

05815

1-05446/13



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 216787

Certified that the document is admitted to registration. The signature sheets and the endroement sheets attached with the document are the past of this document.

District Sub-Register-III
Alipore, South 24-parganas

13 JUN 2013

DEED OF PARTITION

THIS DEED OF PARTITION is made on this the 13th day of June Two Thousand and Thirteen BETWEEN SRI RAMKRISHNA TALUKDAR son of Late Harihar Talukdar, by faith -Hindu, by occupation -Service joint owner and resident of a Flat at 1st Floor (Northern side) measuring about 817 sq. ft. built up area and

26/8/13
h
13/5/13
11/3/13

No. 3267 Date 11/06/2013
Sold to Ramkrishna Talukder.
of 65/111D Bose Pukni Rd
Rupees 10000/- Kaska K-42

SD
Samiran Das
Stamp Vendor
Alipore Police Court
South 24 Pgs., Kol-27



M
District Sub-Registrar-III
Alipore, South 24-Parganas
13 JUN 2013

Identified by me.
Debasis Roy
Advocate

Debasis Roy
Advocate
Reg. No.: WB/492/85

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 11
Page from 1651 to 1680
being No 05446 for the year 2013.





(Rajendra Prasad Upadhyay) 13-June-2013
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R. - III SOUTH 24-PARGANAS
West Bengal









District Sub-Registrar-III
Alipore, South 24-Parganas

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the D.S.R. - III SOUTH 24-PARGANAS, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 05815 / 2013, Deed No. (Book - I , 05446/2013)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Prabir Kumar Talukdar (Second Party) 65/1/1 D, Bose Pukur Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700042	 13/06/2013	 LTI 13/06/2013	<i>Prabir Kumar Talukdar</i> 13.06.2013.

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Ramkrishna Talukdar (First Party) Address -65/1/1 D, Bose Pukur Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700042	Self	 13/06/2013	 LTI 13/06/2013	<i>KB Talukdar</i>
2	Prabir Kumar Talukdar (Second Party) Address -65/1/1 D, Bose Pukur Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700042	Self	 13/06/2013	 LTI 13/06/2013	<i>Prabir Kumar Talukdar</i> 13.06.13
3	Shyam Sundar Talukdar (Third Party) Address -65/1/1 D, Bose Pukur Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700042	Self	 13/06/2013	 LTI 13/06/2013	<i>Shyam Sundar Talukdar</i>
4	Sukumar Talukdar (Fourth Party) Address -65/1/1 D, Bose Pukur Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700042	Self	 13/06/2013	 LTI 13/06/2013	<i>Sukumar Talukdar</i>

Name of Identifier of above Person(s)
 Debasish Roy
 High Court Calcutta, Old Court House Street, Kolkata,
 Thana:-Hare Street, District:-Kolkata, WEST BENGAL,
 India, Pin :-700001



Signature of Identifier with Date

Debasish Roy, Advocate
 13/06/2013 High Court.

District Sub-Registrar-III
 Alipore, South 24-Parganas

(Rajendra Prasad Upadhyay)

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
 Office of the D.S.R. - III SOUTH 24-PARGANAS



Government Of West Bengal
Office Of the D.S.R. - III SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 05446 of 2013
(Serial No. 05815 of 2013 and Query No. 1603L000009668 of 2013)

On 13/06/2013

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 : 4, 45 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 117581.00/-, on 13/06/2013

(Under Article : A(1) = 117535/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 13/06/2013)

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 has been assessed at Rs.-1,42,46,748/-Partition Amount Rs 1,03,99,593/- Conveyance Amount Rs 2,85,468/-

Certified that the required stamp duty of this document is Rs.- 69146 /- and the Stamp duty paid as: Impressive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 40000/- is paid , by the draft number 200394, Draft Date 12/06/2013, Bank : State Bank of India, HAZRA ROAD, received on 13/06/2013
2. Rs. 28160/- is paid , by the draft number 200395, Draft Date 12/06/2013, Bank : State Bank of India, HAZRA ROAD, received on 13/06/2013

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

Presented for registration at 11.31 hrs on :13/06/2013, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Sri Prabir Kumar Talukdar (Second Party) , one of the Executants.

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

Execution is admitted on 13/06/2013 by

1. Sri Ramkrishna Talukdar (First Party) , son of Late Harihar Talukdar , 65/1/1 D, Bose Pukur Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700042, By Caste Hindu, By Profession : Service
2. Sri Prabir Kumar Talukdar (Second Party) , son of Late Harihar Talukdar , 65/1/1 D, Bose Pukur Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700042, By Caste Hindu, By Profession : Service
3. Sri Shyam Sundar Talukdar (Third Party) , son of Late Harihar Talukdar , 65/1/1 D, Bose Pukur Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700042, By Caste Hindu, By Profession : Service



(Signature)
District Sub-Registrar-III
Alipore, South 24-Parganas
(Rajendra Prasad Upadhyay)

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS



Government Of West Bengal
Office Of the D.S.R. - III SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 05446 of 2013
(Serial No. 05815 of 2013 and Query No. 1603L000009668 of 2013)

4. Sri Sukumar Talukdar (Fourth Party), son of Late Harihar Talukdar , 65/1/1 D, Bose Pukur Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700042, By Caste Hindu, By Profession : Retired Person

Identified By Debasish Roy, son of . . ., High Court Calcutta, Old Court House Street, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Advocate.

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS



(Signature)
District Sub-Registrar-III
Alipore, South 24-Parganas

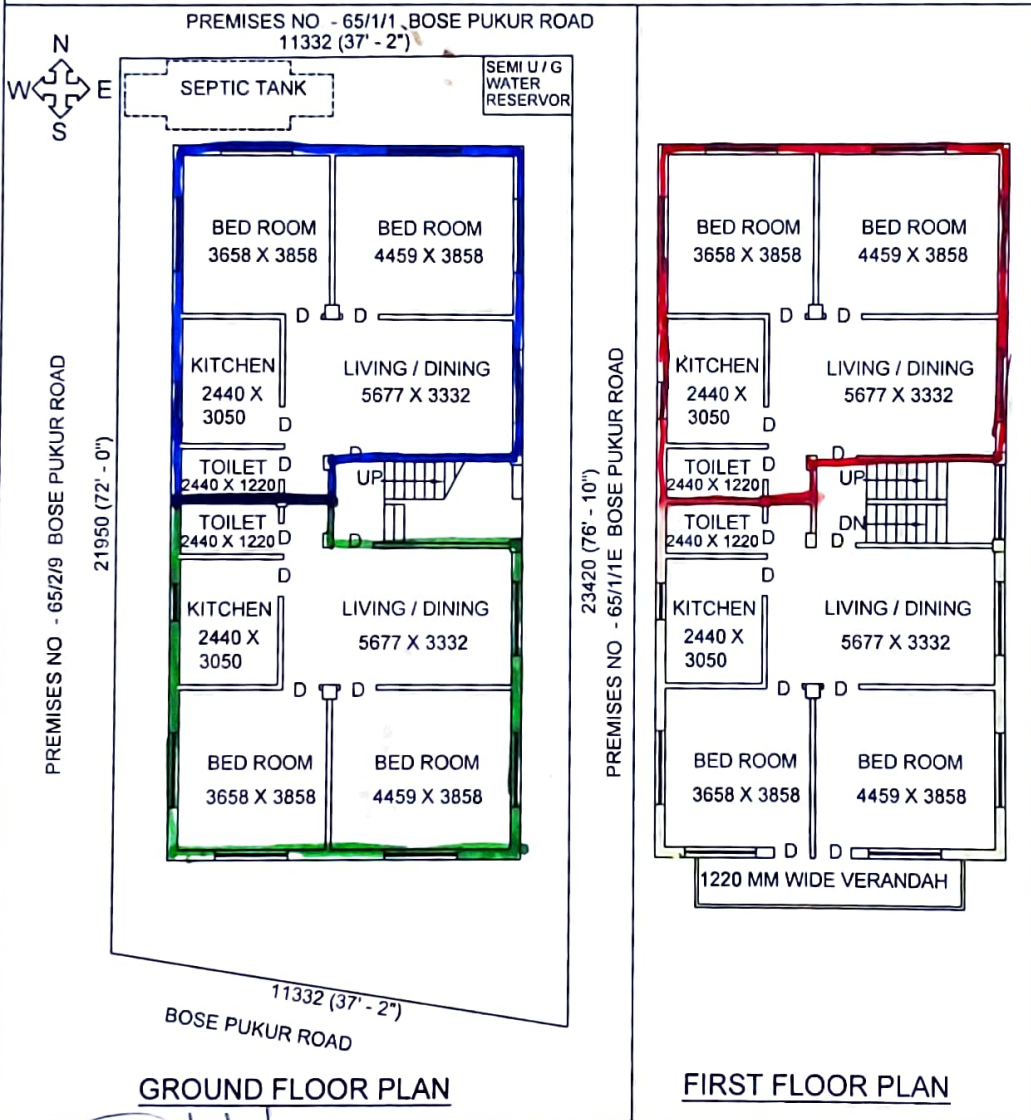
(Rajendra Prasad Upadhyay)

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

PARTITION PLAN SHOWING THE LAND WITH BUILDING OF PREMISES NO. 65/1/1D, BOSE PUKUR ROAD, IN K.M.C. WARD NO. - 91, BOROUGH NO. - X, MOUJA - KASBA, JL NO. - 13, R.S. NO. - 233, TOUJI NO. - 145, COMPRISED IN R.S. DAG NO. - 1427, R.S. KHATIAN NO. - 459, P.S. - KASBA, KOLKATA - 700042, WITH COMMON AND PROPORTIONATE RIGHT, EASEMENT RIGHT.

AREA OF LAND :- 3 KATHA 13 CH 20 SFT & SUPER BUILT UP AREA - 4026 SQ. FT

<u>FLAT LOCATION</u>	<u>COVERED AREA</u>	<u>SUPER BUILT UP AREA</u>	<u>SHOWN IN COLOUR BORDER</u>
FLAT ON NORTHERN SIDE OF GROUND FLOOR -	817 SQ. FT	980 SQ. FT.	BLUE COLOUR BORDER
FLAT ON SOUTHERN SIDE OF GROUND FLOOR -	817 SQ. FT	980 SQ. FT	GREEN COLOUR BORDER
FLAT ON NORTHERN SIDE OF FIRST FLOOR -	817 SQ. FT	980 SQ. FT.	RED COLOUR BORDER
FLAT ON SOUTHERN SIDE OF FIRST FLOOR -	905 SQ. FT	1086 SQ. FT	YELLOW COLOUR BORDER



SCALE 1 175

GROUND FLOOR PLAN

FIRST FLOOR PLAN

1. *[Signature]*
2. *[Signature]*
3. *[Signature]*
4. *[Signature]*

SIGNATURE OF OWNERS

980 sq. ft. super built up area (be the same a little more or less) (morefully described in the **Second Schedule**) lying and situated at Premises No. 65/1/1D, Bose Pukur Road, P.S. Kasba, Kolkata-700042, within the limits of K.M.C. Ward No91 hereinafter referred to as the "**FIRST PARTY**" (which term or expression shall unless expressly excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

A N D

SRI PRABIR KUMAR TALUKDAR son of Late Harihar Talukdar, by faith -Hindu, by occupation -Service joint owner and resident of **1st Floor (Southern side) measuring about 905 sq. ft. built up area of 1086 sq. ft. super built up area** (be the same a little more or less) (morefully described in the **Third Schedule**) lying and situated at 65/1/1D, Bose Pukur Road, P.S. Kasba, Kolkata-700042, within the limits of K.M.C. Ward No91 hereinafter referred to as the "**SECOND PARTY**" (which term or expression shall unless expressly excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

A N D

SRI SHYAM SUNDAR TALUKDAR son of Late Harihar Talukdar, by faith -Hindu, by occupation -Service joint owner and resident of

Flat on the Ground Floor (Southern side) measuring 817 sq. ft. built up area and 980 q. ft. super built up area (be the same a little more or less) (Morefully described in the **Fourth Schedule**) lying and situated at 65/1/1D, Bose Pukur Road, P.S. Kasba, Kolkata-700042, within the limits of K.M.C. Ward No.91, hereinafter referred to as the "**THIRD PARTY**" (which term or expression shall unless expressly excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

A N D

SRI SUKUMAR TALUKDAR son of Late Harihar Talukdar, by faith -Hindu, by occupation -Retired Person joint owner and resident of Flat on the Ground Floor (Northern side) measuring 817 sq. ft. built up area and 980 q. ft. super built up area (be the same a little more or less) (Morefully described in the **Fifth Schedule**) lying and situated at 65/1/1D, Bose Pukur Road, P.S. Kasba, Kolkata-700042, within the limits of K.M.C. Ward No.91, hereinafter referred to as the "**FOURTH PARTY**" (which term or expression shall unless expressly excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FOURTH PART**.

WHEREAS by virtue of a Registered Partition Deed executed in the year 1986 duly Registered at S.R. Alipore recorded in Book No. I, being No. 18886 for the year 1986 Sri Harihar Talukdar became the absolute owner of a Bastu land measuring 3 Cottahs 13 chittacks 20 sq. ft. (be the same a little more or less) lying and situated at Premises No. Previously 65/1/1, Bose Pukur Road, Kasba, Kolkata-700042 now renumbered as Premises No. 65/1/1D, Bose Pukur Road, P.S. Kasba, Kolkata-700042, Mouza- Kasba, J.L. No. 13, R.S. No. 233, Touzi No. 145, comprised in R.S. Dag no. 1427, R.S. Khatian No. 459, under the Jurisdiction of Kasba Police Station, within the local limits of the Kolkata Municipal Corporation under Ward No91 in the District of 24 Parganas (South), which was butted and bounded Previously as follows:-

ON THE NORTH : Plot of P-4 and P-1, P-4 and P-7.
 ON THE SOUTH : 20' feet wide Bose Pukur Road.
 ON THE EAST : Plot No. P-6.
 ON THE WEST : Dag No. 1424.

Now Butted and Bounded as Follows:-

ON THE NORTH : 65/1/1, Bose Pukur Road.
 ON THE SOUTH : 20' feet wide Road.
 ON THE EAST : 65/1/1E, Bose Pukur Road.
 ON THE WEST : 65/2/9, Bose Pukur Road

AND WHEREAS after becoming owner of the aforesaid property said Harihar Talukdar mutated his name as owner of the said property in the records of the Kolkata Municipal Corporation and the previously Premises No. 65/1/1, Bose Pukur Road, P.S. Kasba, Kolkata-700042, now renumbered as Premises No. 65/1/1D, Bose Pukur Road, P.S. Kasba, Kolkata-700042, in the records of the Kolkata Municipal Corporation for separate identity of the said property and also obtained separate Assessee No21-091-05-0572-5

AND WHEREAS Smt. Kamala Talukdar wife of said Harihar Talukdar died on 14.3.1981 leaving behind her husband Harihar Talukdar and 7 (seven) sons and daughters as her legal heirs.

AND WHEREAS said Harihar Talukdar for better living and enjoyment of the said property along with his sons and daughters obtained sanctioned plan vide BS Plan No. 297 dated on 09.11.1988 and constructed one two storied building in the said property and started living along with his family members.

AND WHEREAS said Harihar Talukdar died on 13.1.1998 leaving behind his sons and daughters namely 1) RamKrishna Talukdar, 2) Prabir Kumar Talukdar, 3) Shyam Sundar Talukdar, 4) Sukumar Talukdar, 5) Bani Dhar wife of Mr. Ratan Kumar Dhar, 6) Gita Paul wife of Mr. H.N. Paul 7) Milan Talukdar as his only

legal heirs of the said property being Premises No. 65/1/1D, Bose Pukur Road, P.S. Kasba, Kolkata-700042.

AND WHEREAS 3 (three) legal heirs of Late Harihar Talukdar namely 1) Bani Dhar wife of Mr. Ratan Kumar Dhar, 2) Gita Paul wife of Mr. H.N. Paul, 3) Milan Talukdar son of Late Harihar Talukdar, due to their love and affection towards their other brothers executed a Deed of Gift in favour of Sri RamKrishna Talukdar, Prabir Kumar Talukdar, Shyam Sundar Talukdar and Sukumar Talukdar which has been duly registered in the Sub-Registry Office at Alipore on ~~12.06.2013~~ ^{12.06.2013} And recorded in Book No. I, Volume No..... Pages to..... Being No ~~1/05425/2013~~ ^{1/05425/2013} for the year 2013.

AND WHEREAS by virtue of a Registered Deed of Gift Being No ~~1/05425/2013~~ ^{1/05425/2013} dated ~~12.06.2013~~ ^{12.06.2013} Sri RamKrishna Talukdar, Sri Prabir Kumar Talukdar, Sri Shyam Sundar Talukdar and Sri Sukumar Talukdar became the joint owners of four flats on 1st floor flat at the Northern side and 1st floor flat at the Southern side and Ground Floor flat at the Northern side and Ground Floor flat at the Southern side at being Premises No. 65/1/1D, Bose Pukur Road, P.S. Kasba, Kolkata-700042, within the limits of the Kolkata Municipal Corporation under Ward No 91 Borough-X

AND WHEREAS the said joint owners Sri RamKrishna Talukdar, Sri Prabir Kumar Talukdar, Sri Shyam Sundar Talukdar and Sri Sukumar Talukdar all are sons of Late Harihar Talukdar

became the joint owners and in absolute hold and possession of Flat on the First Floor Northern side measuring about 817 sq. ft. built up area and 980 sq. ft. super built up area, flat on the First Floor Southern side measuring 905 sq. ft. built up area and 1086 sq. ft. super built up area, Flat on the Ground Floor Southern side measuring about long with 817 sq. ft. built up area and 980 sq. ft. super built up area and Flat on the Ground Floor Northern side measuring about built up area 817 sq. ft. and 980 sq. ft. super built up area together with all common facilities, amenities in the said building, lying and situated at Premises No. 65/1/1D, Bose Pukur Road, P.S. Kasba, Kolkata-700042, within the limits of the Kolkata Municipal Corporation under Ward No91 and Borough X

AND WHEREAS said Sri Ramkrishna Talukdar obtained Assessee No. 210910511208 and paying property Tax as Joint owner Sri Prabir Kumar Talukdar obtained Assessee No. 210910511210 and paying property Tax as joint owner Sri Shyam Sundar Talukdar obtained Assessee No. 210910511191 and paying property Tax as Joint owners and Sri Sukumar Talukdar obtained Assessee No. 21-091-05-0572-5 and paying property tax as Joint owners of the 4(Four) flats lying and situated at Premises No.65/1/1D, Bose Pukur Road,Kasba,Kolkata-700042.

AND WHEREAS all are paying property Tax as Joint owners of Premises No. 65/1/1D, Bose Pukur Road, P.S. Kasba,

Kolkata-700042 and all are paying property Tax as person liable to pay tax basis under recorded owner Harihar Talukdar.

AND WHEREAS thereafter the joint owners/landlords namely Sri RamKrishna Talukdar, Sri Prabir Kumar Talukdar, Sri Shyam Sundar Talukdar and Sri Sukumar Talukdar are jointly in the hold and possession of Flats at 1st Floor Northern side admeasuring 817 sq. ft. built up area and 980 sq. ft. super built up area, Flat on the 1st Floor Southern side measuring 905 sq. ft. built and 1086 sq. ft. super built up area, Flat at Ground Floor Southern side measuring 817 sq. ft. built up area and 980 sq. ft. super built up area and Flat at Ground Floor Northern side measuring 817 sq. ft. built up area and 980 sq. ft. super built up area together with all common facilities, amenities and proportionate share of land including roof right at Premises No. 65/1/1D, Bose Pukur Road, P.S. Kasba, Kolkata-700042 and paying regularly KMC property taxes vide Assessee No. 21-091-05-1120-8 and Assessee No. 21-091-05-1121-0, Assessee No. 21-091-05-1119-1 and Assessee No. 21-091-05-0572-5 as applicable in the said flats lying and situated at Premises No.65/1/1D,Bose Pukur Road, Kasba, Kolkata-700042.

AND WHEREAS Both the parties namely Sri Ramkrishna Talukdar, Sri Prabir Kumar Talukdar, Sri Shyam Sundar Talukdar and Sri Sukumar Talukdar have decided amicably by and between

them that the said 4 (four) flats lying and situated at Premises No.65/1/1D, Bose Pukur Road, Kasba, Kolkata-700042 where they are in the hold and possession is to be partitioned as per mutual agreement on the basis of equal share in order to better enjoyment ,effective control and dealings of their respective shares and the said partition should be registered before appropriate registering authorities.

AND WHEREAS the parties above named have agreed to have the same be partitioned and divided by Metes and Bounds for better enjoyment , effective control and dealings of their respective shares and to this effect in order to separate their names as absolute owners of the said Flat on the 1st Floor Northern side admeasuring 817 sq. ft. built up area and 980 sq. ft. super built up area, Flat on the 1st Floor Southern side measuring 905 sq. ft. built and 1086 sq. ft. super built up area, Flat at Ground Floor Southern side measuring 817 sq. ft. built up area and 980 sq. ft. super built up area and Flat at Ground Floor Northern side measuring 817 sq. ft. built up area and 980 sq. ft. super built up area together with all common facilities, amenities and proportionate share of land including roof right at Premises No. 65/1/1D, Bose Pukur Road, P.S. Kasba, Kolkata-700042, Municipal Corporation both the joint owners/landlords namely Ramkrishna Talukdar, Prabir Kumar Talukder, Shyam Sundar Talukdar and Sri Sukumar Talukdar needed to execute Partition Deed by the way of Registration of the

Partitioned Deed before appropriate registering authorities on the basis of equal share.

AND WHEREAS the said Sri RamKrishna Talukdar, Sri Prabir Kumar Talukdar, Sri Shyam Sundar Talukdar and Sri Sukumar Talukdar mutually agreed by and between themselves to divide and partition the "said Flats" on the terms hereunder mentioned and orally on such mutual partition said **Sri Ramkrishna Talukdar being the First Party, Sri Prabir Kumar Talukdar being the Second Party, Sri Shyam Sundar Talukdar being the Third Party and Sri Sukumar Talukder being the Fourth Party** herein have been possessing and enjoying the "said Flats" and their said partitioned properties have been separately mentioned and described **in the Second Schedule, Third Schedule, Fourth Schedule and Fifth Schedule respectively hereunder written WHEREIN the properties of Second Schedule is meant for the First Party** herein and the same is called the **Lot "A"** property which is marked and bordered in "**RED**" colour in the Map or Plan annexed herewith, **the properties of the Third Schedule is meant for the Second Party** herein and the same is called the **Lot "B"** property which is marked and bordered in "**YELLOW**" colour in the map or plan annexed herewith, **the properties of the Fourth Schedule is meant for the Third Party** herein and the same is called the **Lot "C"** property which is marked and bordered in "**GREEN**" colour in the map or

plan annexed herewith, the properties of the **Fifth Schedule** is meant for the Fourth Party herein and the same is called the **Lot "D"** property which is marked and bordered in "**BLUE**" colour.

AND WHEREAS for the purpose of equal partition the property in the **THIRD SCHEDULE** is valued at Rs.5,00,000/- (Rupees Five Lakh) only, the property in the **SECOND SCHEDULE** is valued at Rs.4,50,000/- (Rupees Four Lacs Fifty Thousand) only. and the property in the **FOURTH SCHEDULE** is valued at Rs.4,50,000/- (Rupees Four Lacs Fifty Thousand) only, the property in the **FIFTH SCHEDULE** is valued at Rs.4,50,000/- (Rupees Four Lacs Fifty Thousand) only.

AND WHEREAS the value of the properties described in the **Second Schedule, Fourth Schedule and Fifth Schedule** is less than the **Third Schedule**, the **Second Party** agreed to pay a sum of Rs50,000/- (Rupees Fifty Thousand) only **each to the First Party, Third Party and Fourth Party** respectively to compensate the deficiency in price or value of the share of the first Party, Third Party and Fourth Party in order to equalize the value of the properties of all the parties.

AND WHEREAS the parties hereto hereby record the said partition.

NOW THIS DEED OF PARTITION WITNESSETH as follows :-

1. In Pursuant to the agreement dated ~~12.06.2013~~ the parties hereto hereby admit by division of the said joint property mentioned in the **FIRST SCHEDULE** hereunder **in four equal shares** to the effect that, the property described in the **SECOND SCHEDULE** hereunder marked as **Lot "A"** stands allotted to the **FIRST PARTY** to the exclusion of Second Party, Third Party and Fourth Party, and the property described in the **THIRD SCHEDULE** hereunder marked as **Lot "B"** stand allotted to the **SECOND PARTY** to the exclusion of First Party, Third Party and Fourth Party the property described in the **FOURTH SCHEDULE** hereunder marked as **Lot "C"** stand allotted to the **THIRD PARTY** to the exclusion of First Party, Second Party and Fourth Party and property described in the **FIFTH SCHEDULE** hereunder marked as Lot "D" stand allotted to the **FOURTH PARTY** to the exclusion of First Party, Second Party and Third Party.

2. In order to equalise the shares and the value of property described in the **THIRD SCHEDULE** is being more than the value of the property described in the **SECOND SCHEDULE, FOURTH SCHEDULE AND FIFTH SCHEDULE** by Rs.1,50,000/- (Rupees One Lakh Fifty Thousand) only the **SECOND PARTY** shall pay to the **FIRST PARTY, THIRD PARTY AND FOURTH PARTY** a sum of Rs.50,000/-

(Rupees Fifty Thousand) only **each** on the execution of these presents (the receipt whereof the First Party , Third Party and Fourth Party do hereby admit and acknowledge hereunder in the **Memo of Owelty Money**).

3. It is provided herein that on the roof above the Floor of all the parties , shall have the common equal rights and only on mutual agreement between the parties any construction there only can be made.
4. It is further provided herein that, all the parties shall have equal rights over in respect of the roof above the said Floor but none of the parties shall keep or store their goods on that roof and even they will not be allowed to put or fix any pot for plantation or flowering thereon and none of the parties shall be allowed to bath, wash cloth or utensils on the said roof and nobody shall allow their men or servants to stay or reside thereon. (The parties shall freely enjoy the said roof above the said Floor and shall maintain the said roof on their joint costs in equal proportion with the others of the said premises and in case of any leakage on the roof is found or detected all the owners of the said building shall equally spend for properly repairing the said leakage and the parties/owners shall not do or perform any such act causing damage to the roof or any load bearing wall of the building or any part thereof.)

5. (It is also further provided herein that the maintenance of water tank above the roof, construction, repair and replacement thereof shall be done by the parties on equal expenses with others) The water in the premises presently shall be supplied from one underground water tank and one Tank on the roof until the separation of pipe lines be made for each unit. If necessary, the parties shall afterwards install separate water pump in the ground and separate water tank on the roof by their own costs. The underground Reservoir would be commonly used and maintained. There should be a separate electricity meter for consumption of electricity meter for each of the owners for consumption of electricity for lighting of stairs, common passages and paths and for the water pump and the owners of the said premises shall equally pay the electricity bills therefor.
6. It is provided herein that all common affairs like electricity and sewerage lines (both inside and outside) in common places, Tap Water lines, common walls, pillars, stairs etc. shall be maintained by the owners of the said building jointly, mutually and on equal proportion pay the Municipal Taxes and other outgoings to the Government and other statutory authorities for and in respect of the said building until the mutation and separation of taxes shall be made.

7. In consideration aforesaid each of the parties hereto grants and releases all his undivided share, right, title, interest in the property allotted to the others as aforesaid so as to constitute each party the sole and absolute owner of the said property/flat allotted to him, freed and discharged from all rights, title, interest claims and demands of the other owners hereto or concerning the same but subject to the payment of all taxes, rates, dues and duties and assessment payable to Government or Municipal Corporation or any other public body in respect thereof.
8. It is confirmed herein that, the parties herein have mutually divided partitioned the "said property/flat" and provided the terms, conditions and stipulation as mentioned herein on their full and final satisfaction, own choice, violation and in their physical and mental fit condition and without any pressure or influence from any person or persons whatsoever.
9. Each party covenants with the others that he has not done and/or shall not do any deed or thing whereby or by means whereof he or anyone of them is prevented from conveying and/or releasing the property to the other person in the manner aforesaid.

10. Each party also covenants with the others that each party will execute and get registered, if necessary, any deed, assurance or other document which may be required for further and more perfectly and effectually assuring the property allotted to the others, but at the cost and expenses of the others.
11. Each party hereto further covenants with the others that the party will hereafter hold and stand possessed of the property/flat allotted to him quietly and peacefully and enjoy the rents and profits thereof without any suit, interruption, claim or demand by the covenant party, his heirs, executors, administrators and assigns or any person claiming under him.
12. The original Deed of Partition shall remain in custody of the First party on which the stamp duty and registration fees will be paid and the copies thereof shall remain in the custody of the Second Party, Third Party and Fourth Party on which only the registration fees will be paid .
13. And it is further agreed and declared that the original title Deed and other original documents shall remain in the custody of the Second Party on mutual settlement by and between the parties and the title deed and relevant documents are hereby declared as common to all the parties

herein which are set out in the **FIRST SCHEDULE and SIXTH SCHEDULE** hereunder written and the Second Party hereby undertakes to produce the same wherever required by the other parties as mentioned in the **SIXTH SCHEDULE**.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece and parcel of land measuring about 3 (three) Cottahs 13 (thirteen) Chittacks 20 sq. ft. (be the same a title more or less) along with a construction of two storied building standing thereon lying and situated at Premises No. 65/1/1D, Bose Pukur Road, P.S. Kasba, Kolkata-700042, within the limits of the Kolkata Municipal Corporation under Ward No. 91, Borough -X (annexed the site plan) which is butted and bounded by as follows:

ON THE NORTH : 65/1/1,Bose Pukur Road
 ON THE SOUTH : 20 feet Road.
 ON THE EAST : 65/1/1E,Bose Pukur Road
 ON THE WEST : 65/2/9,Bose Pukur Road

THE SECOND SCHEDULE ABOVE REFERRED TO:

LOT-A

(Property of the First Party Sri Ramkrishna Talukder)

ALL THAT the piece and parcel of a First floor, Northern side flat consisting of 2 bed rooms,1living/ dining ,1 kitchen , 1 toilet ,

measuring about built up area of 817 square feet super built up area of 980 sq. ft. (be a little more or less) comprised in the said building lying and situated at Premises No. 65/1/1D, Bose Pukur Road, P.S. Kasba, Kolkata-700042, within the limits of the Kolkata Municipal Corporation under Ward No.91 Borough X together with all common rights in paths, passages, drains, sewerage, lights, rights, privileges, easements, walls, pillars, water electricity and drainage lines, reservoir, overhead tanks stairs, entrance doors etc. in the building alongwith common equal right on the roof above the said premises alongwith proportionate share in the ground land situate lying at the premises mentioned and described in the **FIRST SCHEDULE** above and is referred to as the **Lot 'A'** property and marked and bordered in **RED colour** .

THE THIRD SCHEDULE ABOVE REFERRED TO:

LOT-B

(Property of the Second Party Sri Prabir Kumar Talukdar)

ALL THAT the piece and parcel of a First floor, Southern side consisting of 2 bed rooms , 1 living/dining ,1 kitchen, 1 toilet , and 1 verandah measuring about a built up area of 905 square feet super built up area of 1086 square Feet (be a little more or less) comprised in the said building lying and situated at 65/1/1D, Bose Pukur Road, Kolkata-700042, Police Station- Kasba, within K.M.C.Ward No.91 Borough- X , together with all common rights

in paths passages, drains, sewerage, lights, rights, privileges, easements, walls, pillars, water electricity and drainage lines, reservoir, overhead tanks, stairs, entrance doors etc. in the building along with common equal right on the roof above the said premises alongwith proportionate share in the ground land situate lying at the Premises mentioned and described in the **FIRST SCHEDULE** above and is referred to as the **Lot 'B'** property and marked in **YELLOW** border.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

LOT-C

(Property of the Third Party Sri Shyam Sundar Talukdar)

ALL THAT the piece and parcel of a Ground floor flat Southern side consisting of 2 bed rooms ,1 living/ dining ,1 kitchen ,1 toilet , measuring about built up area of 817 square feet built up area Super built up area of 980 square feet (a little more or less) comprised in the said building lying and situated at 65/1/1D Bose Pukur Road ,Kolkata-700042 ,Police Station- Kasba within K.M.C. Ward No. 91 Borough-X together with all common rights in paths passages, drains, sewerage, lights, rights, privileges, easements, walls, pillars, water electricity and drainage lines, reservoir, overhead tanks, stairs, entrance doors etc. in the building along with common equal right on the roof above the said premises alongwith proportionate share in the ground land situate lying at

the Premises mentioned and described in the **FIRST SCHEDULE** above and is referred to as the **Lot 'C'** property and marked in **GREEN** border.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

LOT-D

(Property of the Third Party Sri Sukumar Talukdar)

ALL THAT the piece and parcel of a Ground floor flat Northern side consisting of 2 bed rooms, 1 living/dining, 1 kitchen, 1 toilet , measuring about built up area of 817 square feet built up area Super built up area of 980 square feet (a little more or less) comprised in the said building lying and situated at 65/1/1D Bose Pukur Road, Kolkata-700042 ,Police Station- Kasba within K.M.C. Ward No91 Borough-X together with all common rights in paths passages, drains, sewerage, lights, rights, privileges, easements, walls, pillars, water electricity and drainage lines, reservoir, overhead tanks, stairs, entrance doors etc. in the building along with common equal right on the roof above the said premises alongwith proportionate share in the ground land situate lying at the Premises mentioned and described in the **FIRST SCHEDULE** above and is referred to as the **Lot 'C'** property and marked in **BLUE** border.

THE SIXTH SCHEDULE ABOVE REFERRED TO:**(Title deed and other documents)**

1. **Deed Of Partition in the year 1986** executed in favour of late Harihar Talukdar duly recorded vide. Book No. I, Being No. 18886, for the year 1986 at the Office of Sub-Registrar, Alipore where Late Harihar Talukdar became the absolute owner of 3 Cottahs 13 Chittacks 20 sq. ft. of land lying and situated at 65/1/1D, Bose Pukur Road, P.S. Kasba, Kolkata – 700 042.
2. Gift deed of 1/7th portion of the property about 3 Cottahs 13 Chittacks 20 sq. ft. of land consisting of 2(Two) storied building lying and situated at the Premises No. 65/1/1D, Bose Pukur Road, P.S. Kasba, Kolkata – 700 042, in the year of 2013 Executed in favour of Sri Ram Krishna Talukdar, Sri Prabir Kumar Talukdar, Sri Shyam Sundar Talukdar and Sri Sukumar Talukdar will be **in the custody of Sri Prabir Kumar Talukdar**
3. Sanction plan of K.M.C. being sanction plan No,207 dated 9.11.1988 of Two Storied Building constructed at premises No. 65/1/1D, Bose Pukur Road, P.S. Kasba, Kolkata – 700 042.
4. Agreement by and between the Parties dated on 12.06.2013

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the 13th day of June 2013 .

SIGNED AND DELIVERED at

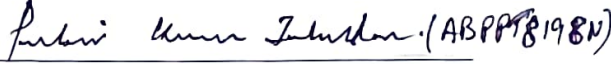
Kolkata in the presence of:

1. Sijua Talukdar
65/111D Bose Jukur
road . Kasba . Cal-42

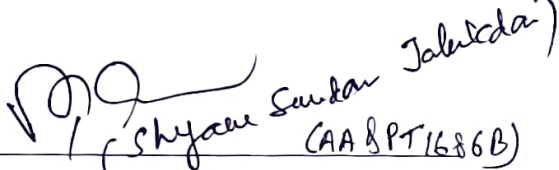
 (AJPPT 9136Q)
RAM KRISHNA TALUKDAR

SIGNATURE OF THE FIRST PARTY

2. Milun Kumar Talukdar
65X, D. P. Row
Kasba Cal-42

 (ABPPT 8198N)
PRADIP KUMAR TALUKDAR .

SIGNATURE OF THE SECOND PARTY

 (Shyama Sundar Talukdar)
(AAJPT 1686B)

SIGNATURE OF THE THIRD PARTY

 (SUKUMAR TALUKDAR)
(AAJPT 16127C)

SIGNATURE OF THE FOURTH PARTY

Drafted by :

Debasish Roy
Advocate
High Court, Kolkata .

Computer printed by:

Bappa Mandal
DAS TYPE CHAMBER
12, Old Post Office Street,
Kolkata - 700 001

RECEIVED from the within-named Second Party the within mentioned sum of Rs.50,000/- (Rupees Fifty Thousand) **each** only as and by way of difference of **Owety money** as per the following memo of receipt.

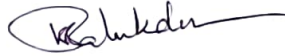
MEMO OF OWELTY MONEY

(Rupees 50,000/-) - each

Total Rupees One Lac Fifty Thousand.

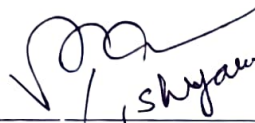
WITNESSES:

1. Sipa Talukdar



SIGNATURE OF THE FIRST PARTY

2. M/a (Nidan K. Talukdar)

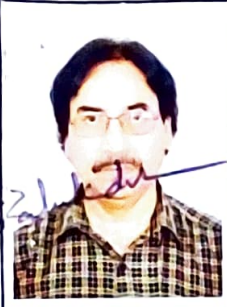



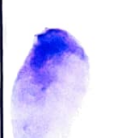
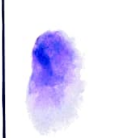



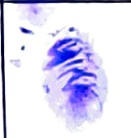
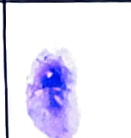



(Shyam Sundar Talukdar)

SIGNATURE OF THE THIRD PARTY

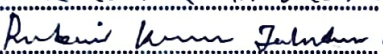




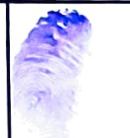


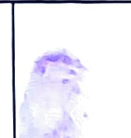
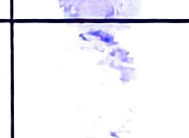



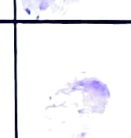
SIGNATURE OF THE FOURTH PARTY


		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					



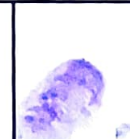
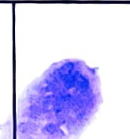
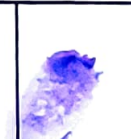
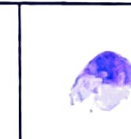
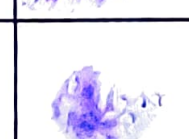
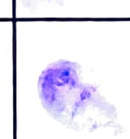
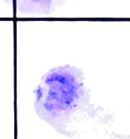


Name RAM KRISHNA TALUKDAR
 Signature 

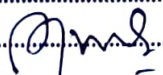
		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name PRABIR KUMAR TALUKDAR
 Signature 

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name Shyam Sundar Talukdar
 Signature 

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name SUKUMAR TALUKDAR
 Signature 

DATED THIS 13th DAY OF June 2013

B E T W E E N

SRI RAMKRISHNA TALUKDAR

.....FIRST PARTY

AND

SRI PRABIR KUMAR TALUKDAR

.....SECOND PARTY

AND

SRI SHYAM SUNDAR TALUKDAR

.....THIRD PARTY

AND

SRI SUKUMAR TALUKDAR

.....FOURTH PARTY

DEED OF PARTITION

DEBASISH ROY

ADVOCATE