

SRI BALARAM MUKHERJER 123558 ADVOCATE Supreme Court Of India 101, B K. Paul Avenue Calcutta_70005 BURANJAN MUKRERJER Licensed Stamp Vendor trespect of Registration of Robics and Registration of Robics Registration of Robics Registration of Robics Robics Registration of Robics Robi 16.2. 2000 Latte De Son of Szi Swif Kv. Dey-2 fy 1 B Gracift Street 16.2-2000 occupation - Survive



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P.S. Chitpur, Calcutta - 700 004 (which expression shall unles excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, representatives, and / or assigns) hereinafter referred to as the party of the ONE PART A N D SRI SUNIL KUMAR DEY son of the said Late Upendra Nath Dey by religion Hindu by occupation business residing at No. 22/2/18, Mahatma Sisir Kumar Sarani, Calcutta - 700 004 (which expression shall unles excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, representatives and / or assigns) hereinafter referred to as the party of the OTHER PART.

WHEREAS by a conveyance dated 14th day of December 1983 the parties of the one part and the other part purchased a house property on a piece and parcel of land measuring about 3 Cotahs 5 Chittaks 14 Sq. Ft. be the same a little more or less being premises no. 22/2/18, Mahatma Sisir

Smil Kumar Dey

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Kumar Sarani, (formerly known as Galiff Street) Calcutta - 700 004 from one Smt. Rama Roy wife of Harinath Roy and registered with the office of Registrar of Assurance, Calcutta in Book No. I Volume No. 339 Pages 278 to 285 Being No. 12876 the year 1983 for valuable consideration.

A N D WHEREAS the parties hereto got a plan sanctioned and had started construction on the said plot and the said construction is still incomplete

A N D WHEREAS due to paucity of fund the parties are dwelling in the said incomplete structure

A N D WHEREAS the said property is the dwelling house of the parties herein.

A N D WHEREAS the parties hereto are the sole and absolute owners of the said premises no. 22/2/18, Mahatma Sisir Kumar Sarani, Calcutta - 700 004 each having an equal undivided moiety or one-half share in it.

Anil Kumar Dey Sunil Kumar Dey ADVOCATE

Supreme Court Of India

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A N D WHEREAS since the parties are growing old they want to make a clear division of their property so that it will be convenient for their heirs to deal with the same in the manner they would like in future.

Partition of the said property between them and have prepared a partition plan in respect of the said property whereby the said property has been divided into two lots and it has been agreed between the parties hereto that divided southern portion of the said property being lot "A" as shown in the said plan be alloted to the said Sri Anil Kumar Dey the party hereto of the ONE PART in lieu of his undivided one half share in the said property and the undivided Northern portion of the property being lot "B" as shown in the said plan is to be alloted to the said Sri Sunil Kumar Dey the party hereto of the OTHER PART in lieu of he undivided one half share in the said property.

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SRI BALARAM MUKHERIM
ADVOCATE

Supreme Court Of India
161, B K. Paul Avenue
Calcutta-700005

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A N D WHEREAS for the purpose of division of the said property into seperate lots in accordance with the respective share as aforesaid and for more convenient and exclusive posession and better enjoyment of the divided portions the parties have mutually agreed and decided to have the said property partitioned by metes and bounds in the manner hereinafter appearing viz. that Sri Anil Kumar Dey the party of the one part shall accept the properties set out in schedule 'B' and marked as lot 'A' in the map annexed to the deed and marked in colour GREEN while Sri Sunil Kumar Dey the party of the other part shall accept the property set outin schedule 'C' marked as Lot 'B' and shown in RED border in the said map annexed to and formed a part of this deed.

For the purpose of stamp duty the entire property being premises no. 22/2/1B, Mahatma Sisir Kumar Sarani, Calcutta 700 004 has been valued at Rs.5,00,000/= (Rupees Five Lakh) only

Sunil Kumer Dey



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A N D WHEREAS for the purpose of division of the said property into seperate lots in accordance with the respective share as aforesaid and for more convenient and exclusive posession and better enjoyment of the divided portions the parties have mutually agreed and decided to have the said property partitioned by metes and bounds in the manner hereinafter appearing viz. that Sri Anil Kumar Dey the party of the one part shall accept the properties set out in schedule 'B' and marked as lot 'A' in the map annexed to the deed and marked in colour GREEN while Sri Sunil Kumar Dey the party of the other part shall accept the property set outin schedule 'C' marked as Lot 'B' and shown in RED border in the said map annexed to and formed a part of this deed.

For the purpose of stamp duty the entire property being premises no. 22/2/1B, Mahatma Sisir Kumar Sarani, Calcutta 700 004 has been valued at Rs.5,00,000/= (Rupees Five Lakh) only

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AAA. Breeding

Region of June 20



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: NOW THIS DEED WITNESSESS as follows :

1. That in pursance of the said agreement and in consideration of the absolute ownership acquired by the parties in respect of the allotment hereunder made under and by virtue of mutual transfers and releases hereunder effected, the said Sri Anil Kumar Dey, the party of the ONE PART hereunder grants conveys transfers assures assigns confirms and releases unto the party of the OTHER PART ALL THAT the areas, sewears, drains, water, water connections, light, liberties, easements appendages and appurtenances whatsoever so as to constitute the said northern portion of premises no. 22/2/1B, Mahatma Sisir kumar Sarani, Calcutta 700 004 the soile and absolute owner of the property comprised in the said Schedule `C ' free and discharged from all rights in common and all claims demands whatsoever of the party of the ONE PART concerning the same and TO HOLD the same in severalty and absolutely and forever.

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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 under and by virtue of the mutual transfers and releases hereunder effected, the said Sri Sunil Kumar Dey, the Party of the Other Part hereunder grants, conveys, transfers, assures assigns confirms and releases unto the Party of the One Part All That the areas, swears, drains, water, water courses, light, liberties, easements, appendages and appurtenances whatsoever so as to constitute the said Southern portion of premises 22/2/18, Mahatma Sisir Kumar Sarani, Calcutta 700 004 the sole and alsolute owner of the comprises in schedule 'B' and discharged from all rights in common whatsoever of the party of the Other Part concerning the same and the same is severalty and absolutely and forever.

AND it is mutually hereby further agreed between the parties hereto as follows: --

- a) Within a year from the date of these presents the parties hereto shall make their respective portions seperate and independent in all respect.
- shall be entitled to use the water, drain, and electricity of the said property from the date of these presents in the same manner as they had been doing so long as joint owners of the premises.
- c) Each of the parties hereto shall give his consent, co-operation and facilities to the other as may be required by him for the purpose of making his portion seperate and independent from the other portion.
- d) The original of these presents shall remain with Sri Anil Kumar Dey the party hereto of the One part and the certified copy thereof shall remain with Sri Sunil Kumar Dey the party hereto of the Other Part.

And Kumar Dey Sumi Zumar Deg of the Calcutta Municipal Corporation, the parties will bear the taxes equally w.e.f. 01-04-2000.

i) Till such time the parties hereto get their seperate sewerage line, drain line, electric line, connection of drinking water in their own postion the existing system will continue and parties will bear equally the cost of the same.

: SCHEDULE 'A' ABOVE REFERENCED 10 :

ALL THAT piece and parcel of land measuring (3) Three Cottahs (5)

) Five Chittaks (4) Fourteen Sq. Ft.togetherwith partly one storied and partly one storied with mazzanine floor structures standing thereon being Municipal premises number 22/2/18, Mahatma Sisir Kumar Sarani, P. S. Chitpur, Calcutta 700 004 and butted and bounded as follows:

On the North : By Mahatma Sisir Kumar Sarani (Formerly Galiff Street)

On the East : By Premises No. 22/2/2A, Mahatma Sisir Kumar Sarani

On the South : By Premises No. 1, Nanda Kishore Street.

On the Wast : By Premises of 22/2/1A, Mahatma Sisir Kumar Sarani

: SCHEDULE 'B' ABOVE REFERENCED TO :

ALL THAT piece and parcel of land measuring (2) TWO Cottahs (2) TWO Chittaks (33) THIRTY THREE sq. ft. together with one storied structure standing thereon, being Municipal premises number 22/2/1B, Mahatma Sisir Kumar Sarani, Calcutta 700 004 and butted and bounded as follows:

On the North: By Northern portion of premises no. 22/2/18, Mahatma Sisir Kumar Sarani (Formerly known as Galiff Street)

On the East : By Premises No. 22/2/2A, Mahatma Sisir Kumar Sarani

Un the South : By Premises No. 1, Nanda Kishore Street.

On the West : By Premises no. 22/2/1A; Mahatma Sisir Kumar Sarani

and delineated in the annexed map or plan and marked with colour GREEN in

lot A

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: SCHEDULE 'C * ABOVE REFERENED TO :

ALL THAT piece and parcel of land measuring (1) ONE Cottahs (2)
TWO Chittaks (26) TWENTY SIX Sq. Ft. together with one storied structure

including mazzanine floor standing thereon being Municipal premises number

22/2/18, Mahatma Sisir Kumar Sarani, Calcutta 700 004 and butted and bounded as follows:

On the North: By Mahatma Sisir Kumar Sarani (Formerly Galiff Street)

On the East : By Premises No. 22/2/2A, Mahatma Sisir Kumar Sarani

On the South : By Southern portion of premises no. 22/2/18, Mahatma Sisir

Kumar Sarani

On the West : By Premises no.22/2/1A, Mahatma Sisir Kumar Sarani

and delineated in the annexed map or plan and marked with colour RED in lot B

SCHEDULE ' D ' ABOVE REFERRED TO :

1. DEED OF CONVEYANCE DATED 13TH MARCH 1981 REGISTERED IN THE OFFICE OF THE REGISTRAR OF ASSURANCE, CALCUTTA IN BOOK NO. I , VOLUME NO. 339 PAGES 278 TO 285 BEING NO. 12876 FOR THE YEAR 1983 BETWEEN SMT. RAMARDY AND SRI ANIL KUMAR DEY AND SUNIL KUMAR DEY

SCHEDULE 'E' ABOVE REFERRED TO :

All that underground drainage line serving at present for both the lots will be in common so long the party of the other part does not get the same seperated from The Calcutta Municipal Corporation.

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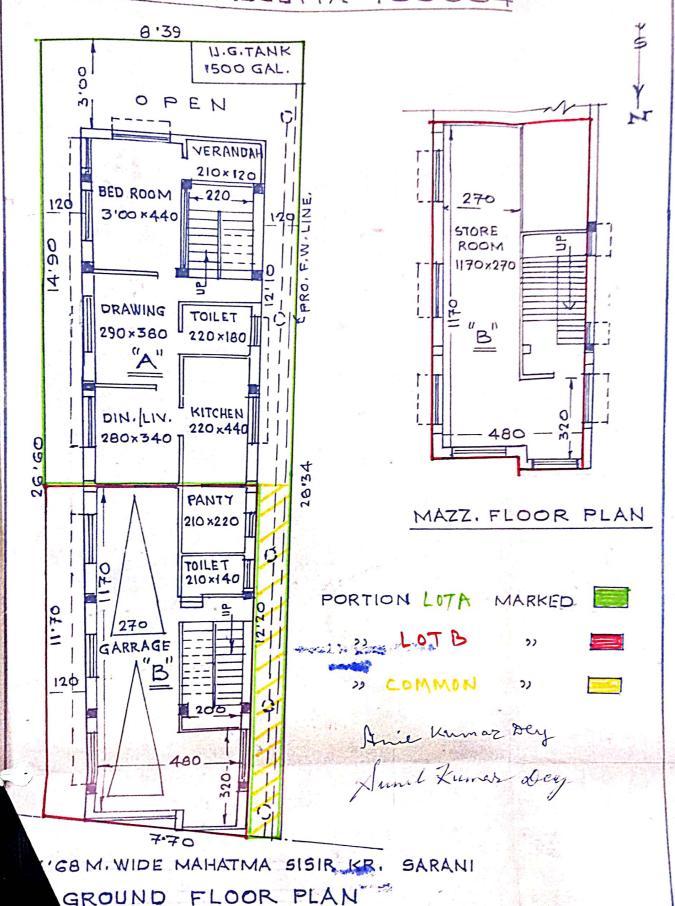
14/02/04



AMI, Engineer of Assessment

16.2.2000

PARTITION PLAN OF PREMISES NO. 22/2/1B, MAHATMA SISIR KUMAR SARANI. CALCUTTA-700004



DATED THIS 16th DAY OF FEBRUARY, 2000

DETWEEN

SRI ANIL KUMAR DEY

AND

SRI SUNIL KUMAR DEY

DEED OF PARTITION

in respect of PREMISES NO. 22/2/186, MAHATMA SISIR KUMAR SARANI, CALCUTTA 700 004.

BALARAM MUKHERJEE
ADVOCATE
SUPREME COURT OF INDIA
161, B. K. PAUL AVENUE,
CALCUTTA 700 005.
PHONE: 554-1157
554-1627 TELEFAX

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