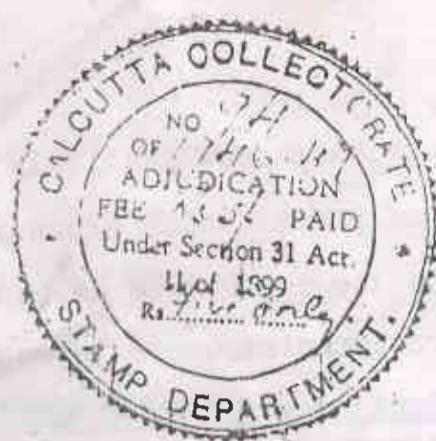


# DEED OF PARTITION

5496 ♀ I 284)

260-6

Ex 13



✓ V. S. - 6. 3. 1. NO. 741 of 1946-144  
Certified that the full sum of chargeable on this  
Instrument under the said Act amounting to  
Rs. 580/- has been duly paid by me  
has been paid and credited to Government  
of India in the following No. 82

Calcutta Collectorate.  
The 1<sup>st</sup> July, 1916.

The 17th May, 1916. Collector of Stamps

... 17th day of October 1911, duly  
under the Postage Stamp Act,  
Act 19 of Schanto I A. No. 115.

Fees paid as under:

A	1378-
Ma	60-
Mg	6 -
N	15 -
K(wg)	5 -

( 31 AUG. 1963 )



Rs. 2/-

RECEIVED  
REGD. NO. 1464-1  
KARAH  
JULY 1964  
KARAH  
1459  
15-  
KARAH  
1459

THIS INDENTURE made this Nineteenth day of July One thousand nine  
hundred and forty-six B E T W E E N JAY SINGH NAHAR deceased and his  
Singh Nahar deceased for self and as Karta of the said Bahadur  
Hindu family consisting of himself and his sons Jayotir Singh Nahar  
and Biman Kumar Nahar, the said JYOTI KUMAR NAHAR and the said BIMAN  
KUMAR NAHAR both sons of the said Jay Singh Nahar both being minors  
under the age of 18 years represented by their father and natural  
guardian the said Jay Singh Nahar all by caste Jain Oswal  
of occupation Zamindars and residing at No. 5 Indian Mirror  
hereinafter collectively referred to as "Parties of this  
(which expression shall unless excluded by or repugnant to the con-  
text be deemed to include their respective heirs executors, minis-  
trators assigns and survivors) of the First Part, AJOY SINGH NAHAR  
son of the said Bahadur Singh Nahar deceased for self and as Karta  
of the said Bahadur Singh Nahar deceased for self and as Karta  
son Asoke Kumar Nahar and the said ASOKE KUMAR NAHAR son of the  
said Ajoy Singh Nahar being minor under the age of 18 years repre-  
sented by his father and natural guardian the said Ajoy Singh Nahar  
both by caste Jain Oswal of occupation Zamindars and residing at



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Recommence for the handwritten copy of the  
document No. 2604 of 1946 as it is admitted that  
it is the true copy of the deed. P

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Kolkata

No.5 Indian Mirror Street, Calcutta, hereinafter collectively -- referred to as "the parties of the second part" (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs executors administrators representatives assigns and survivors) of the Second Part KIRAN SINGH NAHAR for self and as Karta of the joint Mitakshara Hindu family consisting of himself and his brothers Dip Singh Nahar, Lalit Singh Nahar and Tarun Singh Nahar and the said DIP SINGH NAHAR, the said LALIT SINGH NAHAR and the said TARUN SINGH NAHAR the last named being a minor under the age of 18 years represented by his brother and --- natural guardian the said Kiron Singh Nahar all sons of Johar Singh Nahar deceased all by caste Jain Oswal by occupation Zamindars and residing at No.5 Indian Mirror Street, Calcutta hereinafter collectively referred to as "the parties 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 assigns and survivors) of the Third Part A N D SAJAN SINGH NAHAR for self and as Karta of the Mitakshara joint Hindu family -- consisting of himself and his brother Bhajan Singh Nahar and the said BHAJAN SINGH NAHAR a minor under the age of 18 years represented by his brother and natural guardian the said Sajan Singh Nahar, both -- sons of Bhamar Singh Nahar deceased by occupation Zamindars And --- SREEMUTTY MONOHAR KUMARI widow of the said Bhamar Singh Nahar deceased by occupation Grihasthali all by caste Jain Oswal and all residing at No.5 Indian Mirror Street, Calcutta hereinafter collectively referred to as "the parties of the fourth part" (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs executors administrators representatives assigns and survivors) of the Fourth Part W H E R E A S the parties herein except



Sreemutty

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Sreemutty Lenohar Kumari are the grandsons and great-grandsons of one  
Rai Bahadur Monilal Nahar & ceased AND WHEREAS in January 1927 the  
said Rai Bahadur Monilal Nahar died intestate and a widower leaving  
him surviving his three sons to wit the said Bhamar Singh Nahar, the  
said Bahadur Singh Nahar and the said Johar Singh Nahar AND WHEREAS  
the said Bahadur Singh Nahar died intestate on the 9th day of June,  
1929 leaving him surviving his two sons to wit the said Jay Singh --  
Nahar and the said Ajay Singh Nahar and his sole widow Sreemutty ---  
Sundar Kumari Bibi AND WHEREAS the said Johar Singh Nahar died intest-  
tate on the 10th day of January 1931 leaving him surviving his four  
sons to wit the said Kiron Singh Nahar, the said Dip Singh Nahar, the  
said Lalit Singh Nahar and the said Turun Singh Nahar all then minors  
under the age of 18 years and his sole widow Sreemutty Dhanna Kumari  
Bibi AND WHEREAS on the 28th day of April 1932 the said Bhamar Singh  
Nahar died intestate leaving him surviving his two sons to wit the  
said Sajan Singh Nahar and the said Bhajan Singh Nahar both of them  
minors under the age of 18 years and his sole widow Sreemutty Monohar  
Kumari AND WHEREAS on the 7th day of March 1933 the said Sreemutty  
Dhanna Kumari Bibi widow of the said Johar Singh Nahar died AND ---  
WHEREAS on the 20th day of June 1933 the said Sreemutty Sundar Kumari  
Bibi widow of the said Bahadur Singh Nahar died AND WHEREAS the  
parties herein and their ancestors are and were all Oswal Jain  
governed by the Mitakshara School of Hindu Law AND WHEREAS the  
parties of the first, of the second, of the third and of the fourth  
parts have already divided amongst themselves all the jewellery  
ornaments, valuables, cash and other movables belonging to the  
joint family and since then they are in enjoyment and possession  
thereof in severalty AND WHEREAS the parties hereto have decided  
and agreed to keep the immoveable properties other than those set  
out in the Schedule "A" hereunder written as joint and to enjoy  
the same as tenants in common AND WHEREAS the parties hereto have  
decided to effect partial partition of the immoveable properties



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which these presents shall extend, to enable the parties to main<sup>t</sup> good feeling and good will amongst themselves AND WHEREAS the par<sup>t</sup>ies of the first part are jointly entitled to one-sixth part or shar<sup>e</sup> the parties of the second part are jointly entitled to one-sixth or share and the parties of the third part are jointly entitled to one-third part or share and the parties of the fourth part other than Greamutty Monohar Kumari are jointly entitled to one-third part share, in the ancestral immoveable properties including the immo<sup>ble</sup> properties under these presents AND WHEREAS Greamutty Monohar Ku<sup>m</sup> is only entitled to right of residence and maintenances out of the estate of the said Sajan Singh Nahar and the said Bhajan Singh N<sup>a</sup> as a widowed mother AND WHEREAS in pursuance thereof the prop<sup>erty</sup> mentioned in Part I of the Schedule "B" have been allotted to the parties of the first part AND WHEREAS the parties of the Second Part agreed to accept Rs.86,000/- (Rupees Eighty-six thousand) as the value of their one-sixth share and in lieu of their share in the immo<sup>ble</sup> properties comprised in these presents and the said sum of Rs.86,000/- shall be made up of the payment of Rs.19,000/- (Rupees Nineteen thousand) by the parties of the first part as and by way of owelt<sup>y</sup> and of Rs.39,000/- (Rupees Thirty-nine thousand) by the parties of the second part as and by way of owelt<sup>y</sup> and of Rs.28,000/- (Rupees Twenty-eight thousand) by the parties of the fourth part as and by way of owelt<sup>y</sup> AND WHEREAS for the purpose of stamp duty the value of the prop<sup>erty</sup> mentioned and set out in the Schedule hereunder written is assessed at Rs.5,16,000/- (Rupees Five lacs sixteen thousand) and according to the value of the two-third share is Rs.3,44,000/- (Rupees Three lacs forty-four thousand) NOW THIS INDENTURE WITNESSETH that in pursuance of the premises and in consideration of the mutual conveyance, assurance and assignment and in consideration of the sum of Rs.86,000/- (Rupees Eighty-six thousand) paid to the parties of the second part herein expressed, the parties of the second part, of the third part and of the fourth part do and each of them doth hereby grant co:

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Kolkata

assign, assure and release unto the parties of the first part ALL THOSE the properties mentioned and set out in Part I of the Schedule "B" -- hereunder written and also all those the estate right title and interest of the parties of the second part, of the third part and of the fourth part and TO HOLD the same and every part thereof unto and to the use of the parties of the first part absolutely and for ever AND THIS INDENTURE FURTHER WITNESSETH that in pursuance of the premises and in consideration of the mutual conveyance, assurance and assignment and in consideration of the sum of Rs. 6,000/- (Eighty-six thousand) paid to the -- parties of the second part as herein expressed, the parties of the first part, of the second part and of the fourth part do and each of them doth hereby grant convey assign assure and release unto the parties of the third part ALL THOSE the properties mentioned and set out in Part II of the Schedule "B" hereunder written and also all those the estate right title and interest of the parties of the first, second and fourth parts and TO HOLD the same and every part thereof unto and to the use of the parties of the third part absolutely and for ever NOW THIS INDENTURE FURTHER WITNESSETH that in pursuance of the premises and in consideration of the mutual conveyance, assurance and assignment and in consideration of the sum of Rs. 86,000/- (Rupees Eighty-six thousand) paid to the parties of the second part as herein expressed, the parties of the first part, of the second part and of the third part do and each of them doth hereby grant convey assign, assure and release unto the parties of the fourth part ALL THOSE the properties mentioned and set out in Part III of the Schedule "B" hereunder written and also ALL THOSE the estate right title and interest of the parties of the first part, of the second part and of the third part and TO HOLD the same and every part thereof unto and to the use of the parties of the fourth part absolutely and for ever IT IS HEREBY AGREED by and between the parties hereto as follows :-

1. The parties of the second part do and each of them doth hereby



hereto admit and acknowledge to have received the sum of Rs.19,000/- (Rupees Nineteen thousand) from the parties of the first part and Rs.39,000/- (Rupees Thirty-nine thousand) from the parties of the third part and Rs.28,000/- (Rupees Twenty-eight thousand) from the parties of the fourth part all aggregating to the sum of Rs.86,000/- (Rupees Eighty-six thousand) by way of equity and in satisfaction and in lieu of their share in the immoveable properties comprised in these presents.

2. That none of the parties hereto shall have any right, title, interest or claim to the extent of the properties hereby partitioned as against each other or against their assets.

3. The parties hereto will pay all outgoings and impositions, taxes and revenue of their respective properties and shall be entitled to arrears of rent if there be any.

4. The parties of the first part shall indemnify and at all times keep indemnified safe and harmless the parties of the second part; of the third part and of the fourth part and their respective heirs and assigns against all actions proceedings costs, expenses, claims and demands whatsoever in respect of the properties allotted to them respectively.

5. The parties of the second part shall indemnify and at all times keep indemnified safe and harmless the parties of the first part, of the third part and of the fourth part and their respective heirs and assigns against all actions proceedings, costs, damages, expenses, claims and demands whatsoever in respect of the properties allotted to them respectively.

6. The parties of the third part shall indemnify and at all times keep indemnified safe and harmless the parties of the first part, the second part and of the fourth part and their respective heirs and assigns against all actions proceedings, costs, damages, expenses, claims and demands whatsoever in respect of the properties allotted to them respectively.



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7. The parties of the fourth part shall indemnify and at all times keep indemnified safe and harmless the parties of the first part, of the second part and of the third part and their respective heirs and assigns against all actions proceedings, costs, damages expenses claims and demands whatsoever in respect of the properties allotted to them respectively.

8. The properties mentioned and set out in schedule "A" are free from all encumbrances and none of the parties hereto has at any point or time in any way encumbered all or any of them.

9. Each of the parties hereto shall from time to time and at all times hereafter at the request and cost of the parties requesting the same shall be bound to do and cause to be done and executed all such acts, deeds and things including execution and registration of documents attendance before court of law and registration authorities and to join in suits and proceedings as may be necessary for the beneficial enjoyment of the properties respectively allotted to them respectively and for further and better assuring the same.

10. It is hereby agreed by and between the parties hereto that these presents has been prepared without any duplicate copy, it remain with the said Joy Singh Nahar one of the parties of the first part and the said Joy Singh Nahar doth hereby for himself and his heirs executors survivors representatives and assigns covenant with the other parties that he shall from time to time and at all times hereafter unless prevented by fire or other unavoidable accident and upon reasonable requests and costs of the party requiring the same produce for inspection these presents and in the meantime keep the same safe uncancelled uniface and unobiterated.

SCHEDULE "A" ABOVE REFERRED TO :

ALL THAT partly one storied, partly two storied and partly three

storied



storied brick built messuage, hereditament, tenement or dwelling house together with piece or parcel of revenue redeemed land and on part whereof the same is erected and built containing by estimation 15 Cottahs 12 Chittacks 43 square feet be the same a little more or less situate lying at and being premises No. 5, Indian Mirror Street (formerly 18 - Mott's Lane and prior thereto 42 & 43 Mott's Lane) in the South Division of the town of Calcutta and butted and bounded in the manner following that is to say on the North by partly by premises No. 55 Dharamtallah Street and partly by premises No. 56, Dharamtallah Street, on the South and on the East by Indian Mirror street and on the West partly by premises No. 3 Indian Mirror Street and partly by premises No. 53 Dharamtallah Street.

2. ALL THAT the partly brick built and partly tiled roofed bungalow together with piece or parcel of homestead permanent tenancy land whereon and on part whereof the same is erected and built and containing by estimation 22 Bighas 4 Cottahs and 10 Dhur land formerly known as "Silver Oaks" but now known as "Nahar Puri" situate lying at Mouza Gidhni Pahari in Taluk Ghat Dumka within Sub-Division and Sub-Registration Dumka, Thana No. 7 of Dumka being holding No. 1040 within Ward No. 7 of Dumka Municipality in Sonthal Perganas in the Province of Bihar and in respect of which Rs. 55/- is annually payable as rent to the Estate of Mr. Grant and butted and bounded in the manner following that is to say : On the North partly by the Khas land of the landlord, partly by land of Lachman and partly by the land of Dukhia Majhi on the South by 31 feet khas land of the landlord beyond which is a drain and thereafter Rampur Hauz Road on the East partly by the land of Jaddab Mandal and partly by the land of Kailas Mandal and partly by Khas land, on the West partly by the Khas land of the landlord and partly by the land of Barah Dagrak Majhi.



3. ALL THAT the piece or parcel of rent redeemed Baridoem land containing by estimation 4.59 acre of land situate at Mouza Jamtarah Taluk Pariah, and Sub-Registration office Jamtarah, within Perganah Kundeshwaraya in the District of Sonthal Perganas, in the Province of Behar being

Settlement

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Kolkata

Settlement plot No. 2005 and butted and bounded as follows : On the North by khas patit land, on the East by Khas patit land, on the West by the boundary of Domdad mouza, on the South by the boundary of Sarkheldihhi mouza and comprised in the Conveyance dated 15th August 1907 from Raja Ram Bahadur Singh of Juntara in favour of Rai Manilal Nahar Bahadur.

4. (a) ALL THAT the undivided half part or share in all that piece or parcel of Kishkar (rent free) land with brickbuilt structure containing an area of .11 situate lying at mouza Paschim Barisha in Parganah Khaspur within Thana Behala, Sub-Registration office Behala in the District of 24 Parganas comprised in Touzi No.5 of Alipur Collectorate in J.L.N.L., Khatian No.584, forming part of Sub-Khatian No.1713 as per details mentioned below.

(b) ALL THAT the undivided half part or share in all those several pieces or parcel of Brahmotter land together with brickbuilt structure containing by estimation 1.97 of land situate lying at mouza Paschim Barisha in Parganah Khaspur within Thana and Sub-Registration office Behala in the District of 24 Parganas comprised in touzi Nos. 1 to 4, 6, 8 to 10, 12 to 16 in Khatian No.1712 in J.L. No.19 forming portion of Sub-Khatian No.1713 as per details herein below mentioned : -

Khatian No:	Day No:	Area:	Northern Boundary:
1713	1608	.45	Amritalal
1713	1612	.28	Wazedali & Ora.
1713	1362	.39	Rajendralal & Ora.
1713	1666	.70	Mobarek
1713	1640	.26	Kalicharan

and in respect of the land under the said Sub-Khatian Rs.7/- is annually receivable by the parties hereto for their share of rent from Kumudlal Bandapadhyya, Tulsi Charan Bandapadhyya, Bijoy Krishna Bandapadhyya.



5. ALL THOSE the several plots or piece or parcel of revenue free land as herein set out in the Tabular form all situate in mouza Gobra within Thana Beniapukur, Sub-Registration office Sealdah in the District of 24 Perganas within the limits of the Corporation of Calcutta. The said lands are comprised in the Conveyance dated 5th September 1921 made between the Secretary of State for India in Council as Vendor therein and Rai Hanilal Nahar Bahadur as purchaser therein :

Municipal Street & premises No.	Area of plots in acres and decimals:	On which side of Railway:	Boundary:
25/10, Gobra Road.	.0312 or 1k-14ch-10sq.ft.	East.	North and West by Railway land, South & East by a public passage.
25/9, Gobra Road.	.0335 or 4k-0ch-20sq.ft.	West.	North by public passage, East by E.B.Ry. land, South by E.B.Ry. land and Holding No.4, West by Holding No.4, Div.4, Sub-Div.-G.
2/3, Tiljala Road.	.2066 or 12k-8ch-0sq.ft.	East.	North and East by Holding No.83, South by public Road, West by Railway land.

6. ALL THAT one storied brick built messuage hereditament and premises together with the piece or parcel of land thereunto belonging and on Part whereof the same is erected and built containing by estimation 3 Big 16 Cottans 14 Chittacks be the same a little more or less known as " Villa" situate lying at and being Municipal premises No.73, Tiljala and being holding No.342, in Division IV, Sub-Division A appertaining to Government khas mahal land in mouza Tiljala within Thana Beniapukur, Sub-Registration office Sealdah in District of 24-Perganas and butted and bounded in the manner following that is to say : On the North by premises No. 74, Tiljala Road, on the South partly by Plot No. 20 of the Calcutta Improvement Trust and partly by premises No.72, Tiljala Road, on the East by Road called Tiljala Road, on the West partly by the Improvement Trust Road extended upto the boundary wall of the premises and partly by Plot No.20 of the Calcutta Improvement Trust and partly by premises No.23 -

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Registrar of Assurances  
Kolkata

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Registrar of Calcutta.

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Darga Road, and in respect of which an annual revenue of Rs. 12/12/4  
is payable to the Collector of 24-Perganas."

7. ALL THAT the two storied brick built messuage, hereditament and premises together with the piece or parcel of revenue redeemed land thereunto belonging and on part whereof the same is erected and built containing by estimation 7 Cottahs be the same a little more or less situate lying at and being premises No.55, Dharamtallah Street in the South Division of the town of Calcutta being holding No.25 in Block No.VIII and butted and bounded in the manner following that is to say On the North by Dharamtallah Street, on the South partly by premises No.3 Indian Mirror street and partly by premises No.5 Indian Mirror street, on the West by premises No.53, Dharamtallah Street and on the East by premises No.50, Dharamtallah Street.

8. ALL THAT partly one storied and partly two storied brick built messuage, hereditament, tenement and premises together with the piece or parcel of revenue redeemed land thereunto belonging and on part whereof the same is erected and built and containing by estimation seven cottahs, seven chittacks and twenty-four square feet situate lying at and being premises No.10 Chowranghee Lane bearing holding No.31 in Block No.17 of the south Division of the town of Calcutta and butted and bounded on the North and East by premises No.11 Chowranghee lane on the South by premises No.9, Chowranghee Lane and on the west by Chowranghee Lane.

9. ALL THAT the several piece or parcel of land together with structures brick built or otherwise standing thereon all situate in the mouzas or villages herein below set out in tabular form in the District of Murshidabad within Thana Jiaganj, Sub-Registration office Lalitagh fully and particularly described hereunder :-

S. No. -



- 12 :-



J.L. No.	Touzi No.	Khatian Dag No.	Area.	Annual rent of whole Holding.	Annual rent of own share.	Nature of Holding.	Rent or cess payable to :	Northern boundary.
1.	Baranagar		145	586	1.74	7/10	7/10	Maharaja Jogindra Nath Rai Bahadur.
2.	-do-	1	586 665	.12	cess -/-9/9	cess -/-9/9	Miskar	Collector of Berham- pore (Bengal).
3.	-do-	1	642	.26	cess -/-8/-	cess -/-8/-	Maharaja Jogindra Nath Rai Bahadur.	Maharaja Jagadindra Nath Rai Bahadur.
4.	-do-	40	262	53	(611 (612- 6.01)	10/5/-	10/5/-	Railway Road. Permanent occupancy (Ladiyasaatha Chirasthayee).
5.	Bahadurpur	15	259	148	353	1.11	1/-	Mokarari.
6.	-do-	15	259	147	351	1 acre. 1/-	1/-	Maharaja Sashi Kanta Acharjiya Chowdhuri.
7.	-do-	15	259	95	(329 (330	.94) 2.30)	3/-	" " Kanilal Own gardens.
8.	-do-	15	259	96	327	.28	2/8/-	Rai Surendra Narayan Singh Bahadur.
9.	-do-	15	259	94	325	.97	3/-	-do-
10.	-do-	15	259	93	326	.56	10/-	-do-
11.	-do-	15	259	97	319	.82	1/-	Rai Surendra Narayan Singh Bahadur.
12.	Kashiganj	5	422BL	22	164	1.93	4/8/-	Rai Surendra Narayan Singh Bahadur.

Q12/12  
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Kolkata



										Land of Manilal.
5.	422B1	24	213	.79	✓/-	✓/-	✓/-	Rayat Lokarari.	Moharaja Jogindra Rath Rai Bahadur.	-do-
14.	-do-	5	422B1	23	214	.86	2/8/-	-do-	-do-	-do-
15.	-do-				215	1.46	3/3/-	-do-	Jarajudas Goswami.	Land of Mahendra Sir Manindra Ch. Yandi.
16.	Gulzarbagh	14	15B1 &141B1	25	3	.56	Rent free nissi. Maharaja Sir Manindra Ch. Yandi.	Land of Manilal.	Land of Manilal.	-do-
17.	Jiajanj	5	593	43	47	.68	15/12/3	8/4/3	Rayat Lokarari.	Gopi Krishna Barkar.
18.	-do-	6	593	42	45	.51	9/14/-	4/14/-	-do-	Mauza Kashiganj.
19.	-do-	7	593	47	46	.47	8/-	8/-	Rayat Jhitiyan.	Puran Chand Mahata.
20.	Bahadurpur	15	1167	221	328	.76	3/-	3/-	Rayat Lokarari.	Rai Surendra Karayan Singh Bahadur.
21.	Azinganj	35	259	158	508	.2	2/4/-	2/4/-	Chirasthayee Lokarari.	Rai Surendra Karayan Singh Bahadur.
22.	-do-	36	259	159	506	.5	5/14/7	5/14/7	-do-	-do-
23.	-do-	36	259	157	(401 (402 .9)	4/8/-	4/8/-	-do-	-do-	Road.
24.	-do-		259		156	.22	2/15/-	5/11/8½	-do-	River Bhagirathi Own Land.
25.	-do-	36	262	305	150	.12	16/10/6	5/11/8	Permanent occu- pency right.	Road.

SCHEDULE "B" -

-: 14 :-



SCHEDULE "B" ABOVE REFERRED TO :

Part I.

1. ALL THAT partly one storied, partly two storied and partly three storied brick built messuage, habitation, tenement or dwelling house together with piece or parcel of revenue redeemed land and on part whereof the same is erected and built containing by estimation 15 Cottahs 12 Chittacks 43 square feet be the same a little more or less situate lying at and being premises No. 5, Indian Mirror Street (formerly 18, Nott's Lane and prior thereto 42 & 43 Nott's Lane) in the South Division of the town of Calcutta and butted and bounded in the manner following that is to say : On the North by partly by premises No.55, Dharamtallah Street and partly by premises No.56, Dharamtallah Street, on the South and on the East by Indian Mirror street and on the West partly by premises No.3 Indian Mirror street and partly by premises No.53, Dharamtallah Street. --

Part II.

1. ALL THAT the partly brick built and partly tiled roofed bungalow --- together with piece or parcel of homestead permanent tenancy land and on part whereof the same is erected and built and containing by estimation 22 Bighas 4 Cottahs and 10 Dhur land formerly known as "the Oaks" but now known as "Mahar Park" situate lying at Mouza Gidhni in Taluk Ghat Dumka within Sub-Division and Sub-Registration Dumka, Thana No.7 of Dumka being holding No.1040 within Ward No.7 of Dumka Municipality in Sonthal Perganas in the Province of Bihar and in respect of which Rs.55/9/- is annually payable as rent to the Estate of Mr. Grant and butted and bounded in the manner following that is to say : On the North partly by the Khas land of the landlord, partly by land of Lachman Majhi and partly by the land of Dattia Majhi on the South by 31 feet land of the landlord beyond which is a drain and thereafter Rampur Road, on the East partly by the land of Juddab Mandal and partly by

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Kolkata

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the land of Kailas Mondal and partly by Khas land, on the West partly by the khas land of the landlord and partly by the land of Barah Dagrah Majhi.

2. ALL THAT the piece or parcel of rent redeemed Baridoem land containing by estimation 4.56 acre of land situate at Mouza Jamtarah Talua Pariah, Thana and Sub-registration office Jamtarah, within Perganah Kundahit Karaya being settlement plot No.2005 and butted and bounded as follows :- On the North by khas patit land, on the East by khas patit land, on the West by the boundary of Dombad mouza, on the South by the boundary of Garkhaldihi mouza which the said land is comprised in the Conveyance dated 15th August 1907 from Raja Ra. Bahadur Sinha of Jamtara in favour of Rai Manilal Nahar Bahadur.

3. (a) ALL THAT the undivided half part or share in all that piece or parcel of Niskar (rent free) land with brick built structure containing an area of .11 situate lying at Mouza Paschim Barisha in Perganah Khaspur within Thana Behala, Sub-registration office Behala in the District of 24-Perganas comprised in touzi No.5 of Alipur Collectorate in J.L.No.19, Khatian No.584, forming part of Sub-Khatian No.1713 as per details mentioned below :

(b) ALL THAT the undivided half part or share in all those several pieces or parcel of Brahmoor land together with brick built structure containing by estimation 1.97 of land situate lying at mouza Paschim - Barisha in Perganah Khaspur with thana and Sub-registration office Behala in the District of 24-Perganas comprised in touzi No. 1 to 4, 6, 8 to 10, 12 to 16, in Khatian No.1712, J.L.No.19 forking portion of under-khatian No.1713 as per details hereinbelow mentioned : -

Khatian No:	Dag No:	Area:	Northern Boundary:
1713	1602	.45	Akritalal
1713	1612	.28	Wazedali & Ors.
1713	1362	.39	Rajendralal & Ors.
1713	1666	.70	Mobarak
1713	1640	.26	Kalicharan,

and -

and in respect of the above piece or parcel of land Rs.7/- is annually receiveable as rent from Kumudlal Bandapadhyya, Tulsi Charan Bandapadhyya, Bijoy Krishna Bandapadhyya.

4. ALL THOSE the several plots or piece or parcel of revenue free land as herein set out in the Tabular form all situate in Mouza Gobra within Thana Beniapukur, sub-registration office Sealdah in the District of 24-Perganas within the limits of the Corporation of Calcutta. The said lands are comprised in the Conveyance dated 5th September 1921 made between the Secretary of State for India in Council as Vendor therein and Rai Manilal Nahar Bahadur as purchaser therein :

Municipal Street & premises No:	Area of plots in acres and decimals:	On which side of Railway.	Boundary:
25/10, Gobra Road.	.0812 or 1k-14ch-10sq.ft.	East.	North and West by Railway land, South & East by a public passage.
25/9, Gobra Road.	.0685 or 4k-9ch-20sq.ft.	West.	North by public passage, East by E.B.Ry. land, South by E.B.Ry. land and Holding No.4, West by Holding No.4 Div.4 Sub-Div. G.
2/3, Tiljala Road.	.2000 or 12k-8ch-0sq.ft.	East.	North & East by Holding No.33, South by public Road, West by Railway land.

5. ALL THAT one storied brick built messuage hereditament and premises together with the piece or parcel of land therewith belonging and on part whereof the same is erected and built containing by estimation 6 Bigbas 16 Cottahs 14 chittacks to the same a little more or less known as 'Nahar Villa' situate lying at and being Municipal premises No.73, Tiljala Road within the limits of Corporation of Calcutta and comprised in the Government Lhas Nahal land in Mouza Tiljala within Thana Beniapukur, Sub-registration office Sealdah in the district of 24-Perganas and comprised in holding No.342 in Division IV and sub-Division A and butted and bounded in manner following that is to say : On the North by premises No.74, Tiljala Road, on the South partly by Plot No.20, of the Calcutta Improve-

ment -



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Improvement Trust and partly by premises No.72 Tiljala Road, on the East by Road called Tiljala Road, on the West partly by the Improvement Trust road extending upto the boundary wall of the premises and partly by Plot No.20 of the Calcutta Improvement Trust and partly by Premises No.23, Dargah Road and in respect of which Rs.12/12/4 is annually payable as revenue to the Collector of 24-Pergaras.

Part III.

1. ALL THAT the two storied brick built messuage, hereditament and premises together with the piece or parcel of revenue redeemed land thereunto belonging and on part whereof the same is erected and built containing by estimation 7 Cottahs be the same a little more or less situate lying at and being premises No.55, Dharmatollah Street in the South Division of the town of Calcutta being holding No.25 in Block No.VIII and butted and bounded in the manner following that is to say on the North by Dharmatollah street, on the South partly by premises No.3 Indian Mirror street and partly by premises No.5 Indian Mirror Street, on the West by premises No.53, Dharmatollah Street and on the East by premises No.56, Dharmatollah street.

2. ALL THAT partly one storied and partly two storied brick built messuage, hereditament, tenement and premises together with the piece or parcel of revenue redeemed land thereunto belonging and on part whereof the same is erected and built and containing by estimation seven cottahs, seven chittacks and twentyfour sq.ft. situate lying at and being premises No.10 Chowranghee Lane bearing holding No.31 in Block No.17 of the South Division of the town of Calcutta and butted and bounded on the North and East by premises No.11 Chowranghee Lane on the South by premises No.9, Chowranghee Lane and on the West by Chowranghee Lane.





3. To show the several piece or parcel of land to be built with structures brick built or otherwise standing wherein all situate in the mauzas or villages herein below set out in tabular form in the District of Murshidabad within Thara Tiajanj, Sub-Registration office Lalbagh fully and particularly described hereunder : -

S.No.	Mouza or Village.	J.L. No.	Touzi No.	Fhatian No.	Dag No.	Area.	Annual rent of whole holding.	Nature of rent, & holding.	Rent or cess payable to :	Northern boundary.
1.	Buranaigar					145	586	1.74	7/12	7/12
2.	-do-					1	530 565	.12	cess -/-/c	cess -/-/c
3.	-do-					1	642	.26	cess -/-/-	cess -/-/-
4.	-do-	40	252	53	(611 612)	6.01	10/5/- .26	10/5/-	Permanent Occupancy right (Ladhyasatha Chirasthayee)	Maharaja Jagadindra Rai Rai Bahadur.
5.	Bahadurpur	15	259	148	353	1.11	1/-	1/-	Maharaja Jasul Kanta Achariya Chowdhuri.	Lokarari.
6.	-do-	15	259	147	351	1 acre	1/-	1/-	-do-	-do-
7.	-do-	15	259	95 (329 2.30)	.94	3/-	3/-	Kavat Lokarari Rai Surendra Narayan Singh Bahadur.	" " Kanilal Own Jars'ens.	
8.	-do-	15	259	96	327	.28	2/6/-	2/6/-	-do-	Land of mouza Kaslitganj.
9.	-do-	15	259	94	325	.97	3/-	3/-	-do-	Road.
10.	-do-	15	259	93	326	.53	10/-	10/-	-do-	Yard of Mani Hali.

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					Rai Surendra Narayan Singh. Bahadur.	Rai Surendra Narayan Singh. Bahadur.
-do-	-do-	-do-	-do-	-do-	Rai Chand Rakata.	Rai Chand Rakata.
13. Fasih Janj	62291	22	134	1.93	4/8/-	4/8/-
14.	-do-	6231	24	213	.79	1/-
15.	-do-	62291	23	214	.86	2/8/-
16.	-do-			215	1.46	3/3/-
17. Guizarai.	14121	25	3	.55		Right free nishkar. Rai Surendra Narayan Singh. Bahadur.
18. Jata Singh	2	43	47	.68	15/12/3	8/4/3 Right nishkar.
19.	-do-	598	42	.45	.51	9/14/-
20.	-do-	565	47	.46	.47	8/-
21.	-do-	562	152	.2	2/4/-	2/4/- Constantine Singh. Nishkar.
22.	-do-	25	158	.5	5/11/7	5/11/7
23.	-do-	22	157	(421 .9)	4/8/-	4/8/-
24.	-do-	252	153	* .22	9/15/-	9/15/-
25.	-do-	262	150	.12	15/10/7	15/10/7 Permanent occupancy right.

IN WITNESS WHEREOF -

- 20 -

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

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

Ramjit Singh Nahar  
Solicitor, Calcutta.

Surendra Nath Banerjee  
5, Indian Mirror Street  
Calcutta

- ✓ 1. Jay Singh Nahar  
✓ 2. Jyoti Kumar Nahar by the pen of Jay Singh Nahar father and natural guardian  
✓ 3. Binan Kumar Nahar by the pen of Jay Singh Nahar father and natural guardian  
✓ 4. Ajay Singh Nahar  
✓ 5. Ashoke Kumar Nahar by the pen of Ajay Singh Nahar father and natural guardian  
✓ 6. Kiran Singh Nahar  
✓ 7. Dip Singh Nahar  
✓ 8. Balbir Singh Nahar  
✓ 9. Tarun Singh Nahar by the pen of Kiran Singh Nahar brother and natural guardian  
✓ 10. Sajan Singh Nahar  
✓ 11. Bhagwan Singh Nahar by the pen of Sajan Singh Nahar  
✓ 12. The and natural guardian son

Her mark PC

Mahesh Kumar  
by the pen of Ramjit Singh Nahar  
Explained by me to  
Smt. Mahesh Kumar  
Ranabir.

J. D.  
Registrar of Calcutta

11.3.12  
Registrar of Assurances  
Kolkata



RECEIVED of and from the withinnamed party of the first part the sum of Rs. 19,000/- (Rupees Nineteen thousand only) as per Memo of consideration by way of owelty and in satisfaction and in lieu of the share of the party of the second part in the immoveable properties comprised in these presents. . . .

Rs. 19,000/-

MEMO:  
By 190 (one hundred and ninety) pieces Reserve Bank of India notes each of Rs. 100/- (Rupees One hundred). . . .

Rs. 19,000/-

Total . . . Rs. 19,000/-

Witnesses -

R. D. Sahai

S. Banerjee

Goy Sing Nahar  
Ashoke Kumar Nahar by the ben of  
Goy Sing Nahar father and natural guardian

RECEIVED of and from the withinnamed parties of the third part the sum of Rs. 39,000/- (Rupees Thirtynine thousand only) as per Memo of consideration by way of owelty and in satisfaction and in lieu of the share of the parties of the second part in the immoveable properties comprised in these presents. . . .

Rs. 39,000/-

Memo:  
By 390 (three hundred and ninety) pieces Reserve Bank of India notes each of Rs. 100/- (Rupees One hundred). . . .

Rs. 39,000/-

Witnesses -

R. D. Sahai

S. Banerjee

Total . . . Rs. 39,000/-

Goy Sing Nahar  
Ashoke Kumar Nahar by the ben of  
Goy Sing Nahar father and natural guardian

RECEIVED of and from the withinnamed parties of the fourth part the sum of Rs. 28,000/- (Rupees Twenty-eight thousand only) as per Memo of consideration by way of owelty and in satisfaction and in lieu of the share of the parties of the second part in the immoveable properties comprised in these presents. . . .

Rs. 28,000/-

MEMO:  
By 280 (two hundred and eighty) pieces Reserve Bank of India notes each of Rs. 100/- (Rupees One hundred). . . .

Rs. 28,000/-

Total . . . Rs. 28,000/-

Witnesses -

R. D. Sahai

S. Banerjee

Goy Sing Nahar  
Ashoke Kumar Nahar by the ben of  
Goy Sing Nahar father and natural guardian

Filed for registration at 11-15 A.M.

at the Registration office  
on the 20<sup>th</sup> day of July 1946

by Ajoy Singh Nahar, one of the Executants

Ajoy Singh Nahar

N. Harg

Registrar of Valuers

No. 7

A copy has been filed

by Ajoy Singh Nahar for self and as natural guardian of Ashoke Kumar Nahar  
and Dip Singh Nahar and as natural  
guardian of Ashoke Kumar Nahar and  
Kiran Singh Nahar and as brother and natural  
guardian of Ranjeet Singh Nahar

Ajoy Singh Nahar for self  
and as father and natural  
guardian of Ashoke Kumar Nahar.

Kiran Singh Nahar for self  
and as brother and natural  
guardian of Tirumal Singh Nahar.

Dip Singh Nahar

Pait Singh Nahar

Sajan Singh Nahar for  
self and as brother and  
natural guardian of  
Bhajan Singh Nahar.

By cause .....  
By profession .....  
  
A copy has been filed  
by Ajoy Singh Nahar for self and as natural  
guardian of Ashoke Kumar Nahar  
and Dip Singh Nahar and as natural  
guardian of Ashoke Kumar Nahar and  
Kiran Singh Nahar and as brother and natural  
guardian of Ranjeet Singh Nahar  
and Dip Singh Nahar and as natural  
guardian of Ashoke Kumar Nahar and  
Kiran Singh Nahar and as brother and natural  
guardian of Ranjeet Singh Nahar and  
Bhajan Singh Nahar and as natural  
guardian of No. 5 ...  
Hiru  
Abdul Gafur, Jinn Doss  
Zamindar

21.3.12

Registrar of Assurances  
Kolkata

Ranjeet Singh Nahar

Impressions of the  
executants dispensed with

Legally  
Ranjeet Singh Nahar

By cause .....  
By profession .....

Abdul Gafur, Jinn Doss  
Zamindar

N. Harg  
Registrar of Valuers

Having visited the residence  
of....  
Son of....  
by caste....  
by profession.....

I have this day examined the  
said.....~~my wife~~ and her her known widow of  
who has been identified to my  
satisfaction by ~~Shriji~~ ~~Shriji~~  
son of ~~Shriji~~ ~~Shriji~~ resident  
of ~~Shriji~~ ~~Shriji~~ by caste.....  
by profession..... and the  
said.....~~my wife~~ admitted  
(or denied) the execution of  
this power (or document). for self and as for the next.

(or denied) the execution of  
this power (or document). for self and as far as no child  
17  
minor of the minor Jyoti Kumar  
Nahar & Biman Kumar Nahar  
and the said two by power  
also committed the execution of this  
Jay Singh Nahar  
for self and guardian  
for Jyoti Kumar Nahar  
& Biman Kumar Nahar

Morohor Kumari  
By the pen of  
Kenja Meheri Nitra

Kunija Beharie-Milne

A  
21-3-11  
Registrar of Assurances  
Kolkata

Having visited the residence  
of Jay Singh Nahar  
Son of Lala Bhawani Singh Nahar  
of 5, Lala Mani Chakraborty, Calcutta  
by caste.....  
by profession.....

I have this day examined the  
said..... and know her known widow of  
who has been identified to my  
satisfaction by..... but Bhawani Singh Nahar  
son of..... resident  
of..... By caste.....  
by profession..... and the  
said..... admitted  
(or denied) the execution of  
this power (or document). for self and as father needed.

"I declare in the presence of the minor Jitendra  
Nahar & Biran Kumar Nahar,  
and the said widow further  
also committed the execution of this  
Jay Singh Nahar document.  
for self and guardian  
for Jyoti Kumar Nahar  
& Biran Kumar Nahar



Thumb impression of the  
executant is attached with.

C 216  
Monohor Kumari  
By the pen of  
Kunja Behari Mitra

Recd. 10th Aug. 66

Kunja Behari Mitra

DATED THIS 19<sup>th</sup>

1946.

161 SG-31  
80  
212 - 238  
480/-  
1946.

80  
212 - 238  
480/-  
1946.

80  
212 - 238  
480/-  
1946.



REBETWEEN  
JAY SINGH NAHAR & ORS. vs. PARTIES,  
AJOY SINGH NAHAR & ORS. vs. PARTIES,  
KIRAN SINGH NAHAR & ORS. vs. PARTIES,  
AND  
SAJAN SINGH NAHAR & ORS. vs. PARTIES.

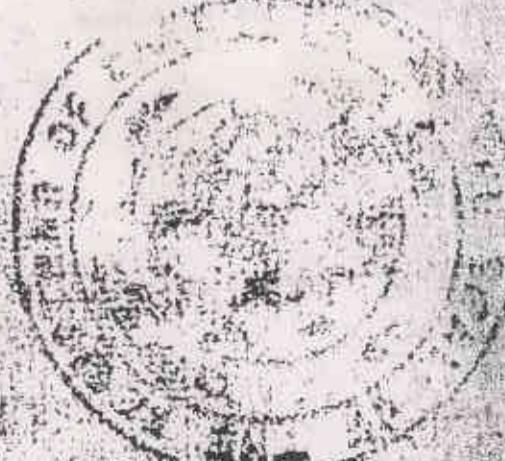


Cal-Car  
as

FILED OF PARTIES

Filed by plaintiff or defendant  
Suit No. 47 of 1946  
marked Exhibit 3(a) on  
Admitted in evidence.

For  
Naresh of Talbagh.



8976899412158  
(1946-4)  
Ahu  
15/5/47  
I. D. D. Collector, Calcutta  
Ran  
(1946-4)

NAHAR & DUTTA  
S. C. D. & CO.  
18, OLD POST OFFICE STREET, CALCUTTA.

2/2/47

Smell of,

21.2.12  
Registrar of Assurances  
Kolkata