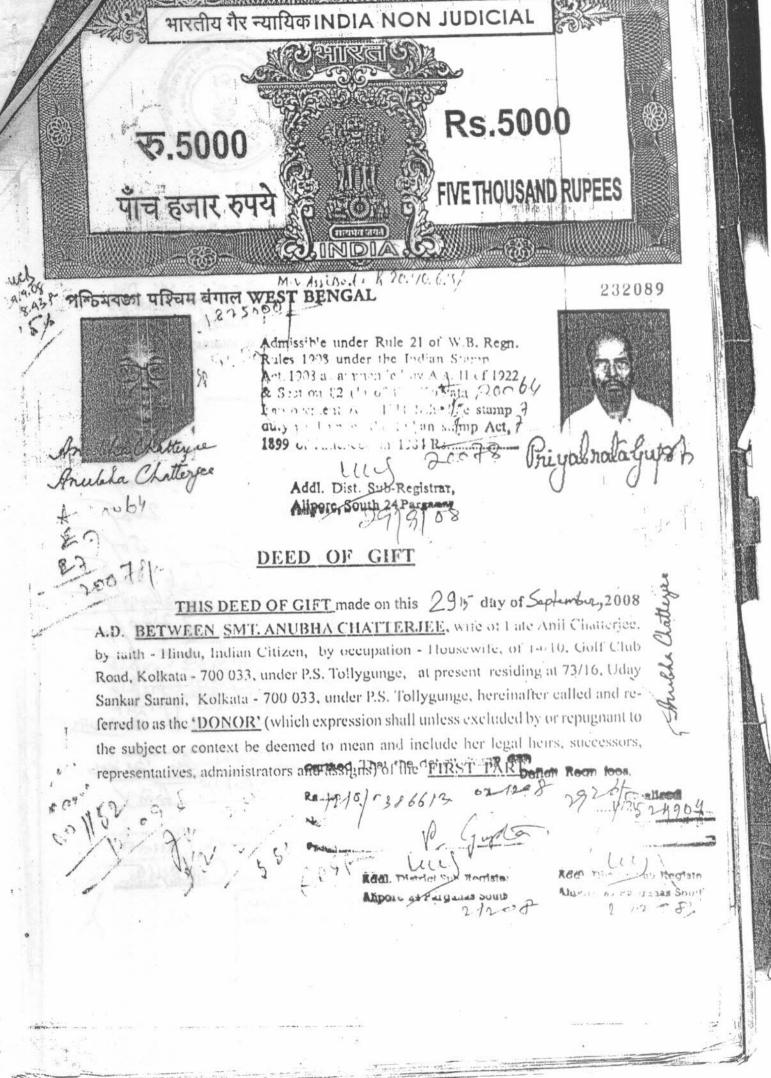
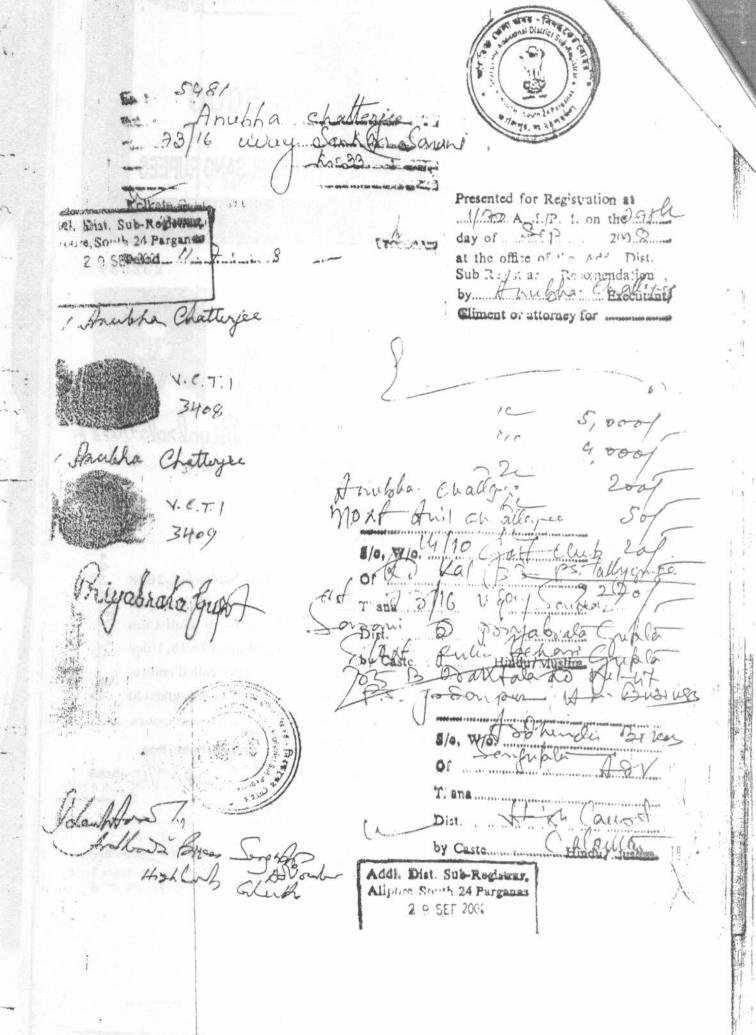


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Addl. Dist. Sub-Registraff. Alipore, South, 24 Parganas

24 NOV 2008







পশ্চিম্বজ্গ पश्चिम बंगाल WEST BENGAL

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## AND

SRI PRIYABRATA GUPTA, son of Late Pulin Behari Gupta, by faith - Hindu, Indian Citizen, by occupation - Business, reliding at 35B, Naktala Road, Kolkata - 700 047, under P.S. Jadavpur, hereinafter called and referred to as the 'DONEE' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, successors, representatives, administrators and assigns) of the OTHER PART.

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পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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WHEREAS one Pulin Behari Gupta, Jogabrata Gupta, Subrata Gupta, all since deceased, Sri Priyabrata Gupta and Sri Purnabrata Gupta were the lawful Owners of some landed property, measuring about 2 Bighas 13 Cottahs 5 Chittacks more or less, along with the residential building constructed thereon, lying and/or situated in Mouza -Naktala, J.L. No. 32, Touzi No 56, comprised in C.S. Plot No.s 126, 127, 129, 130, 131, 132, 143 appertaining to District Settlement Khatian No.s 150, 168, 33, 34, under P.S. Tollygunge, then Jadavpur, in the District of 24-Parganas, Sub-Registry office at Alipore and were in peaceful possession of the same, which was actually recorded in portions being under original Municipal Premises No. 35, Naktala Road, Calcutta - 700 047, P.S. Jadavpur.

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AND WHEREAS while in peaceful possession of the aforesaid landed property, a registered Deed of Family Partition was executed on 02.06.1965 in respect to the said landed properties, which were amicably partitioned by metes and bounds and distributed amongst the aforesaid co-sharers, namely, Pulin Behari Gupta, Jogabrata Gupta, Subrata Gupta, since deceased, Sri Priyabrata Gupta and Sri Purnabrata Gupta and the same was registered in the District Sub-Registry Office at Alipore and which was recorded in Book No. 1, Volume No. 82, Pages from 164 to 181, Being No. 2460 for the year 1965.

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Kolkata Collo Frate Deted 11. 7 . 200 8 Addi. Dist. Sub-Registrer, Aliptur Scott 24 Perganas



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AND WHEREAS after the execution of the aforesaid Deed of Partition, dated 02.06.1965, amongst the aforesaid parties, a plot of land, measuring about & Cottahs 1 Chittack more or less, lying and/or situated in Mouza - Naktala, J.L. No. 32, Touzi No 56, comprised in C.S. Plot No.s 129, 130, 132, 143, appertaining to District Settlement Khatian No.s 150, 33, 34, under P.S. Tollygunge, then Jadavpur, in the District of 24-Parganas, Sub-Registry office at Alipore, divided in 2 (two) postions namely, one plot of land, measuring about 4 Cottahs 9 Chittacks more or less, comprised in C.S. Plot No.s 132, 143 and another plot of land, measuring about 3 Cottahs 8 Chittacks more or less, comprised in C.S. Plot No.s 129, 130 were allotted to one of

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Kolkata Colicularate Treasury Dated 11. 2 . 2008 Alipore, South 21 Payanas E - SLI 200

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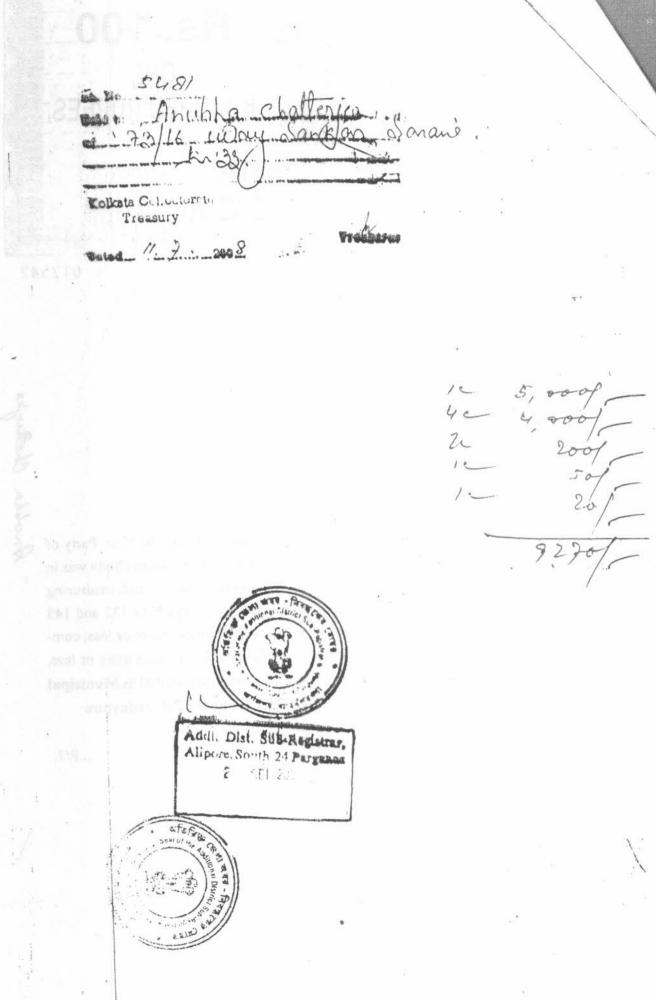
পশ্চিম্বজা पश्चिम बंगाल WEST BENGAL

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the co-sharers namely, Pulin Behari Gupta, since deceased, being the First Party of the aforesaid Deed of Partition dated 02.06.1965. The said Pulin Behari Gupta was in peaceful possession of the said landed property including a plot of land, measuring about 4 Cottahs 9 Chittacks more or less, comprised in R.S. Dag No.s 132 and 143 (more particularly a portion of land, measuring about 6 Chittacks more or less, comprised in Dag No. 143 on the Back Portion and 4 Cottahs 3 Chittacks more or less, comprised in Dag No. 132) which was subsequently recorded/mutated as Municipal Irremises No. 35A, Naktala Road, Calcutta - 700 047, under P.S. Jadavpur.

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एक सौ रुपये UNDRED RUPEES रत INDIA ON JUDICIAL E 012543 পশ্চিমুবজা पश्चिम बंगाल WEST BENGAL 11711 AND WHEREAS while in peaceful possession of the aforesaid plot of land, the said Pulin Behari Gupta borrowed fund as loan from M/S. TEA BROKERS (P) LTD, and executed papers and documents charging the above property along with

other properties under certain terms and conditions.

AND WHEREAS said Pulin Behari Gupta, since deceased, failed to repay the dies of the M/S. TEA BROKERS (P) LTD. and to release the properties under the charge or mortgage and died on 21.12.1966 leaving behind his legal heirs and successors.

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AND WHEREAS thereafter the M/S. TEA BROKERS (P) LTD. filed a suit being T.S. No. 37 of 1970 in the 3rd Court of the Sub-Ordinate Judge at Alipore against the legal heirs of the said Pulin Behari Gupta for realisation of the dues under the said mortgage.

AND WHEREAS the legal heirs of the deceased Pulin Behari Gupta, being the Defendants of the said suit could not pay and/or refund the more age dues and ultimately came to a settlement with the Plaintiff Petitioner, M/S. TEA BROKERS (P) ITD. herein, and gave up or surrendered their right, title and interest in the properties under charge or mortgage in favour of the M/S. TEA BROKERS (P) LTD. in full and final settlement of the claims of the said suit and accordingly a solenama was filed which was accepted and a sole-decree was passed by the said Learned Court.

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Kolksta Cellectorate Treasury Setod\_ 11 7 . 2008 May Dist. Sub-Registrer. re. South 24 Parganas



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AND WHEREAS M/S. TEA BROKERS (P) LTD. finding it's difficulties regarding recovery of physical possession and accruing tax liability agreed to transfer it's right, title and interest in respect of the properties aforesaid and declared for the same.

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Anulda Chatuyie

Kelkata Collectorate Addi. Dist. Bub-Registrar, Alipore, South 24 Parganas E 9 5E1 700 AND WHEREAS the Donor herein, being the daughter of the deceased Pulin Behari Gupta was in actual physical possession of the said property, piece and parcel of a plot of land, measuring about 4 Cottahs 9 Chittacks more or less, lying and/or situated in Mouza - Naktala, J.L. No. 32, Touzi No.56, comprised in C.S. Dag (Plot) No. 132 & 143, appertaining to District settlement and C.S. Khatian No.s 150, 33, 34, under P.S. Jadavpur, in the Dist. 24 - Parganas (South), being known as Municipal Premises No. 35A, Naktala Road, P.O. Naktala, Kolkata - 700 047, under P.S. Jadavpur agreed to purchase from the M/S. TEA BROKERS (P) LTD. the right, title and interest and/or benefits whatsoever in respect of the above noted property more fully and specifically described in the Schedüle appearing hereunder.

chased the aforesaid Plot of land piece and parcel of a plot of land, measuring about 4 Cottahs 9 Chittacks more or less along with the Kutchha structures (R.T.S.) standing thereon measuring about 150 Sq.ft., lying and/or situated in Mouza - Naktala, J.L., No. 32, Touzi No.56, comprised in C.S. Dag (Plot) No. 132 & 143, appertaining to District settlement and C.S. Khatian No.s 150, 33, 34, under P.S. Jadavpur, in the Dist. 24 - Parganas (South), being known as Municipal Premises No. 35A, Naktala Road, P.O. Naktala, Kolkata - 700 047, under P.S. Jadavpur against payment of agreed consideration to the M/S. TEA BROKERS (P) LTD.by virtue of a registered Deed of Conveyance executed on 03.04.1985 ans which was registered in the Office of the Sub-Registrar at Alipore and which was recorded in Book No. I, Volume No.44, Pages from 193 to 208, Being No. 2599 for the year 1985.

AND WHEREAS after execution of the aforesaid Deed of Conveyance, the said Smt. Anubha Chatterjee (nee Gupta) became the absolute Owner of the aforesaid property and was in peaceful possession of the same. In the mean time, the said Smt. Anubha Chatterjee (nee Gupta) duly mutated her name as the absolute Owner of

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sary Taxes, charges and fees thereof. The aforesaid premises was known, numbered and assessed as Municipal Premises No. 35A, Naktala Road, P.O. Naktala, Kolkata - 700 047, under P.S. Jadavpur, within the limits of the Kolkata Municipal Corporation, in Ward No. 100, Br. No.X, Being Assessee No. 21-100-06-0188-7.

AND WHEREAS subsequently, the First Part herein, had a long time desire to make gift, in favour of her younger brother Sri Priyabrata Gupta, the Donee herein, in respect to the aforesaid premises, comprised of the said plot of land, measuring about 4 Cottahs 9 Chittacks more or less and the kutchha structures (R.T.S), measuring about 150 Sq. Ft. more or less, lying and/or situated in Mouza - Naktala, J.L. No. 32, Touzi No.56, comprised in C.S. Dag (Plot) No. 132 & 143, appertaining to District settlement and C.S. Khatian No.s 150, 33, 34, under P.S. Jadavpur, in the Dist. 24 -Parganas (South), being known as Municipal Premises No. 35A, Naktala Road, P.O. Naktala, Kolkata - 700 047, under P.S. Jadavpur and expressed her desire to make a gift of the aforesaid entire premises at Municipal Premises No. 35A, Naktala Road, P.O. Naktala, Kolkata - 700 047, under P.S. Jadavpur, and for ever and for the use of him and his family members, successors and/or transferrees. The Other Part hererin, her younger brother Sri Priyabrata Gupta, being the Donee herein, accepted the aforesaid proposal of his elder sister and duly consented to the proposal of execution of the Deed of Gift by the Donor herein in respect to the aforesaid and Schedule mentioned Premises, at Municipal Premises No. 35A, Naktala Road, P.O. Naktala, Kolkata - 700 047, under P.S. Jadavpur, along with all lawful right, title and interest therein, together with the khas vacant possession of the same in favour of him (Donee) hereunder made as testified by him being the parties hereto and executing these presents.

The estimated market value of the gifted property is approximately Rs.18,25,000/- (Rupees Eighteen Lakhs Twenty Five Thousand) only.

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NOW THIS DEED OF GIFT WITNESSETH that in pursuance of the said desire and in consideration of natural love and affection which the Donor bear towards the Donee as her younger brother, the Donor do hereby and hereunder freely and voluntarily grants, conveys, transfers, gives, assigns and assures unto and to the use of the Donee for ever and for his successors, legal heirs, nominees, transferees, constituted Attorney ALL THAT the said entire Premises, comprised of a plot of bastu land, measuring about 4 Cottahs 9 Chittacks more or less and the kutchha structures (R.T.S), measuring about 150 Sq. Ft. more or less, lying and/or situated in Mouza - Naktala, J.L. No. 32, Touzi No.56, comprised in C.S. Dag (Plot) No. 132 & 143, appertaining to District settlement and C.S. Khatian No.s 150, 33, 34, under P.S. Jadavpur, in the Dist. 24 - Parganas (South), being known as Municipal Premises No. 35A, Naktala Road, P.O. Naktala, Kolkata - 700 047, under P.S. Jadavpur as more fully and particularly mentioned in the Schedule mentioned property along with all easement rights for easy ingress and egress from the main road (Naktala Road) along with all rights to amalgamate the gifted property with any adjacent property and the Donor herein, do hereby and hereunder renounces all her lawful right, title, interest and khas vacant possession in relation to the said-gifted property, being the entire Municipal Premises No. 35A, Naktala Road, P.O. Naktala, Kolkata -700 047, under P.S. Jadavpur, with the intent to vest the same in favour of the Donee herein and hereby grants, conveys, transfers, gives and assures unto and to the use of the Donce herein, freely and voluntarily the schedule mentioned property along with all lawful, right, title, interest and khas vacant possession therein and all necessary lawful rights to enjoy all profits, issues, rents, benefits and/or accrued interest thereof and to transfer the same by any mode of transfer to any third party, person/s, body as per his desire or to reside in the same or for the purpose of his own residence at the cost of the Donee herein, and the Donor hereby has now delivered her peaceful possession in relation to the said property in favour of the Donee herein, for his own use, benefit, absolutely and unconditionally forever.

THE DONEE DOTH HEREBY COVENANT WITH THE DONOR AS FOLLOWS:-

- The Donee shall observe, fulfil and perform the covenants hereinbefore mentioned and shall regularly pay and discharge all rates, rents taxes and other outgoings and impositions and other necessary expenses in respect of the said Property. The interest which the Donor do hereby profess to transfer, subsists and that the Donor has the full right, absolute power and authority to gift, transfer, assign and assure unto the Donee the said portion of the property more fully described in the Schedule hereunder together with the benefits and rights in the manner aforesaid and also right in the land proportionate and/or attributed to the said the Schedule mentioned property in the said Premises.
- Kolkata Municipal Corporation, in respect of his gifted property at the said premises and shall pay all necessary tax and other impositions from time to time in respect of the same. After mutation and becoming the lawful Owner of the aforesaid Premises, he shall have sufficient right and interest to develop, construct and / or to build new multi-storeyed building by amalgamating the same with other adjacent properties or any mutual benefits, advantages and enjoyment without any disturbance, intervention and annoyance of others.
- boundary wall and building/ multi-storeyed structures etc., to use, sell, transfer, convey, gift, mortgage and charge and/or in any way encumber or deal with or dispose of the said behedule mentioned property and/or possession in the Schedule property or assign and/or let out or part with possession his interest to any person or persons, company or companies at his sweet will and to take all legal steps to secure, insure and to protect his lawful peaceful possession on the same as per the Law.

d) It shall be lawful for the Donee from time to time and at all times hereafter to enter into and upon and to hold, use and enjoy the said the entire Schedule mentioned property and to receive rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Donor herein, any person or persons claiming through under or in trust for them AND FREED AND CLEARED FROM AND against all manners of encumbrances, attachments, liens, trusts and any liability whatsoever save only those as are mentioned herein expressly.

## THE SCHEDULE OF THE ENTIRE PREMISES ABOVE REFERRED TO

ALLTHAT piece and parcel of a Basstu plot of land, measuring about 4 Cottahs 9 Chittacks more or less, along with a Kutchha Tile shed structure (R.T.S.), measuring about 150 Sq.Ft.more or less constructed thereon, lying and/or situated in Mouza - Naktala, J.L. No. 32, Touzi No.56, comprised in C.S. Dag (Plot) No. 132 & 143, appertaining to District settlement and C.S. Khatian No.s 150, 33, 34, under P.S. Jadavpur, in the Dist. 24 - Parganas (South), being known as Municipal Premises No. 35A, Naktala Road, P.O. Naktala, Kolkata - 700 047, under P.S. Jadavpur, within the limits of the Kolkata Municipal Corporation, in Ward No. 100, Br. No. X Being Assessee No. 21-100-06-0188-7, which is delineated and demarcated in RED in the site Plan annexed herewith, butted and bounded as follows:-

ON THE NORTH

By Portion of C.S. Plot No. 143.

ON THE SOUTH:

By Naktala Road.

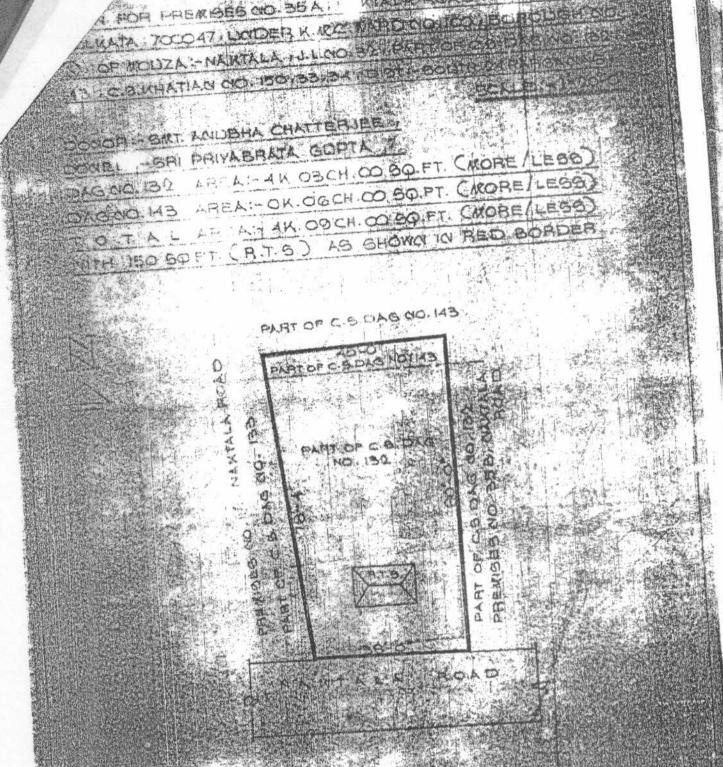
ON THE EAST

By Pre. No. 35B, Naktala Road (Portion of C.S. Plot No. 132).

ON THE WEST

By Pre. No. 11/1, Naktala Road (Portion of C.S. Plot No. 133).

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	,	Thumb	Ist finger	middle finger	ring finger	small finger
	left hand	25				
PHOTO	right hand					5

Name.....

Signature .....

IN WITNESS WHEREOF the Donor and the Donee have hereunto set and subscribed their respective hands and signatures out of free will and accord and fully understanding the contents hereof on the day, month and year first above written.

SIGNATURE OF THE DONOR

SIGNED AND DELIVERED

In Presence of :-WITNESSES :-

1. Chandana gupta. 35B Waktala Road, Cal-47.

ACCEPTED GLADLY

2. Atand Pohell (horres N/39. K. N. C Road Kol-124, Baraset (N) PJS.

Drafted and Prepared by me as per the instruction of the Donor read over and explained in Bengali in my office.

Andbro bires Long ap 15

High Court, Calcutta.

Typed by me:

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C. Malubo

Certified to be a true copy of the original document which has not get been transcribed to degister books.

Alipore, Jouth Zarangen