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Admissible under Rule 21, duly to jed under the folian as p Aci 1898, 3 heldie 14 No. 45, 4, 55(6)

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STAMP SUPERINTENDENT. CALCUTTA COLLECTORATE.

Engistrar of Assurances of Galanties 91858.

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\$ 156 2 156 THIS INDENTURE made this INVENTED day of August - 1958

BETWEEN PHAKIR CHAND SETT son of Monmotho Neth Sett deceased residing at premises No. 3, Dwarik Ganguli Street within the Municipal limits of Calcutta Hindu landholder of the First-Part, AMAR CHAND SETT son of the said Monmotha Nath Sett deceased residing at the said premises No. 3, Dwarik Ganguli Street within the Municipal limits of Calcutta Hindu landholder of the Second Part, SUSHIL CHAND SETT son of the said Monmotha Nath Sett deceased residing at the said premises No. 5, Dwarik Ganguli Street within the Municipal limits of Calcutta of the third Part, SM. NARAYANI DASSI widow of Nirode Chandra Pramanik Deceased residing at premises No. 136A,

20th day of July 1947 the said Monmotha Nath Sett who was a Hindu governed by the Dayabhaga School of Hindu Law died leaving him surviving a sole widow namely Sm. Sarala Bala Dassi since deceased and three sons namely the parties hereto

Shyamaprosad Mukherjee Road within the Municipal limits of

Chandi Ghose Road within the Municipal limits of Calcutta

Hindu land-holder of the Fifth Part WHEREAS on or about the

Calcutta Hindu House-wife of the Fourth Part and SM. BIVABATI DASSI wife of Jatindra Nath Kundu residing at premises No.57,

of the 1st, 2nd and 3rd parts and two married daughters namely the parties hereto of the 4th and 5th parts and being -

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absolutely seised and possessed of the divided and demarceted Eastern portion of the Premises No.P-125, Dwarik -Genguli Street which has since been numbered as premises No. 3, Dwarik Ganguli Street, Calcutte fully described in Part-I of the First Schedule hereunder written together with all rights of common owner-ship over the 5 ft. wide strip of land running from North to South of the said premises No. 3, Dwerik Genguli Street AND WHEREAS prior to his death the said Monmoths Nath Sett made and published his last Will and Testament in the Bengali language and character bearing date the 51st day of Aswin 1544 B.S. corresponding to the 17th day of October 1937 whereby and whereof he appointed his wife the said Sm. Sarala Bala Dassi since deceased to be the sole executrix AND WHEREAS by the said last Will and Testament of the said Monmotha Nath Sett it was provided inter-alia that the said Sm. Sarala Bala Dassi would so long as she would live let out the said divided Eastern portion of the said premises No. 3, Dwarik Ganguli Street and collect the rent thereof and apply the same in such manner as she would like but she would not be entitled to sell slienste or mortgage the same AND WHEREAS it was further provided by the said last Will and Testament that after the death of the said Sm. Sarala Bala Dassi the said divided Eastern portion of the said premises No. 3, Dwarik Genguli Street (hereinefter referred to as "the said premises") would belong to and be divided between the sons of the testator in the follow ing manner that is to say the divided Northern portion of the said premises delineated in the Plan annexed to the ..

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the said last Will and Testament as also in the Plan hereto annexed and therein enclosed within red borders and marked as Plot "A" would belong to the said Phakir Chand Sett the party hereto of the first part absolutely and the divided South-Eastern portion of the said premises delineated in the said Plan annexed to the said last Will and Testament as also'in the said Plan hereto annexed and therein enclosed within yellow borders and marked as Plot "B" would belong to the said Amar Chand Sett the party hereto of the Second Part absolutely and that the divided Southern portion of the said premises delineated in the said Plen annexed to the said last Will and Testament as also in the said Plan hereto ennexed and therein enclosed within Blue borders and marked as Plot "C" would belong to the said Sushil Chand Sett the perty hereto of the third pert absolutely AND WHEREAS the said Sm. Sarala Bala Dassi duly administered the estate of the said Monmotha Nath Sett deceased in terms of the said last Will and Testament of the said deceased without obtaining the probate thereof from any Court AND WHEREAS the said Sm. Sarala Bala Dassi died intestate on or about the 8th day of January 1957 AND WHEREAS on the death of said Sm. Sarala Bels Dessi the parties hereto of the 1st, 2nd, 3rd, 4th and 5th parts would have been entitled to the said premises No. 3. Dwarik Ganguli Street in the event of the death of the said Monmotha Nath Sett deceased intestate but all of them accepted the factum and validity of the said last Will and Testement of the said Monmoths Nath Sett deceased dated the 31st day of Ashar 1344 B.S. and as such on the death of the said Sm. Sarala Bala Dassi the parties hereto of the first, second ..



second and third parts became entitled to the said premisecond and third promises No. 3, Dwarik Genguli Street, in the manner provided in the said lest Will and Testament of the said Monmotha Neth Sett deceased AND WHEREAS the parties hereto of the Neth Sett decessed _______ have since divided and ______ partitioned the said premises No. 3, Dwarik Ganguli Street in terms of the said Will and took possession of their respective portions in the said premises and by such partition the divided Northern portion of the said premises comprising an area of 1 Kotta 8 Chittacks 10 Sq. ft. and 27 Sq. inches and delineated in the Plan hereto ennexed and therein enclosed within red borders and marked as Plot "A" and valued at %.8000/- was allotted to the party hereto of the 1st part in severalty and absolutely and the divided South-Eastern portion of the said premises comprising an area of 1 Kotta 6 Chittacks 13 Sq.ft. and 53 Sq. inches and delineated in the Plan hereto annexed and therein enclosed within yellow borders and marked as Plot "B" and valued at \$.8000/- was allotted to the said party hereto of the second part in severalty and absolutely and the divided Southern portion of the said premises comprising an area of 1 Kotta 10 Chittacks 22 Sq. ft and 30 Sq. inches and delineated in the Plan hereto ennexed and therein enclosed within blue borders and marked as -Plot "C" and valued at \$.8000/- was allotted to the said party hereto of the third part in severalty and absolutely AND WHEREAS the party hereto of the first part has since with his own personal and separate funds constructed a second storey on the said Plot "A" allotted to him as aforesaid at a cost of \$.8000/- approximately AND -WHEREAS the parties hereto have now agreed to execute

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execute these presents as and by way of mutual conveyances for giving effect to the said partition and the parties hereto of the 4th and 5th parts have agreed to join in these presents in the manner hereinafter appearing NOW THIS INDENTURE WITNESSETH that in pursuence of the said agreement and in consideration of all and singular other the premises the said Amer Chend Sett and Sushil Chand Sett do and each of them doth hereby grant, transfer, convey, confirm and release and the said Sm. Narayani Dessi and Sm. Bibhabati Dessi do and each of them doth hereby convey confirm and release unto the said Phekir Chand Sett his heirs executors, administrators representatives and assigns All That the right title and interest of the said Amer Chand Sett and Sushil Kumar Sett, Sm. Nerayani Dassi and Sm. Bibhabati Dassi respectively of and in firstly All That the partly one storied and partly two storied brick built messuage tenement or dwelling house together with the piece or percel of revenue free land thereunto belonging whereon or on part whereof the same is erected and built and containing by estimation an area of 1 Kotta 8 Chittacks 10 Sq.ft. and 27 Sq.inches more or less situate lying at and being the divided Northern portion of the said premises No. 3, Dwarik Ganguli Street the said divided Northern portion being delineated in the Map or Plan hereto ennexed and therein enclosed within red borders and merked as Plot "A" and more particularly described in Part-II of the said first Schedule hereunder written and valued at the sum of \$.16,000/- (Rupees sixteen thousand only) Together with all paths passages lights waters water courses sewers drains ditches and the ground and the soil thereof and all



and all menner of rights liberties easements privileges edventages emoluments appendages and appartenances thereto belonging or which with the same now are or is or st any time to times heretofore were or was held used occupied accepted reputed deemed taken or known as part parcel or member thereof And the reversion and reversions, remainder and remainders and the rents issues and profits thereof and all the estate right title interest-property claim and demand whatsoever of the said Amer Chand Sett, Sushil Chand Sett, Sm. Narayani Dessi and Sm. Bibhabati Dessi of in to end respecting the same And Secondly All That the common ownership of and in all that the strip of revenue-free land measuring 15 Chittacks 43 square feet and 108 square inches more or less running from North to South with an uniform width of five feet and delineated in the said map or plan hereto amnexed and therein coloured brown and merked "common pessage" and used in common with the other owners thereof To Have And To Hold the same unto end to the use of the seid Phakir Chand Sett in severalty absolutely and for ever AND THIS INDENTURE FURTHER WITNESS-ETH that in pursuance of the said agreement and in consideration of all and singular other the premises the said Phakir Chand Sett and Sushil Chand Sett do and each of them doth hereby grant transfer convey confirm and release and the said Sm. Narayani Dassi and Sm. Bibhabati Dassi do and each of them doth hereby convey confirm and release unto the said Amer Chand Sett his heirs executors edminis trators representatives and assigns firstly All That the right title and interest of the said Phakir Chand Sett,

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Sushil Chand Sett, Sm. Nerayani Dessi and Sm. Bibhabati Dassi respectively of and in All That one storied brick built messuage tenement or dwelling house together with the piece or percel of revenue free land thereunto belonging whereon or on part whereof the same is erected and built containing by estimation an area of 1 Kotta 6 Chittacks 13 Sq.ft. and 35 Sq.inches more or less situate lying at and being the divided south-eastern portion of the said premises No. 3, Dwarik Genguli Street the said divided south-eastern portion being delineated in the Map or Plan hereto annexed and therein enclosed within yellow borders and marked as plot "B" and more particularly described in Part-III of the said First Schedule hereunder written and valued at the sum of %.8000/- (Rupees eight thousand only) together with all ways paths passages lights water water-courses sewers drains ditches and the ground and the soil thereof and all and all manner of rights liberties easements privileges advantages emoluments appendages and appurtenances thereto belonging or which with the same now are or is or at any time or times heretofore were or was held used occupied accepted reputed deemed taken or known as part parcel or member thereof And the reversion and reversions remainders and the rents issues and profits thereof and all the estate right title interest property claim and demand whatsoever of the said -Phakir Chand Sett, Sushil Chand Sett, Sm. Narayani Dassi and Sm. Bibhabati Dassi of in to and respecting the same And secondly All That the common ownership of and in all that the strip of revenue free land measuring 13 Chittacks 43 squarefeet and 108 square inches more or less running from north to south with an uniform width of five feet and delineated in the said map or plan hereto annexed and therein coloured brown and merked "common passage" and used in common with the other



owners thereof To Have And To Hold the same unto and to the owners thereof to the use of the said Amer Chand Sett in severalty absolutely and for-ever AND THIS INDENTURE FURTHER WITNESSETH that in pursuance of the said agreement and in consideration of all and singular other the premises the said Phakir Chand Sett and Amer Chand Sett do and each of them doth hereby grent transfer convey confirm and release and the said Sm. -Nersyani Dassi and Sm. Bibhabeti Dassi do and each of them doth hereby convey confirm and release unto the seid Sushil Chend Sett his heirs executors administrators representatives and assigns firstly All That the right title and interest of the said Phakir Chand Sett, Amar Chand Sett, Sm. Narayani Dassi and Sm. Bibhabati Dassi respectively of and in firstly All That one storied brick built messuage tenement or dwelling house together with the piece or percel of revenue free land thereunto belonging whereon or on pert whereof the same is erected and built and containing by estimation an erea of 1 Kotta 10 Chittacks 22 Sq.ft. and 30 Sq.inches more or less situate lying at and being the divided Southern portion of the said premises No. 5, Dwarik Ganguli Street the said divided Southern portion being delinested in the Map or Plan hereto ennexed and therein enclosed within blue borders and marked as Plot "C" and more perticularly described in Part-IV of the said First Schedule hereunder written and valued at the sum of \$.8000/- (Rupees eight thousand only) together with all ways paths passages lights water water-courses sewers drains ditches and the ground and the soil thereof and all and all menner of rights liberties easements -privileges advantages emoluments appendages and appurtenances thereto belonging or which with the same now are

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are or is or at any time or times heretofore were or was held used occupied accepted reputed deemed taken or known as part parcel or member thereof Aud the reversion and reversions remainder and remainders and the rents issues and profits thereof And all the estate right title interest property claim and demand whatsoever of the said Phakir Chand Sett, Amer Chand Sett, Sm. Nereyani Dessi and Sm. Bibhabati Dessi of in to and respecting the same Aud secondly All That the common ownership of and in all that the strip of revenue-free land measuring 13 Chittacks 43 square feet and 108 square inches more or less running from north to south with an uniform width of five feet and delineated in the said map or plan hereto annexed and therein coloured brown and marked "common passage" - and used in common with the other owners thereof To Have And To Hold the same unto and to the use of the said Sushil Chand Sett in severalty absolutely and for-ever, AND IT IS HEREBY EXPRESSLY AGREED UPON AND DECLARED BY AND BETWEEN THE PARTIES hereto(each party covenanting only in respect of his own act) that the said parties of the 1st, 2nd and 3rd parts shall respectively do or cause to be done all such acts and things as may be necessary to make their respective allotments self-contained and independent of each other within a period of six months from the date of these presents and shall within the said period remove themselves with their respective families to their respective allotments And the said perties hereto of the 1st, 2nd and 3rd parts do and each of them doth hereby mutually agree and covenant with each other That Notwithstanding any act deed or thing done by -- the said parties hereto of the 1st, 2nd and 3rd parts each of the said parties heth now good --- full powers and absolute authority to grant and ..



and convey his shere of and in the seid premises in the menner aforesaid and that each of the said parties hereto of the 1st, 2nd and 3rd parts shall and may at all times hereafter peaceably and quietly possess and enjoy the said messuage tenement land hereditament and premises respectively allotted to him or them and every part thereof and receive all rents issues and profits thereof without eny loss eviction and interruption claim or demand whatsoever from or by any of the other parties hereto or any person or persons lawfully or equitably claiming from under or in trust for him or them and further that each of the parties hereto of the 1st, 2nd and 3rd parts and all persons having and lawfully or equitably claiming any interest in the said premises or any part thereof or from or under or in trust for any of the parties hereto shall and will from / time to time and at all times hereafter at the request and cost of the other party requiring the same do and execute or cause to be done and executed all such acts deeds and things what soever for further and more perfectly assuring the said messuage tenement land hereditament and premises and every part thereof hereby conveyed unto and to the use of the said other party or parties in manner aforesaid as shall or may be reasonably required And It Is Hereby -Further Agreed upon and declared by and between the parties hereto of the 1st, 2nd and 3rd perts that these original presents as elso the deeds set out in the second Schedul hereunder written shell remain in the custody of the said Phakir Chand Sett the party hereto of the 1st part And the said Phakir Chand Sett doth hereby for himself his heirs executors administrators representatives and assigns -

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agree and covenant with the said Amar Chand Sett and Sushil Chand Sett their respective heirs executors administrators representatives and assigns that he the said Phakir Chand Sett his heirs executors administrators representatives and assigns shall and will from time to time and at all times hereafter at the request and costs of the said Amer Chand -Sett and Sushil Chand Sett their respective heirs executors administrators representatives and assigns produce or cause to be produced to the said Amar Chand Sett and Sushil Chand Sett and their respective heirs executors administrators representatives and assigns or their solicitors or agents at any trial commission examination or investigation of title or otherwise as occasion shall require these original presents and the deeds set out in the second Schedule hereunder written and also at the like request and costs of the said Amer Chand Sett and Sushil Chand Sett their respective heirs executors administrators representatives and assigns deliver or cause to be delivered unto them copies of or extracts from these original presents and the said deeds as they or any of them may require and will in the meantime keep these original presents and the said deeds safe unobliterated and uncancelled unless prevented from so doing by fire or other unevoidable accident.

The First Schedule above referred to:-

All Those brick built messuages tenements and hereditements together with piece or parcel of revenue-free land thereunto belonging whereon or on part whereof the same are erected and built and containing by estimation an erea of



4 Kottes 9 Chittecks and being the divises 4 Kottes 9 Chittecks lying at and being the divided more or less situate premises Nos. 3. December 19 more or less situate premises Nos. 3, Dwarik Ganguli Bestern portion of the premises Nos. 3, Dwarik Ganguli Bestern portion of the Dwarik Genguli Street) within Street (formerly No.P. 125, Dwarik Genguli Street) within Street (formerly No. 1 Calcutta and comprised in Hold-the Municipal limits of Calcutta and comprised in Holdthe Municipal 11mivs Sub-Division F Grand Division VI ings Nos. 194 and 195 Sub-Division F Grand Division VI ings Nos. 194 and Thehs Bhowanipore Sub-Registry Alipore Dihi Penchennegram Thehs and huttag Dihi Panchenness and butted and bounded in in the District of 24-Pergenes and butted and bounded in in the District that is to say: on the North by the matter rolls on the East partly by the premises No. 1B, Dwerlk Genguli Street, partly by 17D, Russe Road pertly by 17C, Russe Roed and pertly by the premises No. 19B, Russa Road, on the South by the premises No.132B, Shyama Prosed Mookherjee Road and on the West by the 5' ft. wide common pessege and beyond that by the divided western portions of the said premises No.3, Dwarik Genguli Street belonging to Sentosh Kumar Sett, Indra Narayan Sett and Sushil Chand Sett respectively.

Part-II.

All That partly one storied and partly two storied brick-built messuage tenement and hereditement together with the piece or parcel of revenue-free land thereunto with the piece or parcel of revenue-free land thereunto belonging whereon or on part whereof the same is erected and built and containing by estimation an area of 1 Cottah and built and containing by estimation and area of 1 Cottah and built and containing by estimation and area of 1 Cottah and built and containing by estimation and area of 1 Cott

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red-borders and marked as Lot "A" and butted and bounded on the North by Dwarik Ganguli Street, on the East partly by the premises No. 1B, Dwarik Ganguli Street and partly by the premises No. 17D, Russa Road, on the South by another portion of the said premises No. 5, Dwarik Ganguli Street described in Part-III of this Schedule and marked Lot "B" in the said Plan hereto annexed and on the West by the said 5' ft. wide common passage and beyond that partly by another portion of the said premises No. 3, Dwarik Ganguli Street, belonging to Santosh Kumar Sett and partly by another portion of the said premises No. 3, Dwarik Ganguli Street belonging to Indra Narayan Sett.

Part - III.

All That one storied brick-built messuage tenement and hereditament together with the piece or parcel of revenue-freeland thereunto belonging whereon or on part whereof the same is erected and built containing by estimation an area of 1 Kottah 6 Chittecks 15 Sq.ft. and 35 Sq.inches be the same a little more or less situate lying at and being the divided South-Eastern portion of the said premises No. 3, Dwarik Ganguli Street, the said portion being shown and delineated in the said Plan hereto annexed and therein enclosed within yellow borders end marked Plot "B" and butted and bounded on the North by the said Plot "A" of the plan hereto annexed, on the East partly by the said premises No. 17D, Russ Roed and partly by the premises No. 17C, Russa Road, on the South by another portion of the said premises No. 3, Dwarik Ganguli Street described in Part IV of this -Schedule and marked Plot "C" in the said Plan hereto annexed and on the West by the said 5' ft. wide common passage and beyond that partly by another portion of the said premises No. 3, Dwarik ...



Dwarik Ganguli Street belonging to Indra Narayan Sett and partly by another portion of the said pramises No. 3, Dwarik Ganguli Street belonging to Sushil Chand Sett.

Part-IV.

All That one storied brick-built messuage tenement and hereditament together with the piece or parcel of revenue-free land thereunto belonging whereon or on part whereof the same is erected and built containing by estimation an area of 1 Cottah 10 Chittacks 22 Sq.ft. and 30 Sq.inches be the same a little more or less situate lying at end being the divided Southern portion of the seid premises No. 5, Dwarik Genguli Street, the said portion being shown and delineated in the said Plan hereto annexed and therein enclosed within Blue borders and marked Plot "C" and butted and bounded on the North by the said Plot "B" of the plan hereto annexed, on the East partly by the said premises No. 17C. Russe Road and partly by the premises No. 19B, Russe Roed, on the South by the premises No. 152B. Shyama Prosed Mookherjee Road and on the West by the said 5' ft. wide common passage and beyond that by another -portion of the said premises No. 3, Dwarik Genguli Street belonging to Sushil Chand Sett.

The Second Schedule above referred to:

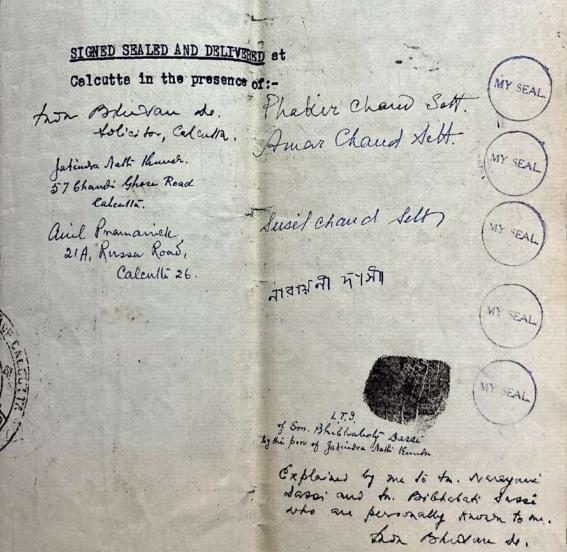
- 1. Original Conveyence dated the 16th May 1922 from the Trustees for the Improvement of Calcutta in favour of Manmotho Nath Sett & Ors.
- Original Bengeli Deed of Partition dated the 11th
 September 1922 and made between Manmotho Nath Seet

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of the 1st pert, Genesh Chandra Sett of the 2nd part and Kartick Chandra Sett of the 3rd part.

 Original Will of Manmotho Nath Sett dated the 17th October, 1937.

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



Presented for regison the 7/h day of August residen by Phofin chan Set Phakir Claim Sett. Que of the executors Begister of Asiaranos 7/8/58.
Calcuttes 346C Execution is too hube - Phakir Cham Sitt Phatric chand Sett, Amar Chard Sitt 347C. send Susil Chand Set all Sons of Late Mon works Noth Skitt I and by Huar Chaved Lett. Vanayani Sani Widow Visode Chaucha Tramaik dicessed and by Su Bibbabat. 348C Noth Kundul of No. 3 Swiel Chaud Sell Sharik Ganguli Strut Colone fly Cost Heide day propertien handlistelin 349c James & या आया या भागी Indu Oblinson de Solicifor Mo 1B, old Bost fin Struck Court 350c the Biblelot dossi by the pen of DorPsher aut. From Policyandi. Animolecuate Mice of Colonos 7/8,58

PARTITION PLAN OF PRE Nº 3 DWARIKGANGULY STREET (EASTERN PORTION) SCALE BFT : I INCH IK GANGULY STREET VERANDAH 18, DWARIK GANGULY STREET MIDE п n PLOT A" 0 3 PI PI , > An Blorande. K. CH. SFT S! 132 B, SHYAMA PROSAD MUKHER UEE ROAD.

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