

Bank No 1 Deed No: 10874 D.R. A. W. Pore. 23.7.90 Partition 10RS.



Value under Article:
 P (1) (ii) --- 50
 P (2) --- 18-30
 Q (a) --- 10
 Q (b) --- 5
 Stamp --- 5
 P. Fees in C.F.S. --- 34
 No. of C. P. P. ---

10874 16206
 Stamp of 2000/- 100/-
 57 407 - 19/90

Record Keeper,
 Calcutta Sudra. Regu. Office
 16-7-1990

THIS DEED OF PARTITION made this 23rd day of July

One thousand nine hundred and ninety BETWEEN (1) SMT. SHANTILATA BOSE, (2) SRI ASIT KUMAR BOSE, No-1 is the wife and No-2 is the son of Late Kalyan Kumar Bose, No-1 house-wife by occupation, No-2 business-man by occupation, both by Caste Hindu, both residing at Premises No-61/C, Kali-ghat Road, P.O. Bhowanipore, Calcutta-700 026, hereinafter jointly referred to as the Party of the FIRST PART (which term or expression shall unless excluded by or repugnant to the context mean and include their respective heirs, executors, administrators, legal representatives and assigns) AND SRI KIRAN KUMAR BOSE son of late Rabindra Nath Bose,

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 A 814-
 H 22-
 or wife) 4-
 846

Sd/- N. Banerji

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23-7-90

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Sanjivani Bose

(Sri) Kumar Bose

(Sri) Kishan Kumar Bose

Samiran Kumar Bose

Sudhama Raha, Sipin Kumar Bose

Anoke Kumar Bose

Subrata Bose

Sri Kishan Kumar Bose

61/C, Kalighat Road

Burhanpur

Calcutta-700 026

Sd Subrata Bose

Sri Sri Kishan Kumar Bose - 2 -

61/C, Kalighat Road

Calcutta - 700 026

profession - Burhanpur

by faith Hindu, by occupation retired, residing at 61/C,

Kalighat Road, P.S. Bhowanipore, Calcutta-700 026, hereinafter

referred to as the Party of the SECOND PART (which term or

expression shall unless excluded by or repugnant to the con-

text mean and include his heirs, executors, administrators,

legal representatives and assigns) AND SRI SAMIRAN KUMAR

BOSE son of late Rabindra Nath Bose, by faith Hindu, by occu-

pation retired, residing at 61/C, Kalighat Road, P.S. Bhowanipore,

Calcutta-700 026, hereinafter referred to as the Party of the

THIRD PART (which term or expression shall unless excluded

by or repugnant to the context mean and include his heirs,

executors, administrators, legal representatives and assigns)

23-7-96

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AND (1) SRIMATI SHADHONA RAHA, (2) SRI SISIR KUMAR BOSE, (3) SRI ASOKE KUMAR BOSE No.1 is the wife of Sri Prafulla Kumar Raha, by occupation House-wife, No.2 and No.3 are the sons of late Rabindra Nath Bose, No.2 retired by occupation, No.3 Professor by occupation, all by Caste Hindu and residing at 61/C, Kalighat Road, P. S. Bhowanipore, Calcutta-700 026, hereinafter jointly referred to as the party of the FOURTH PART (which term or expression shall unless excluded by or repugnant to the context mean and include their respective heirs, executors, administrators, legal representatives and assigns);

WHEREAS the predecessor-in-interest of the parties of the First Part, Second Part, Third Part & Fourth Part

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viz. Rabindra Nath Bose, since deceased, hailed from Taki under Basirhat sub-Division of the then 24-Parganas and during his tenure of working life, with a view to settling at Calcutta, purchased two plots of land, one being at 61, Kalighat Road, within the limits of the then Calcutta Corporation under P.S. Bhowanipore presently known as 61/C, Kalighat Road, within the limits of the Calcutta Municipal Corporation, measuring 3 (three) Cottahs 3 (three) Chhitaks and 21 (twenty-one) Sq. ft. by a registered Deed of conveyance, registered at the office of the Sader Sub-Registrar at Alipore and recorded in Book No. I, Vol. No. 26, from Page 127 to 131, Being No. 988 for the year 1926 and the other plot of land being at 8C, Russa Road within the limits of the then Calcutta Corporation presently known as 62, Shyama Prasad Mukherjee Road, Calcutta-700 026, under P.S.

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Bhowanipore, measuring 4 Cottahs 6 Chittaks by a registered Deed of Conveyance, registered at the Office of the District Registrar at Alipore and recorded in Book No-1, Volume No-20, from pages 262 to 273, Being No-3141 for the year 1937.

A N D WHEREAS Rabindra Nath Bose, since deceased, got a partly 3 storied building Plan sanctioned from Calcutta Corporation on Premises No-61C, Kalighat Road, the date of sanction being 12th-April, 1927 and constructed brick built building with all amenities therein in phase by phase as per Plan herein before mentioned and started living with his family members in the said premises.

A N D WHEREAS subsequently in the year 1959 Corporation of Calcutta acquired 2 Chhitaks 9 Sq-ft-land, being the

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portion of Premises No-61C, Kalighat Road, Calcutta- 700 026, and 3 Chhitaks 15 Sq-ft-land as private passage in front of the Premises totalling 5 Chhitaks and 24 Sq-ft. land out of 3 Cottahs 3 Chhitaks and 21 Sq-ft. land of Premises No-61C, Kalighat Road, P. S. Bhowanipore, after payment of compensation for alignment of 30-ft. projected public street vide Calcutta Corporation Letter No-Ch $\frac{V}{5}$ 3194 dated 14.1.1959 and Ch $\frac{V}{5}$ 1320 dated 19.8.1959.

A N D WHEREAS Rabindra Nath Bose, since deceased, leased out the land at 8C, Ruessa Road at present 62, Shyama Prasad Mukherjee Road, by a registered Deed of Lease dated 18th. June, 1948 to one Sri Sushil Ranjan Biswas for a term of 20 years begining from 1st. day of July, 1948 ending with the expiry of last date of June, 1968 and the Lessee Sri S. R. Biswas for having transferred his right, title and interest in respect of the land to one Sri Roshanlal Khettry in July, 1948. Rabindra Nath Bose, since deceased, subsequently accepted Sri R. L. Khettry as the Lessee on the same terms and conditions.

A N D WHEREAS thereafter on 22.8.1952 on the demise of Sri Roshanlal Khettry, his legal heirs were accepted as lessees by the lessor Rabindra Nath Bose, since deceased, on the same terms and conditions of the aforesaid lease.

A N D WHEREAS on the expiry of the said lease on 1.7.68 aforesaid Rabindra Nath Bose, since deceased, sent notice to the legal heirs of deceased R. L. Khettry, who were recorded as lessees at the time, calling upon them to quit, vacate and deliver up to him khas possession of the demised land on and

from 1-7-68 and as the lessees failed to comply with the said notice the aforesaid Rabindra Nath Bose, since deceased, instituted a suit for ejectment and recovery of possession against the lessees in the Court of the 4th-Munsif at Alipore which was recorded as Title Suit No-279 of 1968 and the said suit was subsequently transferred to the Court of the 2nd-Additional Munsif at Alipore and numbered as Title Suit No-177 of 1969.

A N D W H E R E A S during the pendency of the said suit the aforesaid Rabindra Nath Bose died on 22-7-1980, his wife having predeceased him, leaving behind him surviving his five sons and one daughter who was since given in marriage, as his heirs and legal representatives, namely; (1) Kalyan Kumar Bose, since deceased, who is the husband of Party No-1 of the First Part and father of the Party No-2 of the First party, (2) Sri Kiran Kumar Bose the Party of the Second Part, (3) Sri Semiran Kumar Bose, the Party of the Third Part and (4) Smt. Sedhona Raha wife of Mr. Prafulla Kumar Raha, (5) Sri Sisir Kumar Bose, (6) Sri Asoke Kumar Bose, who are the parties of the Fourth Part.

A N D W H E R E A S the aforesaid sons and daughter of deceased Rabindra Nath Bose, was substituted in the said suit as plaintiffs and their names were mutated in the records of the Calcutta Municipal Corporation in respect of both the premises No-61C, Kalighat Road, Calcutta-26 and 62, Shyama Prasad Mukherjee Road, Calcutta-36 in place of deceased --

Rabindra Nath Bose, as his heirs and legal representatives and the suit decreed on 13.5.1983 in favour of the legal heirs of deceased Rabindra Nath Bose, who were Plaintiffs and they proceeded with the execution case to put the decree in execution and while the execution case being No.T.Ex.No-11 of 1983 of the Court of the End-Additional Munsif at Alipore was pending, Kalyan Kumar Bose, son of late Rabindra Nath Bose, who was one of the decree-holder died on 13.9.83 leaving behind him surviving An-Santi Lata Bose the widow and Party No-1 of the First Part and Sri Ashit Kumar Bose, son, who is the Party No-2 of the First part hereof as his heirs and legal representatives.

A N D W H E R E A S thereafter all the parties of the First Part, Second Part, Third Part and Fourth Part as Decree-holder got khas possession of the suit land, i-e the land at 62, Shyama Prasad Mukherjee Road, delivered by the Court in execution of the decree in T.Ex-Case No-11 of 1983 of the Court of the End-Additional Munsif at Alipore.

A N D W H E R E A S all the parties of the First Part, Second Part, Third Part and Fourth Part paid Estate Duty in respect of the estate of deceased, Rabindra Nath Bose, comprising immovable house property at 61C, Kalighat Road, Calcutta-700 026, 62, Shyama Prasad Mukherjee Road, Calcutta-26 as per assessment order of Assistant Controller of Estate Duty being order No- EDC/B-4117/G dated 13.6.1983 and mutated their names in the records of the Calcutta Municipal Corporation in respect of Premises No-62, Shyama Prasad Mukherjee Road, Calcutta-26.

A N D WHEREAS the parties of the First, Second, Third and Fourth part are in joint possession of the Premises No-61C, Kalighat Road, Calcutta-36 and the vacant land at 62, S.P. Mukherjee Road, Calcutta-700 026 more particularly mentioned and described in the Schedule 'A' hereunder written and all the parties of the 1st., 2nd., 3rd., and 4th-part have been jointly living at Premises No-61C, Kalighat Road, Calcutta-700 026 with their respective family members experiencing great difficulties in joint possession of the aforesaid premises.

A N D WHEREAS the Parties of the First, Second, Third and Fourth part for more convenient and exclusive possession and better use, occupation and enjoyment of the said properties, have decided and agreed amicably to effect partition of the property set out in Schedule 'A' by metes and bounds in the following terms and conditions and in the manner hereinafter appearing viz: that the parties of the First part shall accept the properties described in the Schedule 'B' hereunder written and depicted in the Lot-'A' in the annexed Map or Plan and bounded by Red border, that the Party of the Second Part shall accept the properties described in the Schedule 'C' hereunder written and depicted in the Lot-'B' in the annexed Map or Plan and bounded by Yellow border, that the Party of the Third Part shall accept the properties described in the Schedule 'D' hereunder written and depicted in Lot-'C' in the annexed Map or Plan and bounded by Green border and the Parties of the Fourth part shall accept the properties described in the Schedule 'E' hereunder written and depicted in Lot-'E' in the Annexed Map or Plan and bounded by Violet border as their respective shares.

in the joint estate and the said properties were surveyed and valued by a competent Surveyor and on the basis of the report of the said Surveyor, the value of the properties in the Schedule 'A', Schedule 'B' and Schedule 'C', Schedule 'D' and Schedule 'E' are Rs-2,15,000/-, Rs-25,000/-, Rs-25,000/-, Rs-25,000/- and Rs-1,40,000/- respectively.

NOW THIS INDENTURE WITNESSETH as follows:-

- (1) That in pursuance of the said Agreement and in consideration of the absolute ownership acquired by the parties in respect of the allotments hereunder made by virtue of mutual transfers and releases hereunder effected, the said parties of the 2nd part, Third part and Fourth part do hereby and hereunder grant, convey, transfer, assure, assign, confirm, release and make over possession unto the parties of the 1st part ALL THAT the properties set forth in the Schedule 'B' hereunder written and depicted in lot-'A' in the annexed Map or Plan and bounded by 'Red' border together with all areas, sewers, drains, water, water courses, lights, liberties, easements, appendages and appurtenances whatsoever so as to constitute the parties of the 1st part the sole and absolute owner of the property comprised in the said Schedule 'B' and depicted in lot-'A' freed and discharged from all rights in common and all claims, demands whatsoever of the parties of the

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Second Part, Third Part and Fourth part concerning the same and TO HAVE AND TO HOLD the same absolutely and forever in fee simple in severalty as against the parties of the 2nd., 3rd. and Fourth part and that the parties of the First part shall be at liberty to use and enjoy the property as mentioned in schedule 'B' hereunder written and depicted in Lot-'A' in the annexed map or Plan and bounded by 'Red' border and to make and alter construction according to the Plan sanctioned by the Calcutta Municipal Corporation and shall be able to enjoy the same freely and uninterruptedly in exclusion of the parties of the 2nd., 3rd., and 4th. part and that the parties of the Second, Third and Fourth part shall have no claim in 'B' schedule property depicted in Lot-'A' in annexed Map or Plan by 'Red' colour.

(2) That in pursuance of the said agreement and in consideration of the absolute ownership acquired by the parties in respect of the allotments hereunder made by virtue of mutual transfers and releases hereunder affected, the said parties of the first part, third part and Fourth part, do hereby and hereunder grant, convey, transfer, assure, assign, confirm release and make over possession unto the parties of the second Part all that the properties set forth in the Schedule 'C' hereunder written and depicted in Lot-'B' in the annexed Map or Plan and bounded by 'Yellow' border together with all areas, sewers, drains, water, water-courses, lights and liberties.

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ements, appendages and appurtenances whatsoever so as to constitute the parties of the 2nd part the sole and absolute owner of the property comprised in the said Schedule 'C' and depicted in Lot -'B' freed and discharged from all rights in common and all claims, demands, whatsoever of the parties of the First part, Third and Fourth part concerning the same and to have and to hold the same absolutely and forever in fee simple in severally as against the parties of the First, Third and Fourth part AND THAT the parties of the Second part shall be at liberty to use and enjoy the property as mentioned in Schedule 'C' hereunder written and depicted in Lot-'B' in the annexed Map or Plan and bounded by *yellow* border and to make and alter construction according to the Plan sanctioned by the Calcutta Municipal Corporation and shall be able to enjoy the same freely and uninterruptedly in exclusion of the parties of the First, Third and Fourth part AND THAT the parties of the First, Third and Fourth part shall have no claim in 'C' Schedule property depicted in Lot-'B' in the annexed Map or Plan by *yellow* colour.

- (3) That in pursuance of the said Agreement and in consideration of the absolute ownership acquired by the parties in respect of the allotments hereunder made by virtue of mutual transfers and releases hereunder effected the said parties of the First Part, Second

part and Fourth part do hereby and hereunder grant, convey, transfer, assure, assign, confirm, release and make over possession unto the party of the Third part ALL THAT the properties set fourth in the Schedule 'D' hereunder written and depicted in Lot- 'C' in the annexed Map or Plan and bounded by 'Green'-- border together with all areas, sewers, drains, water, water courses, lights, liberties, easements, appendages, and appurtenances whatsoever so as to constitute the party of the Third part, the sole and absolute owner of the property comprised in the said Schedule 'D' and depicted in Lot-'C' freed and discharged from all rights in common and all claims, demands, whatsoever of the parties of the First, Second and Fourth part concerning the same and TO HAVE AND TO HOLD the same -- absolutely and forever in fee simple in severalty as against the parties of the First, Second and Fourth part AND THAT the party of the Third Part shall be at liberty to use and enjoy the property as mentioned in the Schedule 'D' hereunder written and depicted in Lot-'C' in the annexed Plan or Map bounded by 'Green' border and to make and alter construction according to the sanctioned Plan shall be able to enjoy the same freely and uninterruptedly in exclusion of the parties of the First, Second and Fourth part.

AND THAT the Parties of the First, Second & Fourth part shall have no claim in 'D' Schedule property depicted in Lot-'C' in the annexed Map or Plan by -- 'Green' border.

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(4) That in pursuance of the said agreement and in consideration of the absolute ownership acquired by the parties in respect of the allotments hereunder made by virtue of mutual transfers and releases, hereunder effected, the said parties of the First part, Second part and Third Part, do hereby and hereunder grant, convey, transfer, assure, assign, confirm, release and make over possession unto the parties of the Fourth Part ALL THAT the properties set-forth in the Schedule 'E' hereunder written and depicted in Lot- 'E' in the annexed Map or Plan and bounded by 'Violet' border together with all areas, sewers, drains, water, water courses, lights, liberties, easements, appurtenances and appurtenances whatsoever so as to constitute the parties of the Fourth Part the sole and absolute owner of the property comprised in the said Schedule 'E' and depicted in Lot- 'E' freed and discharged from all rights in common and all claims, demands whatsoever of the parties of the First, Second, & Third Part concerning the same TO HAVE AND TO HOLD the same absolutely and forever in fee simple in severalty as against the Parties of the First, Second and Third part.

AND THAT the Parties of the Fourth Part henceforth shall have right to use and enjoy the 1/3rd share each of the property described in the Schedule 'E' hereunder written and depicted in Lot- 'E' in the annexed Map or Plan and bounded by 'Violet' border and shall be at liberty to make construction of --

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building according to the Plan sanctioned by the Calcutta Municipal Corporation and shall be able to enjoy the same freely and uninterruptedly in exclusion of the parties of the First, Second and Third part AND THAT the Parties of the First, Second and Third part shall have no Claim in 'E' Schedule -- property depicted in lot-'E' in annexed Map or Plan by 'Violet' border.

AND THIS INDEMNURE FURTHER MORE WITNESSETH as follows:-

- (a) That the Party of the Second Part shall have the custody and possession of the original title deed and all the documents of title and papers relating to the property and Premises No-610, Kaighat Road, Calcutta-26, P.S.-Bhowanipore and will, at the request and costs of either the parties of the First Part or the Parties of the 3rd part or Fourth part, their respective heirs, successors or assigns, produce or cause to be produced all or any of them for inspection or as evidence on their behalf at all trial, examination or commission or otherwise as may be required by him or them and unless prevented by fire and/or other inevitable accident keep them safe, unobliterated and uncancelled.
- (b) That the party no. of the Fourth part shall have the custody and possession of the original title deed of the land at 62, S.P. Mukherjee Road, Calcutta-26, P.S.-Bhowanipore and all the documents of title and

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papers of disposed case in respect of the said premises as described and mentioned in Schedule "E" and depicted in lot-"E" and will at the request and costs of the remaining parties of the Fourth part, their respective heirs, successors or assigns produce or cause to be produced all or any of them for inspection or as evidence on their behalf at all trials, examination or commission or otherwise as may be required by him or them and unless prevented by fire and/or other inevitable accident keep them safe, unobliterated and uncanceled.

(c) That the Party No. of the Fourth Part shall have the custody and possession of the original of these presents together with the Maps annexed thereto and will at the request and costs of the either the remaining parties of the Fourth part or the parties of the First part or Second Part or Third Part, their respective heirs, successors or assigns produce or cause to be produced all or any of them for inspection or as evidence on their behalf at all trials, examination or commission or otherwise as may be required by him or them and unless prevented by fire or any other inevitable accident keep them safe, unobliterated and uncanceled.

(d) That the properties set forth in the Schedule "A", "B", "C", "D", and "E" hereto annexed are free from all encumbrances.

- (d) That the parties 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.
- (e) Each party of all the parts shall, at the request and costs of the other parties, do execute and perform or cause to be done, executed and performed all and every such acts, deeds and things or writings whatsoever as may be required for further better and more perfectly assuring the allotments hereunder made or for rectification of any error or omission.
- (g) That none of the parties of the First part, Second Part and Third Part shall be entitled to sell or otherwise transfer his allotment to a stranger unless he has first offered the same to the other parties of the remaining two parts by a prior notice of one month under registered post and in cases only when they or each one of them have or has refused to take the same at the best available market price.
- (h) That none of the parties of the Fourth part shall be entitled to sell or otherwise transfer his allotment a stranger unless she has first offered the same to the other parties of the Fourth by a prior notice of one month under Registered post and in case only when they or each one of them have or has refused to take the same at the best available market price.
- (i) The partition shall not be re-opened nor challenged

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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 omissions.

(J) THE PARTIES WHICH SHALL REMAIN COMMON BETWEEN THE PARTIES ARE as follows:-

i) The existing stair case, from ground floor to Second floor including the Ground floor landing and First-floor landing which is situated on the eastern side of the 3-storied building being premises No. 61C, Kalighat Road, Calcutta-26, shall remain common in between the parties of the First, Second and Third part for free ingress and egress of the parties of the First, Second and Third part and their respective family members and relations.

ii) The Ground floor Court-yard along with the existing tube-well situated at the Court-yard and its adjacent 4-ft-wide veranda, portion of 4-ft-wide passage on the Eastern side of the building on the Ground floor excluding the portion of the Party of the First Part as depicted in Lot-A, entire 4-ft-wide passage on the Western side of the building on the Western side of the building on the ground floor and entire 10-ft-open space in the rear portion of the building at the premises at 61C, Kalighat Road, Calcutta-26 shall remain common in between the parties of the First, Second and Third part of their use.

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iii) The main gate situated on the South-east corner of Premises No. 61C, Kalighat Road as shown in the annexed Map or Plan shall be used jointly by the parties of the First and Third part for free ingress and egress and each of the parties of the First and Third part shall keep one key of the padlock to be fitted in the said gate.

iv) A triangular space on the Second floor connecting the stair and the open space on the Southern side as depicted in the annexed Map or Plan shall remain common in between the parties of the First, Second and Third part to use it as a connecting corridor to enter into the open space from the stair.

(K) (i) The Party of the Second part and Third part shall allow and give consent to the parties of the First part to sink a tube-well on the 10-ft-wide open space on the rear portion of the building at 61C, Kalighat Road and to construct water tank on the roof of the Second floor so that water can be carried over to the tank through pipe lines with the help of the pump installed by the party of the First part at his own cost.

ii) The party of the Third part shall allow and give consent to the Party of the Second part to construct a rain shed (18-ft x 7-ft) on wall of bed room of the 2nd part on the Northern side over the open terrace on the Second floor as shown and depicted in the annexed Map or Plan as "proposed rain shed".

iii) The party of the first part will construct a rain shed over the open terrace on the Second floor on the Southern side of the premises as shown and depicted in the annexed Map or Plan as 'proposed rain shed'.

iv) The party of the Third part will construct a rain shed over the open terrace, measuring approximately 7' x 7' adjacent to the 4'-ft-wide verandah on the Western side of the building on the First floor as shown and depicted in the Annexed Map or Plan as 'proposed rain shed'.

(L) The main filter water line of the Calcutta Municipal Corporation will be divided into three equal branch lines for separate use of the parties of the First, second and third part.

(M) The Municipal Tax of Premises No-61C, Kalighat Road, Calcutta-26, shall be divided in three equal proportions in between the parties of the First, Second and Third part and each of the three parties shall have liberty to obtain separate electric meter from Calcutta Electric Supply Corpn. but until separate meters are obtained, each of the three parties shall consume electricity from the existing meter and pay 1/3rd. share of the electric bill.

(N) All charges and expenses regarding maintenance and repairing of the premises No-61C, Kalighat Road, including

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sewerage line and Corporation filtered water line and the existing tube-well situated in the Court-yard shall be paid and borne by each of the parties of the first, second and third part in 1/3rd share.

- (0) 1) The open terrace as depicted in the annexed Map or Plan by Blue border on the southern side of Premises No.61C, Kalighat Road on the Second floor shall remain in possession of the party of the First part with the liability of its maintenance but the parties of the second and third part shall have right to easements over the said open terrace.
- ii) The open terrace as depicted in the annexed Map or Plan by Blue border on the Northern side of Premises No.61C, Kalighat Road, on the second floor shall remain in possession of the party of the third Part with liability of its maintenance but the parties of the First and Second Part shall have right of easements over the said open terrace.
- iii) The entire roof top of the building at 61C, Kalighat Road, shall remain in possession of the party of the Second part with liability of its maintenance but the parties of the First and Third part shall have right of easements over the roof top of the building.
- iv) The open terrace measuring approximately 7'x7' adjacent to the 4-ft-wide verandah on the Western side of the building on the First floor being premises No.61C, Kalighat Road, shall remain in possession of

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the party of the Third part with liability of its maintenances but the parties of the First and Second part shall have right of easements over the said open terrace.

(V) The parties holding the easement rights in all the above written four cases will repair the open terraces or the entire roof top of the building as the case may be at their own cost if they intentionally damage the same. It is application to whole of Lot 'D' as shown in annexed Map or Plan and bordered therein with 'Blue' Colour.

(P) Each party of the First, Second and Third part shall have right of addition, alteration and renovation in their respective allotments.

(Q) Any further construction in areas or spaces as mentioned in Clause 'N' can be made only when the three parties of the First, Second and Third Part are mutually agreed and have reached in a consensus.

SCHEDULE - "A"

(Description of the Entire Property valued at Rs. 2,15,000/-)

ALL THAT piece and parcel of land hereditaments and premises measuring about 2 Cottahs 14 Chhitaks of land be the same a little more or less and partly 3 (three) storied brick built building standing thereon being the then Municipal Premises No.

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144, then 61, Kalighat Road, presently 61C, Kalighat Road, Calcutta-26, P.S. Bhowanipore, within the jurisdiction of Calcutta Municipal Corporation under District Collectorate 24-Parganas, Mouza Kalighat, Village Patuapara-VI Division E, Sub-Divn. Sub-Registry Alipore as shown in the annexed Map or Plan and bordered therein with 'Red' Colour.

AND ALL THAT piece and parcel of land, hereditaments and premises measuring about 4 Cottahs 6 Chhitaks of land be the same a little more or less being the then Calcutta Corporation Premises No-8, Russa Road, South, then 8A, 8B, Russa Road, then 8C, Russa Road, Presently 62, S.P. Mukherji Road, within Calcutta Municipal Corporation, P.S. Bhowanipore, Sub-Registry Alipore under District Collectorate Touzi No-2233 formerly 1298 within the holding No-255 under Division VI Sub-Division 'E' of Dihl Panchannagram, District 24-Parganas.

SCHEDULE - "B"

ALL THAT one room on the Northern side of the building on the Ground floor (11' x 9'6") and 4'-ft-wide covered passage adjacent to the Ground floor room together with entire space beneath the stair-case on the ground floor and one East facing water closet on ground floor and one Asbestos covered bath room on ground floor (4'6" x 4'2") and one Asbestos covered kitchen on Ground floor (7'7" x 7'-0") and portion of 4'-ft-wide passage on the Eastern side of the building on the ground floor and one bed room on the Southern side of the building on the First floor (12'6" x 10'6") and one bed room on the Southern side of the building on First floor adjacent to the previous bed room

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(13'6" x 13'6") and one store room adjacent to the bed room on the First floor (6'x6') and 4-ft-wide Verandah in front of the two bed rooms on the Southern side of the building on First floor with a toilet of 5'6" x 4' at the extreme Western side on it of Premises No.61/C, Kalighat Road, Calcutta-26, as shown in the annexed Map or Plan under lot-'A' and bordered therein with 'Red' Colour.

SCHEDULE - "C"

ALL THAT one Drawing room on the Southern side of the building on ground floor (11'6" x 10') and one grilled cover verandah adjacent to the drawing room on ground floor fitted with grille gate and one bed room on the Northern side of the building on Ground floor (13'x 9'6") and one north facing water closet adjacent to the bed room on the ground floor (4'x 4') and one kitchen on the Northern side on the ground floor adjacent to the bed room (7'x4') and one asbestos covered bath room on Ground floor (4'6" x 4'2") and one east facing bed room on the Northern side of the building on second floor (15'x10'4") and one living room on the Southern side of the building on Second floor (11'x8') and one asbestos covered Verandah (4'ft)wide in front of the bed room on the Northern side of the building on Second floor and entire space above the stair-case on Second floor (—————) and covered passage in front of the living room on the Southern side of the building on Second floor and joint asbestos covered bath room and water closet on the Northern side of the building on Second floor and 4-ft-wide passage upto the asbestos covered bath room and water closet of premises No.61/C, Kalighat Road, Calcutta-26, as shown in the

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annexed map or plan under Lot-'B' and bordered therein with 'Yellow' Colour.

SCHEDULE - "D"

ALL THAT one bed room on the Southern side of the building on ground floor (12' x 11'6") and one store room on ground floor (6' x 6') and one kitchen adjacent to the store room on the Northern side of the building on Ground floor (7' x 7') and one South facing water closet on ground floor and one Asbestos covered bath room on the ground floor (4'6" x 4'2") and one east facing bed room on the Northern side of the building on first floor (13' x 9'6") and one East facing bed room on the Northern side of the building on first floor (15' x 9'6") adjacent to the previous one and joint bath room and water closet on the Northern side of the building on first floor and 4-ft-wide Verandah in front of the two bed rooms upto the bath-room and water closet on first floor of Premises No-61/C, Kalighat Road, Calcutta-26, as shown in the annexed Map or Plan under Lot-"C" and bordered therein with 'Green' Colour.

SCHEDULE - "E"

ALL THAT piece and parcel of land, hereditament and premises measuring about 4 Cottahs 6 Chhitaks of land be the same a little more or less being the then Calcutta Corporation Premises No-8, Russa Road South, then 8A, 8B, Russa Road, then 8C, Russa Road, presently 62, S.P. Mukherji Road, within Calcutta Municipal Corporation, P.S. Bhowanipore, Sub-Registry Office, Alipore, under

-contd-

District Collectorate Touzi No. 2833, formerly 1298 within the Holding No. 255 under Divn-VI, Sub-Division 'E' of Dihl Panchnama gram, District 24-Parganas as shown in annexed Map or Plan and bordered therein with Green Colour including all rights of easements and appurtenances attached thereto.

IN WITNESS WHEREOF the parties herein put their respective hands and seals and subscribe on the day month and year first above written.

SIGNED SEATED AND DELIVERED
in presence of Witnesses:

1) *[Handwritten signature]*
2) *[Handwritten signature]*
sd Haradhan Hazra *[Seal]*
63 B Kalighat Road. Calcutta-26

(1) Shantilata Bose

(2) Son Amit Kumar Bose
(Signature of the 1st. Part)

(3) Kiran Kumar Bose
(Signature of the 2nd. Part)

(4) Samiran Kumar Bose
(Signature of the 3rd. Part)

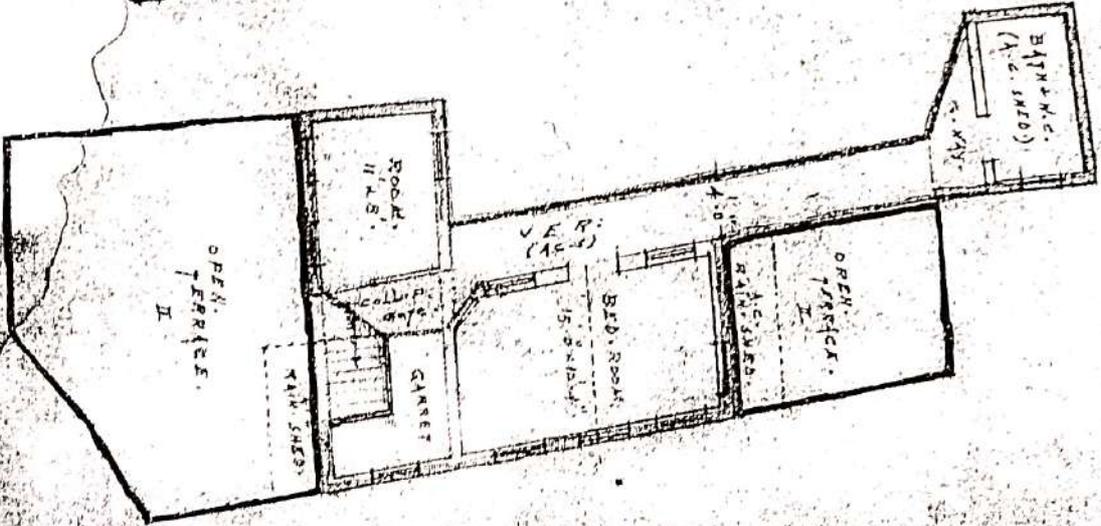
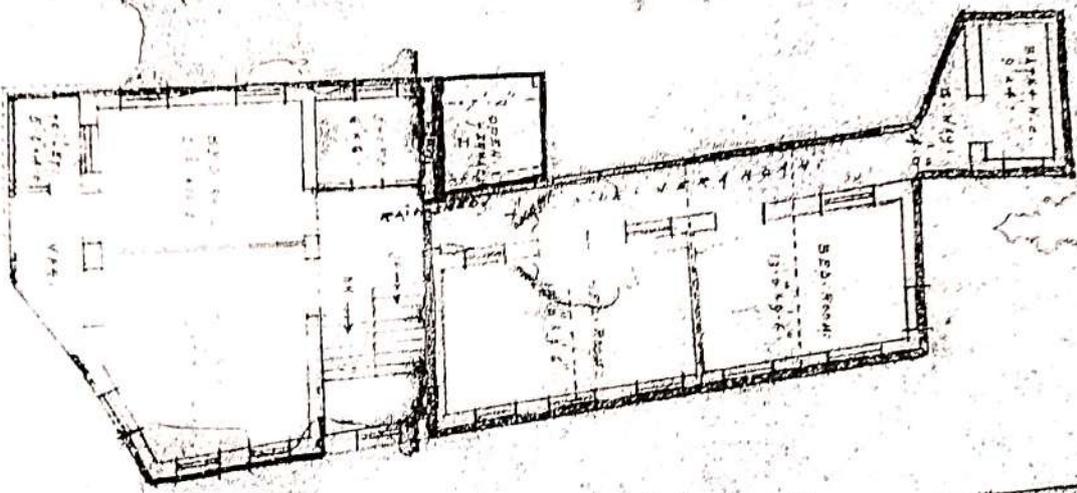
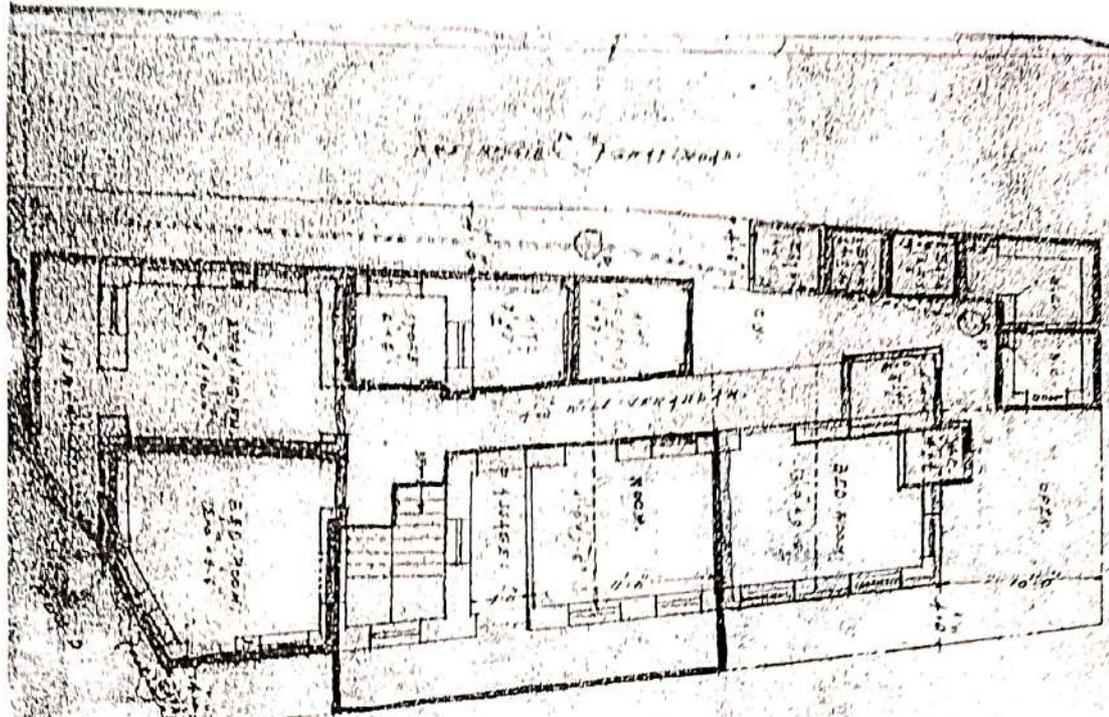
(5) Sadhana Raha
(Signature of the 4th. Part)

(6) Sisir Kumar Bose
(Signature of the 4th. Part)

(7) Aradhya Kumar Bose
(Signature of the 4th. Part)

Drafted by-
sd Mihir Kanti Chakrabarty
Advocate,
Judges' Court, Alipore.

Typed by-
sd Chakrabarty
Judges' Court, Alipore.



- Lot 4 - 3M. SAMPILAT. BASE + SRI 45P. KUMAR
- Lot 5 - SRI SRIKIRAN. KUMAR. BOSE
- Lot 6 - SRI SRIKIRAN. KUMAR. BOSE
- Lot 7 - FOR ESCHEWENT

Handwritten notes in Cyrillic script, including 'SRI SRIKIRAN. KUMAR. BOSE' and 'LOT 4 - 3M. SAMPILAT. BASE + SRI 45P. KUMAR'.