33/3

1471

750 Rs.

INDIA NON JUDICIAL

७५० रु.

Rs 750

भारत

सात सौ पचास रुपया SEVEN HUNDRED & FIFTY RUPEES

also as Amended by W. Legal Stamp Amendment Act 1941 as done 14 No. 35

Rs 1282=50
Rs 946=86
Rs 37=64
Rs 2268=00

Now paid as under —
A 289=50
N 1=50
291=00

Registrar of Assurances
Calcutta

THIS INDENTURE OF GIFT made this 8th day of March One thousand Nine hundred and Seventy-two BETWEEN PRAHALAD RAI BHAGAT son of Gopiram Bagat deceased by religion Hindu for self and as Karta of Hindu Undivided family known as Haribux Gopiram HUF residing at No.12/2,Sovaram Bysack Street in the town of Calcutta by profession business hereinafter referred to as "the DONOR" (which expression shall unless excluded by or repugnant to the subject or context mean and include his heirs, executors, successors, administrators and legal representatives)

Presented for registration at 1-30 P.M.
at the Calcutta Registration Office
on the 22th day of March 19[illegible]
by Prabhat Rai [illegible]
[illegible] the executants.

Prabhat Rai Mukherjee

Registrar of Assurances
Calcutta

Executed by and admitted by
1) Prabhat Rai Mukherjee son of late Kali Gopi Ram Mukherjee by profession Hindu by caste Sadgop residence 12/2 Nova Ram Basak St. Calcutta by profession and as Karta of his Hindu Joint Family for self and as Karta of his Hindu Joint Family consisting of himself and his minor son Pingesh Kumar Mukherjee known as Hariharaux Gopi Ram and Kali Dome 2) Pingesh Kumar Mukherjee son of Prabhat Rai Mukherjee of the same place, caste and profession as Karta and natural guardian of Pingesh Kumar Mukherjee and the acceptance of the gift.

Prabhat Rai Mukherjee

Pingesh Kumar Mukherjee
Father & Natural Guardian
of Pingesh Kumar Mukherjee

Identified by
Sudhir Panda [illegible] son of late Dhirendra Nath Panda of 18 Old [illegible] St. Calcutta by caste Hindu by profession Service-holder.

Registrar of Assurances
Calcutta.

750 Rs.

INDIA NON JUDICIAL

७५० रु.

Rs 750

सात सौ पचास रुपया

SEVEN HUNDRED & FIFTY RUPEES

representatives) of the One Part A N D PIYUSH KUMAR BHAGAT son of Sri Nirmal Kumar Bhagat a minor under the age of 18 years represented by his father and natural guardian the said Nirmal Kumar Bhagat residing at No.12/2 Sovaram Basack Street in the town of Calcutta hereinafter referred to as "the DONEE" (which expression shall unless excluded by or repugnant to the subject or context mean and include his heirs, executors, successors, administrators legal representatives and assigns) of the Other Part

WHEREAS :

1. By an Indenture dated 29th April 1930 made between Bihari Lal Mallick and others therein referred to as executors of the first part Nibaran Chandra Mallick and

others

others therein referred to the parties of Second Part and Sri Haribukush Bhagat (also known as Haribux Bhagat) since deceased therein referred to as the Purchaser of the Third Part and registered in Book No.I, Volume No.70, Pages 17 to 29 Being No.1458 for the year 1930 at the office of the Registrar of Assurances Calcutta the said Executors and the said parties of Second Part for the consideration therein mentioned granted conveyed and transferred absolutely unto the said Haribux Bhagat since deceased purchaser therein all that messuage tenement or dwelling house together with piece or parcel of revenue paying land containing an area of 2 Cottahs 15 Cottacks 20 Sq.Ft.be the same a little more or less situate and being premises No.22/1, Ashutosh Dey Lane Calcutta and now numbered as premises No.8 Ashutosh Dey Lane

Calcutta

15 Rs.

Calcutta comprised in holding No.279 Block No.XIX in the northern division of the town of Calcutta fully described in the Schedule thereto as well as in the Schedule hereto free from encumbrances and charges whatsoever absolutely and forever and hereinafter referred to as "the said Premises."

2. The Donor is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that the said premises as the absolute owner thereof free from all encumbrances whatsoever.

3. The Donor out of his natural love and affection which he has and bears towards the Donee being his own grand son is desirous of making a gift of said premises to the Donee which the said Shri Nirmal Kumar Bhagat as father and natural guardian of the Donee has agreed to accept.

4. For the purpose of stamp duty payable on these presents

presents the said premises as aforesaid has been valued at Rs.47,243/- (Rupees Forty seven thousand two hundred and forty three) only.

NOW THIS INDENTURE WITNESSETH as follows :-

1. That in consideration of natural love and affection which the Donor has and bears towards the Donee the Donor doth hereby grant, transfer, convey and assign by way of absolute gift unto the Donee All That messuage tenement lands hereditaments and premises containing an area of 2 Cottahs 15 Chittacks 20 Sq.Ft. more or less and being new Municipal premises No.8, Ashutosh Dey Lane in the town of Calcutta fully described in the Schedule hereunder written and hereinafter referred to as the "said premises" OR HOWSOEVER OTHERWISE the said premises

or

or any part thereof now are or is or at any time heretofore were or was situated butted bounded called known numbered described or distinguished TOGETHER WITH all structures buildings erections, fixtures and fittings court, courtyards, areas, sewers, drains, ways, paths and passages water, water-courses, lights, rights liberties, easements, privileges, advantages and appurtenances whatsoever to the said premises belonging or in anywise appertaining thereto or any part thereof or so much thereof which now are or is or at any time heretofore were or was held used occupied reputed deemed taken or known as part or parcel or member thereof or appurtenant thereto and the reversion or reversions and remainder or remainders thereof and the rents issues and profits thereof and every part thereof and all the estate right title and interest use claim properties and demands whatsoever both at law and in equity of the Donor into and upon or in respect of the said premises together with all deeds Pottahs and muniments of title whatsoever in any wise relating to or concerning the said parties or any part thereof TO HAVE AND TO HOLD the said premises hereby granted conveyed transferred and assigned or expressed or intended so to be unto the Donee absolutely and for ever.

2. THE DONOR DOTH HEREBY COVENANT WITH THE DONEE as follows :-

(i) Notwithstanding any act, deed, matter or thing whatsoever by the Donor done or executed or knowingly suffered to the contrary the Donor now hath in himself

good

good right full power and absolute authority to grant transfer and convey the said premises hereby granted, transferred, conveyed and assigned or expressed or intended so to be to the Donee in the manner aforesaid AND the Donee shall and may at all times hereafter peaceably and quietly possess and enjoy the said premises and receive the rents, issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Donor or any person or persons lawfully or equitably claiming from under or in trust for the donor 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 the Donor well and sufficiently indemnified of from and against all manner of claims charges liens debts attachments lispendens and encumbrances whatsoever created made done occasioned or suffered by the Donor or by any person or persons claiming as aforesaid AND further that the Donor and all person or persons having or lawfully or equitably claiming any estate or interest whatsoever in the said premises any part thereof from under or in trust for the Donor shall and will from time to time and at all times hereafter at the request and cost of the Donee do and execute or cause to be done and executed all such acts deeds things and matters whatsoever for further and more perfectly assuring the said premises and every part thereof to the Donee as shall or may be reasonably required.

3. The Donee doth hereby covenant with the donor that he doth hereby accept the Gift of the said premises made as aforesaid as is evidenced by his executing these presents.

THE ~~FIRST~~ SCHEDULE ABOVE REFERRED TO :

ALL THAT partly two storied and partly three storied brick built house together with the piece or parcel of land thereunto belonging and on the part whereof the same is erected and built containing by estimation two Cottahs fifteen Chittacks and twenty square feet be the same a little more or less situate lying at and being premises No.8, Ashutosh Dey Lane old No.22/1, Ashutosh Dey Lane comprised in Holding No.279 Block No.19 in the North Division of the town of Calcutta and butted and bounded in the manner following that is to say :-

On the North by - Ashutosh Dey Lane.

On the East by - 10A, Ashutosh Dey Lane,

On the South by - Busti bearing Premises No.6, Dinanath Mitra Lane,

On the West by - 6, Ashutosh Dey Lane.

IN

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the 8th day of March One thousand Nine hundred and Seventy-two.

SIGNED AND DELIVERED by the Donor at Calcutta in the presence of :

S. K. Laik
Solicitor & Advocate
Khaitan & Co
18 Old Post Office Street
Calcutta.

Pradhan Roy Bhattacharya
for self and as Karta of his
undivided family known as
Haridas Gopiram

SIGNED AND DELIVERED by the Donee at Calcutta in the presence of :

S. K. Laik
Solicitor & Advocate
Khaitan & Co
18 Old Post Office Street
Calcutta.

I accept.
Nirmal Chandra Bhattacharya
Father & Natural Guardian
of Priyanshu Kumar Bhattacharya

Registration
Book No 1
Volume No 29
Pages 169 to 175
Being No 1471
For the year 1972

No-8, Ashutosh Lane
(as only)

DATED THIS 8th DAY OF March 1972.

BETWEEN

PRAHALAD RAI BHAGAT

AND

PIYUSH KUMAR BHAGAT

DEED OF GIFT.

KHAITAN & CO.
SOLICITORS.
1B, Old Post Office Street,
Calcutta-1.