

WHEREAS predecessor-in-title in interest Kali Charan Ghosh Gachhui was the owner of the land measuring an area of 14 Bigha lying and situated at Dag No.1840, Khatian No.306, Mouza-Chandanpukur who sold and transferred the land measuring an area of 8 Cottahs 8 Chattaks to Bhupati Mohan Bandopadhyay vide Deed of Conveyance bearing No.8462 in the 1955 written in pages 264 to 267, Book No.I, Vol-95, which was registered at the office of S.R. Barrackpore. Thus Bhupati Mohan Bandopadhyay has become the absolute owner of the aforesaid property.

AND WHEREAS Bhupati Mohan Bandopadhyay while thus seized and possessed of the aforesaid property raised and constructed a two storied residential building and mutated his name in the record of Municipality bearing Holding No. 28(46), Thakur Ram Krishna Road, P.O. Nona-Chandanpukur, Barrackpore, P.S. Titagarh Dist. North 24 Parganas and at the office of B.L. & L.R.O. too.

AND WHEREAS said Bhupati Mohan Bandopadhyay executed a WILL in respect of his said land measuring an area of 4 Cottahs 4 Chattaks out of aforesaid property on 20.7.1988 which was registered at the office of S.R. Barrackpore written in Book No.III being No.21.. That Bhupati Mohan Bandopadhyay died testate on 10.3.1992 and after the death of Bhupati Mohan Bandopadhyay said WILL was probated by the LD. DISTRICT JUDGE at Barasat vide Misc Case No.368/1995 and same was granted on 19.5.1999 and as per terms of the said WILL the donor referred to above has become the absolute owner of the schedule property mentioned below and has been enjoying peaceful possession thereto and mutated his name in the record of Municipality being Holding No.46/1, Thakur Ram Krishna Main Road, P.O. Nona-Chandanpukur, Barrackpore, P.S. Titagarh, Dist. 24 Parganas (North).

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M/S. KAJAL SAMADDAR.

Kajal Samaddar
Proprietor

AND WHEREAS the Donor referred to above being a owner of the schedule property desires to meke a gift in favour of his own full blooded younger brother the donee referred to above out of love and affection to give effect of it donor by these presents transferred the schedule property in favour of donee which the Donee accepted.

IT IS HEREBY declared that the property so gifted by the Donor by virtue of these presents is free from all encumbrances and donor has not encumbered the same in any way till this date for the purpose of stamp duty the value of the property assessed for Rs.1,70,000/- (Rupees one lakh seventy thousand) only .

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid acceptance and also in consideration of natural love and affection have for the donee and also for the Donor's own free will and intention to make gift of the aforesaid plot of land measuring an area of 632 Sft. whereon residential building stands lying and situated at Dag No. 1840, Lhatian No. 306, J.L. No.2, Touzi No. 182, R.S. No. 15, Mouza-Chandanpukur, bearing Holding No.28(46), Thakur Ram Krishna Road, P.O. Nona-Chandanpukur, Barrackpore, P.S. Titagarh, District North 24 Parganas unto the said donee absolutely and for ever with all right title interest possession easement appendices and appurtenance in and over the aforesaid land with building described in the schedule below and the donor do hereby give, convey, grant, transfer and confirm unto the donee ALL THAT piece or parcel of the aforesaid land with building described morefully in the schedule below TOGETHER WITH

M/S. KAJAL SAMADDAR
Proprietor

privileges profits advances and all other appurtenance whatsoever to the said land with building TO HAVE AND TO HOLD the same do hereby gifted conveyed and grant and transferred ^{by way of gift} unto the donee to use/benefit of the said donee and the donor do hereby covenant with the donee that NOTWITHSTANDING any act, deed matter or thing by the donor done execute or knowingly committed or suffered to the contrary the donor has now in himself good right full power and absolute authority to give grant and dispose of the said land with building the manner as aforesaid and that the said donee shall and may from time to time and at all times hereafter peaceably and quietly enter upon has hold occupy possess and enjoy the said land with building with all appurtenance and receive and take all issues and profits and every part thereof without any law suit troubles eviction claim or interruption whatsoever from or by the donor or any person or persons claiming under him or in trust for him and further the said donor shall and will from time to time and at all times hereafter upon the request of the donee execute and perfect or cause to be done made execute or perfected all such further and other acts deeds conveyance and assurance for more effectually and satisfactorily granting and confirming the said hereditaments land with building to the true intents and meaning of these presents and the said donee shall be reasonably required.

SCHEDULE OF PROPERTY - 'A'

ALL THAT a piece and parcel of land measuring 4 Cottans 4 Chattaks whereon building stands bearing Holding No.28(46), Thakur Ram Krishna Main Road, P.O. Nona-Chandanpukur, P.S. Titagarh, Dist. North 24-Parganas lying and situated at Dag No.1840 Khatian No. 306, J.L.2, R.S.15, Touzi No.182, Mouza-Chandanpukur Ward No.6 under Barrackpore Municipality within the jurisdiction of ADSR Barrackpore which is butted and bounded by:-

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Anandi Nath Banerjee

MIS. KAJAL SAMADDAR
Proprietor

SCHEDULE OF PROPERTY (CONTD) - 'A'

ON THE NORTH : Building of late Chittaranjan Chatterjee.
ON THE SOUTH : Building of Sri. Hari Kindar Sarkar,
ON THE EAST : Stair case of Donee (Anadi Nath Banerjee).
ON THE WEST : Thakur Ramkrishna Road.

SCHEDULE OF PROPERTY - 'B' (Gifted property)

ALL THAT a piece and parcel of land measuring 632 Sft. whereon residential building stands measuring an area of 173.2 Sft. consisting of one 13' X 12' room bearing Holding No.46/1, Thakur Ramkrishna Main Road, P.O. Nona-Chandanpukur Barrackpore, P.S. Titagarh, situated at Dag No.1840 Khatian No.306, J.L.2 Touzi No.182, R.S.15 Mouza-Chandanpukur, Ward No.6 under Barrackpore Municipality within the jurisdiction of A.D.S.R. Barrackpore.

IN WITNESS WHEREOF the parties hereunto have set and subscribed their respective signatures in good and sound health and mind on the day month and year first above written.

SIGNED SEALED & DELIVERED:

in the presence of :

WITNESSES:

1. Apish Chatterjee
40/6 Nabin Ch. Das Road.
Kolkata 700090.
2. Ananta Kumar Banerjee
28/46, Thakur Ramkrishna Road.
North Chandanpukur
Barrackpore.

Anadi Nath Banerjee

DONOR

Anadi Nath Banerjee

DONEE

Drafted and prepared by:

Nirmal Kant Som

(N.K. Som)
Advocate

S.S. Banerjee
Typed by : S.S. Banerjee
43, Baeasat Road,

MIS. KAJAL SAMADDAR
Kajal Samaddar
Proprietor