00000 DEED OF GIFT made this the 94 day of Ang Two thousand four BE/TWEEN CHOWDHURY, (2) SRI sons of Late Bhupendra Kanta Banerjee Chowdhury, (1) by occupation retired occupation service, CHOWDHURY, (4) SRI SANTANU BANERJEE CHOWDHURY both are sons of Late Subhash Chandra Banerjee Chowdhury, (5) SMT SARBARI BANERJEE CHOWDHURY, daughter of Late Subhash Chandra Banerjee Chowdhury, (6) KUMARI MITHU BANERJEE CHOUDHURY daughter of Late Subhash Chandra Banerjee Chowdhury, all are by faith Hindu, by occupation- Service, Business, Housewife and Study, all are residing at No.8, Mondalpara Road, Police Station Behala, Kolkata-700034, District 24 Parganas South, hereinafter called and referred to as the DONORS (which expression shall unless excluded by or repugnant to the subject, context of meaning thereof be deemed to include their respective heirs, successor, executors, administrators, legal representatives and person or persons deriving title under them) of the ONE PART. AND 16099 (1) SRI SOMESWAR BANERJEE CHOWDHURY, son of Late Dinendra Kanta Banerjee Chowdhury by faith Hindu, by occupation Business, (2) SRI MIHIR KUMAR BANERJEE CHOWDHURY, son of Late Birendra Kanta Bandopadhay Chowdhury by faith Hindu, by occupation Business, both résiding at No.8, Mondalpara Road, Police Station Behala, Kolkata-700034, District 24 Parganas South, hereinafter called and referred to as the DONEE (3) BIRESWAR BANERJEE CHOWDHURY, Son of Late Dinendra Kanta Bandopadhay Chowdhury of 8, Mondalpara Road, P.S. Behala, Kolkata-700034, District South 24 Parganas hereinafter called and referred to as the DONEE

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(which expression shall unless excluded by or repugnant to the subject, context of meaning thereof be deemed to include his/her heirs, successor, successor, executors, administrators, legal representatives and assigns) of the OTHER PART.

AND WHEREAS one Ramendra Kanta Banerjee Chowdhury and Bhupendra Kanta Banerjee Chowdhury were the joint owners and possessors of ALL THAT 'Danga' land appertaining to Khatian No. 32, comprised in Dag No. 439, measuring or containing by more or less 61 decimals, equivalent to more or less 1 (one) Bigha 15 (fifteen) Chittaks and the 'Bagan' land appertaining to Khatian No. 169, comprised in Dag No. 414, measuring or containing by more or less 74 decimals, within Mouza Mondalpara, Police Station Behala, Sub-Registry Office- Behala, J.L No.6, Revenue Survey No. 190, Touji No. 1508, Pargana- Magura, under South Suburban Municipality, Holding No. 2F, Mondalpara Road, being Ward No. 16, in the District South 24 Parganas.

AND WHEREAS the said Ramendra Kanta Banerjee Chowdhury and Bhupendra Kanta Banerjee Chowdhury jointly executed a equitable mortgage in favor of Calcutta National Bank Limited, at present in liquidation.

AND WHEREAS the said Calcutta National Bank Limited instituted a suit being Title Suit No. 199/48, in the 7<sup>th</sup> Assistant District Judge at Alipore (formerly Subordinate Judge) against the donors herein for realization of money.

AND WHEREAS as the mortgagor did not deposit or pay the decreed amount to the decree holder/ bank, within the stipulated period; the decree holder executed a Title Execution case, being Title Ex. Case No. 48/1950 and as per order dated 16<sup>th</sup> day of June 1950 by the auction sale, the Bank as auction purchaser became the owner of Dag No. 439 and 414, on 19<sup>th</sup> day of December, 1951 and 5<sup>th</sup> day of March 1952 respectively.

AND WHEREAS by an order dated 2<sup>nd</sup> day of December 1952, passed by the Hon'ble High Court at Calcutta, in its ordinary original Civil Jurisdiction, in the Matter No. 211 of 1952 wherein the plaintiff Bank was directed by the Hon'ble High Court at Calcutta to be wound up and the Hon'ble High Court at Calcutta appointed Court Liquidator as the liquidator of the said plaintiff Bank.

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Behole ċ Scanned with CamScanner AND WHEREAS the Court Liquidator took all steps for realization of the decreed amount passed in favor of the Bank.

AND WHEREAS the Hon'ble High Court at Calcutta allowed the Court Liquidator to realize the amount, by way of sale of the property by inviting tender by publishing in the leading newspaper, and in pursuant to the said order, the said Official Liquidator, invited tender and offered to sell the said property.

AND WHEREAS by an order dated 5<sup>th</sup> day of April 1981, the Court Liquidator proceeded administratively for sale of the balance property, and by inviting tender on 22<sup>nd</sup> day of April 1991, in the Ananda Bazar Patrika, a leading newspaper 2 (two) Bighas 12 (twelve) Chittaks by way of sale.

AND WHEREAS the donors herein applied before the Hon'ble High Court at Calcutta for considering their appeal.

AND WHEREAS on being heard and being satisfied the Hon'ble High Court at Calcutta pleased to pass the order on 7<sup>th</sup> day of June 1991 and modified the same on 3<sup>rd</sup> March 1992.

AND WHEREAS the Hon'ble High Court at Calcutta directed the Court Liquidator to execute and register the conveyance as expeditiously as possible, in respect of land sold by the donors.

AND WHEREAS the Hon'ble High Court at Calcutta, by further order dated 18<sup>th</sup> day of December 1992 modified the order dated 3<sup>rd</sup> March 1992, to the extent that the Court Liquidator shall execute and register a deed of release in favor of Judgment debtor as well as well as release.

AND WHEREAS on the strength of the order dated 18<sup>th</sup> day of December 1992 of the Hon'ble High Court at Calcutta, the Court Liquidator shall execute and register the release deed as expeditiously as possible in respect of the land release as mentioned in the schedule hereunder to the donors herein. And the said registered deed of release dated 23<sup>rd</sup> day of December 1992, being registered in Book No.1, being Deed No. 22523, in the office of the Registrar of Assurance, Calcutta.

AND WHEREAS by the said registered deed of release dated 23<sup>rd</sup> day of December 1992, by and between the Court Liquidator and the donors herein, the donors herein became the absolute joint owners of the property in possession as mentioned in the schedule of this deed.

AND WHEREAS by way of aforesaid release deed, while the said Donor No. 1 & 2, Sri Barindra Kanta Banerjee Chowdhury, Suhash Banerjee Chowdhury and Sri Subhash Chandra Banerjee Chowdhury now deceased jointly seized and possessed the said property, the Subhash Chandra Banerjee Chowdhury died intestate on 29.12.1998, leaving behind his two sons and two daughters, the Donor No. 3 to 6, Sri Rajesh Banerjee Chowdhury, Sri Santanu Banerjee Chowdhury, Smt. Sarbari Banerjee Chowdhury and Kumari Mithu Banerjee Chowdhury and his legal heirs and successors as per Hindu Succession Act. 1956.

AND WHEREAS thus the present Donors being the joint owners, absolutely seized and possessed of their property by way of the said release deed and by way of inheritance and otherwise well and sufficiently entitled to the property free from all encumbrances and charges whatsoever and being the joint owners they have full right, absolute authority to donate the said property more fully described in the schedule below at their sweet will. And the Donees are the nephews of the of Donor No.1, Sri Barindra Kanta Banerjee Chowdhury, nephew of Donor No.2 Suhash Banerjee Chowdhury and the cousin brothers of Donors No. 3 & 5. In consideration of natural love and affection which the Donors had and still have for the Donees gift away to the Donees by this Deed of Gift and which is accepted by the Donee who has accorded their acceptance in the manner following and executes this indenture as a token of his acceptance and he is entitled to use it in any manner he likes by transforming it in to any form, by inducting into or ejecting from the same any tenant or by occupying it himself or by transferring it in any way such as by sale, gift, will, lease, mortgage or otherwise and is also entitled to get his name mutated to the appropriate authority.

AND WHEREAS the Donors have agreed to gift the land more particularly described in the schedule hereunder written (hereinbefore and hereunder referred to as the said property), appertaining to Khatian No. 32, comprised in Dag No. 439, of Mouza Mondalpara, Revenue Survey No. 190, Touji No. 1508, Pargana Magura, within the limits of Kolkata Municipal Corporation, South Suburban Unit, being Ward No. 121, at Mondalpara Road, Kolkata-700034, Police Station Behala, Sub-Registry Office- ADSR Behala, in the District South 24 Parganas, particularly shown in RED borderlines in the annexed MAP or PLAN which is the part and parcel of this deed of gift,

more fully demarcated and measuring more or less 1 (one) cottahs .8... (.eight...) chittaks O... (...zero.....) square feet, as per local measurement, in free simple possession, free from all encumbrances. The valuation of the said land is Rs. ...1,50,000../- (Rupees One Lac. fifty. thousand........) only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said gift hereinbefore mentioned, the total land measuring or containing by square feet, the Donors doth hereby acknowledge and of and from this and every part thereof indefeasible grant, conveyed, sale, transfer and assure unto and to the use of the said Donee, free from all encumbrances and relinquished his right title and title and interest forever over the said land as mentioned and described in the schedule hereunder including liberties, privileges with sale the easement right and appurtenances whatsoever belong to the said property as shown in the annexed MAP or PLAN demarcated RED borderlines and all rights, title and interest, claims and demands whatsoever of the Donors into and upon the said land and every part thereof TO HAVE AND TO HOLD the said property hereby donated, conveyed and transferred unto the Donee, their respective heir or heirs, successors, executors, legal representatives and assigns with the Donee that NOTWITHSTANDING any acts, deed or things hereinbefore done, executed and knowingly suffered to the contrary the donors and now lawfully seized and possessed of the said property free from all encumbrances, attachments, charges in whatsoever manner and the purchaser shall hereafter peacefully and quietly hold, possess and enjoy the said land in khas possession with his/ her absolute right to sale, transfer, gift, mortgage or any kind of transfer and or addition or alteration or construction of house of the property whatsoever manner subject to sanction plan by the Municipal authority and the donors further covenant with the donee do or execute or cause to be done or executed all such lawful acts, deeds or things in whatsoever manner for further and more perfectly conveyed and assuring the said land and every part thereof AND the donors have this day simultaneously with the execution of this deed in the name of the property to the donee and the donee has easements and every liberty to install telephone connection, drainage facility, gas line, water pipes, water ways etc. through the adjacent 6 ft. wide common passage on the North and 23 ft wide

the same AND the donor further covenant that the land mentioned in the schedule below is not acquired by the CMDA or CIT or any Government or Semi-Government authority, club or any public authority, land acquisition department or any company or religious body or an person or persons and or the same is not the subject matter of any Court of law. There is no shareholder or claimant over the said property. The donors have full right and absolute authority to gift the property and the said property is free from all encumbrances AND the donors further covenant that there is no false statements or false declaration mentioned in this deed of gift, if so they will be responsible for the same AND henceforth the donee and his/ her heirs, successors and representatives shall have every right to enjoy the scheduled below property in whatsoever manner.

## SCHEDULE OF THE PROPERTY ABOVE REFFERRED TO

ALL THAT piece and parcel of 'Bagan' agricultural land measuring or containing by more or less 1 (one) cottahs . S... (...Ciont...) chittaks . O... (...Zero....) square feet, lying or situated at Mouza Mondalpara, appertaining to Khatian No. 32, comprised in Dag No. 439, J.L No.6, Revenue Survey No. 190, Touji No. 1508, Pargana- Magura, within the limits of the Kolkata Municipal Corporation, South Suburban Unit, being Ward No. 121, at Mondalpara Road, Kolkata-700034, Police Station Behala, Sub-Registry Office ADSR Behala, in the District South 24 Parganas, as described in the MAP or PLAN demarcated by RED borderlines, which is the part and parcel of this deed and the yearly rent is Re.1, payable to the collector of South 24 Parganas and the property butted and bounded by:

On the North— 6 ft. wide common passage and courtyard of Banerjee Chowdhury family

On the East-23 ft. wide Mondolpara Road

On the South-10 ft. wide road

On the West-Part of Dag No. 439

IN WITNESS WHEREOF the Donors have herein set and subscribed their respective hand and signature on the day month and year first above written.

Signed, Sealed and Delivered

By the Donors in the presence of: -

Witnesses

1. Barindon Kartis Banger chowthing

1. Posho wondon St Eaton 6, Jayaner Park, 2. Cerhas Banego Chouseday behale. Kalkala 70034, 3. 3Tayor 3845 Till

2. Deladorota Bonseyin Christmay 4. 2013 3310198 2618 31 8. Montal Parea load, Jayarree Parek, Aehals, 5. 2017 30 31718 26181 Kelkata 700034.

6. Mithin Bamerjee showdhwy

SIGNATURE OF THE DONORS

1. S. B. Chowdhamy Comasua Bours Tell Charles

2 Mrancicce Chowdhury Chair Kumor Bangue chowdhy 3 Bireswor-Banersee-Cha SIGNATURE OF THE DONEE

D-Entr. 6, Joychree Park Behala, Kolkala-700034.

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## SITE PLAN OF SOMESWAR BANERJEE CHOWDHURY & MIHIR KUMAR BANERJEE CHOWDHURY AI MOUZA- MONDAL PARA, J.L NO. - 6, R.S - 190, TOUZI - 1508, P.S. SCALL - 1" - 20' - 0" BELAGELAND . OF COTTAH OS CHITTAKS SCHOOL 6'-0" WIDE PASSAGE 37'-0" 37'-0" PART OF DAG NO - 415 KHATIAN NO - 168 PART OF DAG NO - 415 KHATIAN NO - 168 COURT YEARD 74'-0" PASSAGE 6'-0" WIDE PASSAGE 39 - 6

PART OF DAG NO - 439 KHATIAN NO - 32

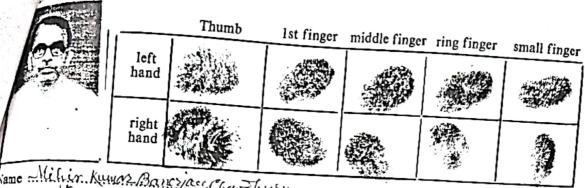
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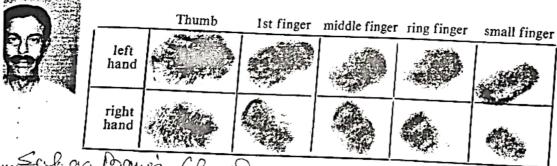
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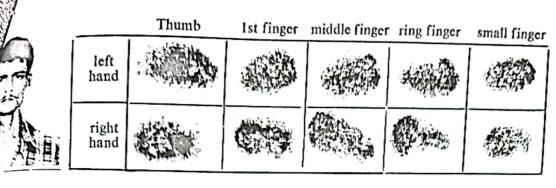
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