



Admissible under rule 21
 also under Section... of the
 Act, 1953/N. A. T. Act, 1943
 stamped (or exempted) or done
 stamp duty
 Indian Stamp Act, 1899,
 Bengal Stamp Amendment Act, 1977
 Schedule I A No. 115
 Fee Paid

45
 A 192-50
 1-50
 195-50

2

Ajit Kumar Kundu
 Ranjita
 Ranajit Kumar Kundu
 20th March 1974

A 198/50
 21/50
 30/26/74

REGISTRAR, DEED OF PARTITION.

This Deed of Partition is made this the 30th day of March, 1974

Between

1. Sri Ajit Kumar Kundu, son of late Shrish Chandra Kundu by occupation businessman, by caste Hindu, residing at Vivekanandapalli, Siliguri Town, post office, Police Station, Subdivision and Subregistry office Siliguri, District Darjeeling, hereinafter called the First party (which expression shall mean & include unless excluded by or repugnant to the subject or context his heirs, executors, representatives & assigns) of the First party.

And

2. Sri

Total value of property -
 Rs. 46,719/-
 Value of each Share -
 Rs. 15,57 3/-

31/40
 ps. Siliguri
 -2-

107 604.0 - 12/3/24



8th Ajit Kumar Kundu
384/-
Stamp, West Bengal

100 x 3 = 300.00
75 x 1 = 75.00
9 x 1 = 9.00

12-30/4

5384.00

Presented for Registration
on the 30th day of March 1974.
at the Siliguri Sub-Registry Office
Ajit Kumar Kundu
Claimant / attorney

Clerk-in-Charge,
Sub-Treasury (Stamp Deptt)
Siliguri.

307/3
3461

Ajit Kumar Kundu

3462

Ranjit alias
Ranjit Kumar Kundu

3463

20500 20500 20500

Samarendra
NATH Suman

- 1) Ajit k. Kundu
- 2) Subodh k. Kundu
- 3) Ranjit k. Kundu

Sub-Treasury, Siliguri

Business

Samarendra Nath Suman
Don
of
Vice
Profession

Handwritten signature

100 Rs.



2.

*Ajit Kumar Kundu
Ranjit alias
Rajy Rajit Kundu
2007-2008-2009*

2. Sri Indrajit Kumar Kundu, son of late Shrish Chandra Kundu, by occupation businessman, by caste Hindu, residing at Vivekanandapalli, Siliguri Town, post office, police Station, Subdivision and Subregistry office Siliguri, District Darjeeling, hereinafter called the Second party (which expression shall mean & include unless excluded by or repugnant to the subject or context his heirs, executors, representatives & assigns) of the second part,

And

3. Sri



3.

*Ajit Kumar Kundu
Ranjit alias
Ranjit Kumar Kundu
B-120, Barabazar*

3. Sri Ranjit Kumar Kundu, son of late Shrish Chandra Kundu, by occupation service-holder, by caste Hindu, residing at Vivekanandapalli, Siliguri Town, post office, Police Station, Subdivision and Subregistry office Siliguri District Darjeeling, hereinafter called the Third Party (which expression shall mean & include unless excluded by or repugnant to the subject or context his heirs, executors representatives & assigns) of the Third Part.

WH^{EREAS}

75Rs.



4.

Handwritten notes:
At the time of the
Kanshi alias
Kanshi alias
2-11-50-3-1-1

WHEREAS Shrish Chandra Kundu, now deceased, the father of the First, Second & Third Parties, acquired all that piece or parcel of homestead land measuring more or less 10 ten cottahs situate in Vivekanandapalli (Hakimpara) appertaining to & forming part of Gajalsingh Jote in Siliguri Town, formerly of Mouza Dabgram at present of Siliguri, pargana Baikunthapur, J.L. No.110 one one zero (New 88 eighty-eight) recorded in Khatian No.4992 four nine nine two bearing Dag or Plot No.10264 one zero two six four, Police Station, post office, Subdivision & Subregistry office Siliguri, District Darjeeling, by a registered Deed of Lease dated 11.3.48 registered in Siliguri Sub-Registry office in Book No.1 one, Volume No.12 twelve, Pages 102 one zero two to 103 one zero three Being No.856 eight five six for the year 1948 Nineteen Hundred Forty-eight

And



Page 5.

Handwritten notes:
 1st Party
 2nd Party
 3rd Party

~~XXXXXXXXXXXXXXXXXXXX~~

WHEREAS after the demise of the said Shrish Chandra Kundu, the parties hereto became the absolute owners in possession thereof as the only legal heirs of the said deceased & mutated their names with respect to the said property in Revenue Department & their names have been recorded in Settlement Survey Records,

And

WHEREAS the parties hereto have thereafter constructed their residential houses on the aforesaid land jointly & have been residing therein as joint & co-owners of the said land & houses bearing Siliguri Municipal Holding No. 306 three zero six of Ward No. VII seven,

And

WHEREAS the said parties have agreed to partition the said land & all constructions thereon amongst themselves and for such purposes have agreed to divide the said land & constructions thereon in the manner & as described in the schedules I, II & III below & as

6.

Handwritten notes:
H. J. Kumar
H. J. Kumar
H. J. Kumar
H. J. Kumar

delineated & shown in the map or plan annexed herewith forming part of this Deed & agreeing, dividing and allotting one part marked A coloured red comprising an area of .077 point zero seven seven acre to the First party with the constructions thereon as shown & delineated in the plan annexed herewith marked A coloured red and the second part marked B coloured yellow comprising an area of .038 point zero three eight acre to the Second party with constructions thereon as shown & delineated in the plan annexed herewith and the Third part marked C coloured Chocolate comprising an area of .058½ point zero five eight & half acre to the Third party with constructions thereon as shown & delineated in the plan annexed herewith

And

WHEREAS the value of the land - the subject matter of Partition is Rs. 30,000/- rupees thirty thousand only & that of the constructions - the subject matter of the partition is Rs. 16,719/- sixteen thousand, seven hundred nineteen only & the constructions being in such positions that allotment of land & constructions thereon in equal shares to parties herein will render the whole constructions unprofitable & costly it has been mutually agreed by the parties herein that the said First Part as described in Schedule I below & shown & delineated in the plan annexed herewith coloured red and marked A be assigned to and acquired by the First party as sole owner thereof in lieu of payment of the sum of Rs. 5573/- five thousand, five hundred and three i.e. rupees five thousand, five hundred

7.

*Attest My hand
Ranjit alias
Ranjit Kumar, 1st
25/5/2015*

only in cash respectively to the Second & Third parties by the First party to equalise the money value of the properties - subject matter of the partition and the said second part as described in the Schedule II below & shown & delineated in the plan annexed herewith coloured yellow & marked B be assigned to and acquired by the Second party as sole owner thereof and the remaining Third part as described in the Schedule III below & shown & delineated in the plan annexed herewith coloured Chocolate & marked C be assigned to & acquired by the Third party as sole owner thereof. The money value of the share of property allotted to each party is Rs. 15,573.00 fifteen thousand, five hundred seventythree only.

NOW THIS DEED WITNESSES AS FOLLOWS :-

1. That in consideration of the grant of the right, title and interest made in accordance with the terms of this Deed and pursuant to the arrangements mentioned above and in accordance with the conditions hereinafter mentioned,

(i) The First & Second party hereby convey, grant and transfer all that their undivided share, interest & title in the Third part of the said property as described in the schedule III below which by virtue of the agreement aforesaid falls to the share of the Third party to have, & hold the same unto the Third party henceforth in severally & enjoy the same absolutely as sole owner thereof for ever & the Third party hereby acknowledges the receipt of the sum of Rs. 5,300/- five thousand three hundred only from the First party & grant him full discharge from payment thereof.

(ii) The First & Third party hereby convey, grant and transfer all that their undivided share, interest & title in the Second part of the said property as described in the Schedule II below which by virtue of the agreement aforesaid falls to the share of the Second party to have & to hold the same unto the Second party henceforth in severally and enjoy

8.

enjoy the same absolutely as sole owner thereof for ever & the Second party hereby acknowledges the receipt of the sum of Rs. 5,573/- five thousand five hundred, seventy-three only from the First party & grant him full discharge from payment thereof.

(iii) The Second & Third parties hereby grant, convey & transfers all that their undivided share, interest & title in the First part of the said property as described in the Schedule I below which by virtue of agreement aforesaid falls to the share of the First party to have and to hold the same unto the First party henceforth in severalty and enjoy the same absolutely as owners thereof for ever.

2. That it is hereby agreed that the title Deed dated 10.3.1948 mentioned above & this Deed of partition in original shall be retained by the First party who shall be bound to allow inspection thereof and produce the same in Court or before any arbitrator or public officer, Bank, or Insurance Company or any party or body on the requisition made herefor by any other party to the Deed.

(i) That each party will execute such Deed or do all other acts necessary which may be requisite for more effectually assuring the party so requiring & at his cost, in the manner required by law and appear before revenue or other officers & authorities to have mutation effected in respect of the part assigned to the party concerned.

(ii) That it is further agreed that all dues, arrears of rent or outstanding accruing due to each party in respect of the part of the property assigned to him as above shall be realisable by such party alone & the other parties to this Deed shall be deemed to have granted or assigned their respective interest in such dues, arrears or outstanding in favour of the party to whom the said part has been allotted as aforesaid.

9.

Schedule I.

All that piece or parcel of homestead land measuring more or less .077 point zero seven seven acre, North & South 55' fifty-five feet: East & West 61'-6" sixtyone feet six inches appertaining to & forming part of plot No. 10264 one zero two six four of Khatian No. 4992 four nine nine two, Mouza Siliguri, J.L. No. 110 one one zero (New 88 eighty-eight) situate in Vivekanandapalli, Siliguri Town, P.O., P.S., Subdivision & Subregistry office Siliguri in Darjeeling District coloured red & marked A in the plan annexed herewith bounded & butted North : Municipal Road; East Land & Constructions allotted to the Second party Sri Indrajit Kumar Kundu; South : land & house of Smt. Sorashibala Paul; West : Municipal Road: together with one C.I. Sheet roofed, wooden floored & walled constructions having a room 40'x18' forty feet by eighteen feet with side rooms and verandahs as shown & delineated in the plan annexed herewith coloured red & in area mentioned A & 6 six cocoanut trees, being Siliguri Municipal Holding No. 306 three zero six of Ward No. VII seven.

Schedule II

All that piece or parcel of homestead land measuring more or less .038 point zero three eight acre ; North & South : 27'8" twenty-seven feet eight inches: East & West : 61'6" sixtyone feet six inches appertaining to & forming part of Plot No. 10264 one zero two six four of Khatian No. 4992 four nine nine two, Mouza Siliguri, J.L. No. 110 one one zero (New 88 eighty-eight) situate in Vivekanandapalli in Siliguri Town, P.O., P.S. Subdivision & Subregistry office Siliguri, District Darjeeling coloured yellow & marked B in the plan annexed herewith bounded & butted - North : Municipal Road; East : land & constructions allotted to the Third party Sri Ranjit Kumar Kundu, South : Land & house of Smt. Sorashibala Paul; West : land & constructions allotted to the First party

Sri

Handwritten notes:
1/4 Khatian No. 4992
Ranjit Kumar Kundu
Khatian
Subdivision Office
Siliguri

7

11.

Ajit Kumar Kundu
Ranjit alias
Ranajit Kumar
Kundu
30.3.74

In witness whereof the parties hereunto set their hands and seals on the day, month & year first above written.

Drafted, readover & explained to the parties by me,
N. Saha
Advocate, Siliguri.

Typed by me.

Day
Typist, Siliguri.

30.3.74

Witnesses :

1. *Day*
Siliguri
2. Samarendra Nath Kundu
Siliguri
3. Ranjan Kumar Sam.
Siliguri

Explanation : A portion wrongly typed at the beginning of page 5 remains crossed through

Ajit Kumar Kundu.
Ranjit alias
Ranajit Kumar Kundu
30.3.74

11

11

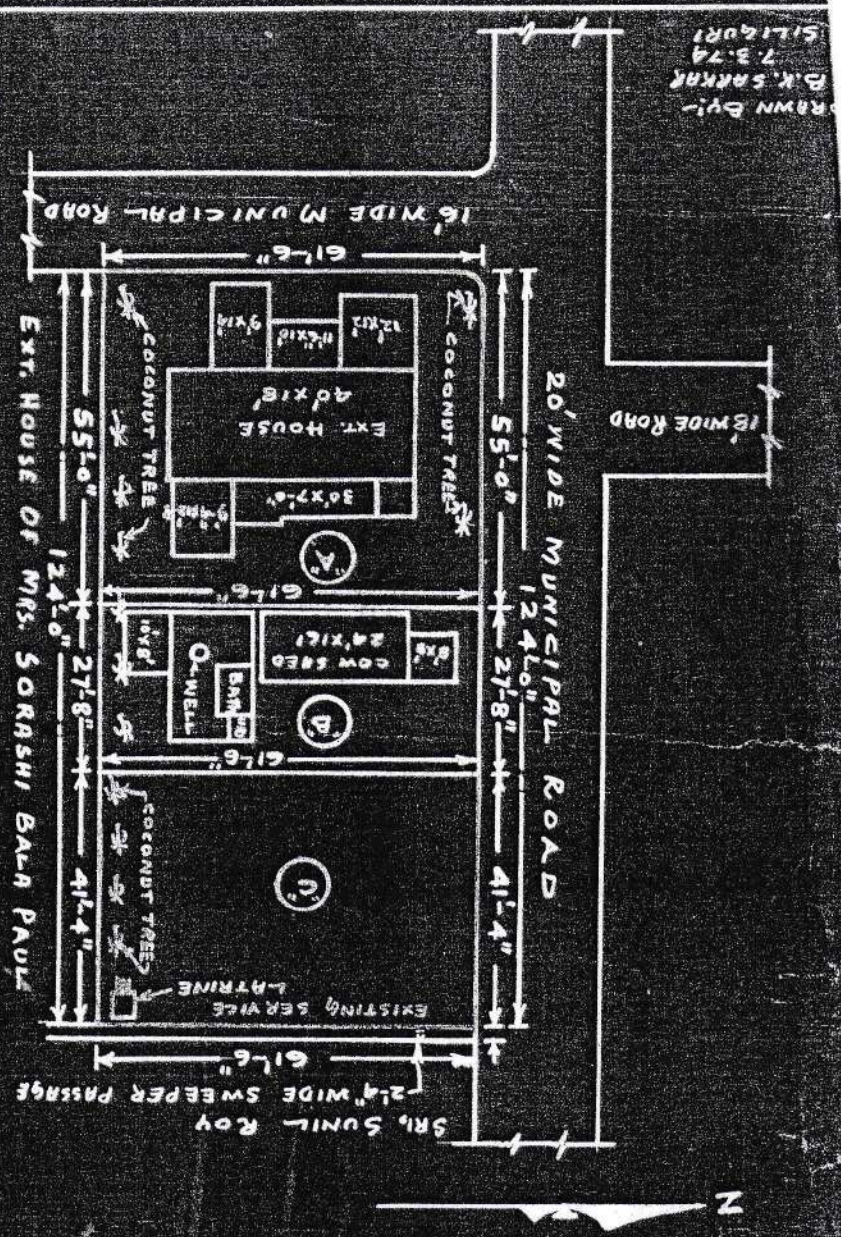
PARTITION PLAN SHOWING ALLOTMENT OF LAND AND EXISTING CONSTRUCTION ALLOTTED TO

MARK = A = ■ COLOUR SRI, AJIT KUMAR KUNDU AT HAKIM PARA
 LAND AREA: - .078 ACRE

MARK = B = ■ COLOUR SRI, INDRAJIT KUMAR KUNDU AT HAKIM PARA
 LAND AREA: - .038 ACRE

MARK = C = ■ COLOUR SRI, RANJIT KUMAR KUNDU AT HAKIM PARA
 LAND AREA: - .058 1/2 ACRE

SCALE 25' = 1"



SCHEDULE

J.L. NO 110 (NEW NO 88)
 KHOTIAN NO 4992
 DAG NO 10264
 P.S. SILIGURI
 MUNICIPAL WARD NO VII
 MUNICIPAL HOLDING NO 306
 HAKIM PARA, SILIGURI

RAWN BY:-
 B.K. SARKAR
 7.3.74
 SILIGURI

(True copy)

NOTICE

Vide M. C. (ST)

No. 182 / 74 - 75

3

To
The Tashilder-In-Charge,
Siliguri Circle.

Take notice that the above mentioned Mutation case has been allowed by me in favour of the applicant details of which are given below :-

So you are directed to realise the Rent, Cess etc. from the tenant upto date and correct up your ledger accordingly and produce the same before me for attestation.

1. Name of the applicant :- 1) Sri Ajit kumar Kundu
2) Sri Indrajit Kumar Kundu and
3) Sri Ranjit Kumar Kundu.
All S/O. Late Sirish Ch. Kundu
of vivekanandapally, Siliguri
 2. Name of the recorded tenant :- - do -
 3. Deed No. with date (Sale-of-gift) :- Regd. Partition deed
No. 3134, dt.31.3.'74
 4. J. L. No. : - 110
 5. Khatian No. : - 4992
 6. Area : - 17 Dec.
 7. Plot No. : - 10264
- No. 1 - '076 Dec.
No. 2 - '037 Dec.
No. 3 - '057 Dec.

Sd/- Illegible.

6.8.'74.

Signature :- Circle Inspector
(L. R.)
Siliguri.

Designation:-

K422398


West Bengal Form No. 1564.
[New Rule Form No. 10 (Appendix D)]

MISCELLANEOUS RECEIPT

20-6-74

- 1. Serial No. 1872
- 2. Name of Payer Ajit Kumar
- 3. Number of document to which the fee relates 2215
- 4. Fees paid— Article— Amount— 3134
- 5. Other receipts—

W 2-50
 30/6/74
 Registering Officer.



N.B.—Item 3 shall be filled up in case of fees realised subsequent to the date of presentation of document.
 ACTP—A 2200—1969—73—5,515—11,68,000

