnant to the context shall mean and include their respective heirs, executors, legal representatives, administrators and assigns) of the **'FIRST PART'**.

AND

(1) SRI DULAL KUMAR GHOSH AND (2) SRI AMAL KUMAR GHOSH, both are sons of Late Saroj Kumar Ghosh, by Nationality - Indian, by faith - Hindu, by occupation - Business, both are residing at 275, Baghajatin Station Road, West Rajapur, Police Station - Jadavpur, Kolkata - 700 032, hereinafter jointly called and referred to as the **'SECOND PARTY'** (which term or expression shall unless excluded by or repugnant to the context shall mean and include their respective heirs, executors, legal representatives, administrators and assigns) of the **'SECOND PART'**.

AND

SMT. SHYAMALI DAS, wife of Sri Ashim Kumar Das and daughter of Late Saroj Kumar Ghosh, by Nationality - Indian, by faith - Hindu, by occupation - Housewife, residing at 5, Shibaji Road, West Rajapur, Police Station - Jadavpur, Kolkata - 700 032, hereinafter called and referred to as the **'THIRD PARTY'** (which term or expression shall unless excluded by or repugnant to the context shall mean and include her heirs, executors, legal representatives, administrators and assigns) of the **'THIRD PART'**.

WHEREAS one Kazi Sadat Ali Wakfs Estate was lawful absolute owner of land 1.20 acres in C.S. Dag Nos. 31, 33 and 34 of C.S. Khatian No.13 and at present recorded in R.S. Dag Nos. 40, 42 and 43 of R.S. Khatian Nos. 50, 70, 71, 72, 74, 75, 76, 77, 78, 49, 61, 62, 63, 65, 66, 67, 68 and 69 created out of present R.S. Khatian No.17 of Mouza Chak Masar, P.S. Jadavpur, Kolkata - 700 086, District 24-Parganas (South);

AND WHEREAS one Hirendra Lal Sarkar who purchased the aforesaid property from the Mutwallis of the said Kazi Sadat Ali Wakfs Estate with the approval of the Commissioner of Wakfs and on deposit of the consideration price therefore with the Wakfs Bank;

AND WHEREAS one Smt. Mati Rani Ghosh, wife of Late Saroj Kumar Ghosh, of Village Paschim Rajapur, P.S. Jadavpur, Kolkata - 700 032, District : South 24-Parganas (the predecessor/ mother of the Land Owners herein) absolutely owned aforesaid property on the basis of her purchase by registered Kobala dated 27.01.1968 from said Hirendra Lal Sarkar and the said Kobala was registered with the Sub-Registrar of Alipore, 24 Parganas, and recorded in Book No. 1, Volume No. 18, Pages 176 to 183, Being No. 532, in the year 1968;

AND WHEREAS Sri Hiralal Roy, son of Late Bipin Behari Roy and Smt. Mahamaya Roy, wife of Sri Hiralal Roy, then both were residing at Village Chakmasar, P.S. Jadavpur, Kolkata - 700 086, were in wrongful possession of the aforesaid property having no right, title or interest therein but they claimed that they entered into an Agreement for Sale with the Constituted Attorney of the Mutwallis of the said Wakfs Estate of Kazi Sadat Ali in respect of the aforesaid property;

AND WHEREAS one Sri Kiron Chandra Bardhan of 26E, Baghajatin Colony, P.S. Jadavpur, Kolkata - 700 086, as Plaintiff filed a suit in the 1st Court of Munsiff at Alipore against the said Sri Hiralal Roy and Smt. Mahamaya Roy, for declaration of his title and permanent injunction in respect of the aforesaid property and the said suit being transferred to the Second Additional Court of the Munsiff at Alipore and was renumbered as Title Suit No. 57 of 1975. Also previously said Smt. Mati Rani Ghosh filed in the 1st Court of the Munsiff at Alipore a suit for declaration of her title in respect of the entire aforesaid land and recovery of possession of 4 Cottahs of land on which the said Sri Hiralal Roy and Smt. Mahamaya Roy wrongfully raised hutments and upon transfer to the Second Additional Court of the Munsiff at Alipore the said suit was renumbered as Title Suit No. 63 of 1975;

AND WHEREAS said both Title Suit No. 57 of 1975 and Title Suit No. 63 of 1975 were heard analogously and upon such contested hearing, the Learned Second Additional Court of the Munsiff at Alipore was pleased to dismiss Title Suit No. 57 of 1975 filed by said Kiron Chandra Bardhan and decreed that the Title Suit No. 63 of 1975 filed by the said Smt. Mati Rani Ghosh infavour of her with the finding that she (Smt. Mati Rani Ghosh) was the rightful owner of the entire suit property / aforesaid land and the said Sri Hiralal Roy and Smt. Mahamaya Roy were in illegal and wrongful possession of aforesaid 4 Cottahs of land and the Learned Second Additional Court of the Munsiff at Alipore was also pleased to pass that said Kiron Chandra Bardhan and the Commissioner of Wakfs had no right, title, interest or possession in respect of the suit land / aforesaid land;

AND WHEREAS said Sri Hiralal Roy and Smt. Mahamaya Roy, against the said Judgement and Decree of the Learned Second Additional Court of Munsiff at Alipore, preferred Title

Appeal No. 1001 of 1979 and also said Kiron Chandra Bardhan preferred Title Appeal Nos. 1037 of 1979 and 1038 of 1979 all in the Court of the Learned District Judge at Alipore and upon contested hearing the Learned 12th Additional District Judge was pleased to dismiss the Title Appeal No. 1001 of 1979 with the finding that Kiron Chandra Bardhan has no right, title, interest or possession in respect of the suit property, that the said Smt. Mati Rani Ghosh was the rightful owner of the suit property and that the said Sri Hiralal Roy and Smt. Mahamaya Roy were in illegal and wrongful occupation of the entire suit property. With the aforesaid finding the said Learned Appellate Court of 12th Additional District Judge was pleased to dismiss the Title Suit No. 57 of 1975 filed by Kiron Chandra Bardhan and sends the Title Suit No. 63 of 1975 filed by the said Smt. Mati Rani Ghosh back on remand to the Learned Trial Court with liberty to Smt. Mati Rani Ghosh to amend the plaint seeking recovery of possession of the entire suit property. Thereupon said Smt. Mati Rani Ghosh duly amended the plaint in terms of the direction given by the Learned Appellate Court;

AND WHEREAS against the said Judgement and Decree passed by the said Learned Lower Appellate Court (12th Additional District Judge at Alipore) in Title Appeals Nos. 1001 of 1979, 1037 of 1979 and 1038 of 1979, the said Respondent therein, Kiron Chandra Bardhan preferred Second Appeal No. 553 to 555 of 1982 before the Hon'ble High Court, Calcutta and subsequently on the application of the appellant, said Kiron Chandra Bardhan, all his said Second Appeals were dismissed by the Hon'ble High Court, Calcutta for non prosecution. Thereafter the said Sri Hiralal Roy and Smt. Mahamaya Roy, as the Defendants / Respondents and cross objectors in the said Second Appeal No. 555 of 1982 pressed for hearing and disposal of the cross objection preferred by them on merits and after contested hearing,

the said cross objection was dismissed by the Hon'ble Mrs. Justice Jyotirmoyee Nag as being not maintainable law;

AND WHEREAS in the meantime said Title Suit No. 63 of 1975 (filed by Smt. Mati Rani Ghosh) came up for hearing after remand before the Learned Trial Court (2nd Additional Munsiff at Alipore), when it was found that the valuation of the suit after amendment of plaint exceeded the pecuniary jurisdiction of the said Trial Court. As such, as per direction given by the Lower Appellate Court, the said Trial Court was pleased to return the plaint for filing in proper Court. Thereupon said Smt. Mati Rani Ghosh refilled the said plaint for Trial in the Third Court of Assistant District Judge (now Civil Judge, Senior Division) at Alipore and the Suit was renumbered as Title Suit No. 200 of 1987 was started thereon. It is pertinent to mention here that although both the previous Trial Court and Lower Appellate Court held that the Defendants/Respondents therein, Kiron Chandra Bardhan and the Commissioner of Wakfs had no right, title, interest or possession in respect of the suit property / aforesaid land or any portion thereof, in the said new Suit started on refilling the previously filed plaint, the said Kiron Chandra Bardhan and the Commissioner of Wakfs were still retained as the Defendants. But the said Defendants, Kiron Chandra Bardhan and the Commissioner of Wakfs did not appear in the said Title Suit No. 200 of 1987 and did not contest the suit and did not raise any claim, right, title, interest or possession in respect of the suit property / aforesaid land and only they filed written statement and contested the suit which was, therefore, decreed on contest against them and exparte against the said other Defendants, Kiron Chandra Bardhan and the Commissioner of Wakfs;

AND WHEREAS the said Sri Hiralal Roy and Smt. Mahamaya Roy preferred an Appeal from Original Decree against

the said Judgement and Decree dated 22.09.1995 passed by the Learned Trial Court, namely, the Court of the Learned Assistant District Judge, Third Court at Alipore in the said Title Suit No. 200 of 1987, before the Hon'ble High Court, Calcutta being Appeal F.A.T. No. 3686 of 1995. That the said Respondents Kiron Chandra Bardhan and the Commissioner of Wakfs were not at all necessary parties and their names should be expunged from the Cause Title of the Appeal;

AND WHEREAS in view of the long drawn litigation as aforesaid and enormous costs incurred in prosecuting the said litigations and at the intervention of common friends and well-wishers, the aforesaid Sri Hiralal Roy and Smt. Mahamaya Roy and Smt. Mati Rani Ghosh have settled their disputes out of Court and Compromised the above appeal and the concerned Title Suit No. 200 of 1987 and filed a Petition of Compromise jointly before the Hon'ble Mr. Satyabrata Sinha, Acting Chief Justice and His Companion Justices of the said Hon'ble High Court, Calcutta on the following terms :-

- (a) Accepting the finding of the Trial Court regarding the Title and possession of the parties in respect of the Suit Property and also considering the uncertainty of the result of litigation and enormous costs to be incurred by both the parties in further proceeding with and/or defending the above First Appeal over and above the time require for getting the appeal disposed of on contest, the Sri Hiralal Roy and Smt. Mahamaya Roy and Smt. Mati Rani Ghosh have made an equitable division and distribution of the suit property amongst them. Upon such division and distribution, Smt. Mati Rani Ghosh with her four sons and one daughter have exclusively and absolutely obtained .14

(fourteen decimal) acres of land more or less being the front and northern half portion of C.S. Dag No. 31 (R.S. Dag No. 40) as marked, shown and delineated by red borders (boundary lines) in the map or site plan annexed with Compromise Petition as the full, absolute, sixteen annas owners thereof and the remaining .14 (fourteen decimal) acres more or less being the southern half portion of the said C.S. Dag No. 31 (R.S. Dag No. 40) marked, shown and delineated by blue borders (boundary lines) in the map or site plan annexed with Compromise Petition has been obtained exclusively and absolutely by Sri Hiralal Roy and Smt. Mahamaya Roy as the full, absolute, sixteen annas owners thereof. Both the parties shall have the right to use the 4' feet wide passage lying on the attached east of the said C.S. Dag No. 31 (R.S. Dag No. 40);

- (b) Upon such division and distribution Smt. Mati Rani Ghosh and her four sons and one daughter have exclusively and absolutely obtained .33 (thirty three decimal) acres or one bigha of demarcated land comprising portions of C.S. Dag Nos. 33 and 34 (R.S. Dag Nos. 42 and 43) being the eastern demarcated portions of the said C.S. Dag Nos. 33 and 34 marked, shown and delineated by red borders (boundary lines) in the map or site plan annexed with Compromise Petition as the full, absolute, sixteen annas owners thereof and the remaining western portion of the said C.S. Dag Nos. 33 and 34 (R.S. Dag Nos. 42 and 43) measuring .60 (sixty decimal) acres more or less as marked, shown and delineated by blue borders (boundary lines) in the map or site plan annexed with

Compromise Petition has been obtained exclusively by Sri Hiralal Roy and Smt. Mahamaya Roy as the full, absolute sixteen annas owners thereof. The said portion of the suit land obtained by the Smt. Mati Rani Ghosh have been marked as Lot A and Lot A₁ and the said portions of the suit lands obtained by Sri Hiralal Roy and Smt. Mahamaya Roy have been marked as Lot B and Lot B₁. As per promise of both the parties, a demarcate plot of land measuring .05 (five decimals) acres, in C.S. Dag No. 33 (R.S. Dag No. 42) within Lot B₁ property obtained by Sri Hiralal Roy and Smt. Mahamaya Roy, has been given by them to the mediator Sri Gopal Sheel, son of Late Santosh Sheel of Nayabad, P.S. Kasba, Kolkata - 700094 who has obtained the said land as the full, absolute sixteen annas owner thereof. The said .05 (five decimals) acres of land has been marked as Lot C.

AND WHEREAS on the aforesaid terms and condition of the said joint Compromise Petition of Sri Hiralal Roy and Smt. Mahamaya Roy and Smt. Mati Rani Ghosh, the above Appeal was Decreed and disposed of and the concerned Title Suit No. 200 of 1987 of the 3rd Court of Assistant District Judge (now Civil Judge, Senior Division) at Alipore was decreed and disposed of without any cost making the said joint Compromise Petition of Sri Hiralal Roy and Smt. Mahamaya Roy and Smt. Mati Rani Ghosh is treated as parts of the decree passed by the Hon'ble High Court, Calcutta in F.A. No. 77 of 1997, CAN No. 7612 of 1999, arising out of F.A.T. No. 3686 of 1995;

AND WHEREAS by aforesaid Judgement and Decree dated 08.02.2000 passed by the Hon'ble High Court, Calcutta said Smt. Mati Rani Ghosh, wife of Late Saroj Kumar Ghosh, of Village

Paschim Rajapur, P.S. Jadavpur, Kolkata - 700 032, District : South 24-Parganas with her four sons and one daughter became absolute owners of .14 (fourteen decimal) acres of land more or less being the front and northern half portion of C.S. Dag No. 31 (R.S. Dag No. 40) with right of use the 4' ft. wide passage lying on the attached east of the said C.S. Dag No. 31 (R.S. Dag No. 40) and .33 (thirty three decimal) acres or one bigha of demarcated land comprising portions of C.S. Dag Nos. 33 and 34 (R.S. Dag Nos. 42 and 43) being the eastern demarcated portions of the said C.S. Dag Nos. 33 and 34 marked, total .47 (forty seven decimal) acres more or less under C.S. Khatian No.13 and at present recorded of R.S. Khatian Nos. 50, 70, 71, 72, 74, 75, 76, 77, 78, 49, 61, 62, 63, 65, 66, 67, 68 and 69 created out of present R.S. Khatian No.17 of Mouza Chak Masar, P.S. Jadavpur, Kolkata - 700 086, District 24-Parganas (South);

AND WHEREAS said Smt. Mati Rani Ghosh was a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 15.06.2002 leaving behind her four sons and one daughter namely (1) Sri Subrata Kumar Ghosh (2) Sri Kajal Kumar Ghosh (3) Sri Dulal Kumar Ghosh and (4) Sri Amal Kumar Ghosh, all are sons of Late Saroj Kumar Ghosh and (5) Smt. Shyamali Das, wife of Sri Ashim Kumar Das and daughter of Late Saroj Kumar Ghosh (the Parties herein), as her only legal heirs and successors who by virtue of inheritance under the Hindu Succession Act, became the absolute joint owners of the above mentioned property measuring about .14 (fourteen decimal) acres more or less in C.S. Dag No. 31 (R.S. Dag No. 40) and measuring about .33 (thirty three decimal) acres more or less in C.S. Dag Nos. 33 and 34 (R.S. Dag Nos. 42 and 43) under C.S. Khatian No.13 and at present recorded of R.S. Khatian Nos. 50, 70, 71, 72, 74, 75, 76, 77, 78, 49, 61, 62, 63, 65, 66, 67, 68 and 69 created out of present R.S. Khatian No.17 of Mouza Chak Masar, P.S. Patuli (formerly Jadavpur), Kolkata -

700086, District 24-Parganas (South). Here is noted that the husband of Smt. Mati Rani Ghosh namely Saroj Kumar Ghosh was predeceased;

AND WHEREAS (1) Sri Subrata Kumar Ghosh (2) Sri Kajal Kumar Ghosh (3) Sri Dulal Kumar Ghosh and (4) Sri Amal Kumar Ghosh, and (5) Smt. Shyamali Das, (the Parties herein), mutated their names in the records of the Kolkata Municipal Corporation (K.M.C.) in respect of the above mentioned land measuring about .33 (thirty three decimal) acres corresponding to 20 (twenty) Cottahs more or less in C.S. Dag Nos. 33 and 34 (R.S. Dag Nos. 42 and 43) under C.S. Khatian No.13 and at present recorded of R.S. Khatian Nos. 50, 70, 71, 72, 74, 75, 76, 77, 78, 49, 61, 62, 63, 65, 66, 67, 68 and 69 created out of present R.S. Khatian No.17 of Mouza Chak Masar, P.S. Patuli (formerly Jadavpur), Kolkata - 700086, District 24-Parganas (South) which is known and numbered as the K.M.C. Premises No. 42, Baghajatin Place, Assessee No. 31-101-10-0042-7;

AND WHEREAS the aforesaid land area had been decreased due to expansion of adjacent road and common passage and it is now measuring about 17 (seventeen) Cottahs 9 (nine) Chittacks 17 (seventeen) Sq.ft. more or less instead of 20 (twenty) Cottahs more or less at the K.M.C. Premises No. 42, Baghajatin Place, Kolkata - 700 086;

AND WHEREAS (1) Sri Subrata Kumar Ghosh (2) Sri Kajal Kumar Ghosh (3) Sri Dulal Kumar Ghosh and (4) Sri Amal Kumar Ghosh, and (5) Smt. Shyamali Das, (the Parties herein), constructed three tiles shed structure on the said land measuring about 17 (seventeen) Cottahs 9 (nine) Chittacks 17 (seventeen) Sq.ft. more or less at the K.M.C. Premises No. 42, Baghajatin Place, Kolkata - 700 086;

AND WHEREAS (1) Sri Subrata Kumar Ghosh (2) Sri Kajal Kumar Ghosh (3) Sri Dulal Kumar Ghosh and (4) Sri Amal Kumar Ghosh and (5) Smt. Shyamali Das, (the Parties herein), are absolute joint owners of land measuring about 17 (seventeen) Cottahs 9 (nine) Chittacks 17 (seventeen) Sq.ft. more or less and three tiles shed structure standing thereon in C.S. Dag Nos. 33 and 34 (R.S. Dag Nos. 42 and 43) under C.S. Khatian No. 13 and at present recorded of R.S. Khatian Nos. 50, 70, 71, 72, 74, 75, 76, 77, 78, 49, 61, 62, 63, 65, 66, 67, 68 and 69 created out of present R.S. Khatian No.17 of Mouza Chak Masar, P.S. Patuli (formerly Jadavpur), Kolkata - 700 086, District 24-Parganas (South) also within the Kolkata Municipal Corporation (K.M.C.) being the K.M.C. Premises No. 42, Baghajatin Place, Assessee No. 31-101-10-0042-7, Kolkata - 700 086 and the Parties herein are in possession and enjoyment on the said land free from all encumbrances and entire this property hereinafter called and referred to as the **said premises** and described in details in the SCHEDULE "A" hereunder written;

AND WHEREAS (1) Sri Subrata Kumar Ghosh (2) Sri Kajal Kumar Ghosh (3) Sri Dulal Kumar Ghosh and (4) Sri Amal Kumar Ghosh and (5) Smt. Shyamali Das have absolute equal ownership on the above **said premises** and each having equal $1/5^{\text{th}}$ undivided share/interest equivalent to 20% (twenty percent) share/interest over the above said property/**said premises** mentioned in the SCHEDULE "A" hereunder written along with all kinds of easements rights and including the right of egress and ingress free from all encumbrances;

AND WHEREAS said (1) Sri Subrata Kumar Ghosh (2) Sri Kajal Kumar Ghosh (3) Sri Dulal Kumar Ghosh and (4) Sri Amal Kumar Ghosh and (5) Smt. Shyamali Das have plotted the **said premises** into three plots of land and one tiles shed structure

standing thereon in each plot, marked as Plot 'A' measuring about 7 (seven) Cottahs more or less and one tiles shed structure standing thereon, Plot 'B' measuring about 7 (seven) Cottahs more or less and one tiles shed structure standing thereon and Plot 'C' measuring about 3 (three) Cottahs 9 (nine) Chittacks 17 (seventeen) Sq.ft. more or less and one tiles shed structure standing thereon, with all kinds of easements rights and including the right of egress and ingress free from all encumbrances;

AND WHEREAS said (1) Sri Subrata Kumar Ghosh (2) Sri Kajal Kumar Ghosh (3) Sri Dulal Kumar Ghosh and (4) Sri Amal Kumar Ghosh and (5) Smt. Shyamali Das in order to avoid any possibilities of ruinous litigations and misunderstanding amongst themselves and to live in peace and happiness maintaining cordial relationship amongst themselves and for their better enjoyment and effective use, occupations and dealings, they have mutually agreed to come to an **Amicable Partition** of the properties described in the SCHEDULE "A" on following terms and conditions i.e. Sri Subrata Kumar Ghosh and Sri Kajal Kumar Ghosh are jointly treated the First Party and having 40% (forty percent) share/interest over the **said premises**, Sri Dulal Kumar Ghosh and Sri Amal Kumar Ghosh are jointly treated the Second Party and having 40% (forty percent) share/interest over the **said premises** and Smt. Shyamali Das is solely treated the Third Party and having 20% (twenty percent) share/interest over the **said premises** along with following terms and conditions.

NOW THIS INDENTURE WITNESSETH as follows :-

1. That in consideration of the absolute ownership acquired by all the parties hereto in respect of the allotments made hereunder and by virtue of mutual transfer and release hereunder effected the said the Second Party and the Third Party hereunder convey, transfer, assure, assign, confer and release unto the First

Party **ALL THAT** the properties set forth in the SCHEDULE "B" hereto together with all easements and appurtenances whatsoever so as to constitute the said First Party sole and absolute owner of the property comprised in the SCHEDULE "B", freed and discharged from all rights in common and all claims, demands whatsoever of the other parties concerning the same and **TO HAVE AND TO HOLD** the same absolutely and forever in free simple in severalty against the other parties herein.

2. That in consideration of the absolute ownership acquired by all the parties hereto in respect of the allotments made hereunder and by virtue of mutual transfer and release hereunder effected the said the First Party and the Third Party hereunder convey, transfer, assure, assign, confer and release unto the Second Party **ALL THAT** the properties set forth in the SCHEDULE "C" hereto together with all easements and appurtenances whatsoever so as to constitute the said Second Party sole and absolute owner of the property comprised in the SCHEDULE "C", freed and discharged from all rights in common and all claims, demands whatsoever of the other parties concerning the same and **TO HAVE AND TO HOLD** the same absolutely and forever in free simple in severalty against the other parties herein.

3. That in consideration of the absolute ownership acquired by all the parties hereto in respect of the allotments made hereunder and by virtue of mutual transfer and release hereunder effected the said the First Party and the Second Party hereunder convey, transfer, assure, assign, confer and release unto the Third Party **ALL THAT** the properties set forth in the SCHEDULE "D" hereto together with all easements and appurtenances whatsoever so as to constitute the said Third Party sole and absolute owner of the property comprised in the SCHEDULE "D", freed and

discharged from all rights in common and all claims, demands whatsoever of the other parties concerning the same and **TO HAVE AND TO HOLD** the same absolutely and forever in free simple in severalty against the other parties herein.

4. That this Original Deed of Partition shall be retained by Sri Subrata Kumar Ghosh, party of the First Part herein, who undertakes at the request of any other party to produce and hand over the same for inspection by other party and to allow to take copies thereof or produce to any Court and/or Public Office and/or Arbitrator and/or Bank and/or Insurance Company, Municipality, etc. for inspection and/or for any other purpose as may be lawfully required by them and prevented by fire or any other inhabitable accident keep the said Deed safe, unobliterated and unconcealed.

5. That the parties to this present henceforth shall mutate their names before the Kolkata Municipal Corporation (K.M.C.) in respect their respective allocation and they co-operate each other for mutating their names before the K.M.C. in every manner and none of them is not entitled to raise any objection or claim in the matter under any circumstances.

6. That the parties herein shall bear taxes and all other outgoings of the property (mentioned in details in the SCHEDULE "A" hereunder written) proportionately till the mutation of the respective properties and/or apportionment of taxes of the respective allotment of the **said premises** and after mutation of the respective allotment Corporation Property Tax Bill will be issued in favour of the parties of this presents by the Kolkata Municipal Corporation and the parties herein will bear respective share of Corporation Property Taxes for their respective allotments since then.

7. Neither of the parties shall ever be able to create any obstruction in respect of their peaceful enjoyment of their respective share and further shall not be able to make any hindrance to use their respective share.

8. That each party herein and their respective nominee(s), legal representative(s) shall have every right to sell, gift, convey, transfer, mortgage, charge and assign in any way freely whenever it will be required and the said party can freely dispose their respective share to any person(s) without taking consent from the other parties herein.

9. That no party shall be entitled to any easement or quasi-easement rights over the allotment that made to the other parties herein, which are all hereby extinguished.

10. That the parties herein shall enter upon their respective allotments and hold, possess and enjoy the same in severally absolutely against each other without any claim demand or interruption whatsoever.

11. Each party shall, at the request and cost of the other party/parties of this present, 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 require for further better and more perfectly assuring the allotments hereunder made or for rectification, declaration of any error or omission.

12. The parties to this Deed shall include and mean their heirs, executors, legal representatives, administrators and assignees of the respective parties.

13. This partition shall not be reopened nor challenged under any circumstances by reason of any error or omission 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 commissions for better and more perfectly assuring the allotments hereunder written.

SCHEDULE 'A' ABOVE REFERRED TO

(Description of the **said premises**)

ALL THAT piece and parcel of land measuring about 17 (seventeen) Cottahs 9 (nine) Chittacks 17 (seventeen) Sq.ft. be the same a little more or less and three tiles shed structure standing thereon, lying and situate in part of C.S. Dag Nos. 33 and 34 (part of R.S. Dag Nos. 42 and 43) under C.S. Khatian No. 13 and at present recorded of R.S. Khatian Nos. 50, 70, 71, 72, 74, 75, 76, 77, 78, 49, 61, 62, 63, 65, 66, 67, 68 and 69 created out of present R.S. Khatian No. 17 of Mouza Chak Masar, J.L. No. 30, Collectorate Touzi No. 151, R.S. No. 21½, Pargana Khaspur, P.S. Patuli (formerly Jadavpur), Sub Registry Office Alipore, District 24-Parganas (South) now within the Kolkata Municipal Corporation area, Borough No. XII, in Ward No. 101, being the K.M.C. Premises No. 42, Baghajatin Place, Assessee No. 31-101-10-0042-7, Kolkata - 700 086, along with all easement rights therein with every rights on the adjacent road and passage, with every right to take all sorts of connections in or underneath the said road thereto, with right to freely ingress and egress to the said land which is butted and bounded by this following manner :-

<u>ON THE NORTH</u>	:	24'-0" feet wide Baghajatin Station Road;
<u>ON THE SOUTH</u>	:	Land in R.S. Dag No. 57;
<u>ON THE EAST</u>	:	Land in R.S. Dag No. 57;
<u>ON THE WEST</u>	:	24'-0" feet wide Common Passage.

SCHEDULE 'B' ABOVE REFERRED TO

(Allotted to the First Party i.e. Sri Subrata Kumar Ghosh and Sri Kajal Kumar Ghosh, Valued at Rs.34,00,000/-)

ALL THAT piece and parcel of land measuring about 7 (seven) Cottahs out of 17 (seventeen) Cottahs 9 (nine) Chittacks 17 (seventeen) Sq.ft. be the same a little more or less and one tiles shed structure measuring about 1440 Sq.ft. standing thereon, lying and situate in part of C.S. Dag Nos. 33 and 34 (part of R.S. Dag Nos. 42 and 43) under C.S. Khatian No. 13 and at present recorded of R.S. Khatian Nos. 50, 70, 71, 72, 74, 75, 76, 77, 78, 49, 61, 62, 63, 65, 66, 67, 68 and 69 created out of present R.S. Khatian No. 17 of Mouza Chak Masar, J.L. No. 30, Collectorate Touzi No. 151, R.S. No. 21½, Pargana Khaspur, P.S. Patuli (formerly Jadavpur), Sub Registry Office Alipore, District 24-Parganas (South) now within the Kolkata Municipal Corporation area, Borough No. XII, in Ward No. 101, being the part of the K.M.C. Premises No. 42, Baghajatin Place, Assessee No. 31-101-10-0042-7, Kolkata - 700 086, along with all easement rights therein with every rights on the adjacent road and passage, with every right to take all sorts of connections in or underneath the said road and passage thereto, with right to freely ingress and egress to the land, the schedule property is particularly shown and delineated with the **RED** border line in the map or plan, marked 'A', annexed herewith, which is part of this deed, the said entire land is butted and bounded by this following manner :-

- | | | |
|----------------------------|---|---|
| <u>ON THE NORTH</u> | : | 24'-0" feet wide Baghajatin Station Road; |
| <u>ON THE SOUTH</u> | : | Allotted Plot 'B' to the Second Party herein i.e. Sri Dulal Kumar Ghosh and Sri Amal Kumar Ghosh; |
| <u>ON THE EAST</u> | : | Land in R.S. Dag No. 57; |
| <u>ON THE WEST</u> | : | 24'-0" feet wide Common Passage. |

SCHEDULE 'C' ABOVE REFERRED TO

(Allotted to the Second Party i.e. Sri Dulal Kumar Ghosh and Sri Amal Kumar Ghosh, Valued at Rs.34,00,000/-)

ALL THAT piece and parcel of land measuring about 7 (seven) Cottahs out of 17 (seventeen) Cottahs 9 (nine) Chittacks 17 (seventeen) Sq.ft. be the same a little more or less and one tiles shed structure measuring about 800 Sq.ft. standing thereon, lying and situate in part of C.S. Dag Nos. 33 and 34 (part of R.S. Dag Nos. 42 and 43) under C.S. Khatian No. 13 and at present recorded of R.S. Khatian Nos. 50, 70, 71, 72, 74, 75, 76, 77, 78, 49, 61, 62, 63, 65, 66, 67, 68 and 69 created out of present R.S. Khatian No. 17 of Mouza Chak Masar, J.L. No. 30, Collectorate Touzi No. 151, R.S. No. 21½, Pargana Khaspur, P.S. Patuli (formerly Jadavpur), Sub Registry Office Alipore, District 24-Parganas (South) now within the Kolkata Municipal Corporation area, Borough No. XII, in Ward No. 101, being the part of the K.M.C. Premises No. 42, Baghajatin Place, Assessee No. 31-101-10-0042-7, Kolkata - 700 086, along with all easement rights therein with every rights on the adjacent road and passage, with every right to take all sorts of connections in or underneath the said road and passage thereto, with right to freely ingress and egress to the land, the schedule property is particularly shown and delineated with the **BLUE** border line in the map or plan, marked 'B', annexed herewith, which is part of this deed, the said entire land is butted and bounded by this following manner :-

- | | | |
|----------------------------|---|---|
| <u>ON THE NORTH</u> | : | Allotted Plot 'A' to the First Party herein i.e. Sri Subrata Kumar Ghosh and Sri Kajal Kumar Ghosh; |
| <u>ON THE SOUTH</u> | : | Allotted Plot 'C' to the Third Party herein i.e. Smt. Shyamali Das; |
| <u>ON THE EAST</u> | : | Land in R.S. Dag No. 57; |
| <u>ON THE WEST</u> | : | 24'-0" feet wide Common Passage. |

SCHEDULE 'D' ABOVE REFERRED TO

(Allotted to the Third Party i.e. Smt.

Shyamali Das. Valued at Rs.17,00,000/-)

ALL THAT piece and parcel of land measuring about 3 (three) Cottahs 9 (nine) Chittacks 17 (seventeen) Sq.ft. out of 17 (seventeen) Cottahs 9 (nine) Chittacks 17 (seventeen) Sq.ft. be the same a little more or less and one tiles shed structure measuring about 400 Sq.ft. standing thereon, lying and situate in part of C.S. Dag Nos. 33 and 34 (part of R.S. Dag Nos. 42 and 43) under C.S. Khatian No. 13 and at present recorded of R.S. Khatian Nos. 50, 70, 71, 72, 74, 75, 76, 77, 78, 49, 61, 62, 63, 65, 66, 67, 68 and 69 created out of present R.S. Khatian No. 17 of Mouza Chak Masar, J.L. No. 30, Collectorate Touzi No. 151, R.S. No. 21½, Pargana Khaspur, P.S. Patuli (formerly Jadavpur), Sub Registry Office Alipore, District 24-Parganas (South) now within the Kolkata Municipal Corporation area, Borough No. XII, in Ward No. 101, being the part of the K.M.C. Premises No. 42, Baghajatin Place, Assessee No. 31-101-10-0042-7, Kolkata - 700 086, along with all easement rights therein with every rights on the adjacent road and passage, with every right to take all sorts of connections in or underneath the said road and passage thereto, with right to freely ingress and egress to the land, the schedule property is particularly shown and delineated with the **GREEN** border line in the map or plan, marked 'C', annexed herewith, which is part of this deed, the said entire land is butted and bounded by this following manner :-

<u>ON THE NORTH</u>	:	Allotted Plot 'B' to the Second Party herein i.e. Sri Dulal Kumar Ghosh and Sri Amal Kumar Ghosh;
<u>ON THE SOUTH</u>	:	Land in R.S. Dag No. 57;
<u>ON THE EAST</u>	:	Land in R.S. Dag No. 57;
<u>ON THE WEST</u>	:	24'-0" feet wide Common Passage.

IN WITNESSES WHEREOF the parties herein have hereto set and subscribed their hands and signatures on the day month and year first above written.

SIGNED, SEALED AND
DELIVERED IN KOLKATA in
presence of the following
Witnesses:

1. ASIM kumar Das 1. Subrata k. Ghosh.
5, Swami vivekananda
Road,
Kolkata = 700032
2. Ujal k. Ghosh.

Signature of the First Party

2. Debasree Chattopadhyay 1. Anil Kumar Ghosh
5, Swami vivekananda
Road
2. Anil Kumar Ghosh

Kolkata = 700032

Signature of the Second Party

Shyamali Das.
Signature of the Third Party

Prepared as per instruction
by the parties herein:




Surya Prasad Datta Roy
Advocate

Alipore Judges' Court
Kolkata - 700 027.

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					


Name

Signature

		Thumb	1st finger	middle finger	ring finger	small finger
 Subrata Kumar	left hand					
	right hand					


Name Subrata K. Ghosh

Signature Subrata K. Ghosh

		Thumb	1st finger	middle finger	ring finger	small finger
 Kajal Kumar	left hand					
	right hand					

Name Kajal K. Ghosh

Signature Kajal K. Ghosh

		Thumb	1st finger	middle finger	ring finger	small finger
 DUAL KUMAR GHOSH	left hand					
	right hand					


Name DUAL KUMAR GHOSH

Signature Dual Kumar Ghosh

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					


Name

Signature

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name Anil Kumar Ghosh

Signature Anil Kumar Ghosh

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name Shyamali Das

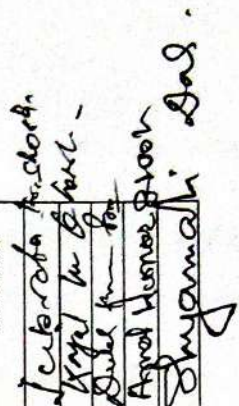
Signature Shyamali Das

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name

Signature

James Aliou



Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 07810 of 2013
(Serial No. 09814 of 2013 and Query No. 1605L000015391 of 2013)

On 25/09/2013

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 20.15 hrs on 25/09/2013, at the Private residence by Subrata Kumar Ghosh, one of the Executants.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 25/09/2013 by

1. Subrata Kumar Ghosh, son of Late Saroj Kumar Ghosh, 275, West Rajapur, BAGHA JATIN STATION ROAD, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700032, By Caste Hindu, By Profession : Retired Person
2. Kajal Kumar Ghosh, son of Late Saroj Kumar Ghosh, 275, West Rajapur, BAGHA JATIN STATION ROAD, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700032, By Caste Hindu, By Profession : Service
3. Dulal Kumar Ghosh, son of Late Saroj Kumar Ghosh, 275, West Rajapur, BAGHA JATIN STATION ROAD, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700032, By Caste Hindu, By Profession : Business
4. Amal Kumar Ghosh, son of Late Saroj Kumar Ghosh, 275, West Rajapur, BAGHA JATIN STATION ROAD, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700032, By Caste Hindu, By Profession : Business
5. Shyamali Das, wife of Ashim Kumar Das, 5, Shibaji Rd West Rajapur, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700032, By Caste Hindu, By Profession : House wife

Identified By Asim Kumar Das, son of Late Golok Basi Das, 5, S. V. Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700032, By Caste: Hindu, By Profession: Service.

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 26/09/2013

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-2,11,67,333/-Partition Amount Rs 1,25,03,333/- Conveyance Amount Rs 3,86,933/-

Certified that the required stamp duty of this document is Rs.- 85753 /- and the Stamp duty paid as Impressive Rs.- 5000/-

(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR

Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 07810 of 2013
(Serial No. 09814 of 2013 and Query No. 1605L000015391 of 2013)

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 27/09/2013

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule 1962 duly stamped under schedule 1A.
Article number : 45, 5 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 141804.00/-, on 27/09/2013

(Under Article : A(1) = 141790/- ,E = 14/- on 27/09/2013)

Deficit stamp duty

Deficit stamp duty

1. Rs. 40760/- is paid , by the draft number 590459, Draft Date 18/09/2013, Bank : State Bank of India, BANSDRONI, received on 27/09/2013
2. Rs. 40000/- is paid , by the draft number 590458, Draft Date 18/09/2013, Bank : State Bank of India, BANSDRONI, received on 27/09/2013

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR

DATED THIS 25th DAY OF SEPTEMBER 2013

BETWEEN

(1) SRI SUBRATA KUMAR GHOSH
AND (2) SRI KAJAL KUMAR GHOSH
..... **FIRST PARTY**

AND

(1) SRI DULAL KUMAR GHOSH AND
(2) SRI AMAL KUMAR GHOSH
..... **SECOND PARTY**

AND

SMT. SHYAMALI DAS
..... THIRD PARTY

DEED OF AMICABLE PARTITION

SURYA PRASAD DATTA RCY

Advocate

Alipore Judges' Court

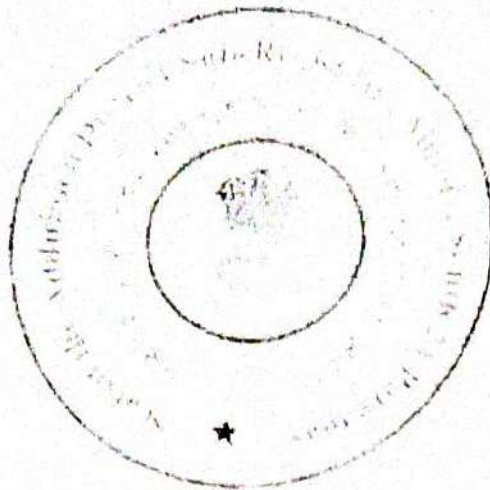
Kolkata - 700 027

Mobile:-9433213723

9831832151

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 32
Page from 1341 to 1368
being No 07810 for the year 2013.



Yaru

(Arnab Basu) 30-September-2013
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. ALIPORE
West Bengal