1708/1970

MANAGEMENT BELLEVIEW STATES the Sweet Thousand Act duly staround or evenings from or deal not machine your pour the Indian Street Act, 1809 Schodule L A. Ro Two public on violate to deserte 19.9.70. ur

ta

br

THIS INDENTURE made this 16th day of September One thousand Nine hundred Seventy BETWEEN CHITTA RANJAN

DUTT, son of late Lalit Mohan Dutt, deceased by caste Hindu, Indian National, by occupation Service and Business residing at 21A, Debnarain Das Lane, at Shambazar, in the town of Calcutta of the First Part (which expression unless repugnant to the context shall include his heirs, executors, administrators, representatives and assigns) and SM. NANDITA DUTT wife of said Chitta Ranjan Dutt by caste Hindu Indian National by occupation Housewife residing at the aforesaid 21A, Remarks Debnarain Das Lane at Shambazar, in the town of Calcutta of the Second Part (which expression unless repugnant to the context shall include her heirs, executors, administrators, representatives and assigns) WHEREAS by a Bengali Deed of Sale dated the 19th June, 1956 registered with the Sub-

Registrar of Chandernagore, in Book I, Volume 5, Pages 205

43093 LICENSED STAMP VENDOR W Motorstand Ris to consumply 19. 7. at the Chandernagers Ach-Rociety Office by Futt one Low Witnessening march Johnson Chiba Ranjon Dut Fanna læl sin

0)

-2-

to 299, Being No. 291 for the year 1956 the parties hereto of the First Part and Second Part jointly purchased a piece and parcel of land containing an area more or less nine cottas nd with a dilapidated brick built structure standing and appertaining to Dag No. 449 of R.S. Khatian No. 278 situate at Bagbazar, Police Station Chandernagore within the Municipal Corporation of Chandernagore in the District of Hooghly more particularly described in the First Schedule hereunder written AND WHEREAS the said parties hereto of the First Part and Second Part are feeling much inconvenience in the enjoyment of the said land mentioned in the First Schedule hereunder written AND WHEREAS the said parties hereto of the First Part and Second Part have agreed to amicable partition of the said land described in the said First Schedule hereunder written AND WHEREAS the said parties have got the said land duly valued and partitioned into two separate plots by a qualified Surveyor AND WHEREAS the said Surveyor has partitioned the said land into two separate plots being Lot No. A measuring more or less Four Cottas Twelve Chittacks Thirtyseven Square Feet and valued at Rs. 5000/- (Rupees five thousand) and Lot No. B measuring Three Cottas Thirteen Chittacks having dilapidated structure thereon and valued at

ta

0-

Chitta Panjan Bult

Rs. 5000/- (Rupees five thousand) which are coloured Red and Yellow respectively in the Map or Plan prepared by him AND WHEREAS it has been agreed that the portion of the said land marked Lot A and coloured Red in the said Map or Plan should belong to the said Sm. Mandita Dutt the party of the Second Part in severalty and absolutely and the portion of the land marked Lot B and colour ed Yellow in the said Map or Plan should belong to the said Chitta Ranjan Dutt the party of the First Part in severalty and absolutely NOW THIS INDENTURE WITNESSETH that for effectuating the said partition and in consideration of the said premises the said Chitta Ranjan Dutt doth hereby grant and convey unto the said Sm. Nandita Dutt her heirs and assigns ALL THAT his undivided share or interest in All That the divided portion of the said land being the piece and parcel of land measuring more or less Four Cottas Twelve Chittacks and Thirtyseven Square Feet marked Lot A and coloured red in the map or plan hereto annexed and valued at Rs. 5,000/- (Rupees five thousand) and fully described in the Second Schedule hereunder written TOGETHER WITH all manner of rights and privileges easement advantages appendages and appurtenances whatsoever to the said Lot A or any part thereof And All the estate right title interest property claims and demand whatsoever both at law and equity of him the said Chitta Ranjan Dutt into and upon the same or any part thereof To Have And To Hold the said Lot A of the land described in the Second Schedule hereunder written and every part thereof unto and to the use of the said Sm. Nandita Dutt her heirs executors administrators and assigns absolutely in severalty and for ever And the said Sm. Nandita Dutt doth hereby grant and convey unto the said Chitta Ranjan Dutt his heirs and assigns ALL THAT her undivided share or interest in ALL THAT the divided portion of the said land being the piece and parcel of land measuring more or less

Three Cottas and Thirteen Chittacks marked Lot B and coloured Yellow in the Map or Plan hereto annexed and valued at Rs. 5000/-(Rupees five thousand) and fully described in the Second Schedule hereunder written together with dilapidated structure, standing thereon and all manner of rights privileges easement advantages appendages and appurtenances whatsoever to the said Lot B or any part thereof AND ALL the estate right title interest property claim and demand whatsoever both at law and equity of her the said Sm. Nandita Dutt into and upon the same or any part thereof TO HAVE AND TO HOLD the said Lot B of the said land described in the Second Schedule hereunder written and every part thereof unto and to the use of the said Chitta Ranjan Dutt his heirs executors administrators and assigns absolutely in severalty and for ever AND the said Chitta Ranjan Dutt and Sm. Nandita Dutt for themselves and their respective heirs executors administrators and assigns hereby covenant with each other and their respective heirs executors administrators and assigns that each of them and their respective executors representatives and assigns shall and at all times hereafter peaceably and quietly hold possess and enjoy the Plots divided of the said land described in the First Schedule hereunder written and allotted to them respectively and receive the rents issues and profits respectively without any lawful eviction interruption claim demand whatsoever from or by the other or any person lawfully and equitably claiming from under or in trust for any of them respectively AND that free from all claims charges liens debts attachments and encumbrances whatsoever made or suffered by them respectively or any person or persons lawfully and equitably claiming as aforesaid AND FURTHER THAT each of the said Chitta Ranjan Dutt and Sm. Nandita Dutt and all persons having or lawfully or equitably claiming any estate or interest in the said land described in the First Schedule hereunder written or any part thereof from under or in trust for them respectively shall and will from time to time and at all times hereafter at the request and costs of other or his or her heirs executors administrators and assigns do and execute or cause to be done and executed all such acts deed and things whatsoever for further and more perfectly assuring his or her Lots respectively hereby granted conveyed and assured in the manner aforesaid as shall or may be reasonably required AND IT IS MUTUALLY AGREED AND DECLARED BY AND BETWEEN the Parties as follows:

That the strip of land measuring more or less 1. Fifteen Chittacks twentyfour square feet coloured Breen in the plan annexed hereto commencing from the Station Read in the South and running upto the boundary of the Lot A in the North by t the western side of the Plot of land appartaining to Dag No. 3294 of the French Settlement Cadastral Plan and Dag No. 450 of R.S. Khatian No. 278 and also by the western side of the Lot B is the common passage of both the Lot A and Lot B. Both the parties shall have right to use the common passage for ingress and egress to their respective Lots and shall be entitled to take through the common passage underground drain and water connection and electric connection. The parties shall always keep the common passage in good condition and clean and any of the parties digging or disturbing the passage for the aforesaid purposes shall repair it at his or her costs. Such strip of land shown in the map or plan annexed hereto and coloured green is as commencing from Station Road in the South, partly six feet six inches in width upto fortytwo feet in length and

partly, as continuing thereafter, six feet in width upto further Seventyone feet in length (i.e. being one hundred and thirteen feet in total length) and it has been further agreed that the said common passage shall remain in aforesaid width and total length at all times.

- 2. That the parties shall put up boundary walls on their respective Lots within one year from the execution of these presents.
- That all the deed relating to the said land described in the First Schedule hereunder written including the original of these presents shall remain in the custody of the said Chitta Ranjan Dutt allottee of Lot B hereof and he and his heirs executors administrators representatives and assigns unless prevented by fire or any other irresistible accident shall from time to time and at all times hereafter upon every reasonable request of the said Sm. Nandita Dutt allottee of Lot A and her heirs executors administrators representatives and assigns produce of cause to be produced to her or her authorised agent at any trial hearing commission examination or otherwise as occasion shall require all or any of the deeds and writings mentioned in the Schedule hereunder written for the purpose of showing her title to her Lot hereby granted and conveyed to her.

First schedule wikkes within referred to:

ALL THAT the piece and parcel of land containing more or less Nine cottas of land with a dilapidated brick built structure standing thereon situate at Bagbazar Police Station Chandernagore in the District of Hooghly under Dag No. 3293 (Three thousand two hundred Nime tythree) according to French Settlement Cadastral Plan and appertaining to present R.S. Khatian No. 278 (Two Hundred Seventyeight) Dag No. 449 (Four Hundred Fortynine) of Mouza Chandernagore being 0.149 acres (one hundred fortynine satak) equal to more or less nine cottas of land and for which annual rent payable to the Collector of Hooghly is Rs.2/14 and butted and bounded as follows:-

On the North : by R.S. Dag No. 456.

On the South: by Route de Colchini at present Station Road and Dag No. 3294 of French Settlement Cadastral Plan and present R.S. Dag No. 450.

On the East: by Dag No. 3291 of French Settlement Cadastral
Plan and present R.S. Dag No. 451.

On the West: by Dag No. 3295 and Dag No. 3296 of French
Settlement Cadestral Plan and present R.S.

Dags Nos. 448, 854 and 855.

SECOND SCHEDULE WITHIN REFERRED TO :

Lot A.

All That the piece and parcel of land measuring more or less Four cottas Twelve Chittacks and Thirtyseven square feet marked Lot A and coloured Red in the map or Plan annexed hereto situate at Bagbazar Police Station Chandernagore in the District of Hooghly appertaining to R.S. Khatian No. 278 (Two Hundred and Seventyeight) Dag No. 449 (Four Hundred Fortynine) of Mouza Chandernagore bounded as

on the North by R.S. Dag No. 456

On the South by Lot B and aforesaid common passage as shown in the plan annexed hereto,

On the East by Dag No. 3291 of French Settlement Cadastral Plan and present R.S. Dag No. 451,

On the West by Dags Nos. 3295 and 3296 of French Settlement

Cadastral Plan and present R.S. Dags Nos. 448,

854 and 855.

Lot B.

All That piece and parcel of land measuring more or less Three Cottas Thirteen Chittacks with dilapidated structure standing thereon marked Lot B and coloured yellow in the map or plan situate at Bagbazar Police Station Chander-nagore in the District of Hooghly appertaining to R.S. Khatian No. 278 (Two hundred Seventyeight) Dag No. 449 (Four Hundred Fortynine) of Mouza Chandernagore bounded as follows:-

On the North by Lot A,

On the South by Dag No. 3294 of French Settlement Cadestral Plan and present R.S. Dag No. 450,

On the East by the aforesaid common passage as shown in the plan annexed hereto,

On the West by Dag No. 3296 of French Settlement Cadastral
Plan and present R.S. Dag No. 855.

another to Sm. Nandita Dutt and another dated the 19th June, 1956,

2. "Extrait du Plan Cadastral" of Chandernagore (French Settlement) No. 868 dated 19th June, 1952.

IN WITNESS WHEREOF the Parties hereto of the First and Second Parts have put their signatures on the day month and year first above written.

Tapan Kumar Nag. 1 86/1 B, Akhil Mintry Love Calculta- 9.

Namora Sulal Sursa Vandila Sull.

Plants. projec comAlipar, Celente:

293 OF FRENCH SETTLEMENT CADASTRAL PLAN No -449 OF PRESENT R.S. KHATIAN No. 278- (SHEET-11) BAZAR MOUGA & P.S. CHANDER NAGORE

LOT-A LOT-B

DRAWN BY - A. GOSWAMI L. No .- 1466

STATION ROAD

SCALE-1=20

AREA - 0 LOT-A - 4-12-37

DO - O LOT-B- 3-13-0

DO- O PASSAGE- 0-15-24.

DN

Shitta Ranjan Dutt.

Wellings!
N. D. Kinst.
ban Kumas Nan



