



690 1

Not paid as under A. 306

F 24
F 24
310/-

February

THIS INDENTURE made this 6th day of January, One

Thousand Nive Hundred and Fifty Three BETWEEN SHANTI KUMAR

RAY CHAUDHURY, Barrister-at-Law, of the First Part, PREETI

KUMAR RAY CHAUDHURY, Medical Practitioner of the Second Pa

TRIPTI KUMAR ROY CHAUDHURY, service-holder, of the Third P

AND SMRITI KUMAR RAI CHAUDHURY, Advocate, of the Fourth P

.all sons of SHARAT CHANDRA ROY CHAUDHURY, deceased, all b;

caste Kayastha, all residing at present at No.160, Bakul

Road, Bhowanipur, Calcutta, AND SIDHARTA KUMAR SEN, son o

SARAT CHANDRA SEN, deceased, by caste Vaidya by occupatio

service-holder, residing at No.2B, Cooper Street, Ballygu

Calcutta, of the Firth Part. W H E R E A S the said SHAR/

CHANDRA ROY CHAUDHURY, a Hindu governed by the Bengal Sol

of Hindu Law died intestate on the 15th day of June in t

year 1939 leaving him surviving the parties hereto of th

First, Second, Third and Fourth parts as his sons heirs.

legal representatives and seized and possessed absolutel

hereditaments and the premises No.160, Bakul Bagan Road,

Bhowanipur more fully mentioned and described in the Sci

743
A. 256
A
7 2/3
Sub Registrar Alipa
Sadar
7/1/46

It is certified that the proper duty has been paid on the original

of which this is a duplicate

Sub Registrar

Schedule "A" hereunder written AND WHEREAS after the death of the said SHARAT CHANDRA ROY CHAUDHURY the parties hereto of th First, Second, Third and Fourth parts constituted as undivided Hindu family AND WHEREAS the parties hereto of the First, Second, Third and Fourth parts jointly took possession of the said hereditaments and premises and have been jointly enjoying the same in equal shares and WHEREAS to avoid any possible dispute and unnecessary litigation and for the maintenance of peace and harmony and to avoid future discord and to observe good feelings amongst the brothers, the parties of the First, Second Third and Fourth parts have decided amicably to partition the said hereditament and premises No.160, Bakul Bagan Road, Calcut AND WHEREAS it has been agreed between the parties hereto of the First, Second, Third and Fourth parts that the said hereditament and premises belonging to them jointly as aforesaid and set out in Schedule "A" hereunder written is valued at Rs.1,01,000/- AND WHEREAS TRIPTI KUMAR ROY CHAUDHURI of the Third Part by a Deed of Mortgage bearing date the 7th day of December 1948 and registered in Book No.I Volume No.83 Pages 1 to 25 Being No.3956 for the year 1948 in the office of the District Registrar, Allipore, in consideration of the sum of Rs.25,000/- lent and advanced by the party of the Fifth Part

Part mortgaged his undivided one-fourth share in the hereditaments and premises mentioned in the aforesaid mortgage deed and described in Schedule "A" hereunder written AND WHEREAS the parties of the First, Second, and Fourth Parts confirmed the said mortgage and joined as confirming parties in the hereinbefore part recited Deed of Mortgage,

NOW THIS INDENTURE WITNESSETH :-

(1) That the said SHANTI KUMAR RAY CHAUDHURY of the First Part, TRIPTI KUMAR ROY CHAUDHURI of the Third Part and SMRITI KUMAR RAI CHAUDHURY of the Fourth Part do and each of the doth hereby grant, convey and transfer unto the said PREETI KUMAR RAY CHAUDHURY of the Second Part ALL THAT the portions of the house and premises No.160, Bakul Bagan Road, Calcutta set out and described in part of the Schedule "B" hereunder written and delineated in the map or plan annexed hereto and marked with blue colour being Lot "A" valued at Rs.15,000/- TO HAVE AND TO HOLD the same unto the said PREETI KUMAR RAY CHAUDHURY, his heirs, executors, administrators and assigns absolutely.

(2) That the said SHANTI KUMAR RAY CHAUDHURY of the First Part, PREETI KUMAR RAY CHAUDHURY of the Second Part and TRIPTI KUMAR ROY CHAUDHURI of the Third Part do and each of them doth hereby grant, convey and transfer unto the said SMRITI KUMAR

KUMAR RAI CHAUDHURY of the Fourth Part ALL THAT the portions of the house and premises No.160, Bakul Bagan Road, Calcutta set out and described in Part II of the Schedule "B" hereunder written and delineated in the map or plan annexed hereto and marked with Red colour being Lot "B" valued at Rs.15,000/- TO HAVE AND TO HOLD the same unto the said SMRITI KUMAR RAI CHAUDHURI of the Fourth Part, his heirs, Executors, Administrators and assigns absolutely.

(3) That the said SHANTI KUMAR RAY CHAUDHURY of the First Part PRIYETI KUMAR RAY CHAUDHURY of the Second Part and SMRITI KUMAR RAI CHAUDHURY of the Fourth Part do and each of them doth hereby grant, convey and transfer unto the said TRIPTI KUMAR ROY CHAUDHURY of the Third Part ALL THAT the portions of the house and premises No.160, Bakul Bagan Road, Calcutta set out and described in Part III of the Schedule "B" hereunder written and delineated in the map or plan annexed hereto and marked with Green colour being Lot "C" valued at Rs.32,000/- TO HAVE AND TO HOLD the same unto the said TRIPTI KUMAR ROY CHAUDHURI of the Third Part, his heirs, executors, administrators and assigns absolutely.

(4) That the said PRIYETI KUMAR RAY CHAUDHURY of the Second Part, TRIPTI KUMAR ROY CHAUDHURI of the Third Part and SMRITI KUMAR RAI CHAUDHURY of the Fourth Part do and each of them doth hereby grant, convey and transfer unto the said SHANTI KUMAR RAY

RAY CHAUDHURY of the First Part ALL THAT the portions of the house and premises No.160, Bakul Bagan Road, Calcutta set out and described in part IV of the Schedule "B" hereunder written and delineated in the map or plan annexed hereto and marked with Yellow colour being Lot "D" valued at Rs.32,000/- TO HAVE AND TO HOLD the same unto the said SHANTI KUMAR RAY CHAUDHURY of the First Part, and his heirs, executors, administrators and assigns absolutely.

(5) That the said PREETI KUMAR RAY CHAUDHURY of the Second Part, and the said TRIPTI KUMAR ROY CHAUDHURI of the Third Part and SMRITI KUMAR RAI CHAUDHURY of the Fourth Part do and each of them doth hereby grant convey and transfer unto the said SHANTI KUMAR RAY CHAUDHURY of the First Part ALL THAT the portion of the said house and premises No.160 Bakul Bagan Road, Calcutta as such portion and set out and described in Part V of the Schedule "B" hereunder written, and delineated in the map or plan annexed hereto and marked with brick colour being Lot "E" valued at Rs.7,000/- TO HAVE AND TO HOLD for his own benefit and use absolutely subject to the condition that the said SHANTI KUMAR RAY CHAUDHURY of the First Part shall provide for the necessary cost of preparation and registration of this deed of partition to the extent of Rs.1,000/- (Rupees One thousand) and then divide the value of the demised part after deducting the said

said sum of Rs.1,000/- for the aforesaid purpose between the said parties SHANTI KUMAR RAY CHAUDHURY and TRIPTI KUMAR ROY CHAUDHURI in the ratio of half and half respectively.

(6) The following sums of money are payable for the purpose of equalising the partition as aforesaid under these presents :-

(a) That the said SHANTI KUMAR RAY CHAUDHURY of the First Part allottee of Lot "D" with structures and recess land being lot " E " with - - - - - structures SHALL PAY the sum of Rs.10,000/- to the said SMRITI KUMAR RAI CHAUDHURY of the Fourth Part, allottee of Lot "B" the corresponding vacant plot of Lot "D";

(b) That the said TRIPTI KUMAR ROY CHAUDHURI of the Third Part, allottee of Lot "C" with the structures SHALL PAY the sum of Rs.10,000/- to the said PREETI KUMAR RAI CHAUDHURY of the Second Part, allottee of Lot "A" the corresponding vacant portion of Lot "C".

(7) That the said sum of Rs.10,000/- to be paid by the said SHANTI KUMAR RAY CHAUDHURY of the First Part to SMRITI KUMAR RAI CHAUDHURY of the Fourth Part will form a charge on the Lot allotted to the said SHANTI KUMAR RAY CHAUDHURY of the

the First Part and the said sum of Rs.10,000/- agreed to be paid by the said TRIPTI KUMAR ROY CHAUDHURY of the Third Part to the said PREETI KUMAR RAY CHAUDHURY of the Second Part will form a charge subject to the Mortgage bearing date the 7th day of December 1948 hereinbefore part recited and executed in favour of SIDHARTA KUMAR SEN of the Fifth Part on the Lot allotted to the said TRIPTI KUMAR ROY CHAUDHURI. It is hereby also agreed that the said sums of money will be paid by SHANTI KUMAR RAY CHAUDHURY and TRIPTI KUMAR ROY CHAUDHURI to SMRITI KUMAR RAI CHAUDHURY and PREETI KUMAR RAY CHAUDHURY respectively within the period of five (5) years from the date of these presents either in lump or by instalments or by adjustments wholly or in part against the rental for occupation, such rent to be mutually agreed upon by the parties concerned. In the event of either the whole or any portion of the said owelty money hereinbefore mentioned not being paid within the said period of 5 years by the respective parties, interest will be charged thereafter on the whole or on the balance remaining unpaid at the rate of 6% per annum until paid in full.

(8) That SHANTI KUMAR RAY CHAUDHURY allottee of Lot "D" and TRIPTI KUMAR RAY CHAUDHURY allottee of Lot "C" shall have joint ownership absolutely in the common approach from Bakul Bagan Road to the Lots allotted to SHANTI KUMAR RAY CHAUDHURY

and TRIPTI KUMAR ROY CHAUDHURY respectively fully mentioned and described in part VI of the Schedule "B" hereunder written and shown in the plan annexed hereto with all underground and overhead rights including the right of laying pipes for filtered and unfiltered water, underground drainage, sewage, electric telephone and gas connections and other easmentary rights and rights of necessities. The allottees of Lots "A" and "B" the said PREETI

KUMAR RAY CHAUDHURY and SMRITI KUMAR RAI CHAUDHURY will be allowed easement of light and air only with regard to the said common approach and they shall have no right of way or right of carriage or underground drainage rights or any other rights of the like nature on the said approach and they shall not also be entitled to have any doors and windows or any opening whatsoever on the boundary walls erected on the said approach on either side or shall not build on their either allotment any door, window, verandah or any other construction or projection over or abutting upon the said common approach. Be it specifically provided that the owners of common approach shall not raise boundary walls along both sides of the said approach more than a height of 8' ft. in order to preserve easement of air and light for the respective allottees of Lots "A" and "B". None of the owners of the common

✓ approach among themselves shall put any obstruction or create any hindrance to the right of passage or any other rights of easements

esements and necessities which are available to the respective owners of the said common approach. The owners of the common approach may however allow to the drawing or erecting overhead lines for supply of electric energy/current and also to the drawing telephone lines for telephone or any other connection of the like nature to the respective owners of Lot "A" and Lot "B" over the common passage in case of unavoidable necessity.

(9) That with a view to maintaining privacy etc. the doors and the windows and openings existing on the common wall marked "Y" and "Z" in between plots "C" and "D" and shown in the map or the plan annexed hereto, have to be removed and walled up, and except without mutual consent the allottees of "C" and "D" shall have no door or window or any other opening on the partition wall or barrier across the Court Yard and open space that may be erected by any of the allottees of Lots "C" and "D" individually or by them jointly or at their joint costs as may be mutually agreed upon. The said common walls marked YZ in the map annexed hereto shall not be demolished or damaged by either of the allottees of Lots "C" and "D" who shall be responsible for keeping their respective sides of the common walls throughout the premises wherever such common walls exist in good repairs.

T.M.R.
J.K.R.C. - Scler
A.R.
G.H.C.

(10) That the mortgage or charge created by the hereinbefore part recited Deed of Mortgage bearing date the 7th day of December 1948 shall by virtue of these presents be deemed to be a mortgage or charge upon Lot "C" described in Part III of Schedule "B" and upon the undivided one-half share in the common approach described in Part ^{VI}IV of Schedule "B" which are hereby allotted to the said TRIPTI KUMAR ROY CHAUDHURI of the Third Part and so far as the other lots allotted to parties hereto of the First, Second and Fourth parts are concerned the said mortgage or charge shall have no effect and that the lots described in the Schedule "B" hereunder written and allotted to the parties hereto of the First, Second and Fourth parts shall be absolutely free from any mortgage or charge under the hereinbefore part recited Deed of Mortgage bearing date the 7th day of December 1948.

(11) That the title deeds having been lost, the certified copies of the Title Deeds with regard to the said premises No.160, Bakul Bagan Road and this deed shall be kept in the custody of the said SMRITI KUMAR RAI CHAUDHURY of the Fourth Part, the allottee of Lot "B" who will produce the same for inspection if called upon to do so by the other parties or any one of them shall give all facilities to the remaining parties or any one of them to take copy or copies therefrom

therefrom if necessary but would not part with the same without the consent and permission of all the allottees jointly

(12) That the said SIDHARTA KUMAR SEN of the Fifth Part as mortgagee as aforesaid doth hereby confirm and ratify clause 10 hereof.

SCHEDULE "A" ABOVE REFERRED TO:

ALL THAT the piece or parcel of revenue redeemed lands hereditaments and premises containing an area of 1 Bigha 0 Kottahs 14 chhitaks 43 squire feet be the same a little more or less together with partly two-storied and partly three-storied brick built house messuages and tenements standing on a portion thereof situate lying at and being a portion of Holding No.425 Division VI Sub Division M in Mouza Chakrabere in Government Estate Dihl Panchannagram, Police Station Bhowanipur, Sub - Registration Alipore, District 24-Parganas and being premises No.160, Bakul Bagan Road of the Corporation of Calcutta and butted and bounded in the manner following that is to say on the North by Bakulbagan Road on the South by Corporation Pucca Drain on the East by Corporation Pucca Drain on the West by partly by a common passage of 161A and 161B Bakul Bagan Road, partly by premises No.161A and 162 Bakul Bagan Road partly by a

a common passage in between premises Nos.162 and 162/1A, Bakul Bagan Road, and partly by 162/1A, Bakul Bagan Road.

SCHEDULE "E" ABOVE REFERRED TO:

P a r t I.

ALL THAT the piece or parcel of land hereditaments and premises with structures standing on a portion thereof containing an area of 4 cottahs 5 chhitaks 40 square feet be the same a little more or less and being a portion of the said premises No.160 Bakul Bagan Road and butted and bounded in the manner following this is to say on the North by Bakul Bagan Road on the South by Lot "C" fully mentioned and described in Part III hereunder written on the East by Corporation Pucca Drain and on the West by the common approach and being Lot "A" delineated in the map or plan annexed hereto and therein marked with blue colour.

P a r t II.

ALL THAT the piece or parcel of lands hereditaments and premises with structures standing on a portion thereof containing an area of 4 cottahs 2 chhitaks 35 square feet ^{be} by the same a little more or less and being a portion of the said premises No.160, Bakul Bagan Road and butted and bounded in the manner

manner following that is to say on the North by Bakulbagan Road on the South by lot "D" fully mentioned and described in Part IV hereunder written on the East by the common approach on the West partly by common passage of the premises Nos.161A, 161B Bakul Bagan Road and partly by premises Nos.161A Bakul Bagan Road and partly by 162 Bakul Bagan Road being Lot "B" delineated in the map or plan annexed hereto and therein marked with red colour.

P a r t III.

ALL THAT the piece or parcel of lands hereditaments and premises with two-storied building standing on a portion thereof containing an area of 4 cottahs 3 chhitaks 27 square feet be the same a little more or less and being a portion of the said premises No.160 Bakul Bagan Road and butted and bounded in the manner following that is to say on the North by Lot "A" fully mentioned and described above and partly by the common approach on the South by Corporation Pucca Drain on the East by Corporation Pucca Drain on the West partly by the common wall and part by the common approach and being Lot "C" delineated in the map or plan annexed hereto and therein marked with green colour.

P a r t IV.

ALL THAT the piece or parcel of lands hereditaments

hereditaments and premises with partly two-storied and partly three-storied building standing on a portion thereof containing an area of 4 cottahs 5 chhitaks 22 square feet be the same a little more or less and being a portion of the said premises No.160 Bakul Bagan Road and butted and bounded in the manner following that is to say on the North by Lot "B" fully mentioned and described above and partly by the common approach on the South by Corporation Pucca Drain on the East partly by the common wall and partly by the common passage and on the West partly by Lot "E" fully mentioned and described herein - after and partly by 162 Bakul Bagan Road and being Lot "D" delineated in the map or plan annexed hereto and therein marked with yellow colour.

P a r t V.

ALL THAT the péice or parcel of lands hereditaments and premises with structures standing on a portion thereof containing an area of 2 cottahs 5 chhitaks 19 square feet be the same a little more or less and being a portion of the said premises No.160 Bakul Bagan Road and butted and bounded in the manner following that is to say on the North by 162 Bakul Bagan Road on the South by Corporation Pucca Drain on the East by Lot "D" fully mentioned and described above

on the West by 162/1A Bakul Bagan Road and the common passage in between 162/1A and 162 Bakul Bagan Road and being Lot "E" delineated on the map or plan annexed hereto and therein marked with brick colour.

Part VI.

Common approach of an area more or less about 1 cottah 7 chhitaks 35 square feet for joint use by the owners of Lot "C" and "D" being a portion of the said premises Nos. 160, Ba Bagan Road and butted and bounded in the manner following that is to say on the North by Bakul Bagan Road on the South by Lots "C" and "D" on the East partly by Lot "A" and partly by Lot "C" and on the West partly by Lot "B" and partly by Lot "D".

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

at Calcutta

In the presence of :-

Bishu Chakraborty
Roy Chaudhuri
18/ Lansdowne Road
Calcutta
6.2.53
Pranil Kumar Saha
88 A Calighat Road
Calcutta 26
6.2.53.

Ranjan Kumar Roy
6.2.53
Bhawanipour

MY SEAL. Shant Kumar Roycham
MY SEAL. Preet Kumar Roy.
MY SEAL. Mipti Kumar Roy Ch
MY SEAL. Sunit Kumar Roychandung
MY SEAL. Siddhartha Kumar

DATED THIS DAY OF JANUARY

This copy of the Certified Counterpart of the deed of partition belongs to the party of the third part, Tripti Kumar Ray Chaudhury
M. K. Chaudhury
15/1/53



BETWEEN
SHANTI KUMAR RAY CHAUDHURY
AND
SMRITI KUMAR RAY CHAUDHURY

& ORS.

Sub-Registrar Alpa Sadar.



Sub-Registrar Alpa Sadar.
L. 2. 53

DEED OF PARTITION
Book No. 1
Volume No. 17
Pages to 275
Serial No. 690
for the Year 1953