



STAMP AFFIXED BY.

STAMP SUPERINTENDENT,
CALCUTTA COLLECTORATE.

Sankar Ghose
29.7.58

Admissible under Rule
21, duly stamped under
the Indian Stamp Act
1889, Schedule IA No. 45, 4, 40 (4).

Fee paid as under,
 A 302.00
 A 26.00
 E 2.00
 E 2.00
 E 2.00
 N 4.00
 Rs. 338.00

Sankar Ghose
 Registrar of Calcutta
 31/7/58



THIS INDENTURE made this Twentyfirst day of July One thousand nine hundred and
 fifty-nine BETWEEN TAPENDRA NATH MITRA son of Girindra Nath Mitra deceased of No.5 Sankar Ghosh
 Lane in the town of Calcutta Hindu Landholder hereinafter called the party hereto of the First
 Part (which expression shall unless excluded by or repugnant to the context be deemed to include
 his heirs executors administrators representatives and assigns) of the First Part GUNENDRA NATH
MITRA SAIENDRA NATH MITRA and SAURENDRA NATH MITRA all sons of Birendra Nath Mitra deceased all
 of No.5 Sankar Ghosh Lane in the town of Calcutta Hindu Landholders as the Surviving Trustees
 under a Deed of Settlement dated the Eleventh day of August one thousand nine hundred and
 fortyfour executed by the said Birendra Nath Mitra as Settlor hereinafter called the parties
 hereto of the Second Part (which expression shall unless excluded by or repugnant to the context
 be deemed to include their successors in office and representatives) of the Second Part AND
 the said GUNENDRA NATH MITRA SAIENDRA NATH MITRA and SAURENDRA NATH MITRA as beneficiaries
 under the said Deed of Settlement hereinafter called the parties hereto of the Third Part
 (which expression shall unless excluded by or repugnant to the context be deemed to include
 their respective heirs executors administrators representatives and assigns) of the Third
 Part WHEREAS the said Girindra Nath Mitra was during his life time entitled to an undivided
 half share in the several messuages tenements lands hereditaments and premises set out in the
 Schedule "A" hereunder AND WHEREAS the said Girindra Nath Mitra died intestate on or about
 the Twentyfifth day of August one thousand nine hundred and fiftythree leaving him surviving
 the party hereto of the First Part as his only son heir and legal representative AND WHEREAS
 the said Birendra Nath Mitra by a Deed of Settlement dated the Eleventh day of August one
 thousand nine hundred and fortyfour and registered in the office of the Registrar of Calcutta
 in Book I Volume No. 61 Pages 176 to 187 Being No. 2581 for the year 1944 transferred unto him-
 self and the parties hereto of the Second Part as Trustees inter alia his undivided half share
 in the said messuages tenements lands hereditaments and premises set out in the Schedule "A" to
 which he was entitled TO HAVE AND TO HOLD the same unto them as Trustees upon trust and purpos-
 es therein declared AND WHEREAS the said Birendra Nath Mitra died on or about the Eighth day of
 February one thousand nine hundred and fiftyeight AND WHEREAS the party hereto of the First
 Part is entitled to an undivided half share in the said properties set out in the Schedule "A"
 hereunder free from encumbrances AND WHEREAS the parties hereto of the Second Part are joint-
 ly entitled as the Surviving Trustees under the said Deed of Settlement dated the Eleventh day
 of August one thousand nine hundred and fortyfour to the remaining undivided half share in the

said

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said properties set out in the Schedule "A" hereunder free from encumbrances AND WHEREAS
by the said Deed of Settlement dated the Eleventh day of August one thousand nine hundred
and fortyfour it has been provided that the Trustees shall be competent to come to an
amicable partition of such of the Trust properties in which the Settlor has a half share
or to have the same partitioned by metes and bounds or otherwise if the Trustees deem
such partition necessary AND WHEREAS the party hereto of the First Part called upon the
parties hereto of the Second Part to come to an amicable partition of the said joint
properties set out in the Schedule "A" hereunder and such partition is deemed necessary
AND WHEREAS the party hereto of the First Part and the parties hereto of the Second Part
being desirous of having an amicable partition amongst themselves of the said joint pro-
perties set out in the Schedule "A" hereunder have through mediation of some common friend
and relation got the said joint properties valued and division thereof decided upon and on
such valuation the aggregate value thereof has been found to be Rs.1,40,995/- (Rupees One
lakh Fortynine thousand Nine hundred and Ninetythree only) AND WHEREAS the parties hereto
of the First Part and the parties hereto of the Second Part have accepted such valuation and
division of the said joint properties set out in the Schedule "A" hereunder and on the basis
of such valuation the party hereto of the First Part is entitled to be allotted properties
of the aggregate value of Rs.74,996/50 nP. (Rupees Seventyfour thousand nine hundred and
ninetysix and Naye Paise fifty only) for his undivided half share therein and the parties
hereto of the Second Part are jointly entitled to be allotted properties of the aggregate
value of Rs.74,996/50 nP. (Rupees Seventyfour thousand nine hundred and ninctysix and Naye
Paise fifty only) for their remaining undivided half share therein AND WHEREAS the party
hereto of the First Part has agreed to accept the properties described in the Schedule "B"
hereunder in lieu of his undivided half share in the properties described in the Schedule
"A" hereunder AND WHEREAS the properties described in the Schedule "B" hereunder have been
valued at Rs.80,195/- (Rupees Eighty thousand one hundred and ninetyfive only) AND WHEREAS
the parties hereto of the Second Part have agreed to accept the properties described in the
Schedule "C" hereunder in lieu of their undivided half share in the properties described in
the Schedule "A" hereunder AND WHEREAS the properties described in the Schedule "C" here-
under have been valued at Rs.69,798/- (Rupees Sixtynine thousand seven hundred and ninety
eight only) AND WHEREAS it has been agreed by and between the parties hereto of the First
Part and Second Part that a sum of Rs.5,198/50 nP. (Rupees Five thousand one hundred and
ninetyeight and Naye Paise fifty only) would be paid by the party hereto of the First Part
to the parties hereto of the Second Part as owelty money for equalising the partition in
the manner hereinafter appearing AND WHEREAS it has been agreed that the parties hereto
of the Third Part should confirm the transfer of the properties described in Schedule "B"
hereunder in favour of the party hereto of the First Part as is testified by their joining
in and executing these presents NOW THIS INDENTURE WITNESSETH that in consideration of
the premises the parties hereto of the Second Part do hereby grant transfer and convey and
the parties hereto of the Third Part do and each of them doth hereby confirm unto the party
hereto of the First Part ALL THAT the right title share and interest of the parties hereto
of the Second Part of to and in all those properties set out in the Schedule "B" hereunder
Together with all lands buildings erections structures water water courses drains ways
liberties easements and appurtenances thereto belonging or appertaining thereto TO HAVE AND

TO



TO HOLD the said properties set out in the Schedule "B" hereunder together with all appendages and appurtenances as aforesaid unto the party hereto of the First Part for ever in severalty and absolutely subject to the payment of owelty money amounting to Rs.5,198/50 nP. (Rupees Five thousand one hundred and ninetyeight and Naye Paise fifty only) for equalising the partition as mentioned in Clause 7 hereinafter appearing AND THIS INDENTURE FURTHER WITNESSETH that in further consideration of the premises the party hereto of the First Part doth hereby grant transfer and convey unto the parties hereto of the Second Part ALL THAT right title share and interest of the party hereto of the First Part to and in all those properties set out in the Schedule "C" hereunder Together with all lands buildings erections structures water water courses drains ways liberties easements and appurtenances thereto belonging or appertaining thereto TO HAVE AND TO HOLD the said properties set out in the Schedule "C" hereunder Together with all appendages and appurtenances as aforesaid unto the parties hereto of the Second Part as joint tenants upon trust to and for the ends intents and purposes declared in the said Deed of Settlement dated the Eleventh day of August one thousand nine hundred and fortyfour but in severalty as against the party hereto of the First Part

AND IT IS HEREBY MUTUALLY agreed by and between the party hereto of the First Part and the parties hereto of the Second Part as follows :-

1. The premises No.5 Sankar Ghosh Lane is divided into two portions. Eastern portion marked as Lot "A" and bordered Blue in the annexed plan is allotted to the party hereto of the First Part and the Western portion marked as Lot "B" and bordered Green in the annexed plan is allotted to the parties hereto of the Second Part.

2. In respect of the said Eastern portion and Western portion of 5 Sankar Ghosh Lane the following should be carried out by the respective allottees as mentioned below :-

- (a). The party hereto of the First Part shall erect at his own cost a five inch thick partition wall in the first floor room of the southern block on his own side along the partition line shown in the annexed plan from floor to ceiling.
- (b). The existing five inch thick wall between the existing middle room and the western room on the ground floor of the southern block may be shifted by the party hereto of the First Part at his own cost and at his option so that the partition wall to be erected by him on the floor above as hereinafter mentioned may rest thereon otherwise he will erect a beam or other suitable support for the said partition wall of the floor above.
- (c). The party hereto of the First Part will at his own cost cause the portion of the front verandahs in western block included in Lot "A" to be supported independently and open out and leave nine inch wide open space along the northern wall and north eastern corner of the building in Lot "B" abutting and contiguous to the said verandahs.
- (d). The party hereto of the First Part will construct boundary walls not exceeding ten feet in height on his land along the boundary line marked with the letters " a b c d e f" and also "g h i j" on the annexed plan. Costs of constructing the said boundary walls will be borne by the party hereto of the First Part and the parties hereto of the Second Part in equal shares.
- (e). The eastern portion of the ceilings of the rooms and verandahs on the ground floor first floor and second floor of the southern block in Lot "B" will remain attached to the existing partition walls along the partition line and any future partition wall that may be erected by the party hereto of the First Part. The parties hereto of the Second Part will at the same time arrange for suitable support of the said eastern portions of the said ceiling on their sides of the boundary line by beams north to south.

(f).

(f). The western walls of the latrine and verandah in the second floor of the southern block in Lot "A" as long as they are maintained in the same form as now, shall have the right of support on the eastern wall of the western block in Lot "B". No extra load will be allowed.

(g). Portion of verandahs in ground floor, first floor and second floor of the southern block in Lot "A" as long as they are maintained in the same form as now shall have the right of support on the contiguous northern walls of the southern block in Lot "B". No extra load will be allowed.

(h). Neither Lot "A" nor Lot "B" will have any other right of easement against each other except as aforesaid.

3. The partition will be deemed to have been effective on and from the First day of July one thousand nine hundred and fifty-nine, the party hereto of the First Part being entitled to possession of No.6 Sankar Ghosh Lane and No.7 Sankar Ghosh Lane as and from First day of July one thousand nine hundred and fifty-nine and to receive rents issues and profits thereof and the parties hereto of the Second Part being entitled to possession of No.3 Sankar Ghosh Lane, No.4 Sankar Ghosh Lane, the passage land of No.3 and 4 Sankar Ghosh Lane as also the N.W.Block (Rented portion) of No.5 Sankar Ghosh Lane as and from the First day of July one thousand nine hundred and fifty-nine and to receive rents issues and profits thereof. For three months from the First day of July one thousand nine hundred and fifty-nine the parties hereto of the Second Part will permit the party hereto of the First Part to have the use of the two rooms on the ground floor of N.W.Block of No.5 Sankar Ghosh Lane now in possession of the party hereto of the First Part.

4. The party hereto of the Second Part will pay a sum of Rs.44/- (Rupees Fortyfour only) per month from the First day of July one thousand nine hundred and fifty-nine to the party hereto of the First Part till the parties hereto of the Second Part vacate the rooms in the southern block of No.5 Sankar Ghosh Lane included in Lot "A" of the annexed plan now in their occupation or till the expiry of one year from the First day of July one thousand nine hundred and fifty nine whichever is earlier.

5. The party hereto of the First Part and the parties hereto of the Second Part will be entitled to take possession of their respective allotments of No.5 Sankar Ghosh Lane on their carrying out of the directions given in paragraph 2 above.

6. The party hereto of the First Part and the parties hereto of the Second Part will be entitled to make any constructions on their respective allotments according to law even before the separation of numbers of their respective allotments in No.5 Sankar Ghosh Lane. In the event of the parties hereto of the Second Part making any constructions or renovations or alterations on their portion of No.5 Sankar Ghosh Lane for which they may require the two rooms on the ground floor at N.W.Block now in occupation of the party hereto of the First Part the same rooms will be vacated by the party hereto of the First Part on demand.

7. The party hereto of the First Part will pay to the parties hereto of the Second Part the sum of Rs.5,198/50 nP (Rupees Five thousand one hundred and ninetyeight and Naye Paise fifty only) as owelty money within one year from the First day of July one thousand nine hundred and fifty-nine. The said owelty money will be a charge on the properties allotted the party hereto of the First Part.

8. The party hereto of the First Part and the parties hereto of the Second Part will

make



31/7/59

make their respective allotments independent of each other and carry out the various directions regarding the premises No.5 Sankar Ghosh Lane as hereinbefore mentioned within one year from the First day of July one thousand nine hundred and fifty-nine.

9. The party hereto of the First Part shall have the custody of the previous title deeds which are common to the premises No.3, 4, 5, 6 and 7 Sankar Ghosh Lane and he will at the reasonable request and costs of the parties hereto of the Second Part or of either of them after termination of the Trust created under the said deed of Settlement dated the Eleventh day of August one thousand nine hundred and fortyfour produce or cause to be produced the same for their inspection or for the purpose of evidence.

THE SCHEDULE "A" ABOVE REFERRED TO

1. Partly two and partly one storied brick built dwelling house together with revenue free land containing an area of One Cottah Twelve Chittacks and Thirtysix square feet being premises No.3 Sankar Ghosh Lane in the town of Calcutta together with the common passage leading from Sankar Ghosh Lane, more fully described in the Schedule "C" hereunder.
2. Partly two and partly one storied brick built dwelling house together with revenue free land containing an area of One Cottah Ten Chittacks and Thirtysix square feet being premises No.4 Sankar Ghosh Lane in the town of Calcutta together with the common passage leading from Sankar Ghosh Lane more fully described in the Schedule "C" hereunder.
3. Partly three partly two and partly one storied brick built dwelling house with revenue free land containing an area of One Bigha Two Cottahs and Thirtyseven square feet being premises No.5 Sankar Ghosh Lane in the town of Calcutta more fully described in the Schedules "B" and "C" hereunder.
4. Partly two and partly one storied brick built dwelling house with revenue free land containing an area of Three Cottahs One Chittak and Seven square feet being premises No.6 Sankar Ghosh Lane in the town of Calcutta together with the passage leading from Sankar Ghosh Lane more fully described in the Schedule "B" hereunder.
5. Partly two and partly one storied brick built dwelling house with rent free land containing an area of Two Cottahs Two Chittacks and Nine square feet being premises No.7 Sankar Ghosh Lane in the town of Calcutta more fully described in the Schedule "B" hereunder.

THE SCHEDULE "B" ABOVE REFERRED TO

1. ALL THAT partly three partly two and partly one storied brick built message tenement or dwelling house together with the piece or parcel of revenue free land thereunto belonging containing by admeasurement Ten Cottahs Ten Chittacks and Fifteen square feet be the same a little more or less being a separated portion of No.5 Sankar Ghosh Lane comprised in Holding No.404 Block No.XIV of the North Division of the town of Calcutta and delineated in the plan annexed hereto and therein bordered Blue and marked as Lot "A" and butted and bounded on the North by Sankar Ghosh Lane on the East partly by a passage leading from Sankar Ghosh Lane to No.6 Sankar Ghosh Lane and partly by No.6 Sankar Ghosh Lane on the South partly by No.88B and partly by No.89 Bechu Chatterjee Street and on the West by the remaining separated portion of No.5 Sankar Ghosh Lane marked as Lot "B" and bordered Green in the plan annexed hereto together with the right in and over the said passage along with No.6 Sankar Ghosh Lane.

2. ALL THAT partly two and partly one storied brick built message tenement or dwelling house together with the piece or parcel of revenue free land containing by admeasurement Three Cottahs One Chittak and Seven square feet be the same a little more or less being premises No.6 Sankar

Ghosh

Ghosh Lane comprised in Holding No.404 Block No. XIV of the North Division of the town of Calcutta and butted and bounded on the North partly by a passage leading from Sankar Ghosh Lane to the said premises and partly No.7 Sankar Ghosh Lane on the East partly by No.8 Sankar Ghosh Lane and partly by No.83 Bechu Chatterjee Street on the South partly by No.86 and partly by No.87 Bechu Chatterjee Street and on the West by a separated portion of No.5 Sankar Ghosh Lane marked as Lot "A" and bordered Blue in the plan annexed hereto together with the right in and over the said passage along with the separated portion of No.5 Sankar Ghosh Lane marked as Lot "A" and bordered Blue in the said plan.

3. ALL THAT partly two and partly one storied brick built messuage tenement or dwelling house together with the piece or parcel of revenue free land containing by admeasurement Two Cottahs Two Chittacks and Nine square feet be the same a little more or less being premises No.7 Sankar Ghosh Lane comprised in Holding No.404 Block No.XIV of the North Division of the town of Calcutta and butted and bounded on the North by Sankar Ghosh Lane on the East partly by No.8 Sankar Ghosh Lane and partly by common passage to No. 8, 9A and 9B Sankar Ghosh Lane on the South by 6 Sankar Ghosh Lane and on the West by a passage leading from Sankar Ghosh Lane to 6 Sankar Ghosh Lane.

THE SCHEDULE "C" ABOVE REFERRED TO

1. ALL THAT partly three partly two and partly one storied brick built messuage tenement or dwelling house together with the piece or parcel of revenue free land thereunto belonging containing by admeasurement Eleven Cottahs Six Chittacks and Twenty two square feet be the same a little more or less being a separated portion of No.5 Sankar Ghosh Lane comprised in Holding No.404 Block No. XIV of the North Division of the town of Calcutta and delineated in the plan annexed hereto and therein bordered Green and marked as Lot "B" and butted and bounded on the North by Sankar Ghosh Lane on the East by the remaining separated portion of No.5 Sankar Ghosh Lane marked as Lot "A" and bordered Blue in the plan annexed hereto on the South partly by No.89 partly by No.90 and partly by No.91 Bechu Chatterjee Street and partly by No.2B, Sankar Ghosh Lane and on the West partly by No.3 Sankar Ghosh Lane partly by No.4 Sankar Ghosh Lane and partly by the common passage leading from Sankar Ghosh Lane to No.3 and 4 Sankar Ghosh Lane and also to the said premises together with the right in and over the said common passage.

2. ALL THAT partly two and partly one storied brick built messuage tenement or dwelling house together with the piece or parcel of revenue free land thereunto belonging containing by admeasurement One Cottah Twelve Chittacks and Thirtysix square feet be the same a little more or less being premises No.3 Sankar Ghosh Lane comprised in Holding No.404 Block No. XIV of the North Division of the town of Calcutta and butted and bounded on the North by No.4 Sankar Ghosh Lane on the East and South by a separated portion of No.5 Sankar Ghosh Lane marked as Lot "B" and bordered Green in the plan annexed hereto and on the West partly by No.2B Sankar Ghosh Lane and partly by 2A Sankar Ghosh Lane together with the right in and over the common passage leading from Sankar Ghosh Lane to the said premises.

3. ALL THAT partly two and partly one storied brick built messuage tenement or dwelling house together with the piece or parcel of revenue free land containing

by

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by admeasurement One Cottah Ten Chittacks and Thirtysix square feet be the same a little more or less being premises No.4 Sankar Ghosh Lane comprised in Holding No.404 Block No. XIV of the North Division of the town of Calcutta and butted and bounded on the North and East by a separated portion of No.5 Sankar Ghosh Lane marked as Lot "B" and bordered Green in the plan annexed hereto on the South by No.3 Sankar Ghosh Lane and on the West by a common passage leading from Sankar Ghosh Lane to the said premises/No.3 Sankar Ghosh Lane and the said separated portion of No.5 Sankar Ghosh Lane together with the right in and over the said common passage.

IN WITNESS WHEREOF the parties hereto of the First Second and Third parts 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 -


Pr. Sur
Gm.
Sankar Ghosh
Solicitor
Calcutta


Chintamani Chatterjee
182A. Mukherjee Bazar Street,
Cal. 7.


Ramesh Mitra
5, Sankar Ghosh Lane
Cal-6


Rupendranath Mitra 


Gunendranath Mitra 

Saidendranath Mitra 

Saurendranath Mitra 

Gunendranath Mitra 

Saidendranath Mitra 

Saurendranath Mitra 



Presented for registration at the Calcutta Registration Office on the 21st day of July 1959. By Tapanramath Mitha, one of the executors.

[Signature]
Registrar of Calcutta
31/7/59

v Tapanramath Mitha

Executors admitted

- 1) Tapanramath Mitha son of late Gopinath Mitha of 5 Suranagar, Calcutta, by will made by purgation kindly as
- 2) Gauramath Mitha ^{Calcutta} son of late Gopinath Mitha
- 3) Sauramath Mitha all sons of late Gopinath Mitha of the same place, late and purgation as the surviving trustees under a deed of settlement dated 11th August 1944 and by the late Gauramath Mitha, Sauramath Mitha and Gauramath Mitha as beneficiaries.

v Tapanramath Mitha

Gauramath Mitha

Sauramath Mitha

Gauramath Mitha as Trustees

Gauramath Mitha

Sauramath Mitha

Gauramath Mitha as beneficiaries

Legitimise

Hari Mahan Banerji son of late Prasanta Kama Banerji of 6 Park Road, Calcutta, by will made by purgation kindly.

v Hari Mahan Banerji

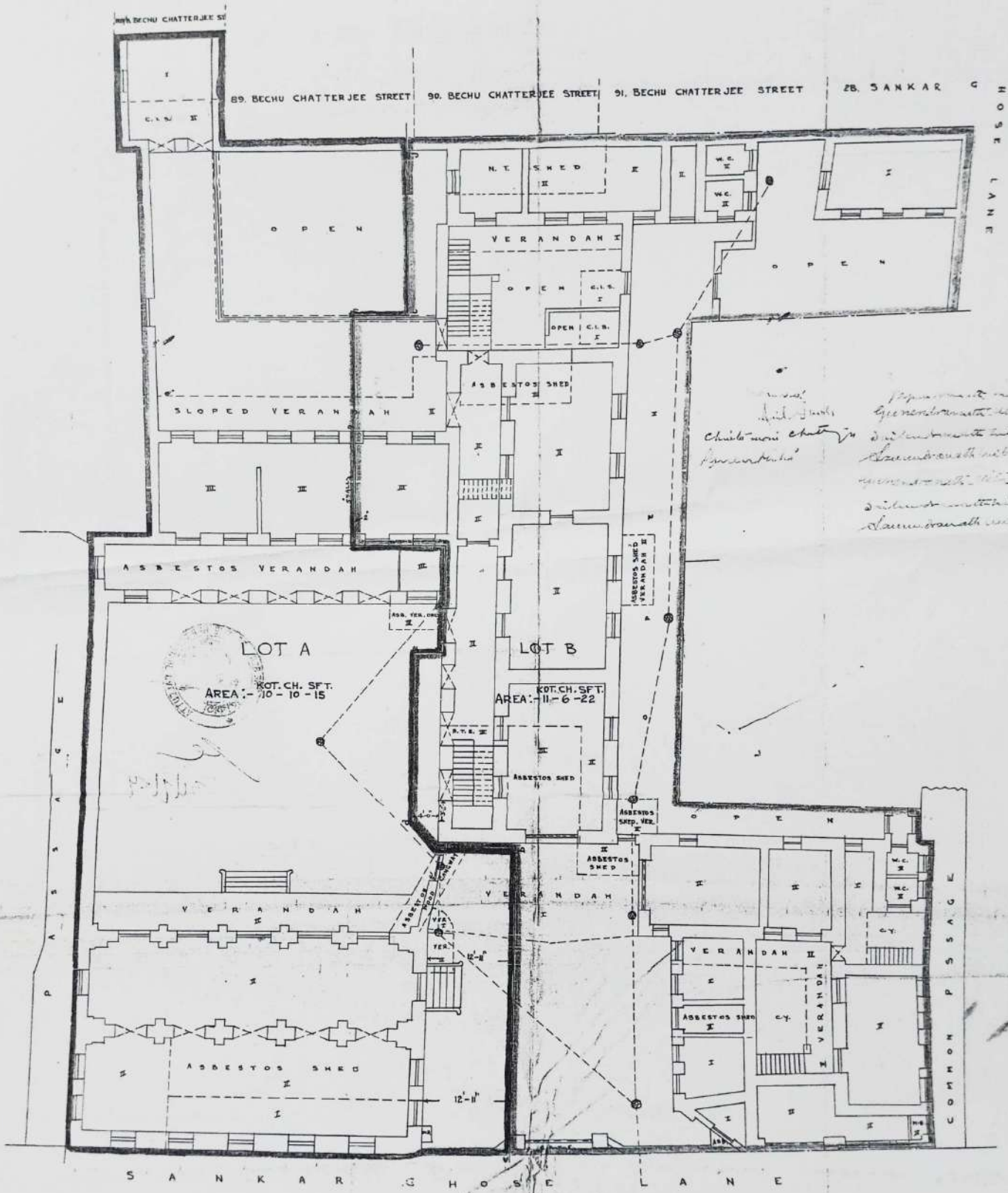
[Signature]

31/7/59

PARTITION PLAN OF
 PRE. No. 5. SANKAR GHOSE LANE
 SCALE - 8-1 INCH
 TOTAL AREA :- 1-2-0-37

BIG. KOT. CH. SFT.

N.



Chaitanya Chatterjee
Asst. Commr.
 10/10/15
 11/6/22

SANKAR GHOSE LANE

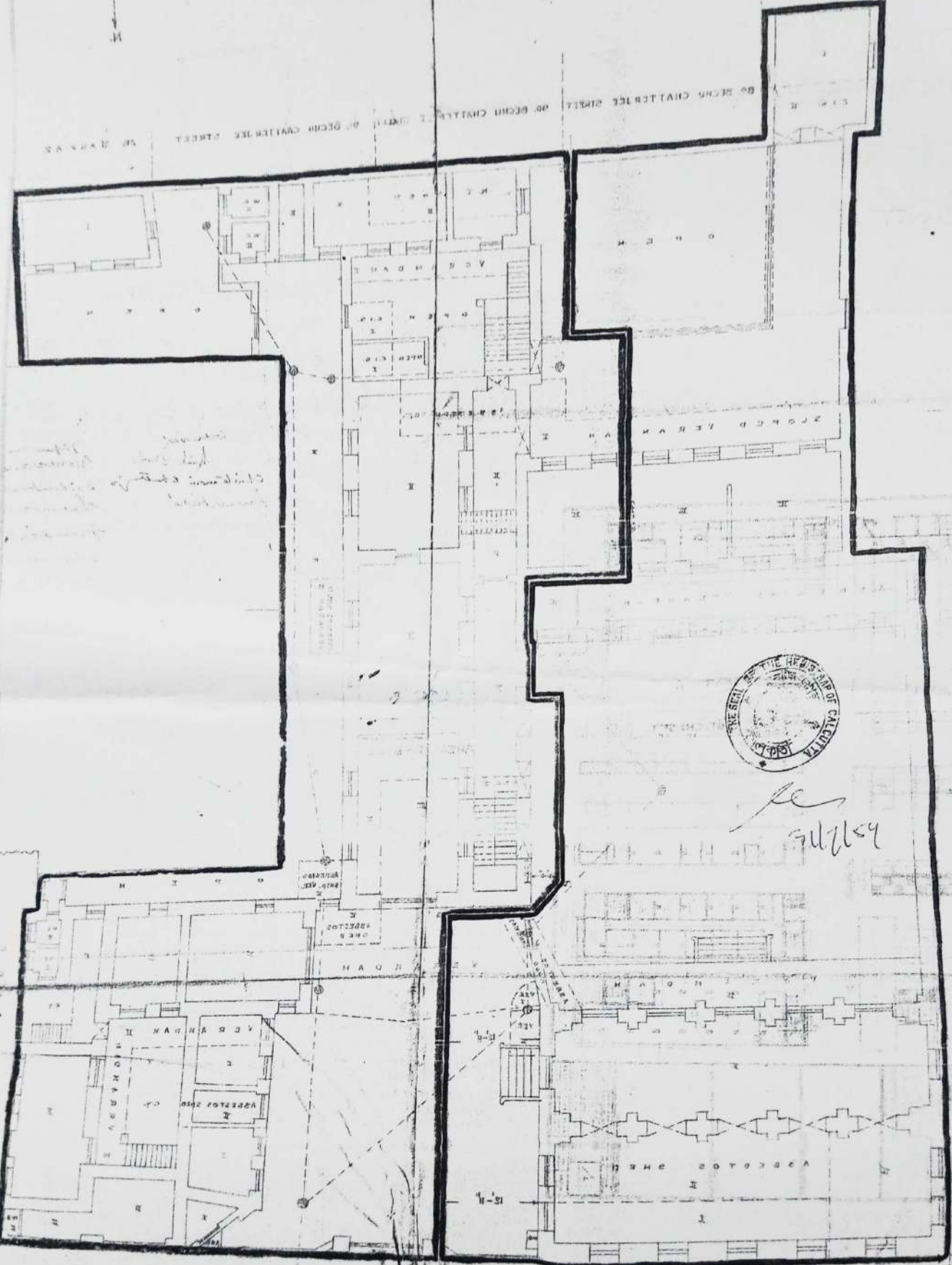
P. Chatterjee B.E.
 ENGINEER & ARCHT.
 12, OLD POST OFFICE STREET,
 CALCUTTA.

SCALE - 8-1 INCH
TOTAL AREA - 1-1-0-32
BIG R.T. CH. 22



BO DEGU CHATTERJEE STREET
BO DEGU CHATTERJEE STREET

BO DEGU CHATTERJEE STREET



Handwritten notes:
The plan shows the layout of the building and the location of the various rooms and corridors. The thick line indicates the boundary of the building.



Handwritten signature and number:
S. S. S. S. S.
62269

COLLEGE HOSTEL

2 A N K R G H G L A H E

Date: 31st July 1959

31/7

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1959
1959

BETWEEN
TAPENDRA HATH MITRA ----- 1st Part
GUNDRA HATH MITRA & O/S --- 2nd Part
AND
GUNDRA HATH MITRA & O/S L. 3rd Part



Shaw

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J. S. Assessor
Calcutta Corporation
9.2.60

DEED OF PARTITION.



Filed in Land Registration,
L.R. No. 121 of 1959-60

L.R. Dy. Collector, Calcutta.

6/9/60



121/59