

* 582 श्री नलिनी *

46 2000Rs.



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Stamp Amendment Act-1962
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Deed of Partition

Registrar U/S 7 (2) of
Assurances, Calcutta

10/11/94

DEED OF PARTITION

THIS DEED OF PARTITION made this the 19th day of November, one thousand nine hundred and ninety four -
BETWEEN - SRI RATHINDRANATH SARKAR son of late
Rathindranath Sarkar, by faith Hindu, by occupation -
Service, resident of vill Harinavi Police station -
Sonarpore district 24-parganas (south), hereinafter called
the FIRST PARTY of the FIRST PART (which expression
shall unless exclude by or repugnant to the subject or
context be deemed to mean and include his heirs/executors/
administrators/legal representatives and assigns) of the
ONE PART ; --p 2

• Defect 7-A for Rs. 330/-
Signed & verified by SRI SMC
Certo 16/11/94
5/1/95



6389(3)
 Rathindra Nath Sarker
 Harennari. Sonarpur.
 mm- 14/11/94

mm- 14/11/94



6389(3) - mm-
 mm-
 12-

Presented for Registration at
 the Calcutta Registration Office

on the 19th day of Nov 94

by Rathindra Nath Sarker
 one of the co-owners

On (For) Rathindra Nath Sarker

Registrar of Assurances
 Calcutta No 7 (A) - III

19.11.94 Rathindra Nath Sarker

5736

Rathindra Nath Sarker
 2/0 Kali Jatinendra Nath
 Sarker Hindu Sarker
 of Harennari P.S. Sonarpur
 pore DT Burghs (S) postma
 son upo rak A mulga Ks son
 Hindu House no 42A/3
 Harennari Bagari lane cal 17
 Hindu House no 42A/3

5736

Asit Nandi
 S/O R. K. Nandi
 of Rajpur P.S.
 Sonarpore 24
 Pgs (S) Business

Asit Nandi
 S/O R. K. Nandi
 of Rajpur P.S. Sonarpur
 24 Pgs (S)

Registrar of Assurances
 Calcutta No 7 (A) - III

11.94

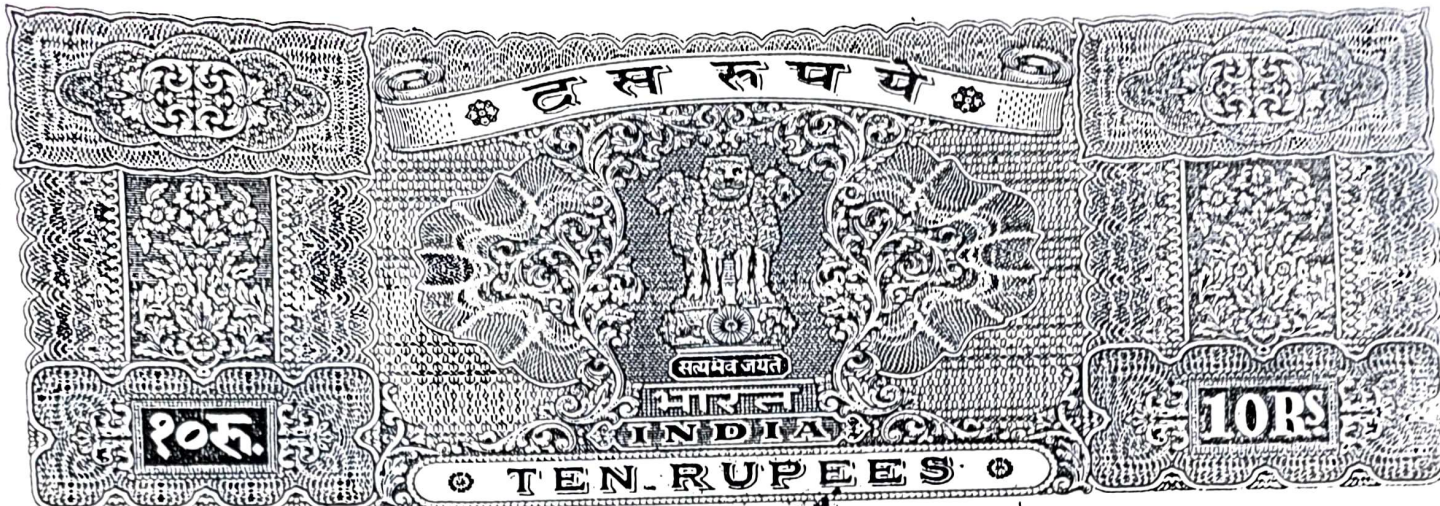


- 2 -

- A N D -

SMT. PRATIMA SEN wife of late Amulya Kumar Sen, by faith Hindu, by occupation - housewife, resident of 2A/3, Hazra bagan Lane, Calcutta- 15, hereinafter called the SECOND PARTY of the Second part (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs/executors/administrators/legal representatives and assigns) of the Other Part ;

WHEREAS one Jatindranath Sarkar, since deceased son of late Biswamber Sarkar, was the recorded owner



- 3 -

of a plot of land as bastu and danga land measuring more or less 34 sataks comprised in dag no. 197 (area more or less - 15 sataks) and in dag no. 196/398 (area - 19 sataks) under C.S. khatian no. 270 and R.S. khanda khatian no. 748 in Mouja- Harinavi P.S. Sonarpore, J.L. no. 36, touzi no. 109, S.R.O. Sonarpore district 24-parganas south.

A N D W H E R E A S while in possession and occupation over the said property, said Jathindranath Sarkar, since deceased, transferred the portion of the said property measuring more or less .05 sataks i.e. 3 cottas 1 chittak 00 sit. comprised in dag no. 197 under C.S. khatian no. 270, R.S. khanda khatian no. 748 in Mouja- Harinavi P.S. Sonarpore dist 24-pgs. south in favour of his only son said Jathindranath Sarkar, 1st party herein by way of a deed of gift which was duly registered at S.R.O. - Sonarpore and entered in book No. I, volume no. 118, being no. 8889 for the year 1964.

AND WHEREAS the said Jatindranath Sarkar, since deceased, was in peaceful khas possession and occupation over the rest portion of the said property measuring more or less 16 cottas 05 chittaks 29 sft. of the above dags and khatian.

AND WHEREAS while in physical possession and occupation over the said property, said Jatindranath Sarkar died intestate leaving behind his only son Sri Rathindranath Sarkar, the 1st party herein and two daughters namely Pratima Sen, the 2nd party herein and Anima Kar, since deceased.

AND WHEREAS by way of inheritance the said son and daughters Rathindranath Sarkar, Pratima Sen and Anima Kar, now deceased, thus became the sole and absolute owners of the aforesaid property measuring more or less 16 cotta 05 chittaks 29 sft.

AND WHEREAS thereafter one of the legal heirs of the said deceased, Anima kar died intestate without any issue and leaving behind her only brother and sister, said Rathindranath Sarkar and Pratima Sen, 1st party and 2nd party respectively herein, as her only legal heirs and successors without any issue.

AND WHEREAS since then said Rathindranath Sarkar and Pratima Sen, the 1st party and 2nd party thus became the sole and absolute owners of the aforesaid property measuring more or less 16 cottas 05 chittaks 29 sft. by way of inheritance.

AND WHEREAS while in possession and occupation over the said property, said 1st party and 2nd party jointly transferred the some portion of the said property by way of ~~xxx~~ gift and sale to the Donee and purchaser, namely Smt. Santi Sarkar and Kamal kanti Ghosh, respectively by executing a deed of gift and a deed of sale.

AND WHEREAS since then the 1st party and 2nd party jointly are in physical possession and occupation over the rest land measuring more or less 9 cottas 11 chittaks 08 sft. out of which measuring 16 cottas 05 ch. 29 sft., which is lying and situate in the district of 24-parganas south, P.S. and S.R.O. Sonarpore, comprised in dag no. 197 and dag no. 196/398 under C.S. khatian no. 270, R.S. khanda khatian no. 748, which is morefully mentioned and described in the Schedule 'A', free from all encumbrances, by way of inheritance.

AND WHEREAS said said Rathindranath Sarkar, the first party is entitled to an undivided half share of and in the property mentioned and described in the Schedule 'A' hereunder and the said Smt. Pratima Sen, the second party is entitled to an undivided half share of and in the property in the Schedule 'A' hereunder written.

AND WHEREAS for the purpose of partition and/or division of the said property into separate lots in accordance with the respective share of the parties as aforesaid and for more convenient and exclusive possession and better use, occupation and enjoyment of the divided portion ~~xx~~ the said first party and second party have

mutually agreed and decided to have the said property partitioned by metes and bounds in the manner hereinafter appearing vizz. the said 1st party Rathindranath Sarkar shall accept the properties set out in the Schedule 'B' hereunder written and the second party Pratima Sen shall accept the properties described in the Schedule 'C' hereunder written as their exclusive properties in ~~in~~ lieu of their respective shares in the joint estate.

AND WHEREAS the property has been proportionately valued by way of mutual agreement and consent of Rs.1,00,000/- (rupees one lakh only) only for Rathindranath Sarkar, mentioned in the Schedule 'B' specifically shown and described as in the site map or plan hereto annexed and Rs. 1,00,000/- (rupees one lakh only) for Pratima Sen, mentioned in the Schedule 'C' specifically shown and described in the site map or plan hereto annexed and appropriate non-judicial stamp fee for the purpose of this Indenture have been used.

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 ~~in~~ transfers and release hereunder effected the said second party hereby and hereunder grant convey transfer assure assign confirm and release unto the first party Rathindranath Sarkar all that the property or properties set forth in the Schedule 'B' hereunder written together with all areas, sewers, drains, lights, liberties, easements, appendages and appurtenances whatsoever so as to constitute the said first party the sole and absolute owner of the

the property ~~xxx~~ comprised in the Schedule 'B' hereunder freed and discharged from all rights in common and all claims ,demands and whatsoever of the parties of the other part concerning the same and TO HAVE AND TO HOLD the same absolutely and forever in fee simple in severally against the second party.

2. That in persuance 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 release hereunder effected, the said first party hereby and hereunder grant convey transfer assure assign confirm and release unto the second party all that the property set forth in the schedule 'C' hereunder written together with all areas, sewers, drains , lights, liberties , easements , appendages and appurtenances whatsoever so as to constitute the said Second party Pratima Sen the sole and absolute owner of the property comprised in the Schedule 'C' hereunder freed and discharged from all rights in common and all claims demands and whatsoever of the parties of the other part concerning the same and TO HAVE AND TO HOLD the same absolutely and forever in fee simple in severally against the said first party.

AND WHEREAS this partition shall not be re-opened nor challenged except under any circumstances by reason of any manifest error or omission whatsoever when 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 commission.

SCHEDULE 'A' REFERRED TO ABOVE

ALL THAT piece and parcel of land measuring more or less
9 (nine) cottas 11 (eleven) chittaks 08 (eight) sft.
which is lying and situate in the District of 24-parganas
south, comprised in dag no. 196/398 (danga land) and dag
no. 197 (bastu land) under C.S. khatian no. 270 and R.S.
khanda khatian no. 748, J.L.no. 36, District collectorate
touzi no. 109 in Mouja- Harinavi Police station and
Sub-registration office at Sonarpore, including all
sorts of easement rights over the common passage.

SCHEDULE - 'B' HEREIN REFERRED TO ABOVE

Allotted to Sri Rathindranath Sarkar, first party

Valued at Rs. 1,00,000/-

All that piece and parcel of Bastu land measuring more or
4 (four) cottas 6 (six) chittaks 17 (seventeen) sft.
which is lying and situate in the district of 24-parganas south,
Police station and Sub-registration office at Sonarpore,
comprised in dag no. 197 under C.S. Khatian no. 270 and
R.S. khanda khatian no. 748, J.L.no. 36, district
collectorate touzi no. 109 in Mouja- Harinavi, including all
sorts of easement rights over the common passage, which is
morefully shown and delineated in the site map or plan with
Blue border line, as part and parcel of this Indenture, which
is butted and bounded by -

On the north - part of dag no. 197.
On the south - part of dag no. 198 and 200.
On the East - Mitra para 2nd lane.
On the West - part of dag no. 197 .

SCHEDULE 'C' REFERRED TO ABOVE

Allotted to Smt. Pratima Sen, the second party.

Valued at Rs. 1,00,000/-

All that piece and parcel of danga land measuring more or less 5 (five) cottas 4 (four) chittaks 36 (thirty six) sit. which is lying and situate in the district of 24-parganas south, Police station and S.R.O. Sonarpore, comprised in dag no. 196/398 under C.S. khatian no. 270 R.S. khanda khatian no. 748, J.L.no. 36, District Collectorate touzi no. 109 in Mouja- Harinavi, including all sorts of easement rightse over the common passage, which is specifically shown and delineated in the site map or plan with Green border line, as part and parcel of this Indenture, which is butted and bounded by -

ON THE NORTH - part of dag no. 196/398
ON THE SOUTH - part of dag no. 197 and 196/398
ON THE EAST - part of dag no. 415.
ON THE WEST - N.S . Road.

IN WITNESS WHEREOF the parties hereunto set and
subscribe their hands and seals on the day month and year
first above written.

SIGNED SEALED & DELIVERED
IN PRESENCE OF WITNESSES

1. Sonu h skur
2A/3 Hazra Bagchandam
Calcutta - 15

Sri Rathindra Nath Sarkar

SIGNATURE OF FIRST PARTY

2. Juthika Bhoomick
Basali, 24 Pp (S)

Protima Sen

SIGNATURE OF SECOND PARTY

Typed by me-

Tapan K. Nath
T. K. Nath Alipore

Drafted by me-

Soumath Mukherjee
Asst.
15/01/85

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Registrar U/S 7 (2) of
Assurances, Calcutta

6/2/95



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