



1778

Stamp Act 1892  
 Stamp Amendment Act 1902  
 Stamp Act No. 1 of 1958  
 The Post and Telegraph Act 1948

Registered by the  
 Government of India  
 17894

Sri Hari Sadhan Banerjee  
 Mihir Kumar Banerjee  
 Sub. No. 294/1-Sube 4/2000  
 Sube No. 61394  
 27-31-8-94  
 21-6-2-9

A 174  
 E 7  
 9 55  
 18407

PARTITION DEED

THIS PARTITION IS MADE on this the 17th day of August ONE thousand NINE hundred and NINETY-FOUR BETWEEN SRI HARI SADHAN BANERJEE, son of Late Atindranath Banerjee, residing at Khardah Co-Operative Colony Ltd., P.O. Bahera, District 94-Parganas (North) PIN 743 186 of the FIRST PART A N D SRI MIHIR KUMAR

₹ 1,00,000/-  
 1/20/11/11

A for Rs 294/- Sube 4/2000  
 Sube No. 61394  
 27-31-8-94  
 21-6-2-9

~~Biswanath Chakrabarty~~  
 Adhikari  
 8, Old Post Office Street  
 Calcutta  
 Subota Collectorate,  
 Treasury  
 No. 16/8/93

1 @ 5000 — 5000  
 1 @ 1000 — 1000  
 4 @ 100 — 400  
 10

Presented for Registration at  
 the Calcutta Registration Office  
 on the 17th day of 1993



6410

Hari Sadhan Baraij  
 Proprietor

17-8-93  
 Registrar, Calcutta

Hari Sadhan Baraij

Hari Sadhan Baraij

Mihir Kumar Prasad Hari Sadhan Baraij  
 Unit No 44 Atincharnott

Prasad Leiner Kharchak  
 Cooperative Group Ltd

Dr. Subodh (M)

Mihir Kumar Prasad

Nirmal Raygopal  
 Lt. Aranta. Payha  
 of 10 Scott Lane  
 Calcutta



Sri Sachin Banerjee  
Mehra Kumar Banerjee

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SRI NIHIR KUMAR BANERJEE, son of Late Atindrenath Banerjee,  
residing at Khardah, Co-operative Colony Ltd., P.O. Bahara,  
District 24-Parganas (North), PIN 743 186 of the SECOND part  
PART.

WHEREAS.....



*Atan Sadhan Banerjee,  
Mishra Kumbhar - 20/1/2008*

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WHEREAS Sri Atindranath Banerjee (since deceased), son of Late Kali Prasanna Banerjee, was the father of the First Part and Second Part and was residing at Khardah Co-operative Colony, P.S. Khardah, District North 24-Parganas.

AND WHEREAS the said Atindranath Banerjee alias Bandopadhyay was the holder and owner of a plot of land



श्री श्री गच्छान गणेशजी  
महाराज कृष्णदास पण्डित

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measuring about 4 (four) cottahs and 2 (two) chittaks within Mouza Kerulia, under Khatian No. 64, Dag No. 98 (morefully described in the Schedule herein below) by virtue of a permanent Title Settlement Deed which was executed by Khardaha Co-operative Colony Ltd., a Co-operative Society registered under the Co-operative Societies Act, having its registered office at Bahara,

P.S. ....



Shri Sadhan Banerjee  
Member Khardah Panchayat

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P.S. Khardaha, District North 24-Parganas and registered on 29.9.1954 in the Sub-Registry Office Barrackpore vide Book No. 1, Volume No. 20, Pages 197 to 210, Being No.4329, for the year 1954.

AND WHEREAS the said Atindranath Banerjee was the member of the said Khardah Co-operative Colony Ltd. and the said Plot of land was allotted to him by the said

Co-operative.....



Atindranath Banerjee  
 Mulla Kunda Bhandari

- 6 -

20/1  
 Co-operative ~~Sahayidat~~ on payment of Rs 1,220/- (Rupees one thousand two hundred and twenty) only in order to construct a residential building thereon.

AND WHEREAS the parties of the First Part and Second Part were appointed as JOINT NOMINEE by the said Atindranath Banerjee in the said Co-operative.

AND WHEREAS the said Atindranath Banerjee started to live in the said plot of land by constructing building thereon. in 1955 (one house was handed over to him).



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श्री श्री सोहन बरुयेर  
श्री श्री रामानंद

AND WHEREAS the said Atindranath Banerjee died intestate on 2nd November, 1973 and the parties herein became the joint holders and owners of the said property (land with building) in place of their father the said Atindranath Banerjee being the Joint Nominee in terms of the said Deed and Bye-Laws of the said Co-operative.

AND WHEREAS the parties of the First Part and Second Part are residing in the said property (land and ~~one~~ one storeyed building) as Joint owners by making some additions and alternations as per plan attached herewith by mutating their names in the records of Khardah Municipality and the said Khardah Co-operative Colony Ltd. in equal shares.

AND WHEREAS.....



Sri Hari Sadhan Bho  
Mihir Kumar Bho

AND WHEREAS for the purpose of partition and/or division of the above property (i.e. First Schedule Property) into separate plots in accordance with the share of the parties as aforesaid and for more convenient and exclusive possession and better use, occupation and enjoyment of the divided portions, the said Hari Sadhan Banerjee and Mihir Kumar Banerjee mutually agreed and decided to have the said property partitioned by metes and bounds in the manner hereinafter appearing viz. that the said Sri Hari Sadhan Banerjee shall accept the property set out in the Second Schedule and said Sri Mihir Kumar Banerjee shall accept the property set out in the Third Schedule hereto and ~~and~~ all questions of as to accounts and mutual dealings having been waived.

AND WHEREAS the said property (First Schedule property) is valued at ₹ 3,20,000/-.

AND WHEREAS on the basis of the said valuation the properties in the Second and Third Schedule are of ₹ 1,60,000/- (Rupees one lakh and sixty thousand) only each.

NOW THIS INDENTURE 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 transfers and release hereunder

affixed.

Hari Sadhan Jai  
Mihir Kumar Das

effected, the said Sri Mihir Kumar Banerjee (the party of the Second Part) hereby and hereunder grants, conveys, transfers, assures, assigns, confirms and releases unto the said Sri Hari Sadhan Banerjee (the party of the First Part) ALL THAT the property set forth in the Second Schedule hereto together with all areas, drains, sewers, water, water course, lights, liberties, easements, appendages and appurtenances whatsoever so as to constitute the said Sri Hari Sadhan Banerjee the sole and absolute owner of the property comprised in the Second Schedule freed and discharged from all rights in common and all claims, demands whatsoever of the party of the other part concerning the same and to HAVE AND TO HOLD the same absolutely and for ever in fee simple in severalty against the said Sri Mihir Kumar Banerjee.

2) 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 transfers and release hereunder effected, the said Sri Hari Sadhan Banerjee (the party of the First Part) hereby and hereunder grants, conveys, transfers, assures, assigns, confirms and releases unto the said Mihir Kumar Banerjee (the party of the Second Part) ALL THAT the property set forth in the Third Schedule hereto together with all areas, drains, sewers, water, water course, lights, liberties, easements, appendages and appurtenances

whatsoever.....

Sri Hari Sadhan Banerjee  
Mihir Kumar Banerjee

whatsoever so as to constitute the said Sri Mihir Kumar Banerjee the sole and absolute owner of the property comprised in the Third Schedule freed and discharged from all rights in common and all claims demands whatsoever of the party of the Other Part concerning the same and TO HAVE AND TO HOLD the same absolutely and for ever in fee simple in severalty against the said Sri Hari Sadhan Banerjee.

AND THIS INDENTURE FURTHERMORE WITNESSETH as follows :-

- (a) That the said Sri Hari Sadhan Banerjee shall have the custody and possession of all the documents of title and also the original of the Partition Deed and will at the request and demand of Sri Mihir Kumar Banerjee, his heirs, successors produce or cause to be produced and give temporarily 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 or them and keep them in safe custody.
- (b) That the property setforth in the Schedule hereto are free from encumbrances.
- (c) That no party shall be entitled to any easements or quasi-easements over the allotments made to other party which are all hereby extinguished.
- (d) That parties shall enter upon their respective allotments and hold, possess and enjoy the same in

*Opini Gordon Bn  
Michael W. W. R.*

severalty absolutely against each other without any claim, demand or interruption whatsoever and mutate their names in the record of the co-operative, Municipality and Government record separately.

(e) Each party shall, at the request and costs of the other party 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.

(f) That none of the parties shall be entitled to sell or otherwise transfer his allotments to a stranger unless he has first offered the same to the other party and in cases only when the other party has refused to take the same at the best available market price.

(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 writings as may be necessary to rectify the error or implement the omission or omissions.

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

The First...

Sri Hari Sadhan Banerjee  
Mishra & Co.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT the property within District 24-Parganas (North), P.S. Khardah, Sub-Registry Barrackpore, Mouza Kerulia, Khatian No. 64, Rayst Sthitiban Dag No. 98, Plot No. 64, Land measuring 4 (four) cottahs, 2 (two) chittahs (according to present measurement 4 cottahs, 4.30 sq. ft.) and one storied building constructed thereon, <sup>built up area 9654 sq. ft. on plan</sup> Holding No. 34, Ward No. 5 within Khardah Municipality, more particularly delineated and described in the map or plan hereto annexed (Plot 'A' and Plot 'B') which is a part of this Deed butted and bounded by :

- On the North : Plot No. 591 of the Society
  - On the East : Plot No. 63 of the Society
  - On the South : 14' wide Society's Road  
(now Municipal Road)
- and
- On the West : 16' wide Society's Road  
(now Municipal Road)

Property valued at Rs 3,20,000/- (Rupees three lakhs and twenty thousand) only.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Alloted to Sri Hari Sadhan Banerjee, the party of the First Part)

ALL THAT the property within the above First Schedule, part of Municipal Holding No. 34, land measuring 2 (two) cottahs, 2.15 sq. ft. including part of one storey building thereon, morefully and more

Sri Mihir Kumar Das  
Mukherjee

particularly described in Plot 'A' delineated and coloured 'RED' in the map or plan hereto annexed, including all rights and liberties, butted and bounded by :

- On the North : Plot No. 58A
- On the South : 14' wide Municipal Road
- On the West : 16' wide Municipal Road
- On the East : Property being Plot No. 'B' of the Second Part.

Property valued at Rs 1,50,000/- (Rupees one lakh and sixty thousand) only.

THE THIRD SCHEDULE ABOVE REFERRED TO :

(Allotted to Sri Mihir Kumar Das, the party of the Second Part.)

All that the property within the above First Schedule, part of Municipal Holding No. 34, Land measuring 2 (two) cottages, 2.15 sq.ft, including part of one storey building thereon more fully and more particularly described in Plot 'B' delineated and coloured 'YELLOW' in the map or plan hereto annexed, including all rights and liberties, butted and bounded by :

- On the North : Plot No. 58A
- On the South : 14' wide Municipal Road
- On the West : Property being Plot 'A' of

the.....

of the First Part

And

On the East : Plot No. 63.

Property valued at Rs 1,60,000/- (Rupees one lakh and sixty thousand) only.

signed, Sealed and Delivered  
in the presence of :

*Hari Sathar*  
(Signature of the First Part)

1) *[Faint handwritten text]*

*[Faint handwritten text]*

2) *[Faint handwritten text]*

*Mehar Kunal Bhatnagar*  
(Signature of the Second Part)

3) *[Faint handwritten text]*

*[Faint handwritten text]*

3) *[Faint handwritten text]*

*Tarun Kumar Jadhav*  
*Advocate, Hyderabad*  
*[Faint handwritten text]*

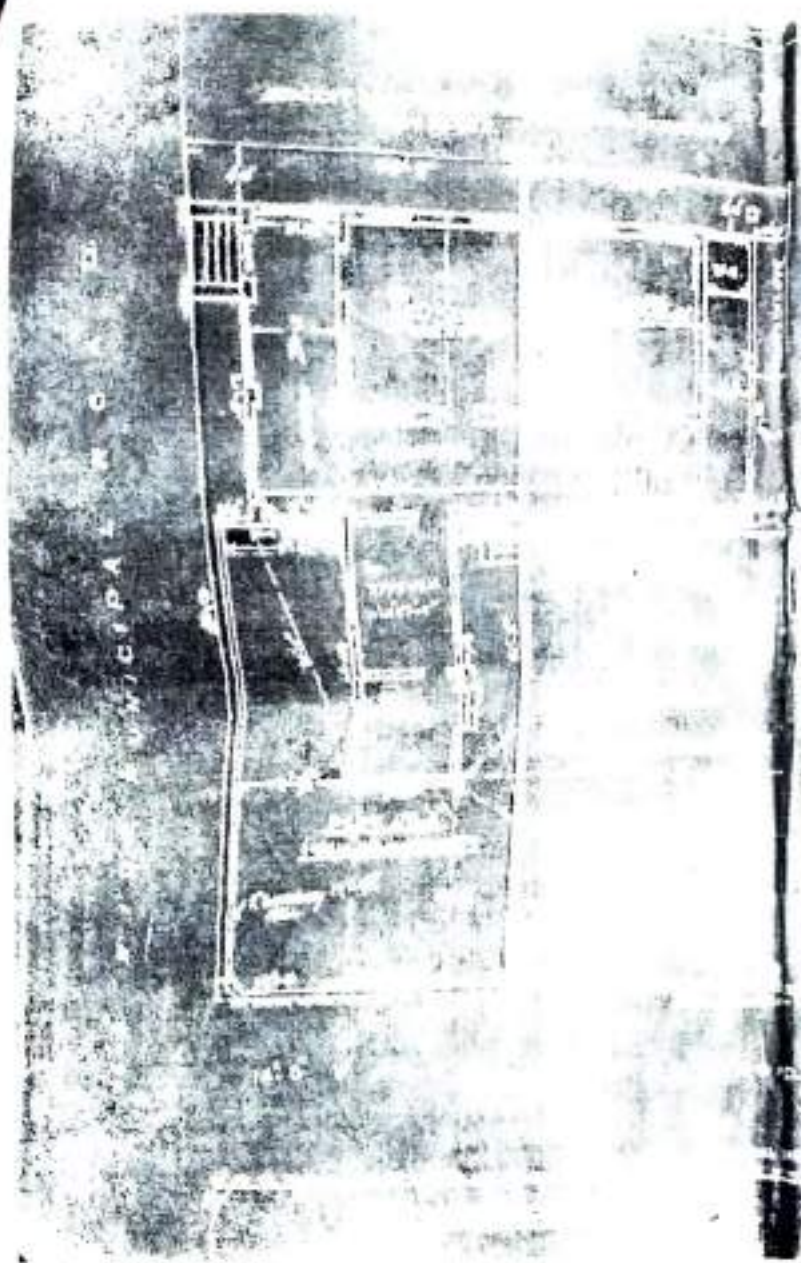
Typed by :

Drafted and prepared by me.

*[Faint handwritten text]*

*[Signature]*

Advocate.



WICIPA - M O

40

SECTION PLAN  
 THE POSITION OF PLOT NO. 4  
 IN THE MUNICIPALITY OF...  
 MUNICIPALITY OF...  
 MUNICIPALITY OF...

PLOT NO. 4  
 MUNICIPALITY OF...



N. G. HANAY  
 Director  
 J. H. HANAY  
 Chief Engineer



XOK No. \_\_\_\_\_  
Volume No. 250  
Page No. 203 to 218  
Page No. 1114/2  
Year 1924

17 / 8 / 1924  
DATED THIS 17<sup>th</sup> DAY OF August 1924

BETWEEN  
SRI NARI SADIAN BANERJEE  
AND  
SRI MIHAR KUMAR BANERJEE

Ha  
Hi  
(Ke)  
22  
11



By \_\_\_\_\_  
Registrar of S.P. & P.P.  
Assurance, Calcutta.  
28-5-27

DEED OF  
PARTITION

\_\_\_\_\_  
Registrar of S.P. & P.P.  
Assurance, Calcutta

Mr. B. C. CHAKRABORTY  
Advocate,  
8, Old Post Office Street,  
First Floor,  
Calcutta - 700 001.