

03372/2010

4177



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



मो. 29/20/10 744333
Conveyance 13416/
Partition Agreement 875019/

Additional Registrar of Assurances
Kolkata

PARTITION DEED

Certified that the Document is
Registration the Signature and
endorsement are the part of this document.

Additional
of Assurances
7.04.10

THIS DEED OF PARTITION is made this 7th day of April,
2010;

BETWEEN

SRI CHANDAN DAS, son of Late Bijay Krishna Das, by occupation
– Service, by faith – Hindu, by Nationality – Indian, residing at
287/A H.B. Town Road No. 6, P.O. Sodepur, P.S. Khardah,
Kolkata 700110, of the **FIRST PART**.

A N D

SMT KUM KUM SEN NEE DAS, wife of Sri Sajal Sen, Daughter of Late Bijay Krishna Das, by occupation – Housewife, by faith – Hindu, by Nationality – Indian, residing at Birpara, P.O. Birpara, District North 24 Parganas, of the **SECOND PART**.

WHEREAS the mother of the parties herein namely Smt. Santoshini Das purchased a piece or parcel land measuring about 2 cottah 8 chittak as scheme plot no. A/7/1 lying and situated at Mouza – Natagarh, J.L. No. 15, R. S. No. 101, Touzi No. 155, comprised in Dag Nos 2019 & 2020, under Khatian Nos 345 & 160, P.S. khardah, District – North 24 Parganas, A.D.S.R. Barrackpur, within Local limits of Panihati Municipality, under ward no. 31, holding no. 8 H.B. Town Road, by virtue of a Deed of Conveyance dated 25.04.1985, registered in the office of the Sub-Registrar Barrackpur, and copied in Book No. I, Volume No. 46, Pages from 85 to 96, Being No 2428 for the year 1985 from Sri Mrinal Kanta Chakraborty Son of Dharani Kanta Chakraborty resident of Muralidharpally P.O. Sodepur, District – North 24-Parganas.

AND WHEREAS subsequently said Santoshini Das died intestate on 17.09.1997 leaving behind her husband namely Bijay Krishna Das, one son namely Chandan Das (the First Part herein) and one

daughter namely Kum Kum Sen (Das) (the Second Part herein) as her legal heirs and survivors as per provision of Law of Hindu Succession Act. 1956, they inherited the said property left by Santoshini Das.

AND WHEREAS after that said Bijay Krishna Das died intestate on 03.12.2005 leaving behind his only son i.e. the First Part herein and only daughter i.e. the Second Part herein, as his legal heirs and survivors.

AND WHEREAS after the death of their mother & father the parties are entitled to an undivided equal half share of and in all the properties described in the First Schedule hereto.

AND WHEREAS for the purpose of partition and/or division of the said properties into separate lots in accordance with the respective shares of the parties as aforesaid and for more convenient and exclusive possession and better use occupation and enjoyment of the divided portions the said Chandan Das & Kum Kum Sen have mutually agreed and decided to have the said properties partitioned by metes and bounds in the manner hereinafter appearing, viz, that the said Chandan das shall accept the properties mentioned in the Second Schedule hereto out in the First Schedule, the said Kum Kum Sen shall accept the properties mentioned in the Third Schedule hereto out of the First Schedule

as their exclusive properties in lieu of their respective shares in the joint estate all questions as to accounts and mutual dealings having been waived **AND WHEREAS** on the basis of the values of the properties in the Schedule are Rs.10,00,000/=, Rs.5,00,000/= and Rs.5,00,000/= respectively

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. That in pursuance of the consideration of the absolute ownership acquired by the parties in respect of the allotments hereunder made under and by virtue of mutual transfer and releases hereunder effected, the said second Part hereby and hereunder grant, convey, transfer assure, assign, confirm and release unto the said Chandan Das **ALL THAT** the property (or properties) set forth in the second Schedule hereto together with all areas, sewers, drains, water, water courses, lights, liberties, easements, appendages and appurtenances whatsoever so as to constitute the said Candan Das the sole and absolute owner of the property (or properties) comprised in the said Second Schedule freed and discharged from all rights in common and all claims, demands whatsoever of the party of the second part concerning the same and **TO HAVE AND TO HOLD** the same absolutely and for ever in fee simple in severalty against the said second part.

2. That in pursuance of the consideration of the absolute ownership acquired by the parties in respect of the allotments hereunder made under and by virtue of mutual transfer and releases hereunder effected, the said first Part hereby and hereunder grant, convey, transfer assure, assign, confirm and release unto the said Kum Kum Sen (Das) **ALL THAT** the property (or properties) set forth in the third Schedule hereto together with all areas, sewers, drains, water, water courses, lights, liberties, easements, appendages and appurtenances whatsoever so as to constitute the said Kum Kum Sen (Das) the sole and absolute owner of the property (or properties) comprised in the said third Schedule freed and discharged from all rights in common and all claims, demands whatsoever of the party of the first part concerning the same and **TO HAVE AND TO HOLD** the same absolutely and for ever in fee simple in severalty against the said first part.

AND this deed furthermore witnessed as follows:

- (a) That the said Party of the First Part herein shall have the custody and possession of all the documents of title as also the original of this deed and will at the request and costs of either second Party, his 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

2. That in pursuance of the consideration of the absolute ownership acquired by the parties in respect of the allotments hereunder made under and by virtue of mutual transfer and releases hereunder effected, the said first Part hereby and hereunder grant, convey, transfer assure, assign, confirm and release unto the said Kum Kum Sen (Das) **ALL THAT** the property (or properties) set forth in the third Schedule hereto together with all areas, sewers, drains, water, water courses, lights, liberties, easements, appendages and appurtenances whatsoever so as to constitute the said Kum Kum Sen (Das) the sole and absolute owner of the property (or properties) comprised in the said third Schedule freed and discharged from all rights in common and all claims, demands whatsoever of the party of the first part concerning the same and **TO HAVE AND TO HOLD** the same absolutely and for ever in fee simple in severalty against the said first part.

AND this deed furthermore witnessed as follows:

- (a) That the said Party of the First Part herein shall have the custody and possession of all the documents of title as also the original of this deed and will at the request and costs of either second Party, his 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.

(b) That no party shall be entitled to any easements or quasi easements over the allotments made to the both parties which are all hereby extinguished.

(c) The parties shall enter upon their respective allotments and hold, possess and enjoy the same in severalty absolute against each other without any claim, demand or interruption whatsoever.

(d) Each party 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.

(e) That none of the parties shall be entitled to sell or otherwise transfer his allotment to a stranger unless he/she has first offered the same to the other party and in cases only when he/she have refused to take the same at the best available market price.

(f) That both the parties herein shall have right to ingress and egress of the property mentioned in the schedule first herein below.

(g) This partition shall not be reopened nor challenged under any circumstances by reason of any error or omission whatsoever, but the parties shall execute and register such further deed or deeds or writings as may be necessary to rectify the error or errors or implement the omission or commissions.

The First Schedule above referred to

ALL THAT piece or parcel land measuring about 2 cottah 8 chittak together with two storied building measuring about 1670 square feet (835 sq. ft. each floor) as scheme plot no . A/7/1, out of 5 cottah land, lying and situated at Mouza – Natagarh, J.L. No. 15, R. S. No. 101, Touzi No. 155, comprised in Dag Nos 2019 & 2020, under Khatian Nos 345 & 160, within Local limits of Panihati Municipality, under ward no. 31, holding no. 8 H.B. Town Road, P.S. khardah, District – North 24 Parganas, A.D.S.R. Barrackpur and butted and bounded by –

ON THE NORTH : H/o Asha Purna Nath & Ors.

ON THE SOUTH : H/o Chittaranjan Das

ON THE EAST : H/o Santa Chowdhury

ON THE WEST : 30'-0" wide H.B. Town Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of undivided $\frac{1}{2}$ share of land 2 cottah 8 chittak together with two storied building measuring about 1670 square feet (835 sq. ft. each floor) standing thereon i.e. **1 cottah 4 chittack of Land and 835 Sq. Ft. Ground floor portion of Building** which is shown and delineated as **LOT - A**, in the plan annexed hereto and boundary line marked by colour **RED** out of First Schedule property, lying and situated at Mouza - Natagarh, J.L. No. 15, R. S. No. 101, Touzi No. 155, comprised in Dag Nos 2019 & 2020, under Khatian Nos 345 & 160, within Local limits of Panihati Municipalty, under ward no. 31, holding no. 8 H.B. Town Road, P.S. khardah, District - North 24 Parganas, A.D.S.R. Barrackpur.

THE THIRD SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of undivided $\frac{1}{2}$ share of land 2 cottah 8 chittak together with two storied building measuring about 1670 square feet (835 Sq. Ft. each floor) standing thereon i.e. **1 cottah 4 chittack of Land and 835 sq.ft. First floor portion of Building** which is shown and delineated as **LOT - B**, in the plan annexed hereto and boundary line marked by colour **GREEN** out of First Schedule property, lying and situated at Mouza - Natagarh, J.L. No. 15, R. S. No. 101, Touzi No. 155, comprised in Dag Nos 2019 & 2020, under Khatian Nos 345 & 160, within Local limits of Panihati Municipalty, under ward no. 31, holding no.8 H.B. Town Road, P.S. khardah, District - North 24 Parganas, A.D.S.R. Barrackpur.

IN WITNESS WHEREOF the parties hereto have executed these presents in triplicate on the day, month and year first above-written.

SIGNED, SEALED AND DELIVERED

by Chandan Das in the presence of:

1. Suman Sengupta
P.C. Road
KOL - 111

Chandan Das.

SIGNATURE OF THE FIRST PARTY

2. *Bhramita Pal*
2/2A, Dr. P.M. Lane.
KOL - 85

SIGNED, SEALED AND DELIVERED by

Kum Kum Sen nee Das in the presence of:

1. Suman Sengupta
P.C. Road
KOL - 111

Kum Kum Sen

SIGNATURE OF THE SECOND PARTY





2. *Bhramita Pal*
2/2A, Dr. P.M. Lane.
KOL - 85

Drafted by
Nilim Das, Advocate
WB/429/81
High Court Kolkata.

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A. R. A. - II KOLKATA, District- Kolkata
Signature / LTI Sheet of Serial No. 03372 / 2010, Deed No. (Book - I , 04177/2010)
Signature of the Presentant

| Name of the Presentant | Signature with date |
|------------------------|-----------------------------------|
| Chandan Das | <i>Chandan Das.</i> 07/04/2010 |

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

| Sl No. | Admission of Execution By | Status | Photo | Finger Print | Signature |
|--------|--|--------|---|---|---------------------|
| 1 | Chandan Das Address -287/ A, H B Town Road No. 6, Kol, Thana:-Khardaha, District:-North 24-Parganas, WEST BENGAL, India, P.O. :-Sodepur Pin :-700110 | Self |  07/04/2010 |  LTI 07/04/2010 | <i>Chandan Das.</i> |
| 2 | Kum Kum Sen Nee Das Address -Birpara, Kol, District:-North 24-Parganas, WEST BENGAL, India, P.O. :-Birpara | Self |  07/04/2010 |  LTI 07/04/2010 | <i>Kum Kum Sen</i> |

Name of Identifier of above Person(s)

Susanta Patra
2/2 A, Dr. P. M. Lane, Kol, Thana:-Beliaghata,
District:-South 24-Parganas, WEST BENGAL, India,
P.O. :- Pin :-700085

Signature of Identifier with Date

Susanta Patra
07/04/10.





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

Endorsement For Deed Number : I - 04177 of 2010
(Serial No. 03372 of 2010)

On 07/04/2010

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 : 23,45,5 of Indian Stamp Act 1899.

Payment of Fees:

Fee Paid in rupees under article : A(1) = 9768/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 07/04/2010

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 for Partition Amount has been assessed at Rs.- 875019/-, for Conveyance Amount has been assessed at Rs.- 13416/- for the chargeability of the stamp duty and registration fees.

Certified that the required stamp duty of this document is Rs.- 5190 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 200/- is paid 50019807/04/2010 State Bank of India, SHAMBAZAR, received on 07/04/2010

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

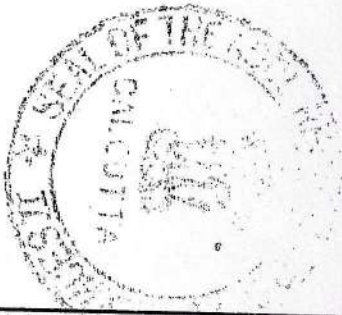
Presented for registration at 13.39 hrs on :07/04/2010, at the Office of the A. R. A. - II KOLKATA by Chandan Das , one of the Executants.

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

Execution is admitted on 07/04/2010 by

1. Chandan Das, son of Late Bijay Krishna Das , 287/ A, H B. Town Road No. 6, Kol, Thana:-Khardaha, District:-North 24-Parganas, WEST BENGAL, India, P.O. :-Sodepur Pin :-700110 , By Caste Hindu, By Profession : Service
2. Smt Kum Kum Sen Nee Das, wife of Sajal Sen , Birpara, Kol, District:-North 24-Parganas, WEST BENGAL, India, P.O. :-Birpara , By Caste Hindu, By Profession : House wife

Identified By Susanta Patra, son of Prafulla Patra, 2/2 A, Dr. P. M. Lane, Kol, Thana:-Beliaghata, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700085 , By Caste: Hindu, By Profession: Business.



(Tarak Baran Mukherjee)
ADDL. REGISTRAR OF ASSURANCES-II

7.04.10 (Tarak Baran Mukherjee)
ADDL. REGISTRAR OF ASSURANCES-II
EndorsementPage 1 of 1

07/04/2010 13:56:00

E PLAN OF LAND AT MOUZA-NATAGARI, J.L. NO-15, R.S. J-101, DAG NO- 2019, 2020, KHATAN NO-345, 160, P.S.-HOLA, DIST- 24 PGS(NORTH) UNDER PANIHATI MUNICIPALITY, WARD NO-31.

SCALE-1"=16'-0"

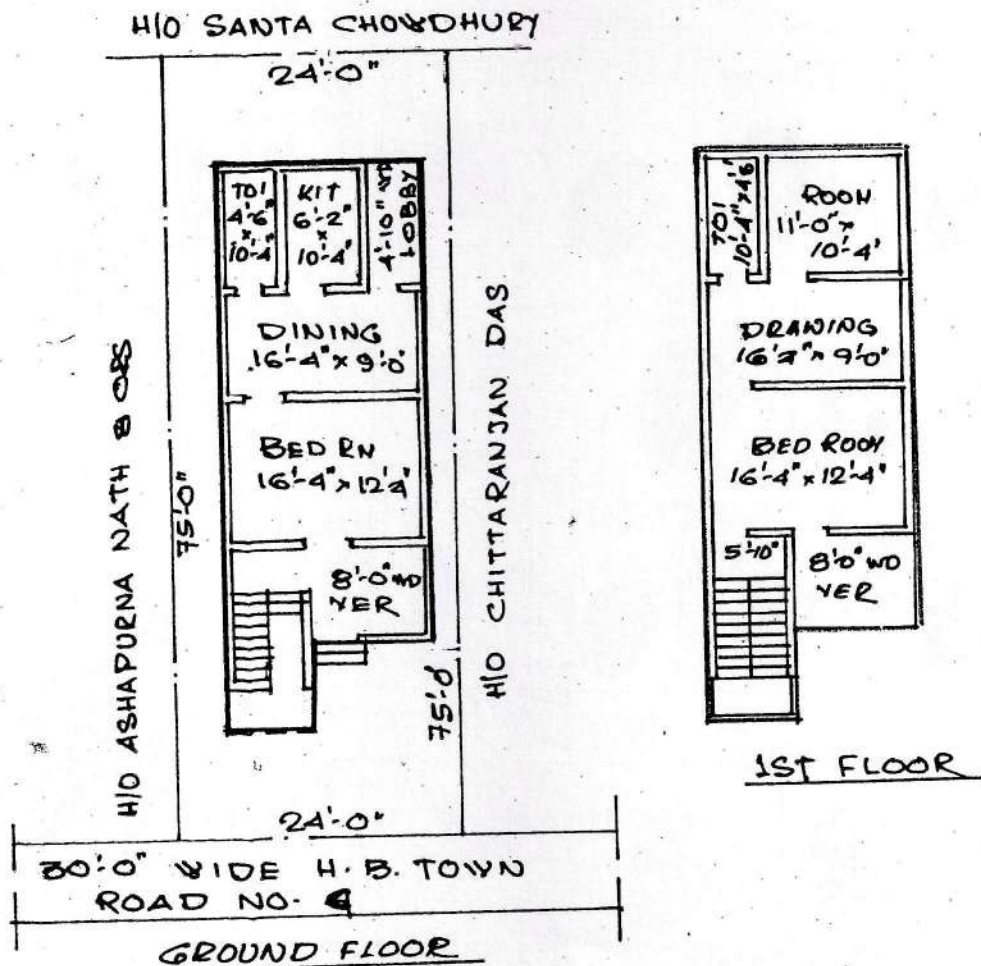
TOTAL LAND AREA- 2K 8CH 0SFT

TOTAL COVERED AREA- 835x2= 1670SFT

LOT-A- GR. FL- 835 SFT WITH UNDIVIDED 1/2 SHARE OF LAND- 1K 4CH 0SFT

LOT-B- 1ST FL- 835 SFT WITH UNDIVIDED 1/2 SHARE OF LAND- 1K 4CH 0SFT

N



Chandan Das.

SIGNATURE OF LOT-A

Kumkum Sen

SIGNATURE OF LOT-B

Traced By: [Signature]

SPECIMEN FORM FOR TEN FINGERPRINTS

PHOTO

| | | | | | |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb |
| | | | | | |
| Right Hand | Thumb | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| | | | | | |



Chandan Das

| | | | | | |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb |
| | | | | | |
| Right Hand | Thumb | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| | | | | | |



Rumkun Sen

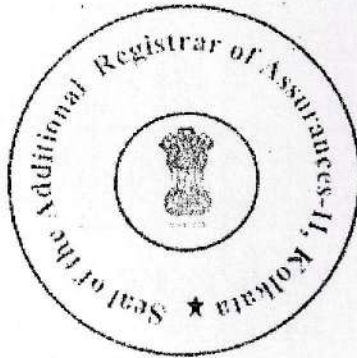
| | | | | | |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb |
| | | | | | |
| Right Hand | Thumb | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| | | | | | |

PHOTO

| | | | | | |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb |
| | | | | | |
| Right Hand | Thumb | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| | | | | | |

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 12
Page from 1715 to 1729
being No 04177 for the year 2010.



(Tarak Baran Mukherjee) 07-April-2010
ADDL REGISTRAR OF ASSURANCES-II
Office of the A. R. A. - II KOLKATA
West Bengal