

150 Rs.



admissible under Rule  
21, Duly stamped under  
the Indian Stamp Act  
1899. & also as Amended  
by W. Bengal Stamp  
Amendment Act, 1969  
Schedule IA No. 4



Registrar of Assurances  
Calcutta.

Fee paid as under

₹ 91.50  
₹ 35  
₹ 95

1126/07  
21-2-03

21-2-03

THIS INDENTURE made this sixth day  
of September One Thousand Nine Hundred and Sixty Seven  
BETWEEN RADHESHYAM SHAW, son of Moolchand Shaw deceased  
residing at No.32D, Gora Chand Bose Road in the town of  
Calcutta by caste Jaiswal, by occupation Businessman,  
hereinafter called the party hereto of the FIRST PART  
(which term or expression shall unless excluded by or  
repugnant to the subject, or context mean and include his  
heirs ....

7112 A. N. Kallejia  
6 Dec 1967  
7-9-67



Rs 100 -  
Rs 30 -  
Rs 2 -  
187

Presented for registration at...  
at the Calcutta Registration Office  
on the... day of...  
By...

12/11/67 Radheshyam Shau.



Radheshyam Shau  
16/9/67  
4421

Radheshyam Shau.

Registrar of Assurances  
Calcutta.

Radheshyam Shau  
and Radheshyam Shau  
16/9/67  
7/3/67  
Radheshyam Shau  
Calcutta



✓ जयदेव प्रसाद शर्मा

Handwritten signature

Narayan Chandra Datta  
Golaki Sural Chandra  
7/3/67

16/9/67  
Registrar of Assurances  
Calcutta.

Narayan Chandra Datta

30Rs.



-: 2 :-

heirs executors administrators representatives and assigns) of the ONE PART AND BADRI PRASAD SHAW, son of the said Moolchand Shaw deceased, residing at the said premises No.32D, Gora Chand Bose Road in the town of Calcutta by caste Jaiswal by occupation Businessman hereinafter called the party hereto of the SECOND PART (which term or expression shall unless excluded by or repugnant to the subject or context mean and include his heirs executors administrators representatives and assigns) of the OTHER PART :

WHEREAS the said Moolchand Shaw died intestate on the 10th day of February 1954 leaving him surviving Sm. Bhooban Debi his second wife and the parties hereto of the first and second parts being his sons by his pre-deceased first wife, as his only heirs and legal representatives;

AND ....



-: 3 :-

AND WHEREAS the said Moolchand Shaw was seized and possessed of inter alia certain moveable properties and certain partly two-storied and partly one-storied R.T.Shed and C.I.Shed structures on the tenanted land being a portion of premises No.32, Gora Chand Bose Road, subsequently known and numbered as premises No. 32D Gora Chand Bose Road in the town of Calcutta and the land and structures at No.196B, Cornwallis Street now known as 196B Bidhan Sarani in the town of Calcutta;

AND WHEREAS after the death of the said Moolchand Shaw the moveable properties belonging to the said Moolchand Shaw deceased were divided between the heirs and legal representatives as aforesaid;

AND WHEREAS it has been inter alia agreed by and between the parties hereto and the said Sm. Bhooban Debi

that ....

(57)

that the said premises No.196B Bidhan Sarani would for the present remain joint between them and the income therefrom would be collected and spent for the sole and exclusive use of the said Sm. Bhooban Debi during her life time and on her death the same would be divided between the parties hereto in equal shares or until the property was sold by all the heirs and legal representatives of the said Moolchand Shaw deceased and that in consideration thereof she would release and relinquish all her right title and interest in the structures standing on the said premises No.32D Gora Chand Bose Road in Calcutta and inherited by her as aforesaid;

AND WHEREAS by an Indenture of Conveyance bearing date the 20th day of August 1956 and registered in Book No. I Volume No.84 Pages 258 to 271 being No.3787 for the year 1956 in the office of the Registrar of Assurances, Calcutta between Durga Prasad Chamria & others therein mentioned as the vendors of the first part Benarashilal Chamria & others therein mentioned as the Receivers of the second part and the said Radheyshyam Shaw and Badri Prasad Shaw, being parties hereto of the first and second parts respectively, as the purchasers therein mentioned of the 3rd part the said parties hereto of the first and second parts as such purchasers as aforesaid purchased in equal shares for the consideration therein mentioned the said portion of premises No.32 Gora Chand Bose Road in the town of Calcutta containing by estimation an area of 5 Cottahs 1 Chittak and 42 Square feet be the same a little

more ...

more or less and marked as Lot B and Lot B-1 in the map or plan thereto annexed whereon the said structures belonging to the said Moolchand Shaw were standing and fully described in the first schedule hereunder written;

AND WHEREAS the said land hereditaments and premises being portion of premises No.32 Gora Chand Bose Road and marked as B and B-1 in the said Conveyance dated 20th August 1956 as aforesaid has subsequently been known and numbered as premises No.32D Gora Chand Bose Road in the town of Calcutta;

AND WHEREAS disputes and differences having arisen between the parties hereto of the first and second parts about the common use and enjoyment of the said structures and land appertaining to premises No.32D Gora Chand Bose Road in the town of Calcutta, the parties of the first and second parts are desirous of having an amicable partition by metes and bounds of the said premises No.32D, Gorachand Bose Road hereinafter for the sake of brevity referred to as the said property, and fully described in the first schedule hereunder written;

AND WHEREAS the said property intended to be hereby partitioned is of the aggregate value of Rs.30,000/- (Rs.5000/- for the said R.T. and C.I. structures and Rs.25,000/- for the said land whereon the said structures stand) and these presents have been stamped accordingly;

AND WHEREAS it has been agreed by and between the said parties that the said property shall be partitioned

by ...

(59)

-: 6 :-

by metes and bounds among the parties hereto in two equal half parts or shares of equal value as hereinafter mentioned;

AND WHEREAS it has been agreed that Radheshyam Shaw the party hereto of the first part shall take the land hereditaments and premises being the western portion of the said premises No.32D Gora Chand Bose Road and fully and particularly described in the second schedule hereunder written together with all buildings and structures standing thereon and marked as Lot A in the map or plan annexed hereto and therein enclosed by red borders and valued at Rs.15,000/- (Rupees Fifteen thousand) only in severalty absolutely in lieu of his half share in the said property particularly mentioned and described in the first schedule hereunder written;

AND THAT Badri Prasad Shaw party hereto of the second part shall take the eastern portion of the said hereditaments and premises No.32D Gora Chand Bose Road, Calcutta fully and particularly described in the third schedule hereunder written and delineated in the map or plan annexed hereto and therein marked as Lot 'B' and enclosed within yellow borders together with all structures standing thereon and valued at Rs.15,000/- ( Rupees Fifteen thousand) only in severalty absolutely in lieu of his half part or share of and in the said property particularly mentioned in the first schedule hereunder written;

AND WHEREAS no owelty money is payable to any of the parties hereto for the purpose of equalising the

partition ....

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partition as the property allotted hereby to each of them is of the same value;

NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the said agreement and in consideration of the conveyance hereinafter contained he the said Badri Prasad Shaw, the party hereto of the second part doth hereby grant convey transfer release assure and assign unto the said Radheshyam Shaw the party hereto of the first part his heirs executors administrators representatives and assigns;

ALL AND SINGULAR the land hereditaments and premises being the western portion of premises No.32D Gora Chand Bose Road, Calcutta and more fully and particularly described in the second schedule hereunder written and delineated in the map or plan annexed hereto and therein marked 'A' enclosed within and red borders together with all structures rights liberties easements privileges advantages appendages and appurtenances whatsoever;

AND ALL THE ESTATE right title interest inheritance reversion trust possession and properties both at law and in equity of the said Badri Prasad Shaw being the party hereto of the second part of in to and upon the said western portion of premises No.32D Gora Chand Bose Road in the town of Calcutta or any or every part thereof;

TO HAVE AND TO HOLD the same unto and to the use of the said Radheshyam Shaw the party hereto of the first

part . . . .

part his heirs executors administrators representatives and assigns absolutely and for ever;

AND THIS INDENTURE ALSO WITNESSETH that in the premises aforesaid and in pursuance of the said agreement and in consideration of the Conveyance hereinbefore mentioned the said Radheshyam Shaw being the party hereto of the first part doth hereby grant convey transfer release assure and assign unto the said Badri Prasad Shaw the party hereto of the second part his heirs executors administrators representatives and assigns;

ALL AND SINGULAR the land hereditaments and premises being the eastern portion of the said premises No.32D, Gora Chand Bose Road in the town of Calcutta more fully and particularly described in the third schedule hereunder written and delineated in the map or plan hereto annexed and therein enclosed within yellow borders and marked therein as Lot B together with all structures rights liberties easements privileges advantages and appendages and appurtenances whatsoever;

AND ALL THE ESTATE right title interest inheritance reversion trust possession and property both at law and in equity of the said Radheshyam Shaw being the party hereto of the first part in to and upon the said eastern portion of premises No.32D Gorachand Bose Road in the town of Calcutta or any or every part thereof;

TO HAVE AND TO HOLD the same unto and to the use of the said Badri Prasad Shaw, the party hereto of the

second part, his heirs executors administrators representatives and assigns absolutely and for ever

AND both the parties hereto do and each of them doth hereby mutually covenant with the other that notwithstanding any act deed matter or thing by him or them made done or executed or knowingly suffered to the contrary, each of them now hath good right full power and absolute authority to grant and convey the land hereditaments and premises respectively granted and conveyed by them or him or expressed so to be unto and to the use of the other of them AND that both parties shall at all times hereafter peaceably and quietly possess and enjoy the said land hereditaments and premises respectively granted and allotted to him respectively and particularly described in the second and third schedule hereunder written separated or intended so to be and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever by the other or by his heirs executors administrators representatives or any person or persons lawfully or equitably claiming any estate or interest from under or in trust for him or them AND that free from all encumbrances whatsoever made done occasioned or suffered by him or them jointly or severally AND further they the said Radheshyam Shaw and Badri Prasad Shaw and each of them respectively and all persons having lawfully or equitably claiming any estate or interest in the said land hereditaments tenements and premises shall and will from time to time and at all times hereafter at the request

and ....

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and costs of the person or persons so requiring do or execute or cause to be done or executed all such acts deeds and things whatsoever for further and more perfectly assuring the land hereditaments messuages and premises respectively granted or allotted to him or them and particularly described in the second and third schedules hereunder written and delineated in the map or plan hereto annexed and therein marked as Lot 'A' and 'B' respectively and every part thereof as shall or may be reasonably required AND it is hereby agreed by and between the parties hereto that each of the parties hereto shall within six months from the date of these presents remove to his separate allotment as aforesaid AND that until he removes to his said separate allotment he, his servants and agents and all members of his family will be allowed to use and benefit of the common staircase, filtered and unfiltered water taps privy, electric connections and all other common amenities as are being at present enjoyed by him or them respectively AND it is hereby expressly agreed by and between the parties hereto that they shall within six months from the date of execution of these presents make their respective allotments in the said premises No.32D Gora Chand Bose Road in the town of Calcutta granted allotted and conveyed to him as aforesaid, independent of the other portion by constructing a partition wall along side the line running north to south dividing the two allotments (which shall be a party-wall and will remain common between them and each of the parties hereto will remain liable to

keep....

keep his portion of the said wall in proper repairs and if any of the parties fail to keep the same in proper repairs, the other party will after giving notice, have the same repaired and realise half the costs of such repairs from the defaulting party) and by having separate staircase, filtered and unfiltered water and electric connections AND it is hereby further agreed by and between the parties to these presents that the party hereto of the first part shall after partition retain and keep with him all the documents and title deeds relating to the entire premises No.32 Gora Chand Bose Road in the town of Calcutta for which the parties hereto have jointly entered into separate covenants for production with the respective purchasers of portions of the said premises No.32 Gora Chand Bose Road and the party hereto of the second part is exonerated from all obligation and liability for production thereof AND that the party hereto of the first part hereto covenants with the party hereto of the second part that the party hereto of the first part shall and will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the costs of the party hereto of the second part produce or cause to be produced unto the party hereto of the second part or his attorney or agents or at any trial herein the commission examination otherwise as occasion shall require the said documents of title as also the said Conveyance dated 20th August 1956 ~~and also this Deed of Partition~~ and all other documents and title deeds in respect of the said premises for manifesting,

*A.S. Khan*  
*et al*

defending ...

defending and proving title of the party hereto of the second part of to and in the said messuages tenements lands hereditaments and premises hereby allotted granted or transferred to him or expressed or intended so to be or any part thereof and also at the like request and costs deliver or cause to be delivered to the said party hereto of the second part such attested or other copies or extracts of or extracts from the said deeds and writings or any of them as he may require and shall and will in the meantime unless prevented as aforesaid keep the said original Conveyance dated 26th August 1956, ~~this Deed of Partition~~ and all the said documents of title in respect of the entire premises No.32, Gora Chand Bose Road, Calcutta safe, unobliterated and uncancelled.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THOSE partly two storied and partly one-storied R. P. and C.I. Sheds and structures on all those pieces or parcels of revenue-free land or ground containing by measurement 5 (Five) Cottahs 3 (Three) Chittacks and 19 (Nineteen) Square feet be the same a little more or less situate lying at and being premises No.32D Gora Chand Bose Road in the North Division of the town of Calcutta and comprised in Holding No.187 of Block No.23 in the North Division of the town of Calcutta and butted and bounded on the NORTH by premises No.32M Gora Chand Bose Road on the EAST by premises No.32B Gora Chand Bose Road on the SOUTH by Gora Chand Bose Road and on the WEST by 32E Gora Chand Bose Road.

THE ...

THE SECOND SCHEDULE ABOVE REFERRED TO :

5) ALL THOSE partly two storied and partly one-storied R.T. and C.I. sheds and structures on ALL THAT piece or parcel of revenue free land or ground containing by measurement an area of 2 (Two) Cottahs 9 (Nine) Chittacks and 37 (Thirty seven) Square feet be the same a little more or less being the western portion of premises No.32D Gora Chand Bose Road in the North Division of the town of Calcutta and delineated in the map or plan annexed hereto and therein marked 'A' and enclosed by red borders and butted and bounded on the NORTH by premises No.32M Gora Chand Bose Road on the EAST by the Eastern portion of the said premises No.32D Gora Chand Bose Road hereby allotted to the party hereto of the second part. on the SOUTH by Gora Chand Bose Road and on the WEST by premises No.32E Gora Chand Bose Road.

THE THIRD SCHEDULE ABOVE REFERRED TO :

ALL THOSE partly two-storied and partly one piece or parcel of revenue-free land or ground containing by measurement an area of 2 (Two) Cottahs 9 (Nine) Chittacks and 27 (Twenty seven) square feet be the same a little more or less being the eastern portion of premises No.32D Gora Chand Bose Road in the North Division of the town of Calcutta and delineated in the map or plan annexed hereto and therein marked 'B' and enclosed by yellow borders and butted and bounded on the NORTH by premises No.32M Goza Chand Bose Road, on the EAST by premises No.32B Gora Chand Bose Road on the SOUTH by Gora Chand Bose Road and on the

WEST ...

67.

WEST by the Western portion of the said premises No.32D Gora Chand Bose Road and hereby allotted to the party hereto of the First Part.

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

SIGNED SEALED AND DELIVERED at Calcutta in the presence of :-

Amarendra Nath Chatterjee  
Solicitor, Calcutta

Rodke Shyam Shau  
Rodke Shyam Shau.



प्रसाद साहू (Prasad Sahu)  
निवासी, कलकत्ता

प्रसाद साहू



प्रसाद साहू  
निवासी, कलकत्ता  
नं. 28C  
कलकत्ता 6

Explained by me to both  
the executants

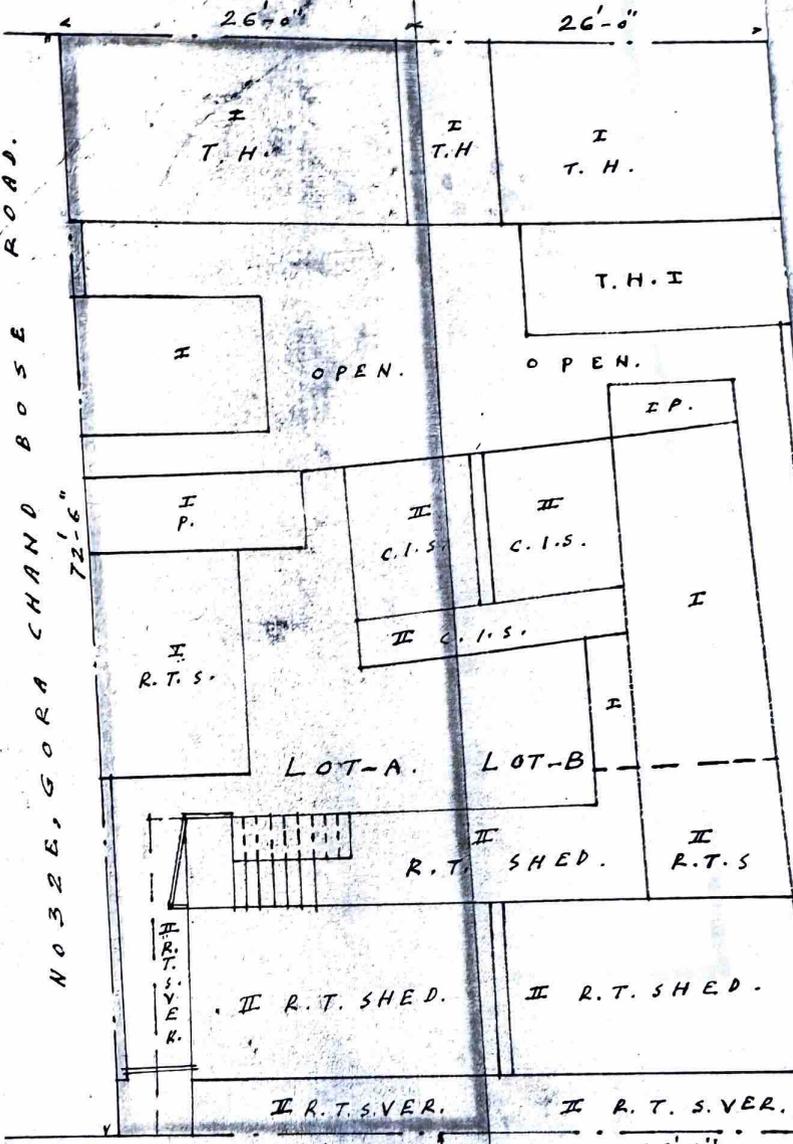
Amarendra Nath Chatterjee  
Solicitor, Calcutta  
16. 9. 67

PLAN OF  
PREM. NO 32 D, GORA CHAND BOSE  
SCALE 10 FT. = 1" INCH.

LOT - A. AREA :- 2 <sup>K.</sup>  
 LOT - B. AREA :- 2  
 TOTAL AREA :- 5



NO 32 M, GORA CHAND BOSE R



GORA CHAND BOSE R

*Rocky Jagannathan*

42272111

*Shri...*

42272111

Book No. 158  
Volume No. 158  
Pages 100 to 111  
Being No. 4927  
For the year 1967

of 11/42 (17-68)  
No. 32 B, Sprachand Ave Rd  
P 467

Book No. 158  
Volume No. 158  
Pages 100 to 111  
Being No. 4927  
For the year 1967

DATED THIS 16<sup>th</sup> DAY SEPTEMBER 1967.

BETWEEN :

RADHESHYAM SHAW  
AND  
BADRI PRASAD SHAW

DEED OF PARTITION

*S. S. Chatterjee*  
for Registrar of Assurances  
Calcutta.

19.9.67

Deed Extract

*In witness whereof*  
I, *S. S. Chatterjee*  
Registrar of Assurances  
Calcutta



*W.S. 16*  
Registrar of Assurances  
Calcutta

A. N. CHATTERJEE,  
SOLICITOR  
6, Old Post Office Street  
Calcutta