\* DEPARTMENT OF HEALTH E FAMILY WELFARE No. 178077 This is to certify that the following information has been taken from the original record of Death which is in the register Charles and Annoholis Signature of Issuing Authority centering of three of the contract ISSUED UNDER SEC 12/SEC. 17 OF THE REGISTRATION OF BIRTH AND DEATH ACT. 1969] MONCE BRAIN GERTIFICATION CONTENTS Date of Registration: 07.02.2006 Registration No.: 033/06 for Madhyamgram Municipality of Barasat P. S. North 24 Parganas District of West Bengal Seal KOLKATA - 700 129 Siddherway Haben San udaysaypur, Mear-L.I.c Age: 68 years. 19.01.2006 Party: \*\*\*\*\*\*\*\*\*\*\* Bizon Basini Harden Registration of Birth & Deaths Rules, 2000 Manne of Father / Husbnd Date: 28.02.2006 (See Rule 9 of West Bengal) Female Place of Death Date of Death Name: Sex: Form \* 

7156 7667 **RELINDIA** ফ. 500 **FIVE HUNDRED** RUPEES पाँचःसो रुपये Rs. 500 ESINDIA NON JUDICIALES পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL Additional District 386-Appletrar .... North 24 Pargenes THIS DEED OF PARTITION is made this 28th day of September, Two Thousand Sixteen (2016) A.D. AMONGS SRI CHITTARANJAN SARKAR, son of Late Rajmohan Sarkar, by Faith Hindu, by Occupation Service, by Nationality Indian, residing Village & Post Office Udayrajpur, Police station Madhyamgram, District North 24 Parganas, Kolkata-700129, (which term and expression shall unless excluded by or repugnant to the Subject or Context, be deemed to mean and include each of his legal heirs executors representatives and assigns.) of the FIRST PART.

## AND

SRI PRAFULLA SARKAR, son of Late Late Rajmohan Sarkar, by Faith Hindu, by Occupation Service, by Nationality Indian, residing Village & Post Office Udayrajpur, Police station Madhyamgram, District North 24 Parganas, Kolkata-700129, (which term and expression shall unless excluded by or repugnant to the Subject or Context, be deemed to mean and include of his legal heirs executors representatives and assigns) of the SECOND PART.

## AND

SMT. KUSUM SARKAR, wife of Late Ramani Ranjan Sarkar, Occupation Housewife, 4) SMT. FALGUNI SARKAR wife of Sri Debkumar Das, Occupation Service, daughter of Late Ramani Ranjan Sarkar, both are by Faith Hindu, by Nationality Indian, residing at Village & Post Office Udayrajpur, Police station Madhyamgram, District North 24 Parganas, Kolkata-700129, (which term and expression shall unless excluded by or repugnant to the Subject or Context, be deemed to mean and include of their legal heirs executors representatives and assigns) of the THIRD PART.

WHEREAS One Suniti Sundari Sarkar, Sri Rajmohan Sarkar, Sri Jagat Bandhu Mistri and Sri Siddheshwar Halder were the joint owners of a piece and parcel of land measuring about more or less 30 decimal situated and lying on within Mouza Udayrajpur, under Khatian No. 651, malik Khatian No 655 in Dag No. 351, J.L. No 43, Re—sa No 06, Touzi No 146 by virtue of a registered deed of sale dated 26.09.1951, registered in the office of the A.D.S.R. Barasat recorded in

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For Antican
Tankay Novayan Dath
Partner

Book No I. Volume No 81, pages from 52 to 53 being Deed No 6876 of 1951 for the consideration mentioned therein and jointly possessing the said land without any claim and hindrance of other.

and whereas while said Suniti Sundari Sarkar and 3 others were possessing the said land, they amicably partitioned their respective share of land by demarcating their portion. According to the said partition said Suniti Sundari Sarkar got 14 decimal land in Dag No 351, J.L. No 43, Re –sa No 06, Touzi No 146 and became absolute owner and possessing the said land without any interference of other Co –sharers and duly recorded her name in the Government office under Khatian No 5024 in dag No 956 and had been possessing the same by paying rent and taxes to the authority concern.

AND WHEREAS said according to the said amicable partition said Sri Rajmohan Sarkar became absolute owner in respect of more or less 13 decimal land and possessing their respective share of land without any interference of other Co-sharers and had been possessing the same by paying rent and taxes to the authority concern.

Rajmohan Sarkar became absolute owner of a piece and parcel of land measure about 13 decimal equivalent to 07 Cottahs 13 Chittaks 43 Sq. ft. land within Mouza Udayrajpur under Khatian No. 655, malik Khatian No 651 in Dag No 351, J.L. No 43, Re -sa No 06, Touzi No 146 and became absolute owner of their respective land and possessing the said land without any interference of other Co -sharers.

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AND WHEREAS while said Rajmohan Sarkar peacefully possessing his land, he died on 09/02/1966 intestate leaving behind his wife Smt. Binoda Sarkar died on 24/12/1993, three sons namely Sri Ramani Ranjan Sarkar, Sri Chittaranjan Sarkar and Sri Prafulla Sarkar and one daughter namely Bijanbasini Halder as his only legal heirs of his share of property.

ANDWHEREAS subsequently Ramani Ranjan Sarkar, died on 27/12/1997 intestate leaving behind his wife namely Smt. Kusum Sarkar one unmarried son namely Sri Tapas Sarkar died on 30/06/2012 and one daughter namely Smt. Falguni Sarkar as his only legal heirs of his share of property.

ANDWHEREAS subsequently Smt Bijanbasini Halder, died on 19/01/2006 intestate leaving behind her husband namely Sri Siddheswar Halder, one son namely Sri Subhash Halder and five daughters namely Smt. Anjali Halder, Smt. Rina Halder, Smt. Usha Mallick, Smt. Sandhya Sarkar and Smt. China Das as her only legal heirs of her share of property.

ANDWHEREAS now said Sri Chittaranjan Sarkar, Sri Prafulla Sarkar, Smt. Kusum Sarkar, Sri Tapas Sarkar, Smt. Falguni Sarkar, Sri Siddheswar Halder Sri Subhash Halder, Smt. Anjali Halder, Smt. Rina Halder, Smt. Usha Mallick, Smt. Sandhya Sarkar and Smt. China Das become the absolute joint owners in respect of their share of land of the said 13 decimal by way of inheritance.

ANDWHEREAS in the recent L.R. settlement said 13 decimal of land was recorded in the name of Rajmohan Sarkar, Chittaranjan Sarkar, Prafulla Sarkar, Kusum Sarkar, Tapas Sarkar, and Falguni Sarkar under L.R. Khatian No. 1833,1981,1982,5633,5634,5635 in L.R. Dag No 955.

AND WHEREAS now Sri Siddheswar Halder, Sri Subhas Halder, Smt. Anjali Halder, Smt. Rina Halder, Smt. Usha Mallick, Smt. Sandhya Sarkar and Smt. China Das who are become the joint owners of undivided 1/4th share left by their wife/ mother Bijanbasini Halder, jointly and severally intend to gift their share of land to their uncle and wife of uncle and nephew, donees herein and the donees have agreed to accept the gift property.

Subhas Halder, Smt. Anjali Halder; Smt. Rina halder, Smt. Usha Mallick, Smt. Sandhya Sarkar and Smt. China Das out of their love and affection and respect gifted their undivided 1/4th share i.e. 1 cottaha 15 Chittachs 22 Sq ft. with one storied dilapidated building measuring about more or less 200 sq ft. in the total land measuring more or less 13 decimal i.e. 7 Cotthas 13 Chittaks 43 sq ft. with two one storied dilapidated building measuring about more or less 800 sq. ft. total situated and lying within Mouza Udayrajpur under Khatian No. 655 in Dag No 351, corresponding L.R. Khatian No. 1833, 1981, 1982, 5633, 5634, 5635 in L.R. Dag No. 955. J. L. No 43, Re—sa No 06, Touzi No 146, Ward No. 22, L. I. C. Road within the

local limit of the Madhyamgram Municipality, Vill. & P.O. Udayrajpur, Police Station Madhymgram, District North 24 parganas to Sri Chiitaranjan Sarkar, Sri Prafulla Sarkar, Smt. Kusum Sarkar and Smt. Falguni Sarkar for the consideration mentioned therein and said deed of gift was registered in the office of the A.D.S.R. Barasat, recorded in Book No I, being deed No. 6957 for the year 2016.

AND WHEREAS thus said Sri Chiitaranjan Sarkar, Sri Prafulla Sarkar, Smt. Kusum Sarkar and Smt. Falguni Sarkar became absolute joint owners of ALL THAT piece and parcel of land measuring about more or less 7 Cotthas 13 Chittaks 43 sq ft. with two one storied dilapidated building measuring about more or less 800 sq. ft. total situated and lying within Mouza Udayrajpur, under Khatian No. 655 in Dag No. 351, corresponding L. R. Khatian No. 1833,1981,1982,5633,5634,5635 in L.R. Dag No. 955. J. L. No 43, Re—sa No. 06, Touzi No 146, ward No. 22, L. I. C. Road within the local limit of the Madhyamgram Municipality, Vill. & P.O. Udayrajpur, Police Station Madhymgram, District North 24 parganas by way of inheritance and by a deed of gift.

AND WHEREAS the parties herein with a view to separate their individual share of land and building and full enjoyment of their share of land and building, jointly agreed to partition their respective share to avoid future inconvenience and litigation have agreed to partition their respective land and building in the following manner.

## NOW THIS DEED WITNESSETH AS FOLLOWS:

1. That in pursuance of the said agreement and in consideration of the absolute ownership acquired by the parties in respect of the allotments hereunder made under and by virtue of mutual transfers and releases hereunder effected, the Party of the SECOND PART & THIRD PART hereby and hereunder grant, convey, transfer assure, assign, confirm and release unto the PARTY OF THE FIRST PART ALL THAT piece and parcel of land measuring about more or less 2 Cottahs 09 Chittaks 44 Sq. ft land with one storied dilapidated building measuring about 267 Sq. feet more fully and specifically described in the SECOND SCHEDULE herein below together with easements, appendages and appurtenances whatsoever so as to constitute the PARTY OF THE FIRST PART the sole and absolute owner of the property comprised in the said SECOND SCHEDULE freed and discharged from all rights in common and all claims, demands whatsoever of the parties of the other parts concerning the same and TO HAVE AND TO HOLD the same absolutely and forever in fee simple in severalty against the said FIRST PART,

2. That in pursuance of the said agreement and in consideration of the absolute ownership acquired by the parties in respect of the allotments hereunder made under and by virtue of mutual transfers and releases hereunder effected, the party of the FIRST PART & THIRD PART hereby and hereunder grant, convey, transfer, assure, assign, confirm and release unto the PARTY OF THE SECOND PART ALL THAT piece and parcel of land measuring about more or less 2 Cottahs 10 Chittaks land with one storied dilapidated building measuring about 266 Sq. feet more fully and specifically described in

the **THIRD SCHEDULE** herein below together with easements, appendages and appurtenances whatsoever so as to constitute the **PARTY OF THE SECOND PART** the sole and absolute owner of the property comprised in the said **THIRD SCHEDULE** freed and discharged from all rights in common and all claims, demands whatsoever of the parties of the other parts concerning the same and TO HAVE AND TO HOLD the same absolutely and forever in free simple in severalty against the said SECOND PART,

That in pursuance of the said agreement and in consideration of the absolute ownership acquired by the parties in respect of the allotments hereunder made under and by virtue of mutual transfers and releases hereunder effected, the party of the FIRST PART & SECOND PART hereby and hereunder grant, convey, transfer, assure, assign, confirm and release unto the PARTY OF THE THIRD PART ALL piece and parcel of land measuring about more or less 2 Cottahs 09 Chittaks 44 Sq. ft land with one storied dilapidated building measuring about 267 Sq. feet more fully and specifically described in the FOURTH SCHEDULE herein below together with easements, appendages and appurtenances whatsoever so as to constitute the PARTY OF THE THIRD PART the sole and absolute owner of the property comprised in the said FOURTH SCHEDULE freed and discharged from all rights in common and all claims, demands whatsoever of the parties of the other parts concerning the same and TO HAVE AND TO HOLD the same absolutely and forever in free simple in severalty against the said THIRD PART,

## AND THIS DEED FURTHERMORE WITNESSETH AS FOLLOWS:

- (a) That the said Party of the First Part 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 either party of the Second, Third their heirs, successors or assigns produce or cause to be produced all or any of them for inspection or as evidence on their behalf at all trials, examination or commission or otherwise as may be required by him or them and unless prevented by fire or any other inevitable accident keep them safe, unobliterated and uncancelled.
- (b) That no party shall be entitled to any easements or quasieasements over the allotments made to the other parties which are all hereby extinguished.
- (c) The parties shall enter upon their respective allotments and hold, possess and enjoy the same in severalty absolutely against each other without any claim, demand or interruption whatsoever and shall have every right to sale, gift, and mortgage and or any other way without implicate the other parties.
- (d) 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.
- (e) 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