

4089/92 R(4088) 1992

भारतीय गैर न्यायिक

दस
रुपये
रु.10



TEN
RUPEES
Rs.10

INDIA NON JUDICIAL



पश्चिम बंगाल WEST BENGAL

12AA 927177

CERTIFIED COPY OF DOCUMENT NO. 4089
BOOK NO. 2 FOR YEAR 1992

C. A. Moushik



Cpt. Moushik



714

Date

22/4/92

Executed by Mahuram Agarwala and others

Siliguri

Value Rs. 1000/- (Rupees) One thousand only

Signature
Sub-Registrar
SILIGURI

Witnessed for registration at 12/00

a.m. / p.m. on the day of 22/4/1992

at Siliguri Sub-Registrar office

by Mahuram Agarwala

Attorney

Signature

Signature
Sub-Registrar
SILIGURI

- 1. Mahuram Agarwala
- 2. Dattaram Agarwala
- 3. Dhanuram Agarwala

Book No. _____
Volume No. _____
Page _____

being No. _____
for the year _____

V4CT20107

108

Signature

Drabulal Agarwala

Book No. _____
Volume No. _____
Page _____
being No. _____
for the year _____

109

Signature

Signature
Sub-Registrar
SILIGURI

Drabulal Agarwala

7/6 Dattaram Agarwala 22/4/92

Khalbaran Siliguri



५१५३
 ५१५३
 ५१५३
 ५१५३

-- 2 --

SRI MATURAM AGARWALA, Son of Late Kishanlal Agarwala, Hindu
 by religion, Business by occupation, resident of Mathura
 Road, Khalpara, Police Station, Sub-Division & Sub-Registrars
 Office-Siliguri, District Darjeeling- hereinafter called
 "FIRST PARTY" (which expression shall mean and include
 unless excluded by or repugnant to the context his heirs,
 executors, successors, administrators, legal representatives
 and assigns) of the FIRST PART.



Contd...3

1713

22.4.92

paid to Mahuram Agarwala and others

Liligaon

Rs. 500/- (Rupees) Five hundred only.

Aravalli

Stamp

K 22/4/92

17.11.92

176

22-5-92

Maturam Agarwala and others

Litigum

100/-

One hundred only.

Procto

Stamp

Stamp Rs. 1000/-
500/-
100/-

A. 1600/- Procto

Procto

Handwritten notes: "Sri Maturam Agarwala" and "1/3rd" written vertically.

WHEREAS all that piece or parcel of homestead land measuring 21 twentyone Kathas or '35 thirtyfive decimals in Plot No./Dag No.3572, recorded in Revisional Settlement Survey's Khatian No.946, of Mouza Siliguri, J.L.No.110, Touzi No.3(Ja), situated within Pargana Baikunthapur, Police Station, Sub-Division & Sub-Registry Office Siliguri, District Darjeeling, was purchased in the names of the First Party Sri Maturam Agarwala and Second Party Sri Datarma Agarwala & Sri Jwarka Prasad Agarwala, by virtue of a Deed of Sale, registered on 13.9.62 at the Sub-Registry Office Siliguri, in Book No.I, Volume No.48, Pages 51 to 56, being No.4514, for the year 1962.

A N D

WHEREAS the aforesaid homestead land were the jointly/eqmally properties of the First Party and Second Party here each having share of 1/3rd & 2/3rd respectively.

A N D

WHEREAS the Parties hereof are experiencing various inconveniences and difficulties to enjoy and/or to utilize their said eqmally/joint homestead land measuring 21 twentyone Kathas or '35 thirtyfive decimals as fully described in the SCHEDULE appended hereinbelow under caption "TOTAL EQMALLY LAND", and to overcome those inconveniences and difficulties, the abovenamed parties have decided to make an amicable partition by METES AND BOUNDS of the said Total Eqmally Land and to execute a proper registered Deed of Partition to record such amicable partition in order to avoid all future disputes and complications.



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NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid mutual agreement to partition the said total Ejmally Land, the parties of the First and Second Part hereunto hereby make final partition of their said Total Ejmally Land described under Caption "TOTAL EJMALLY LAND" in the schedule appended below, by METES AND BOUNDS as hereinafter appearing in the SCHEDULE "A" and SCHEDULE "B" below and as shown and delineated by Letter "A" (Marked by RED Colour) and Letter "B" (Marked by BLUE Colour) respectively in the map or plan annexed herewith forming part of these presents, and the land allotted to each of the parties hereof by virtue of their respective firm and final consents as per Schedule "A" and Schedule "B" below shall make and form & does make and form each part viz. Schedule "A" and Schedule "B" as absolute estate in sixteen annas share with permanent heritable and transferable rights to whom it is allotted, for all times to come.

IT IS ALSO CONVENANTED by each of the parties heretofore that each of them shall henceforth hold/enjoy/occupy/own the land allotted to their respective shares as per SCHEDULE hereunder and delineated/shown in the map/plan annexed herewith forming part of these presents, and shall mutate their respective names in the Govt. and other offices as also in the Record-of-Rights and shall pay rent/rate/tax etc. for their lands so allotted and accepted.

IT IS ALSO DECLARED by the parties that none of them has previously transferred, mortgaged or contracted for sale or otherwise any portion of the property hereby partitioned in favour of or with any other party or person and that the



land hereby partitioned as aforesaid is free from all encumbrances & charges whatsoever.

IT IS FURTHER COVENANTED that none of the parties heretofore shall ever raise any objection or claim in future with respect to this partition or in connection with the allotment of lands as per Schedules hereunder as aforesaid as mutually agreed to and accepted by them jointly and/or severally and in no case such objection and/or claim shall be entertained in future.

" TOTAL EJMALLY LAND "

(The land which is partitioned)

ALL THAT PIECE OR PARCEL of homestead land measuring 21 twentyone Kathas or '35 thirtyfive decimals in Plot No. 3572 three thousand five hundred seventytwo, recorded in Revisional Settlement Survey's Khatian No.946 nine hundred fortysix of Mouza Siliguri, J.L.No.110, Touzi No.3(Ja), situated within Pargana Baikunthapur, Municipal Ward No.XCV, known as Milanpally, within the jurisdiction of Police Station, Sub-Division & Sub-Registry Office Siliguri, District Darjeeling, the land at 21 Kathas or '35 decimals of land in Joint ownership & possession of the parties hereof, which is being hereby partitioned value of which is Rs.1,20,000/- (Rupees One lac twenty thousand) only. The said land is bounded as follows :-

- North : Land of Kanta Devi & Sharda Devi;
- South : House of Shikhi Prasad,
- East : Municipal Road,
- West : Land of Keshri Chand Didwania & Gadadher Ray.



- : 7 :-

SCHEDULE "A"

(Land allotted to the First Party : Maturam Agarwala)

ALL THAT PIECE OR PARCEL of homestead land measuring 6 six Kathas 12 twelve chhataks or '112 point one one two acre in Plot No.3572 three thousand five hundred seventytwo, recorded in Revisional Settlement Survey's Khatian No.946 nine hundred fortysix, of Mouza-Siliguri, J.L.No.110, Touza No.3(Ja), shown and delineated by Letter "A" quotted with ~~Red~~ Colour in the map or plan annexed herewith forming part of these presents, situates in Ward No.XXV, within the limits of Siliguri Municipality, Pargana Baikunthapur, Police Station, Sub-Division & Sub-Registry Office Siliguri, District - Darjeeling, is allotted to the First Party- Maturam Agarwala. The said SCHEDULE "A" land is butted & bounded by the North - Land of Kanta Devi & Sharfa Devi, by the South - Land as shown & delineated by Letter "B" in the map or Plan annexed herewith and allotted to the Second Party- Dataram Agarwala & Dwarka Prosad Agarwala; by the East - Municipal Road; by the West - Land of Keshri Chari Didwania; Proportionate yearly rent for the land of Schedule "A" is Rs.3.65 (Rupees three & paise sixtyfive) only, payable to the superior landlord - the Govt. of West Bengal. Value of Rs.40,000/- (Rupees Forty thousand) only.

SCHEDULE "B"

(Land allotted to the Second Party - Dataram Agarwala & Dwarka Prosad Agarwala)

ALL THAT PIECE OR PARCEL OF homestead Land measuring 13 thirteen Kathas 12 Twelve Chhataks or '227 point two two seven acre in Plot No.3572 three thousand five hundred seventytwo, recorded in Revisional Settlement Survey's



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Khatian No.946 nine hundred fortysix, of Mouza-SILIGURI, J.L.No.110, Touzi No.3(Ja), shown and delineated by Letter quoted with BLUE Colour in the map or plan annexed herewith forming part of these presents, situated in Ward No.XXV, Pargana Baikunthapur, Police Station, Sub-Division & Sub-Registrary Office Siliguri, District Darjeeling, is allotted to the Second Party - Dataram Agarwala & Dwarika Prasad Agarwala. The said SCHEDULE "B" land is butted and bounded by the North Land as shown & delineated by Letter "A" in the map or plan annexed herewith and allotted to the First Party-Metaram Agarwala; by the South-House of Bhikhi Prasad; by the East - Municipal Road; by the West - Land of Gadadhar Ray, Proportionate yearly rent for the land of Schedule-"B" is Rs.7.35/- (Rupees seven and paise thirtyfive) only, payable to the superior landlord-the Govt. of West Bengal. Value Rs.80,000/- (Rupees Eighty thousand) only.

IN WITNESS WHEREOF the parties heretofore have set subscribed their hands on this Deed of Partition on the day, month and year first above written.

Witnesses:

- 1. Babulal Agarwal
S/O Shree Dataram Agarwal
Khalpan - SILIGURI
2. Bishwanath Agarwal
S/O Sri Metaram Agarwal
Khalpan SILIGURI

Drafted, prepared, readover and explained by me.
Bimal Krishna Adhikary
(Bimal Krishna Adhikary)
Deed Writer, Siliguri
Licence No.6.



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Handwritten text: *Morind p. 24.6.97*

Stamp: **THE GOVT**
[Signature]
SILIGURI
24.6.97

Handwritten text: *of- ... 24.6.97*

Book No. 1
Volume No. 57
Page 70 to 77
being No 4087
for the year 19 92

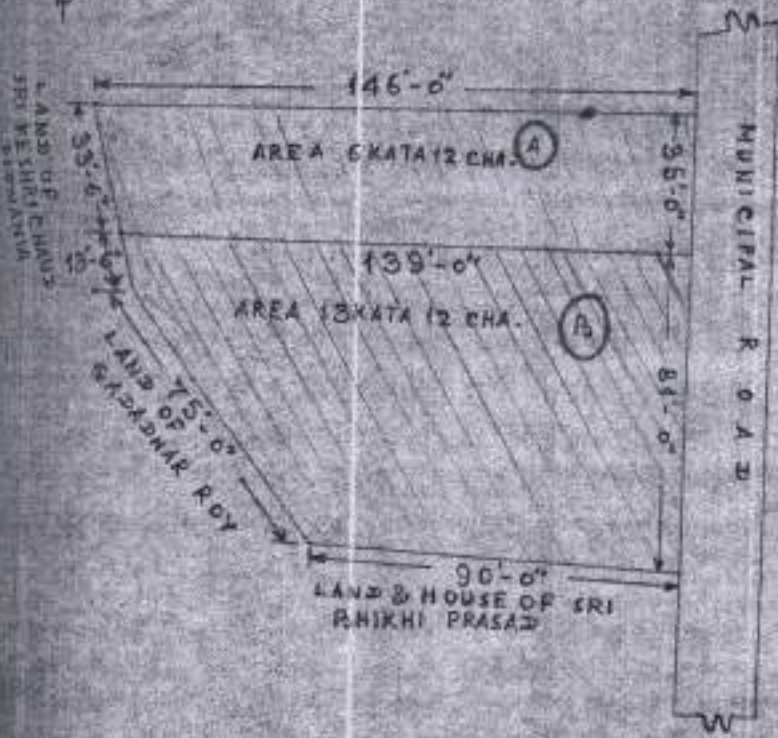
Stamp: **SILIGURI**
[Signature]
SILIGURI

LAND OF CHANG
SRI KESARI CHANG
DIPAWAN

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SITE PLAN SHOWING THE PLOT OF LAND, LAND PARTITION
 MOUZA SILIGURI J.L. NO 110 HAL 88 KHATA NO 946 PART OF C.S.
 PLOT NO 3572. SCALE 1" = 40'-0"

MARK	AREA	NAME OF PARTY
A	1.12 ACRE	SRI MATURAM AGARWALA S/O LATE KISHANLAL AGARWALA OF KHALPARA SILIGURI.
B	2.27 ACRE	1. SRI DATARAM AGARWALA 2. SRI DWARKA PRASAD AGARWALA BOTH SONS OF LATE KISHANLAL AGARWALA OF KHALPARA SILIGURI.



Handwritten notes:
 4.11.13
 4.11.13

Handwritten notes:
 made by
 11/11/92
 19-4-92

SIGNATURE OF PARTY

expression shall mean and include and unless excluded
 by or repugnant to the context his heirs, executors,
 successors, administrators, legal representatives and
 assigns) of the ONE PART.

Handwritten signature

Book No. _____
Volume No. 59
Page 70 to 77
being No. 4289
for the year 1892

22/4/92



**CERTIFIED TO BE A TRUE COPY
TRUE COPY**

H. Chatterjee
Add. Dist. Sub-Registrar
Siliguri-1, Dist. Darjeeling

Copied By *[Signature]* Compared By *[Signature]*

Area:
Disc:
Price:
House:
P.S. B:
Town: