

03506

17871 1000Rs.



20M
12.4.06

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Deficit steps to 42999/-
18.4.06

384448



5000

Handwritten notes and signatures in the left margin, including a signature and the number '41,800'.

Handwritten notes on the right side, including a list of numbers and amounts: '449786 2/16/2006 7,800', '449787 - 2,900', '449788 - 2,900', and a total of '25,800'.

A-7029
E 7
9- 55
na 85
nb 4

ASSURANCE
Signature

DEED OF PARTITION

THIS INDENTURE made on this the 12th day of April, 2006 **BETWEEN SRI PRADIP KUMAR NANDI** son of Sukumar Nandi, deceased and ~~SMT. SIKHA NANDI~~ wife of Pradip Kumar Nandi by faith Hindu, both by occupation Landholder, of 61/4, Manik Bandopadhyay Sarani previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040 within the Kolkata

Handwritten notes and signatures in the bottom left corner, including 'A-7029' and '7029'.

23951/-
Case No. ... Receipt No.

TARAK DUTTA HUF
KARTA

1222

- 7 APR 2006

No Date
Sold to Banajita Praman Roy
Addressed
Res. 4 NP Cal.

50000/- = 50000/-

L S VENTR,
HIGH COURT - CAL.

Banajita Kumar Nandi



5848

20.m
Presented for Registration
at Kolkata Registration Office
on the 25th day of April 2006
Banajita Kumar Nandi
one of them

Banajita Kumar Nandi



5849

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA

- 1) Banajita Kumar Nandi
- 2) Pradip Kumar Nandi
- 3) Purabi Nandi
- 4) Aloni Nandi
- 5) ...

Pradip Kumar Nandi



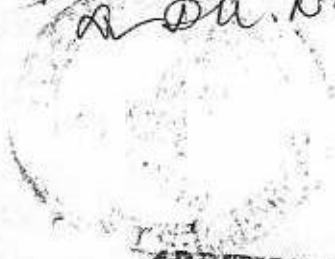
5850

Purabi Nandi

TARAK DUTTA HUB

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P. T. O.



ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Municipal Corporation area, Ward No.97, Boro - 10, P.S. Regent Park hereinafter called the "**FIRST PARTY**" (which expression shall unless 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 AND SMT. PURABI NANDI and ATIN NANDI** wife and son of Dilip Kumar

TARAK DUTTA HUF

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1222

7 APR 2006

No Date
Sold to Sanchita Barman Roy
Address
Rs. 10000/- H. NP Cal.

50000/- = 5000/-

L S VENDOR,
HIGH COURT CAL.



5851

Atin Nandi

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA.



5852

~~Chandra~~ (Amit Nandi)

Dr
Amit Nandi By At.
Nandi Barman Roy
(1) Tam Kun Nandi &
At Nandi
Chandra



5853

Tarun Kumar Nandi



Sanchita Barman Roy
Advocate
High Court, Calcutta

Sanchita Barman Roy,
Advocate
High Court, Calcutta

ADDITIONAL REGISTRAR OF
ASSURANCES-I, KOLKATA.



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

499501

3

Nandi, deceased and ~~SMT. KAKOLI NANDI~~ wife of Atin Nandi all by faith Hindu, by all Landholder of 61/4, Manik Bandopadhyay Sarani previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040 within the Kolkata Municipal Corporation area, Ward No.97, Boro - 10, P.S. Regent Park hereinafter called the "**SECOND PARTY**" (which expression shall unless excluded by or repugnant

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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART AND SRI AMIT NANDY** son of Ashok Kumar Nandy, deceased and ~~SMT. GAYATRI NANDY~~ wife of Amit Nandy, both by faith Hindu, Landholder of 61/4, Manik Bandopadhyay Sarani previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040 within the Kolkata Municipal Corporation area, Ward

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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No.97, Boro - 10, P.S. Regent Park hereinafter called the "**THIRD PARTY**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART AND SRI TARUN KUMAR NANDY** son of Naba Kumar Nandi, deceased and ~~SMT. SMRITI KANA NANDY~~ wife of *Re*

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AG
~~See~~ Tarun Kumar Nandy, both by faith Hindu, Landholder of 61/4, Manik Bandopadhyay Sarani previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040 within the Kolkata Municipal Corporation area, Ward No.97, Boro - 10, P.S. Regent Park hereinafter called the "**FOURTH PARTY**" (which expression shall unless 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 AND SRI BARUN KUMAR NANDI** son of Naba Kumar Nandi, deceased and ~~&~~
~~See~~ ~~SMT. ARATI NANDI~~ wife of Barun Kumar Nandi, both by faith Hindu, Landholder of 61/4, Manik Bandopadhyay Sarani previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040 within the Kolkata Municipal Corporation area, Ward No.97, Boro - 10, P.S. Regent Park hereinafter called the "**FIFTH PARTY**" (which expression shall unless 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 **FIFTH PART.**

WHEREAS (a) by an indenture of conveyance dated 21.01.1948 Naba Kumar Nandi deceased purchased a land at 15A, Gokul Kunj presently known as 61/4, Manick Bandopadhyay Sarani, from M/s. Mugneeram Bangur & Co. on 21.01.1948 through out right purchase thereof vide title deed No. I-352 of 1948 of the office of the Sub-Registrar, Alipore. What late Naba Kumar Nandy Nandy acquired thus, was the permanent lease hold right

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over the 4.554 Cottah of land for a lease period of 9956 years reckoning from the 1948 with option of renewal for another 9999 years by virtue of the terms of lease granted by the superior landlord and lessor, late Rai Bahadur Dwarakanath Chakraborty on 30.04.1940 in favour of M/s. Mugnceram Bangur & Co. of 372/4, Russa Road (South), P.S. Tollygunge, Dist. 24 Parganas, vide the original indentures of lease date 30.04.1940 registered at Alipore Sadar Sub-Registry as Deed No.1334 of 1940 and Deed No.1333 of 1940.

(b) At the time of transfer of the lease-hold right over scheme plot No.15A in favour of Late Naba Kumar Nandy, M/s. Mugneeram Bangur & Co. was the permanent lease-holder of the land, enjoying the right of Mourashi Mokarari tenure over the land. Thus, late Naba Kumar Nandy and his successors are enjoying all rights and endowments bestowed upon M/s. Mugneeram Bangur & Co. by virtue of the lease terms settled between them and the superior lessor and landlord late Rai Bahadur Dwarakananath Chakraborty (since succeeded by Dwarakanath Trust Estate).

AND WHEREAS in the year 1991 after making a gift of 1.320 Cottah of Land (out of 4.554 Cottah) to Smt. Mira Sil, the said Naba Kumar Nandy became the owner of 3.234 Cottah of land at 15A, Gokul Kunj (previously known) presently known as 61/4, Manick Bandopadhyay Sarani.

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AND WHEREAS the said Naba Kumar Nandy (deceased) made a Pucca residential building on the said land (3.234 Cottahs).

AND WHEREAS at present a two storied (partly three storeyed) pucca residential building is built on the land (3.234 Cottah) at different terms in 1948, 1984 and 1990 by the said Naba Kumar Nandy (deceased) and his successors.

AND WHEREAS the said Naba Kumar Nandi, deceased who was during his life time and at the time of his death governed by the Dayabhaga or Bengal School of Hindu Law died intestate on or about 10th August, 1969 leaving behind him surviving the parties as his sons and heirs under the said law and possessed of the said land hereditament messuage tenement dwelling house and premises therein known as 15A, Gokul Kunja, previously known as Moore Avenue, Tollygunge, Kolkata - 700 040 now numbered as 61/4, Manick Bandopadhyay Sarani, Tollygunge, Kolkata - 700 040 within the Kolkata Municipal Corporation Area Ward No.97, Boro - 10, and comprised in C.S. Dag Nos.251, 250, 550, 551 & 552 pertaining to C.S. Khatian No.103 & 48 of Mouza Shibpore (Tollygunge), J.L. No.42 (C.S.), Touzi No.151, P.S. Regent Park more fully described in the Schedule 'A' hereunder written and delineated in the map or plan annexed hereto.

AND WHEREAS the said Naba Kumar Nandi since deceased who was during his life time and at the time of his death

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governed by the Bengal School of Hindu Law died intestate in or about 10th August, 1969 leaving the said parties hereto as his sons and heirs under the said law and possessed of an undivided land hereditament messuage tenement dwelling house and premises No. 15A, Gokul Kunja (Moore Avenue), Tollygunge, Kolkata - 700 040 now known as 61/4, Manick Bandopadhyay Sarani, Moore Avenue, Tollygunge, Kolkata - 700 040 within the Kolkata Municipal Corporation area Ward No.97, Boro - 10, P.S. Regent Park.

AND WHEREAS the said parties hereto are now jointly entitled to the said land hereditament messuage tenement dwelling house and premises No. 15A, Gokul Kunja previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040 now known as 61/4, Manick Bandopadhyay Sarani previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040 within the Kolkata Municipal Corporation area in its assessment register of the Kolkata Municipal Corporation Borough 10, P.S. Regent Park, Ward No.97.

AND WHEREAS the parties hereto being desirous of effecting an amicable partition of the said land hereditament messuage tenement dwelling house and premises 61/4, Manick Bandopadhyay Sarani, previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040 by metes and bounds into 5(five) Parts appointed Sri P.C. Bhattacharya, B.E., F.I.E., F.I.V. as the Surveyor for surveying and valuing the said premises No. 61/4,

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Manick Bandopadhyay Sarani previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040 and dividing the said property into 5(five) separate Lots and preparing necessary plans for that purpose.

AND WHEREAS the said Surveyor has surveyed the said premises No. 61/4, previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040 same into 5(five) lots 'A', 'B', 'C', 'D' & 'E' and 'F' has made and submitted his report together with the necessary plan which has been accepted by the parties hereto and such plan has been annexed hereto.

AND WHEREAS in his said report the said Surveyor has valued the said premises No. 61/4, Manick Bandopadhyay Sarani previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040 at a sum of Rs. ^{11,05818/-} ~~27,64,540/-~~ (Rupees Twenty Seven lacs Sixty Four thousand Five hundred Forty) only and has divided the said premises in such a way that the value of all the partitions are valued separately.

Manick Bandopadhyay Sarani

AND WHEREAS the parties hereto have agreed verbally between themselves that the Lot 'A' of the said premises No. 61/4, Manick Bandopadhyay Sarani, previously known as Moore Avenue, Tollygunge, Kolkata - 700 040 fully described in the Schedule-II hereto and shown and delineated within 'Green' borders in the Surveyor's Plan annexed hereto should be allotted to and taken in

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its entirety by the said Pradip Kumar Nandi and ~~Smt. Sikha Nandi~~^{Go} being the FIRST PARTY as and for his undivided 1/5th part or share in the said premises No. 61/4, Manick Bandopadhyay Sarani previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040 to be hold and enjoyed by him in severally absolutely and that the said Lot 'B' of the premises No. 61/4, Manick Bandopadhyay Sarani previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040 fully described in the Schedule-III hereto and shown and delineated within 'Yellow' borders in the Surveyor's plan annexed hereto should be allotted to and taken in its entirety by the said Smt. Purabi Nandi, Sri Atin Nandi and ~~Smt. Kakoli Nandi~~^{Go} being the SECOND PARTY hereto as and for their undivided 1/5th part or share in the said premises No. 61/4, Manick Bandopadhyay Sarani previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040 to be held and enjoyed by them in severally absolutely and that the said Lot 'C' of the premises No. 61/4, Manick Bandopadhyay Sarani previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040 fully described in the Schedule-IV hereto and shown and delineated within '**Pink**' borders in the Surveyor's plan annexed hereto should be allotted to be taken in its entirety by the said Sri Amit Nandy and ~~Smt. Gayatri Nandi~~ being the THIRD PARTY hereto as and for his undivided 1/5th part or share in the said premises No. 61/4, Manick Bandopadhyay Sarani previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040 to be hold and enjoyed by him in severally absolutely and that the said Lot 'D' of the premises No. 61/4, Manick Bandopadhyay

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Sarani previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040 fully described in the Schedule-V hereto and shown and delineated within 'Red' borders in the Surveyor's Plan annexed hereto should be allotted to and taken in its entirety by the said Sri Tarun Kumar Nandy and ~~Smt. Smriti Kana Nandy~~ being the ^{4th} FOURTH PARTY hereto as and for his undivided 1/5th part or share in the said premises No. 61/4, Manick Bandopadhyay Sarani previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040 to be held and enjoyed by him in severally absolutely and that the said Lot 'E' of the premises No. 61/4, Manick Bandopadhyay Sarani previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040 fully described in the schedule-VI hereto and shown and delineated within 'Orange' borders in the Surveyor's plan annexed hereto should be allotted to and taken in its entirety by the said Sri Barun Kumar Nandi and ~~Smt. Arati Nandi~~ being the FIFTH PARTY ^{5th} hereto as and for his undivided 1/5th part or share in the said premises No. 61/4, Manick Bandopadhyay Sarani previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040 to be held and enjoyed by them according to their respective rights jointly as regards themselves.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement in consideration of the absolute ownership acquired by the parties in respect of the allotments hereunder and by virtue of mutual transfers and releases hereunder effected. The said Smt. Purabi Nandi, Sri Atin Nandy and ~~Smt. Kakoli Nandi~~, ^{6th}

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Amit Nandy, ~~Smt. Gayatri Nandy~~, Sri Tarun Kumar Nandy, ~~Smt. Smriti Kana Nandy~~, Sri Barun Kumar Nandi, ~~Smt. Arati Nandi~~ hereby and hereunder grant, convey, transfer, assure, assign, confirm and release unto the said SRI PRADIP KUMAR NANDI AND ~~SMT. SIKHA NANDI~~ All That the property set forth in Lot 'A' in the Schedule-II hereto, together with all areas, sewers, drain, water, water sources, lights, liberties, easements, appendages and appurtenances whatsoever so as to constitute the said Sri Pradip Kumar Nandi and Smt. Sikha Nandi the sole and absolute owner of the property comprised in the said Lot 'A', Schedule-II freed and discharged from all rights in common and all claims, demands whatsoever of the parties of the Second, Third, Fourth and Fifth Parts convening the same and TO HAVE AND TO HOLD the same absolutely and for ever in fee simple in severalty against the ~~Smt. Purabi Nandi and Atin Nandi, Smt. Kakoli Nandi, Amit Nandy, Smt. Gayatri Nandi, Sri Tarun Kumar Nandy, Smt. Smriti Kana Nandy, Barun Kumar Nandi and Smt. Arati Nandi.~~

The said Sri Pradip Kumar Nandi, ~~Smt. Sikha Nandi~~, Sri Amit Nandy, ~~Smt. Gayatri Nandy~~, Sri Tarun Kumar Nandy, ~~Smt. Smriti Kana Nandi~~, Sri Barun Kumar Nandi and ~~Smt. Arati Nandi~~ hereby and hereunder grant, convey, transfer, assure, assign, confirm and release unto the said SMT. PURABI NANDI, SRI ATIN NANDI and ~~SMT. KAKOLI NANDI~~ All That the property set forth in Lot 'B' in the Schedule-III hereto, together with all areas, sewers, drain, water, water sources, lights, liberties, easements,

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appendages and appurtenances whatsoever so as to constitute the said Smt. Purabi Nandi, Sri Atin Nandi and ~~Smt. Kakoli Nandi~~ the sole and absolute owner of the property comprised in the said Lot 'B', Schedule-III freed and discharged from all rights in common and all claims, demands whatsoever of the parties of the First, Third, Fourth and Fifth Parts convening the same and TO HAVE AND TO HOLD the same absolutely and for ever in fee simple in severalty against the Sri Pradip Kumar Nandi, ~~Smt. Sikha Nandi~~, Sri Amit Nandy, ~~Smt. Gayatri Nandi~~, Sri Tarun Kumar Nandy, ~~Smt. Smriti Kana Nandi~~, Sri Barun Kumar Nandi and ~~Smt. Arati Nandi~~.

The said Sri Pradip Kumar Nandi and ~~Smt. Sikha Nandi~~, Smt. Purabi Nandi and Sri Atin Nandi, ~~Smt. Kakoli Nandi~~, Sri Tarun Kumar Nandy, ~~Smt. Smriti Kana Nandi~~, Sri Barun Kumar Nandi, ~~Smt. Arati Nandi~~ hereby and hereunder grant, convey, transfer, assure, assign, confirm and release unto the said SRI AMIT NANDY AND ~~SMT. GAYATRI NANDY~~ All That the property set forth in Lot 'C' in the Schedule-IV hereto, together with all areas, sewers, drain, water, water sources, lights, liberties, easements, appendages and appurtenances whatsoever so as to constitute the said Sri Amit Nandy, ~~Smt. Gayatri Nandi~~, the sole and absolute owner of the property comprised in the said Lot 'C', Schedule-IV freed and discharged from all rights in common and all claims, demands whatsoever of the parties of the First, Second, Fourth and Fifth Parts convening the same and TO HAVE AND TO HOLD the same absolutely and for ever in fee simple in severalty against the

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Sri Pradip Kumar Nandi, ~~Smt. Sikha Nandi~~, Smt. Purabi Nandi and Sri Atin Nandi, ~~Smt. Kakoli Nandi~~, Sri Tarun Kumar Nandy, ~~Smt. Smriti Kana Nandy~~, Sri Barun Kumar Nandi and ~~Smt. Arati Nandi~~.

The said Sri Pradip Kumar Nandi, ~~Smt. Sikha Nandi~~, Smt. Purabi Nandi and Sri Atin Nandi and ~~Smt. Kakoli Nandi~~, Sri Amit Nandy, ~~Smt. Gayatri Nandy~~, Sri Barun Kumar Nandi and ~~Smt. Arati Nandi~~ hereby and hereunder grant, convey, transfer, assure, assign, confirm and release unto the said SRI TARUN KUMAR NANDY AND ~~SMT. SMRITI KANA NANDY~~ All That the property set forth in Lot 'D' in the Schedule-V hereto, together with all areas, sewers, drain, water, water sources, lights, liberties, easements, appendages and appurtenances whatsoever so as to constitute the said Sri Tarun Kumar Nandy and ~~Smt. Smriti Kana Nandi~~ the sole and absolute owner of the property comprised in the said Lot 'D', Schedule-V freed and discharged from all rights in common and all claims, demands whatsoever of the parties of the First, Second, Third and Fifth Parts convening the same and TO HAVE AND TO HOLD the same absolutely and for ever in fee simple in severalty against ~~Smt. Sikha Nandi~~, Sri Pradip Kumar Nandi, Smt. Purabi Nandi, ~~Smt. Kakoli Nandi~~ and Sri Atin Nandi, Sri Amit Nandy, ~~Smt. Gayatri Nandy~~, Sri Barun Kumar Nandi and ~~Smt. Arati Nandi~~.

The said ~~Smt. Sikha Nandi~~, Sri Pradip Kumar Nandi, Smt. Purabi Nandi and Sri Atin Nandi, ~~Smt. Kakoli Nandi~~, Sri Amit Nandy, ~~Smt. Gayatri Nandy~~, Sri Tarun Kumar Nandy and ~~Smt.~~

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~~Smriti Kana Nandy~~, hereby and hereunder grant, convey, transfer, assure, assign, confirm and release unto the said SRI BARUN KUMAR NANDI AND ~~SMT. ARATI NANDI~~ All That the property set forth in Lot 'E' in the Schedule-VI hereto, together with all areas, sewers, drain, water, water sources, lights, liberties, easements, appendages and appurtenances whatsoever so as to constitute the said Sri Barun Kumar Nandi the sole and absolute owner of the property comprised in the said Lot 'E', Schedule-VI freed and discharged from all rights in common and all claims, demands whatsoever of the parties of the First, Second, Third and Fifth Parts convening the same and TO HAVE AND TO HOLD the same absolutely and for ever in fee simple in severalty against the Sri Pradip Kumar Nandi, ~~Smt. Sikha Nandi~~, Smt. Purabi Nandi and Sri Atin Nandi, ~~Smt. Kakoli Nandi~~, Sri Amit Nandy, ~~Smt. Gayatri Nandy~~, Sri Tarun Kumar Nandy and ~~Smt. Smriti Kana Nandy~~.

AND this indenture furthermore witnesseth as follows :

- (a) That the said Sri Barun Kumar Nandi shall have the custody and possession of all the documents of title as also the original of this Deed and will at the request and costs of the other parties his 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 him on them and unless prevented by fair or any other inevitable

TARAK DUTTA HUF


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accident keep them safe, unobliterated and uncanceled. The custodian of the documents will not transfer the same to any third party without the consent of the Co-owners.

- (b) That save and except the charge hereby created for owelty money, the properties set forth in the Schedule-II, Schedule-III, Schedule-IV, Schedule-V and Schedule-VI hereto annexed are free from all encumbrances.
- (c) That no party shall be entitled to any easements or quasi-easements over the allotments made to the other parties which are all hereby extinguished.
- (d) The parties shall enter upon their respective allotments and hold possess and enjoy the same in severally absolutely against the other parties without any claim, demand or interruption whatsoever.
- (e) Each party shall at the request and costs of the other parties, do execute and perform or cause to be done, executed and performed all and every such acts, deeds and things or writings whatsoever as may be required for further better and more perfectly assuring the allotments hereunder made or for rectification of any error or omission.

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- (f) That none of the parties shall be entitled to sell, mortgage or of otherwise transfer his allotment to a stranger unless he has first offer the same to the other party or parties and in cases only when they or each of them have refused to take the same at the best available market price. However, the Co-owners can gift his share to anybody at his own choice.
- (g) 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 or deeds or writings as may be necessary to rectify the error or errors or implement the omission or omissions.
- (h) All Income-tax, Wealth tax and other capital and revenue liabilities of the estate as on this day shall be borne and paid by the parties proportionate to the shares in the joint family properties hereunder partitioned.
- (i) That the parties hereto shall henceforth be separate owners of the shares allotted to each of them and shall held and enjoy the shares so allotted in severalty and fare and discharged from all claims and demands of the other parties hereto or any one claiming through, under or in trust for them and so long as they or any of them are agreeable to purchase at the current market value.

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Madip Kumar Nanda

- (j) That the original Deed of Partition shall remain with the fifth party hereto and a true copy thereof signed by all the parties hereto will be delivered to each of the other parties hereto who shall be entitled to require production of the original from the former before any court or public officer or arbitration or bank or insurance company etc. of so described.
- (k) It is hereby agreed that each party will be entitled to realize the arrears of rent including arrears if any outstanding in respect of the property allotted to him/her without any claim or objection from any of the other parties and to effect mutation of their respective names in all public records.
- (l) That all revenue taxes and other public charges in respect of any property shall be borne by the party to whomsoever the same has by virtue of this deed been allotted.
- (m) Parties shall bear and pay all costs, charges and expenses in connection with the preparation, execution and registration of this deed and also the stamp costs in equal shares.
- (n) The open roof terrace including the wash-platform portion thereof marked CORT on the 2nd floor plan will remain a

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common area for common use. However the use of the CORT area will be restricted to and upto 10-00 p.m. of night for allottees and for their family members except Shri Sri Tarun Kumar Nandy or his family, who live at the 2nd floor. Shri Tarun Kumar Nandy will be at liberty to stop entry or use by other allottees after that have by putting the door of the stair head-room under lock and key. However, on special occasions (as decided by the all the occupants) the open roof terrace may be used by others (other than those of the 2nd floor) upto 11 p.m. and not later than time.

- (o) The common covered spaces (marked Schedule-II, Schedule-III, Schedule-IV, Schedule-V, Schedule-VI) may be used by all the five co-sharers.
- (p) The occupants of the top floor allow others to use the verandahs of the 2nd floor required for repair and maintenance of their respective portions/parts of the building.
- (q) No one of the co-sharers will make any further expansion (horizontal or vertical whatsoever) of their respective flats, and in common roof on joint land except that the owner of the ground floor (west) flat make expansion on the 5'-2" x 7'-5" strip of land allotted to Shri Atin Nandi. During

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construction of the said part by Atin Nandi there should not be any damage done of the soil pipe, sewer and drain line of 1st party west side and common water delivery line. And proper span should be left for the maintenance of the said things.

- (r) Members may however, make internal renovation of their respective flats without endangering the safety and stability of the structure.
- (s) All the charges of common light, water and meter will be given by the owner's of the house (five co-sharers and their family).
- (t) A collapsible gate will be installed in front of the Bed-room of Sri Pradip Kumar Nandi & Smt. Sikha Nandi.
- (u) The roof of the Bed-room of Sri Tarun Kumar Nandy & Smt. Smriti Kana Nandy and the roof of the closed Verandah of the said party is also the common property and for common use. Also the roof of the Puja room of Sri Pradip Kumar Nandi & Smt. Sikha Nandi is common.
- (v) No material will be kept in CCS-IV, (in front of the Bed-room of Sri Pradip Kumar Nandi & Smt. Sikha Nandi).

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AND THIS INDENTURE further more witnesses that the parties do hereby covenant agree and declare that all of them had and still have good title full power and absolute authority to have the properties partitioned in the manner hereinbefore indicated and none of them have charged nor encumbered the same or any part thereof nor otherwise, dealt with nor done, executed or performed any act, deed or thing on suffered anything to the contrary whereby or by reason or means whereof the same may be effected or prejudiced in title or estate or they may be hindered or prevented from having the same granting conveying or having the same partitioned as effected by these presents **AND THAT** the respective allottees shall hold, persons, enjoy their respective allotments peaceably and quietly without any claim or demand or interruption whatsoever by any other parties **AND THAT** further the parties shall at the request and costs of any allottee or any person or persons claiming under or in trust from him do execute and perform all such acts, deeds and things for further better and most perfectly assuring the same according to the true intent and meaning of these presents.

SCHEDULE - I

ALL THAT two storied (partly three storied) pucca residential building with appurtenant land named "DEBASISH" built on the land of 3.234 Cottahs forming municipal in Premises No.61/4, Manik Bandopadhyay Sarani previously known as (Moore

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Avenue), Tollygunge, Kolkata - 700 040 within the area of Ward No.97 & Boro No.10 and comprised in C.S. Dag Nos.251, 250, 550, 551 & 552 pertaining to C.S. Khatian No.103 & 48 of Mouza Shibpore (Tollygunge), J.L. No.42 (C.S.), Touzi No.151, P.S. Regent Park, Sub-Registry Alipore, District South 24 Parganas and butted and bounded on :

- ON THE NORTH** : By Plot No.17A/1, and 17A, of Gokul Kunja;
- ON THE SOUTH** : 20' wide Municipal Road;
- ON THE EAST** : 16A, of Gokul Kunj;
- ON THE WEST** : 15A/1 of Gokul Kunj.

SCHEDULE - II

(Description of Lot 'A' allotted to the First Party)
Valuation : Rs.2,12,887/-

ALL THAT 836.15 Sq.ft. Flat in the 1st Floor (West Side) of the Premises No.61/4, Manik Bandopadhyay Sarani previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040, District South 24 Parganas under the municipal limit of Kolkata Municipal Corporation in Ward No.97, Boro No.10, P.S. Regent Park containing of 1 Bed Room, 1 Living Room, 1 Puja Room in Second floor, 1 Kitchen, 1 Toilet and 1 Covered Verandah along with the common areas/spaces and butted and bounded on :

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- ON THE NORTH** : Premises No.61/4A, M.B. Sarani the house of Smt. Mira Sil;
- ON THE SOUTH** : 20' wide Municipal Road;
- For* **ON THE ^{WEST} ~~EAST~~** : Premises No.61/3, M.B. Sarani;
- For* **ON THE ^{EAST} ~~WEST~~** : Flat of Sri Barun Kumar Nandi.

SCHEDULE - III

(Description of Lot 'B' allotted to the Second Party)
Valuation : Rs.2,33,245/-

ALL THAT 802.61 Sq.ft. Flat in the Ground Floor (West Side) of the Premises No.61/4, Manik Bandopadhyay Sarani previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040, District South 24 Parganas under the municipal limit of Kolkata Municipal Corporation in Ward No.97, Boro No.10, P.S. Regent Park containing of 2 Bed Rooms, 1 Covered Verandah, 1 Kitchen, 1 Toilet and wash platform of 5'-2" x 7'-5" along with the common areas/spaces and butted and bounded on :

- ON THE NORTH** : Premises No.61/4A, M.B. Sarani the House of Smt. Mira Sil;
- ON THE SOUTH** : 20' wide Municipal Road;
- For* **ON THE ^{WEST} ~~EAST~~** : Premises No.61/3, M.B. Sarani;
- For* **ON THE ^{EAST} ~~WEST~~** : Flat of Sri Amit Nandy.

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SCHEDULE - IV

(Description of Lot 'C' allotted to the Third Party)
Valuation : Rs.2,48,986/-

ALL THAT 829.48 Sq.ft. Flat in the Ground Floor (East Side) of the Premises No.61/4, Manik Bandopadhyay Sarani previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040, District South 24 Parganas under the municipal limit of Kolkata Municipal Corporation in Ward No.97, Boro No.10 P.S. Regent Park containing of 2 Bed Rooms, 2 Verandahs, 1 Kitchen, 1 Toilet along with the common areas/spaces and butted and bounded on :


- ON THE NORTH** : Premises No.61/4A, M.B. Sarani the house of Smt. Mira Sil;
- ON THE SOUTH** : 20' wide Municipal Road;
- ON THE ^{WEST} EAST** : Flat of Sri Atin Kumar Nandi;
- ON THE ^{EAST} WEST** : Premises No.61/³⁸25/2, M.B. Sarani;

SCHEDULE - V

(Description of Lot 'D' allotted to the Fourth Party)
Valuation : Rs.1,57,586/-

ALL THAT 559.29 Sq.ft. Flat in the Second Floor of the Premises No.61/4, Manik Bandopadhyay Sarani previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040, District South

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24 Parganas under the municipal limit of Kolkata Municipal Corporation in Ward No.97, Boro No.10 P.S. Regent Park containing of 2 Bed Rooms, 1 Kitchen, 1 Toilet and 2 Verandahs along with the common areas/spaces and butted and bounded on :

- ON THE NORTH** : Premises No.61/4A, M.B. Sarani the house of Smt. Mira Sil;
- ON THE SOUTH** : 20' wide Municipal Road;
- ON THE WEST** : *open roof terrace &*
- ON THE EAST** : Flat of Sri Pradip Kumar Nandi;
- ON THE WEST** : Premises No.61/25/2, M.B. Sarani.

SCHEDULE - VI

(Description of Lot 'E' allotted to the Fifth Party)
Valuation : Rs.2,53,114/-

ALL THAT 830.36 Sq.ft. Flat in the First Floor (West Side) of the Premises No.61/4, Manik Bandopadhyay Sarani previously known as (Moore Avenue), Tollygunge, Kolkata - 700 040, District South 24 Parganas under the municipal limit of Kolkata Municipal Corporation in Ward No.97, Boro No.10 P.S. Regent Park containing of 2 Bed Rooms, 1 Kitchen, 1 Toilet, 1 Covered Verandah and 1 Coridor along with the common areas/spaces and butted and bounded on :

- ON THE NORTH** : Premises No.61/4A, M.B. Sarani the house of Smt. Mira Sil;

TARAK DUTTA HUF


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ON THE SOUTH : 20' wide Municipal Road;
~~ON THE WEST~~ ^{WEST} : Flat of Sri Pradip Kumar Nandi &
~~ON THE EAST~~ : Common open-roof terrace ;
~~ON THE WEST~~ ^{EAST} : Premises No.61/²~~25~~/², M.B. Sarani.

SCHEDULE - VII

1. Original Indenture of Lease dated 30.04.1940 executed Rai Bahadur Dwarakanath Chakraborty in favour of Mugneeram Bangur & Co. and registered at Alipore Sadar Sub-Registry Office bearing Deed No.1344 for 1940.
2. Original Indenture of Lease dated 30.04.1940 from Rai Bahadur Dwarakanath Chakraborty to Mugneeram Bangur & Co., and registered at Alipore Sadar Sub-Registry office bearing Deed No.1333 for 1940.
3. Settlement records of rights being Khatian No.193, 48 and 103 of Mouja Shibpore.
4. Rent receipts granted by superior landlords regarding the land.
5. Plan of Vendor's Land Development Scheme known as Gokul Kunja.

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IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED at Kolkata in presence of :

WITNESSES :

1. Sandip Bose
Advocate
High Court, Calcutta

2. Sanchita Barman Roy.
Advocate
High Court, Kolkata.

Drafted by me.
Sanchita Barman Roy.
Advocate
High Court, Calcutta.

Pradip Kumar Nandi
Sikha Nandi, Bn

FIRST PARTY

- Purabi Nandi
- An Nandi
- Kakoli Nandi, Bn

SECOND PARTY

Ganga
Gayatri Nandy, Bn

THIRD PARTY

Jarun Kumar Nandy
Smrity Nandy, Bn

FOURTH PARTY



Barun Kumar Nandi
Arati Nandi, Bn

FIFTH PARTY

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SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants/ presentants					
100						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
51						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
R...						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						

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Tarak Dutta


SPECIMEN FORM FOR TEN FINGERPRINTS



Handwritten signature

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

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SPECIMEN FORM FOR TEN FINGER PRINTS



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



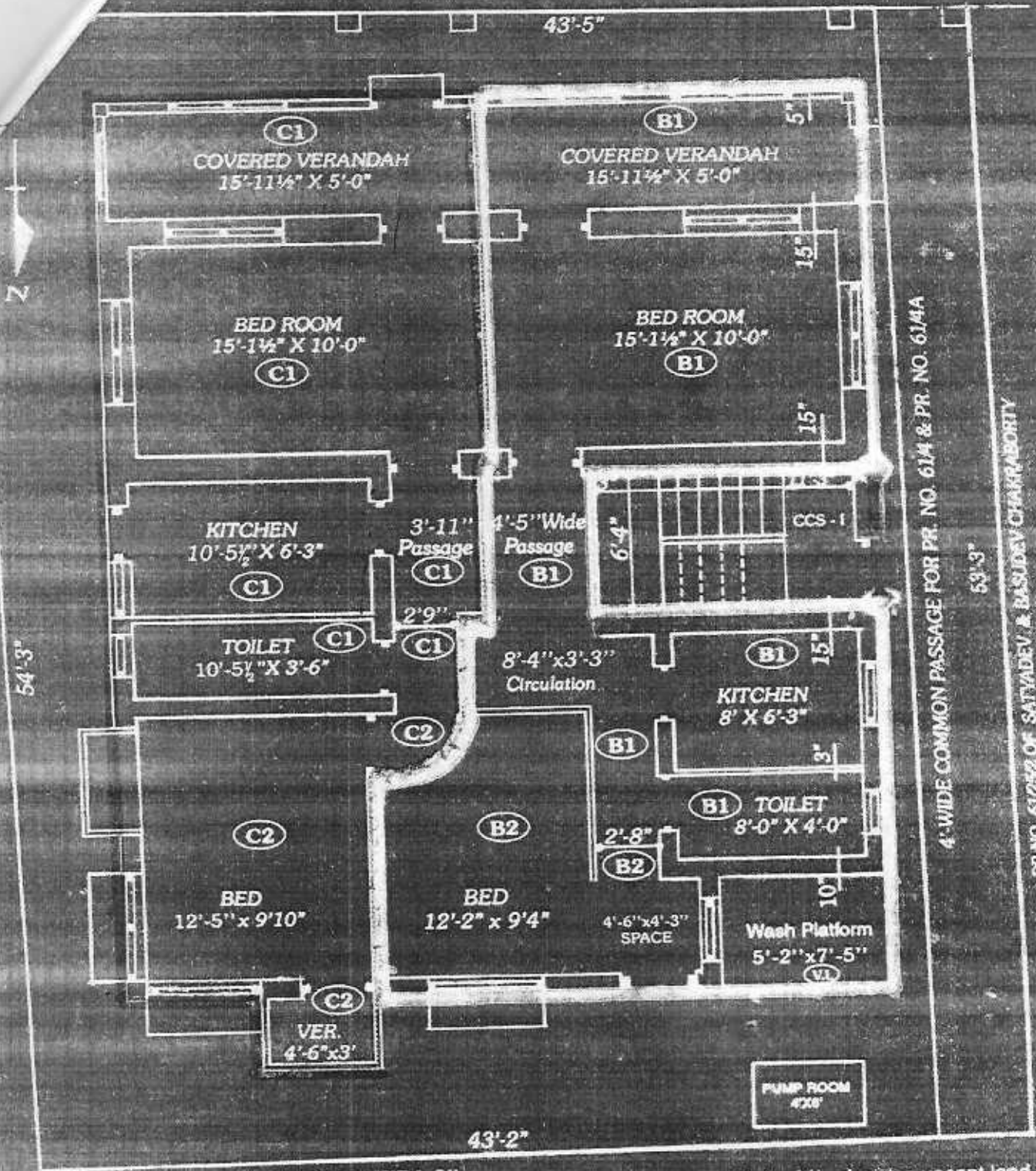
	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

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20' WIDE MANIK BANDOPADHYAY SARANI (MOORE AVENUE)



PR. NO. 61/4A, M.B. SARANI OF MIRA SIL.

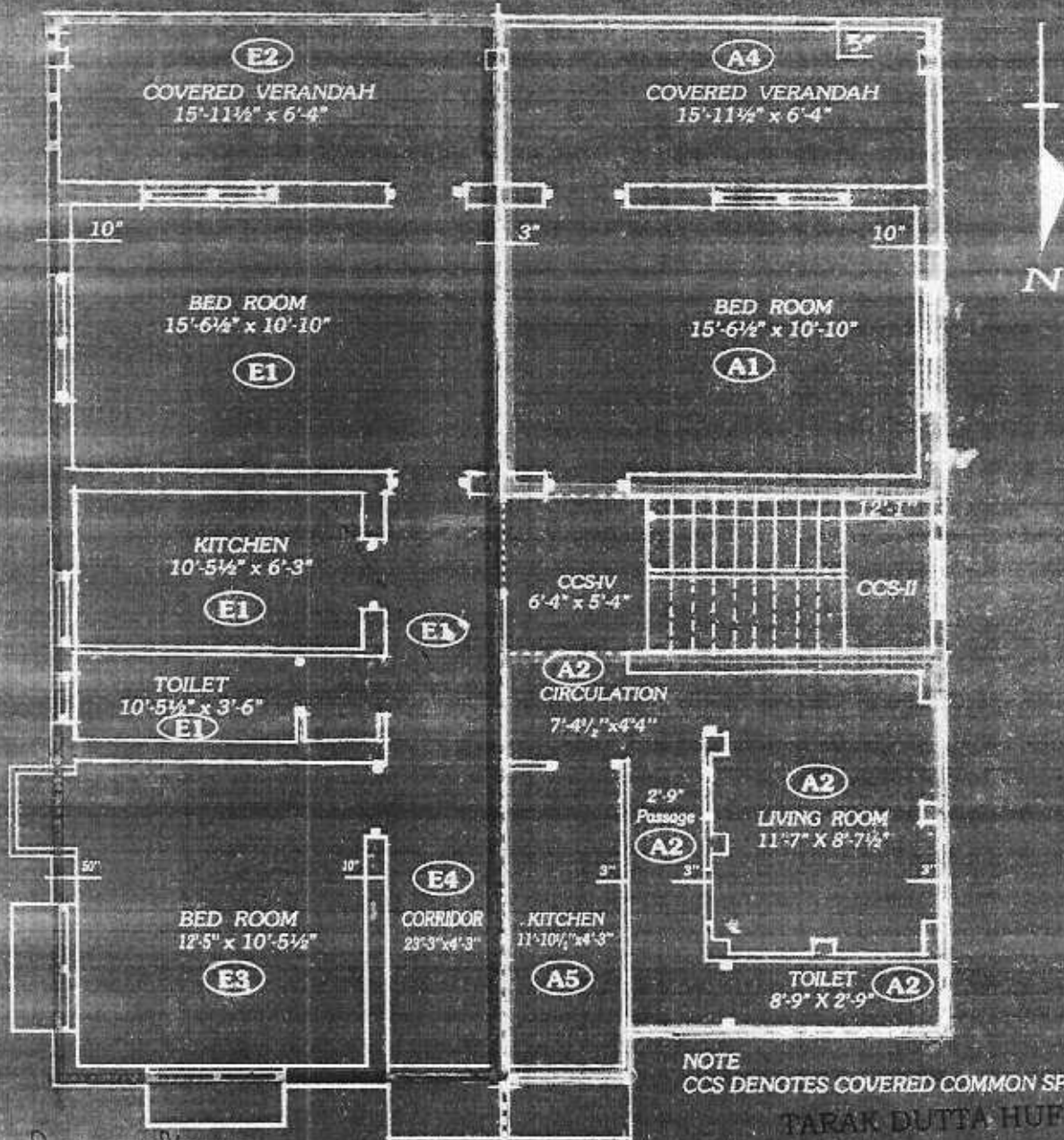
Note : V.L. denotes vacant land.

SITE PLAN WITH INSCRIBED PARTITION PLAN OF THE GROUND FLOOR OF THE 2-STORIED (PARTLY 3-STORIED) RESIDENTIAL BUILDING 'DEBASHISH' AT PR. NO. 61/4, MANIK BANDOPADHYAY SARANI (MOORE AVENUE), KOLKATA-40 IN WARD NO.-97 OF K.M. CORPORATION UNDER REGENT PARK POLICE STATION. (SCALE 1:72)

Prepared by me
 Sitemap Nandi
 TARAK DUTTA HUE
 KARTA
 Prepared by me
 Sitemap Nandi
 TARAK DUTTA HUE
 KARTA

PLAN OF THE 1ST FLOOR OF THE 2-STORIED (PARTLY 3-STORIED) RESIDENTIAL BUILDING "DEBASHISH" AT PREMISES NO. 61/4, MANIK BANDOPADHYAY SARANI (MOORE AVENUE) IN WARD NO. 97 OF KOLKATA MUNICIPAL CORPORATION WITHIN THE AREA OF REGENT PARK POLICE STATION, KOLKATA - 700 040.

(SCALE : 1 : 72)

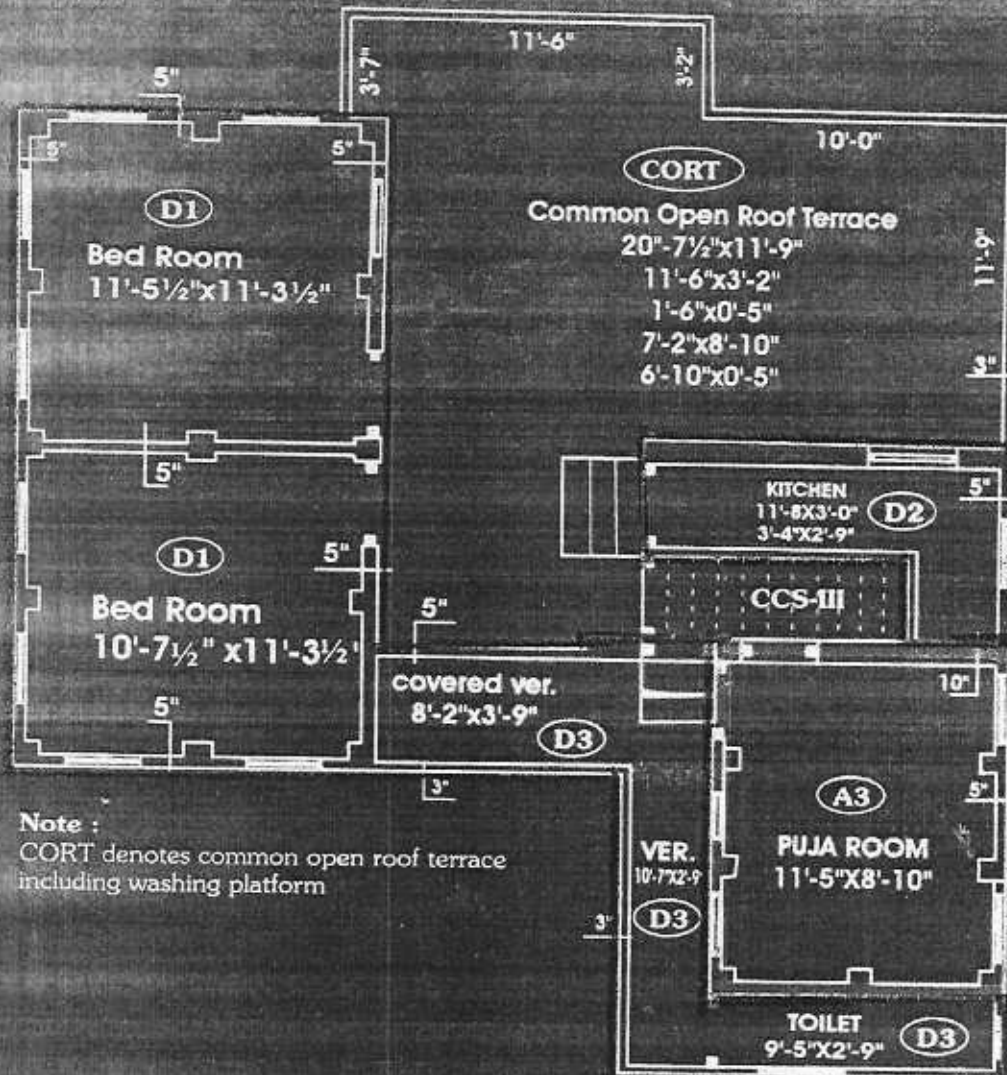


Prepared by me
D. S. Nandy

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- 1) Radip Nandi - Nandi Srikanta Nandi
- 2) D. S. Nandy - Nandy Suresh Nandy
- 3) G. S. Nandy - Nandy
- 4) J. Nandi - Nandi
- 5) M. Nandi - Nandi

PLAN OF THE 2ND FLOOR OF THE 2-STORIED (PARTLY 3-STORIED) BUILDING "DEBASHISH" AT PREMISES NO. 61/4,
 MANIK BANDOPADHAYAY SARANI (MOORE AVENUE) IN WARD NO 97 OF KOLKATA MUNICIPAL CORPORATION,
 WITHIN THE AREA OF REGENT PARK POLICE STATION, TOLLYGUNGE, KOLKATA-700040
 (SCALE 1:72)



Note :
 CORT denotes common open roof terrace including washing platform

Abstract of Allotment and Apportionment with present valuation thereof, in connection with the partition of the estate left behind by Late Nabakumar Nandi, being the two storied (partly three storied) residential house with appurtenant land, named "Debashish", constituting premises No. 61/4, Manik Bandopadhyay Sarani (Moore Avenue), Tollygunge, Kolkata-700 040, in ward No. 97 of Kolkata Municipal Corporation within the area of Regent Park Police Station of Kolkata Police.

Recorded Owner		LATE NABA KUMAR NANDY											
1st Generation Successors	Late Sukumar Nandy	Late Dilip Kr. Nandy	Late Ashok Kr. Nandy	Shri Tarun Kr. Nandy	Shri Barun Kr. Nandy								
	Late Namita Nandy	Smt. Purabi Nandy	Late Maya Nandy	Smt. Smritikana Nandy	Smt. Arati Nandy								
2nd Generation Successors	Shri Pradip Kr. Nandy	Shri Atin Nandy	Shri Amit Kr. Nandy	Smt. Banani Bose	Shri Debashish Nandy								
	Smt. Sikha Nandy	Smt. Kakali Nandy	Smt. Gayatri Nandy										
Total Covered / Common Space / Roof right / allotted vacant land area and value thereof	Area (Sft)	Value (Rs.)	Area (Sft)	Value (Rs.)	Area (Sft)	Value (Rs.)	Area (Sft)	Value (Rs.)	Area (Sft)	Value (Rs.)	Total Area (Sft)	Total Value (Rs.)	
	836.15	5,32,216	802.61	5,03,112	829.48	5,22,454	559.29	3,93,093	830.36	5,32,785	3,858.36	27,84,740	

Prepared by me
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2006

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ADDITIONAL REGISTRAR OF
ASSURANCES-1, KOLKATA

29/12/06



ADDITIONAL REGISTRAR OF
ASSURANCES-1, KOLKATA

Scanned
29/12/06

DATED THIS 12th DAY OF April, 2006

BETWEEN

SRI PRADIP KUMAR NANDI & ANR.
FIRST PARTY

AND

SMT. PURABI NANDI & ORS.
SECOND PARTY

AND

SRI AMIT NANDY & ANR.
THIRD PARTY

AND

SRI TARUN KUMAR NANDY & ANR.
FOURTH PARTY

AND

SRI BARUN KUMAR NANDI & ANR.
FIFTH PARTY

Deed of Partition

Sanchita Barman Roy

Advocate

9, Old Post Office Street,
Ground Floor,
Kolkata - 700 001.