

S. R. Behala, Deed No. 2150 Book No. I, Date

10 Rs.



4863-1976 58(98)



Addl. District Sub-Registrar,  
Behala South 24 Parganas.

1988

2315.1

I: 2150



AN. 4367  
of 170 of  
Behala  
16.4.98

STAMP AFFIXED BY

15/4/98  
STAMP SUPERINTENDENT  
CALCUTTA COLLECTORATE

Assessable under W.B. 21.  
duty charged Rs. 1000/-  
apt from or 16.4.98  
16.4.98 imposed in 1998  
revenue Rs. 33  
Date 16.4.98

A 759 -  
E 7  
766/-

Adm Dist Sub Registrar  
Behala Sub Division

16.4.98

British Stamp Duty  
of Rs. 13,262/-  
due date called  
21/5/98 636483  
21/5/98

THIS DEED OF GIFT made this 16th day of April

2101. in the year One thousand nine hundred and ninety-seven

A. For Rs. ....

Subsequently Realized

vide Regn Receipt

No. 1230 dated 5/6/98

BETWEEN

(1) SRI RAJIB CHOWDHURY, son of late Anil Baran Chowdhury,

5/6/98 by religion Hindu, by occupation Service, residing at 56/1,

Mahareni Indiradevi Road, within the Police Station Behala,

Calcutta-700060 (2) SMT. RUPA MAJUMDAR, alias SMT.

RUPA CHOWDHURY, wife of Sri Keshab Majumdar, by religion Hindu, by occupation Housewife, residing at G.I.P. Colony, Hatpukur, Ramrajatala, within the Police Station Jagacha, Howrah-711321 and (3) SMT. POUSALI CHOWDHURY, daughter of Late Anil Baran Chowdhury, by religion Hindu, by occupation Student, resident of 56/1, Maharani Indiradevi Road, within the Police Station Behala, Calcutta-700060, hereinafter jointly called and referred to as the "DONORS" (which expression unless excluded by or repugnant to the context shall be deemed to include their respective heirs executors administrators representatives and assigns) of the ONE PART

A N D

SMT. DIPTI CHOWDHURY, wife of late Anil Baran Chowdhury, by religion Hindu, by occupation Housewife, residing at 56/1, Maharani Indiradevi Road, within the Police Station Behala, Calcutta-700060, hereinafter called and referred to as the "DONEE" (which expression unless excluded by or repugnant to the context shall be deemed to include her heirs executors administrators representatives and assigns) of the OTHER PART :

W H E R E A S by way of purchase Sri Gopal Chandra

Chowdhury, son of late Ramdas Chowdhury acquired a piece of  
parcel of land measuring 15 (Fifteen) Cottahs 7 (Seven)  
Chhittacks and 6 ( Six ) Square feet, be the same a little  
more or less, which was registered on the 14th February 1952  
in the Office of the Sub-Registrar at Behala and noted in  
Book No.I, Volume No.8, at pages 152 to 157, Being the Deed  
No.297 for the year 1953, for a valuable consideration mentioned  
therein from one Smt. Kalidasi Dasi ;

AND WHEREAS due to natural love and affection the said  
Sri Gopal Chandra Chowdhury executed a Deed of Gift bearing  
the date 10th December, 1970, in favour of his second married  
wife Smt. Hemangini Chowdhury, wife of Sri Gopal Chandra  
Chowdhury and his elder son Sri Anil Baran Chowdhury, who is  
the son of late Chempaklata Chowdhury first married wife of  
Sri Gopal Chandra Chowdhury which was executed and registered  
in the Office of the Sub-Registrar at Behala and noted in  
Book No.I, Volume No.61 at pages 293 to 300 Being the Deed  
No.4347, for the year 1970 for valuable consideration mentioned  
therein ;

AND WHEREAS thereafter in order to avoid family dispute

the said Smt. Hemangini Chowdhury wife of late Gopal Chandra Chowdhury executed a Deed of Partition between herself and her three sons, namely - Sri Ashim Baran Chowdhury, Sri Ashit Baran Chowdhury, Sri Ajit Baran Chowdhury and her step son Sri Anil Baran Chowdhury, which was registered on 17th June, 1986 in the Office of District Registrar at Alipore and noted in Book No. I, Volume No. 334 at pages 28 to 48 Being the Deed No. 12826 for the year 1986 ;

AND WHEREAS according to the Deed of Gift and the Deed of Partition Sri Anil Baran Chowdhury become the sole and absolute Owner of All That piece or parcel of land measuring 2 (Two) Cottahs 3 (Three) Chhittacks and 31 (Thirtyone) Square feet, be the same a little more or less comprised in Dag No. 683 under Khatian No. 2227 Mouza Behala, J.L. No. 2, R.S. No. 23, Touzi No. 346 under the Sub- Registry Office and Police Station Behala, District South 24-Parganas within the Limits of Calcutta Municipal Corporation which is more fully and particularly described in the Schedule written herein below and was uninterrupted possession and enjoyment thereof during his life-time ;

AND WHEREAS the said Sri Anil Baran Chowdhury was the

absolute Owner of land measuring 2 (two) Cottahs 3 (Three) Chhittaks and 31 (Thirty one) Square Feet being Premises No.56/1 Maharani Indira Devi Road, Police Station Behala, Calcutta-700060 ;

AND WHEREAS the said Sri Anil Baran Chowdhury since deceased dated on 27th September 1995 leaving behind his wife Smt. Dipti Chowdhury his son Sri Rajib Chowdhury and his two daughters namely Smt. Rupa Majumdar alias Rupa Chowdhury and Smt. Pousali Chowdhury the Parties to the One Other Part herein ;

AND WHEREAS by way of inheritance since demise of Anil Baran Chowdhury Smt. Dipti Chowdhury wife of late Anil Baran Chowdhury, one son namely Sri Rajib Chowdhury and two daughters namely Smt. Rupa Majumdar alias Smt. Rupa Chowdhury and Smt. Pousali Chowdhury become co-owners of the above mentioned landed property and an absolutely seized and possessed of the said property more fully and particularly described in the Schedule below with all rights of easements, enjoyed by Late Anil Baran Chowdhury and are in uninterrupted occupation and possession of the said land and such enjoyment continue in 1/4th undivided co-sharers each of land measuring 2 (two) Cottahs, 3 (Three) Chhittaks and 31 (Thirty-one) Square feet in respect of late Anil Baran Chowdhury along with other individual co-sharers herein ;

AND WHEREAS due to natural love and affection the said  
Donors intend to make a Gift of 3/4th undivided share of land  
measuring 2 (Two) Cottahs, 3 (Three) Chittaks, and 31 (Thirty  
one) Square feet of late Anil Baran Chowdhury appertaining to  
Premises No.56/1, Maharani Indiradevi Road within the Police  
Station Behala, Calcutta-700060 in the District South 24-Parganas  
under the Limits of the Calcutta Municipal Corporation and the  
same is delineated in the annexed Map or Plan and marked in Red  
border hereinafter called and referred to as the "said property" ;

AND WHEREAS the Donee is willing to accept the said property  
by way of Gift.

NOW THIS DEED OF GIFT WITNESSETH that in consideration of  
natural love and affection of the Donee the Donors do hereby  
transfer and convey by way of Gift undivided shares of the said  
property free from all encumbrances with all right, title, interest,  
privileges, appurtenances, easements and fixtures and ways and all  
other rights whatsoever thereto fully described in the Schedule below  
TO HAVE AND TO HOLD the same as absolute owner thereof for ever for  
herself, her heirs and successors and to enjoy the same peacefully  
without any interruption and disturbance.

That the Donors delivered up the khas possession of the said property to the Donee free from all encumbrances and have severed all connections for the said property for ever.

That the Donee has accepted the gifted property and have entered into the possession of the said property.

That the Donee shall and may at all times hereafter peaceably and quietly possess and enjoy the said land and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Donors or any person or persons lawfully or equitably.

That the property hereby gifted transferred by the Donors to the Donee, the Donee shall have full right and absolute authority in transfer the same either sale, gift, mortgage, lease and in any manner she likes.

That the market value of the said undivided share of gifted property is Rs.70,000/=(Rupees seventy thousand) only on which the stamp duty has been paid.

SCHEDULE ABOVE REFERRED TO

Undivided  $\frac{3}{4}$  th share of ALL THAT piece and parcel of land measuring 2(two) Cottahs 3(three) Chhittaks and 31 (thirtyone) square feet be the same a little more or less covering 150 (one hundred and fifty) square feet with structure comprised in Dag

No.863, Mouza Behala under Khatian No.2227 within the Sub-Registration and Police Station Behala in the District of South 24-Parganas in the Limits of Calcutta Municipal Corporation appertaining to Premises No.56/1, Maharani Indira Devi Road, Calcutta-700060 and entire Premises is butted and bounded as follows- that is to say :-

On the North :- by 8' feet common passage,

On the South :- by Premises of Sri Radhika Mohan Roy and Dhiren Nath,

On the East :- The Calcutta Municipal Corporation Road,

On the West :- Land of Kishari Mohan Nath.

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

SIGNED SEALED AND DELIVERED AT  
CALCUTTA IN THE PRESENCE OF :

1) Rajib Choudhury

2) Ruba Majumder.

3) Purnali Choudhury

1. N K. Jain  
P. 12, Gatedal Rd  
Cal 29.

2. B. Mondal

19 Bangali Bani Lane  
Sankeshpur  
Cal 22

Drafted by me and prepared  
in my office, read over and  
explained by me to the executants.

*[Signature]*  
(PANKAJ KUMAR NATH)  
Advocate  
High Court, Calcutta.



DONORS

Dipali Choudhury  
DONEE  
as marked of acceptance

TRUE COPY

*[Signature]*  
Addl. District Sub-Registrar  
Behala South 24 Parganas

Typed by me,  
M. Alioraj  
Typist, Judges' Court  
Alipore.

*[Signature]*  
CHECKED BY  
1/18

11/11/88