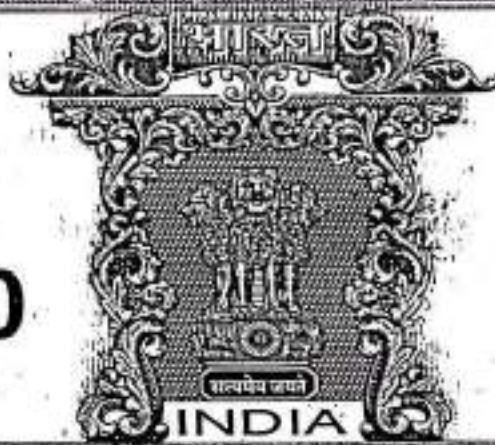


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Additional Registrar of  
Assurances-I, Kolkata

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When this stamp is affixed to a document, the document is deemed to be a legal document and the stamp is not to be used for any other purpose.

3.2.15

### DEED OF PARTITION

THIS DEED OF PARTITION made this 3rd day of February of the year 2015,

BETWEEN

SRI NIRMALENDU SEN (PAN No. ALHPS3417K), son of Late Hirajal Sen, aged about 76 years, by faith Hindu, by occupation businessman, by Nationality Indian, residing at 16, Convent Road, P.S. Entally,



Kolkata - 700014, hereinafter referred to as "THE ALLOTTEE OF LOT A" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, legal representatives, executors, administrators and assigns) of the FIRST PART

AND

1) SMT SHEILA SEN (PAN No.ALXPS7757E), wife of Late Bimalendu Sen, aged about 64 years, by faith Hindu, by occupation housewife, by Nationality Indian, 2) BOBBY SEN also known as Shubroto Sen (PAN No.ASQPS0338F), son of Late Bimalendu Sen, aged about 38 years, by faith Hindu, by occupation in service, by Nationality Indian, both residing at 16, Convent Road, P.S. Entally, Kolkata - 700014, 3) SHRABONI SEN (PAN No.BXYPS7902M), daughter of Late Bimalendu Sen, aged about 35 years, by faith Hindu, by occupation housewife, by Nationality Indian, presently residing at 16, Convent Road, P.S. Entally, Kolkata - 700014, hereinafter jointly and severally referred to as the "THE ALLOTTEES OF LOT B" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, legal representatives, executors, administrators and assigns) of the SECOND PART.

4 B

AND

1) SRI SWAPAN KUMAR SEN (PAN No. BHQPS5296G), son of Late Nalini Ranjan Sen, aged about 65 years, by faith Hindu, by occupation Service, by Nationality Indian, and residing at 16, Convent Road, P.S. Entally, Kolkata - 700014 2) SRI SANJIV SEN (PAN No. BFJPS1004P), son of Late Nalini Ranjan Sen aged about 55 years, by faith Hindu, by occupation Service, by Nationality Indian, and residing at 16, Convent Road, P.S. Entally, Kolkata - 700014 3) SMT SMITA GHOSH also known as SMT SMITA GHOSE (PAN No. NIL, Form 60 submitted), wife of Late Pranab Ghose and daughter of Late Nalini Ranjan Sen, aged about 67 years, by faith Hindu, by occupation Housewife, by Nationality Indian, and residing at 42/138, New Ballygunge, P.S. Kasba, Kolkata 700039, hereinafter referred to as the "THE ALLOTTEES OF LOT C" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, legal representatives, executors, administrators and assigns) of the THIRD PART.

SRI ANIRBAN SEN (PAN No. APJPS5273D), son of Nirmalendu Sen, aged about 39 years, by faith Hindu, by occupation businessman, by Nationality Indian, residing at 16, Convent Road, P.S. Entally, Kolkata - 700014, hereinafter referred to as "THE ALLOTTEE OF LOT D" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, legal

representatives, executors, administrators and assigns) of the FOURTH PART.

FOR ALL THAT messuage piece and parcel of rent redeemed land measuring at present 1 bigha 4 cottahs 6 chittacks and 40 sq.ft. more or less thereunto belonging whereon or on part whereof being Holding No.41 in Sub-Division E called Mouza Neez Entally Division IV, Dehee Entally formerly Holding No.187A and before that Holding No.187 (there showing an area one bigha one cottah and fifteen chittacks) which piece of land was originally held under a Government Pottah of Panchannogram No.216/A under the hand and seal of the Collector of 24 Parganas dated the 25<sup>th</sup> day of April 1876 at an annual rent of Rupees Two anna one and pies four only and subsequently rent-redeemed for ever under rent redemption certificate dated 24<sup>th</sup> September 1903 granted by the Collector of 24-Parganas as under his hand and seal in the name and on behalf of the Secretary of State for India in Council together with one two storied brick built dwelling house each floor containing 3996 sq.ft. approx. being Municipal Premises No. 16, Convent Road, Kolkata - 700014, under P.S. Entally (together hereinafter referred to as 'the said property') and more fully and particularly described in "SCHEDULE - 1" hereunder written.



## WHEREAS :

## 1. TITLE ACQUIRED BY HIRALAL SEN AND JOGENDRA NATH SEN

- a. On April 25, 1876, the Collector of 24-Parganas by a Pottah, No.216/A granted to Preo Nath Dutt of 15, Jan Bazar Street, Calcutta, one bigha one cottah and fifteen chittacks of land contained in Holding No.187 in Division IV called Dehee Entally, Sub-Division E called Mouza Neez Entally assessed at the rent of Rupees Two Anna One and Four ples per annum.
- b. The said Holding was numbered as 16, Convent Road.
- c. The said Preo Nath Dutt in his life time and at the date of his death was inter alia seized and possessed of or otherwise well and sufficiently entitled to the said property being 16, Convent Road, Entally.
- d. The said Preo Nath Dutt departed this life on or about February 22, 1890 without issue leaving him surviving his widow Manini Dasi after having made and published his last Will and Testament.
- e. Letters of Administration with a copy of the said Will annexed in respect of the Estate and effects of the said Preo Nath Dutt

deceased were granted by the High Court of Judicature at Fort William in Bengal on July 31, 1890 to the said Manini Dasi.

- f. The said Preo Nath Dutt by his said Will directed that immediately after his death the sale proceeds of his real and personal estate were to be invested and applied to the bequests contained in the said Will which included bequests to certain Charitable Societies.
- g. The said Manini Dasi the Administratrix to the Estate of the said Preo Nath Dutt deceased did not administer the Estate as directed.
- h. Henry Beverly the then President of the District Charitable Society of Calcutta, a Charitable Society holding a bequest under the said Will of Preo Nath Dutt instituted in the High Court of Judicature at Fort William in Bengal an administration suit being Suit No.193 of 1892 for the administration of the Estate of Preo Nath Dutt wherein the said Manini Dasi was made the defendant.
- i. In the said Suit No.193 of 1892 the High Court of Judicature at Fort William in Bengal by its order dated September 15, 1893 appointed William Henry Ryland the Receiver of the immovable

- l. The said John Hogan Payne during this lifetime after the said purchase and at the date of his death was inter alia seized and possessed of the said messuage parcel of land hereditaments and premises being 16, Convent Road, Entally.
- m. The said John Hogan Payne died leaving him surviving his widow Mary Payne and two minor children Joseph John and Mary Josepha after having made and published his last Will and Testament dated September 4, 1894 of which the said Mary Payne and John Brien the then Station Master of Mogal Sarai were made executors and wherein the said testator John Hogan Payne directed that after the payment of his debts and funeral expenses the whole residue of his properties movable and immovable of which he might die possessed of was to be given to his widow Mary Payne to have and to hold for her personal use and benefit "She being the Natural Guardian of his minor two children Joseph John and Mary Josepha".
- n. Letters of Administration was granted by the District Judge of 24 Parganas on January 17, 1899 to the said Mary Payne and John Brien the executors named in the said Will.
- o. The said Mary Payne as executrix to the Estate of John Hogan Payne having paid at one time the sum of Rupees Sixty-two



annas Eight only to the Secretary of State for India in Council being thirty years purchase money of the annual rent of Rupees Two anna One and pies four in respect of Holding No.167 in Sub-Division E Division IV Sub-Registry Sealdah No.1298 Government Estate, Panchannogram (16, Convent Road) a rent redemption and discharge certificate in respect of the said premises has been granted under the hand and seal of the Collector of 24 Parganas bearing dated September 24, 1903.

- p. Mary Payne, Joseph John and Mary Josepha became absolute owners of the said messuage parcel of land, dwelling house, premises and hereditaments being premises No.16, Convent Road, Entally, in equal shares.
- q. After the death of Mary Payne her proportionate share in respect of premises no.16, Convent Road, Entally devolved upon her son Joseph John and daughter Mary Josepha in equal shares and they became the absolute owners of the said messuage parcel of land, dwelling house, premises and hereditaments being premises No.16, Convent Road, Entally.
- r. The said Mary Ellis otherwise Mary Josepha Ellis and Joseph John Payne entered into an agreement on October 2, 1944 with one Biralal Sen and Jogendra Nath Sen, for absolute sale to them

2. AMICABLE SETTLEMENT BETWEEN HIRALAL SEN AND JOGENDRA NATH SEN

- a. By an amicable settlement, the abovementioned two storeyed dwelling house being Premises No.16, Convent Road, Entally, Calcutta - 700014 was partitioned in equal proportion and the said Jogendra Nath Sen took possession of the Eastern side of the ground and first floor together with proportionate share in the land underneath the building and the said Hiralal Sen took possession of the Western side of ground and first floor together with proportionate undivided share in the land underneath the building.

3. DEVOLUTION OF THE SHARE OF JOGENDRA NATH SEN TO NALINI RANJAN SEN AND SHANTI RANJAN SEN

- a. The said Jogendra Nath Sen died intestate on April 14, 1960 leaving behind the following heirs:
- (1) Surabala Sen - Widow
  - (2) Nalini Ranjan Sen - Son
  - (3) Shanti Ranjan Sen - Son
- b. After the death of Jogendra Nath Sen, his divided and demarcated one half share being the Eastern side of the two storeyed building at Premises No.16, Convent Road, Entally,



the messuage, parcel of land, dwelling house, hereditaments and premises being premises No.16, Convent Road, Entally.

- s. By a Deed of Conveyance dated October 31, 1944, entered into by and between Mary Ellis otherwise Mary Josepha Ellis and Joseph John Payne, Vendors therein and Hiralal Sen and Jogendra Nath Sen, Purchasers therein (the predecessors of the parties hereto), Mary Ellis otherwise Mary Josepha Ellis by her constituted Attorney Elwyn Cyril St. John Whincop Smith under a Power of Attorney dated August 6, 1936, executed in London read with another subsequent and supplementary instrument executed on July 18, 1944 in Edinburgh and Joseph John Payne by his Constituted Attorney Elwyn Cyril St. John Whincop Smith under a Power of Attorney dated July 5, 1944 at Sidney, sold the messuage parcel of land together with two storeyed brick built building, dwelling house, premises and hereditaments being Premises No.16, Convent Road, Entally, Calcutta - 700014, more fully and particularly described in Schedule 1 hereunder written to Hiralal Sen and Jogendra Nath Sen and the said Deed of Conveyance was registered in the Office of the Sub-Registrar, Sealdah and entered in Book No.I, Volume No.44, Pages 256 to 267 being No.1905 for the year 1944.

Calcutta - 700014 and undivided and undemarcated proportionate share in the land underneath the building devolved upon his abovementioned heirs.

- c. The above referred Surabala Sen, widow of Jogendra Nath Sen, died intestate on June 11, 1961 leaving behind her two sons, Nalini Ranjan Sen and Shanti Ranjan Sen, upon whom devolved the share of Jogendra Nath Sen such share being the Eastern side of the ground and first floor together with proportionate share in the land underneath the building, in equal proportion.
- d. By an amicable settlement, the abovementioned Eastern side of the ground and first floors was partitioned in equal proportion and the said Nalini Ranjan Sen took possession of the ground floor situated on the divided and demarcated Eastern side of the building at premises No.16, Convent Road, Entally, Calcutta - 700014 together with the proportionate undivided share in the land underneath the building and the said Shanti Ranjan Sen took possession of the first floor situated on the divided and demarcated Eastern side of the building at premises No.16, Convent Road, Entally, Calcutta - 700014 together with the proportionate undivided share in the land underneath the building.



4. DEVOLUTION OF THE SHARE OF HIRALAL SEN TO NIRMALENDU SEN, BIMALENDU SEN, ANIRBAN SEN AND BOBBY SEN

- a. The said Hiralal Sen died intestate on October 13, 1966 leaving behind the following heirs upon whom his one half share, comprising the ground floor and first floor situated on the divided and demarcated Western side of the building at premises No.16, Convent Road, Entally, Calcutta - 700014 together with the proportionate undivided share in the land underneath the building, devolved in equal proportion, each with a  $1/9$  th share in the share of Late Hiralal Sen (being  $1/18$ th share in the entire property):

- |  |                    |
|--|--------------------|
| (1) Kanak Lata Sen                       | - Widow            |
| (2) Puspa Bose                           | - Married Daughter |
| (3) Shefali Dutta                        | - Married Daughter |
| (4) Nirmalendu Sen                       | - Son              |
| (5) Manju Paul                           | - Married Daughter |
| (6) Bimalendu Sen                        | - Son              |
| (7) Maya Banerjee<br>aka Shuvra Banerjee | - Married Daughter |
| (8) Runu Dutta                           | - Married Daughter |
| (9) Jhunu Ghosh                          | - Married Daughter |

- b. Before she died on April 17, 1973, the said Kanak Lata Sen executed a Deed of Settlement dated October 11, 1972 and

registered at the Office of the Sub-Registrar, Alipore, 24 Parganas, recorded in Book No.1, Volume No.40, Pages 165 to 175, being No.1551 for the year 1972, whereby her 1/9th share in the property of Hiralal Sen (being 1/18th share of the whole property) devolved upon her sons, the said Nirmalendu Sen and Bimalendu Sen in equal proportion.

- c. The said Shefali Dutta, wife of Prabir Kumar Dutta, donated her 1/9th share (being 1/18th share of the whole property) to her uterine brothers Nirmalendu Sen and Bimalendu Sen by way of a Deed of Gift dated October 11, 1972, registered at the Office of the Sub-Registrar, Alipore, 24 Parganas and recorded in Book No.1, Volume No.37, Pages 243 to 254, being No.1533 for the year 1972.
- d. The said Manju Paul, wife of Sambhu Nath Paul, donated her 1/9th share (being 1/18th share of the whole property) to her uterine brothers Nirmalendu Sen and Bimalendu Sen by way of a Deed of Gift dated October 11, 1972, registered at the Office of the Sub-Registrar, Alipore, 24 Parganas and recorded in Book No.1, Volume No.33, Pages 251 to 261, being No.1554 for the year 1972.



- e. The said Jhunu Ghosh, wife of Amar Nath Ghosh, donated her 1/9th share (being 1/18th share of the whole property) to her uterine brothers Nirmalendu Sen and Bimalendu Sen by way of a Deed of Gift dated October 11, 1972, registered at the Office of the Sub-Registrar, Alipore, 24 Parganas and recorded in Book No.1, Volume No.42, Pages 8 to 19, being No.1552 for the year 1972.
- f. The said Pushpa Bose, wife of Adhir Kumar Bose, donated her 1/9th share (being 1/18th share of the whole property) to her uterine brothers Nirmalendu Sen and Bimalendu Sen by way of a Deed of Gift dated September 3, 1999, registered at the Office of the Addl. Registrar of Assurances - I, Calcutta and recorded in Book No.1, Volume No.1, Pages 1 to 14, being No.00289 for the year 2003.
- g. The said Runu Dutta, wife of Nikhil Dutta, donated her 1/9th share (being 1/18th share of the whole property) to her brothers uterine Nirmalendu Sen and Bimalendu Sen by way of a Deed of Gift dated September 28, 2000, registered at the Office of the Sub-Registrar, Alipore, 24 Parganas and recorded in Book No.1, Volume No.33, Pages 251 to 261, being No.1554 for the year 1972.

- h. The said Maya Banerjee alias Shuvra Banerjee, wife of Dipak Kumar Banerjee, sold and/or conveyed to Anirban Sen, son of Nirmalendu Sen, and Shubroto Sen (now also known as Bobby Sen), son of Bimalendu Sen (since deceased), among other properties, movable and immovable, her  $1/9$ th share (being  $1/18$ th share of the whole property) and the indenture was registered at the Office of the Addl. Registrar of Assurances - I, Calcutta and recorded in Book No.I, Volume No.84, Pages 139 to 154, being No.1007 for the year 1998.
- i. Anirban Sen, son of Nirmalendu Sen, and Shubroto Sen (now also known as Bobby Sen), son of Bimalendu Sen, each became absolutely entitled to  $1/18$ th share in the share of Hiralal Sen (being  $1/36$ th share each in the said property).
- j. Thus after the execution of the deeds mentioned above, the jointly held shares in the property of each heir of Late Hiralal Sen stood as under:

1.	Nirmalendu Sen	-	$4/9$ th share in the share of Late Hiralal Sen	Being $2/9$ th share of the entire property
2.	Bimalendu Sen	-	$4/9$ th share in the share of Late Hiralal Sen	Being $2/9$ th share of the entire property



3.	Anirban Sen	-	1/18th share in the share of Late Hiralal Sen	Being 1/36th share of the entire property
4.	Bobby Sen aka Shubroto Sen	-	1/18th share in the share of Late Hiralal Sen	Being 1/36th share of the entire property

5. DEVOLUTION OF THE SHARE OF NALINI RANJAN SEN

- a. The said Nalini Ranjan Sen, son of the said Jogendra Nath Sen, died intestate on March 1, 1992 leaving behind his widow, Sujata Sen, his married daughter, Smita Ghosh also known as Smita Ghose and his two sons Swapan Kumar Sen and Sanjiv Sen, upon whom his one half share of his deceased father's property (being 1/4th share in the entire property), comprising the ground floor situated on the divided and demarcated Eastern side of the building at premises No.16, Convent Road, Entally, Calcutta - 700014 together with the proportionate undivided share in the land underneath the building, devolved in equal proportion.
- b. Sujata Sen, the widow of Nalini Ranjan Sen, died intestate on July 29, 1993, leaving behind the following heirs, upon whom her proportionate share in the ground floor situated on the





divided and demarcated Eastern side of the building at premises No.16, Convent Road, Entally, Calcutta - 700014 together with the proportionate undivided share in the land underneath the building, devolved in equal proportion:

- (1) Smita Ghosh aka - Married Daughter  
Smita Ghose
- (2) Swapan Kumar Sen - Son
- (3) Sanjiv Sen - Son

6. DEVOLUTION OF THE SHARE OF SHANTI RANJAN SEN

- a. The said Shanti Ranjan Sen, son of the said Jogendra Nath Sen, died intestate on October 13, 1996 leaving behind the following heirs, upon whom his proportionate share in the first floor situated on the divided and demarcated Eastern side of the building at premises No.16, Convent Road, Entally, Calcutta - 700014 together with the proportionate undivided share in the land underneath the building, devolved in equal proportion:

- (1) Shanta Sen - Widow
- (2) Ashish Sen - Son
- (3) Suparna Guha - Married Daughter

- b. Thus the heirs of the said Shanti Ranjan Sen, became seized and possessed of the portion of the building on the first floor

together with the proportionate undivided share in the land, which would be a 17/36th share of the entire property.

8. **GIFT NIRMALENDU SEN TO ANIRBAN SEN**

- a. In consideration of the natural love and affection Nirmalendu Sen, by way of a Deed of Gift dated October 18, 2014 and registered before the Additional Registrar of Assurances, Kolkata, in Book-I, CD number number 23, Pages 5460 to 5491 being No.09433 for the year 2014, out of his 17/136 share, granted, transferred, gave, assured and assigned 2/9 share in the building and land in favour of the said Anirban Sen.

AND WHEREAS the parties hereto are the owners of the joint immovable property more particularly described in the Schedule 1 hereunder written and each party hereto, either individually or with others, is entitled to proportionate undivided share in the said property and their shares are as under:

Sl. No.	Name	Share in property mentioned in Schedule 1
1)	Nirmalendu Sen	- 1/4th (one fourth) share
2)	Sheila Sen	- 2/27th (two twenty seventh) share
3)	Bobby Sen aka Shubroto Sen	- 11/108th (eleven one hundred and eighth) share
4)	Shraboni Sen	- 2/27th (two twenty seventh) share



- 5) Swapan Kumar - 1/12th (one twelfth) share  
Sen
- 6) Sanjiv Sen - 1/12th (one twelfth) share
- 7) Smita Ghosh aka - 1/12th (one twelfth) share  
Smita Ghose
- 8) Anirban Sen - 1/4th (one fourth) share

AND WHEREAS the parties do not want to continue to jointly hold the property more fully and particularly described in the Schedule 1 hereunder written and are desirous to effect the partition of the said property.

AND WHEREAS the parties hereto have decided to partition the said properties by metes and bounds and for that purpose have agreed to divide the said properties in the manner set out hereinafter in Schedules 2, 3, 4 and 5 hereunder written.

AND WHEREAS the parties have agreed that the property described in the Schedule 2, Schedule 3, Schedule 4 and Schedule 5 hereunder written shall be allotted to and belong to the Allottee of Lot A, the Allottees of Lot B, the Allottees of Lot C and the Allottee of Lot D exclusively.

AND WHEREAS in consideration of the absolute ownership acquired by each party in respect of property allotted to him or her out of the hitherto joint property and in consideration of the covenants hereby contained, the parties have agreed to effect the said partition in the manner hereinafter appearing.

AND WHEREAS the said parties hereto have taken possession of the properties as agreed above.

NOW THIS DEED WITNESSETH AS FOLLOWS:

The parties hereto hereby agree and ratify the recital hereinabove and further agree that the shares of the parties are as under:

<u>Sl. No.</u>	<u>Name</u>	<u>Share in property mentioned in Schedule 1</u>
<b>I. ALLOTTEE OF LOT A (1/4 share share)</b>		
1)	Nirmalendu Sen	1/4th (one fourth) share
<b>II. ALLOTTEES OF LOT B (1/4 share)</b>		
1)	Sheila Sen	2/27th (two twenty seventh) share
2)	Bobby Sen aka Shubroto Sen	11/108th (eleven one hundred and eighth) share
3)	Shraboni Sen	2/27th (two twenty seventh) share
<b>III. ALLOTTEES OF LOT C (1/4 share)</b>		
1)	Swapan Kumar Sen	1/12 (one twelfth) share



- 2) Sanjiv Sen - 1/12 (one twelfth) share
- 3) Smita Ghosh aka Smita Ghose - 1/12 (one twelfth) share

IV. ALLOTTEE OF LOT D (1/4 share)

- 1) Anirban Sen - 1/4th (one fourth) share

In pursuance of the above agreement, the parties hereto divide the properties described in Schedule 1 hereunder written in the shares to the effect that the property described in the Schedule 2 hereunder written is hereby allotted to the share of the Allottee of Lot A together with all rights, privileges, trees and easements to hold the same henceforth and the property described in Schedule 3 hereunder written is hereby allotted to the share of the Allottees of Lot B together with all rights, privileges, trees and easements to hold the same henceforth in severalty and the property described in Schedule 4 hereunder written is hereby allotted to the share of the Allottees of Lot C together with all rights, privileges, trees and easements to hold the same henceforth in severalty. The properties mentioned in the Schedule 2 hereunder written are hereby allotted to the Allottees of Lot A to hold, possess and enjoy the said scheduled property as absolute and exclusive owner without any interruption, claim or hindrance from the other parties hereto or from

any member or members of joint family or any person or persons claiming through them.

The properties mentioned in the Schedule 3 hereunder written are hereby allotted to the Allottees of Lot B to hold, possess and enjoy the said scheduled property as absolute and exclusive owners without any interruption, claim or hindrance from the other parties hereto or from any member or members of joint family or any person or persons claiming through them.

The properties mentioned in the Schedule 4 hereunder written are hereby allotted to the Allottees of Lot C to hold, possess and enjoy the said scheduled property as absolute and exclusive owners without any interruption, claim or hindrance from the other parties hereto or from any member or members of joint family or any person or persons claiming through them.

The properties mentioned in the Schedule 5 hereunder written are hereby allotted to the Allottees of Lot D to hold, possess and enjoy the said scheduled property as absolute and exclusive owner without any interruption, claim or hindrance from the other parties hereto or from any member or members of joint family or any person or persons claiming through them.

will be liable for the same in proportion of their shares in the joint property.

It is hereby declared that there is no mortgage, charge, lien or encumbrance on the property mentioned in Schedule 3 and allotted to the Allottees of Lot B and if later on it is found that there is any mortgage, charge, lien or encumbrance on the said property, all parties will be liable for the same in proportion of their shares in the joint property.

It is hereby declared that there is no mortgage, charge, lien or encumbrance on the property mentioned in Schedule 4 and allotted to the Allottees of Lot C and if later on it is found that there is any mortgage, charge, lien or encumbrance on the said property, all parties will be liable for the same in proportion of their shares in the joint property.

It is hereby declared that there is no mortgage, charge, lien or encumbrance on the property mentioned in Schedule 5 and allotted to the Allottee of Lot D and if later on it is found that there is any mortgage, charge, lien or encumbrance on the said property, all parties will be liable for the same in proportion of their shares in the joint property.



1. EACH ALLOTTEE COVENANTS WITH THE OTHERS AS FOLLOWS:

- 1.1. The Allottee has not done any act, deed or thing whereby or by means whereof he/she is prevented from conveying and releasing the property to the other in the manner aforesaid.
- 1.2. The Allottee will execute and get registered, if necessary, any deed, document or receipt which he/she may be required to do at the instance of the other party to this deed at the latter's expense in order to more effectively assure the requisitioning party of any rights or title on him/her under this deed.
- 1.3. The other parties will hold the property allotted to them, quietly and peaceably and enjoy the rents and profits thereof without any suit, interruption, claim or demand by the covenanting party, his/her heirs, executors, administrators and assigns or any person claiming under him/her.
- 1.4. It is further agreed and declared that the title deed which is common to all the parties shall remain with the Allottee of Lot A and who shall, unless prevented by fire or some other inevitable accident, keep and maintain the same safe, undefaced and unaltered, and from time to time and at all times hereafter upon every reasonable request and at the cost of the party requesting.

produce or cause to be produced to the other parties or their solicitors or at any trial, hearing commission or examination or otherwise as occasion shall require all or any of the said deeds and will permit the same to be examined, inspected or given in evidence and shall at the like request and cost of the party requesting, deliver or cause to be delivered to such allottee such attested or other copies or abstracts of or extracts from the deeds or any of them as the allottee may require and shall and will in the meantime unless prevented as aforesaid keep the said deeds safe, unobliterated and uncanceled.

- 1.5. The original of this document shall remain in the custody of the Allottee of Lot A.

**2. FURTHER EACH PARTY COVENANTS WITH THE OTHER AS FOLLOWS:**

- 2.1 The Allottees of Lot A, Lot B and Lot D shall have exclusive rights over the roof of the building referred to in Schedules 1, 2, 3 and 5 hereunder written, while the Allottees of Lot C shall have no right over the said building or the roof thereon, the same being outside the area allotted to them. It is, however, clarified that while the Allottees of Lot A and Lot D shall have right over the roof of the building referred to in Schedules 1, 2, 3

and 5 hereunder written, the Allottees of Lot B shall also have rights of entrance and use over the roof of the said building. Further the Allottees of Lot C shall withdraw all civil and criminal complaints whatsoever, before any authorities, with regard to the building and/or its construction/re-construction including, but not limited to the partition suit filed by them.

- 2.2 In the event of any further vertical construction over the building referred to in Schedules 1, 2, 3 and 5 hereunder written, the same shall be done by mutual consent of the Allottees of Lots A, B and D. And the Allottees of Lot C shall have no right over the said building or the roof thereon or any further vertical construction, the same being outside the area allotted to them.
- 2.3 The parties hereto covenant with one another that the drainage lines and the sewerage lines shall remain unchanged and none of the parties hereto shall cause obstruction to the same. Further, the Allottees of Lot C shall have no claim to the existing sewerage lines. Any additional sewerage lines obtained shall be at the cost of the respective allottees.
- 2.4 The parties hereto covenant with one another that the water lines shall remain unchanged and none of the parties hereto shall cause obstruction to the same. Further, the Allottees of Lot



C shall have no claim to the existing water lines. Any additional water lines obtained shall be at the cost of the respective allottees.

- 2.5 The Allottees of Lots A, B and D shall have the right of maintenance and reconstruction for repair of the building referred to in Schedules 1, 2, 3 and 5 hereunder written, including repair and recasting of the roof. However, the said Allottees of Lots A, B and D undertake that any such maintenance work and/or reconstruction for repair and repair and recasting of the roof, if necessary, shall be carried out without causing any damage to load bearing walls and pillars. And the Allottees of Lot C shall have no right of objection over such maintenance work and/or reconstruction for repair of the said building or the roof thereon, the same being outside the area allotted to them.
- 2.6 The Allottees of Lot B covenant with Allottees of Lots A and D that they shall not object to installation of a lift in the building referred to in Schedules 1, 2, 3 and 5 hereunder written. And the Allottees of Lot C shall have no right of objection for the same since the building referred to is outside the area allotted to them.

- 2.7 The Allottees of Lot C shall have exclusive rights over the land and building referred to in Schedules 4 hereunder written, while the Allottees of Lots A, B and D shall have no right over the said land and building referred to in Schedule 4 hereunder written, the same being outside the area allotted to them.
3. It is hereby declared that the values of the properties mentioned in Schedule 2, Schedule 3, Schedule 4 and Schedule 5 hereto are Rs.2,00,00,000.00 (Rupees two crores) only, Rs.2,00,00,000.00 (Rupees two crores) only, Rs.2,00,00,000.00 (Rupees two crores) only and Rs.2,00,00,000.00 (Rupees two crores) only, respectively

#### SCHEDULE - 1

##### (The Entire Property)

ALL THAT messuage piece and parcel of rent redeemed land measuring at present 1 bigha 4 cottahs 6 chittacks and 40 sq.ft. more or less thereunto belonging whereon or on part whereof being Holding No.41 in Sub-Division E called Mouza Neez Entally Division IV, Dehee Entally formerly Holding No.187A and before that Holding No.187 (there showing an area one bigha one cottah and fifteen chittacks) which piece of land was originally held under a Government Pottah of Panchannogram No.216/A under the hand and seal of the Collector of 24 Parganas dated the 25<sup>th</sup> day of April 1876 at an annual rent of Rupees

Two anna one and ples four only and subsequently rent-redcedmed for ever under rent redemption certificate dated 24<sup>th</sup> September 1903 granted by the Collector of 24-Parganas as under his hand and seal in the name and on behalf of the Secretary of State for India in Council together with one two storied brick built dwelling house each floor containing 3996 sq.ft. approx. being Municipal Premises No. 16, Convent Road, Kolkata - 700014, under P.S. Entally butted and bounded as under :-

ON THE NORTH : 9, Canal Street;

ON THE EAST : Canal Street;

ON THE WEST : 15, Convent Road;

ON THE SOUTH : Convent Road.

#### SCHEDULE - 2

(The share of Allottee of Lot A in the said Property)

ALL THAT entire First Floor of brick built Building admeasuring 3996 sq.ft. (three thousand nine hundred and ninety six square feet) situated at No.16, Convent Road, P.S. Entally, Kolkata - 700014, TOGETHER WITH land measuring 4115 sq. ft. (four thousand one hundred fifteen square feet), and delineated in RED in the map or plan and annexed hereto.



SCHEDULE - 3(The share of Allottees of Lot B in the said Property)

ALL THAT 1998 sq.ft. (one thousand nine hundred ninety eight) on the western side of the Ground Floor of brick built Building situated at No.16, Convent Road, P.S. Entally, Kolkata - 700014, TOGETHER WITH land measuring 4397.5 sq. ft (four thousand three hundred ninety seven point five square feet), and delineated in GREEN in the map or plan and annexed hereto.

SCHEDULE - 4(The share of Allottees of Lot C in the said Property)

ALL THAT land admeasuring 6K-8ch-0sq.ft. being equivalent to 4680 sq.ft. (four thousand six hundred and eighty square feet) situated on the northern part of No.16, Convent Road, P.S. Entally, Kolkata - 700014, with a tiled shed thereon measuring 100 sq.ft. (one hundred square feet), delineated in YELLOW in the map or plan annexed hereto and butted and bounded as under:

ON THE NORTH : Premises No. 9 Canal Street,

ON THE EAST : Canal Street,

ON THE SOUTH : Share of Premises No.16, Convent Road,  
belonging to the Allottee of Lot A and the  
Allottee of Lot B,

ON THE WEST : Premises No. 15, Convent Road,

SCHEDULE - 5(The share of Allottee of Lot D in the said Property)

ALL THAT 1998 sq.ft. (one thousand nine hundred ninety eight square feet) on the eastern side of the Ground Floor of brick built Building situated at No.16, Convent Road, P.S. Entally, Kolkata - 700014, TOGETHER WITH land measuring 4397.5 sq. ft. (four thousand three hundred ninety seven point five square feet), and delineated in BLUE in the map or plan and annexed hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND  
DELIVERED by the said  
Nirmalendu Sen abovenamed in  
the presence of:

*Nirmalendu Sen*

1. *Nirmalendu Nanyak*  
NIRMALENDU NANYAK  
12/2, M.B. ROAD, BELGHORIA  
KOLKATA - 700081

2. *Radha Charan Halder*  
RADHA CHARAN HALDER  
H/184/103, RAJIB CHANDRA ROAD  
P.O. KANNAGAR, DIST - HOOGHLY  
PIN - 712235

SIGNED, SEALED AND  
DELIVERED by the said  
Swapan Kumar Sen  
abovenamed in the presence of:

1. Amalendu Nayak

2. Ratna Charan Halder.

Swapan Kumar Sen.

SIGNED, SEALED AND  
DELIVERED by the said Sanjiv  
Sen abovenamed in the presence  
of:

1. Amalendu Nayak

2. Ratna Charan Halder.

Sanjiv Sen.

SIGNED, SEALED AND  
DELIVERED by the said Smita  
Ghosh aka Smita Ghose  
abovenamed in the presence of:

1. Amalendu Nayak

2. Ratna Charan Halder.

Smita Ghosh.



SIGNED, SEALED AND  
DELIVERED by the said  
Anirban Sen abovenamed in the  
presence of:



1. Amalendu Nayak

2. Radha Charan Halder.

Drafted by me :








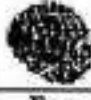
















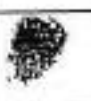





























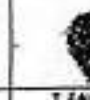





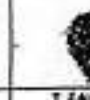




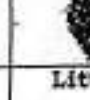
Bikranjit Banerjee

Advocate

High Court, Calcutta

















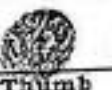
















Enrolment No.: F-1125/1091

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants/ presentants					
1						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
2						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
3						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
4						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
5						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
6						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
						

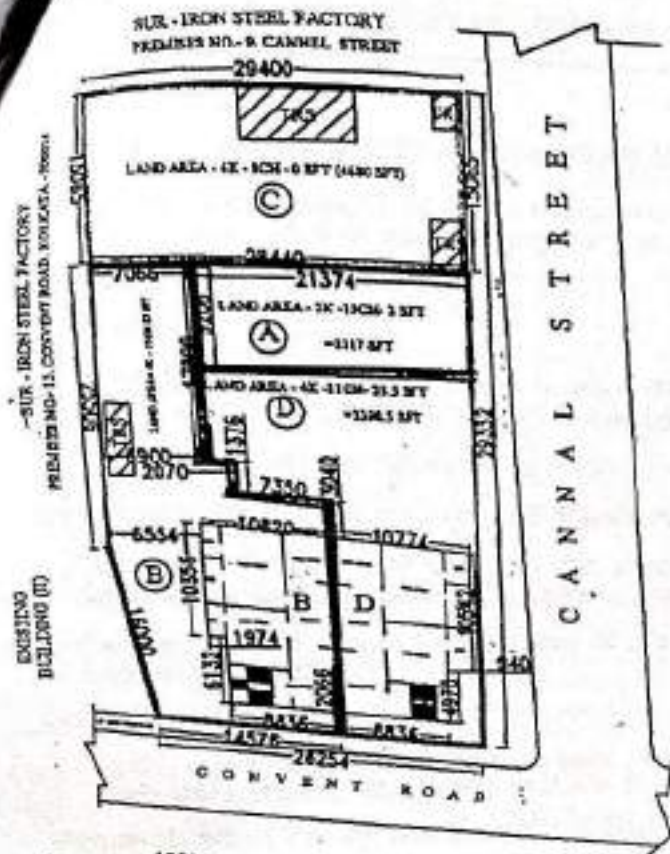


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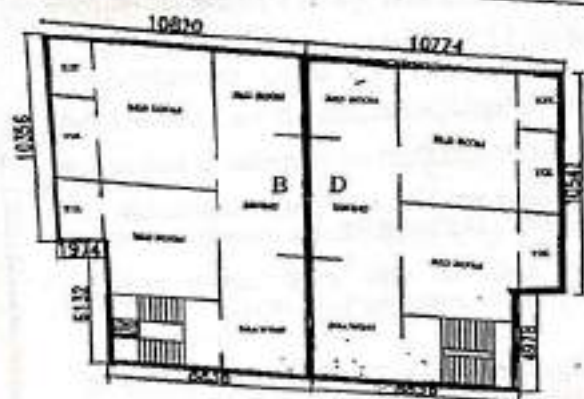
Sl. No.	Signature of the executants/ presentants					
50191500						
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		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
Smita Ghosh						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
Anand						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
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		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				



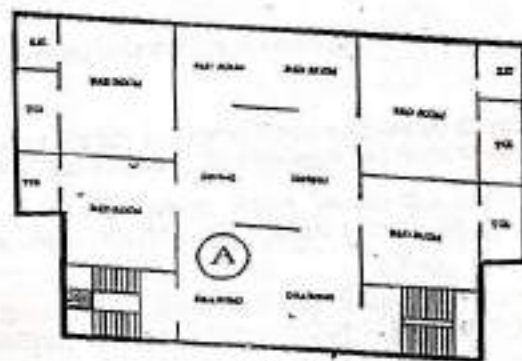
**PARTITION PLAN OF PREMISES NO.- 16, CONVENT ROAD**  
**KOLKATA 700014, P.S. - ENTALLY**  
**TOTAL AREA OF LAND = 24K - 6 CH. - 40 SFT (MORE OR LESS)**  
**SCALE 1:325**



- 1 Nirmalendu Sen.
- 2 Sheela Sen.
- 3 Bdhy
- 4 Shabari Sen
- 5 Swapan Kumar Sen.
- 6 Sanjiv Sen.
- 7 Umita Ghosh
- 8 Anirban Sen



Ground Floor of Existing Building



1st Floor of Existing Building

LQT.	BELONGS TO	VACANT LAND	BUILDING AREA	TOTAL AREA
A	MR. NIRMALENDU SEN	3117 SQFT (2 K 13 CH 2 SFT)	1998 SQFT (2 K 12 CH 18 SFT)	4115 SQFT (3 K 11 CH 20 SFT)
B	MRS. SHEILA SEN & OTHERS	3398.5 SQFT (4 K 11 CH 21.5 SFT)	880 SQFT (1 K 6 CH 0 SFT)	4277.5 SQFT (5 K 1 CH 22.5 SFT)
C	MR. SWAPAN SEN & OTHERS	4680 SQFT (6 K 1 CH 0 SFT)		4680 SQFT (6 K 1 CH 0 SFT)
D	MR. ANIRBAN SEN	3397.5 SQFT (4 K 11 CH 20.5 SFT)	599 SQFT (1 K 6 CH 19 SFT)	4297.5 SQFT (5 K 1 CH 32.5 SFT)



**Government Of West Bengal**  
**Office Of the A.R.A. - I KOLKATA**  
**District:-Kolkata**

**Endorsement For Deed Number : I - 00862 of 2015**  
**(Serial No. 00821 of 2015 and Query No. 1901L000001598 of 2015)**

**on 03/02/2015**

**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 Draft

Rs. 761540/- is paid , by the draft number 875075, Draft Date 29/01/2015, Bank Name State Bank of India, SUBODH MALLICK SQUARE, received on 03/02/2015.

( Under Article : A(1) = 761442/- , E = 14/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on 03/02/2015 )

**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.-9,22,96,496/- Partition Amount Rs 6,91,32,732/- Conveyance Amount Rs 89,636/-

Certified that the required stamp duty of this document is Rs.- 351062 /- and the Stamp duty paid as:  
Impresive Rs.- 100/-

**Deficit stamp duty**

Deficit stamp duty Rs. 351062/- is paid , by the draft number 875076, Draft Date 29/01/2015, Bank : State Bank of India, SUBODH MALLICK SQUARE, received on 03/02/2015

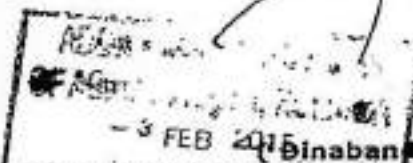
**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 11.52 hrs on :03/02/2015, at the Office of the A.R.A. - I KOLKATA by Anirban Sen , one of the Executants.

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

Execution is admitted on 03/02/2015 by

1. Nirmalendu Sen, son of Late Hiralal Sen , 16, Convent Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700014, By Caste Hindu, By Profession : Business
2. Smt Shella Sen, wife of Late Bimalendu Sen , 16, Convent Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700014, By Caste Hindu, By Profession : House wife
3. Bobby Sen Alias Shubroto Sen, son of Late Bimalendu Sen , 16, Convent Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700014, By Caste Hindu, By Profession : Service
4. Shrabori Sen, daughter of Late Bimalendu Sen , 16, Convent Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700014, By Caste Hindu, By Profession : House wife



**ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA**

03/02/2015 12:32:00

Endorsement Page 1 of 2





Government Of West Bengal  
Office Of the A.R.A. - I KOLKATA  
District:-Kolkata

Endorsement For Deed Number : I - 00862 of 2015  
(Serial No. 00821 of 2015 and Query No. 1901L000001598 of 2015)

5. Swapan Kumar Sen, son of Late Nalini Ranjan Sen , 16, Convent Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700014, By Caste Hindu, By Profession : Service
6. Sanjiv Sen, son of Late Nalini Ranjan Sen , 16, Convent Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700014, By Caste Hindu, By Profession : Service
7. Smt Smita Ghosh Alias Smt Smita Ghose, daughter of Late Nalini Ranjan Sen , 42/138, New Ballygunge, Kolkata, Thana:-Kasbe, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700039, By Caste Hindu, By Profession : House wife
8. Anirban Sen, son of Nirmalendu Sen , 16, Convent Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700014, By Caste Hindu, By Profession : Business  
Identified By Bikramjit Banerjee, son of - , Enrolment No. F -1125/1091, High Court, Kolkata, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Advocate.

( Dinabandhu Roy )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



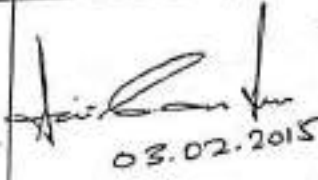
- 3 FEB 2015

( Dinabandhu Roy )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA






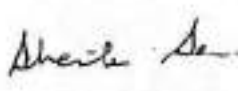





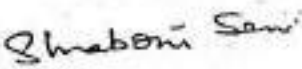
EndorsementPage 2 of 2



**Government of West Bengal**  
**Department of Finance (Revenue), Directorate of Registration and Stamp Revenue**  
**Office of the A.R.A. - I KOLKATA, District- Kolkata**  
**Signature / LTI Sheet of Serial No. 00821 / 2015, Dead No. (Book - I , 00862/2015)**  
**Signature of the Presentant**

Name of the Presentant	Photo	Finger Print	Signature with date
Anirban Sen 16, Convent Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700014	 03/02/2015	 LTI 03/02/2015	 03.02.2015

**II. Signature of the person(s) admitting the Execution at Office.**









Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Nirmalendu Sen Address -16, Convent Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700014	Self	 03/02/2015	 LTI 03/02/2015	
2	Shella Sen Address -16, Convent Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700014	Self	 03/02/2015	 LTI 03/02/2015	
3	Bobby Sen Address -16, Convent Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700014	Self	 03/02/2015	 LTI 03/02/2015	
4	Shraboni Sen Address -16, Convent Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700014	Self	 03/02/2015	 LTI 03/02/2015	



A. R. A. - I KOLKATA  
 (Anandhu Roy)  
 ADDL. REGISTRAR OF ASSURANCE, I OF KOLKATA  
 Office of the A.R.A. - I KOLKATA

Government of West Bengal  
Department of Finance (Revenue), Directorate of Registration and Stamp Revenue  
Office of the A.R.A. - I KOLKATA, District- Kolkata  
Signature / LTI Sheet of Serial No. 00821 / 2015, Deed No. (Book - I , 00862/2015)

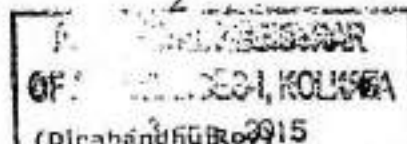
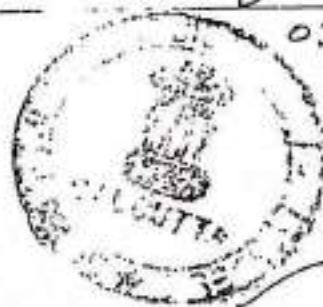
Signature of the person(s) admitting the Execution at Office.

Admission of Execution By	Status	Photo	Finger Print	Signature
5 Swapan Kumar Sen Address -16, Convent Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700014	Self		 LTI	<i>Swapan Kumar Sen</i>
		03/02/2015	03/02/2015	
6 Sanjiv Sen Address -16, Convent Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700014	Self		 LTI	<i>Sanjiv Sen</i>
		03/02/2015	03/02/2015	
7 Smita Ghosh Address -42/138, New Ballygunge, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700039	Self		 LTI	<i>Smita Ghosh</i>
		03/02/2015	03/02/2015	
8 Anirban Sen Address -16, Convent Road, Kolkata, Thana:-Entaly, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700014	Self		 LTI	<i>Anirban Sen</i>
		03/02/2015	03/02/2015	

Name of Identifier of above Person(s)  
Bikramjit Banerjee  
Enrolment No. F -1125/1091, High Court, Kolkata,  
District:-Kolkata, WEST BENGAL, India, Pin :-700001

Signature of Identifier with Date,

*Bikramjit Banerjee*  
Advocate  
03/02/15



ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA  
Office of the A.R.A. - I KOLKATA



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 3  
Page from 1 to 46  
being No 00862 for the year 2015.



*m*  
(Dinabandhu Roy) 05-February-2015  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA  
Office of the A.R.A. - I KOLKATA  
West Bengal

Certified to be a true Copy



*[Signature]*  
Additional Registrar of  
Assurances-I, Kolkata

31/7/15

CHECKED

*[Signature]*