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Sub-4
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3rd Bench
Judge, 3rd Bench
Presidency Small Cause Court
CALCUTTA



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3rd Bench
Judge, 3rd Bench
Presidency Small Cause Court
CALCUTTA

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DEED OF GIFT :

Approximate value of Rs. 50,000/-

THIS DEED OF GIFT is made on this the 25th day of April, in the year One thousand Nine Hundred and Ninety Eight A.D. in BETWEEN (1) SMT. BRIKABHANU CHANDRA, wife of Late Sanet Kumar Chandra, by faith Hindu, by occupation housewife, aged about 84 years, at present residing at 81, B. K. Pal Avenue at 86, ~~Shiritolla Street~~, Police Station Jorebagan.

Vertical handwritten notes:
L.T. 1 of Brikabhenu
Chandra by the hand of
Smt. Brikabhenu

187 211
Malabar Rahamun
Court
at



24

12.00 pm

25th April 98
Brikabhau Chandra
one of the executant.

25.4.98
[Handwritten signature]

Brikabhau Chandra
by the pen of

Saroj Kumar Chandra



L T I of
Brikabhau Chandra

by the pen of
Saroj Kumar Chandra

Brikabhau Chandra s/o
Late Sanat kr. Chandra
of 81, B.K. Paul Avenue
15, Torabagan, Cal-5.
Gora chand Auddy +
Shivendra Nath Auddy +
Rabindra Nath Auddy +
Manindra Nath Auddy
all s/o Late Nirmalchhab Auddy
of 23/1, Dixon Lane, P.S.
Meechipara, Cal-14.

[Handwritten signature]

Gora chand Auddy

Shivendra Nath Auddy

M. S. Ahmed, Adv.
M. M. Ahmed, Adv.
Saroj kr. Chandra
s/o Late Sanat kr. Chandra
of 81, B.K. Paul Avenue at 5
Retired Service.

[Handwritten signature]

Saroj Kumar Chandra

25.4.98

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Rajendra Nath Auddy.

Manindra Nath Auddy

Sriyukumar Chandra



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by oc
No.23.

1000Rs.



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Brikabhawan Chandra
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Sanyal Kumar Chandra

- 3 -

(2) DHIRENDRA NATH AUDDY, Son of Nilmadhab Auddy, aged about 63 years, by faith Hindu, by occupation Retired Government Servant, at present residing at 23/1, Dixon Lane, Police Station Muchipara, Calcutta-700 014, (3) SRI RABINDRA NATH AUDDY, Son of Late Nilmadhab Auddy, aged about 60 years, by faith Hindu, by occupation service at present residing at 23/1, Dixon Lane, Police Station Muchipara, Calcutta-700 014 and (4) SRI MANINDRA NATH AUDDY son of Late Nilmadhab Auddy, aged about 52 years, by faith Hindu, by occupation service, at present residing at premises No.23/1, Dixon Lane, Police Station Muchipara, Calcutta-700014

hereinafter

built

500Rs.




 L T 9 of
 Mr. Kishan Chandra
 by the pen of
 S. Argy Kumar Chandra

- 4 -

hereinafter called and referred to as "THE DONEES"
 (which term or expression unless excluded by or repugnant to the context shall be deemed to include their heirs, successors, administrators, executors, legal representatives and/or assigns) of the OTHER PART.

WHEREAS/ one Atarmoy Dasi, since deceased, wife of Late Dinanath Dey was the absolute owner in respect of all that one storied messuage tenement and hereditaments dwelling house together with all and singular eastern half of the piece and parcel of land thereunto belonging whereupon or on part whereof the same is erected and built containing by estimation an area of

4 (four)

built



*L.T. of
Brikabhan Chandra
by the pin of
Sary Kumar Chandra*

of 4 (four) Cottahs 14 (fourteen) Chittacks and 21 sq.ft. be the same or a little more or less lying and situate at and being premises No.23, Dixon Lane, at present known and numbered as 23/1, Dixon Lane, under Police Station Muchipara, in the town of Calcutta and within the local limits of The Calcutta Municipal Corporation as fully described in the Schedule 'A' hereunder written.

A N D W H E R E A S the said Atarmony Dasi, since deceased purchased the said one storied dwelling house together with a singular eastern half of the land lying and situate at premises No.23, Dixon Lane now known and numbered as 23/1, Dixon Lane, Calcutta-700 014 from one Lalit Madhab Mullick, since deceased Son of Late Nilmoni Mullick by a Deed of Conveyance executed on 9th July, 1904 and duly registered in the office of the Registrar of Assurance, Calcutta being recorded in Book No.1, Volume No.33 Pages 242 to 243 Being No.1378 for the year 1904 for a valuable consideration as mentioned therein.

A N D W H E R E A S after having purchased the same the said Atarmony Dasi was well and sufficiently seized, possessed of and enjoyed or otherwise well and sufficiently entitled to the absolute indefeasible Estate ALL THAT the said one storied messuage, tenements and hereditaments dwelling house together with all and singular piece and parcel of land thereunto belonging whereupon or on part whereof the same is erected and

built



*L.T. of
Prithvi Chandra Choudhary
Lalit Prasad Choudhary
Sri Ram Choudhary*

built containing by estimation of an area of four ^{one} Cottahs, Fourteen Chittacks and twenty square feet, be the same or a little more or less lying and situate at and being premises No.23, Dixon Lane, now known and numbered as 23/1, Dixon Lane, Calcutta as fully described in the Schedule 'A' given hereunder.

A N D W H E R E A S by a Deed of Settlement dated 27th day of July, 1904 made by the said Sreemati Atarmony Dasi, in between (1) Sreemati Atarmony Dasi, Widow of Dinanath Dey of 23, Dixon Lane of the First Part (2) Sreemati Queen Kumari Dasi, Wife of Abinash Chandra Auddy and the daughter of the said Sreemati Atarmony Dasi of 23, Dixon Lane of the Second Part, (3) Nil Madhab Auddy, the Son of said Queen Kumari Dasi and Abinash Chandra Auddy of 23, Dixon Lane, Calcutta of the Third Part and (4) Lalit Madhab Mullick Son of late Nilmony Mullick of 57, Sovarani Bysack First Lane, Calcutta, the said Sreemati Atarmony Dasi and the said Nilmadhab Auddy (Trustees) of the Fourth Part duly registered in the office of the Registrar of Assurance, Calcutta being recorded in Book No. I, Volume No. 45, Pages 177 to 188 Being No. 1390 for the year 1904, the said Sreemati Atarmony Dasi created a Trust to the said property appointing herself, her grandson (the son of her daughter sreemati Queen Kumari Dasi) and one Lalit Madhab Mullick as Trustees.

A N D W H E R E A S as per the provisions, declarations, agreements and for the several ends, intents and purposes as expressed and declared concerning



AT 2 of
Brikalanda Gumbur
by the pin of
Sary Kumar Choudh

the same in the said Deed of Settlement dated twenty Seventh day of July, Nineteen hundred and four, after the death of Sreemati Atarmony Dasi and her daughter Sreemati Queen Kumari Dasi respectively the said Nilmadhab Auddy being the grand son of Atarmony Dasi and Son of Sreemati Queen Kumari Dasi, his heirs, executors, administrators, representatives and assigns shall enjoy the said singular eastern half of the land, hereditament and premises No.23, Dixon Lane, at present known and numbered as 23/1, Dixon Lane, Calcutta, as fully described in the Schedule 'A' given hereunder for his and their absolute use and benefit in entirety. It has been further expressed, declared, provided and recited therein that subject to the right of absolute use and benefit of the sforesaid property after the death of Smt. Atarmony Dasi and Smt. Queen Kumari Dasi the said interest in respect of the property would be vested upon the said Nilmadhab Auddy, his heirs, executors, administrators, representatives and assigns.

A N D W H E R E A S the Eastern half portion of the said premises No.23, Dixon Lane, belonging to the Estate of the said Sreemati Atarmony Dasi has since been separated and partitioned from the western portion thereof belonging to the said Lalit Madhab Mullick and is now numbered as 23/1, Dixon Lane, Calcutta.

A N D W H E R E A S the said Sreemati Atarmony Dasi who was a beneficiary and one of the Trustees of the said Indenture of Settlement dated 27th day of July, 1904 died on 29th day of August, One thousand nine hundred and seventeen



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Brikshama Chandra
by the per of
Sarekama Chandra

and seventeen AND WHEREAS the said Lalit Madhab Mullick and Nilmadhab Auddy became the surviving trustees upon the death of Sreemati Atarmony Dasi AND WHEREAS the said Lalit Madhab Mullick desired to retire and to be discharged from the trust of the said Indenture. AND WHEREAS for the reasons as stated above the said Lalit Madhab Mullick by an Indenture of Appointment of New Trustee dated tenth day of February One thousand Nine hundred and Twenty three appointed Sreemati Queen Kumari Dasi as New Trustee of the said Indenture of Settlement in place and stead of the said Lalit Madhab Mullick pursuant to the direction in that behalf contained in the said Indenture of Settlement. The said Indenture of Appointment of New Trustee was duly registered on 17th day of April Nineteen hundred and Twenty three in the office of the Registrar of Assurance, Calcutta being recorded in Book No.5, Volume No.36 Pages 225 to 231 Being No.1156 for the year 1923.

AND WHEREAS by virtue of execution and registration of an Indenture of Appointment of New Trustee the Trust Property was conveyed and transferred into the names of the said Nil Madhab Auddy and Sreemati Queen Kumari Dasi for the purpose of all intents of the said Indenture of Settlement dated 27th day of July, 1904.

AND WHEREAS the said Queen Kumari Dasi died on 11/5/1926, leaving behind her son and sole surviving Trustee namely Nil Madhab Auddy and as per the

provisions



*L.T. of
Briha-Charan
by the pen of
Sany Kumar Chandra*

provisions and directions contained in the said
INDENTURE of Settlement dated 27th day of July, 1904
all the interest pertaining to the said trust property
namely All and singular the Eastern half of the land,
hereditaments and premises No.23, Dixon Lane, since
having been separated and partitioned from the Western
portion thereof at present known and numbered as 23/1,
Dixon Lane in the town of Calcutta as fully described
in the Schedule 'A' hereunder was vested upon the said
Nil Madhab Auddy, his heirs, executors, representatives
and assigns absolutely and forever.

A N D W H E R E A S the said Nil Madhab Auddy
died on 18th day of January, 1949 leaving behind him
surviving his wife Smt. Amodini Dassi alias Auddy, 4(four)
sons namely, Sri Gora Chand Auddy, Sri Dharendra Nath
Auddy, Sri Rabindra Nath Auddy and Sri Monindra Nath Auddy
and also one daughter Smt. Brikabhenu Chandra wife of
Late Sanat Kumar Chandra as his legal heirs and successors.

A N D W H E R E A S the said Nil Madhab Auddy being
the sole surviving Trustee of the said Trust property as
provided and contained in the said Indenture of Settlement
dated 27th July, 1904 during his life time and was well
seized and possessed of or otherwise well sufficiently
entitled to the absolute indefeasable Estate of the
hereditaments land and premises now known and numbered
as 23/1, Dixon Lane, in the town of Calcutta and enjoyed
the same absolutely as per the provisions and directions

contained



*ATY of
Brahman Chandra
by the pen of
Sriy Kanna Chandra*

contained in the said Indenture of settlement dated 27th July, 1904.

A N D W H E R E A S the said Amodini Auddy upon the death of her husband namely Nil Madhab Auddy, being the sole surviving Trustee of the aforesaid Trust Property enjoyed the said property along with her 4 (four) sons and one daughter absolutely and jointly in view of the provisions contained in the said Indenture of settlement dated 27th July, 1904 and also by virtue of inheritance the said Trust property was vested upon the said Amodini Desi alias Amodini Auddy her four sons and one daughter as stated hereinabove upon the death of the said Nil Madhab Auddy and the said Amodini Desi alias Amodini Auddy along with the party of the First Part and the parties of the Second Part were jointly seized and possessed of or otherwise well and sufficiently entitled ^{to} the absolute & indefeasible estate or equivalent thereto ALL THAT one storied messuage, tenaments, hereditaments, dwelling house being partly rented together with the piece and parcel of land thereunto belonging whereupon or a part thereof the same was erected / built containing by estimation an area of 4 Cottahs 14 Chittacks and 21 sq.ft. being the same or a little more or less lying and situate at and being premises No.23/1, Dixon Lane, formerly known as 23, Dixon Lane, under Police Station Muchipara, in the town of Calcutta as fully and particularly described in the Schedule 'A' hereunder referred to as the said property.

AND WHEREAS



*L.T. of
Brikshnu Chandra
by the son of
Surya Kumar Chandra*

A N D W H E R E A S the said Amodini Auddy died on 24th July, 1966 leaving behind her surviving her aforesaid 4 (four) sons and 1 (one) daughter being the parties of the Second Part and being the party of the First Part hereto respectfully as her heirs and successors.

A N D W H E R E A S upon the death of the said Amodini Auddy the widow of late Nil Madhab Auddy, being the sole Trustee as per the provisions contained in the said Indenture of Settlement dated 27th July, 1904 and also by virtue of inheritance the party of the First Part and the parties of the Second Part namely the Donor and the Donees respectively became the joint owners of the said undivided Trust Property and they are jointly seized and possessed of / or otherwise well and sufficiently entitled to the absolute indefeasible Estate or equivalent thereto ALL THAT one storied messuage, tenement, hereditament and dwelling house being the partly rented together with the piece and parcel of land hereunto belonging whereupon or on part whereof the same was erected / built containing by estimation an area of 4 Cottahs 14 Chittecks and 21 sq.ft. being the same or a little more or less lying and situated at and being premises No.23/1, Dixon Lane, formerly known as 23, Dixon Lane under Police Station Muchipara, in the town of Calcutta as fully and particularly described in the Schedule 'A' hereunder and which is hereinafter referred to as the said property.

AND WHEREAS



*L.T. of
Briker Bhanu Chandra
by his son
Surya Kumar Chandra*

A N D W H E R E A S the aforesaid message, tenaments, hereditaments, dwelling house is a very old and dilapidated one. Approximate covered area of the dwelling house is by an estimation of 3,000 sq.ft. be the same of a little more or less. Out of the aforesaid covered area, 1,000 sq.ft. thereof is at presently partly 1 storied brick built structure and the structure partly thereof is with asbestos shed and the remaining 2,000 sq.ft. covered area in brick built having one storied structure.

A N D W H E R E A S there are as many as 5 (five) tenants occupying more or less 700 sq.ft. covered area, details of which are given below :-

1. Anil Chandra Ghose is occupying 150 sq.ft. covered area.
2. Dulal Chandra Das is occupying 150 sq.ft. (with asbestos shed).
3. Balaram Samanta is occupying 200 sq.ft. (with asbestos shed).
4. Shithendra Nath Dutta is occupying 150 sq.ft.
5. Nurul Islam is occupying 100 sq.ft. (with asbestos shed)

That apart there is a vacant land containing by an estimation an area of 450 sq.ft. be the same or a little more or less and part thereof is being used at present as common passage towards the free ingress and egress to and from the said property.

A N D W H E R E A S in the manner aforesaid SMT. BRIKA BHANU CHANDRA the party of the First Part hereto became the owner of undivided one fifth share or



*L.T. 106
Pro Kathman Court
by Captain G
S. Rajkumar Clerk*

portion of the said property by virtue of inheritance AND WHEREAS the parties of the Second Part hereto are the full brothers of the Donor hereto AND WHEREAS the said property is the ancestral property and residential house of her brothers, namely the parties of the Second Part hereto. AND WHEREAS the Donor hereto being well settled in her matrimonial home, out of love and affection towards her brothers is desirous and intended to cause her brothers to use and enjoy the said property peacefully and uninterruptedly by way of gift, bequeathing, granting and/or transferring her undivided equal one fifth share of and in the said property hereinafter for the sake of brevity referred to as "the said share" unto and in favour of her brothers, the DONEES hereto and the said equal undivided one fifth share of the Donor, is more fully and particularly described in the Schedule 'B' hereunder written and the said Donees hereby accept the said Gift or is testified by them being the parties hereto and execute these presents.

NOW THIS INDENTURE WITNESSETH that in consideration of the natural love and affection which the Donor namely the party of the First Part had and still have for the Donees the parties of the Second Part being her own brother, the Donor do hereby and hereunder grant, transfer, give, convey, assign and assure unto and to the use of the Donees freely and voluntarily the equal undivided one-fifth share or portion of the said property fully and particularly described in the Schedule 'B' hereunder written and hereinafter referred to as "the said share of the said property" TO HAVE AND TO HOLD the same

absolutely



At 9:41
Per Kalkun Center
by Myself
Sally Kalkun Center

absolutely and unconditionally for ever and further
all the singular other the said property hereby granted
so to be with all easements, appendages and appurtenances
and amenities thereunto belonging unto and to the Donees
herein of the Second Part absolutely and for ever and
free from all encumbrances whatsoever And the Donor
do and doth hereby covenant with the Donees that not-
withstanding any act deed or thing by the Donor done
executed or knowingly suffered to the contrary she
the Donor has now good right full power and absolute
authority to grant transfer and convey the said share
of the said property hereby granted or conveyed or other-
wise expressed or intended so to be unto and to the
Donees absolutely and for ever in manner aforesaid
peaceably and quietly hold possess and enjoy the said
property and receive the rents issues and profits thereof
and in every part thereof without any lawful hindrance
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/or
any or her predecessor-in-title And that free from
all encumbrances whatsoever made or suffered by the
Donor or any person or persons lawfully or equitably
claiming as aforesaid And free and clear and freely
and clearly and absolutely acquitted exonerated released
discharged saved harmless or otherwise the Donor well
and sufficiently indemnified of from and against all and
all manner of charges mortgage liens lispence, attach-
ments, claims, debtors uses, trust liabilities and
encumbrances whatsoever made or granted by the Donor

of any person



*ATD M-
Bhikha Chandra
by the power of
Sardar K. M. Chandra*

or any person or persons lawfully or equitably claiming from under or in trust for her the said Donor and That the Donees accept the Gift of the said property hereunder made as testified by their being the parties hereto and execute these presents. The estimated value of the said share of the said property is Rs. 50,000/- (Rupees fifty thousand) only.

SCHEDULE 'A' BEING THE UNDIVIDED PROPERTY

AS REFERRED TO ABOVE :

ALL THAT one storied lower roomed message tenement or dwelling house ^{having 3000 (three thousand) sq ft. covered area} together with the piece or parcel of land thereunto belonging and on part whereof the same is erected and built containing by estimation an area of four Cottahs Fourteen Chittacks and twenty one square feet be the same a little more or less situate lying at and being premises formerly part of No. 23, but now 23/1, Dixon Lane in the town of Calcutta and forming part of holding No. 335 Block No. 1 South Division of Calcutta and paying for the entire holding an annual Government Revenue of Rupees one and annas nine to The Collectorate of Calcutta and which message tenement or dwelling house formerly formed the Eastern Portion of the said premises No. 23, Dixon Lane but has recently been separated and partitioned from the Western portion thereof and is now No. 23/1, Dixon Lane and at present bounded and bounded as follows that is to say :

*L.T. 1 of Ben Chandra
Chandra by the power of
Sardar K. M. Chandra*

On the North : By Dixon Lane;

On the East : Partly by premises No. 123, Acharya Jagadish Chandra Bose Road;



AT 7 1/2
P. K. Chatterjee
S. K. Chatterjee
S. K. Chatterjee

On the South : By premises No.121, Acharya Jagadish Chandra
Bose Road, Calcutta;

On the West : By premises No.23, Dixon Lane, Calcutta.

SCHEDULE 'B' BEING THE UNDIVIDED PROPERTY AS

REFERRED TO ABOVE :

ALL THAT undivided one fifth share or portion of one storied messuage tenement or dwelling house having six hundred square feet covered area together with one fifth undivided share or portion of the piece or parcel of land thereunto belonging and on part whereof the same is erected and built containing by estimation an area of Four Cottahs Fourteen Chittacks and Twenty one square feet be the same a little more or less situate lying at and being premises formerly forming part of No.23 but now 23/1, Dixon Lane in the town of Calcutta and forming part of holding No.335 Block No.1, South Division of Calcutta and paying for the entire holding an annual Government Revenue of Rupees One and annas nine to the Collectorate of Calcutta and which messuage tenement or dwelling house formerly formed ~~and~~ the Eastern Portion of the said premises No.23, Dixon Lane but has recently been separated and partitioned from the Western portion thereof and is now No.23/1, Dixon Lane and at present butted and bounded as follows that is to say :-

On the North : By Dixon Lane;

On the East : By Partly by premises No.123, Acharya Jagadish Chandra Bose Road and partly by premises No.122, Acharya Jagadish Ch. Bose Road, Calcutta;

On the South : By premises No.121, Acharya Jagadish Ch. Bose Road;

On the West : By premises No.23, Dixon Lane, Calcutta.

IN WITNESS

IN WITNESS WHEREOF the Donor and the Donees have herunto and hereunder set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED BY THE SAID DONOR at Calcutta in presence of following witnesses :-

LT 3 2
Sri K. K. Chatterjee
by the name of
Sury Kumar Chandra



Signature of DONOR.

1. Rajkumar
10B, Bankhaitola Street,
Calcutta - 700014.
2. Saroj Kumar Chandra
81, B. K. Pal Avenue
Calcutta - 5

We accept undivided and ^{equal} one fifth share or portion of the Donor in respect of the undivided property in the premises No.23/1, Dixon Lane, Police Station Machipara, Calcutta-700014 as Gift made to us with deep sense of affection and respect to the Donor.

Drafted and identified by me :

Mahibur Rahman
Advocate.

- (1) Sri Chand Anand
- (2) Divendra Nath Anand
- (3) Rajendra Nath Anand
- (4) Prasanna Nath Anand

Signatures of the DONEES.

Final
Volume 103
357 to 378
4381
2008

DATED THIS THE 25 DAY OF APRIL, 1998.



19-10-2008
M. M. M.



DEED OF GIFT :

Executed by :

SMT. BRIKABHANI CHANDRA

--- --- --- DCNO.

in favour of :

(1) SRI GORA CHAND AUDDY & OTHERS

--- --- --- DOHES



(Signature)

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Prepared by :

MR. MATIBUR RAHAMAN, ADVOCATE,
Bar Association,
City Civil Court, 2 & 3, K.S.
Roy Road, Calcutta-700 001.