

P. 2979 24.5.2001

[1293 27.2.2003

2000Rs.



G. O. No. 3462 Date 11/12/02  
 50% Stamp Duty Exempted  
 Up to 31/1/02 as the Doct.  
 presented up to 31/1/02 on  
 R. O. S. Assessment.

Shiv Kumar Bhopal  
 Sushil Kumar Bhopal

T.R. 72  
 H No 2117  
 sheet 20  
 class  
 46  
 A-867  
 20/5

A. 8677.00  
 fee 4.50 of

25,631

Certified that the  
 deficit Stamp duty of Rs. ...  
 has been realized by the Bank Dept.  
 having No. ... Dated 24/12/05.

CAS/11/12  
 510850

D E E D  
 O F  
 P A R T I T I O N  
 A N D

Registering Officer  
 &  
 Collector  
 U/S 41 & 42 of  
 Ld Act 1899

Total area to  
 be partitioned:  
 70.22 Kattas

110 FINE

45 A  
 A. 55,363.00

10/11/05

C



21/5/2001  
Bhupal  
Bhupal  
Bhupal

Presented for registration at  
on 24<sup>th</sup> day of May 11-10 A.M./P.M.  
at Siliguri Dist. Sub-Registrar Office

Stamp Vendor  
A. R. Office, Siliguri

Shiv Kumar Bhupal  
Sushil Kumar Bhupal

Executions adentally  
(1) Shiv Kumar Bhupal @  
Shiv Kumar Bhupal @  
Shiv Kumar Bhupal @  
(2) Sushil Kumar Bhupal @  
Sushil Kumar Bhupal @  
Shiv Kumar Bhupal @

AD  
Addl. Dist. Sub-Registrar  
Siliguri Dt. Darjeeling  
24.5.2001



3486

Shiv Kumar Bhupal  
Sushil Kumar Bhupal



3487

AD  
24/5/2001  
(P. D. D. A. M. A.)  
Advocate

Identifiedly  
P. D. D. A. M. A.  
Advocate

Stamp Vendor  
A. R. Office, Siliguri

AD  
Addl. Dist. Sub-Registrar  
Siliguri Dt. Darjeeling  
24.5.2001



*Shiv Kumar Bhupal*  
*Sushil Kumar Bhupal*

- 2 -

C O N F I R M A T I O N

O F

P A R T I T I O N

---

Divided into  
 two parts:  
 -----  
 35.11 kattas each.

85

3665 215727  
 S. K. Bhargava  
 ...  
 ...

Stamp Vendor  
 R. R. Office, Bangalore



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...  
 ...  
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= 3 =

THIS INDENTURE IS  
MADE ON

*Shiv Kumar Bhupal*  
*Susil Kumar Bhupal*

VALUATION:

Rs. 7,90,000.00  
each part.

*Rc*

3646  
Ryegate  
S. L. Green  
Ryegate

Singer  
Stamp Vendor  
P. O. Office, Ryegate



Add. Dir. Sub Reg. Silliman Mt. Engineering



- 4 -

THIS THE 22nd May, 2001

between

Khatian No.1461  
 Plot No.3361  
 J.L. No.110 (88)  
 Touzi: 3 (Ja)  
 Praganna Baikunthpur  
 Mouza: Siliguri.  
 Ward No.XXV of S.M.C.  
 P.S. Siliguri.

Shri Kumar Bhupal  
 Sushil Kumar Bhupal

20

3441

21/5/2007

3-4

Bhagalpur

Sub-Registrar

2007

2007
1000
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200
<hr/>
3500

Sub-Registrar  
Bhagalpur



Adl. Dir. Sub-Registrar  
Bhagalpur Lt. Division



B E T W E E N  
-----

*Shiv Kumar Bhupal*  
*Sushil Kumar Bhupal*

SHRI SHIW KUMAR BHUPAL alias SHRI SHIW KUMAR AGRAWAL son of Late Mul Chand Bhupal, Hindu by religion, businessman by occupation, resident of Station Feeder Road, Siliguri, within Siliguri P.S. in the district of Darjeeling, Karta of Hindu Undivided Family under the name and style of Shiv Kumar Bhupal & son, Hereinafter called as 'FIRST PARTY' (which expression shall always mean and include unless excluded by or repugnant to the context his legal heirs, successors, executors, administrators, representatives, assigns and family members and coparcener of Hindu Undivided Family and assigns) of F I R S T P A R T

A N D

SHRI SUSHIL KUMAR BHUPAL alias SHRI SUSHIL KUMAR AGRAWAL son of Late Mahabir Prasad Bhupal, Hindu by religion, businessman by occupation, resident of Station Feeder Road, Siliguri, within Siliguri P.S. in the district of Darjeeling, Karta of Hindu Undivided Family under the name and style of Sushil Kumar Bhupal & Son, hereinafter called as 'SECOND PARTY' (which expression shall always mean and include unless excluded by or repugnant to the context his legal heirs, successors, executors, administrators, representatives, assigns and family members and coparcener of Hindu Undivided Family and assigns) of O T H E R P A R T.

*RE*

Shiv Kumar Bhupal  
Sushil Kumar Bhupal

WHEREAS, Late Mahabir Prasad Bhupal being senior adult member in the family and also Karta of Hindu Undivided Family purchased a piece of homestead land on the 3rd September 1959 vide Deed of Conveyance being No. I-2803 for the year 1959 volume No. 33 pages 292-296 registered with Sub-Registrar, Siliguri from Late Meghraj Parasrampurua and Late Purnamal Parasrampurua, both sons of Late Rameshwar Lal Parasrampurua, Station Feeder Road, Siliguri, for valuable consideration.

AND WHEREAS Late Mahabir Prasad Bhupal expired in the year 1964 and after his death his real younger brother Shri Jagdish Prasad Bhupal took over the management, control of then Hindu Undivided Family and its properties as only Adult major member in the family and Karta of then Hindu Undivided Family.

AND WHEREAS Shri Jagdish Prasad Bhupal further purchased on 3.6.1970 a piece of homestead land vide Deed of Conveyance being No. I-2865 for the year 1970 registered with Sub-Registrar, Siliguri.

AND WHEREAS Shri Jagdish Prasad Bhupal and other family members have been occupying, possessing, enjoying the land covered under Deed of Conveyance being No. I-2803 for the year 1959 and I-2865 for the year 1970 measuring respectively 1.00 Acre and 0.08 acre but in fact and reality the parties herein have been in physical and actual (Khas) possession of total homestead land measuring in all 70.22 Kattas since a longtime.

AND WHEREAS due to some family arrangement entered bonafide for ensuring amity and goodwill amongst the members of the family or families, Shri Jagdish Prasad Bhupal alias Shri Jagdish Prasad Agrawal released his rights, claim,

6/1

Shiv Kumar Bhupal  
Sushil Kumar Bhupal

interest whatsoever in the said properties vide Deed of Release being No.1-7563 for the year 1987 registered with Sub-Registrar, Siliguri on 8.12.1987.

AND WHEREAS Shri Jagdish Prasad Bhupal further sold the land covered under Deed of Conveyance being No.I-2865 for the year 1970 to Shri Shiv Kumar Bhupal and Shri Sushil Kumar Bhupal, parties herein vide Deed of Conveyance being No.I-7426 for the year 1990 Volume 141 pages 186 to 193 registered with Sub-Registrar, Siliguri on 26.11.90 and No.I-7051 for the year 1991 volume 121 pages 259 to 267 registered with Sub-Registrar, Siliguri on 27.8.1991 measuring in total 0.08 acre appertaining to Khatian No.1461 plot No.3361 J.L. No.110 Touzi No.3 (j) Mouza Siliguri Praganna Baikunthpur.

AND WHEREAS since the year 1987 and again since the year 1990 and 1991 as stated hereinabove, the parties herein and the members of Hindu Undivided Families have been occupying, possessing and enjoying the said property measuring in all 70.22 Kattas of land and the parties herein, representing as Karta of their respective Hindu Undivided Family, have impartible and undivided share in the said property in equal shares without any interference, objection, and hindrance from any other person, whosoever he/she may be.

AND WHEREAS Shri Shiv Kumar Bhupal, Smt. Rachana B Nidhi Bhupal Bhupal/and Master Harsha Bhupal alias Piyush Bhupal are present members/coparceners of Hindu Undivided Family named and styled Shiv Kumar Bhupal & Son having Shiv Kumar Bhupal, First party herein, as Karta of said Family and Shri Sushil Kumar Bhupal, Smt. Bhagwan Dei Debi, Smt. Suman Bhupal, Sneha Bhupal and Akshay Bhupal are present members/coparcener of Hindu Undivided Family named and styled Sushil Kumar Bhupal & Son having Shri Sushil Kumar Bhupal, the second party herein, as Karta of said Family.

Shiv Kumar Bhupal  
Sushil Kumar Bhupal

SMB  
Sushil Kumar Bhupal

R

Shiv Kumar Bhupal  
Sushil Kumar Bhupal

AND WHEREAS the immovable property mentioned in schedule 'A' hereinbelow is the joint property of the parties herein part of being the ancestral property and part having been acquired by the family/parties with joint funds or earnings of individual/family members thrown into the common stock.

AND WHEREAS the second party herein demanded partition, in the year 1998, of the property mentioned in Schedule 'A' hereinbelow and for that there was some dispute amongst the parties.

AND WHEREAS with intervention of some common friends and relatives and also for better enjoyment of the property the first and second parties had the same mutually partitioned and divided by metes and bounds in two equal lots viz. the first party accepted the property mentioned and described in Schedule 'B' (also marked with letter 'B' in the annexed map/plan) as his defined and demarcated share in the joint estate and the second party accepted the property mentioned and described in Schedule 'C' (also marked with letter 'C' in the annexed map/plan) as defined and demarcated share in the joint estate on the 1st day of January, 1999.

And WHEREAS notwithstanding the fact that no formal deed of partition was executed by the parties, the property described in Schedule 'A' hereinbelow has in fact, truth and reality and substance been partitioned by metes and bounds among the said two parties by their respective acts and conducts and use and the parties herein have given effect to and acted upon such partition on and from the 1st day of January, 1999.

62

Shiv Kumar Bhupal  
Sushil Kumar Bhupal

AND WHEREAS in the circumstances aforesaid the first party has become the sole absolute and exclusive owner of the properties described in Schedule 'B' (also marked with letter 'B' in the annexed map/plan) and the second party has become the sole, absolute and exclusive owner of the properties described in Schedule 'C' (also marked with letter 'C' in the annexed map/plan) and they have been occupying possessing, enjoying, utilising and developing their respective properties as mentioned herein on and from the 1st day of January, 1999 without any objection, interference and hindrance from each other and/or any other persons.

AND WHEREAS the parties have accepted the said partition as fair, final, conclusive and binding on them.

NOW, by this Memorandum the parties place on record, declare and confirm the said partition a final conclusive and binding on the parties to all intents and purposes and not liable to be re-opened under any circumstances, and accordingly this INDENTURE WITNESSETH AS UNDER:-

1. IN PURSUANCE of the said oral partition and in consideration of the absolute ownership acquired by the parties in respect of the allotments made and hereunder mentioned under and by virtue of mutual transfer and releases already/hereunder effected, the said first party<sup>do</sup> hereby and hereunder grant, convey, transfer, assure, assign, confirm and release unto the second party ALL THAT the property set forth in Schedule 'C' (also marked with letter 'C' in the annexed map/plan) hereto together with all areas, sewers, drains, water, water courses, lights, liberties, easements, appendages and appurtenances whatsoever as as to constitute the said second party the sole and absolute owner of the property comprised in the said schedule 'C' freed and discharged from all rights in common

SKE  
Sushil Kumar Bhupal

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Shri Kumar Bhupal  
Sushil Kumar Bhupal

and all claims, demands, whatsoever of the parties of other parts concerning the same and TO HAVE AND HOLD THE SAME absolutely and for ever in fee simple in severality against first party.

2. IN PURSUANCE of the said oral partition and in consideration of the absolute ownership acquired by the parties in respect of the allotments made and hereunder mentioned under and by virtue of mutual transfer and release already/ hereunder effected, the said second party <sup>do</sup> hereby and hereunder grant, convey, transfer, assure, assign, confirm and release unto the first party ALL THAT the property set forth in Schedule 'B' (also marked with letter 'B' in the annexed map/plan) hereto together with all ~~the~~ areas, sewers, drains, water, water courses, lights, liberties, easements, appendages and appurtenances whatsoever so as to constitute the said first party the sole and absolute owner of the property comprised in the said Schedule 'B' freed and discharged from all rights in common and all claims, demands, whatsoever of the parties of other parts concerning the same and to HAVE AND HOLD THE same absolutely and for ever in fee simple in severality against the second party.

SXB  
Sushil Kumar Bhupal

3. That the first party 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 cost of second party, 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 and unless prevented by fire, flood, theft or any other inevitable accident keep them safe, unobliterated and uncancelled. Duplicate copy of this deed executed by the parties herein

CC

*Shiv Kumar Bhupal*  
*Sushil Kumar Bhupal*

shall remain with the second party and the same will be treated as original deed or authenticated copy of the original as the case may be and as permissible under the law.

4. That the property hereunder partitioned and the properties set forth in the Schedule 'B' and 'C' hereto annexed are free from all encumbrances.

5. That no party shall be entitled to any easements or quasi easements over the allotments made to other party which are all hereby extinguished.

6. The parties have already entered upon their respective allotments on the 1st day of January, 1999 and hold, possess and enjoy the same in severality absolutely against each other without any claim, demand or interruption whatsoever. Since 1st day of January, 1999, the parties herein are at liberty to enjoy, use, utilise and develop and/or make addition and alteration as they <sup>think</sup> fit and proper in their best enjoyment and interest in their respective allotted property.

*SKB.*  
*Sushil Kumar Bhupal*

7. Each party shall, at the request and costs of the other party, 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

8. This partition shall not be re-opened nor challenged under any circumstances by reason of any error or omission whatsoever.

9. All the costs, charges and expenses of and incidental to this partition deed shall be borne and paid by the parties herein in equal share.

*✓*

*Shiv Kumar Bhupal*  
*Sushil Kumar Bhupal*

10. The parties herein declare that this partition is full and final and there is no other immovable property to be partitioned between the parties herein.

11. The parties herein declare that the partition of property described in Schedule 'A' has been made in two equal parts having each part 35.11 kattas of land, morefully described in the respective schedules and annexed map/plan.

12. It is hereby declared that the value of the property mentioned in the schedules 'B' and 'C' hereto is Rs.7,90,000.00 each part.

SCHEDULE 'A' (Whole property under partition)

ALL THAT PIECE AND PARCEL of homestead land measuring in all 70.22 kattas in Jote Kholasingh, praganna Baikunthpur, Mouza Siliguri, J.L. No.110 (88), Touzi No. 3 (Ja), Khatian No. 1461 Plot No.3361, covered under Deed of Conveyances being Nos. I-2803 for the year 1959, Vol.33 pages 292 to 296, I-7426 for the year 1990, vol.141 pages 186 to 193 and I-7051 for the year 1991 vol. 121 pages 259 to 267, all registered with Sub-Registrar, Siliguri, situated at Station Feeder Road, Ward No.XXV of Siliguri Municipal Corporation, within Siliguri P.S. is butted and bounded as under:-

North: Station Feeder Road,  
South: State Government Housing Estate.  
East : State Government Housing Estate.  
West: Siliguri Hindi Hingh School.

*P<sup>o</sup>*



*Shiv Kumar Bhupal*  
*Sushil Kumar Bhupal*

SCHEDULE 'B'  
( ALLOTTED TO FIRST PARTY )

ALL THAT piece and parcel of homestead land measuring in all 35.11 (half of Schedule 'A') kattas in Jote Kholaisingh, Pragganna Baikunthpur, Mouza Siliguri, J.L. No.110 (88) Touzi No.3 (Ja) Khatian No.1461 Plot No.3361 situated at S tation Feeder Road, within Ward No.XXV of Siliguri Municipal Corporation within Siliguri P.S. in the district of Darjeeling is butted and bounded as under:-

North: Station Feeder R oad.

South: State Government Housing Estate.

East: Half portion of Schedule 'A' allotted to second party herein and thereafter State Government Housing Estate.

West: Siliguri Hindi High School.

Marked with letter 'B' in the annexed map/plan.

SCHEDULE 'C'  
(ALLOTTED TO SECOND PARTY )

ALL THAT piece and parcel of homestead land measuring in all 35.11 (Half of schedule 'A') Kattas in Jote Kholaisingh, Pragganna Baikunthpur, Mouza Siliguri, J.L. No.110 (88) Touzi No.3 (Ja) Khatian No.1461 Plot No.3361 situated at Station Feeder Road, within Ward No.XXV of Siliguri Municipal Corporation within Siliguri P.S. in the district of Darjeeling is butted and bounded as under:-

North: Station Feeder Road.

South: State Government Housing Estate

East: S tate Government Housing Estate.

West: Half portion of Schedule 'A' allotted to first party herein and thereafter Siliguri Hindi High School.

Marked with letter 'C' in the annexed map/plan.

*02*

Shiv Kumar Bhupal  
Sushil Kumar Bhupal

IN WITNESSES WHEREOF the parties have put their respective hand on the day, month and year first above written.

WITNESSES:

Shiv Kumar Bhupal

(FIRST PARTY)

(1) Rachana Bhupal

(SMT. RACHANA BHUPAL  
W/O. SRI SHIV KUMAR BHUPAL)

Sushil Kumar Bhupal

(SECOND PARTY)

(2) Suman Bhupal

(SMT. SUMAN BHUPAL  
W/O SRI SUSHIL KR. BHUPAL)

(3) भगवान देवी देवी

(SMT BHAGWAN DEVI DEBI  
W/O LATE MAHABIR PD. BHUPAL)

ADDRESS OF (1) to (3) S.F. ROAD,  
SILIGURI-734405

(4) Shyam Sunder Agarwal  
(SHYAM SUNDAR AGARWAL)  
SUSHMA CHANDAN MAL  
AGARWAL  
M.A. Road, Siliguri-5

Drafted by me and readover to the parties hereto. Typed in my office.

P.D. 21/5/01

( P.D. Dalmia )  
A, vocate.

Enrolment No. WB/379 of 1967  
Bar Council of WEST BENGAL.

Ru

- 12 - 12 -

IN WITNESS WHEREOF the parties have put their respective hands on the day, month and year first above written.

*Richard Blumberg*

(FIRST PARTY)

WITNESSES:

*Richard Blumberg*

(SECOND PARTY)



add. the ...  
Blumberg ...  
... by the ...  
... typed in my office.

( S. D. Deane )

Notar Public No. 275 of 1927  
E. Council Street New York.

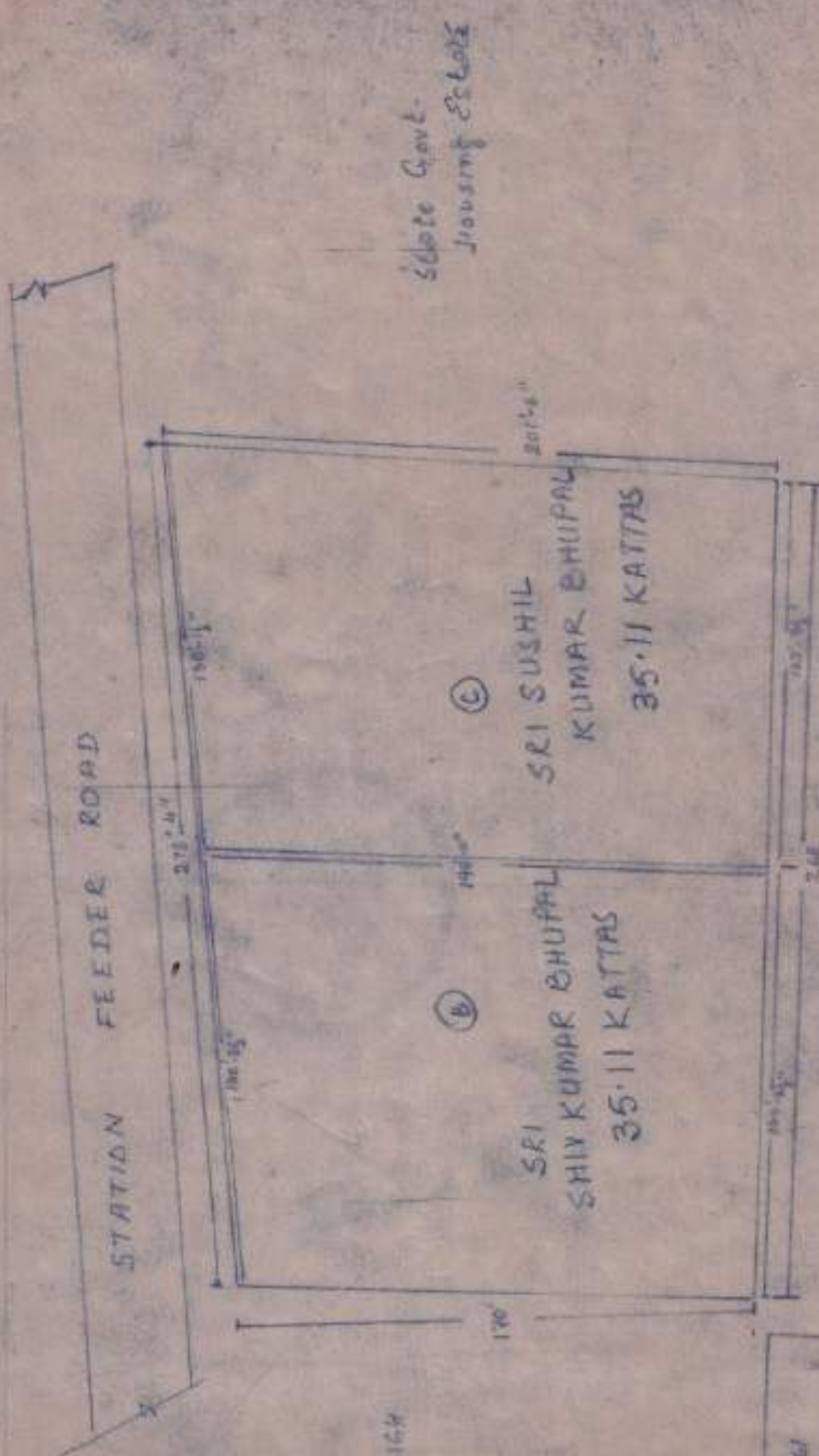
*Richard Blumberg*  
*Notary Public*

2-12-2003

165 - 180  
1293  
2003

*Richard Blumberg*

TOTAL LAND 70.22 KATTAS Subject to PARTITION AS MENTIONED IN DEED OF WHICH THIS PLAN IS A PART & PARCEL



SILIGURI HINDI HIGH SCHOOL



KATTAN NO 1461  
 PLOT NO. 3381  
 PARWARNA - BRAHMANTRAPUR  
 MOUDA - SILIGURI  
 J.L. NO. 110 (88)  
 TOLLING: 3 (T)  
 P.S. - SILIGURI

State Govt. Housing Estate

SIGNATURES

1. Shiv Kumar Bhaupal
2. Sushil Kumar Bhaupal

State Government Housing Estate



✓  
Addl. Dist. Sub-Registrar  
Siliguri, West Bengal

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2.12.2003

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C O N F I R M A T I O N  
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P A R T I T I O N

between

SHRI SHIV KUMAR BHUPAL  
shri sushil kumar bhupal

Total area to be divided 70.22  
Kattas

in

two equal parts of 35.11 kattas

Khatian No.1461, Plot No.3361  
J.L. No.110 (88) Praganna:Baikunthpur  
Mouza Siliguri. Ward No.XCV of SMC  
Town & Police Station: Siliguri.

drafted by: Shri P.D. Dalmia,  
Advocate  
'ALOK', Millanpally,  
Behind Somani Mill Comp.  
Siliguri (Bazar)-734405.  
Hello:524083, 466429.

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