

AND WHEREAS the Third Part is entitled to an undivided  $1/3^{\text{rd}}$  share of and in all the properties described in the Schedule 'A1', 'A2' & 'A3' hereto and hereinafter referred to as the said properties :

AND WHEREAS for the purpose of Partition in accordance with the respective shares of the properties as aforesaid and for more convenient and exclusive possession and better use and occupation and enjoyment of the undivided portion and for avoidance of future complication, the parties viz. First Part, Second Part and Third Part have mutually agreed and decided to have the said properties partitioned by metes and bounds in the manner hereinafter appearing viz. the First Part shall accept the properties set out in the Schedule 'B', the Second Part shall accept the properties set out in the Schedule 'C' and the Third Part shall accept the properties mentioned in the Schedule 'D' hereunder 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 the properties mentioned in the Schedule 'A1', 'A2' and 'A3' hereunder are valued in total at Rs. 9,00,000/- and the value of the properties viz. the property mentioned in Schedule 'B' is valued at Rs. 3,00,000/-, the property mentioned in the Schedule 'C' hereunder is valued at Rs. 3,00,000/- and the property mentioned in the Schedule 'D' hereunder is valued at Rs. 3,00,000/- only. The property mentioned in the Schedule 'B' hereunder and also mentioned in the Schedule 'A3' hereunder is partly under possession and in occupation of outsiders and tenants and nos. of litigation bearing Title Suit No. 17 of 1988, 100 of 1994 and 376 of 2001 are pending in the Civil Courts at Alipore.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. That in pursuance of the said Agreement and in consideration of the absolute ownership acquired by the Parties in respect of the allotments made hereunder and by virtue of mutual transfers and releases hereunder effected, the said Second Part and Third Part do hereby and hereunder



Contd..... grant



grant, convey, transfer, assure, assign, confirm and release unto the said First Part ALL THAT the property set forth in the Schedule 'B' hereunder along with liberties, easements, appendages and appurtenances whatsoever so as to constitute the said First Part, the sole and absolute owner of the property comprised in the said Schedule 'B' freed and discharged from all rights in common mentioned in the Schedule 'B' and all claims, demands whatsoever of the Second Part and Third Part concerning the same TO HAVE AND TO HOLD the same absolutely and for ever in fee simple in severalty against the said Second Part and Third Part.

2. 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 and by virtue of mutual transfers and releases hereunder effected, the said First Part and Third Part do hereby and hereunder grants, conveys, transfers, assures, assigns, confirms and releases unto the said Second Part ALL THAT the property set forth in the Schedule 'C' hereunder along with liberties, easements, appendages and appurtenances whatsoever so as to constitute the said Second Part, the sole and absolute owner of the property comprised in the said Schedule 'C' hereunder freed and discharged from all rights in common in the portion of the building mentioned in the Schedule 'C' and all claims, demands whatsoever of the First Part and Third Part concerning the same TO HAVE AND TO HOLD the same absolutely and for ever in fee simple in severalty against the said First Part and Third Part.
3. That in pursuance of the said Agreement and in consideration of the absolute ownership acquired by the Parties in respect of the allotments made hereunder and by virtue of mutual transfers and releases hereunder effected, the said First Part and Second Part do hereby and hereunder

Ad.  
Contd..... grant



grant, convey, transfer, assure, assign, confirm and release unto the said Third Part ALL THAT the property set forth in the Schedule 'D' hereunder along with liberties, easements, appendages and appurtenances whatsoever so as to constitute the said Third Part, the sole and absolute owner of the property comprised in the said Schedule 'D' freed and discharged from all rights in common mentioned in the Schedule 'B' and all claims, demands whatsoever of the First Part and Second Part concerning the same TO HAVE AND TO HOLD the same absolutely and for ever in fee simple in severalty against the said First Part and Second Part.

AND THIS INDENTURE FURTHERMORE WITNESSETH AS FOLLOWS :-

- A) That the said First Part, Second Part and Third Part shall have the custody and possession of all the documents of title as also the original Deed in respect of their allotted properties but the present Deed of Partition shall remain under the care and custody of the party of the First Part and at the request and cost of any of the either party, their 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 them and unless prevented by fire or any other inevitable accident keep them safe, unobliterated and uncanceled.
- B) That the property set forth in the Schedule 'A1', 'A2', 'A3' and Schedule 'B', 'C', and 'D' hereunder are free from all encumbrances.
- C) That no party shall be entitled to any easements or quasi-easements over the specific allotment of the property made to the respective parties which are all hereby extinguished.

Contd..... D) The parties



- D) The Parties shall enter upon their respective allotments and hold, possess and enjoy the same in severalty absolutely against each other without any claim, demand or interruption whatsoever.
- E) Each Party shall at the request and cost of the other Parties, does execute and perform or caused to be done, executed and performed all and every such acts, deeds and things or writings whatsoever as may be required from further better and more perfectly assuring the allotments hereunder made or for rectification of any error or omission.
- F) That the Parties herein shall be entitled to sell or otherwise transfer his allotment to any other Party or parties at his or their own wish and choice.
- G) The party of the First Part at his own wish by spending his own money may continue the suits presently pending in the Civil Court at Alipore, District - South 24 Parganas in respect of the property mentioned in the Schedule 'A3' and also in Schedule 'B' hereunder and neither of the Second Part nor the Third Part shall have any obligation to share and/or to bear any cost and expenses in respect of the property mentioned in the Schedule 'A3' and also in Schedule 'B' hereunder.
- H) 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/Deeds or writings as may be necessary to rectify the error or errors such further Deed or Deeds or writings as may be necessary to rectify the error or errors or implement the omission or omissions.

**THE SCHEDULE 'A1' ABOVE REFERRED TO**

(Marketable Value Rs. 3,00,000/-)

ALL THAT piece and parcel of a specific demarcated plot of land measuring a little more or less 2 cottahs 8 chittacks 0 sq. ft. within District 24 Parganas, at present within District - South 24 Parganas, previously

Contd..... Thana





Thana – Jadavpur, at present Police Station – Kasba, S.R. Office – Alipore, Pargana – Khaspur, District Collector's Touzi No. 155, Mouza - Garfa, Sabek Khatian No. 919 & 920, Hal Settlement Khatian No. 916, Sabek Dag No. 787 & 788, Hal Dag No. 1025/4713 ( land measuring 2 cottahs ) & 1026/4714(land measuring 8 chittacks) in total land measuring 2 cottahs 8 chittacks along with one-storied 40 year old residential house thereon constructed area more or less 1000 sq. ft. bearing CMC Premises No. 10, Ramlal Bazar, Postal No. 13, Ramlal Bazar, Assessee No. 31-106-21-0010-6 butted and bounded by :

- On The North :- 7'6" wide CMC Road.  
 On The South :- Land and property of Bhanu Ghosh.  
 On The East :- 6' wide CMC Road.  
 On The West :- Land and property of Sambhu Saha.

**THE SCHEDULE 'A2' ABOVE REFERRED TO**

(Marketable Value Rs. 3,00,000/-)

ALL THAT piece and parcel of a specific demarcated plot of land measuring a little more or less 2 cottahs 0 chittacks 37 sq. ft. within District 24 Parganas, at present within District - South 24 Parganas, previously Thana – Jadavpur, at present Police Station – Kasba, previously S.R. Office – Alipore, at present A.D.S.R. – Sealdah, District Collector's Touzi No. 145, J.L. No. 13, Mouza - Kasba, C.S. Khatian No. 522, C.S. Dag No. 1389 along with one-storied 30 year old residential house thereon constructed area more or less 1000 sq. ft. bearing Premises No. 91/93G, Bosepukur Road, Kolkata – 700 042 bearing Assessee No. 21-091-05-0534-8, butted and bounded by :

- On The North :- 20' KMC Road known as Bosepukur Road.  
 On The South :- Land within Dag No. 1389 under possession of Mr. Alo Banerjee.  
 On The East :- Land and property of Jayanti Chatterjee.  
 On The West :- Land and property of T.Bose.

Contd..... SCHEDULE 'A3'



**THE SCHEDULE 'A3' ABOVE REFERRED TO**

(Marketable Value Rs. 3,00,000/-)

ALL THAT piece and parcel of a specific demarcated plot of land measuring a little more or less 4 cottahs 7 chittacks 18 sq. ft. along with one-storied 60 year old house thereon constructed area more or less 1200 sq. ft. within District 24 Parganas, at present within District - South 24 Parganas, previously Thana - Jadavpur, thereafter Police Station - Kasba, at present Police Station - Purba Jadavpur, previously S.R. Office - Alipore, at present A.D.S.R. - Sealdah, District Collector's Touzi No. 12/13/10, J.L. No. 19, R.S. No. 2, Mouza - Garfa, Sabek Khatian No. 706, thereafter 725, R.S. Khatian No. 1431, Sabek Dag No. 541, Hal Dag No. 714 within Kolkata Municipal Corporation at present known and identified as Postal No. 123, Garfa main Road, CMC Premises No. 161, Garfa Mian Road, Assessee No. 31-104-12-0161-0, Kolkata - 700 075, under possession and in occupation of 4(four) Nos. of tenants and occupants and civil litigations are pending bearing title suit nos. 17 of 1988, 100 of 1994 and 376 of 2001 butted and bounded by :

- On The North :- Garfa Main Road.  
 On The South :- Land and property of Mr. P.B. Dasgupta.  
 On The East :- 6' wide common passage.  
 On The West :- KMC Office.

**SCHEDULE 'B' ABOVE REFERRED TO**

(Exclusively allotted to the First Part namely SRI HAREKRISHNA NANDY)

(Marketable Value Rs. 3,00,000/-)

ALL THAT piece and parcel of a specific demarcated plot of land measuring a little more or less 4 cottahs 7 chittacks 18 sq. ft. along with 60 year old house thereon constructed area more or less 1200 sq. ft. within District 24 Parganas, at present within District - South 24 Parganas, previously Thana - Jadavpur, thereafter Police Station - Kasba, at present Police Station - Purba Jadavpur, previously S.R. Office - Alipore, at present A.D.S.R. - Sealdah, District Collector's Touzi No. 12/13/10, J.L. No. 19, R.S. No. 2, Mouza - Garfa, Sabek Khatian No. 706, thereafter 725, R.S.



Contd..... Khatian



Khatian No. 1431, Sabek Dag No. 541, Hal Dag No. 714 within Kolkata Municipal Corporation at present known and identified as Postal No. 123, Garfa main Road, CMC Premises No. 161, Garfa Mian Road, Assessee No. 31-104-12-0161-0, Kolkata – 700 075, under possession and in occupation of 4(four) Nos. of tenants and occupants civil litigations are pending bearing title suit nos. 17 of 1988, 100 of 1994 and 376 of 2001 butted and bounded by :

- On The North :- Garfa Main Road.  
 On The South :- Land and property of Mr. P.B. Dasgupta.  
 On The East :- 6' wide common passage.  
 On The West :- KMC Office.

**SCHEDULE 'C' ABOVE REFERRED TO**

(Exclusively allotted to the Second Part namely SRI BASUDEB NANDY)

(Marketable Value Rs. 3,00,000/-)

ALL THAT piece and parcel of a specific demarcated plot of land measuring a little more or less 2 cottahs 0 chittacks 37 sq. ft. within District 24 Parganas, at present within District - South 24 Parganas, previously Thana – Jadavpur, at present Police Station – Kasba, previously S.R. Office – Alipore, at present A.D.S.R. – Sealdah, District Collector's Touzi No. 145, J.L. No. 13, Mouza - Kasba, C.S. Khatian No. 522, C.S. Dag No. 1389 along with one-storied 30 year old residential house thereon constructed area more or less 1000 sq. ft. bearing Premises No. 91/93G, Bosepukur Road, Kolkata – 700 042, Assessee No. 21-09I-05-0534-8, butted and bounded by :

- On The North :- 20' KMC Road known as Bosepukur Road.  
 On The South :- Land within Dag No. 1389 under possession of Mr. Alo Banerjee.  
 On The East :- Land and property of Jayanti Chatterjee.  
 On The West :- Land and property of T.Bose.

Raw

Contd.....SCHEDULE 'D'



SCHEDULE 'D' ABOVE REFERRED TO

(Exclusively allotted to the Third Part namely SRI SUDEB NANDY)

(Marketable Value Rs. 3,00,000/-)

ALL THAT piece and parcel of a specific demarcated plot of land measuring a little more or less 2 cottahs 8 chittacks 0 sq. ft. within District 24 Parganas, at present within District - South 24 Parganas, previously Thana - Jadavpur, at present Police Station - Kasba, S.R. Office - Alipore, Pargana - Khaspur, District Collector's Touzi No. 155, Mouza - Garfa, Sabek Khatian No. 919 & 920, Hal Settlement Khatian No. 916, Sabek Dag No. 787 & 788, Hal Dag No. 1025/4713 (land measuring 2 cottahs) & 1026/4714 (land measuring 8 chittacks) in total land measuring 2 cottahs 8 chittacks along with one-storied 40 year old residential house thereon constructed area more or less 1000 sq. ft. bearing CMC Premises No. 10, Ramlal Bazar, Postal No. 13, Ramlal Bazar, Assessee No. 31-106-21-0010-6 butted and bounded by :

- On The North :- 7'6" wide CMC Road.  
 On The South :- Land and property of Bhanu Ghosh.  
 On The East :- 6' wide CMC Road.  
 On The West :- Land and property of Sambhu Saha.

IN WITNESSES whereof the First Part, Second Part and Third part duly put their respective hands, seals and signatures on the day, month and year, first above written.

Signed, sealed and delivered

In presence of :-

1. Siddhanta Kumar Chakrabarty  
 4, Chakrabarty Road,  
 Kolkata, Cal-78.

Hare Krishna Nandy

(Signature of the First Part)

Badrachandran  
Assistant

2. Arinulha Chahi  
 P-104 Subodh Park  
 Kolkatta - 700 070.

(Signature of the Second Part)

Sudeb Nandy

(Signature of the Third Part)

Drafted and processed by :

Arinulha Chahi . Enr. No. WB/696/83  
 Advocate, Alipore Judges' Court, Kolkata - 700 027.







*[Signature]*  
Dist Sub-Registrar - III  
Alipore South 24 Parganas



*[Signature]*  
Dist Sub-Registrar - III  
Alipore South 24 Parganas

*[Signature]*  
Book No. 11159  
Volume No 3 of 60  
Page No 4 of 60  
Revised 11/11/15  
For the year 200 O/S

**CHECKED BY** *[Signature]*

Certified to be a true copy

*[Signature]*  
District Sub-Registrar-III  
Alipore, South 24-Parganas

25 APR 2017