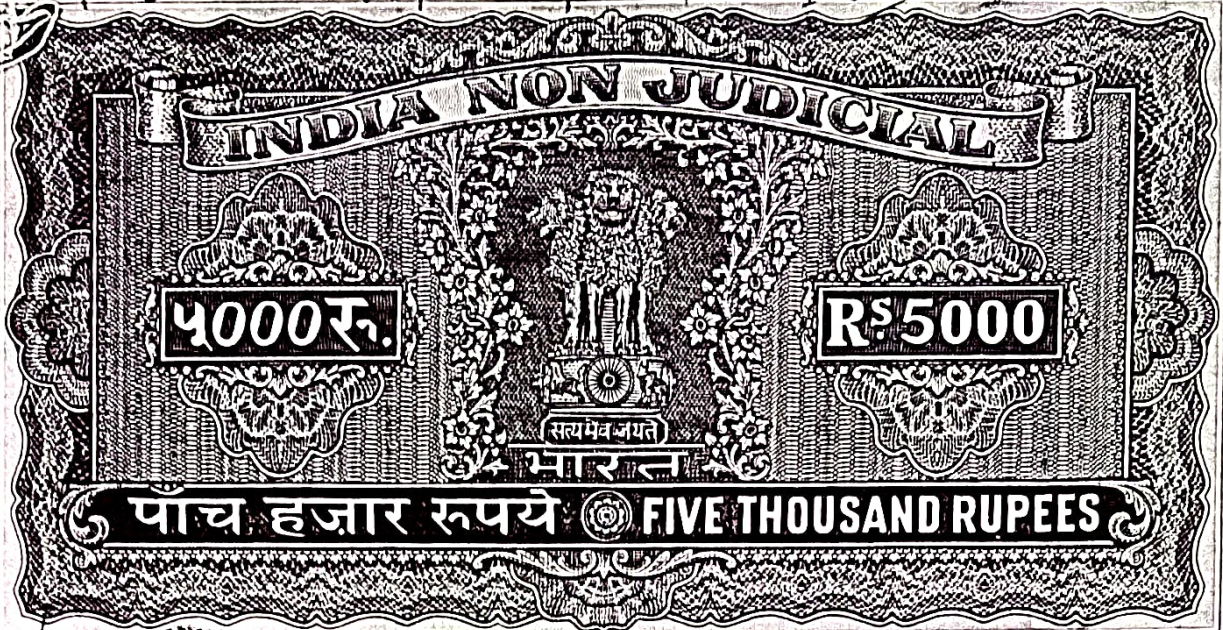


P 02575 Vol-127 148 I-01856

5000Rs.



14/25

7010

7/6/03

Miv. Room
381/501

H. Habra

Sub-Registrar
Alipore South 24-Parganas

6/3/03

2623
3/35

2380
1568

verified that the Deficit Stamp duty amounting to Rs. 2380 in Bank Draft No. 533746 dated 9/12/03 in respect of ... / GEN settlement ... etc. From S.W. Chatterjee Sub-Registrar Alipore South 24-Parganas

6/3/03

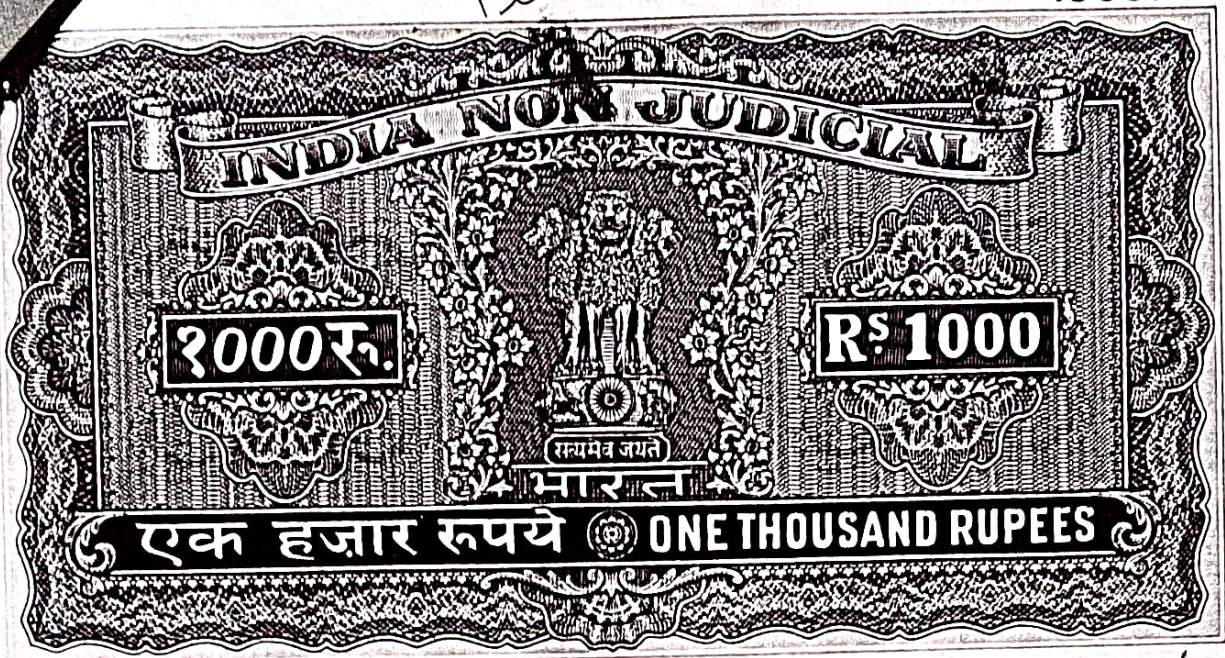
THIS DEED OF GIFT made this the 9th day of June, One thousand Nine Hundred Ninety Nine; BETWEEN SMT. DIPALI MUKHERJEE wife of Late Bijan Mukherjee, by faith Hindu, by Occupation Housewife, residing at Swamiji Road, South Habra, P.O. Habra, P.S. Habra,

District...

L-1089-
F-74
F-74
11034

Deficit Regn. Fees. 1567
Rs. 1568 realised
per M.R. No. 613103

Sub-Registrar
Alipore South 24-Parganas
6/3/03



page no.2

District North 24-Parganas, hereinafter called and referred to as the "D O N O R" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the ONE PART :

AND...



page no.3

A N D

SRI SHAMBHU NATH CHAKRABORTY, son of Late Kamakshya Charan Chakraborty, by faith Hindu, by Occupation Service residing at 198/1, Raipur Road, P.O. Naktala, P.S. Jadavpur, Calcutta- 700047, hereinafter called and referred to as the "D O N E E" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal

representatives...



page no.4

representatives and assigns) of the OTHER PART :

WHEREAS by an Indenture dated : 05.12.1956 registered in the office of the District Registrar, Alipore, 24-Parganas, and recorded in Book No. I, Volume No. 14, pages 212 to 217, Deed No. 5456 for the year 1956, one Smt. Suniti Chakraborty wife of Kamakshya Charan Chakraborty purchased all that piece and parcel of land measuring more or less 5 cottahs 8 chittaks comprised in Dag No. 611/1313 under Khatian No. 154, Mouja Raypur, J.L. No. 33 Touzi No. 56, R.S. No. 39,

P.S. ...

156

page no.5

P.S. Sadar Tollygunge, now under P.S. Jadavpur, District 24-Parganas (South) from its the then owner Motiar Rahaman Molla son of Late Mona Molla by faith Muslim, of Raypur, Calcutta- 700 040, with valuable consideration mentioned therein.

AND WHEREAS thus the said Smt. Sunity Chakraborty, since deceased, became the absolute owner in respect of land measuring more or less 5 cottahs and 8 chittaks as referred above and got her name mutated with the Calcutta Municipal Corporation vide Assessee No. 21-099-04-0071-4 and the said land was known and numbered as premises No. 198/1, Raipur Road, Calcutta- 700 047, Ward No. 99 and while had been possessing enjoying and occupying the said landed property by constructing her dwelling house therein at her own ' stridhana ' she died intestate on 03.12.1985 leaving behind her two daughters namely (1) Smt. Putul Mukherjee (Chakraborty) wife of Sri Atul Rajnan Mukherjee and (2) Smt. Dipali Mukherjee (Chakraborty) wife of Late Bijan Mukherjee, the Donor herein and two sons namely (1) Sri Sambhu Nath Chakraborty, the Donee herein and (2) Sri Samir Chakraborty, as her surviving legal heirs and successors in respect of her said landed properties with dwelling structures standing therein measuring about 600 sq.ft. more or less in a old and dilapated condition.

AND WHEREAS the husband of said Sunity Chakraborty also died intestate on 13.01.1966.

AND WHEREAS...

157

page no.6

AND WHEREAS now the said (1) Smt. Putul Mukherjee (Chakraborty) (2) Dipali Mukherjee (Chakraborty) (3) Sri Shambhu Nath Chakraborty and (4) Sri Samir Chakraborty, are being the only surviving legal heirs of deceased Sunity Chakraborty have been possessing enjoying and occupying the said land with structure having their equal undivided and undemarcated 1/4th share each.

AND WHEREAS the said property of the premises is absolute property of the aforesaid Smt. Putul Mukherjee, Dipali Smt. Dipali Mukherjee, Shambhu Nath Chakraborty and Samir Chakraborty without having any demarcation in respect of their 1/4th share over the said property.

AND WHEREAS the said Smt. Putul Mukherjee is a Govt. Official by profession and she is well established with her family members and Sri Samir Chakraborty, one of the Co-owners of the said property, is a businessman by profession and well settled. The Donee Sambhunath Chakraborty is comparatively weaker than all of us in respect of his income and accomodation. Considering his condition I, the Donor herein, being the owner of undivided, undemarcated 1/4th share i.e. 1 catta 6 chittaks together with structure of the said total undivided land measuring more or less 5 cottahs 8 chittaks comprised in Dag No. 611/1313 under Khatian No. 154 of Mouja Raypur, P.S. Jadavpur, District 24-Parganas (South) now within the limits of the Calcutta Municipal Corporation, Jadavpur Unit, Ward No. 99 being known and numbered as premises No. 198/1, Raipur

Road,...

156
page no.7

Road, P.S. Jadavpur, Calcutta- 700 047, am willing to give, grant, transfer assure and assign my said undivided 1/4th share of the property which is more fully and particularly described in the schedule hereunder written by way of unconditi-onal Gift forever, unto and in favour of my younger brother Sri Shambhu Nath Chakraborty, the Donee herein, as a token of my natural love and affection unto him and his family members.

AND WHEREAS in consideration of natural love and affection which the Donor had and still have for the Donee, the Donor doth hereby and hereunder grant, gift, transfer, assure and assign unto and to the use of the Donee, freely and voluntarily the property mentioned in the schedule hereunder written TO HAVE AND TO HOLD the same for his sole use and benefit absolutely and unconditionally for ever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the above and in consideration of all the facts and circumstances & the Donor doth hereby forever acquit, release and discharge the Donee by these presents grant, transfer, convey, gift, assure and assign all these the messuage, undivided 1/4th share of land together with dwelling structure thereon tenements, hereditaments and structure therein the said premises No. 198/1, Raipur Road, Calcutta- 700 047, which is more fully and particularly described in the schedule hereunder written OR HOWSOEVER OTHERWISE the said land

and...

159

page no.8

and hereditaments or any part thereof nor are or is or heretofore were or was situated butted, bounded, called known, numbered or distinguished together with all liberties, privileges, easements and appurtenances whatsoever annexed hereto to the said land and structure belonging to or in any way appertaining to all the estate, right, title, interest, claim and demand whatsoever of the said Donor under or to the property hereby transfe according to the undivided share of the Donor and every part thereof to hold the same to the Donee absolutely and forever.

The Donor and all persons claiming under them do hereby covenant with the Donee, his heirs, executors, administrators, legal representatives and assigns, that the donor is now lawfully seized and possessed of the said land and premises free from all encumbrances and she has absolute authority to grant and gift her said share of land and the donee shall hereafter peacefully and equitably possess and enjoy the said land and premises in khas or through tenants without any claim or demand whatsoever from the Donor or any persons claiming through or under them and the Donor, her heirs etc. covenant to the same harmless and indemnified the Donee from or against all losses, encumbrances, charges and equities whatsoever and the Donor further covenants that if required in future at all reasonable times she will at the requests and costs of the Donee and at his costs do, execute or cause to be done or executed all such acts, deeds and things whatsoever for further or more particularly conveying

and...

and assuring the said property and every part thereof in manner aforesaid as also putting the Donee in possession of the said land and structure, according to the true covenant with the Donee that the donee will have right to mutate his name in all the concerning offices when required and the Donor do hereby agree to keep harmless and indemnified the Donee from all losses, damages, costs or expenses which he may sustain or incur by reason of any claim being made by anybody whomsoever to the said property and the Donor further covenant that if it transpires that the land hereby gifted by the Donor is not free from all encumbrances and/or litigations then the Donor shall be liable for all eventualities.

AND THE DONEE accepts the gift of the said property hereunder made as testified by him being a party hereto and executing these presents.

The estimated value of the said property is Rs. 1,00,000/- (Rupees One lakh).

SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of undivided and undemarcated 1/4th share of land and one Pucca Room (150 sft.) structure containing an area measuring more or less 1 cottah 6 chittaks out of total undivided area measuring 5 cottah 8 chittaks together with old and dilapidated dwelling structure standing thereon be the same a little more or less lying and situated at mouja Raipur, J.L. No. 33 , Touzi No. 198, R.S. 39, Pargana

Khaspur,...

161

page no.10

Pargana Khaspur, Sub-Registry office at Alipore, Police Station Jadavpur (formerly Tollygunge), in the District of 24-Parganas(S) comprised in Dag No. 611/1313 under Khatian No. 154, now within the limits of the Calcutta Municipal Corporation Jadavpur Unit, Ward No. 99, being known and numbered as premises No. 198/1, Raipur Road, Calcutta- 700 047. The said gifted property is a part of the premises No. 198/1 Raipur Road, Calcutta- 700 047 under ward No.99.

IN WITNESSES WHEREOF the Donor and the Donee hereunto have set and subscribed their respect signatures on the day month and year first above written.

Syamabhu N. Chakraverty
THE GIFTED PROPERTY IN
ACCEPTED BY THE DONEE :

Dipali Mukherjee
SIGNATURE OF THE DONOR

WITNESSES :

- 1) *Ashim Das*
C. Baker Road
Calcutta 27
 - 2) *Amil Kr. Ghosh*
10, Old Post Office St
Cell - 1
- Drafted by:

Goutam Basu
Advocate, *WB/745/80*.

Typed by me :

Madan Ch. Paul
Alipore Police Court
Calcutta- 700 027.