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One thousand nine hundred and ninety <u>BETWEEN SRI</u>
CHITTARANJAN DAS, son of Late Hemanta Kumar Das, by faith
Himou, by occupation retired employee, residing at 1/7/2,
H. B. Town, Road No. 4, Sodepur, P. S. Khardah, District
24-Parganas (North) (hereinafter called "the <u>DONOR</u>",
which expression shall unless excluded by or repugnant to
the context be deemed to include his heirs, executors,
administrators, assigns) of the <u>ONE PART AND SKI TAMAL</u>
KUMAR DAS son of Sri Chittaranjan Das, by faith Hindu, by
occupation service, residing at 1/7/2, H. B. Town, Road No.
4, Sodepur, P. S. Khardah, District 24-Parganas (North)

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(hereinafter called "the DONEE" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, assigns ) of the OTHER PART.

where As one Sri Mrinal Kanta Chakraborty, son of Sri Dharani Kanta Chakraborty was the absolute owner of the plot of land measuring about 2 Cottahs 8 Chittaks being identified as plot No. A/7/2 out of total land measuring about 5 Cottahs being identified as plot No. A/7 situate at Dag Nos. 2019 and 2020, Khatian Nos.345 and 160 respectively, J. L. No. 15, Touzi No.155 within Mouza Natagarh, District 24-Parganas (morefully described in the Schedule "A" hereunder written and hereinafter referred to as "the said land").

AND....

AND WHEREAS said Mrinal Kanta Chakraborty obtained permission under Section 26(1) of the Urban Land ( ceiling and Regulation ) Act, 1976 Vide Case No. 167 dated 7. 2. 1985 from the competent Authority, Barrackpore, under the said Act and by a Deed of Conveyance executed for a valuable consideration and Registered on 25. 4. 1985 in Book No. I. Valume No. 46, Pages 73 to 84, Being No. 2427, for the year 1985 in the office of the Sub-Registrar Barrackpore, conveyed sell, transfer, assign and assure unto and to the use of the said Donor free from all encumbrances all that the said land measuring about 2 Cottahs 8 Chittaks with compound and appurtenances belonging thereto being identified as plot No. A/7/2, out of total measuring about 5 Cottahs of vacant land being identified as Plot No. W/7 situate at Dag No. 2019 and 2020. Khatian Nos. 345 and 160 respectively within Mouza - Natagarh, District 24-Parganas, more particularly delineated and coloured red in plan annexed hereto and marked as annexure 'I' together with all liberties, privileges, easements and appurtenances whats ever to the said land ;

AND WHEREAS since the execution of the said Deed of Conveyance the Donor herein became the absolute owner and in possession of the said land free from all encumbrances;

AND WHEREAS the Panihati Municipality has mutated the name of the Donor in respect of the said land;

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AND WHEREAS the Junior Land Reform Officer, L. R. Circle, Khardah, North 24-Parganas has also mutated the name of the Donor;

AND WHEREAS the Donor submitted a plan for construction of a two storied building on the said land and the Panihati Municipality duly sanctioned the said building a copy of plan in the name of the Donor/which is annexed hereto and marked as annexure 'II';

AND WHEREAS the Donor with considerable monitory help of the Donee has constructed one storied building, consisting of one bed room, one dining, one kitchen, covered verandah, stair, one bath and privy more particularly delimated and coloured Blue in plan annexed hereto and marked as annexure II on the said land described in Schedule "A" hereunder written being Municipal Holding No. 9, Ward No. 20, under Panihati Municipality within P. S. Khardah, District 24-Parganas (Nor.);

AND WHEREAS the Panihati Municipality fixed the annual valuation of Rs.324/- (Rupees three hundred and twenty-four) only for the said premises and assessed quarterly consolidated tax @ Rs.14.58 (Rupees Fourteen and Paise fifty-eight) only and the Donor is paying tax to that effect;

AND WHEREAS the Donor is thereby lawfully seized and passessed of or is otherwise well and sufficiently

entitled....

entitled to the said land and building thereon (herein after referred to as 'the said premises') being premises No. A/7/2, H.B. Town

Road No. 4, Municipal Holding No. 9, Ward No. 20, under Panihati Municipality Dag No. 2019 and 2020, Khatian No. 345 and 160 respectively, Mouza Natagarh, P. S. Khardah, District 24-Parganas (North) as its absolute owner free from all encumbrances;

AND WHEREAS the Donor has given marriage of his only daughter with an efficient and capable boy and she is carrying on her married life peacefully in her matrimonial house;

AND WHEREAS the Donor has become old and Donee being the only son is looking after and maintaining the Donor and his wife properly;

AND WHEREAS the Donor is willing to donate the property mentioned in the Schedule 'B' hereunder written and more particularly delineated and coloured Blue in the plan annexed hereto and marked with annexure 'II' in favour of the Donee.

NOW THIS DEED WITNESSES that in consideration of the natural love and affection which the Donor had and still have for the Donee, as only son, the donor do hereby and hereunder grant, convey, transfer, give and assure unto and to the use of the donee, freely and voluntarily, all that the

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one storied building consisting of one bedroom, one dining, one kitchen, covered verandah, stair, one bath and privy on the land measuring about 2 Cottahs 8 Chittaks with compound and appurtenances belonging thereto being identified as Plot H.B. Town
No. 4/7/2, situate at Dag No. 2019 and 2020, Khatian Nos. 345 and 160 respectively within Mouza - Natagarh, Municipal Holding No.9, Ward No.20, under Panihati Municipality, P.S. Khardah, District 24-Parganas (North), morefully described in the Schedule 'B' hereunder written and more particularly delineated and coloured Blue in Plan annexed hereto and marked as annexure II and herein after referred to as the said property.

AND ALL the estate, right, title, interest, claim and demand whatsoever of the Donor into or upon the same and every part thereof, TO HAVE AND TO HOLD the same unto and to the use and benefit of the Donee, his heirs, executors, administrators, assigns absolutely and unconditionally for together with title deeds, writings and other evidences of title AND THE DONOR do hereby covenant with the DONEE, executors, administrators, representative and assigns, that notwithstanding any acts, deed or things heretofore done, executed or knowingly suffered to the contrary the Donor is now lawfully seized and possessed of the said property free from any encumbrances, attachments or defects in title whatsoever and that the Donor has full power and absolute authority to sell, transfer and donate the said property in manner aforesaid AND the Donee shall hereafter peaceably and quietly hold. possess and enjoy the said property in khas without any claim

or....

or demand whatsoever from the Donor or any person claiming through or under his AND further that the Donor, his heirs, executors, administrators or assigns, coven ant with the Donee, his heirs, executors, administrators and assigns to indemnify and keep indemnified the Donee, his heirs, executors, administrators or assigns from or against all encumbrances, charges and equities whatsoever AND the Donor, his heirs, administrators or assigns further covenant that he or they shall at the request and cost of the Donee, his heirs, executors administrators or assigns do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further or more perfectly conveying and assuring the said property and every part thereof in manner aforesaid according to the true intent and meaning of this deed. AND further that the Donee shall hereafter peaceably and quietly hold, possess and enjoy the said property in khas and shall have the absolute power to sell, transfer, any convey the said property. AND THAT 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 property is assessed at Rs.6,800/- (Rupees Six thousand and eight hundred ) only as twenty times of the annual Municipal valuation of the said property.

## THE SCHEDULE A ABOVE REFERRED TO :

ALL THAT piece and parcel of Southern portion land measuring about 2 Cottahs 8 Chittaksh being identified as Plot No. A/7/2 out of total measuring about 5 Cottahs of land being

identified.....

identified as Plot No. A/7 situate at Dag Nos. 2019 and 2020. Khatian Nos. 345 and 160 respectively within Mouza - Natagarh. J. L. No. 15, Touzi No. 155, Holding No. 142, Nabarunpalli Road No. 4, H. B. Town, Post Office - Sodepur under Panihati Municipality, Sub-Registry Office - Barrackpore, Police Station - Khardah, District 24-Parganas, more particularly delineated and coloured 'Red' in the Plan annexed hereto and marked as annexure 'I' butted and bounded -

BY NORTH : Plot No. A/7/1;
BY SOUTH : Plot No. 134.

BY SOUTH : Plot No. 134;

BY WEST : 30' Wide Road being Road No.4, H. B. Town

and

BY EAST : Plot No. A/10.

## THE SCHEDULE 'B' ABOVE REFERRED TO :

ALL THAT one storied brick built house consisting of one bedroom, one dining room, one kitchen, covered verandah, stair one bath and privy lying and situate on piece and parcel of land measuring about 2 Cottahs 8 Chittaks being identified as plot No. A/7/2 in the plan annexed hereto and marked as annexure 'I' at Dag Nos. 2019 and 2020, Khatian Nos. 345 and 160 respectively within Mouza - Natagarh, J. L. No. 15, Touzi No. 155, Holding No. 142, Nabarunpalli, Municipal Holding No. 9, Ward No. 20, Road No. 4, H. B. Town, Post Office Sodepur, under Panihati Municipality, Sub-Registry Office - Barrackpore, Police Station - Khardah, District - 24-Parganas (North) more particularly delineated and coloured Blue in the Plan annexed hereto and marked as annexure 'II' butted and bounded:

By. . . . .

BYNORTH

: Plot No. A/7/1;

BY SOUTH

: Plot No. 134 ;

BY WEST

: 30' Wide Road being Road No.4, H. B. Town ;

and

BY EAST

: Plot No. A/10.

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands and seals this 5 dh day of September 1990.

## SIGNED, SEALED AND DELIVERED

by the within named Donor at Calcutta in presence of :

Devitaraufu Das

WITN ESSES :

1. Parthe footin DAS Couple, 8/0 Soi Chilla oranja borbylo-82, Indrolok Coadwo-3 Sodepus , 24 PSC (M)

Somerath Bhattalunga. 310 sri a. c. Bhataclunga. 10, old port spice Ir. cale.

SIGNED, SEALED AND ACCEPTED

by the within named Donee at Calcutta in presence of :

DONEE

WITNESSES :

1. Parth Batim Dos Capter
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82, gnoleo lok, load No. 3
2. So olipur, 24 Dos CN)
Slo Soi Cie. Bhattalina.
Drafted by old part office St. Cal.;

Manule 14. Gulata

(MAN AB KUMAR GUPTA) Advocate

High Court, Calcutta.

Typed by :

Karnil- Kumar Achanya. 10, old post office str.

Book No Volume No E

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Being No 16767.
For the year 1972.

FROM SRI CHITTAR ANJAN DAS TO SRI TAMAL KUMAR DAS.

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DEED OF GIFT



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MAN AB KUMAR GUPTA