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8KZ 137
16-17

PARTITION DEED



THIS **PARTITION DEED** is made and executed on the Twenty-Eighth day of March, Two Thousand Sixteen (28/03/2016) at Bangalore,

BETWEEN

1. **Mr. SYED SHAHABUDDIN**, aged about 52 years, son of late Syed Abdul Razak, residing at No.579, Rajkumar Circle, Kengeri, Bangalore-560 060
2. **Mr. SYED NAZIMUDDIN**, aged about 66 years, son of late Syed Abdul Razak, residing at No.579, Rajkumar Circle, Kengeri, Bangalore-560 060
3. **Mr. SYED MAZHAI RUDDIN**, aged about 64 years, son of late Syed Abdul Wahid, residing at No.579, Rajkumar Circle, Kengeri, Bangalore- 560 060, and
4. **Mr. SYED NAJEEBUDDIN**, aged about 49 years, son of late Syed Abdul Wahid, residing at No.579, Rajkumar Circle, Kengeri, Bangalore- 560 060

Hereinafter jointly and collectively called as the **FIRST PARTY**,

AND

Mrs. MALLIKA, aged 45 years, wife of late Syed Salahuddin, D/o. Krishnappa, residing at No.17, 7th Cross, 7th Main Road, Gandhinagar, Kengeri Satellite Town, Bangalore-560 060

Hereinafter called as the **SECOND PARTY**,

The terms and expressions 'First Party', and 'Second Party', referred in this deed unless repugnant to the context shall mean and include their respective legal heirs, legal representatives, successors, executors, administrators, and assign.

WITNESSETH AS FOLLOWS

Syed Shahabuddin
Syed Nazimuddin
Syed Mazhairuddin
Syed Najeebuddin

Mallika



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ಮೊಂಬೇಲೆ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕೆಲ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ Syed Shahabuddin S/o Late Syed Abdul Razak , ಇವರು 3000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಕುಳ್ಳಿವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	3000.00	Paid in cash.
ಒಟ್ಟು :	3000.00	

ಸ್ಥಳ : ಜೆ.ಪಿ. ನಗರ

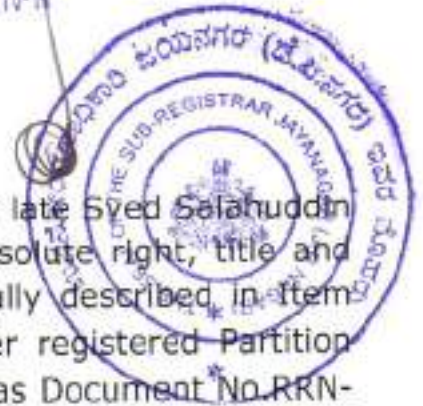
ದಿನಾಂಕ : 29/03/2016




ಉಪ-ಮೊಂಬೇಲೆ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ

(ಜೆ.ಪಿ. ನಗರ)
ಹಿರಿಯ ಉಪಮೊಂಬೇಲೆ ಅಧಿಕಾರಿ
ಜಯನಗರ (ಜೆ.ಪಿ. ನಗರ),
ಬೆಂಗಳೂರು





WHEREAS the First Party members along with late Syed Salahuddin (S/o. Syed Abdul Razak) jointly acquired absolute right, title and interest in the Immovable Properties morefully described in Item No.1 to 4 of the Schedule A Property under registered Partition Deed dated 17th November, 2014 registered as Document No.RRN-1-04777-2014-15 in Book-I stored in CD No.RRND150 in the office of the Sub-Registrar, Rajarajeshwari Nagar, Bangalore;

AND WHEREAS the First Party members along with aforesaid Syed Salahuddin entered into a Development Agreement dated 11th May 2015 registered as Document No.RRN-1-00690-2015-16 in Book-I stored in CD No.RRND156 in the office of the Sub-Registrar, Rajarajeshwari Nagar, Bangalore with M/s. HV Ventures Projects Pvt. Ltd., having its regd. Off. At No.26, Shankarmutt Road, Basavanagudi, Bangalore-560 004 (hereinafter referred as the Developers) for development of land bearing Survey No.49/1, land in Sy. No.49/2A and land in Sy. No.49/2B, situated at Mylasandra Village, Kengeri Hobli, Bangalore South Taluk and performance of the said agreement is under way;

AND WHEREAS the aforesaid Syed Salahuddin had acquired land bearing Survey No.199/3, measuring 1 Acre, situated at Kambipura Village, Kengeri Hobli, Bangalore South Taluk morefully described in the Item No.1 of the Schedule B Property having acquired under registered Sale Deed dated 03/06/1996 registered as Document No.1493/1996-97 of Book-I, in Volume-1569 at Pages 79 to 82 in the office of the Sub-Registrar, Kengeri, Bangalore;

AND WHEREAS the aforesaid Syed Salahuddin had married the Second Party herein on 10/01/2014 and they had no issues or children out of their wedlock and the said Syed Salahuddin died on 18th November, 2015 leaving behind the First Party members and Second Party as his legal heirs under the Mohammeden Law;

AND WHEREAS serious disputes and differences clouded among the First Party members and the Second Party and the Second Party

Maulika

Syed Salahuddin
Syed Salahuddin
Syed Rajeebuddin
Syed Rajeebuddin





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16-17

ಜೆ.ಪಿ. ನಗರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 29-03-2016 ರಂದು 12:36:57 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಕುಟುಂಬದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಕುಟು	2500.00
2	ಸೇವಾ ಕುಟು	560.00
3	ದ್ವಿ ಪ್ರತಿ ಕುಟು	100.00
	ಒಟ್ಟು :	3160.00

ಶ್ರೀ Syed Shahabuddin S/o Late Syed Abdul Razak ಇವರಿಂದ ಜಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಚ್ಚಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Syed Shahabuddin S/o Late Syed Abdul Razak			



ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

ಜಯನಗರ (ಜೆ.ಪಿ ನಗರ),

ಬೆಂಗಳೂರು

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಚ್ಚಿನ ಗುರುತು	ಸಹಿ
1	Syed Shahabuddin S/o Late Syed Abdul Razak . (ಬರೆದುಕೊಂಡವರು)			
2	Syed Nazimuddin S/o Late Syed Abdul Razak . (ಬರೆದುಕೊಂಡವರು)			



ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

ಜಯನಗರ (ಜೆ.ಪಿ ನಗರ),

ಬೆಂಗಳೂರು



expressed her firm intention and willingness for partition of family properties and separate possession of her share in the Schedule Properties and the family members and well-wishers had repeated meetings and finally agreed for partition in following terms;

NOW WHEREAS the parties herein after having legal advices thought it fit that they should avoid future difference and to have peaceful and respectful life in future, have decided to execute this partition deed in respect of the Schedule Properties as stated below;

NOW THEREFORE THIS DEED OF PARTITION
WITNESSETH AS FOLLOWS:-

1. That in pursuance of the agreement and in consideration of the absolute ownership acquired by the parties in respect of the allotments hereunder made by virtue of mutual transfers and releases hereunder effected by the 'Second Party' hereby and hereunder grants, conveys, transfers, assures, assigns, confirms and releases unto the 'First Party' all that the property set forth in the **Schedule A** below together with all areas, sewers, drains, water, water courses, lights, liberties, easements, appendages and appurtenances, whatsoever so as to constitute the 'First Party' members as absolute owners having absolute right, title and interest of the property comprised in the **Schedule A Property** 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 HOLD the same absolutely and forever in severalty against the 'Second Party', and / or any person/s claiming through or under her.

2. That in pursuance of the agreement and in consideration of the absolute ownership acquired by the parties in respect of the allotments hereunder made by virtue of mutual transfers and releases hereunder effected by the 'First Party' members hereby and hereunder grant, convey, transfer, assure, assign, confirm and release unto the 'Second Party' all that the property set forth in the

Malika

Syed Hammad
Syed Shahid
Syed Naeem
Syed Naeem

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ವಿಳಾಸ	ಹೆಸರಿನ ಗುರುತು	ಚಿಹ್ನೆ
3	Syed Mazharuddin S/o Late Syed Abdul Wahed . (ಬರೆದುಕೊಂಡವರು)			<i>Syed Mazhar</i>
4	Syed Najeebuddin S/o Late Syed Abdul Wahed . (ಬರೆದುಕೊಂಡವರು)			<i>Syed Najeebuddin</i>
5	Smt. Malika W/o Late Syed Salalhuddin . (ಬರೆದುಕೊಂಡವರು)			<i>Malika</i>
6	Syed Shahabuddin S/o Late Syed Abdul Razak . (ಬರೆದುಕೊಂಡವರು)			<i>Syed Shahab</i>
7	Syed Nazimuddin S/o Late Syed Abdul Razak . (ಬರೆದುಕೊಂಡವರು)			<i>Syed Nazimuddin</i>
8	Syed Mazharuddin S/o Late Syed Abdul Wahed . (ಬರೆದುಕೊಂಡವರು)			<i>Syed Mazhar</i>
9	Syed Najeebuddin S/o Late Syed Abdul Wahed . (ಬರೆದುಕೊಂಡವರು)			<i>Syed Najeebuddin</i>
10	Smt. Malika W/o Late Syed Salalhuddin . (ಬರೆದುಕೊಂಡವರು)			<i>Malika</i>

[Signature]

ಸರಿಯ ಉಪನೋದಕಾಧಿಕಾರಿ

ಜಯನಗರ (ಜಿ.ಪಿ ನಗರ),

ಬೆಂಗಳೂರು



Schedule B below together with all areas, sewers, drains, water, water courses, lights, liberties, easements, appendages and appurtenances, whatsoever so as to constitute the 'Second Party as absolute owner having absolute right, title and interest of the property comprised in the **Schedule B Property** 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 HOLD the same absolutely and forever in severalty against the 'First Party', and / or any person/s claiming through or under them.

3. The First Party members along with aforesaid Syed Salahuddin entered into a Development Agreement dated 11th May 2015 registered as Document No.RRN-1-00690-2015-16 in Book-I stored in CD No.RRND156 in the office of the Sub-Registrar, Rajarajeshwari Nagar, Bangalore with M/s. HV Ventures Projects Pvt. Ltd., (the Developers) for development of land bearing Survey No.49/1, land in Sy. No.49/2A and land in Sy. No.49/2B, situated at Mylasandra Village, Kengeri Hobli, Bangalore South Taluk. The First Party members along with aforesaid Syed Salahuddin jointly entitled for 36% of Owners Share in developed area. After a reasonable bargain with the consent of the Developers, The First Party Members allotted 14 (Fourteen) Apartments morefully described in the Item No.2 of the Schedule B Property allotted to the share of the Second Party. The First party members are entitled for balance apartments (irrespective of numbers and measurements) after deducting the aforesaid 14 apartments. The said apartments are allotted to the Second Party with a condition to perform all obligations provided under the aforesaid registered Development Agreement with the Developers and the Second Party shall co-operate with the First Party members, and Developers in executing additional documents like confirmation of Development Agreement, execution of General Power of Attorney in favour of the Developers, Sharing Agreement, etc., as per the requirement of the Developers.

Malika

Syed H. Salahuddin
Syed Salahuddin

Surinder

Syed Raeesuddin



ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಜೊತೆಯ ಮೂಲ ವಿವರ	ತಪ್ಪು
1	R.Muniraju BEMIL 7th stage, Mylasandra, Bangalore	ಶಿವುಲು
2	Syed Altaf No. 26, Chandra Layout, Bangalore	Syed Altaf


ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕಾಧಿಕಾರಿ
ಜಯನಗರ (ಜಿ.ಪಿ. ನಗರ),
ಬೆಂಗಳೂರು

There is No Difference Between Original and Duplicate


ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕಾಧಿಕಾರಿ
ಜಯನಗರ (ಜಿ.ಪಿ. ನಗರ),
ಬೆಂಗಳೂರು

This Document is Kept Pending for Technical Reason

Designed and Developed by C-DAC, ACTS, Pune


ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕಾಧಿಕಾರಿ
ಜಯನಗರ (ಜಿ.ಪಿ. ನಗರ),
ಬೆಂಗಳೂರು 29/3/16





4. That the Schedule Properties cannot be divided by metes and bounds according to the shares of the respective parties, therefore, they agreed to share the said properties on quid pro quo basis and after mutual discussions with the help of their relatives and well-wishers of the parties herein have partitioned the Schedule Properties.

5. The parties shall enter upon respective allotments and hold, possess and enjoy the same in severalty absolutely against each other as stated above without any claim, demand or interruption, whatsoever.

6. The Property hereby partitioned is free from all encumbrances, charges, liens, claims, demands, lis pendens, etc., and that there is no attachment or injunction by any Court or Government authorities thereon and that the parties have not done any acts, deeds or things heretofore done, executed or knowingly suffered to the contrary and presently the respective parties have lawfully taken, seized and possessed of their respective Properties.

7. Each party to this deed assure the other party that they do or execute and cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly transferring and assuring their respective share in the Schedule A Property and Schedule B Property and every part thereof and shall sign, and execute all documents, and other necessary papers for transfer of Khatha of their respective share of the Schedule Property in favour of the other for morefully and perfectly assuring the title of the allottee under this partition deed.

8. There are no properties belonging to or left by the above said late Syed Salahuddin. All other properties which are in the name of any of the parties herein either solely or jointly shall be deemed to be their exclusive property and other parties have no claims or demands thereon.

Maleika

Syed Salahuddin
Syed Shahidul

Syed Rajeebuddin



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There is No Difference Between Original and Duplicate

After Technical Reason Solved, Document Ordered for Registration

ಜಯನಗರ (ಜಿ.ಪಿ. ನಗರ), ಬೆಂಗಳೂರು

1 ನೇ ಪುಟದ ದೃಶ್ಯಚಿತ್ರ
ಸೆಂಬರ JPN-1-00137-2016-17 ಅಗಿ
ಸಿ.ಡಿ. ಸೆಂಬರ JPN0359 ನೇ ಪುಟ
ದಿನಾಂಕ 06-04-2016 ರಂದು ಮೊದಲಾದುದಾಗಿರುತ್ತದೆ

ಜಯನಗರ (ಜಿ.ಪಿ. ನಗರ),
ಬೆಂಗಳೂರು

ಜಯನಗರ (ಜಿ.ಪಿ. ನಗರ),
ಬೆಂಗಳೂರು



9. Both the parties have executed this Partition Deed in absolutely good and sound mental status with prudence, voluntarily and with total free will and volition, without any fraud, coercion, undue influence, threat, promise, inducement, misrepresentation or allurement whatsoever.

10. This partition shall not be re-opened nor challenged under any circumstances before any authority, tribunal or court of law by reasons of any error or omission whatsoever by any parties to this deed and their legal heirs, but the parties agree to execute and register such further deed or deeds or writings as may be necessary to rectify any bonafide errors or mistakes.

SCHEDULE A PROPERTY

**(Immovable properties fallen to the share of
the First Party Members)**

ITEM NO.1

All the piece and parcel of land in Survey No.58/2 measuring 8 acres 15 guntas and land in Sy. No.58/3 measuring 34 Guntas, situated at Mylasandra Village, Kengeri Hobli, Bangalore South Taluk and presently bounded on the

East by	:	BEML Layout;
West by	:	BEML Layout;
North by	:	BEML Layout
South by	:	Sawan Darbar Ashram boundary & Gopalan Aaprtmetns

ITEM NO.2

All the piece and parcel of land in Survey No.49/1 measuring 23 Guntas, Land in Sy. No.49/2A measuring 3 acres 31 Guntas, Land in Sy. No.49/2B measuring 34 Guntas, situated at Mylasandra Village, Kengeri Hobli, Bangalore South Taluk presently situated within the limits of Bruhat Bangalore Mahanagara Palike Ward No.198 (Hemmigepura) bearing Khatha Sl. No.2785 and No.49/1/49/2A/49/2B and presently bounded on the



Mallika

Syed N. P. Muddasi
Syed Shabir

Sawan Darbar

Syed Raza Muddasi



East by : Mookambikanagar
 West by : Wonder Blue Garments and Kumaran's Properties,
 North by : Road (Earlier Govt. Channel)
 South by : Property of Aishwarya Developers

As per the Development Agreement with the Developers, the First Party members are entitled for all apartments (irrespective of numbers and measurements) after deducting the 14 apartments identified in Item No2 of the Schedule B Property as Owner's Share as per Sharing Agreement)

ITEM NO.3

All the piece and parcel of property bearing Old Khaneshumari No.368 and present BBMP Khatha No.709/631/494/200, situated at Kuvempu Road Dr. Rajkumar Circle, Kengeri Town, Bangalore,

1st Portion measuring East to West 109 Feet, North to South 71½ + 56 Feet, totally measuring 6948.75 Square Feet and presently bounded, on the East by : 2nd Portion noted below and Hotel Shankara Site; on the West by : Road; on the North by : Shikari Chinnappa's Garden & Sarojamm's House; on the South by : House of Syed Sanaulla & Syed Amanulla

2nd Portion measuring East to West 29 Feet, North to South 50 Feet, totally measuring 1450 Square Feet and presently bounded, on the East by : Shamanna & Mariswamappa's House; on the West by : above stated 1st Portion; on the North by : Shikari Chinnappa's land; on the South by : Hotel Shankara Site

ITEM NO.4

All that piece and parcel of Two Shop premises bearing old Khaneshumari No.418 and 419 of Kengeri Village Panchayath, and Presently within the administrative limits of Bruhat Bangalore

Mallika

*Syed Nizamuddin
 Syed Shaukuddeen
 Tawakkul*

Syed Raheeluddin



Mahanagara Palike bearing Municipal No.221/193/153/200, Kengeri Kasaba, Bangalore South Taluk measuring East to West : on the Northern side 19½ Feet and on the Southern side 23½ Feet, North to South 22 Feet and bounded on the

East by : Shop belonging to Rudrappa and Nanjappa;
West by : Government Road;
North by : Shop premises belonging to Kenchappa;
South by : Shop Premises of Rotti Veerappa (Now Madappa)

SCHEDULE B PROPERTY

(Immovable properties fallen to the share of the Second Party Members)

ITEM No.1

All that piece and parcel of land bearing Survey No.199/3, measuring 1 Acre situated at Kambipura Village, Kengeri Hobli, Bangalore South Taluk, Bangalore and bounded on the

East by : Land belonging to Hussain Sab;
West by : Private Property;
North by : Land belonging to Hanumalah and Sons;
South by : Land belongs to Muddalah

ITEM NO.2

All the piece and parcel of land in Survey No.49/1 measuring 23 Guntas, Land in Sy. No.49/2A measuring 3 acres 31 Guntas, Land in Sy. No.49/2B measuring 34 Guntas, situated at Mylasandra Village, Kengeri Hobli, Bangalore South Taluk presently situated within the limits of Bruhat Bangalore Mahanagara Palike Ward

Malika

Syed H. J. Ghouse
Syed Shaukudin
Syed Rajeebuddin



No.198 (Hemmigepura) bearing Khatha Sl. No.2785 and No.49/1/49/2A/49/2B and presently bounded on the

East by : Mookambikanagar
West by : Wonder Blue Garments and Kumaran's Properties,
North by : Road (Earlier Govt. Channel)
South by : Property of Aishwarya Developers

As per the Development Agreement with the Developers, the Second Party is allotted with 14 (Fourteen) number of apartments out of the Owner's Share as described below:

Sl. No.	Type of Apart	S B A (in Sq. Ft.)	Wing /Tower	Floor No	Unit Type	Unit ID	Car Park Type
1	3BHK	1298	T09	10	A	T0910A	Covered
2	3BHK	1288	T01	9	D	T0109D	Covered
3	3BHK	1298	T02	2	A	T0202A	Covered
4	3BHK	1321	T02	4	C	T0204C	Covered
5	2BHK	1031	T03	4	A	T0304A	Covered
6	2BHK	1001	T03	10	B	T0310B	Covered
7	2BHK	999	T04	8	D	T0408D	Covered
8	2BHK	1015	T05	3	C	T0503C	Covered
9	2BHK	1001	T06	7	B	T0607B	Covered
10	2.5BHK	1214	T07	8	D	T0708D	Covered
11	2.5BHK	1199	T07	10	B	T0710B	Covered
12	2BHK	1015	T04	4	C	T0404C	Covered
13	3BHK	1321	T01	3	C	T0103C	Covered
14	3BHK	1388	T10	2	D	T1002D	Covered

Malika

Syed Raheebuddin
Syed Shafiquddin
Syed Shafiquddin
Syed Raheebuddin



IN WITNESS WHEREOF the parties herein have executed this Partition Deed on the day, month and year first above mentioned.

1. Syed Shabbir

2. Syed Nazimuddin

3. Syed Nazeem

4. Syed Raeesuddin

(FIRST PARTY)

Malika

(SECOND PARTY)

WITNESS No.1

For and on
BEHALF of the
Mysore
Bangalore

WITNESS No.2

Syed Ali
26, Chandra Bhai
Bangalore.

Drafted by :

Nagendra H S
Advocate.