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1. SHRIMOTI MRIDULA RANI KUNDU. Wife of Late Ajit Kumar Kundu,

2. SHRIMOTI LAXMI KUNDU. daughter of Late Ajit Kumar Kundu,

- both are Hindu by religion, residing at 3. Sayad Mustaf Ali
Road, Hakimpara, P.O.& P.S. Siliguri, District Darjeeling, are
hereinafter collectively called as the <u>DONORS</u> (which expression
shall mean and include unless excluded by or repugnant to the
contexts their heirs, legal representatives, executors,
administrators, successors and assigns) OF THE FIRST PART.

contd..3



AND

SHRIMOTI MUKTI KUNDU. daughter of Late Ajit Kumar Kundu, Hindu by religion, residing at 3. Sayad Mustaf Ali Road, Hakimpara, P.O.& P.S. Siliguri. District Darjeeling, is hereinafter called the DONEE (which expression shall mean and include unless excluded by or repugnant to the contexts her heirs, legal representatives, executors, administrators, successors and assigns) OF THE OTHER PART.

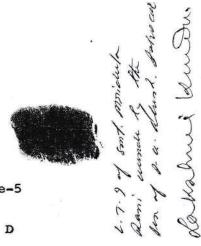
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WHEREAS the Donors jointly have acquired all right, title and interest over the schedule mentioned land by virtue of inheritence and also by virtue of a registered Gift Deed which was registered in the Siliguri Sub-Registry Office and entered in the Book No.I, Volume No.43, Pages 217 to 226, Being No.1630 for the year of 1987

contd..5



AND

WHEREAS the Donors had/have been enjoying and possessing the schedule mentioned land constructing pucca house thereon with all heritable and transferrable right, title and interest thereon each having 50% undivided share therein.

AND

WHEREAS the Donor No.1 is the mother of the Donor No.2 and the Donee.

AND

WHEREAS the Donor No. 2 and the Donee are unmarried.

AND

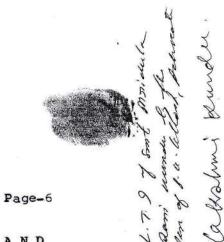
whereas the Donors and the Donee had/have been leaving jointly and they become the family consisting the Donors and Donee as the members of the said family.

AND

WHEREAS the Donors have great love and affection towards the Donee.

AND

WHEREAS out of love and affection towards the Donee and also for making suitable provisions of the Donee for the present and for future the Donors have decided to make Gift of their land and house described in the schedule below in favour of the Donee.

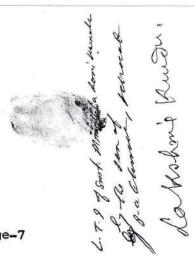


AND

WHEREAS the Donee has also agreed to accept the aforesaid Gift of the schedule mentioned land and house as proposed by the Donors and the Donee has accepted aforesaid gift of the schedule mentioned land & house as Gifted by the Donors.

NOW THIS DEED OF GIFT WITNESSETH that in consideration of love and affection the Donors make gift of their respective 50% undivided shares in the schedule mentioned land and house unto and/or in favour of the Donee and Donors divest themselves of all their right, title and interest in the schedule mentioned land and house by execution of these presents and to-day the Donors already delivered the physical possession of the schedule mentioned land to and in favour of the Donee as the Donee has accepted this Gift.

The Donors do hereby further declare that the Donee by virtue of these presents shall own, enjoy and possess the land described in the schedule below along with the house standing thereon and shall be clothed with all right, title and interest that the Donors had in the same immediately before the execution of these presents and shall enjoy hold and possess the same as absolute owner for all intents and purposes. It is further declared by the Donors that the Donee shall have all right of easement privilages etc. and the Donee shall be entitled to put her own name in all records of Government, Municipality and other local bodies. But the Donee shall not obstruct and/or shall not raise any objection in future in the enjoyment of the



eastern side common passage measuring 26'-9" x 4' and the well by Abhaypada Kundu and Ajay Kundu though the said common passage falls within the schedule mentioned land and the well situates in the schedule mentioned land.

### SCHEDULE

# ( DESCRIPTION OF THE LAND AND HOUSE HEREBY GIFTED

All that piece and parcel of homestead land measuring .077 Acres or 4(four) Kattahs 8(eight) Chattaks situates in the District Darjeeling, Police Station and Mouza Siliguri, J.L.No.110 (Now 88), Touzi No.3Ja, Pargana Baikunthapur under Khatian No.4992 and forming part of Plot No.10264.

The said land is bounded as follows :-

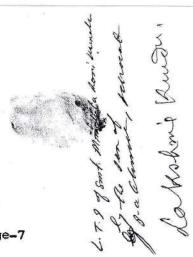
By North : Siliguri Municipal Road known and named as Sayad Mustaf Ali Road;

By South : Land & house of Late Sorashibala Paul now Goutam Paul & others;

By East : 4' Wide Common Passage then Land & house of Abhaypada Kundu and Ajoy Kundu;

By West : Siliguri Municipal Road;

Each Donor gifted their respective 50% undivided share in the schedule mentioned land and the house standing thereon to the Donee.



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eastern side common passage measuring 26°-9" x 4° and the well by Abhaypada Kundu and Ajay Kundu though the said common passage falls within the schedule mentioned land and the well situates in the schedule mentioned land.

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By South : Land & house of Late Sorashibala Paul now Goutam Paul & others;

By East : 4' Wide Common Passage then Land & house of Abhaypada Kundu and Ajoy Kundu;

By West : Siliguri Municipal Road;

Each Donor gifted their respective 50% undivided share in the schedule mentioned land and the house standing thereon to the Donee.



Total Land Revenue under the said Khatian is &.20/- as such the proportionate land Revenue of &.6/- is payable to the state of West Bengal.

There is a one storey pucca house measuring 850 sq. ft. standing over the schedule mentioned land consisting one Garage space, four rooms. Apart from the said one storey pucca house there is a room measuring 400 sq. ft. having C.I. Sheet roof and pucca wall and pucca floor.

The said land situates in the Siliguri Municipal Corporation's Ward No.15 and the house standing thereon bears Holding No.632/417.

Value of the Land =

Rs. 2,00,000=00

Value of the House =

Rs. 3, 00, 000=00

TOTAL VALUE =

Rs.5,00,000=00

( Rupees Five lacs only )

I accept this Gift,

Multi Kundu. Signature of the Donee.



IN WITNESS WHEREOF THE DONORS PUT THEIR RESPECTIVE HANDS AND SEALS TO THIS DEED OF GIFT ON THE DAY, MONTH AND YEAR MENTIONED HEREINABOVE.

## WITNESSES :

1. Hjit Kessuar Mojeenden. S/o. Late Novie Gopat Mojemalen Nab in Kutir, Ratt khola. Sirepi;

Drafted by me, typed in my office and I read over and explained the contents of this Deed to the executants in Bengali.

( PIJUSH KANTI GHOSH )
Advocate , Siligur 
Enrollment No. WB/426/1980.

2. Tapan Se-guph. 5/0 Late Anetya Sagupta Rati kala Robin dra Sarani Siliguri