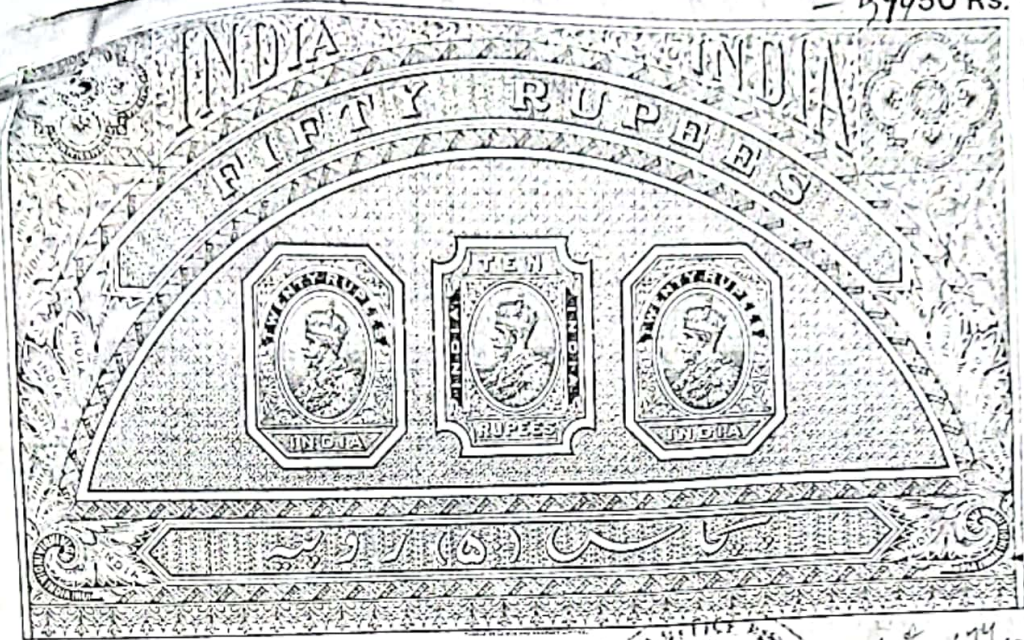


Rs. 139450



admissible under Rule 39 ^{duly}
~~exempted from stamp duty~~ under
Stamp Act, Schedule I No. 40



Handwritten notes:
23/8/16
4-1-16

Handwritten notes:
31/8
17/8/16

THIS INDENTURE made the Seventeenth day of August One Thousand Nine Hundred and Fifteen BETWEEN Akshoy Kumar Dutt, son of Haridas Dutt, deceased of No. 26, Dr. Durga Charan Banerji's Road, Calcutta, by caste Subornobanik, by occupation land-holder of the first part AND --- Bhabataran Dutt, son of the said Haridas Dutt, deceased, --- also of the same place, caste and occupation of the second part; WHEREAS the said Haridas Dutt, who was a Hindu inhabitant of Calcutta, governed by the Dayabhag or Bengal School of Hindu Law, was during his life seized and possessed of or otherwise well and sufficiently entitled to the properties described in the schedules A and B hereto : AND WHEREAS by an Instrument of Gift made on and bearing date the 20th day of September 1911, the said Haridas Dutt, for the consideration therein mentioned made an absolute gift to the said -- parties hereto of the said properties described in the Schedules A and B hereunder AND WHEREAS since the said 20th day of September 1911 the parties hereto have been in joint -- possession and enjoyment of the said properties AND WHEREAS much inconvenience having been felt and difference and disputes having arisen between the --- hereto, the said -- parties hereto are desirous of making an amicable partition and division of their respective shares in the said properties in the said Schedules A and B fully described to be -- held and enjoyed by each of the parties in severally as -- regards the other : AND WHEREAS in order to effect such --

No 6000 Mohd Aukhoy Kumar Datta
38, Doctar Durga Charan Banerjee
Rampur Fifty - 1st fl.
12th August 1915

As witness under the hand
Licensed Stamp Vendor
Calcutta Collectorate

Presented for Registration
between the hours of 3.30 to 5.00
on the 17th day of August
1915 at the SealDAH Sub-
Registry Office by Mohd Aukhoy Kumar Datta

son of Late Narain Datta
of 38 Doctar Durga Charan Banerjee
by caste Sahayak
by occupation Koulhori - ampu em bar...

Akhaya Kumar Datta

Prady Manick
Seal

17-8-15

*shree Akhoy Kumar Datta of 38 Doctar Durga Charan Banerjee
Bhadracharya Sutta gan gaur...
Profession... Bijendra Mukherjee*

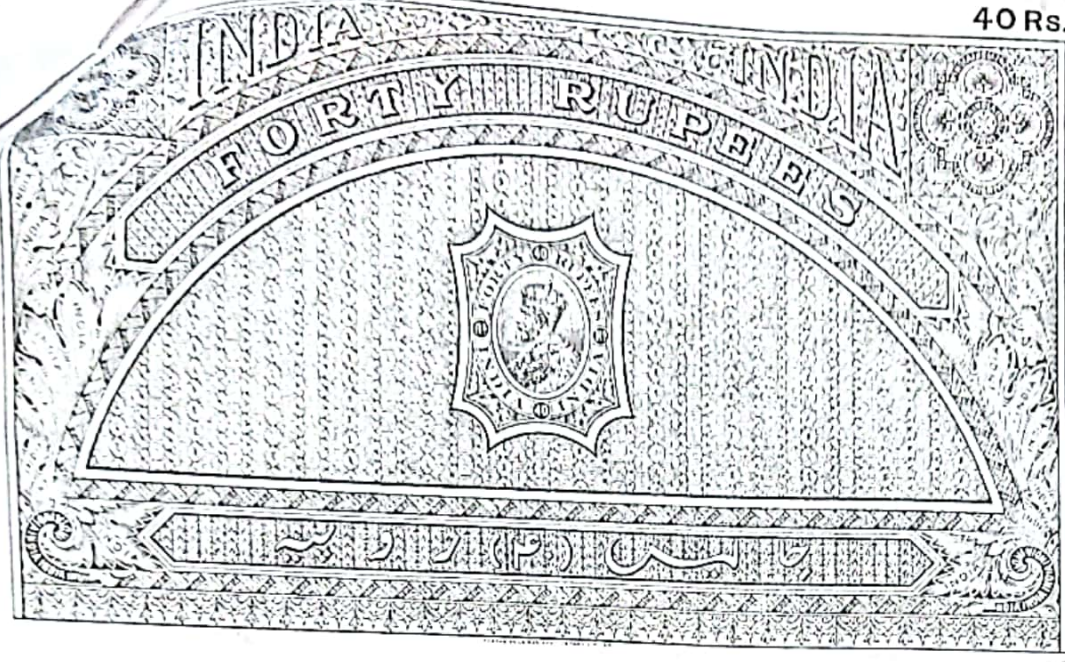
Prady Manick
4239
Akhaya Kumar Datta

Prady Manick
Seal

17-8-15

Bhadracharya Datta
4240

Bijendra Mukherjee
Prady



2.
 partition as aforesaid the parties hereto have caused the
 said properties to be valued : AND WHEREAS it has been --
 mutually agreed and arranged by and between the parties --
 hereto that the said Akshoy Kumar Dutt should take as and --
 for his equal half part share of the said properties, the --
 properties described in the Schedule A below and the said --
 Bhabataran Dutt should take as and for his equal half part --
 or share the properties described in the said schedule B --
 below and that in order to equalize the value of the two --
 shares, the said Akshoy Kumar Dutt should pay to the said --
 Bhabataran Dutt the sum of Rupees One Thousand in cash : --
 AND WHEREAS for the purposes of this deed the said proper-
 ties have been valued at Rs. 36,000/-. NOW THIS INDENTURE
 WITNESSETH that in pursuance of the said agreement and in
 consideration of the premises aforesaid the said party --
 hereto of the first part viz. the said Akshoy Kumar Dutt --
 doth hereby grant transfer and convey unto the party hereto
 of the second part viz. the said Bhabataran Dutt all those
 X the several properties, messuages, lands, hereditaments and
 premises fully described in the schedule B below or howso-
 ever otherwise the said properties messuages lands heredita-
 ments and premises now are or any one of them, is or hereto-
 fore were or was situate butted bounded called known num-
 bered, described and distinguished together with all buil-
 dings yards court-yards areas ~~or~~ ^{or} courses
 rights liberties easements privileges ~~appur-~~ ^{appur-} tenances
 whatsoever to the said properties messuages lands
 hereditaments and premises belonging to or in anywise apper-
 taining to or with the same or any of them or any part --
 thereof, usually held used occupied enjoyed or reputed --

No 6001 Shri Aukhey Kumar
38. Doshi Durga Charan Bailey
Rampur Fort - or S.
12th August 1915

Chobram chunder Wherry

Licensed Stamp Vendor
Calcutta Collectorate



Received
12.8.15

3.

belonging or be appurtenant thereto : AND all the estate
right title interest claim and demand whatsoever of the
said Akshoy Kumar Dutt into and upon the said properties
messuages, lands, hereditaments and premises described in
the schedule below or any of them or any or every part
thereof and all deeds pottas muniments writings and eviden-
ces of title which in anywise relate to the said premises
or any of them 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 Akshoy Kumar Dutt his heirs, execu-
tors, administrators or representatives or any person or
persons from whom he or they can or may procure the same
without action or suit at law in equity save and except the
said deed of gift dated 20th September 1911 executed by the
said Haridas Dutt in favour of the parties hereto and regis-
tered in the Calcutta Registry Office in Book I, Vol. 88
pages 42 to 52 being No. 2641 for 1911 to have and to hold
the said properties messuages lands hereditaments and pre-
mises hereby granted transferred and conveyed or expressed
and intended so to be unto and to the use of the said Bhaba-
taran Dutt his heirs representatives and assigns for ever :
AND the said Akshoy Kumar Dutt doth hereby for himself his
heirs representatives executors and admini-
strators with the said Bhabataran
and assigns that notwith-
standing ever by the said
said Bhabataran
Dutt

properties messuages lands hereditaments and premises now
 are or any one of them is or heretofore were or was situate
 butted bounded called known numbered described and distin-
 guished together with all buildings yards court-yards areas
 sewers drains water-courses lights liberties easements pri-
 vileges appendages and appurtenances whatsoever to the said
 properties messuages, lands, hereditaments and premises --
 belonging or in anywise appertaining to or with the same or
 any of them or any part thereof usually held used occupied
 or enjoyed or reputed to belong or be appurtenant thereto -
 and all the estate right title interest claim and demand -
 whatsoever of the said party hereto of the 2nd part viz. -
 the said Bhabataran Dutt into and upon the said properties
 messuages lands hereditaments premises or any of them or -
 any part thereof and all deeds pottas muniments writings and
 evidences of title which in anywise relate to the said pre-
 mises or any of them 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 party hereto of the 2nd part viz.
 the said Bhabataran Dutt his heirs executors administrators
 representatives or any person or persons from whom he or -
 they can or may procure the same without action or suit at
 law or in equity : TO HAVE AND TO HOLD the said properties
 messuages lands hereditaments and premises hereby granted -
 transferred and conveyed or expressed and intended so to be
 unto and to the use of the said party hereto of the first
 part his heirs representatives and assigns absolutely for
 ever; AND the said party hereto of the 2nd part viz. Bhaba-
 taran Dutt doth hereby for him of his heirs representatives
 executors and administrators covenant with the said party
 hereto of the first part his heirs representatives and ---

6.

assigns that notwithstanding any act deed or thing whatsoever by the said party of the 2nd part done or omitted or knowingly or wilfully suffered to the contrary he the said party hereto of the 2nd part viz. the said Bhabataran Dutt now hath good right to grant transfer and convey the said properties messuages tenements dwelling houses hereditaments and premises hereby granted transferred and conveyed or expressed and intended so to be unto and to the use of the said party hereto of the 1st part his heirs representatives and assigns in manner aforesaid. And that the said Akshoy Kumar Dutt his heirs representatives and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said properties messuages tenements dwelling houses hereditaments and premises and receive the rents issues and profit thereof without any lawful eviction claim or demand whatsoever from or by the said party hereto of the 2nd part or any person or persons lawfully or equitably claiming from under or in trust for him and that free from all encumbrances whatsoever made or suffered by the said Bhabataran Dutt or any person or persons lawfully or equitably claiming as aforesaid : AND FURTHER that he the said Bhabataran Dutt and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said properties messuages tenements dwelling houses hereditaments and premises hereby granted or any of them or any part thereof from under or in trust for him the said Bhabataran Dutt shall and will from time to time and at all times hereafter at the request and cost of the said Akshoy Kumar Dutt his heirs representatives and assigns do and execute and cause to be done and executed all such acts deeds and things whatsoever for further better or more perfectly assuring the said properties messuages tenements dwelling houses hereditaments and premises and any of them and any

and every part thereof unto and to the use of the said Akshoy Kumar Dutt his heirs representatives and assigns in manner aforesaid as shall or may be reasonably required. AND that the said party hereto of the 1st part viz. the said Akshoy Kumar Dutt doth hereby for himself his heirs executors -- administrators and assigns covenant with the said party -- hereto of the 2nd part his heirs representatives and assigns that he will at all times, unless prevented by fire or other inevitable accident upon every reasonable request and at the cost of the said party hereto of the 2nd part his heirs or assigns or any person or persons having or claiming through him or them any estate or interest at law or in equity in the premises hereby assured or any of them or any part -- thereof produce or cause to be produced to him the said -- party hereto of the 2nd part or their solicitors or agent in the course of any judicial or other proceedings or otherwise as occasion shall or may require the said original -- Instrument of Gift dated the 20th September 1911 executed by the said Haridas Dutt in favour of the said parties -- hereto of the 1st and 2nd part and registered in the Calcutta Registry office in Book I, Vol. 88 pages 42 to 52 being -- Deed No. 2641 for the year 1911 for the proof defence and support of the title and possession of the said party --- hereto of the 2nd part his heirs representatives or assigns or any such other person or persons claiming as aforesaid and will at the like request and cost as aforesaid of the party hereto of the 2nd part make and furnish or allow to be made and furnished to him or them such true and attested or other copies or abstracts or extracts from the said Deed as he the said party hereto of the 2nd part may require -- and will keep the said Deed safe, whole, uncanceled and -- undefaced. IN WITNESS WHEREOF the parties hereto have set

and subscribed their hands and seals, the day and year first above written.

Signed, sealed and delivered
at Calcutta in the presence of

Prijanlal Mukherji
Head, Hospital
Alipore.

Akshaya Kumar Datta.

Atal Behari Datta
74 Doctor Lane

শ্রী প্রজ্ঞাল মুখার্জী
হাস্পাতাল
আলিপুর

Bhabotaran Datta

শ্রী অক্ষয় কুমার দত্ত
ডাক্তার লেন

This deed has been explained by me to the executants.
in the presence of Babu Atal Behari Dutt of 74 Doctor Lane, Calcutta
Prijanlal Mukherji
Head.

Schedule A

Schedule A above referred to.

1. All that one-storied brick built dwelling house - together with the piece or parcel of land thereunto belonging and on part whereof the same is erected and built containing by estimation Six cottas more or less situate lying at and being premises No. 1 Komedan Bagan Lane, in the South Division of Calcutta, Block III, Holding No. 129 and in respect whereof an annual Government revenue of Re.1/7/- is payable to the Collectorate of Calcutta and butted and bounded on the North by the Tiled huts belonging to Amiran Bibi, being Municipal premises No. 25 European Asylum Lane, on the East by Komedan Bagan Lane, on the South by premises No. 2 Komedan Bagan Lane and on the West by premises No. 24 European Asylum Lane, the correct market value of the premises being Rs. 12000/-Rs. 12000/-

2. All that one-storied brick built house together with the piece or parcel of revenue free land thereunto belonging and on part whereof the same is erected and built containing by estimation one cotta 12 chitaks, be the same a little more or less situate lying at and being premises No. 26 European Asylum Lane in the Southern Division of Calcutta, Block III Holding No. 206 and - butted and bounded on the North by European Asylum Lane, on the East by premises No. 26 European Asylum Lane, on the South by Premises No. 31 Komedan Bagan Lane and on the West by Komedan Bagan Lane, the correct market value thereof being Rs. 6000/- Rs. 6000/-

Total Valuation Rs. 18000/-

By order of the Collector
Calcutta
Attest my hand
7/11/1916

Shobaram Das
Shobaram Das

Schedule B.

1. All that two-storied brick-built house together with the piece or parcel of land thereunto belonging and on part whereof the same is erected and built containing by estimation 3 cottas 1 chitaks and 11 S. feet more or less situate lying at and being premises No. 38 Dr. Durga Charan Banerji Road in South Division of Calcutta Block II Holding No. 130 and in respect whereof an annual Government revenue of annas seven and pies eight only is payable to the Collectorate of Calcutta and butted and bounded on the North by Premises No. 42 Doctor Lane, on the East by Premises No. 37 Dr. Durga Charan Banerji Road, on the South by Dr. Durga Charan Banerji Road and on the West by premises No. 39 Dr. Durga Charan Banerji Road, the current market value of the property beingRs. 12000/-

2. All that garden land with tanks, trees, garden and plantation containing by estimation 12 Bighas 5 cottas 14 chitaks more or less and comprised at present within Holding Nos. 208, 212 and situate lying at and being Calcutta Municipal premises Nos. 10 & 20 Topsia Road in Dehi Panchannouras, Division 4 Sub-Division 0, ^{at the Thana Beniapukur Sub-Registry office Saldah} Mouza Topsia in the District of 24 Perganas in respect whereof an annual Government revenue of Rupees Seventeen and annas Six only is payable to the 24 Perganas Collectorate and butted and bounded on the North by Manilal Dutt's garden, on the East partly by Abdul Mistry's garden land and partly by Municipal Road and Nafar Mondal's paddy land, on the South by Municipal drain and on the West partly by Municipal Road and Wilmony Dutt's garden land - the correct market value thereof being Rs. 5000/-

Cash paidRs. 1000/-

Rs. 1000/-

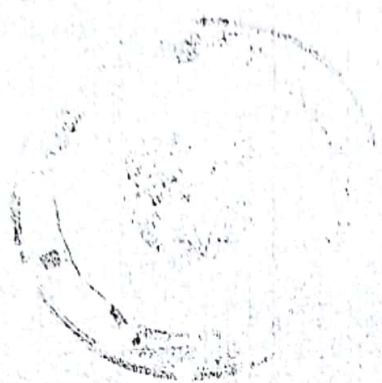
Rs. 18000/-

Witness :-
 Charan Banerji
 Charan Banerji
 Charan Banerji

Witness,
 Bhanu Prasad
 Sub-Registry Officer Saldah
 11/11/1913

Abhaya Chandra Datta
 Chabotaran Datta

11/11/1911



Dated the Seventh day of August

1911.

Filed as Land Regist. Case No 20126-1911

11677 *Print*

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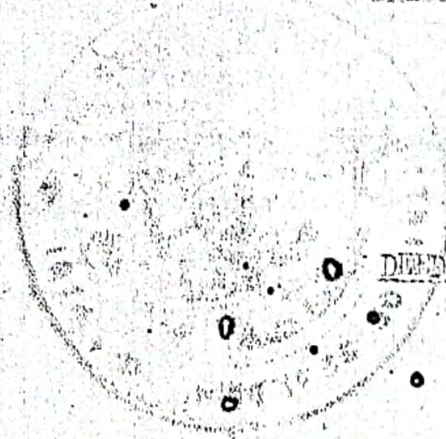
11-8-11

BEFORE

Akshay Kumar Dutt

and

Bhabataran Dutt.



DEED OF PARTITION.



Deputy Registrar to the Registrar

11677

11677

11-8-11

Bijan Lal Mukherji,

Plunder.