



No. 46 of 1902-1903

Certified that a Stamp duty amounting to Rupees... Three hundred and sixty seven and annas eight only has been paid on the original.

*[Signature]*

Calcutta, Colliorate. }  
The.. 20th August 1902. } Collector of Stamp Revenue.

*Okul. M. Sankar*

Admissible under Rule 41.  
Oversees stamped under the Indian Stamp Act, Schedule I, No.

Stamp certified by the collector



# THIS INDENTURE

made this the twentieth day of August one thousand nine hundred and two Between Stari

Sarokh Shroff son of Chattrambhuj Shroff, deceased of No. 69 1/2 Cross Street in the town of Calcutta by caste Chattrambhuj Shroff by profession merchant of the first part Mohun Lal Shroff son of Joy Ram son of Harmand of the same place caste and profession of the second part and Arundram Shroff and Sheoram Shroff sons of Harmand Shroff deceased also of the same place caste and profession of the third part whereas the said Arundram Shroff and Sheoram Shroff Stari and Mohun Lal Shroff have been carrying on business in Copartnership as cloth Merchants Shroffs and Commission agents at Calcutta and other places under the name style and firm of Mohun Lal Harmand the said Arundram Shroff and Sheoram Shroff being jointly entitled to one third share thereof the said Stari Baksh Shroff to another one third share thereof and the said Mohun Lal Shroff to the remaining one third share thereof and whereas out of the profits of the said business the said partners purchased amongst other properties a portion of the premises No. 69 Cross Street now separately known and numbered as 69 1/2, 69 3/4 and 69 1/4 Cross Street and more particularly mentioned and described in part I of the Schedule X hereto and delineated in the plan hereto annexed and marked with the letter Y and whereas for the convenience of the said parties hereto they agreed to effect an amicable partition of the premises No. 69 1/2, 69 3/4 and 69 1/4 Cross Street and verbally appointed Rai Harmand Goenka Subadar as the sole arbitrator to make such division and whereas the said Rai Harmand Goenka Subadar made a partition and division thereof and allotted the portion of the said premises marked A in the plan annexed hereto valued at Rs. 4,500 to the said Mohun Lal Shroff and allotted the portion of the said premises marked B valued at Rs. 1,500 to the said Stari Baksh Shroff and allotted the remaining portion of the said premises marked C valued at Rs. 25,000 to the said Arundram Shroff and Sheoram Shroff and whereas the value of the said allotments have been debited against the respective shares of the respective allottees thereof in the said Copartnership business and whereas the said Arundram Shroff and Sheoram Shroff have asked the said Stari Baksh Shroff and Mohun Lal Shroff to execute the necessary Mutual Conveyance in respect of the said

*Part 2  
A III / -  
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Ruppes thirty five thousand to the said Mohumlal Shroff, and allotted the portion of the said premises marked B valued at Rupees fifty thousand to the said Hari Baksh Shroff, and allotted the remaining portion of the said premises marked C valued at Rupees twenty five thousand to the said Arundram Shroff and Sheoram Shroff. and whereas the <sup>difference in</sup> values of the said allotments have been debited by and the names and shares of the respective allottees thereof in the said Copartnership business and whereas the said Arundram Shroff, and Sheoram Shroff, have asked the said Hari Baksh Shroff and Mohumlal Shroff, to execute the necessary Mutual conveyance in respect of the said portion so allotted to them as aforesaid in favour of themselves which the said Hari Baksh Shroff and Mohumlal Shroff, have agreed to do. Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the premises they the said Hari Baksh Shroff, and Mohumlal Shroff, by these presents indefeasibly grant convey transfer and release unto the said Arundram Shroff, and Sheoram Shroff, their heirs, executors, administrators representatives and assigns all that the messuage land hereditaments and premises mentioned and described in the part II of the said Schedule X hereto and marked as C in the said plan hereto or howsoever otherwise the said messuage tenement, land hereditaments and premises now or is or heretofore were or was situate, lentted, bounded, called, known, numbered, described and distinguished together with all houses out houses, or other buildings, erections, fixtures, walls, yards, Courtyards and benefits and advantages of ancient and other lights ways, paths, passages drains, water courses and all and all manner of former and other rights liberties uses, tenements, appurtenances and appurtenances and appurtenances to the said messuage tenement land hereditaments and premises or any part thereof belonging or in anywise appertaining to or with the same or any part thereof, manually held, used, occupied or enjoyed, or reputed to belong or appurtenant thereto and the reversion and reversions remainder and remainders, rents issues and profits thereof, and every part thereof, and all the Estate right title inheritance use trust property, claim and demand what soever both at law and in equity of the said Hari Baksh Shroff, and Mohumlal Shroff, into and upon the said messuage tenement land hereditaments and premises or any or every part thereof, and all deeds, potbooks, muniments writings and evidences of title which in any wise relate to the said messuage tenement land hereditaments and premises or any part or parcel thereof, and which now are or hereafter shall or may be in the custody power or possession of the said Hari Baksh Shroff, and Mohumlal Shroff, their heirs, executors, administrators or representatives or any person or persons from whom he or they or he or they may procure the same without action or suit at law, or in equity. To have and to

hold

hold the said messuage tenement land hereditaments and premises hereby granted sold conveyed and transferred or expressed or intended so to be with their rights members and appurtenances unto and to the use of the said Amundram Shroff and Sheeram Shroff their heirs executors administrators representatives and assigns for ever and the said Staribaksh Shroff and Mohamal Shroff do and each of them doth hereby for themselves and him self their and his heirs executors administrators and representatives covenant with the said Amundram Shroff and Sheeram Shroff their heirs executors administrators representatives and assigns that notwithstanding any act deed or thing whatsoever by the said Staribaksh Shroff and Mohamal Shroff or by any of their or his ancestors or predecessors in title done or executed or knowingly suffered to the contrary they the said Staribaksh Shroff and Mohamal Shroff now have good right full power absolute authority and indefeasible title to grant sell convey and transfer and release the said messuage tenement land hereditaments and premises hereby granted sold conveyed and transferred or expressed or intended so to be unto and to the use of the said Amundram Shroff and Sheeram Shroff their heirs executors administrators representatives and assigns in manner aforesaid AND that the said Amundram Shroff and Sheeram Shroff their heirs executors administrators representatives and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said messuage tenement land hereditaments and premises and receive the rents issues and profits thereof without any lawful excision, interruption claim or demand whatsoever from or by the said Staribaksh Shroff and Mohamal Shroff or any person or persons lawfully or equitably claiming from under or in trust for them or him or from or under any of their or his ancestors or predecessors in title AND that free and clear and freely and clearly and absolutely acquitted exonerated and released or otherwise by and at the costs and expenses of them and him the said Staribaksh Shroff and Mohamal Shroff well and sufficiently indemnified of from and against all and all manner of claims charges liens debts attachments and incumbrances whatsoever made or suffered by the said Staribaksh Shroff and Mohamal Shroff or any of them or his ancestors or predecessors in title or any person or persons lawfully or equitably claiming as aforesaid AND further that they the said Staribaksh Shroff and all persons claiming or lawfully or equitably claiming any estate or interest whatsoever in the said messuage tenement land hereditaments and premises or any part thereof from under or in trust for them the said Staribaksh Shroff and Mohamal Shroff or from or under any of their predecessors or ancestors in title shall and will from time to time and at all times hereafter at the request and cost of the said Amundram Shroff and Sheeram Shroff

said Ibrahim el Shroff and all persons living or lawfully or equitably claiming any estate or interest  
whatsoever in the said messuage tenement land hereditaments and premises or any part thereof  
from under or in trust for them the said Ibrahim el Shroff and Mohamud el Shroff or from  
under any of their predecessors or ancestors in title shall and will from time to time and at  
all times hereafter at the request and cost of the said Amudram el Shroff and Ghossum el Shroff  
their heirs executors administrators representatives and assigns do and execute or cause to be  
done and executed all such acts deed and things whatsoever for further better and more perfectly securing  
the said messuage tenement land hereditaments and premises and every part thereof unto and to  
the use of the said Amudram el Shroff and Ghossum el Shroff their heirs executors administrators  
representatives and assigns in manner aforesaid no suit or remedy be lawfully required  
and it is hereby expressly declared by and between the parties hereto that the passage leading  
to the premises N<sup>o</sup> 69/4 Cross Street underneath the overhang on the south of the premises N<sup>o</sup> 69/3  
Cross Street allotted to the said Ibrahim el Shroff shall for ever remain as it is and will be used as  
a passage for the said premises N<sup>o</sup> 69/4 Cross Street without any interference on the part of any  
of the parties hereto or their heirs representatives administrators or assigns and also that the  
open space five feet broad between the premises N<sup>o</sup> 69/3 Cross Street and 69/4 Cross Street shall  
for ever remain open to the sky for access of air and light to the premises N<sup>o</sup> 69/3 Cross Street and  
the same or any portion thereof will not be built upon in any way but it shall belong to and be in  
the possession of Amudram el Shroff and Ghossum el Shroff the allottees of the premises N<sup>o</sup> 69/4 Cross  
Street and that the open space five feet broad marked 2 in the plan hereto annexed lying between  
the premises N<sup>o</sup> 69/2 and 69/3 Cross Street shall belong to the allottees of the said two premises jointly  
and shall for ever remain open to the sky for access of air and light to both the said premises and  
that of the two premises in the ground floor on the west of the said open space the Northern one shall  
be treated as part of and will belong to the allottee of the premises N<sup>o</sup> 69/2 Cross Street and the  
Southern one shall be treated as part of and will belong to the allottee of the premises N<sup>o</sup> 69/3  
Cross Street In witness whereof the said Ibrahim el Shroff and Mohamud el Shroff  
have

11:20:27!

Ed this day of 1902

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Hari Daksh Shroff 1<sup>st</sup> part  
Motun Lal Shroff 2<sup>d</sup> part  
and  
Mundrum Shroff and 3<sup>rd</sup> part

# Deed of Partition



Cham Chundran

Cham Chundran  
Secretary

1395-

11/12

12<sup>th</sup> 12<sup>th</sup> 23<sup>rd</sup>  
August 90

Hari Bahadur Shroff  
Chaturbhuj Shroff deceased  
op. no. 69/3 (Crops Street / Calcutta)  
Ajay Chandra Shroff  
Merchant

one of the executors to

42115214213

Radhanath Sr.

J.R.

23.8.1902

Executors was admitted

brother as agent for old Kantabhai  
identified Chaturbhuj Shroff  
Chandra K. Shroff  
old post office no 518 for 1892  
old post office no 518 for 1892  
authenticated by the Registrar  
at Calcutta on the 25<sup>th</sup> day of  
October, 1892.

Cham Chundran

42115214213

1506

Radhanath Sr.  
J.R.  
23.8.1902



33543  
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1902

Radhanath Sr.

Radhanath Sr.

J.R.

23.8.1902

have hereto set and subscribed their respective hands and seals the day and year first  
above written.

**Signed sealed and Delivered**

by the attornies named Hari Butch Shree  
and Madan Lal Shree at Calcutta  
in the presence of

Manu Chandra  
S. Maitra & Co

Hand 42143214214

Hand 42143214214

Schedule X above referred to

Part I

All that four storied brick built dwelling house together with the land  
the same is erected and built situate and lying at and being formerly a part of premises  
Cross Street now separately known as No 69/2/69/3, Cross Street in Block No XI  
No 56 in the North Division of the town of Calcutta containing by ordonancement 90  
12 bhittacks and 3/4 square feet be the same or little more or less and bounded in  
manner following that is to say on the north partly by the house of Manu Chandra Shree and  
partly by a passage from Cross Street on the West by a portion of Gobal Chandra Jolany's  
tenanted house and the tenanted land of Chaitram Choudhury and company on the South  
partly by Gera Sahel's tenanted house and partly by Bhojrab Lal Jolany's tenanted house  
and land and on the east partly by a common passage leading from Cross Street and  
partly by the house of Bhojrab Lal Jolany and in respect of which entire holding Nos 5-5-7  
is payable to Government annually for revenue.

1596 for  
1902

Part II

All that four storied brick built dwelling house together with the land on part whereof  
the same is erected and built containing by ordonancement 20 the 1/2 bhittack and 2/4  
square feet situate lying and being premises No 69/4 Cross Street in Block No XI  
No 56 in the North Division of the town of Calcutta bounded in manner following  
that is to say on the North by the portion allotted to Shri Butch Shree being No 69/3 Cross  
Street and marked B in the plan hereto annexed and also by a passage referred to in the  
Deed on the South by the house of Gera Sahel on the East by the tenanted house of Bhojrab  
Lal Jolany and on the West by the tenanted land of Chaitram Choudhury and company.

Witness  
Manu Chandra

Hand 42143214214

Hand 42143214214

Explained by me

Manu Chandra