

भारतीय गैर न्यायिक INDIA NON JUDICIAL

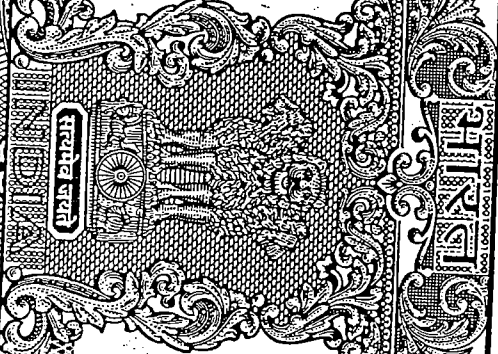
एक हजार रुपये

ONE THOUSAND RUPEES

₹:1000

RS.1000

भारत बंगाल



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

A 59846

hereinafter called the "DONOR" (which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, representatives and successors in interest) of the ONE PART.



পশ্চিমবঙ্গ পত্রিকা বঙ্গাল WEST BENGAL

A 827655

3

AND

SRI BARINDRA NATH CHATTOPADHYAY, son of Late Kamalakanto  
Chattopadhyay, by Caste-Hindu, by occupation- Business, residing  
at Monirampur, Police Station- Barrackpore, District-24-Parganas (North),

hereinafter called the "DONEE" (which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, representatives and successors in interest) of the

**SECOND PART.**

**WHEREAS** the predecessor in title in interest Nagendra Nath Chattopadhyay was the owner of the several plots of land and other properties at different Mouza under different Police Station of different Districts.

**AND WHEREAS** said Nagendra Nath Chattopadhyay, who during his lifetime and at the time of his death was a Hindu, died intestate on 25<sup>th</sup> day of Agrahayan 1355, according to the Bengali Calendar, (i.e. 12<sup>th</sup> day of December 1948), leaving behind him surviving Kamala Kanta Chattopadhyay and Shib Kanta Chattopadhyay, his two sons as his heirs and legal representatives as per Hindu Succession Act. And by virtue of inheritance the said heirs and legal representatives of deceased Nagendra Nath Chattopadhyay, jointly inherited undivided undemarcated  $\frac{1}{2}$  shares in the aforesaid property left by said Nagendra Nath Chattopadhyay.

**AND WHEREAS** during their joint possession said Kamala Kanta Chattopadhyay and Shib Kanta Chattopadhyay had agreed to divide the aforesaid property left by their father said Nagendra Nath Chattopadhyay, in their own names, as some difference of opinion

had took place regarding the management of the same and also to avoid any kinds of future litigations. Accordingly, they had decided to execute one Partition Deed between them.

AND WHEREAS consequently said Kamala Kanta Chattopadhyay had owned and possessed of the several plots of land and other properties at different Mouzas under different Police Stations of different Districts including ALL THAT the piece and parcel of Brick field for manufacturing bricks with structures, fixtures 7 fittings, machineries, sheds, containing an area of land measuring 5.9 Acre more or less comprised in five different C.S. Dags being number 46,49,38/949, 38 & 46/997, four different C.S. Khations being number 475, 476, 732 & 733, two different Touzis being number 3231 & 2998, two different Revenue Surveys being number 38 & 38, 4, J.L. No. 2, Mouza- Monirampur, within the Municipal limits of the North Barrackpore Municipality, P.S. Barrackpore, District- North 24- Parganas, vides one Partition Deed, which was registered at District Registry office, Barasat and recorded in Book No. 1, Volume No. 34, Pages 1 to 189, Being No. 1345, executed on the day of February 1951 and registered in the month of March 1951.

AND WHEREAS during his possession and enjoyment of the aforesaid property, Revisional Settlement Survey came into operation and said Kamala Kanta Chattopadhyay had incorporated his name in the Record of Rights of Revisional Settlement regarding the same

and out of total land measuring an area of 5.9 acre recorded in the previous Settlement record, an area of 1.8Acre at present recorded as "Ikhola" under R.S. Dag No. 38/997, another area of 20 decimal at present recorded as 'Ikhola' under R.S. No. 38/1681, and another area of 52 decimal at present recorded as 'Ikhola' Under R.S. Dag No. 38/1680, appertaining to R.S. Khatian No. 841, Touzi No. 3231, two different Revenue Surveys being number 38 & 4, again, an area of 3.3 Acre at present recorded as 'Ikhola' under R.S. Dag No. 46, and another area of 7 decimal (undivided undemarcated  $\frac{1}{2}$  of 14 decimal) at present recorded as 'Khal' under R.S. Dag No. 46/1682, appertaining to R.S. Khatian No. 915, Touzi No. 2998, Revenue Survey No. 38, J.L. No. 2, Mouza Monirampur, within the Municipal limits of the North Barrackpore Municipality, P.S. Barrackpore, District- North 24-Parganas.

AND WHEREAS said Kamala Kanta Chattopadhyay, at his old age executed a **WILL**, which was registered at Sub-Registry Office Barrackpore and recorded in Book No. III, Being No. 19, executed on 26<sup>th</sup> day of June 1972.

AND WHEREAS said Kamala Kanta Chattopadhyay who during his lifetime and at the time of his death was a Hindu, died on 14<sup>th</sup> day of August 1972, leaving behind him surviving Smt. Sushama Devi, his wife, Sri Rabindra Nath Chatterjee, Sri Bimalendu Chatterjee, Sri Nemai Chand Chatterjee & Sri Barindra Nath Chatterjee, his four sons and Smt. Durga Rani Ganguly, Smt. Chandana Mukherjee, Smt.

Jyotsna Ghatak, Smt. Shuura Banerjee & Smt. Bela Banerjee, his five daughters, as his heirs and legal representatives as per Hindu Succession Act.

AND WHEREAS the said heirs and legal representatives of Late Kamala Kanta Chattopadhyay, did not file any application before the Court, to get Probate of that Will, Being No. 19, dated 26<sup>th</sup> day of June 1972, rather they have agreed to divide the said property as per the specific decisions, terms and directions of the said Will and also have decided not to go to the Court against each other, in future, in relation with the said partition.

AND WHEREAS accordingly one Partition Deed had been executed, which was registered at Sub-Registry Office, Barrackpore and recorded in Book No. 1, volume No. 68, Pages 6 to 23, Being No. 3777, on 28<sup>th</sup> day of September 1976, made among Sri Bimalendu Chatterjee, Sri Nemai Chand Chatterjee & Sri Barindra Nath Chatterjee, therein described as the party of the first part and Sri Rabindra Nath Chatterjee, therein described as the party of the Second Part and Smt. Sushama Devi, therein described as the Party of the third part. It is stated that all five daughters of Late Kamala Kanta Chattopadhyay, have expressed their approval regarding such partition and also appeared and executed the said Partition Deed as a Confirming Party.

AND WHEREAS Sri Bimalendu Chatterjee, Sri Nemai Chand Chatterjee & Sri Barindra Nath Chatterjee, were the joint owners and possessors of the several plots of land and other properties including ALL THAT the piece and parcel of land measuring an area of 1.8 Acres under R.S. Dag No. 38/997, another area of 20 decimal under R.S. Dag No. 38/1681, and another area of 52 decimal under R.S. Dag No. 38/1680, all are at present recorded as 'Ikhola' appertaining to R.S. Khatian No. 841, Touzi No. 3231, two different Revenue Surveys being number 38 & 4. Again, an area of 3.3 Acre at present recorded as 'Ikhola' under R.S. Dag No. 46, and another area of 7 decimal (undivided undemarcated  $\frac{1}{2}$  of 14 decimal) at present recorded as 'Khal' under R.S. Dag No. 46/1682, appertaining to R.S. Khatian No. 915, Touzi No. 2998, Revenue Survey No. 38, J.L. No. 2, totaling land measuring an area of 5.9 Acre with structures, fixtures & fittings, machineries, sheds, etc, in Mouza- Monirampur, within the municipal limits of the North Barrackpore Municipality, P.S. Barrackpore, District- North 24- Parganas, described in Lot No. 2, of the 'KHA' Schedule of the said Partition Deed, which was registered at the Sub-Registry Office, Barrackpore and recorded in Book No. I, Volume No. 68, Pages 6 to 23, Being No. 3777, executed on 28<sup>th</sup> day of September 1976.

AND WHEREAS during their joint possession some difference of opinion had arisen regarding the management of the said property among said Sri Bimalendu Chatterjee, Sri Nemai Chand Chatterjee



and Sri barindra Nath Chatterjee. As a result, they have agreed to divide the aforesaid property, which they got vide said Partition Deed, being No. 4197, dated 21<sup>st</sup> day of October 1978, in their own names to avoid any kinds of future litigations. Accordingly, they had decided to execute one Partition Deed between them.

AND WHEREAS at present, Sri Nemai Chand Chatterjee and Sri Barindra Nath Chatterjee, have become the joint owners and possessors of some plots of land and other properties including **ALL** **THAT** the piece and parcel of land measuring an area of 1.8 Acre under R.S. Dag No. 38/997, another area of 20 decimal under R.S. Dag No. 38/1681, and another area of 52 decimal under R.S. Dag No. 38/1680, all are at present recorded as 'tkhola' appertaining to R.S. Khathan No. 841, Touzi No. 3231, two different Revenue Surveys being number 38 & 4. Again, an area of 3.3 acres at present recorded as 'tkhola' under R.S. Dag No. 46, and another area of 7 decimal (undivided undemarcated  $\frac{1}{2}$  of 14 decimal) at present recorded recorded as 'Khal' under R.S. Dag No. 46/1682, appertaining to R.S. Khathan No. 915, Touzi No. 2998, Revenue Survey No. 38, J.L. No.2, totaling land measuring an area of 5.9 Acre with structures, fixtures & fittings, machineres, sheds etc, in Mouza-Monrirampur, at Ward No. 19, within the Municipal limits of the North Barrackpore Municipality, P.O. & P.S. Barrackpore, District- North 24-Parganas, Kolkata-700120, described in Lot No. 2 of the Schedule 'A' of the said Partition Deed, which was registered at the Sub-Registry

Office, Barrackpore and recorded in Book no. 1, Volume No. 76, Pages 192 to 200, Being No. 4197, executed on 20<sup>th</sup> day and registered on 21<sup>st</sup> day of October, 1978.

AND WHEREAS since then Sri Nemai Chand Chatterjee, the Donor herein along with his brother Sri Barindra Nath Chatterjee, have been jointly enjoying each and every part of the said premises absolutely free from all encumbrances, interference and disturbances of any other person or persons whatsoever nature, etc.

AND WHEREAS each and every part of the said land/property is free from all encumbrances, charges, liens, lispensens, attachments, mortgages, trusts, acquisition and/or requisition, etc, whatsoever or whatsoever nature and Sri Nemai Chand Chatterjee, the Donor herein along with his brother Sri Barindra Nath Chatterjee, have good, free and clear marketable title to the said premises with right to assign and transfer their title to the third parties.

AND WHEREAS the Donor and the Donee are seized of the property described in the Schedule hereunder written and hereinafter referred as the "said Property" free from encumbrances upon trust to sell the same and stand possessed of the net proceeds of sale and of the net rents and profits until sale upon trust for themselves in equal shares.

The Donor is desirous of giving his undivided share and interest as co owner in the said property and the proceeds of sale thereof to the Donee.

**NOW THIS DEED WITNESSETH** that in pursuance of said intention and in consideration of natural love and affection which the said Donor has for the said Donee, the said Donor out of his own free will, accord, without coercion or undue influence from any body whomsoever and in full possession of their senses do hereby absolutely give convey, grant undivided undemarcated ½ share in the said property.

The Donor do hereby indefeasibly and absolutely grant, convey, assure, sell and transfer unto and to the use of the donee **ALL THAT** the building together with the land more particularly described in the Schedule hereunder written and shown in the map or plan annexed hereto **OR HOWSOEVER** the said property hereditaments and premises or any part or portion thereof now are or is or any time or times hereto before were or was situated, butted, bounded called known described or distinguished **TOGETHER WITH** all rights and benefits in over and under as shown and delineated in the map or plan annexed hereto and all areas water watercourses, sewers, drains, ditches, rights privileges, easements, advantages, light liberties and appurtenances whatsoever to the said property hereditaments and premises belonging to or reputed to belong or be appurtenant thereto **AND** the reversion and reversions and remainder and remainders **AND ALL** the estate right, title, interest, use, trust, possession property claim and demand both at law and in equity of the donor into and upon the said property

hereditaments and premises or any or every part thereof AND ALL rents, issues and profits thereof AND ALL deeds, pattahs, muniments, writings and evidence of title whatsoever relating to or concerning the said property hereditaments and premises which are now or hereafter shall or may be in the custody possessin, power or control of the said donor or any person or persons from whom she can or may procure the same without any suit or action at law or in equity free from all encumbrances TO HAVE AND TO HOLD the said property hereditaments and premises hereby granted, conveyed, assured, sold and transferred or expressed or intended so to be and to the use of the donee absolute and for ever AND the Donor do hereby for himself, his heirs, executors, administrators, representatives and covenants with the donee their heirs, executors, administrators, representatives and assigns that NOTWITHSTANDING any act, deed or things, by the donor or any of his predecessor or predecessors in tile donee, committed or executed or knowingly suffered to the contrary he the said Donor is now lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereditaments and premises hereby granted, conveyed and transferred or expressed. so to be and every part thereof upto and to the use of the donee absolutely and forever for a perfect and indefessible estate or inheritance without any manner or conditions use, trust or other thing whatsoever to alter, defeat encumber or make void the same AND the NOTWITHSTANDING any act, deed or thing whatsoever and

aforesaid Donor now have in himself good right, full power absolute authority and indefeasible title to sell, convey, or transfer the said property hereditaments and premises and every part thereof hereby granted, conveyed and transferred or expressed so to be unto and to the use of the Donee absolutely and forever AND that the donor has not in any way encumbered the said property hereditaments and premises hereby granted, conveyed and transferred AND that the donee shall and may at all times hereafter peaceably and quietly enter upon have hold possess and enjoy the said property and premises and every part thereof and without any lawful eviction, interruption claim and demand whatsoever from or by the Donor any person or persons lawfully claiming from under or in trust for the Donor or from or under any of their predecessors in title AND that free and clear freely and clearly and absolutely discharged saved kept harmless and indemnified against all estate and encumbrances created by the Donor or any of her predecessor in title AND further that donor and all and every other person or persons have or lawfully or equitably claiming any estate or interest in the said property hereditaments and premises or any part thereof from under or in trust for the donor or from or under any of his predecessor in title shall and will from time to time and at all times hereafter at the request and costs of the donee do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better or more perfectly assuring the said property hereditaments and premises and every part thereof unto and to the use of the donee

in the manner aforesaid as shall or may be reasonably required.  
 AND that the Donee accepts the gifts of the said property hereunder made by his being a party hereto and executing these presents.

The Valuation of the entired property in Rs.32,00,000/- (Thirty two lac only)

**SCHEDULE 'A' OF THE PROPERTY ABOVE REFERRED TO**

**ALL THAT** the brick field for manufacturing 'KMC' Brand bricks with structures, fixtures, fittings, machineries, sheds, containing land measuring 2.95 acres out of 5.90 acres undivided undemarcated  $\frac{1}{2}$  share in Raiyati Sthitban right appertaining to

L. R. Khatian No. 3358 corresponding Dag No. 46/997 area 1.80 acres  
 L.R. Khatian No. 3358 corresponding Dag No. 38/1681 area 0.20 acres  
 L.R. Khatian No. 3358 corresponding Dag No. 38/1680 area 0.52 acres  
 L.R. Khatian No. 3358 corresponding Dag No. 46/1682 area 0.07 acres  
 L.R. Khatian No. 3358 corresponding Dag No. 46 area 3.31 acres in Mouza- Morirampur, within North Barrackpore Municipality being Municipal Holding No. 34 of Ward No. 19, under Police Station- Barackpore, District- 24-Parganas butted and bounded as follows:-

**ON THE NORTH BY.** : Brick field of Satya Brick Works;

**ON THE EAST BY** : Morirampur High School;

**ON THE SOUTH BY** : Shib Karita Chatopadhyay Property;

**ON THE WEST BY** : River of Ganges.

IN WITNESS WHEREOF the parties herunto set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED, SEALED & DELIVERED

In presence of:-

1. *Sumanjit Ban.*  
111, S.N. Banerjee Road  
B.S. Bose Estate  
Cal - 120

*Nimai Chakraborty*

SIGNATURE OF THE DONOR

2. *Souparno Roy Chowdhury*  
*Advocate*  
Sardar Civil Court.  
Kof - 14.

I accept the gift heartily

*Banindra Naini Chakraborty*

SIGNATURE OF THE DONEE

Drafted & Prepared by:-

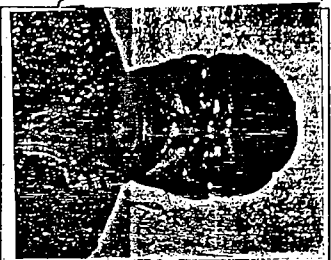
*Partha Pratim Kanjilal*  
28.12.06

Partha Pratim Kanjilal  
Advocate  
High Court, Calcutta.

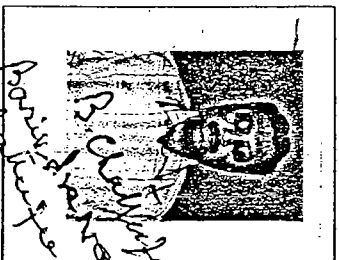
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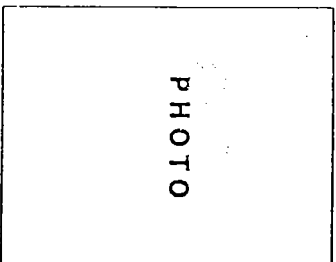
**SPECIMEN FORM FOR TEN FINGERPRINTS**



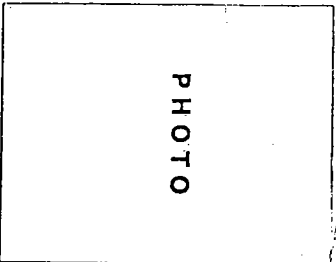
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					