

Schedule I.A. No. 33

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Rs 126 p. 00

Stamp duty paid under the Indian Stamp Act. as amended by Act. In 1899 and also as amended by B. Stamp Amendment Act. of 1966.

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THIS INDENTURE made this 2/SL day of November one thousand nine hundred and seventy seven Between Subal Chandra Nitra son of Madan Gopal Mitra deceased residing at No.P130, Suparibag Estate (Opp.Nare Park), Parel, Bombay in the State of Maharastra, Hindu Serviceholder and Landholder, hereinafter referred to as "the Donor" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs executors administrators representative and assigns) of the One Part And (1) Bimal Kumar Mitra son of

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the said Madan Gopal Mitra deceased residing at No.64, Golf Club Road, Tollygunge, in the Municipal town of Calcutta and (2) Sunil Kumar Mitra son of the said Madan Gopal Mitra since deceased residing at No.33/2B, Doctor Tane in the town of Calcutta, both Hindu Service-holders and landlords, hereinafter collectively referred to as the "Donees" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their respective heirs executors administrators representatives and assigns) of the Other Part

Whereas by an Indenture of Conveyance dated 21st day of August 1939 made between Messrs.Mugneeram Bangur and Company, therein described as the Vendor and one Sm.Renuka Mitter, therein described as the Purchaser and registered at the office of Sadar Joint Sub-Registrar of Assurances at Alipur, 24-Parganas, in Book No.I, Volume No.18, Pages 33 to 39 Being No.965 for the year 1939 the Said Sm.Renuka Mitter for the consideration mentioned therein and paid out of her own Stridhan moneys purchased lands measuring about 3 Cottahs 13 Chittacks and 22 Sq.ft. being plot No.39 of Baramahal in Tollygunge in the District of Twenty-four Parganas fully described in the schedule thereunder as well as hereunder written.

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and Whereas a building has been constructed on the said lands and messuage being Flot No.39 of Baramahal land and the same has since been assessed and numbered by the Corporation of Calcutta as premises No.64, Golf Club Road, Calcutta-33.

And Whereas the said Sm.Renuka Mitter who was during her life time a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 15th November 1973 leaving her surviving her four sons the said Subol Chandra Mitra, Bimal Kumar Mitra, Kamal Kumar Mitra and Sunil Kumar Mitra and four daughters Sm.latika Ghosh, Sm.Mira Mitra, Sm.Bela Roy and Sm.Leela Ghosh her only heirs and heiresses and legal representatives under the Hindu Succession Act, 1956 and also leaving behind the said premises No.64, Golf Club Road, Calcutta-33.

And Whereas under the Hindu Succession Act 1956 each of the said heirs inherited undivided 1/8th share in the said Premises No.64, Golf Club Road, Calcutta-35 left by their deceased mother the said Renuka Mitter.

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And Whereas by an Indenture of Gift dated 9th day of December 1974 registered at the office of the Registrar of Assurances at Calcutta in Book No.1 Volume No.277 Pages 218 to 225 Being No.7200 for the year 1974 and made between the said Sm. Tatika Ghosh, Sm. Mira Mitra, Sm. Bela Roy and Sm. Leela Ghosh, therein described as the "Donors" of the One Part and the said Subol Chandra Mitra, therein described as the Donee, the said Donors for the consideration mentioned therein granted transferred and conveyed by way of Gift to the said Donee Subol Chandra Mitra their right title and interest being undivided 4/8th share in premises No.64, Golf Club Road, Tollygunge, in the District of 24-Parganas, more fully described in the schedule thereunder as well as hereunder written.

And Thereas the said Subol Chandra Mitra has thus now become entitled to in fee simple in possession free from all encumbrances to the undivided 5/8th (five eighth) share in the said premises No.64, Golf Club Road, Tollygunge, in the District of 24-Parganas absolutely and forever.

And Whereas the "Donor" is desirous of transferring and conveying by way of Gift to the "Donees" the undivided 1/8th

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(one-eighth) share in the said premises No.64, Golf Club Road, Tollygunge, 24-Parganas

And Whereas the entire premises No.64, Golf Club Road, Calcutta-33 is valued at Rs.24,000/- (Rupees Twenty four thousand only) and the 1/8th (one eighth) share thereof intended to be hereby conveyed and transferred by way of gift has been valued at Rs.3000/- (Rupees Three thousand only) for the purpose of assessing stamp duty payable under these presents and these presents have been stamped accordingly.

Now This Indenture Witnesseth that for and in consideration of the natural love and affection which the said "Donor" hath and bearth unto his prothers Bimal Kumar Mitra and Sunil Kumar Mitra, the "Donees" herein, he the said "Donor" as the beneficial owner to the intent that he may be bound by the same covenants as would be implied against him if these presents were a conveyance for valuable consideration hath given granted transferred aliened conveyed and confirmed and doth by these presents give grant transfer alien convey and confirm unto the said "Donees" their respective heirs executors administrators representatives and assigns free from all encumbrances his undivided 1/8th (one-eighth) share in All that the messuage tenements hereditaments, dwelling house and premises together with the piece or parcel of land or ground thereunto belonging whereon or on part whereof the same is erected and built situate lying at and being premises No.64, Golf Club Road, Tollygunge, in the District of 24-Parganas more fully described in the Schedule hereunder written OR HOWSOEVER OTHERWISE the said ... premises or any part thereof were are is or heretofore were or was situated tenanted bounded called known numbered described or distinguished Together with all and singular the outhouses edifices buildings walls yards compounds ways paths passages advantages of ancient or other lights rights easements Commodities appendages and appurtenances whatsoever to the said

premises belonging or in anywise appertaining thereto or known as part parcel or member thereof And the reversion or reversions remainder and reminders yearly monthly and other reversions remainder and reminders of And All The Estate Right rents issues and profits thereof And All The Estate Right rents issues and profits thereof And All The Estate Right rents in the said of the said premises and also "Donor" of in to upon and out of the said premises and also "Donor" of in to upon and out of the said reminder and the said therein their heirs executors administrators representatives and assigns absolutely and forever and the said "Donoes" do hereby accept the said gift of the premises mentioned in the schedule hereunder written and have signed these presents in acknowledgement of such acceptance.

The Schedule Above Referred to.

All That the undivided 1/8th (one-eighth) share in All That the one storeyed brick built messuage tenement hereditaments and premises together with the "Madhya Sattyadhikari Chirasthai" revenue redeemed land or ground thereunto belonging whereon or on part whereof the same is erected and built and containing by estimation an area of three cottahs thirteen chittacks and twenty two square feet be the same a little more or less situate lying at and being premises No.64, Golf Club Road, (formerly municipal Holding No.31/45, Golf Club Road, Calcutta-33 being plot No.39 of Baramahal Lands, in Dag No. 599 in Mouza Chandpur Pargana Khaspore, J.L. No. 41, Khatian No.446, Touzi No.56, P.S. Tollygunge) P.S. Tollygunge Sub-Registry Alipore in the District of Twenty Four Parganas and butted and bounded on the North by premises No. 106, Golf Club E Road, Calcutta, On the Bast by premises No.63, Golf Club Road, Calcutta, on the South and West by Golf Club Road, Calcutta.

In witness whereof the parties to these presents have hereunto set and subscribed their respective hands the day month and year first above written.

Signed And Delivered at Calcutta

in the presence of :-

Brichallezio Soli atri FANOCALE

Kanal Kerman Nitra, 11/3, Old Ballygrupe 20 Lan, Cal-19. Sulal chandre Midri

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-Between-

Subal Chandra Mitra

-And-

Bimal Kumar Mitra & Air.



DEED OF GIFT.



Book No 105

Ho Pages 162 to 177

Being No 34 63

For the year 19 77

B. N. Chatterjee.
Advocate.
7, Old Post Office Street,
Calcutta.