



STAMP AFFIXED
15/12/84
STAMP SUPERINTENDENT
CALCUTTA COLLECTOR'S OFFICE

145



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A 989.50
M(a) 25.00
M(u) 4.00
1018.50

Secretary of Assurances
Calcutta.
Shri K. K. Chatterjee

1/2

THIS INDENTURE made this 3rd day of January

12/1 One Thousand Nine Hundred and Eighty BETWEEN

BALAK RAM SHUKLA son of Late Krishna Behari Shukla deceased Hindu Businessman residing at No. 145, Cotton Street in the town of Calcutta hereinafter referred to as the FIRST PARTY (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs executors administrators representatives and assigns) of the ONE PART

AND SRI SARJU DAYAL SHUKLA son of the said Krishna Behari Shukla deceased Hindu Businessman residing at No. 83, Muktaram Babu Street in the town of Calcutta hereinafter referred to as the SECOND PARTY (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs executors administrators representatives and assigns) of the

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Other Part :

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WHEREAS....2



1-30 pm

3rd Jan 85
Sanjay Dayal Shukla
one of the united

Sanjay Dayal Shukla



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Sanjay Dayal Shukla

3/1/85

Registrar of Assurances

Calcutta

Sanjay Dayal Shukla

1 Sanjay Dayal Shukla of late
Kishore Bihari Shukla of 93
Moulgram Lane St. Calcutta
Hindu business.

2 Balak Ram Shukla of late
Kishore Bihari Shukla of
145 Cotton St. Cal. Hindu
business.



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Balak Ram Shukla

Kamal Kishore Shukla

Kamal Kishore Shukla of
Balak Ram Shukla of
145 Cotton St. Cal. Hindu
business.

Registrar of Assurances

Calcutta

W H E R E A S the partition hereto have acquired with their own self acquired money in equal shares the properties described in the Schedule - I hereto annexed :

AND WHEREAS the parties have with their consent Valued the properties described in the Part-I of the Schedule hereunder written of Rs. 2,00,000.00 (Rupees Two Lakhs) only :

AND WHEREAS the Parties are jointly entitled to the said properties described in Schedule-I hereunder written in equal shares :

AND WHEREAS the said Second Party filed a Suit being Suit No. 213 of 1983 against the First Party in the High Court at Calcutta for Partition of the said Premises Nos. 93, 95, 96, 97A and 97B, Muktaram Babu Street, Calcutta fully described in the Schedule hereunder :

AND WHEREAS through the intervention of the Common Friends and well-wishers the said Suit has been Settled of the following Terms and Conditions : -

1) IT IS DECLARED THAT the parties have equal shares in the following properties :

a) Premises Nos. 94, 95, 97A and 97B, Muktaram Babu Street, Calcutta ;

b) Premises No. 38, Jatpura, District- Etawah (U.P.)

c)...3

- c) Premises at Gandhi Nagar, town and Tahsil
Barthana District Etawah (U. P.).

2) It is Declared and Decreed that the Second
Party will be absolutely entitled to Premises Nos. 93,
95 and portion of Premises No. 97A, Muktaram Babu
By Street, Calcutta ^{as} delineated in the Map or Plan annexed
hereto and bordered 'Red' as his Share in lieu of his
half share in joint properties.

3) It is Declared and Decreed that the First
Party will be absolutely entitled to Premises No. 97B,
and portion of Premises No. 97A, Muktaram Babu Street,
Calcutta as delineated in the Map or Plan annexed hereto
thereto bordered 'Yellow' and also Premises No. 38, Jat-
pura Etawah U.P. and two Premises at Gandhi Nagar,
Bharthana Etawah (U.P.) in lieu of his half share in
the said joint properties.

4) It is Declared that there will be a common passage *as* *Per*
shown in the Map or Plan annexed hereto for ingress and egress
to and from Public Road -Muktaram Babu Street, Calcutta to and
from the said portion of the said premises Nos. 93,
95, 97A and 97B, Muktaram Babu Street, Calcutta- 7.
The existing Common Passage shall be widened to approxi-
mately to 6' (Six) Feet by providing One feet from



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[Signature]
District Collector
Etawah

from 97B, Muktaram Babu Street (in possession of Balakram Shukla) and also One feet from a portion of No. 97A, Muktaram Babu Street (in possession of S. D. Shukla). The said agreed Common Passage as shown in the annexed Map measuring approximately Six feet in width shall be constructed at the time of demolition of No. 97B, Muktaram Babu Street, Calcutta

Pr ^{until said} after the tenants are ejected the existing passage shall be used by both the parties. The parties shall be entitled to lay drain and electric and water connection for supply to their respective portions.

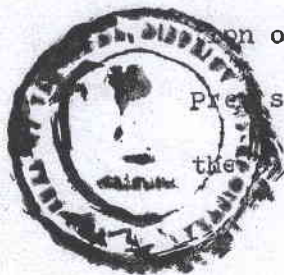
5. It is also declared that the Second Party will take over the assets excepting tenancy of a room at No. 145, Cotton Street, Calcutta; Whereas it has been agreed that the said room in the half floor of premises No. 145, Cotton Street, Calcutta-7, in the name of Empire Calendar Manufacturing Co. shall remain in the possession of the First Party - Balakram Shukla and the Second Party will also take over the liabilities of the business carried on under the name and style of Empire Manufacturing Co. at No. 93, Muktaram

B Babu Street, Calcutta - 7 since dissolved but not the personal Liabilities of the First Party and shall indemnify the First Party by a separate Deed against all loss, claim and demand on account of Income-Tax and Sales-Tax and also amount due to

to Bengal Stationery in respect of the said business.

6) It is further Declared that the Second Party will discharge the liability of the First Party in respect of the Decree dated the 8th day of October, 1982 passed in Suit No. 110 of 1982 (Sukhdeo Saraogi - vs - Shanti Press & Ors.) and shall indemnify the First Party by a sepearte Deed against all claims or demands of the Decree passed in Suit No. 110 of 1982 (Sukhdeo Saraogi - vs - Shanti Press & Ors.).

7) It is Declared that since the Second Party has agreed to take over the Income-Tax and Sales-Tax and also amount due to Bengal Stationery Liabilities in respect of the said business carried under the name and style of Empire Calendar Manufacturing Co. and also to take over the liabilities of the Defrectal dues under the Decree passed on the 8th October, 1982 under Suit No. 110 of 1982 (Sukhdeo Saraogi - Vs - Shanti Press & Ors.), the First Party will be liberty to sell, pledge, transfer, assign his portion of share consisting of No. 97B and portion of No. 97A, Mukhtaram Babu Street, Calcutta-7, One Presses at No. 38, Jatpura, District : Etawah, U.P. and the premises at Gandhi Nagar, Bhartahana, District :



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District : Etawah : U.P. and to deal with the said properties in any way he likes.

8) It is declared that the parties have no claim against the other either in respect of the valuation of the properties or on account of Owalty Money or for costs.

AND WHEREAS the Parties have executed a Bond of Indemnity in favour of each other in terms of the said Agreement :

AND WHEREAS the Parties with their mutual consent divided the said properties into two lots being Lot-"A" and Lot- "B" and have valued each Lot- at Rs. 1,00,000.00 - (Rupees One Lakh) only :

AND WHEREAS the said First Party hath agreed to accept the properties mentioned and described in Lot- "B" in the Schedule-II hereunder in lieu of his half share of and in the said joint properties described in the said Schedule - I hereunder written :

AND WHEREAS the said Second Party hath agreed to accept the properties mentioned and described in Lot- "A" in Schedule-II in lieu of his half share of and in the said joint

joint properties mentioned and described in Schedule - I.

NOW THIS INDENTURE WITNESSETH That in considera-

By tion of the Premises and in Consideration of the mutual Conveyance
Conveyance the said First Party doth hereby grant, convey, transfer,
transfer, assigns and assure UNTO the said Second Party ALL THAT
the Land hereditaments and premises fully described in the
Schedule-II, Lot - "A" UNTO the said Second Party OR HOWSOEVER
OTHERWISE the said land hereditament and premises or any part
or portion thereof now are or is or at any time heretofore were or
was situate butted and bounded called known numbered described or
distinguished TOGETHER WITH ALL buildings, compounds, ditches
yards, areas, passages, drains sewers water, water-courses with
All rights in the Common Passage and wall AND ALL and every
manner of former or other rights, lights, liberties, privileges,
easements, profits appendages, appurtenances whatsoever to the
said land hereditament and premises or any part or portion
thereof belonging or in anywise appertaining or usually held or
enjoyed therewith or reputed to belong or belonging to or be
appartenant thereto TOGETHER WITH ALL Deeds and pottahs muniments
evidences of title writings other documents in any way
relating or concerning the same or any part or portion thereof
which now or at any time hereafter shall or may be in possession



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custody or power or control of the First Party or any other person or persons from whom he can or may procure without any action or suit.

AND ALL the Estate, right, title, interest claim and demand of the said First Party into and upon the said land hereditaments and premises hereby granted to the Second Party TO HAVE AND TO HOLD the said land hereditaments and premises hereby granted and transferred or expressed so to be UNTO and to the USE of the Second Party for ever to be held and enjoyed by him absolutely and in severalty with the First Party AND The said First Party doth hereby covenant with the said Second Party that he hath full power and absolute authority to grant and transfer the said land hereditaments and premises A N D the said land hereditaments and premises are absolutely free from all encumbrances to that the Second Party and all persons claiming under him shall peacefully and equitably possess and enjoy and realise the rents issues and profits thereof without and interruption claim and demand of the said First Party AND the said First Party shall and will at all times hereafter at the request and costs of the Second Party and all persons claiming under him shall and will do and execute or cause to be done or executed all such acts deeds matters writings for more perfectly assuring the said land hereditaments and premises as shall reasonably be required.

NOW ...9

NOW THIS INDENTURE ALSO WITNESETH that in consideration of the premisses and in consideration of the mutual Conveyance the said Second Party doth hereby grant convey transfer assign and assure UNTO the said First Party ALL THAT the said land hereditaments and promises fully described in the Schedule-II lot- "B" hereunder written in lieu of his undivided half part or shares of and in the land hereditaments and premises described in the Schedule-I hereunder written OR HOWSOEVER OTHERWISE the said land hereditaments and premises or any part or portion thereof now are or is or at any time heretofore were or was situate butted bounded called known numbered described or distinguished TOGETHER WITH ALL commons fences hedge ditches yards areas ways passages, draings, swers, water water-courses AND ALL and every manner of former or other rights lights, liberties, privileges, easements, profits, appendages, appurtenances whatsoever to the land hereditaments and premises belonging or in anywise appurtenant or usually held or enjoyed therewith or reputed to belong or be appurtenant thereto AND the rents issues profits AND ALL the estates, rights, title interest claim and demand of the said First party into and upon the said land hereditaments and premises and every part thereof ALL the Deeds pattahs muniments and evidences of title writing other documents in any way relating to or concerning the same



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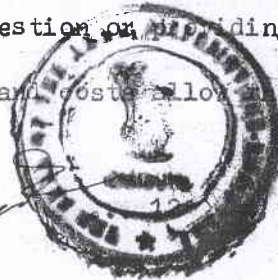
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or any part or portion thereof which now or at any time hereafter shall or may be in the possession custody power or control of the First Party or any other person or persons from whom he can or may procure the same without any suit or action TO WHOM AND TO HOLD the said land hereditaments and premises Together with structures and All Singular and other premises and All rights and appurtenances hereby transferred or expressed or intended so to the UNTO and to the USE of the Second Party for ever to be held or enjoyed by him absolutely and in severally with the First Party AND the said Second Party doth hereby covenant with the said First Party that the hath full power and absolute authority to grant convey and transfer in the said land hereditaments and premises AND the said premises absolutely free from all encumbrances AND THAT the said First Party shall and will henceforth hereafter possess and enjoy the same peacefully and equitably the said land hereditaments and premises and for ever realise the rents issues and profits thereof AND that the said Second Party shall and will at all times hereafter at the request and costs of the First Party or any person or persons claiming under him or from him do and execute and cause to be done or executed and registered All such acts deeds matters and things as shall or may be reasonably required PROVIDED ALWAYS IT IS HEREBY AGREED AND DECLARED that the passage leading from Muktaran Babu Street upto the end of portion of the premises No.

No. 97A, Mukhtaram Babu Street, allotted to Second Party and bordered ' Grant ' in the Map or Plan annexed hereto shall remain common to both the parties for the purpose of egress and ingress to and from their respective allotments THE PARTIES shall be at liberty to lay drain water connection and Electric connection through the said common passage the parties hereto shall not hereafter claim any easement for air light through any window opening or appurtenances PROVIDED IT IS HEREBY AGREED AND DECLARED that the Parties hereto shall Exchange possession of their respective allotments forthwith the execution and registration of these presents PROVIDED ALWAYS IT IS HEREBY AGREED AND DECLARED that the previous Original Title Deeds shall remain with the Second Party and the present Original Deed of Partion shall remain with the First Party AND BOTH the parties covenant with each other that unless provented by fire or other unavoidable accident from time to time, at all times and hereafter at evvery reasonable request and costs of the other party produce or cause to be produced the said Original Conveyance dated the 7th day of October 1959 to the First Party and the said First Party shall produce or cause to be produced the Original Deed of Partition at any trial, Commission or examination or otherwise as the occasion shall or may arise for the purpose of showing manifestation or providing the title of the other and shall like request and costs allow the

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the copies to be taken and shall in the meantime keep the said documents, unchanged, unaltered and unobliterated.

AND IT IS HEREBY AND DECLARED that the business of Off-set printing business under the name and style of Calcutta Press absolutely belong to Second Party And that the business of Shanti Press shall belong to the First Party. Each of them shall be liable for all liabilities of each of the business allotted to each of them.

THE SCHEDULE (I ' ABOVE REFERRED TO :

P A R T - I :

(a) ALL THAT 17 (Seventeen) Cottahs more or less partly vacant land Together With partly two and partly three storeyed ~~Brick-Built~~ two Buildings and one two storayed brick-built building and tiled huts with pucca wall situate lying at being Premises Nos. 93, 95 ^{and 97 B} and 97A, ~~Muktaram~~ Mukhtaram Babu Street, Calcutta - 7 in Sutanutty North Division butted and bounded in the manner following : -

On the North : By 13, Parbati Ghose Lane, Calcutta -7 ;

on the South : By common Passage of Premises No. 89 and 91, Mukhtaram Babu Street, Calcutta ;

On the East : Partly by Private Common Passage and partly by Nos.67,69 and partly by No.71 Mukhtaram Babu Street Together with the right of the Common Passage leading from Mukhtaram Babu Street upto the above premises ; and

On the West: By 77 and 69, Mukhtaram Babu Street being open Land.

(b) 38, Jatpura, Etawah, Uttar Pradesh.

(c) Premises at Gandhinagar Tahshil Barhain Town Etawah, Dist. in the State of U. P.

SCHEDULE - ' II ' :

LOT - " A "

ALL THAT Two Stored Brick-built dwelling house and tiled hut with brick wall Together With land measuring 8 (Eight) Cottah 11 (Eleven) Chittacks and 32 (Thirty-Two) Square feet more or less situate lying at and being premises Nos. 93, 95 and part of No. 97A, Muktaram Babu Street, Calcutta, butted and bounded as follows : -

On the North : By divided portion of No. 97A, Muktaram Babu Street ;

On the South : By 91, Muktaram Babu Street ;

On the East : By Common Passage beyond that Premises No. 97B, Muktaram Babu Street ; and

On the West : By Premises No. 77, Muktaram Babu Street.

SCHEDULE - II

LOT - " B " :

- a) ALL THAT the Partly One storeyed and partly Asbestos roofed Two storied Together With 8 (Eight) Cottahs 12(Twelve) Chittacks and 38 (Thirty Eight) Square feet of land more or less situate lying at being premises No. 97B, and Part of No. 97A, Muktaram Babu Street, Calcutta, butted and bounded as under : -

On the North : By Premises No. 10, Parbati Ghose Lane ;

On the South : By Premises No. 177A, Chittaranjan Avenue ;



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Calcutta

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[Signature]

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On the East : By Premises No. 181, Chittaranjan Avenue ;

and
On the West : By Common Passage beyond that -

Together With the right of egress and ingress to and the
Common Passage leading from Muktaram Babu Street upto the
wall dividing premises No. 97A, into two portions I shall
belong to Lot - " A ".

(b) ALL THAT Two Storeyed Brick-built Dwelling house
Together With 2½ cottahs of land situate at Etawah, in the
District of Etawah, in the State of U.P. Sub-Registry -
Etawah and Police Station - Etawah butted and bounded

(c) Premises at Gandhinagar Barthani Etawah, U.P.

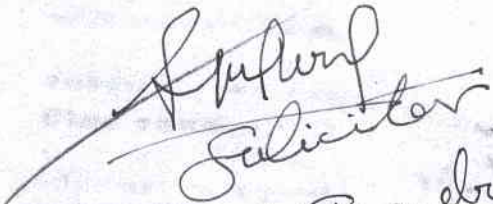
(d) Tenancy right of Empire Calendar Manufacturing Co. in
respect of One room in Premises No. 145, Cotton Street,
Calcutta - 70000 7.

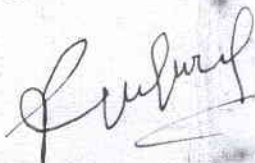
IN WITNESS WHEREOF the Parties hereto hath hereunto
hereunto set set and subscribed their respective respective hands and seals
the day month and year first above written,

SIGNED SEALED AND DELIVERED
at Calcutta, in the presence
of :


Balak Ram Shukla


Sunderji Dayal Shukla


Suresh Chandra Shukla
Kamal Kishore Shukla


Sunderji

DATED THIS 30th DAY OF January 1985

BETWEEN

BALAK RAM SHUKLA

AND

SARJU DAYAL SHUKLA

DEED OF PARTITION

SOLICITOR - ADVOCATE

10, OLD POST OFFICE STREET

CALCUTTA 700 001.



Registrar of Assurances
Calcutta

30/1/85



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