

115 MAY 2006 MCTOR MOSES & CO Date Bollchors & Advocates " Old Post Office Street Estrata-T00001 France or with the Perior Day 2000 Mar Osternika anda Crabala-3 pormoz, alyto per gamento of Juladange Road; Kelkola Fronce. LITI's dispensed with Briman Bhattachanger TO LUT BOOM & and modelle ARA II of 184, Bagh bazar Bimar Bhathachigin Keel-3 5/0 date Biswa bandhe blakogie bingisons. 18/A, Bagh baran Street. MAN. Register of Assess Business



Satyeswar Samanta, all residing at 17, Shyam Square, P.S. Shyampukur, Kolkata-700 003, hereinafter referred to as the <u>DONEES</u> (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the <u>OTHER PART</u>:

WHEREAS:

- A. One Narayan Chandra Mondal was the absolute owner of All That the piece and parcel of land situate and lying at Mouza Sahara, P.S. Barasat in the District of 24-Parganas (North) comprised in Dag Nos.435, 428, 429 and 430 under Khatian Nos.111, 561 and 359 containing an area of 2 Acres 26 Decimals be the same a little more or less (hereinafter collectively referred to as the entire land).
 - B. The said Narayan Chandra Mondal who was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving him surviving his only son Bishweshwar Mondal as his only heir and legal representative who solely inherited the said entire land absolutely and forever
 - C. By two Indentures of Conveyance both dated the 12th day of March, 1965 made between the said Bisheshwar Mondal therein referred to as the Vendor of the One Part and Smt. Minati Nath and Smt. Dolly Chakraborty therein referred to as the Purchasers respectively of the Other Part and both registered in the office of the Sub-Registrar at







Rangell Kr. Samanta int por Samuele Sto Lett, Solytower Samont mending at 17, Shyamsquare, 85. Shymburway 01/06/06 Kalkala-700003 bround wooder So Lut Pulin Behari Mardel af 8 f B. Bear para Love KA-30 bensions. ATTU. THE ROLLINGS Probable Mendel. 8/1E Beerporgh Kal-80 Dulin Belier Kordal Busines

Barasat both in Book No.I, Being Nos.3241 and 3242 respectively for the year 1965, the said Vendor therein for the consideration therein mentioned granted transferred, conveyed, assigned and assured unto and in favour of the respective Purchasers therein All That the piece and parcel of land measuring 17 Sataks and 15½ Sataks be the same a little more or less out of the said entire land more fully and particularly described in the Schedule thereunder written.

- D. Thus the said Bisheshwar Mondal remained the owner of the balance land measuring 1.93% acres equivalent to 5 Bighas 16 Cottahs 12 Chittacks be the same a little more or less out of the said entire land.
- E. By six several Deeds of Gift all dated the 12th day of November, 1965 made between the said Biseshwar Mondal therein referred to as Donor of the One Part and Smt. Charan Bala Mondal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Mohan Mondal and Provash Chandra Mondal therein respectively referred to as Donees of the Other Part and all registered in the office of the Sub-Registrar Barasat in Book No.I, Being Nos.13013, 13014, 13015, 13016, 13017 and 13018 respectively for the year 1965, the said Donor therein out of his natural love and affection, granted, transferred, bequeathed and gifted unto and in favour of the Donees respectively all that the said balance land measuring 5 Bighas 16 Cottahs 12 Chittacks be the same a little more or less more fully and particularly described in the respective Schedules thereunder written in equal shares absolutely and forever.





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- F. Subsequently the State of West Bengal acquired All That the piece and parcel of land measuring 15 Cottahs 5 Chittacks 5 Sq. Ft. be the same a little more or less out of the said balance land.
- G. Thus the said Smt. Charan Bala Mondal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Mohan Mondal and Pravash Chandra Mondal remained the joint absolute owners of All that the piece and parcel of land measuring 5 Bighas 1 Cottah 6 Chittacks 40 Sq. Ft. be the same a little more or less out of the said balance land.
- H. By an Indenture of Conveyance dated the 25th day of July, 1974 made between the said Smt. Charanbala Mondal, Arun Kumar Mondal, Barun Kumar Mondal, Tarun Kumar Mondal, Madan Mohan Mondal and Pravash Chandra Mondal therein jointly referred to as the Vendors of the One Part and the Donor herein therein referred to as the Purchaser of the Other Part and registered in the office of the Sub-Registrar at Barasat in Book No.I, Being No.7453 for the year 1974, the said Vendors therein for the consideration therein mentioned granted transferred, conveyed, assigned and assured unto and in favour of the Donor herein All That the piece and parcel of land measuring 24 Sataks equivalent to 14 Cottahs 8 Chittacks be the same a little more or less out of the said balance land more fully and particularly described in the Schedule thereunder)
- I. By an Indenture of Conveyance dated the 21st day of January, 1975 made between Smt. Bibha Thakur therein referred to as the Vendor of the One Part nd Asit Kumar Samanta, Nishit Kumar Samanta, Ajit

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Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Kumar Samanta and RanjitKumar Samanta therein jointly referred to as the Purchasers of the Other Part and registered in the Office of the Sub-Registrar, Barasat in Book No. I, Volume No. 19, Pages 62 – 64, Being No. 604 for the year 1975, the said Vendor therein for the consideration therein mentioned granted, transferred, conveyed assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 2 Cottahs, 5 Chittaks and 22 Sq. ft. be the same a little more or less situate and lying at Mouza Sahara, P.S. Barasat comprised in Dag No.432 under Khatian No. 713 in the District of North 24-Parganas more fully and particularly described in the Schedule thereunder written.

J. By another Indenture of Conveyance dated the 21st day of March, 1975 made between Gopal Sardar, Smt. Neri Sardar, Smt. Pengi Sardar, Smt. Kiran Sardar, Baidya Nath Sardar, Madan Sardar, Smt. Jamuna Sardar, Smt. Shyamali Sardar, Smt. Bijali Sardar, Rabi Sardar, Ranjan Sardar, Austo Sardar and Smt. Phul Kumari Sardar therein jointly referred to s the Vendors of the One Part and Asit Kumar Samanta, Nishit Kumar Samanta, Ajit Kumar Samanta, Sujit Kumar Samanta, Sanjit Kumar Samanta, Sarojit Kumar Samanta and Ranjit Kumar Samanta therein jointly referred to as the Purchasers of the Other Part and registered in the Office of the District Registrar, Barasat in Book No.I, Volume No. 36, Pages 224 to 232, Being No. 2938 for the year 1975, the said Vendors therein for the consideration therein mentioned granted, transferred, conveyed and assigned and assured unto and in

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favour of the Purchasers therein All That the piece and parcel of land containing an area of 5 Cottahs, 8 Chittacks be the same a little more or less situate and lying at Mouza Sahara, P.S. Barasat comprised in Dag No.431 in the District of North 24-Parganas more fully and particularly described in the Schedule thereunder written.

- K. Thus the Donor herein became the absolute Owner of All That the piece or parcel of land containing an area of 16 Cottahs, 7 Chittacks, 24 Sq.ft. be the same a little more or less in the District of North 24-Parganas situate at Mouza Sahara comprised in Dag No. 43 (Part), 428, 429, 430, 431, 432, 434, 435 under Khatian Nos. 47, 111, 394, 393, 501, 359, 713, 126/75 more fully and particularly described in the Schedule below (hereinafter referred to as the said land).
- L. Subsequently the Donor herein had constructed several structures on the said land (hereinafter referred to as the said property).
- M. The Donees are the brothers of the Donor.
- N. Out of his natural love and affection for the Donees, the Donor is desirous of making a free and absolute gift in respect of the said property in equal shares free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions and trust of whatsoever nature.
- O. The Donees have accepted the said gift by signing and executing these presents.

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P. For the purpose of stamp duty the said property is valued at Rs.10,00,000/- (Rupees Ten Lacs) only.

NOW THIS INDENTURE WITNESSETH that in pursuance with the aforesaid and in consideration of the natural love and affection which the Donor bears towards the Donees herein and also for other various causes between the Donor and Donees, the Donor doth hereby grant, transfer, convey, assign and assure unto and in favour of the Donees All That the piece and parcel of land containing an area of 16 Cottahs, 7 Chittacks 24 Sq.ft. be the same a little more or less situate and lying at Mouza Sahara, P.S. Barasat in the District of 24-Parganas (North) comprised in Dag Nos. 428, 429, 430, 432, 431 (Part), 43 (Part), 434 (Part) and 435 under C.S. Khatian No.501, 359, 111, 713, 394, 47, 393, 126/75111 together with structure constructed thereon more fully and particularly described in the Schedule hereunder written (hereinafter referred to as the "said property") AND all the right, title and interest of the Donor into or upon the said property or any part thereof belonging or in anywise appertaining or with which the same or any part thereof now is or are or at any time or times heretofore were or was held, used, occupied or enjoyed or reputed to belong and appurtenant thereto and all that reversion, remainder or remainders, rents, issues and profits of and in connection with the said property hereby granted, conveyed, transferred or expressed or intended so to be and every part thereof and all legal incidence thereof and all the estate, right, title, interest, use, property, claim and demand whatsoever of the Donor both at law and/or in equity SIT SOLVER STATE OF THE SECOND STATE OF THE SE

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into or upon or in respect of the said property or any part thereof free from all encumbrances, attachments, charges, liens, lispendens and/or trust whatsoever TO HAVE AND TO HOLD the said property absolutely and forever and the Donor doth hereby covenant with the Donees that the interest with the Donor professes to transfer subsists and the Donor has good right, full power and absolute authority and indefeasible title to grant, convey, sell, transfer, assign and assure the said property in favour of the Donees in the manner aforesaid AND the Donees shall or may at all times hereafter enter upon enjoy and possess the said property and/or receive the rent, issue and profits thereof without any lawful eviction or interruption from the Donor or any person claiming through under or in trust for the Donor AND the Donor shall at all times hereafter upon and every reasonable request and costs of the Donees do or cause to be done all such acts and things as may be required for further and/or better assuring to the Donees and the said property. AND THE DONEES hereby accept the said gift.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the piece and parcel of land containing an area of 16 Cottahs 7 Chittaks 24 Sq. ft. be the same a little more or less together with the structures standing thereon situate and lying at Mouza Sahara, P.S. and Sub-Registry Barasat comprised in Dag No. 43 (Part), 428, 429, 430, 431, 432, 434, 435 under Khatian Nos. 47, 111, 394, 393, 501, 359, 713, 126/75 in the District of 24 Parganas (North).



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IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the said **DONOR** at Kolkata in

the presence of:

Proboth Mondal 8/16 Beespass doul Kal Kafa -700 030

BIFIAN BHATTACHAPAIR. 18/A, Bugh baras Street.

Jack In Sussessand

SIGNED SEALED AND DELIVERED

by the said DONEES at Kolkata in

the presence of:

Signit K mas Sommet.

Biman Bhaltachija Rangit Ran Samarla

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10. Person of Branches

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DATED THIS

DAY OF

2006

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BETWEEN

AJIT KUMAR SAMANTA
DONOR

AND

SUJIT KUMAR SAMANTA & ORS.

DONEE

11. Registres of Asserts

DEED OF GIFT



VICTOR MOSES & CO., SOLICITORS & ADVOCATES, 6, OLD POST OFFICE STREET, KOLKATA-700 001.

AAD. Rogistrer of Assurances