

পन्ठियश्रका पश्चिम बंगाल WEST BENGAL Duplicali

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PARTITION DEED

THIS DEED OF PARTITION is made on this the 27th day of

Number, 2009 (Two Thousand Nine) BETWEEN (1) SRI BANKIM

CHANDRA HORE, son of Late Sirish Chandra Hore, by faith: Hindu,

by occupation: Retired, residing at 86, Thakur Para Road,

Keeser Hore and (3) <u>SRI MUKUT HORE</u>, son of Late Santosh Kumar Hore, both by faith: Hindu, by occupation: Service, both are residing at 86, Thakur Para Road, Kolkata: 700093, hereinafter jointly and collectively called and referred to as the <u>FIRST PARTY</u> (which expression shall unless be repugnant to the context be deemed to include their respective legal heirs, successors, administrators, representatives and assigns) of the *FIRST PART*;

AND

(1) <u>SRI ASHIS NEOGY</u>, son of Late Khagendra Kumar Neogy (2) <u>SRI SUBASHIS NEOGY</u>, son of Late Khagendra Kumar Neogy (3) <u>SMT. SWASTIKA SEN</u>, wife of Sri Mihir Sen (4) <u>SMT. DIPIKA GUPTA</u>, wife of Sri Chinmoy Gupta (5) <u>SMT. LIPIKA SAHA</u>, wife of Samir Saha (6) <u>SMT. SATIKA ROY</u>, wife of Sri Ashok Roy (7) <u>SRI SAMIR NEOGY</u>, son of Late Satyendra Kumar Neogy (8) <u>SMT. SWAGATA SENGUPTA</u>, wife of Dipak Kumar Sengupta, (9) <u>SRI UDAY NEOGY</u>, son of Late Rabindra Kumar Neogy (10) <u>SMT. TRIPTI NEOGY</u>, wife of Late Ajoy Neogy , (11) <u>SMT. GOURI NEOGY</u>, wife of Late Ramendra Kumar Neogy, (12) <u>SRI RANJAN NEOGY</u>, son of Late Ramendra Kumar Neogy, (13) <u>SRI RAJAT NEOGY</u>, son of Late Ramendra Kumar Neogy, (14) <u>SRI PHANINDRA KUMAR NEOGY</u>, son of Late Basanta Kumar Neogy

ECOND PARTY (which expression shall unless be repugnant to the context be deemed to include their respective legal heirs, successors, administrators, representatives and assigns) of the OTHER PART;

WHEREAS the Schedule 'A' property hereunder written originally belonged to one Harunar Rashid Mistry, Abdul Motaleb Mistry and others, while the said Owners were in possession and while in their names has been recorded in the settlement records of right and they paid all taxes and khazna to the concerning authority and were in absolute possession of the said property and the said properties were absolutely under their khas possession and due to dire need of money the said Owners by virtue of a sale deed sold the Schedule 'A' property to Sri Sirish Chandra Hore, son of Late Haran Chandra Hore and Sri Basanta Kumar Neogi, son of Purna Chandra Neogy. The said Deed was registered in the Office of before the Sub-Registrar at Alipore on 9th April, 1948 and recorded in Book No. I, Volume No. 38, Pages 230 to 245, Being No. 1766 for the year 1948. The said Purchasers have mutated their joint names in the record of the then J.L.R.O. and B.L.L.R.O. office and subsequently in the office of the Kolkata Corporation nov known as Kolkata Municipal Corporation and have paid al taxes thereon. Subsequent to that one of

Sirish Chandra Hore died on 21.11.76 and his wife Makhan Bala Hore also died on 07.08.1979 leaving behind their sons Sri Santosh Kumar Hore, Sri Bankim Chandra Hore, Sri Sishir Chandra Hore, Sri Jitendra Nath Hore and married daughters Smt. Santi Bhadra, Smt. Binapani Guha, Smt. Rekha Bhowmik, Smt. Sikha Bose, as the only legal heirs and successors of the deceased as per Hindu Succession Act and the said legal heirs inherited the entire estate in respect of their deceased father's undivided share of the said property as per provisions of Hindu Succession Act, 1956 and the said legal heirs due to difficulties in this joint enjoyment of the deceased father's property the said Sri Sishir Chandra Hore, Sri Jitendra Nath Hore, Smt. Sonali Bhowmik, Smt. Binapani Guha, Smt. Reba Bhowmik, Smt. Sikha Bose transfer their undivided 6/8 share upon the deceased father's undivided share in the said property to their Brother Sri Santosh Kumar Hore and Sri Bankim Chandra Hore by a Deed of Gift duly registered on 10.04.1985 in the office of the Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 46, Pages 288 to 2194, Being No. 2732 for the year 1985 and previous Owner has mutated his name in the records of the Kolkata Municipal Corporation in respect of the father undivided share in the said property. Be it mentioned here that the said Sri Santosh Kumar Hore and Sri Bankim Chandra Hore inherited 2/8 share on the deceased that each of the above said sons got 1/5th share of their deceased father's undivided share in the Scheduled 'A' property. Subsequent to that the abovesaid Khagendra Kumar Neogi and his wife Kamala Neogi died intestate leaving behind their two sons (a) Sri Ashish Neogi and (b) Sri Subhasis Neogi and four daughters (a) Smt. Swastika Sen, (b) Smt. Dipika Gupta, (c) Smt. Limika Saha and (d) Smt. Satika Roy and Sri Satyendra Kumar Neogi and his wife Smt. Kanika Neogi died intestate leaving behind their one son and one daughter namely (a) Sri Samir Neogi and (b) Smt. Swagata Sengupta, wife of Late Dipak Kumar Sengupta and Rabindra Kumar Neogi and his wife Karabi Neogi died intestate leaving behind their three sons namely (a) Sri Uday Neogi (b) Tripti Neogi and (c) Ramendra Kumar Neogi died intestate leaving behind his wife (a) Smt. Gouri Neogi and two sons namely (b) Sri Rajat Neogi and (c) Sri Ranjan Neogi and the said legal heirs as per provisions of Hindu Succession Act inherited the entire estate of the deceased Basanta Kumar Neogi's undivided share in the Schedule 'C' property. The said party of the First Part and Second Part are in joint possession of the Schedule 'A' property absolutely. And the said above partition of Basanta Kumar Neogi was mutated in the records of the Kolkata Municipal Corporation and the said undivided share and/or portion of the land is now known and numbered as Municipal Premises No. 88, Thakur Para Road, Kolkata:

the Lands of the Kolkata Municipal Corporation under Ward No. 114. Due to difficulties in the Joint enjoyment and occupation of the said property, both the parties amicably settled between themselves to make the partition of the property metes and bound and accordingly both of them jointly appointed a Surveyor and after proper measurement of the property proposed for partition plan to the Surveyor and by the consent of both the parties partition plan was prepared by the said Surveyor as per the amicable settlement by and between the parties to this Deed and after being satisfied about the said plan agreed to make partition of the Schedule 'A' property and according to the said partition plan proposed as per the advice and directive of both the parties. In the said attached plan demarcating the said total land into two separate lots being "A" and "B". The said plan is a part of this Deed. And according to the said plan, lot "B" is measuring more or less 8 cottahs 12 chittaks 19 square feet and the said area is bordered in "RED" is allotted to the FIRST PARTY and according to the said plan and lot "A" border Green in the said plan measuring more or less 9 cottahs 11 chittaks 40 Square feet was allotted to the **SECOND PARTY**. Thus the allotment of the plan were amicably settled between the above said parties according to their own sweet will and own valuation.

where in the SCHEDULE 'A' property and Second Party also got undivided share in the SCHEDULE 'A' property and the same is being partitioned by meats and bound between the Parties to this Deed.

<u>AND WHEREAS</u> due to difficulties in the joint enjoyment in the <u>SCHEDULE 'A'</u> property the partition to this partition deed amicably decided to made the partition of the said property arrangements themselves in terms of this Partition Deed.

AND WHEREAS for the purpose of partition and/or division of the said property into separate lot is in according with the respective share of the parties as aforesaid and for more convenient and exclusive possession and better use, occupation and enjoyment of the divided portion have mutually agreed and decided to have the said properties partitioned by meats and bounds in the manner hereinafter appeared in the SCHEDULE 'A' hereunder that the First Party shall accept the properties set forth in the SCHEDULE 'B' morefully described and delineated in plan bordered RED in lot "B" of the attached plan as their exclusive proportionate in lieu of their respective share in the joint properties. All the Second Party shall accept the properties as set out in the SCHEDULE 'C' hereunder that the First Party shall accept the properties set forth in the SCHEDULE

The anached plan as their exclusive proportionate in lieu of their respective share in the joint properties. All the Second Party shall accept the properties as set out in the Schedule 'C' morefully described and delineated in plan bordered <u>GREEN</u> in Lot 'A' of the aforesaid plan as their respective share in the joint properties of estate. All question as to accounts and mutual dealing have been waived.

AND WHEREAS the said entire properties was valued at Rs.2,00,000/- (Rupees Two Lakhs) only thus the valuation of the First Party's property is Rs.1,00,000/- (Rupees One Lakh) only and the valuation of the Second Party's property is Rs.1,00,000/- (Rupees One Lakh) only respectively as the same was estimated for the equal of the parties as per respective allotments.

NOW THIS DEED WITNESSETH as follows:-

1.. That in pursuance of the said Agreement and in consideration of absolute Ownership acquired by the Parties in respect of the allotments, hereunder made under and by virtue of mutual transfer and release hereunder effected, the Second Party hereby and hereunder grant, convey, transfer, assure, assign, confirm and release unto the First Party with the properties set forth in the **SCHEDULE**

Techs. liabilities, easements, appendages and appurtenances whereof so as to constitute the said First Party sole and absolutely owner of the property comprised in the <u>SCHEDULE 'B'</u> property freed and discharged from all rights in common and all claims demand whatsoever of the partition of the other part concerning the same and to have and to hold the same absolutely and forever in fee simple in severalty against the Second Party.

2... That in pursuance of the said Agreement and in consideration of the absolute Ownership acquired by the properties in respect of the allotment hereunder made by virtue of the mutual transfer and release hereunder contained that the First Party do hereby as hereunder grant, convey, transfer, assure, assign confirm and release unto the Second Party with the properties set forth in the SCHEDULE 'C' hereto together with all areas, sewers, drains, water, water courses, lights, liabilities, easements, appendages and appurtenances whatever so as to constitute the said SECOND PARTY the sole and absolute Owner of the property comprised the SCHDULE 'C' property freed and discharged from all rights in common and all claims and demand whatsoever of the partition of the OTHER PART concerning the same to have and to hold the same

PARTY.

AND THIS DEED FURTHERMORE WITNESSETH as follows:-

- 1.. That the said First Party shall have the custody and possess of all the documents, title and as also original of this Deed and will at the request and cost of the Second Party, his/their heirs, successors of assigned, produced or caused to be produced and/or any one of them for inspection or as evidence on their behalf at all trials, examinations or commissions or otherwise as may be required by him or them and unless prevented by fire or any other inevitable accident keep them save unobliterated and uncancelled for.
- 2.. That the property as set out in the <u>SCHEDULE</u> below are free from all encumbrances, attachments, lien, lispendence, devutter, trust, pirottar and no notice of acquisition or requisition has been served upon the present owners or their predecessors in exist. There is no dispute pending in any court of law relating to the <u>SCHEDULE 'A'</u> property and there is no order of injunction restraining for making amicable partition and/or transfer of the said property. Thus the parties hereto has absolute right and authority to deal with the same.

- That no part shall be entitled to easement or quasi easement and/or preemption over the allotments made to the other party which are all herby extinguished.
- 4.. That the party shall enter their respective allotment and hold, possession and enjoy the same in severalty, absolutely against each other without any claim demand or interruption whatsoever.
- 5.. Each party shall at the request and cost of the other party, do execute and perform or cause to be done, executed and perform all and every such acts, deeds, things or writings whatsoever as may be required for further better and more perfectly assuring the allotments hereunder made or rectification of error or omission.
- 6.. That the parties shall be entitled to sell or otherwise transfer his or their allotment to stranger, outsider rather than the parties or the sweet will and in that consequence there is nothing to offer the same to the other party or parties for the same. Thus each of the party to this Deed relinquish their pre-emptive over the properties respectively forever.
- 7. That this partition shall not be re-opened nor challenged under any circumstances by any reason or any error or omission and

meanings as may necessary to rectify all errors or implements the

Partition Deed and the other Party will be the Custodian of the Duplicate Deed of the said Partition Deed. That other party shall have the right to inspect the original Partition Deed from the First Party and the said First Party shall allow to the other party for inspection of the said document from First Party all the times to go until or unless the same is being described by any unto wards incident which is beyond the control of the Party.

SCHEDULE 'A' AS ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land admeasuring more or less 18 cottahs 8 chittaks 14 Square feet situated and lying within District 24-Parganas, under Mouza: Purba Putiary, J.L. No. 43, Touzi No. 18, Dag No. 262, Khatian No. 197, Pargana Magura within the limit of the Kolkata Municipal Corporation, Premises No. 88 & 86 Thakur Para Road, Ward No. 114, Borough XI, Police Station: Regent Park, the said property is butted and bounded as follows:-

ON THE NORTH: 12' wide Thakur Para Road,

ON THE SOUTH: Plot of Smt. Pratima Rani Hore, plot of

Akhil Moullick and Nikhil Moulick and plot

of Late Basanta Kr. Neogi,

ON THE EAST : Plot of Smt. Jolly Bose.

ON THE WEST: Plot of Late Kalipada Chakraborty.,

SCHEDULE 'B' AS ABOVE REFERRED TO

ALL THAT a piece and parcel of Bastu land admeasuring more or less 8 cottahs 12 chittaks 19 Square feet situated and lying within District 24-Parganas, under Mouza: Purba Putiary, J.L. No. 43, Touzi No. 18, Dag No. 262, Khatian No. 197, Pargana Magura within the limit of the Kolkata Municipal Corporation, Kolkata: 700093, being Municipal Premises No. 86 Thakur Para Road, Ward No. 114, Borough XI, Police Station: Regent Park, Assessee No. 31-114-25-0086-7, and also delineated Bordered "RED" as Lot "B" in the attached plan which is part of this Deed, the said property is butted and bounded as follows:-

ON THE NORTH: 12' wide Thakur Para Road,

ON THE SOUTH: Plot of Smt. Pratima Rani Hore,

ON THE EAST : Plot of Smt. Jolly Bose.

ON THE WEST : Premises No. 88, Thakur Para Road.,

SCHEDULE 'C' AS ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land admeasuring more or less 9 cottahs 11 chittaks 40 Square feet situated and lying within District 24-Parganas, under Mouza: Purba Putiary, J.L. No. 43, Touzi No. 18, Dag No. 262, Khatian No. 197, Pargana Magura within the limit of the Kolkata Municipal Corporation, Premises No. 88, Thakur Para Road, Kolkata: 700093, Ward No. 114, Borough XI, Police Station: Regent Park, Assessee No. 31-1145-25-0088-0 and also bordered <u>GREEN</u> as Lot 'A' in the attached plan which is part of this Deed, the said property is butted and bounded as follows:-

ON THE NORTH: 12' wide Thakur Para Road,

ON THE SOUTH: Plot of Akhil Moullick, and Nikhil Moullick

and partly plot of Late Basanta Kr. Neogi,

ON THE EAST : Plot of Bankim Ch. Hore & others, Premises

No. 86, Thakur Para Road.

ON THE WEST : Plot of Late Kalipada Chakraborty.,

IN WITNESS WHEREOF the Parties hereto have

signed this Deed on the day, month and year first above written.

SIGNED, SELAED & DELIVERED

the Parties at Kolkata in Presence

of:

WITNESSES:

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FIRST PART

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Relante-41. 7. Samir Kr. Meogi

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2. Austrais Megg. 4. Dipika gupta

6. Swafika Roy. 8 Swagala Sengupla

10. Bot Prexisti-12. Roman Neogi

Drafted by:

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SECOND PART

Abhi Bandyopadhyay

Advocate,

Alipore Judges' Court,

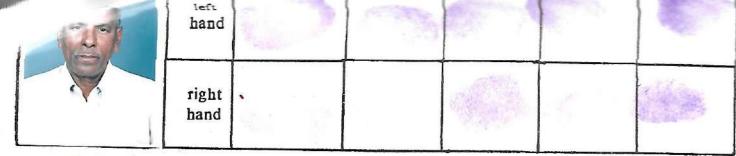
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Alipore Judges' Court,

Kolkata: 700027.



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Signature Bankim Mare

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Name SRI MUKUT HORE
Signature Sri Merkut Hove

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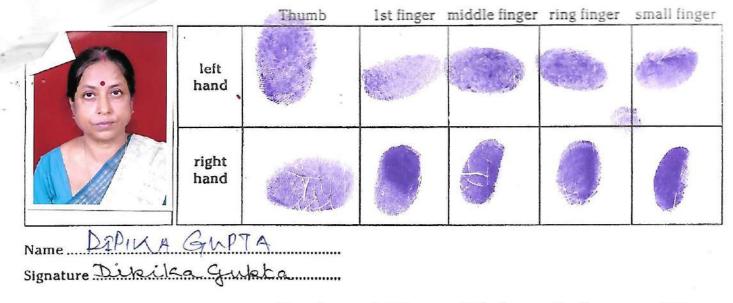
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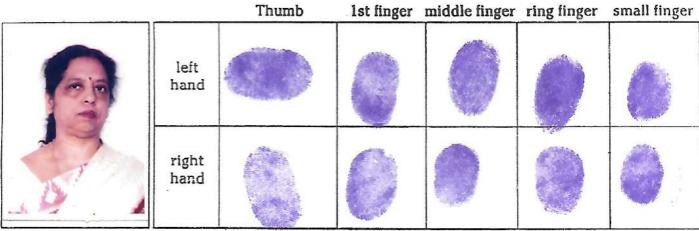
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Name SWATIKA ROY
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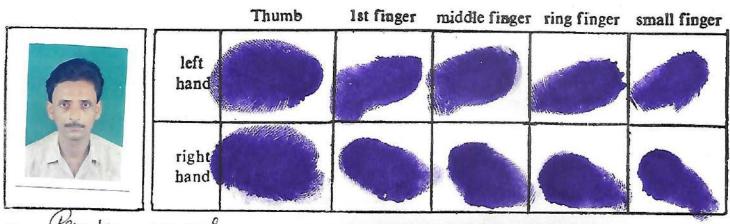
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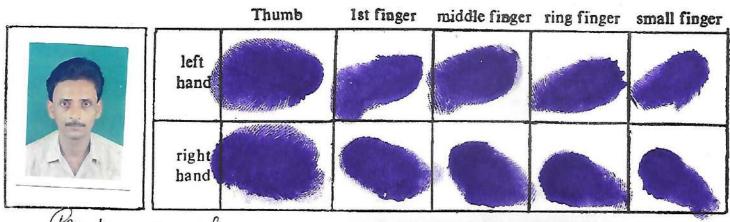
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Government Of West Bengal

Office Of the A. D. S. R. ALIPORE District:-South 24-Parganas

Endorsement For Deed Number: I - 07886 of 2009

(Serial No. 09150 of 2009) (Duplicate Deed of the Original Deed No I - 07885 of 2009)

On 27/11/2009

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

Presented for registration at 11.35 hrs on :27/11/2009, at the Private residence by Bankim Chandra Hore, one of the Executants.

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

Execution is admitted on 27/11/2009 by

- Bankim Chandra Hore, son of Lt Sirish Chandra Hore, 86 Thakur Para Rd Kolkata, Thana, Pin 700093, By Caste Hindu, By Profession: Retired Person
- Soumitra Hore, son of Lt Santosh Kr Hore, 86 Thakur Para Rd Kolkata, Thana., Pin 700093, By Caste Hindu, By Profession: Service
- Mukut Hore, son of Lt Santosh Kr Hore, 86 Thakur Para Rd Kolkata, Thana., Pin 700093, By Caste Hindu, By Profession: Service
- Ashis Neogy, son of Lt Khagendra Kr Neogy, 88 Thakur Para Rd Kolkata, Thana., Pin 700093, By Caste Hindu, By Profession: Others
- Subashis Neogy, son of Lt Khagendra Kr Neogy, 88 Thakur Para Rd Kolkata, Thana, Pin 700093, By Caste Hindu, By Profession: Others
- Swastika Sen, wife of Mihir Sen, 88 Thakur Para Rd Kolkata, Thana., Pin 700093, By Caste Hindu, By Profession: Others
- 7. Dipika Gupta, wife of Chinmoy Gupta , 88 Thakur Para Rd Kolkata , Thana .,Pin 700093, By Caste Hindu, By Profession : Others
- 8. Lipika Saha, wife of Samir Saha, 88 Thakur Para Rd Kolkata , Thana .,Pin 700093, By Caste Hindu, By Profession : Others
- 9. Satika Roy, wife of Ashok Roy, 88 Thakur Para Rd Kolkata, Thana, Pin 700093, By Caste Hindu, By Profession: Others
- Samir Neogy, son of Lt Satyendra Kr Neogy, 88 Thakur Para Rd Kolkata, Thana, Pin 700093, By Caste Hindu, By Profession: Others
- 11. Swagata Sengupta, wife of Dipak Kr Sengupta , 88 Thakur Para Rd Kolkata , Thana , Pin 700093, By Caste Hindu, By Profession : Others
- 12. Uday Neogy, son of Lt Rabindra Kr Neogy, 88 Thakur Para Rd Kolkata, Thana., Pin 700093, By Caste Hindu, By Profession: Others
- 13. Tripti Neogy, wife of Lt Ajoy Neogy , 88 Thakur Para Rd Kolkata , Thana .,Pin 700093, By Caste Hindu, By Profession : Others
- 14. Gouri Neogy, wife of Lt Ramendra Kr Neogy , 88 Thakur Para Rd Kolkata , Thana .,Pin 700093, By Caste Hindu, By Profession : Others
- 15. Ranjan Neogy, son of Lt Ramendra Kr Neogy, 88 Thakur Para Rd Kolkata, Thana., Pin 700093, By Caste Hindu, By Profession: Others

(Utpal Kumar Basu) ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2

30/11/2009 01:31:00 P



Government Of West Bengal Office Of the A. D. S. R. ALIPORE District:-South 24-Parganas

Endorsement For Deed Number: I - 07886 of 2009

(Serial No. 09150 of 2009) (Duplicate Deed of the Original Deed No I - 07885 of 2009)

- 16. Rajat Neogy, son of Lt Ramendra Kr Neogy, 88 Thakur Para Rd Kolkata, Thana., Pin 700093, By Caste Hindu, By Profession: Others
- 17. Phanindra Kr Neogy, son of Lt Basanta Kr Neogy, 88 Thakur Para Rd Kolkata , Thana .,Pin 700093, By Caste Hindu, By Profession : Others

Identified By Abhi Banerjee, son of . , . , Thana: ., By Caste: Hindu, By Profession: Advocate.

(Utpal Kumar Basu) ADDITIONAL DISTRICT SUB-REGISTRAR

On 30/11/2009

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: 23,45,5 of Indian Stamp Act 1899.

Payment of Fees:

Fee Paid in rupees under article: A(1) = 24420/- ,E = 14/- on 30/11/2009

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 for Partition Amount has been assessed at Rs.- 2105568/-, for Conveyance Amount has been assessed at Rs.- 115957/- for the chargeability of the stamp duty and registration fees.

Certified that the required stamp duty of this document is Rs.- 17505 /- and the Stamp duty paid as: Impresive Rs.- 100/-

(Utpal Kumar Basu) ADDITIONAL DISTRICT SUB-REGISTRAR

(Utpal-Kumar Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

Certificate of Pegistration under section 60 and Rule 69.

Registered in Book - I CD Volume number 35
Page from 1500 to 1528
being No 07886 for the year 2009.



(Utpal Kumar Basu) 30-November-2009 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A. D. S. R. ALIPORE West Bengal