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thereto to the messuage hereditaments and premises No. 24, Shyam Pukur Street, Calcutta particularly mentioned and described in the First Schedule hereunder written.

AND WHEREAS the said Srimati Shyama Sundari
Dassee died intestate on or about the Fifth day of December one thousand nine hundred and fourteen leaving her surviving the said Dayal Chand Bhur her only son,
and heir and being absolutely seised and possessed of
the said messuage hereditaments and premises No. 24,
Shyam Pukur Street, Calcutta.

and whereas on or about the First day of March one thousand nine hundred and nineteen the said Dayal Chand Bhur died intestate leaving him surviving Satish Chandra Bhur, Jatimira Nath Bhur, Manindra Nath Bhur and Phanimira Nath Bhur his four sons and heirs and being absolutely seised and possessed of the said -- messuage hereditaments and premises No. 24, Shyam Pukur Street, Calcutta.

AND WHEREAS on or about the Twenty-First day of October one thousand nine hundred and twenty-seven the said Manindra Nath Bhur died intestate leaving him surviving Srimati Rashmani Dassee his sole widow and heiress and two daughters, namely, Srimati Kamalabala Dassee and another minor daughter aged about two months and being seised and possessed of an undivided one-fourth part or share of and in the said messuage hereditaments and premises No. 24, Shyam Pukur Street, Calcutta.

AND WHEREAS on or about the Twentieth day of February-





February one thousand nine hundred and twenty-eight the said --Srimati Rashmani Dassee died leaving her surviving the said --Srimati Kamalabala Dassee and the said minor daughter.

AND WHEREAS on or about the Twenty-Fifth day of August one thousand nine hundred and twenty-eight the said minor daughter of Srimati Rashmani Dassee died.

AND WHEREAS in the circumstances hereinbefore mentioned the said undivided one-fourth share of the said Manindra Nath Bhur in the said messuage hereditaments and premises No. 24, Shyam Pukur Street, Calcutta devolved on the said Srimati Kamalabala Dassee, (since married with one Pannalal Dey).

AND WHEREAS by virtue of and under the provisions contained in the Hindu Succession Act 1956 the said Srimati Kamalabala

Dev became the full owner of the said undivided one-fourth part or share of and in the said messuage hereditaments and premises No.

24, Shyam Pukur Street, Calcutta.

AND WHEREAS by an Indenture of Conveyance bearing date the Fourteenth day of August one thousand nine hundred and twenty-nine and registered at the Calcutta Registration Office in Book No. I Volume No. 96 Pages 86 to 92 and being No. 3051 for the year 1929 the said Jatindra Nath Bhur sold his undivided one-fourth share in the said messuage hereditaments and premises No. 24, Shyam Pukur Street, Calcutta to the said Satish Chandra Bhur and Phanindra Nath Bhur.

AND WHEREAS on the Twenty-Fourth day of December one thousand nine hundred and fifty-six the said Satish Chandra Bhur died intestate leaving him surviving Srimati Ushangini Dassee his

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Bhur his two sons, Srimati Subarnabala Paul and Srimati Abharani Dassee his two daughters as his heirs under the Hindu Succession Act, 1956 and being seised and possessed of an undivided three-eighth part or share of and in the said messuage hereditaments and premises No. 24, Shyam Pukur Street, Calcutta.

AND WHEREAS on the Fourth day of June one thousand nine hundred and fifty-seven the said Srimati Abharani Dassee died intestate leaving her surviving Kumari Rina Bhur her only daughter and Kumaresh Chandra Bhur her husband as her heirs under the Hindu Succession Act, 1956 and being seised and possessed of an undivided three-fortieth part or share of and in the said messuage hereditaments and premises No. 24, Shyam Pukur Street, Calcutta.

AND WHEREAS on the Thirteenth day of May one thousand nine hundred and sixty the said Srimati Ushangini Dassee died intestate leaving her surviving the said Bibhuti Bhusan Bhur and Krishna Kishore Bhur her two sons and the said Srimati Subarnabala Paul her daughter and Kumari Rina her grand-daughter as her heirs under the Hindu Succession Act 1956 and being seised and possessed of an undivided three-fortieth part or share of and in the said premises No. 24, Shyam Pukur Street, Calcutta.

AND WHEREAS on the Fourteenth day of August one thousand nine hundred and sixty-one by an Indenture



of Conveyance bearing date the Fourteenth day of August one -thousand nine hundred and sixty-one and registered at the Calcutta
Registration Office in Book No. I Volume No. 87 Pages 211 to 218
and being No. 4015 for the year 1961 the said Srimati Kamalabala
Dey sold one half share out of her undivided one-fourth share in
the said premises to the said Phanindra Nath Bhur and the remaining one half share out of her said share in the said premises to
the said Bibhuti Bhusan Bhur and Krishna Kishore Bhur jointly.

AND WHEREAS by a Deed of Gift bearing date the Twelfth day of August one thousand nine hundred and sixty-two and registered at the Calcutta Registration Office in Book No. I Volume No. 120 Pages 106 to 111 and being No. 4315 for the year 1962 the said Srimati Subarnabala Paul granted by way of gift unto the said Bibhuti Bhusan Bhur and Krishna Kishore Bhur her undivided three-thirty-twoeth (3) part or share of and in the said messuage here-ditaments and premises No. 24, Shyam Pukur Street, Calcutta.

AND WHEREAS by a Deed of Gift bearing date the Fourteenth day of February one thousand nine hundred and sixty-four and -- registered at the Calcutta Registration Office in Book No. I -- Volume No. 43 Pages 199 to 206 and being Deed No. 865 for the -- year 1964 the said Kumaresh Chandra Bhur granted by way of Gift unto the said Bibhuti Bhusan Bhur and Krishna Kishore Bhur his three-eightieth (3) part or share of and in the said messuage three-eightieth said premises No. 24, Shyam Pukur Street, Calcutta.

AND WHEREAS by an Indenture of Conveyance bearing date the Fourteenth day of February one thousand nine hundred and sixty-the Fourteenth day of February one thousand nine hundred and sixty-the four and registered at the Calcutta Registration Office in Book four and registered at the Calcutta Registration Office in Book four and registered at the Calcutta Registration Office in Book four and registered at the Calcutta Registration Office in Book four and registered at the Calcutta Registration Office in Book four and registered at the Calcutta Registration Office in Book four and registered at the Calcutta Registration Office in Book four and registered at the Calcutta Registration Office in Book four and registered at the Calcutta Registration Office in Book four and registered at the Calcutta Registration Office in Book four and registered at the Calcutta Registration Office in Book four and registered at the Calcutta Registration Office in Book four and registered at the Calcutta Registration Office in Book four and registered at the Calcutta Registration Office in Book four and registered at the Calcutta Registration Office in Book four and registered at the Calcutta Registration Office in Book four and registered at the Calcutta Registration Office in Book four and registered at the Calcutta Registration Office in Book four and registered at the Calcutta Registration Office in Book four Action (1998) and 1998 four Action (1998) an

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the year 1964 the said Kumari Rina Bhur, a minor -represented by her father and natural guardian the represented by her father and natural guardian the said Kumaresh Chandra Bhur after obtaining an order
said Kumaresh Chandra Bhur after obtaining an order
from the City Civil Court at Calcutta granted sold
from the City Civil Court at Calcutta Bhusan Bhur and Krishna
and conveyed unto the said Bibhuti Bhusan Bhur and Krishna
and conveyed unto the said Bibhuti Bhusan Bhur and Krishna
the said messuage hereditaments and premises No. 24,
Shyam Pukur Street, Calcutta.

AND WHEREAS in the circumstances hereinbefore mentioned the said Phanimira Nath Bhur (First Party) is absolutely entitled to an undivided one equal half part or share of and in the said messuage hereditaments and premises No. 24, Shyam Pukur Street, Calcutta and the said Bibhuti Bhusan Bhur and Krishna Kishore Bhur -- (Second Parties) are jointly absolutely entitled to the remaining undivided one equal half part or share of and in the said messuage hereditaments and premises No. 24, Shyam Pukur Street, Calcutta.

AND WHEREAS the parties hereto have mutually agreed to come to an amicable partition of the said messuage hereditaments and premises No. 24, Shyam Pukur Street, Calcutta according to their said shares and on the terms and in the manner hereinafter mentioned.

AND WHEREAS the said messuage hereditaments and premises No. 24, Shyam Pukur Street, Calcutta - has been by mutual consent of the parties hereto -- surveyed and valued by Sri D. C. Banerjee, B.E., M.I.E., Chartered Engineer at Rs. 30,844/- (Rupees Thirty -- thousand Eight hundred and Forty-Four).

AND WHEREAS the said Mr. D. C. Banerjee has divided.





divided the said messuage hereditaments and premises No. 24, -- Shyam Pukur Street, Calcutta into two portions, namely, Northern portion and Southern portion with a common passage on the Eastern side of the said Northern portion.

AND WHEREAS the Northern portion of the said premises has been valued by the said Engineer at Rs. 12,912/- (Rupees Twelve thousand Nine hundred and Twelve) and marked as Lot I and the Southern portion thereof has been valued by the said -- Engineer at Rs. 16,259/- (Rupees Sixteen thousand Two hundred and Fifty-Nine) and marked as Lot II and the common passage has been valued at Rs. 1,673/- (Rupees One thousand Six hundred and Seventy-Three).

AND WHEREAS the said valuations have been accepted by the parties hereto.

AND WHEREAS it has been mutually agreed by and between the parties hereto that the said First Party in lieu of his -- undivided one equal half part or share of and in the said -- messuage hereditaments and premises No. 24, Shyam Pukur Street, Calcutta will take the Morthern portion thereof being lot I and delineated with yellow border in the map or plan hereto annexed and particularly mentioned and described in Part I of the Second Schedule hereunder written and valued by mutual consent of the parties hereto at Rs. 12,912/- (Rupees Twelve thousand Nine -- hundred and Twelve) and will receive from the said Second Parties a sum of Rs. 1,673.50 P. (Rupees One thousand Six hundred Seventy-Three and Paise Fifty) to equalise the partition according to the shares of the parties hereto as aforesaid in the said messuage hereditaments and premises No. 24, Shyam Pukur Street, Calcutta.

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agreed by and between the parties hereto that the said agreed by and between the parties hereto that the said second Parties in lieu of their joint undivided one equal half part or share of and in the said messuage equal half part or share of and in the said messuage hereditaments and premises No. 24, Shyam Pukur Street, Calcutta, will take in severalty the Southern portion thereof being Lot II and delineated with red border in the said map or plan hereto annexed and particularly mentioned and described in Part II of the Second Schedule hereunder written and valued by mutual consent of the parties hereto at Rs. 16,259/- (Rupees Sixteen thousand Two hundred and Fifty-Nihe) and will pay to the said First Party a sum of Rs. 1,673.50 P. (Rupees One -- thousand Six hundred Seventy-Three and Paise Fifty) being the owelty money as aforesaid.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreements and for the purpose of carrying out the partition as aforesaid and in consideration of the allotment and assurance hereinafter contained and made to and in favour of the said — Second Parties and in further consideration of all and singular other the premises they the said Second parties as to their joint undivided one equal half—part or share and as beneficial owners do and each of them doth hereby grant convey and transfer by way of partition unto the said First Party all that two storied brick built messuage hereditaments and premises being the Northern portion and marked as Lot I of the said messuage hereditaments and premises No. 24, Shyam Pukur Street, Calcutta particu-

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Schedule hereunder written and delineated with yellow border in the map or plan hereto annexed <u>OR HOWBOEVER OTHERWISE</u> the said Northern portion being Lot I is situate butted bounded called known mentioned described or distinguished <u>TOGETHER</u> with all and all manner of former and other rights liberties easements—appendages and appurtenances whatsoever belonging to the said Lot I <u>AND</u> all the estate right title interest claim and demand whatsoever both at law and equity of the said Second Parties into and upon the said premises being Lot I or any or every part—thereof <u>TO HAVE AND TO HOLD</u> the same and all and singular other the premises hereby granted transferred conveyed and assured or expressed so to be unto and to the use of the said First Party absolutely forever and in severalty as against the said Second Parties.

pursuance of the said agreement and for the purpose of carrying out the partition as aforesaid and in consideration of the allotment and assurance hereinbefore contained and made to and in -favour of the said First Party and in consideration of the sum of
Rs. 1,673.50 P. (Rupees One thousand Six hundred Seventy-Three
and Paise Fifty) to the said First Party well and truly paid by
the said Second Parties on or before the execution of these -presents (the receipt whereof the said First Party doth hereby
as well as by the Receipt for the same hereunder written admit and
acknowledge) and in further consideration of all and singular -other the premises he the said First Party as to his unlivided one
equal half part or share and as beneficial owner doth hereby grant
convey and transfer by way of partition unto the said Second

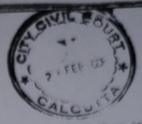


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parties ALL THAT partly one and partly two storied brick built messuage hereditaments and premises being the Southern portion and marked as Lot II of the said messuage hereditaments and premises No. 24, Shyam Pukur Street, Calcutta particularly mentioned and described in Part II of the Second Schedule hereunder written and delineated with red border in the said map or plan hereto annexed OR HOWSOEVER OTHERWISE the said Southern portion being Lot II is situated butted bounded called known mentioned described or distinguished TOGETHER with all and all manner of former and other rights liberties easements appendages and appurtenances whatsoever belonging to the said Lot II AND all the estate right title interest claim and demand whatsoever both at law and equity of the said First Party into and upon the said premises being Lot II or any or every part thereof AND all deeds pottahs muniments writings and evidences of title which in anywise relate to the said premises TO HAVE AND TO HOLD the same and all and singular other the premises hereby granted transferred conveyed and assured or expressed so to be unto and to the use of the Second Parties absolutely forever and in severalty as against the said First

Parties as to his respective share or interest hereby expressed to be granted by him of and in the said herecribed in the First Schedule hereunder written and as regards his own acts and deeds but no further or

otherwise-



otherwise doth hereby covenant with every other of them the said First Party and Second Parties that notwithstanding any act or deed or thing by the said First Party ami/or Second Parties done executed or knowingly suffered to the contrary each of the said First Party and Second Parties now hath in himself good right -full power and absolute authority to grant the messuage hereditaments and premises hereby granted by him or expressed or intended so to be unto and to the use of the other or others of them the said First Party and Second Parties in the manner aforesaid AND that every one of them the said First Party and Second Parties shall and may at all times hereafter peaceably and quietly possess and enjoy the messuage hereditaments and premises hereby granted to him or them and receive the rents issues and profits thereof without any lawful/eviction interruption claim or demand whatsoever by every other of them the said First Party and Second --Parties or any person or persons lawfully or equitably claiming any estate right title or interest from under or in trust for them or any one of them AND that free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates and encumbrances/made done or created by the said First Party and/or Second Parties or any -person or persons lawfully or equitably claiming from under or in trust for them or any one of them AND further that each of them the said First Party and Second Parties and all person or persons whatsoever having or lawfully or equitably claiming any estate or interest in the said hereditaments and premises or any part thereof from under or in trust for any of them the said --First Party and Second Parties shall and will from time to time and at all times hereinafter at the request and cost of the person or persons so requiring do and execute or cause to be done and



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executed all such acts deeds and things whatsoever for further better and more perfectly assuring the messuage hereditabetter and premises and every part thereof hereby granted ments and premises and every part thereof hereby granted in the manner aforesaid as shall or may be reasonably - required.

AND the said Second Parties do and each of them doth hereby covenant with the said First Party that they the said Second Parties 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 said First Party produce or cause to be produced unto him or his Attorneys or agents or at any trial hearing commission examination or otherwise as occasion shall require all or -any of the deeds and writings comprised in the Third Schedule hereunder written for the purpose of showing his title to the hereditaments and premises so allotted to him the said First Party on partition or expressed so to be or any oart thereof AND also at the request and cost deliver or cause to be delivered unto the said First Party such attested or other copies or extracts of or from the said deeds or writings or any of them as the said First Party may require AND shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe, unobliterated and uncancelled.

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:-

(a) The passage 6 feet wide and delineated in the said-

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said map or plan hereto annexed and thereon coloured with burnt sienna on the Eastern side of the said lot I of the said premises shall remain common to the parties hereto and the same shall always remain open to the sky and the said passage is hereafter referred to as "the common passage".

- (b) The parties hereto and/or their respective tenants or -agents whomsoever shall have the right of way over the said -common passage and the parties hereto shall bear and pay according to their shares as aforesaid all costs of keeping the said
 common passage including the Eastern wall thereof in a fit and
 proper state of repair.
- (c) The Second Parties shall be at liberty to lay under the said common passage mentioned in Clause (a) hereof drain, filtered and unfiltered water pipes, electric cables, gas pipes etc. for the use of the said Lot II. Whenever the said common passage shall be opened out by the Second Parties for any of the purposes as aforesaid or otherwise the said Second Parties shall at their own cost as soon as possible put the said passage in a fit and proper state of repair.
- (d) The First Party shall not have any right to lay under the said common passage mentioned in Clause (a) hereof any drain, filtered and unfiltered water pipes, electric cables, gas pipes etc. for the use of the said lot I.
- (e) The First Perty shall be at liberty to open out a door of his said Lot Lon the said common passage.
- (f) The leaves of the doors and windows on the ground floors, abutting on and facing the said common passage, of the said two lots should open inside the respective portions of the said -

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two lots.

- The parties hereto shall not fix any rain-water pipe or any other pipes on the walls of their respective lots abutting the said common passage.
- (h) The parties hereto shall at their own costs make separate and independent their respective lots as -soon as possible.
- (1) The parties hereto shall be at liberty to make additions to and/or alterations of the buildings on his or their respective lots and/or to erect new -buildings on the said lots according to the plan sanctioned by the Corporation of Calcutta and none of parties hereto shall be at liberty to make any objection thereto.
- The parties hereto shall continue to make pay-(1) ment in half share of the rates and taxes of the said premises till the two lots are separately assessed and numbered by the Corporation of Calcutta.

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

SIGNED SEALED AND DELIVERED

Ji Leidra Mohan Rawais.

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RECEIVED from the within named Second Parties the sum of Rupees One thousand Six -hundred Seventy-Three and Paise Fifty being - 9 Rs. 1,673.50 P. the owelty money as within mentioned.

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THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT partly one and partly two storied brick built messuage tenement or dwelling house together with the piece or parcel of rent free land thereunto belonging whereon or on part whereof the same is erected and built containing by measurement an area of 3 Cottahs 0 Chhitack and 13 Square Feet be the same a little more or less situate lying at and being the premises No. 24, Shyam Pukur Street in Socianutty in the North Division of the town of Calcutta and butted and bounded on the North by a common passage, on the South by the premises No. 1, Nabo Kumar Raha Lane, on the East by the premises Nos. 24/1A, 24/1B and 24/1C, Shyam Pukur Street and on the West by the premises No. 23, Shyam Pukur Street OR HOWSOEVER OTHERWISE the said measuage hereditaments and premises now are or is or heretofore were or was situate butted bounded called known numbered described and distinguished.

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THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT two storied brick built messuage tenement or dwelling house together with the piece or parcel of rent free wind thereunto belonging the reon or on rt whereof the same is erected and built containing by Chhitacks and 18 Square Feet the same a little more or less situate lying at and being the divided Northern portion and marked as Lot I of the premises No. 24, Shyam Pukur Street in Socianutty in the North Division of the town of Calcutta and butted and bounded on the North by a common passage -leading from Shyam Pukur Street, on the South by the divided Southern portion and marked as Lot II of the -said premises No. 24, Shyam Pukur Street on the East by the passage common to the parties he reto and on the --West by the premises No. 23, Shyam Pukur Street and -the said premises hereby allotted to the First Party is delineated in the map or plan hereto annexed and thereon marked with yellow border.

PART II.

ALL THAT partly one and partly two storied brick built messuage tenement or dwelling house together with the piece or parcel of rent free land thereunto belonging whereon or on part whereof the same is erected and built containing by measurement an area of 1 Cottah 13 Chhitacks and 4 Square Feet be the same a little more or less situate lying at and being the divided Southern portion and marked as Lot II of the premises No. 24,

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Shyam Pukur Street in Socianutty in the North Division of the town of Calcutta and butted and bounded on the North partly by the said divided Northern portion of the premises No. 24, Shyam Pukur Street, and partly by the said common passage, on the South by the premises No. 1, Nabo Kumar Raha Lane, on the East by the premises Nos. 24/1B, and 24/1C, Shyam Pukur Street and on the West by the premises No.23, Shyam Pukur Street and the said premises he reby allotted to the -Second Parties is delineated in the map or plan hereto annexed and thereon marked with red border.

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Mitman Pyanindra nath Mur.
Poibhuti Bhusau Bhur.
Krishna Kishere Pohm.

Rabindon nath Basala clera to ms. J. m. Ratishik Solicitor

THE THIRD SCHEDULE ABOVE REFERRED TO:

- Original Agreement for sale dated 29th Chaitra 1288 B. S. executed by Harish Chandra Ghosh in favour of Shyama Sundari Dassee.
- Original Bengali Bill of Sale dated 10th May 1882 executed by (2) Harish Chandra Ghosh in favour of Shyama Sundari Dassee and registered at the Calcutta Registration Office in Book No. I, Volume -No. 37 Pages 104 to 106 and being No. 1426 for the year 1882.
 - (3) original Mortgage dated 17th February 1926 and made between Jatindra Nath Bhur of the one part and Satish Chandra Bhur,

THUE COPY ATTES MANIMITA-PADMA DAS Regn. NO. Retn. No. 13771/18 0 1 APP 2022 Manindra Nath Bhur and Phanindra Nath Bhur of the other part and registered at the Calcutta Registration Office in Book No. I, Volume No. 3 Pages 271 to 279 and being No. 562 -for the year 1926.

- Original Reconveyance dated 12th July 1927 and made between Satish Chandra Bhur, Manindra Nath Bhur and --Phanimira Nath Bhur of the one part and Jatimira Nath --Bhur of the other part and registered at the Calcutta --Registration Office in Book No. I Volume No. 105 Pages 35 to 39 and being No. 2819 for the year 1927.
 - Original Conveyance dated 14th August 1929 and made between Jatindra Nath Bhur of the one part and Satish -Chandra Bhur and Phanindra Nath Bhur of the other part and registered at the Calcutta Registration Office in Book No. I, Volume No. 96 Pages 86 to 92 and being No. 3051 for the year 1929.
 - (6) Original Conveyance dated 14th August 1961 executed by Sm. Kamalabala Dey in favour of Phanindra Nath Bhur & Ors. and registered at the Calcutta Registration --Office in Book No. I Volume No. 87 Pages 211 to 218 and being No. 4015 for the year 1961. Robert Bhusan Shin

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