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INDIA NON JUDICIAL

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भारत

दो सौ रुपये TWO HUNDRED RUPEES

Admissible under Regn. Rule 21 and also u/s 5(1) of the West Bengal L R Act 1955, duly stamped (Exempted from stamp duty) under the Indian Stamp Act, 1899 as amended in 1964.
Schedule 1A No 33
Process Fee 3.50
Paid in C. F. S.

Sub-Registrar
Sonarpur 24 Parganas
29/5/87

DEED OF GIFT OF PROPERTY IN CONSIDERATION OF NATURAL LOVE:

THIS DEED OF GIFT made this 29th day of May, 1981 B E T W E E N SRI KSHITINDRA NATH KHAN son of late Khirode Nath Khan, aged about 32 years by caste Hindu, by nationality Indian at present residing at 285, Vivekananda Road, Calcutta-700 006 (hereinafter referred to as the DONOR) which expression unless repugnant to the context shall mean and include the said Donor, his heirs, successors, executors, administrators and assigns of the ONE PART AND SRI RABINDRA NATH KHAN

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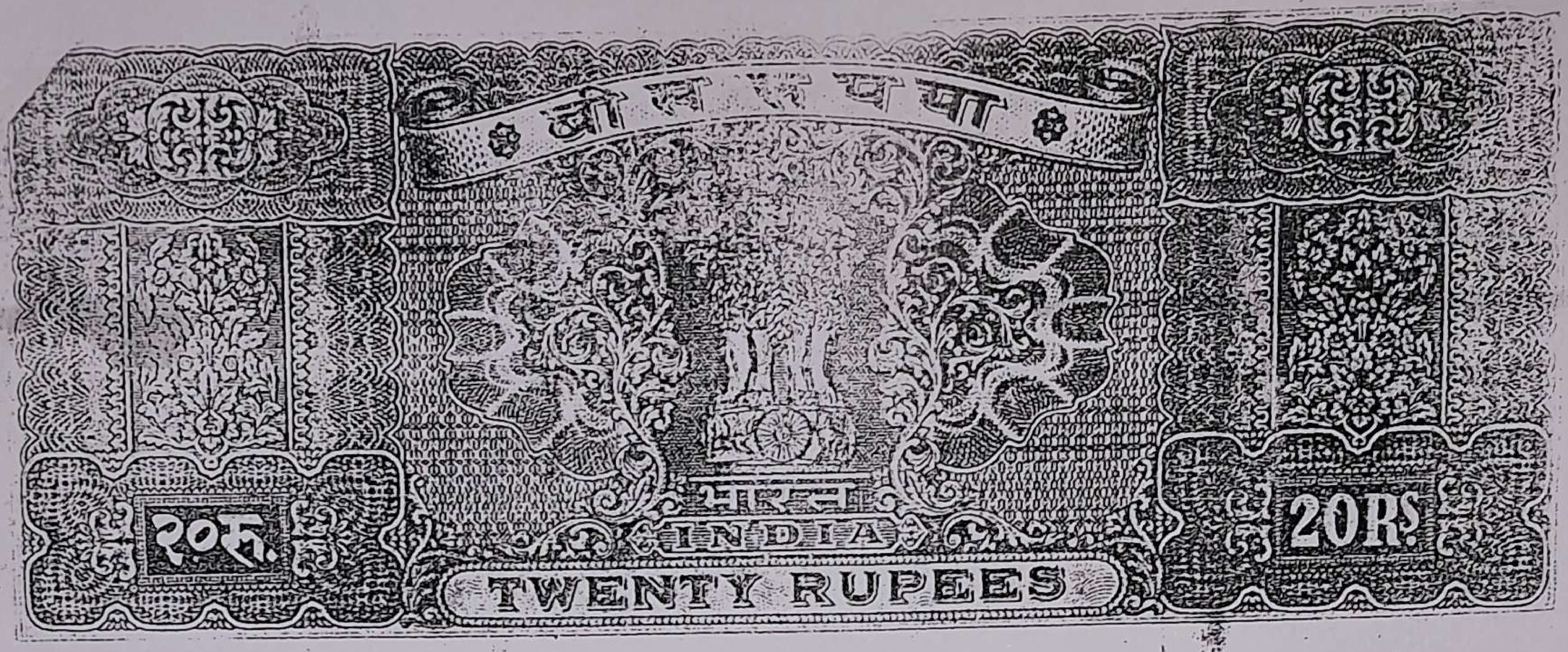

BHADURI son of Sri Dhirendra Nath Khan aged about 48 years, by Caste Hindu, by nationality Indian, by occupation Service at present residing at 285, Vivekananda Road, Calcutta-700 006 (hereinafter referred to as DONEE) which expression unless repugnant to the context shall mean and include his heirs, successors, executors, administrators, and assigns of the OTHER PART :

WHEREAS the Donor is lawfully seized and possessed of or otherwise well and sufficiently entitled to a plot of land measuring about more or less 5.24 (Cottahs) in Plot No.384 as its absolute owner free from all encumbrances by virtue of being the allottee Purchaser of the said land under the Scheme of Parnasree Pally Samabaya Samity Ltd., Behala, 24-Parganas, under a registered deed

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recorded in Book No.1 Volume No.142 Pages 240 to 242 Being No.5598, For the year 1974 in the office of the District Sub-Registrar, Alipore 24-Parganas.

AND WHEREAS of the aforesaid 5.24 Cottahs as the Donor has constructed ~~and erected a residential~~ building for his own living purpose on 2.83 Cottahs of land leaving apart a further piece of land with a dwelling house thereon of the size of 20' feet by 15' feet made of wooden and bamboo frames constructed by the Donor and measuring about 2.41 Cottahs appertaining to the same plot of land and also adjacent to and behind the said building.

AND WHEREAS the Donee is the son of the younger brother of the Donor and have been residing in the same

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premises of 285, Vivekananda Road, Calcutta-700 006 along with the Donor for the last 35 years.

AND WHEREAS the Donor having no male issue beside a daughter, has been looking upon the Donee as his son and also got settled him in life by way of giving him marriage with a Girl of his own choice and selection.

AND WHEREAS the Donee also in turn has been looking after the Donor in all respects as part of his filial duty and obligation during the aforesaid period of 35 years.

AND WHEREAS the Donor intends to confirm in writing his long standing inward desire of donating the aforesaid 2.41 Cottahs of land along with the aforesaid dwelling house thereon appertaining to the Plot No.384 and adjacent to his own building erected on 2.83 Cottahs for the purpose of permanent settlement of the Donee in life more specifically described in the Schedule hereunder written and delineated in the Township Plan of Parnasree Pally Samabaya Samity Ltd., Behala, 24-Parganas.

AND WHEREAS in view of the location of the said donated piece of land with the dwelling house thereon being behind the aforesaid residential building of the Donor, there having no way to the said land for the purpose of ingress and outgress thereto and therefrom the Donor hereunder assures and undertakes to keep vacant on the Eastern side building a

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further piece of land of his own measuring about 55' feet and 8" inches in length and 6 feet in width for the purpose of user by both the Donor and Donee as a common passage for all time and without any obstruction whatsoever.

NOW THIS DEED WITNESSETH a follows :-

1.. That in consideration of the natural love and affection which the Donor had and still have for the Donee, the latter being the son of his younger brother, the donor do hereby and hereunder, grant, convey, transfer give and assure unto and to the use of the Donee, freely and colun-tarily, the said piece of land with the aforementioned house thereon and measuring about more or less 2.41 Cottahs more particularly described in the Schedule hereto and specifically earmarked in the Plan annexed herewith TO HAVE AND HOLD the same for his sole and exclusive use and benefit absolutely and unconditionally for ever, with full right of sale and transfer as its absolute owner.

2.. And that the Donee accepts the gift of the said piece of land along with the dwelling house thereon hereunder made as testified by his being a party hereto and executing these presents.

3.. THIS INDENTURE FURTHER WITNESSETH that it is expressly agreed and understood by and between the parties to this Deed of Gift that the aforementioned passage fully

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and specifically depicted in the annexed plan measuring about more or less 55' feet and 8 inches in length and 6" inches in width on the Eastern side of the Donor's residential building which the donor contributes out of his own remaining land of 2.83 Cottahs for the purpose of being used as a common passage by the parties for all time and without any hindrance, dones not form part of the subject of Gift, though the assurance and the undertaking given for the purpose will remain binding on the Donor and will not prejudice the right of ingress and out-gress of the Donee in any manner whatsoever. This estimated value of the property is Rs.5,000/- (Rupees Five thousand) only.

IN WITNESS WHEREOF the Donor and the Donee have hereunto set and subscribed their hands ~~this~~ 29th day of March, 1981.

SCHEDULE OF THE DONATED LAND:

ALL THAT piece and parcel of revenue free Land being Scheme Plot No.384 forming part of C.S.Plot Nos.401, 350, 400 measuring about 2.41 Cottahs with the house thereon of the size of 21' ft. by 15' feet made of wooden and bamboo frames be the same a little more or less in Mouza Behala, J.L.No.2, Khatian No.66 within the Soith Subarban Municipality under the jurisdiction of Behala Police Station District 24 Parganas

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(and delineated in the Plan hereto annexed and marked with Chocolate Colour and butted and bounded as follows :-

ON THE NORTH : By Samiti Plot No.386 ;

ON THE SOUTH : By the Donor's remaining portion of land including the Common passage for ingress and outgress to the Donee's Donated piece of land.

ON THE EAST : By Samity Plot No. 383 ;

ON THE WEST : By Samity Plot No. 385 ;

Total Gifted Land : 2.41 Cottahs i.e. more or less two Cottahs and seven Chittacks with a dwelling house.

Kshitisha Nath Khan.
Signature of the Donor

Accepted by the said Donee and signed by him in token of such acceptance.

Rabindra Nath Khan Bhaduri
Signature of the Donee.

Witness :-

1. Manju Lahiri. 285, Vivekananda Rd. Cal-6.
2. Parimal Das Gupta Advocate, Cal H.C.
3. Md. Sarafat Ali. Ali Imp Police Cort.

Gopal Ch. Dutta

Typed by : Gopal Ch. Dutta
Sri Gopal Chandra Dutt,
9, Old post Office Street,
C a l c u t t a - 700 001.

DATED THE 29TH DAY OF JULY 1981

BETWEEN

SRI KSITINDRA NATH KHAN

AND

SRI RABINDRA NATH KHAN BHADURI

DEED OF GIFT

4120

Sub-Registrar
Alipore 24 Parganas
21-7-82

Book ... 1
Volume No ... 241
Pages ... 55 to 59
Being No ... 6093
For the Year 1981

SEAL OF THE DISTRICT REGISTRAR
24 PARGANAS ALIPORE

Sub-Registrar
Alipore 24 Parganas