of Late Ajit Mohan Bagchi, by Religion - Hindu, by Occupation - Business, residing at "VIVEKANANDA COLONY", P.O. Panihati, P.S. - Khardah, Dist. - North 24 Parganas, hereinafter called and referred to as the "DONOR" (which expression shall unless excluded by or repugnant to the context mean and include his heirs executors administrators representatives and assigns) of the Pone Parameter of the context mean and include his heirs executors

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## AND

SRI ALOKESH BAGCHI, son of Late Ajit Mohan Bagchi, by Religion - Hindu and by Occupation - Business, residing at Vivekananda Colony, P.O. - Panihati, P.S. - Khardah, Dist. - North 24 Parganas, hereinafter jointly called and referred to as the "DONEE" (which expression shall unless excluded by or repugnant to the context mean and include his heirs executors administrators representatives and assigns) of the OTHER PART.

WHEREAS originally one Ajit Mohan Bagchi, son of Late Mohini

Mohan Bagchi, lather of Donor and Donor Mystein became the

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absolute Owner of a piece of land measuring more or less 4 (four) cottahs 1/2 chittacks situated at Mouza - Panihati, J.L. No. 10, E.P. No. - 21, S.P. NO. - 33, C.S. Plot No. - 1409 (P), A.D.S.R.O. Barrackpore, Police Station - Khardah, District North 24 Parganas, Holding No. 77, ward No. 4, within the jurisdiction of Panihati Municipality, by virtue of registered "Deed of Gift" duly executed by the Governor of the State of West Bengal on 17th day of April 1990 and registered before the Addl. District Registrar Office at Barasat and recorded into Book No. - I, Volume No. - 45, Pages from 33 to 36, Being No. 309 for the year 1990.

AND WHEREAS since after acquiring the said land Ajit Mohon
Bagchi had constructed a Kachha structure thereon and had mutated
his name before the Panihati Municipality and had been paying his
his name before the Panihati Municipality and had been paying his
taxes all along during his life time

AND WHEREAS said Ajit Bagchi died intestate on 14/10/1991 leaving behind him two (2) sons namely 1) Sri Animesh Bagchi (2) Sri Alokesh Bagchi and three (3) daughters namely 1) Smt. Supriya Chatterjee, 2) Smt. Sujata Das & 3) Smt. Sreejata Banerjee, all are the legal heirs of said deceased Ajit Mohan Bagchi. The wife of Ajit Mohan Bagchi died on 12/8/1988.

AND WHEREAS the said Sri Animesh Bagchi and Sri Alokesh Bagchi have constructed two storied residential building after demolishing the old structure over the said plot of land morefully described in the schedule below in accordance with the sanction plan.

AND WHEREAS all the abovenamed viz., 1) Animesh Bagchi 2) Sri Alokesh Bagchi 3) Smt. Supriya Chatterjee, 4) Smt. Sujata Das & 5) Smt. Sreejata Banerjee, thus became the joint owners in respect of the said property and each having 1/5 (one fifth) undivided share according to Hindu Succession Act, 1956.

AND WHEREAS thereafter all the abovenamed sisters viz. 1)

Smt. Supriya Chatterjee, 2) Smt. Sujata Das & 3) Smt. Sreejata

Banerjee had transferred their 3/5 (three-fifth) undivided share out

of the aforesaid property in favour of their same full blooded brothers

namely, 1) Sri Animesh Bagchi & 2) Sri Alokesh Bagchi the parties

hereto by virtue of a registered Deed of Gift on .....registered

at Addl. Registrar of Assurances - II, Kolkata, recorded into Book No.

1, Being No. P. for the year 2004.

M/s. RELIABLE CONSTITUTION
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AND WHEREAS by virtue of the abovementioned "Deed of Gift",

1) Sri Animesh Bagchi & 2) Sri Alokesh Bagchi hereto have jointly
became the absolute owners in respect of the said plot of land
measuring 4 (four) cottahs 1/2 (one half) chittacks more or less
together with two storied residential building thereon morefully
described in the schedule below and each having undivided 1/2
(one half) share in the said property.

AND WHEREAS the Donee and Donor herein are the absolute joint owners of their undivided 1/2 (one half) share in the schedule property measuring 2 (two) cottahs 0 (zero) chittacks 17 (seventeen) sq.ft. more or less together with two storied residential building measuring 1101.63 sq.ft. more or less on the Ground floor and measuring 1325.88 sq.ft. more or less on the First floor out of which Donee's own undivided 1/2 (one half) share of land measuring 1 (one) cottah 0 (zero) chittacks 8.5 (eight point five) sq.ft. more or less togetherwith two storied residential building measuring 550.81 sq.ft. more or less on the Ground floor and measuring 662.94 sq.ft. more or less on the First floor, is shown in the annexed name with VIOLET Border line marked with Plot "B" out of which Donor's own undivided 1/2 (one half) share of land measuring 1 (one) cottah 0 (zero) chittack 8.5 (eight point five) sq.ft. more or less together with two storied residential building measuring 550.81 sq.ft. more or less on the Ground floor and measuring 662.94 sq.ft. more or less on the First floor, which is hereby gifted.

M/s. RELIABLE CONSTRUCTIONIE. ...

AND WHEREAS the Donor is the full blooded elder brother of the Donee hereto, bears the love and affection to the Donee and desire out of such, love and affection to give, grant, convey and transfer by way of GIFT, the aforesaid property, morefully described in the schedule below.

NOW THIS DEED OF WITNESSETH that in order to give effect for the aforesaid desires of the Donor and in consideration of natural love and affection which the Donor bears great respect for he Donee, the Donor doth hereby and for ever grant, convey, transfer and assign by way of gift unto the Donee ALL THAT the gifted property morefully described in the Schedule below together with all right, title, interest and easement, liberties, privileges and appurtenances whatsoever thereunto belonging or in anywise appertaining thereto or that the same or any part thereof is usually held used occupied enjoyed or accepted or known as part or parcel of appurtenant thereto and all the estate right, title, interest claim and demand whatsoever of the Donor in his upon or in respect of the said property TO HAVE AND TO HOLD the said gifted property and all and singular the land hereditaments and premises with all rights appurtenances appendages and easements hereby granted, conveyed, transferred and assure unto and to the use of the estate right, title, interest, claim and demand whatsoever of the Donor doth hereby covenant with the Donee that notwithstanding any act, deed, matter or thing by the Donor done executed or knowingly committed or suffered to

M/s. RELIABLE CONSTRUCTION
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the contrary the Donee now has good power full right and absolute authority to give grant, convey, transfer and assure the said gifted property in any manner or manners TOGETHER WITH all right, title, inheritance, use, trust, possession, property, claim and demand whatsoever both at law and in equity unto the Donee absolutely and forever free from all encumbrances.

AND that the said Donee shall and may from time to time and at all times herein after peaceably and quietly hold occupy possess and enjoy the said gifted property forever in any manner allowed by the law without any hindrance or objection by any body or the Donor or his legal heirs, successors, representatives and assigns hereby granted, conveyed, transferred and received and take the rents, issues and profits thereof and of every part thereof without any interruption, claim or demand whatsoever from or by the said Donor or by any person or persons claiming from or under or in trust for him. And all person having or lawfully or equitably claiming any estate or interest in the said gifted property, hereditaments and premises or any part thereof from under or entrust for the Donor shall and will from time to time and at all times hereinafter at the request and at the cost of the Donor do and execute or cause to done and executed all such acts, deeds, matters and things whatsoever for further better and more fully and perfectly assuring the said gifted property hereditaments and premises hereby gifted and every part thereof to the use of the Donee individually in marmer aforesaid as shall PIN

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may be reasonably requires and have absolute rights to mutate their names before the local Municipality as an recorded Assesses in respect of the gifted property <u>AND HOLD</u> to have absolute right to any kind of transfer, sell, gift, lease.

The market price of the Gifted Property is about Rs. 4,00,000/(Rupees four lac) only.

## SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

ALL THAT piece and parcel of undivided 1/2 (one half) share of the Bastu land measuring 2 (two) Cottahs 17(seventeen) sq.ft. more or less and built up area measuring 1101.63 sq.ft., more or less in the Ground floor, 1325.88 sq.ft. on the more or less in the First floor of the Pucca Building standing thereon out of total land measuring 4 (four) cottahs 1/2 (one half) chittacks more or less and Pucca Building having total covered area 1935.72 sq.ft. more or less in the Ground Floor and 2159.97 sq.ft. more or less in the First floor appertaining to District North 24 Parganas, A.D.S.R.O. Barrackpore, Police Station - Khardah, under Mouza - Panihati, J.L. No. - 10, E.P. No. 21, S.P. No. 33, C.S. Dag No. - 1409(P) lying and situated with within the Municipal Jurisdiction of Panihati Municipality, being Holding No. 77, Ward No. 4, (Vivekananda Colony, Sodepur), morefully specifically shown by violet border line in the annexed map and marked as plot No. B'.

M/s. RELIABLE CONSTRUCTION

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Partner

By virtue of this Deed of Gift, the Donee SRI ALOKESH BAGCHI herein having his undivided 1/2 (one half) share along with the Gifted property became the absolute owner of the total area of land measuring 2 (two) cottahs 17 (seventeen) sq.ft. and total built up area measuring 1101.63 Sq.ft. more or less on the Ground floor and 1325.88 Sq.ft. on the First floor more or less in the said pucca building standing on the said plot of land marked 'B' in the annexed map herein butted and bounded by :-

E.P. No. 20 On the North

12' ft wide road On the South

12'-0" ft wide road On the East

Plot "A" On the West

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed his respective hand and seals the day, month and year first above written.

## SIGNED, SEALED AND DELIVERED

in the presence of :-

1. Bibhas Roy Chowdhung.

Sealdah Civil Court, Kolkata14.

Drafted and Prepared by:-Nikhilesh Palhak. (NIKHILESH PATHAK)

Advocate

Sealdah Civil Court, Kolkata - 700 014

Computerised by :-

Amity Computer Center Sisir Market, Sealdah

M/s. RELIABLE CONSTRUCTION Satya but Sun

Signature of the Donor

I Accept the above Gift

Partner