

WHEREAS predecessor in title in interest Kali Charan Ghoshgachhui son of late Kailash Charan Ghoshgachhui was the owner of the land measuring 8 cottahs 8 chittaks 0 sft. situated at R.S. Dag no. 1840, R.S. Khatian No. 306, J.L. 2, R.S. 15, Touzi 182, Mouza Chandanpukur who sold and transferred the said land to Bhupati Mohan Bandopadhyay son of late Kunja Behari Bandopadhyay vide Deed of Conveyance which was registered at the office of S.R. Barrackpore being No. 8462 recorded in Book No.I, Vol no. 95 pages 264 to 267 in the year 1955. Thus, Bhupati Mohan Bandopadhyay became ...P/5

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the absolute owner of the land and since then he had been enjoying peaceful possession thereto constructing and raising a residential building thereon.

AND WHEREAS Bhupati Mohan Bandopadhyay while thus seized and possessed of the aforesaid land executed a WILL dated 20.07.1988 in respect of the aforesaid premises and after the demise of Bhupati Mohan Bandopadhyay the said WILL was probated before the Ld. District Judge, North 24 Parganas, Barasat vide Misc. Case No. 368/1995 (Probate) when the Ld. District Judge was pleased to grant of the probate of the WILL dated 19.05.1999 by virtue of it as per terms of the said WILL Sri Ananta Kumar Banerjee has been awarded the area of the land measuring 496.23 sft. whereon the building stands measuring 163.5 sft. on the ground floor of the two storied building bearing Holding No. 28(46/1, 46/2) at present 46(28) Thakur Ramkrishna Road under ward No.6 of Barrackpore Municipality.

AND WHEREAS Sri Ananta Kumar Banerjee on acquiring the right and title of the aforesaid land with building has mutated his name to the record of Barrakpore Municipality and he has been paying the taxes thereto.

AND WHEREAS Ananta Kumar Banerjee while thus seized and possessed of the aforesaid land with building has desire to transfer the aforesaid land with building in favour of his own full blooded elder brother Anadinath Banerjee out of love and affection and respective regard to give effect of it by



transferred the land measuring 496.23 sft. whereon building stands measuring 163.5 sft. standing on the ground floor situated at R.S. Dag No. 1840, R.S. Khatian No. 306, Mouza Chandanpukur bearing Holding No. 46(28) Thakur Ramkrishna Road, PO: Nonachandanpukur, Barrackpore in favour of Anadinath Banerjee the doneer referred to above when the Donee has gladly accepted the said gift and as such at present Sri Anadinath Banerjee has become the absolute owner of the aforesaid land with building having right to transfer by way of gift, sale and/or in any way in any manner as required.

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For the purpose of registration of the Deed of Gift the subject property has been assessed for Rs. 1,50,000/- (Rupees one lakh fifty thousand) only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid acceptance and also in consideration of natural love and affection has for the donee and also for the donor's own free will and intention to make gift the land measuring 496.23 sft whereon the building stands measuring 163.5 sft.on the ground floor with a right to use and enjoy the common areas standing on the land situated at R.S. Dag No. 1840, R.S.

Dist: North 24 Parganas under Ward No. 6 of Barrackpore Municipality,

unto the said Donee absolutely and forever with all rights title interest possession easement appendices and appurtenance in and over the aforesaid property described in the schedule below and the donors do hereby give convey grant transfer and confirm unto the donee ALL THAT piece and parcel of aforesaid property described in the schedule below TOGETHER WITH privileges profits advantages and all other appurtenance whatsoever to the said property TO HAVE AND TO HOLD the same do hereby gifted, granted, conveyed and transferred 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 donors done executed 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 property in the manner as aforesaid and that the said donee shall and may from time to time and at all times hereunder peaceably and quietly enter upon have hold occupy possess and enjoy the said property 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 them or in trust for them 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

M/S. KAJAL SAMADDAR

Proprietor

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perfect or cause to be done made execute or performed all such further and