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"DONOR" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include her heirs, successors, executors, administrators, assigns, nominees and/or legal representatives) of the ONE PART;

#### AND

SRI SAMRAT BOSE, Son of Late Ramendra Nath Bose, by religion – Hindu, by occupation – Business, presently residing at 475,

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Purba Putiary Dakhinpara, Nutunpally, Kolkata – 700093, Police Station – Jadavpur now Regent Park, District: South 24-Parganas, hereinafter called and referred to as the "DONEE" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, successors, executors, administrators, assigns, nominees and/or legal representatives) of the OTHER PART;

WHEREAS the land property measuring .75 satak being comprise in Dag No.426, Khatian No.405, Mouza Purba Putiary, Pargana – Magura, Touzi No. 18, J.L. No.43, Police Station the then Jadavpur and now Regent Park, in the name of one Feru Chowdhury.

AND WHEREAS said Feru Chowdhury sold the land property to some Smt. Sadhana Bose and Smt. Kalyani Dasgupta vide Book No. I, Volume No.51, Pages 286 to 289, in the year 1947, dated 30.09.1947 and was registered in the Alipore Sub-Registry Office.

AND WHEREAS said Smt. Sadhana Bose and Kalyani Dasgupta sold the land property to some Jogesh Chandra Mukhopadhyay on 8<sup>th</sup> January 1952 and was recorded in the Book No. I, Volume No.16, Pages 16 to 19, Being No. 242, in the Office of Alipore District Sub-Registry.

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AND WHEREAS said Sri Jogesh Chandra Mukhopadhyay after getting the land property measuring .75 satak and the Irrigation Dept. of West Bengal Govt. acquired .25-satak land property for the development concern.

unavoidable family of account WHEREAS on AND circumstances and financial necessity the said Jogesh Chandra Mukhopadhyay while remaining in khas and absolute possession of .50 decimals land property (more or less) as the lawful owner thereof sold, transferred, conveyed, assigned and assured unto Smt. Sefali Bose, the Donor herein, a portion of the said land measuring 11 Cottahs 2 Chittaks 42 Sq.ft. (more or less) under an Indenture of Sale, in the year 1974, registered at the office of the Sadar Sub-Registrar Alipore, at South 24-Parganas District, in Book No. I, Volume No. 56, Being 1650, Pages 54 to 60, for the consideration mentioned therein.

AND WHEREAS after purchase of the said land property, the Donor herein, described as the Purchaser in the recited Indenture of Conveyance, has been continuing in khas and absolute possession thereof (hereinafter referred to as "the said property"), by mutating her name in the Revenue and Municipal Records and by making payment of the

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revenue and taxes etc. and also by making construction of dwelling house and structures thereon.

AND WHEREAS the Donor in consideration of her natural love and affection which the Donor had and still has for the Donee and the Donor in her old age is peacefully passing her days on account of the care and affection taken and maintained by the Donee, the Donor do freely and voluntarily the property mentioned and described in the schedule hereunder as the said property which the Donor absolutely acquired by from Jogesh Chandra purchase by a Registered Sale Deed Mukhopadhyay, and after purchasing mutated her name in the record of the Jadavpur Municipality, at present within the limits of the Kolkata Municipal Corporation and under Ward 114 and the land property recorded as Bastu land as mentioned as under Khatian No.405, Dag No.426, J.L. No.43, R.S. No.275, Mouza - Purba Putiary, Pargana -Magura, Police Station - Jadavpur, now Regent Park, Kolkata - 700093, District: South 24-Parganas, more fully and particularly described in the Schedule hereunder.

> AND WHEREAS the Donor has keeping an indifferent health since quite sometime on account of her advanced age and accordingly she is desirous of making disposition a portion of her said property by

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way of Gift for the purpose of distribution thereof among her son, by this Deed of Gift.

AND WHEREAS the said Sri Samrat Bose, the Donee herein, is the son of the Donor and the Donor desires to distribute and provide for him in the manner hereinafter mentioned by way of gift portion of the said property comprising land measuring 05 Cottahs 00Chittaks 18 Square feet more or less alongwith single storied dwelling house measuring 1066 Sq.ft. covered area, more fully described in the Schedule hereunder written and delineated with RED in the annexed Plan/Map, comprised in Mouza-Purba Putiary, J.L. No. 43, R.S. No. 275, Khatian No.405, Dag No.426(P) within Police Station – Jadavpur now Regent Park, Sub-Registry Office – Alipore, District: South 24-Parganas and now reputed to be and known as Premises No.475, Purba Putiary, Dakshinpara, Kolkata – 700093, within the Kolkata Municipal Corporation, Ward No.114, absolutely and forever, free from all encumbrances charges attachments and liens etc.

AND WHEREAS the Dag No. and the Khatian No. of the said land property 7 Cottahs 10 Chittaks is recorded in the Kolkata Municipal Corporation as 429 and 112 but the original Dag No. and Khatian No. is 426 and 405, and land area is 11 Cottahs 2 Chittaks 42 Sq.ft. which is

recorded in the Original Deed.

NOW THIS DEED WITNESSETH that in pursuance of the aid intention and in consideration of the natural love and affection which the Donor has for the Donee and for making provision for the said son, the Donee herein, the donor, out of her own free will, without fraud, coercion or undue influence from anybody whomsoever, and in full possession of his senses, does hereby grant, convey, transfer, confirm and assure unto the aid Donee ALL THAT the piece or parcel of land hereditaments and premises measuring 5 Cottahs 00 Chittaks 18 Sq.ft. be the same a little more or less, together with single storied dwelling unit thereon being the demarcated portion of the Premises No.475, Purba Putiary Dakshinpara, Mouza - Purba Putiary, J.L. No.43, R.S. Khatian No.405. Dag No. 426(P) within the Police Station - Regent Park, Sub-Registry Office Alipore, District: South 24-Parganas, more fully and particularly described in the Schedule hereunder written and delineated and bordered in RED in the MAP or PLAN annexed hereto and hereinafter referred to as "the said property" OR HOWSOEVER OTHERWISE the said property now is or at any time or times heretofore were or was situated butted and bounded described known and numbered TOGETHERWITH all trees fences water courses lights privileges liberties easements and appurtenances whatsoever to the said property belonging in any way

appertaining thereto or usually held used occupied or enjoyed accepted reputed deemed taken or known as sort or parcel or member thereof or appurtenant thereto AND REVERSION OR REVERSIONS or REMAINDER or REMAINDERS and the rents, issues and profits thereof and all the estate right title interest property claim or demand whatsoever of the Donor into or upon the same or any part thereof ALL THAT the deeds, puttahs, muniments, writings and evidences of title which exclusively relate to the said property hereby transferred TO HAVE AND TO HOLD the aid property hereby granted transferred assigned and assured or intended so to be unto and to the use of the Donee absolutely and forever free from all encumbrances and liabilities whatsoever.

# THE DONOR DOTH HEREBY COVENANT AND DECLARE as follows: -

a) That the Donor himself or any predecessor-in-title of the Donor had/has never made or done anything, or executed any deed or committed or knowingly suffered to the contrary to the absolute title of the Donor and the Donor is lawfully and rightfully seized and possessed of or otherwise well and sufficiently entitled to the said property hereby granted as an absolute and indefeasible estate equivalent thereto free from all encumbrances and charges whatsoever and that the Donor has full power and absolute and indefeasible right and authority to grant convey settle transfer and assure the said property hereby granted unto the Donee in the manner aforesaid and according to the true intent and measuring of these presents.

- b) That it shall be lawful for the Donee at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said property hereby granted in khas or through tenants and receive the rents issues and profits thereof without any hindrance interruption disturbances claim or demand whatsoever by the donor or any person or persons claiming any estate right, title or interest from under through or in trust for the donor and freely and clearly and absolutely acquitted exonerated and for ever discharged or otherwise by the Donor well and sufficiently saved defended kept harmless and indemnified of and from and against all charges and encumbrances whatsoever made done executed or occasioned by the Donor.
- c) That the Donee and all persons claiming any right, title or interest in the said property hereby transferred through from under or in trust for the Donor shall and will from time to time and at all times hereafter at the cost of the Donee do or execute or cause to be done or executed all such lawful acts, deeds, things whatsoever for

further and more perfectly conveying and assuring the said property and every part thereof hereby granted unto the Donee as may be reasonably required according to the true intent and measuring of this Deed.

- d) That the Donor has put the Donee in actual possession of the said property hereby granted and transferred and the Donee has accepted the gift by taking possession thereof.
- e) That the said property is not affected by attachment including attachment under any certificate case or any proceedings started at the instance of the Income Tax Authorities or Estate Duty Authorities or other Government Authorities under Public Demand and Recovery Act or any other Acts or otherwise whatsoever and that there is no certificate case or proceedings against the Donor for realization of arrears of Income Tax or Estate Duty or other taxes or dues or otherwise under the Public Demand & Recovery Act and/or any other Acts for the time being in force and that the said property is not otherwise charged, mortgaged or encumbered.
- f) That there is no impediment under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 for the Donor to grant, convey and transfer the said property unto the Donee in the manner aforesaid.

g) The original cost of acquisition of the said property covered by this Deed was Rs.8, 00,000/- (Rupees Eight lacs) only as against the present proportionate market valuation and the estimated value of the said property for the purpose of Stamp Duty is, therefore, taken to be Rs.8, 00, 000/- (Rupees Eight lacs) only.

#### THE SCHEDULE ABOVE REFERRED TO

ALL THAT the piece or parcel of land hereditaments and premises measuring 5 (five) Cottahs 0(Zero) Chittaks 18(eighteen) Sq.ft. along with single storied pucca structure measuring about 1066 sq. ft. and coverage 1152 Sq.ft. out of total 11 Cottahs 02 Chittaks 42 Sq.ft. (7 Cottahs 10 Chittaks land and 3 Cottahs 8 Chittaks 42 sq.ft. tank) consisting of one bedroom, one living room, one dining, one kitchen, one toilet, one verandah and a staircase alongwith all easement rights of the common passage of the Premises No.475, Purba Putiary Dakshinpara, comprised in Mouza – Purba Putiary, J.L. No.43, C.S. Khatian No. 257 R.S. Khatian No.405, C.S. and R.S. Dag No. 426(P) within Regent Park Police Station, within limits of Kolkata Municipal Corporation, Ward No.114, Sub-Registry Office Alipore delineated in the MAP or PLAN annexed hereto and bordered therein RED and butted and bounded in the manner following, that is to say: -

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ON THE NORTH:

Vacant land.

ON THE SOUTH:

Vacant land.

ON THE EAST:

Part of land of Smt. Sefali Bose, part of tank

and 8' ft. wide common passage.

ON THE WEST:

Part of R.S. Dag No.426 & part of land and

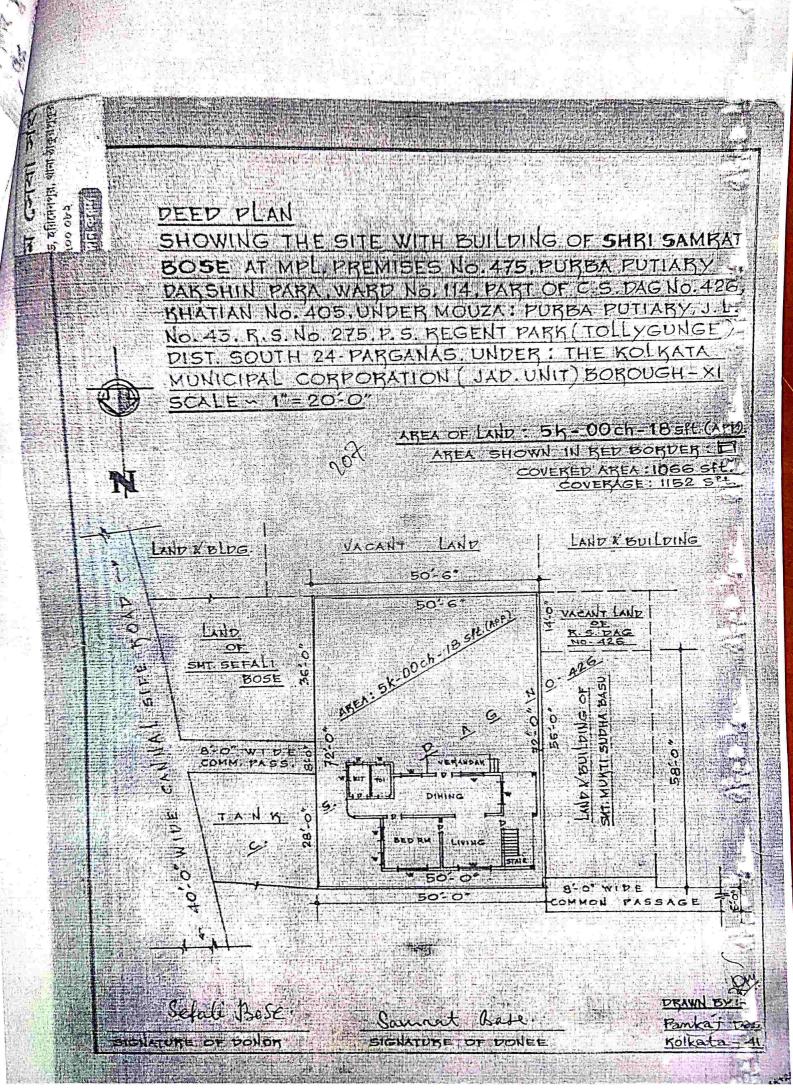
building of Smt. Muktisudha Basu & 8' ft. wide

common passage.

In witness....P/13.

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Signature .....



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<u>IN WITNESS WHEREOF</u> the Donor has hereunto set and subscribed her hands and seal in this Deed on the day, month and year first above written.

## SIGNED, SEALED & DELIVERED

### IN PRESENCE OF: -

1) Monoj Sey Naskar Pam Pd., WN-41.

SIGNATURE OF THE DONOR

I accept this Gift.

2)

Samual base. SIGNATURE OF THE DONEE

Drafted by: - Bandymlyn

Advocate,

Alipore Judges' Court, Kolkata – 700027.

Computerized by:- Sanden Sa Nath

Alipore Judges' Court, Kolkata – 700027.

