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11-10-85

See balance sheet
A-26-25
E-6-25
3-55
11/17-25
11/17-3
117



A-26-25
E-6-25
3-55
11/17-25
11/17-3
117

Signature

Particular Agent
3000

THIS INDENTURE made this 11th day of October One thousand nine hundred and eighty five BETWEEN JATINDRA CHANDRA BARDHAN, son of late Kula Charan Bardhan, residing at G/O.- Mukul Nandy, Atul Datt's Bagan, Pallisree, PO. Parnasree Fally, Behala, Calcutta-60, by faith Hindu, by occupation Retired Service, hereinafter called the "First Party" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs executors administrators representatives and

2/ 3/853. Tapan Sil

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~~At the~~ ~~of~~ ~~the~~ ~~Registrar~~

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28/9/85



J. S. [Signature]
11.10.85

Specimen of
at the
On the
by

Rs 50 PM.

Jatindra Chandra Baddhan
Calcutta

Jatindra Chandra Baddhan

9532

Jatindra Chandra Baddhan

1) *Jatindra Chandra Baddhan*
of late *Kula Charan Baddhan*
of the *Muslima Nandy Hiti* district
Boysa Bihak to *Hindu*
returned *amic* and

9533

Gitasni Baddhan

2) *Gitasni Baddhan* of
late *Shivendra Ch. Baddhan*
of 32 B, Old *Bakpura*
and *Lam...* *Hindu*
since

Tapan Sil
7, Old P.O. St
Calcutta

Tapan Sil
Bhadrak

[Signature]
11.10.85



and assigns
daughter of
Major B.N.T
with Hindu,
"Second Part
repugnant to
executors ad
Second Part

purchased on
of Farmshare
the Co-operat

Samiti offers
to its member

approached to



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and assigns) of the First Part and MISS. GITASHI BARDHAN daughter of Late Dhirendra Chandra Bardhan, residing at C/O... Major R.K. Roy, 333, Old Ballygunge 3rd Lane, Calcutta-18, by faith Hindu, by occupation Service, hereinafter called the "Second Party" (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs - executors administrators representatives and assigns) of the Second Part

WHEREAS one Babindra Chandra Bardhan purchased one ordinary share of Rs.100/- being share No.69 of Parnashree Pally Samavaya Samiti Limited (registered under the Co-operative Societies Act, West Bengal) in the year 1960

AND WHEREAS the said Parnashree Pally Samavaya Samiti offered some plots of lands for sale located at Behala to its members.

AND WHEREAS the said Babindra Chandra Bardhan approached to the said Samiti for purchase of Plot No. 170

measuring

Dr. Baidyan
Chandra Bardhan
only Hindu
Hindu
and
Dr. Baidyan
Chandra Bardhan
only Hindu
Hindu
and

Plot No. 170
P.O. 51

27/

31853 Tapan Sil

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3.

measuring more or less 4.76 Cottahs in and out of the said plots of land.

AND WHEREAS by an Agreement dated 9th May 1962 the said Samiti agreed to sell the said plot, being No. 170 forming part of C.S. Plot No. 662 measuring 4 Cottahs 12 Chattach and 7 square feet be the same a little more or less in Mouja Behala, J.L. No. 2, Khatian No. 66, within the south Suburban Municipality to Rabindra Chandra Bardhan.

AND WHEREAS the said Rabindra Chandra Bardhan by a declaration of nominee dated 4th July 1967 appointed his three brothers, namely, Dharendra Chandra Bardhan, Kshitindra Chandra Bardhan and Jatindra Chandra Bardhan as his nominees to his share and other interest in the said Parnashree Pally Samavaya Samiti Ltd. and the said Rabindra Chandra Bardhan died on 12th January 1972 and after his death the said Samiti transferred the said agreement and the relevant share in the names of the said nominees, Dharendra Chandra Bardhan, Kshitindra Chandra Bardhan and Jatindra Chandra Bardhan.

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28/9/85



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AND WHEREAS by a Deed of Conveyance dated 26th July, 1974 made between Parnashree Pally Samawaya Samiti Limited and - Dhirendra Chandra Bardhan, Kshitindra Chandra Bardhan and - Jatindra Chandra Bardhan, and registered in the Alipore District Sub-Registration Office in Book No.1, Volume No. 146, Pages 144 to 151, Being No. 5574 in the year 1974, the said Dhirendra Chandra Bardhan, Kshitindra Chandra Bardhan and Jatindra Chandra Bardhan purchased the said plot of land being No. 170, from the said Samiti for the consideration mentioned therein.

AND WHEREAS the said Dhirendra Chandra Bardhan died intestate on 31st January, 1976, leaving his widow Sm. Sulekha Bardhan and a daughter Miss. Gitasri Bardhan, the second party herein as his heiresses and legal representatives.

AND WHEREAS the said Kshitindra Chandra Bardhan died intestate on 3rd December 1977 leaving him surviving his only brother Jatindra Chandra Bardhan, as his only heir and legal representative under the Hindu Succession Act, 1956.

AND WHEREAS after the death of the said Kshitindra Chandra Bardhan, the said Jatindra Chandra Bardhan has become entitled to undivided 1/3rd share of the said Kshitindra Chandra Bardhan in the said plot of land, being No. 170, as his only heir and legal representative under the Hindu Succession Act, 1956.

AND WHEREAS the said Sm. Sulekha Bardhan, widow of the said Dhirendra Chandra Bardhan died intestate on 2nd July, 1982, leaving her surviving her only daughter Miss. Gitasri Bardhan, the Second Party herein.

AND WHEREAS after the death of Dhirendra Chandra Bardhan and Sm. Sulekha Bardhan, the said Miss. Gitasri Bardhan,

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Registrar of Assurances
Calcutta

the second party herein has become entitled to undivided 1/3rd share of the said plot of land, being No. 170.

AND WHEREAS in the circumstances aforesaid, the said Jatindra Chandra Bardhan, the first party herein and Miss. - Gitasari Bardhan the second party herein are now seized and possessed of and are otherwise well and sufficiently entitled to the said plot of land, being plot No. 170 in Mouja Behala, within the Municipal Corporation of Calcutta, South Suburban Unit and the tax payable to Municipal Corporation is Rs. 2 '70 per quarter, measuring about 4 Cottahs 12 Chittacks and 7 seven square feet be the same a little more or less more fully described in the First Schedule hereto free from all encumbrances in the following shares, that is to say :-

Jatindra Chandra Bardhan (the first party herein) is entitled to an undivided 2/3rd share.

A n d

Miss. Gitasari Bardhan (the second party herein) is entitled to an undivided 1/3rd share.

AND WHEREAS the said Jatindra Bardhan, the first party herein and the said Miss. Gitasari Bardhan, the second party herein being desirous of effecting an amicable partition of the said plot of land between themselves by metes and bounds for the convenience of their use and occupation thereof, have got the said land valued and framed a scheme of partition as hereinafter expressed and the parties hereto have agreed to and accepted the scheme of partition.

AND WHEREAS it has been agreed by and between the parties

parties

- (a) that the divided and demarcated Northern portion of the land tenement hereditaments and premises, being plot No. 170 in Mouja Behala described in the part I of the Second Schedule hereto and shown in the map or plan annexed hereto and thereon bordered "Red" and marked as Lot "B" shall be allotted to the said Jatindra Chandra Bardhan, the first party herein in severalty and the present value thereof has been assessed at Rs. 6,000/- (Rupees Six thousand only);
- (b) that the divided and demarcated Southern portion of the land tenement hereditaments and premises, being plot No. 170 in Mouja Behala, described in part II of the Second Schedule hereto and shown in the map or plan hereto annexed and thereon bordered "Green" and marked as Lot "A" shall be allotted to Miss. Gitasri Bardhan, the second party herein-in severalty and the present value thereof has been assessed at Rs.3,000/- (Rupees Three thousand only).

NOW THIS INSTRUMENT WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the transfers, covenants assurances and releases hereby made by the said Jatindra Chandra Bardhan unto and in favour of the said Miss. Gitasri Bardhan, she the said Miss. Gitasri Bardhan doth hereby grant transfer convey assure and release unto the said Jatindra Chandra Bardhan All That the undivided $\frac{1}{3}$ rd part or share of Miss. Gitasri Bardhan in All That divided and demarcated Northern portion of land tenement hereditaments and premises, being -
plot

plot No. 170 in Mouja Behala described in part I of the Second Schedule hereto and delineated and shown in the map or plan hereto annexed and thereon bordered "Red" and marked as Lot "B" free from all encumbrances together with all fixtures fittings ancient or other lights paths passages sewers drains water courses advantages easements and appurtenances whatsoever to the said portion or part thereof belonging or which now are or heretofore was or were held used occupied or enjoyed therewith and the reversion or reversions remainder or remainders rents issues profits thereof AND all the estate right title interest use trust property claim and demand whatsoever both at law and in equity of the said Miss. Gitasri Bardhan in to and upon the same or any part thereof TO HAVE AND TO HOLD the same unto and to the use of the said Jatindra Chandra Bardhan, his heirs executors administrators representatives and assigns in severalty absolutely and forever.

AND THIS INDENTURE FURTHER WITNESSETH that in pursuance of the said agreement and in consideration of the transfers covenants assurances and releases hereby made by the said Miss. Gitasri Bardhan unto and in favour of the said Jatindra Chandra Bardhan, he the said Jatindra Chandra Bardhan doth hereby grant transfer convey assure and release unto and to the said Miss. Gitasri Bardhan All That the undivided 2/3rd part or share of Jatindra Chandra Bardhan in All That divided and demarcated Southern portion of the said hereditaments and premises, being plot No. 170 in Mouja Behala described in part II of the Second Schedule hereto and delineated and shown in the map or plan annexed hereto and thereon bordered "Green" and marked as Lot "A" free from all encumbrances Together with like share in all former fixtures fittings

fittings ancient or other lights paths passages sewers drains water courses advantages easements and appurtenances whatsoever to the said portion of the said premises being plot No. 170 belonging or which now are or heretofore were or was held used occupied or enjoyed therewith and the reversion or reversions remainder or remainders rents issues and profits thereof AND all the estate right title or interest use trust possession property claim or demand whatsoever of the said Jatindra Chandra Bardhan in to and upon the same and every part thereof TO HAVE AND TO HOLD the same unto and to the use of the said Miss. - - Gitasri Bardhan, her heirs executors administrators representatives and assigns in severalty and for ever.

THIS INDENTURE FURTHER WITNESSETH that the said Jatindra Chandra Bardhan and Miss. Gitasri Bardhan do hereby covenant with each other that notwithstanding any act deed or thing done by the said Jatindra Chandra Bardhan and Miss. Gitasri Bardhan respectively done or executed or knowingly suffered to the contrary that the said Jatindra Chandra Bardhan and Miss. Gitasri Bardhan respectively now have good right full power and absolute authority to grant release and transfer their respective share in the said hereditaments and premises being plot No. 170 in Mouja Bahula hereby released transferred expressed or intended so to be in the manner aforesaid and that the said Jatindra Chandra Bardhan and Miss. Gitasri Bardhan respectively shall and at all times hereafter may possess and enjoy the said respective - different portion in the said land hereditaments and premises allotted to them respectively and that free from all encumbrances

AND IT IS FURTHER ACKNOWLEDGED AND DECLARED by and between

the

by parties that the original title deeds relating to the said premises, being plot No. 170, in Mouja Behala shall remain in the possession of the said Jatindra Chandra Bardhan, his heirs executors administrators and assigns shall at the request of the said Miss. Gitasri Bardhan, her heirs executors administrators and assigns produce or cause to be produced the same for inspection of the same by Miss. Gitasri Bardhan, her heirs executors administrators and assigns.

The First Schedule above referred to:

A L L T H A T piece or parcel of revenue free land being plot No. 170 forming part of C.S. Plot No. 662, measuring four Cottahs Twelve Chittacks and Seven square feet be the same a little more or less in Mouja Behala, J.L.No. 2, Khatian No. 66 within the Calcutta Municipal Corporation, South Suburban Unit, Holding/Assesses No. of the said Plot being $\frac{89}{15}$, Ward No. III, Book No. 150, under P.S. Behala, District 24 Parganas and District Sub-Registry Office Alipore and butted and bounded in the manner following - that is to say - On the N o r t h by Samiti Plot Nos; 203 and 204., on the E a s t by Samiti Plot No. 169, on the S o u t h by Parnashree Pally Road and on the W e s t by Samiti Plot No. 171. OR HOWSOEVER OTHERWISE butted bounded called known numbered described or distinguished.

The Second Schedule above referred to.

Part - I.

(Description of the land allotted to Jatindra Chandra Bardhan).

A L L T H A T divided and demarcated piece or parcel

parcel of revenue free land being Northern portion of premises, being Plot No. 170 forming part of C.S. Plot No. 662, measuring Three Cottahs Two Chittacks and 35 (thirty five) square feet be the same a little more or less in Mouja Behala, J.L.No. 2, Khatian No. 66 within the Calcutta Municipal Corporation, South Suburban Unit, Holding/Assessee No. 88¹⁵, Ward No. III, Book No. 150, delineated and shown in the map or plan hereto annexed and thereon bordered "Red" and marked as Lot "B", under P.S. Behala, District 24-Parganas, District Sub-Registry Office Alipore and butted and bounded in the manner following, that is to say - on the N o r t h by Samiti Plot Nos. 203 and 204, on the E a s t by Samiti Plot No. 169, on the S o u t h partly by Lot "A" and partly by Parnashree Pally Road and on the W e s t by Samiti Plot No. 191 OR HOWSOEVER OTHERWISE butted bounded called known numbered described or distinguished.

The Second Schedule above referred to.

P a r t - II.

(Description of the land allotted to Miss. Gitasri
Bardhan.


A L L T H A T divided and demarcated piece or parcel of revenue free land being Southern portion of premises, being plot - No. 170 forming part of C.S. Plot No. 662, measuring One Cottah Nine Chittacks and Seventeen square feet be the same a little more or less in Mouja Behala, J.L. No. 2, Khatian No. 66 within the Calcutta Municipal Corporation, South Suburban Unit, Holding/Assessee No. 88¹⁵, Ward No. III, Book No. 150, delineated and shown in the map or plan hereto annexed and thereon bordered " Green" and marked as

Lot


Lot "A", under P.S. Bahala, District 24 Parganas, District Sub Registry Office Alipore and butted and bounded in the manner following, that is to say, on the N o r t h by Lot "B", on the E a s t by Lot "B", on the S o u t h by Parnashree Pally Road and on the W e s t by Samiti Plot No. 171 OR HOWSOEVER OTHERWISE butted bounded called known numbered described or distinguished.

IN WITNESS WHEREOF the parties hereto of the First and Second Parts have hereunto set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED

at Calcutta in the presence of Jalendra chandra Bardhan 
of : -

Tapau Sil.
Solicitor and Advocate
High Court Calcutta
Amiya Kumar Sil
7, Old Post Office Street
Calcutta - 1.

Sitarsi Bardhan 

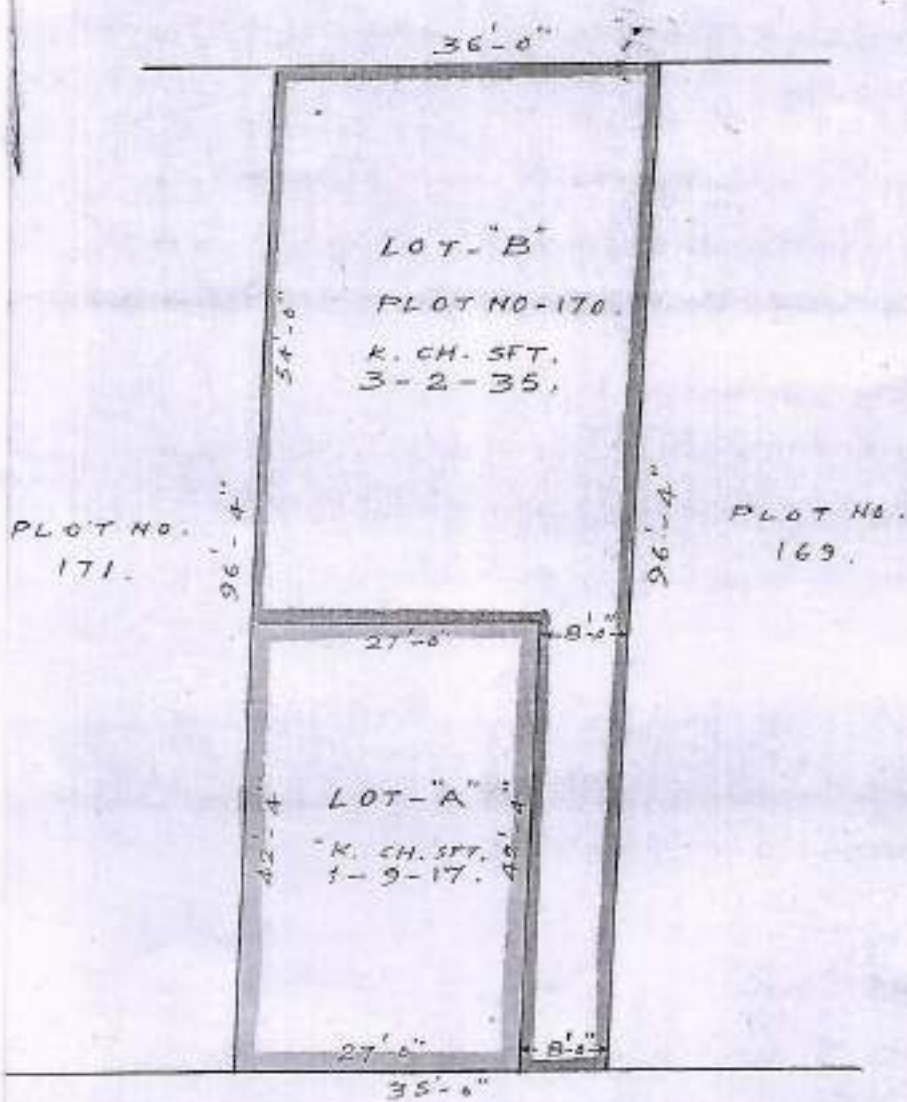
PLAN OF

ASSEESSE NO. $\frac{69}{75}$ PARNASREE PALLY ROAD (I)

BOOK NO. 150, WARD III, CALCUTTA-700060.

SCALE 16' FT = 1" INCH. (FORMERLY PLOT NO. 170)

TOTAL AREA: - 4K. 12 CH. 7 SFT = 4. 76
(FORMERLY TOWN SHIP PLAN OF
PARNASREE PALLY SAMAYAYA SAMITI
LIMITED, BEHALA, SCHEME PLOT NO.
HOUSE OF 169 TO 174)



PARNASREE PALLY ROAD (I)

Gita Sri Basakhan,
Jatinder Chander Basakhan

Witness
Tale El
Amiya Kumar S.C.

A. L. CHANDRA & CO.
CONSULTING ENGINEERS
12, OLD POST OFFICE ST.
CALCUTTA-1.

3
DATED THIS 11TH DAY OF OCTOBER, 1985.

Book No. 335
Volume No. 335
Page 32
1985

JATINDRA CHANDRA BARDHAN - 1st Part.

A N D

MISS. GITABHÍ BARDHAN. - 2nd Part.

241-3



DEED OF PARTITION.

[Signature]
23-10-85



[Signature]
11.10.85

TAPAN SILL
SOLICITOR AND ADVOCATE.
7, OLD POST OFFICE STREET, CALCUTTA.