

- :: DEED OF GIFT 2: -

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AND

SRI BISWANATH DUTTA, son of Late Ganga Dhar Dutta, by faith: Hindu, by occupation: Business, residing at 122, S.N. Banerjee Road, Mistri Ghat, Monirampur, P.O. & P.S.: Barrackpore, District: North 24 Parganas, hereinafter called and referred to as the DONEE (which term or expression shall unless excluded by or repuganant to the context be deemed to include his heirs, executors, administrators, legal representatives and assigns ect.) of the OTHER PART.



WHEREAS the Donor herein above Smt. Karuna Bala Dutta purchased a plot of land measuring an area .12 Decimal alongwith pucca residential structure lying and situated under the District of North 24 Parganas P.S. : Barrackpore, within Mouza : Monirampur , J.L. No - 2, comprised and contained in Dag No . 512 & 853 under Khatian No . 2 within the limits of North Barrackpore Municipality from Panchu Gopal Chattopadhyay by virtue of a registered Deed of Sale Vide Sale Deed No. - 3433 which was registered at the sub - Registry Office at Barrackpore, recorded in Book No. - 1, Volume No. - 51, pages written 57 to 60, on 22/07/1959.



AND WHERE AS after purchasing the abovesaid land with building the present Donor became the absolute owner of the abovesaid property and she recorded her name in the record of L.R.Settlement as a Rayat and till to date she is enjoying, seizing and possessing the aforementioned property with full right, title and interest and without any disturbances from any corner whatsoever.

AND WHEREAS the Donor Smt. Karuna Bala Dutta is the mother of the Donee, Sri Bishwa Nath Dutta and the Donee is the younger son of the Donor. So, in consideration of the natural love and affection which the Donor had and still have for the Donee the later being his son. The Donor do hereby and hereunder renounce all her estate, right, title and interest in respect of a portion of her total land including pucca construction which is more particularly described in the schedule below hereunder written with intend to vest the same in and grant, convey, transfer, give and assure unto and to the use of the said Donee, freely and voluntarily (which is referred to as the said Property) and delivered possession of the same unto and in favour of the said Donee TO HAVE AND TO HOLD the same for his use and benefit absolutely and unconditionally for ever.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said wish and desire of the Donor and out of her own free will, without fraud coersion or undue influence from any body whom so ever the Donor do hereby and hereunder freely and voluntarily grant, convey, transfer, give, assign and assure unto and to the use of the Donee and his successor ALL THAT property to be used exclusively for the purpose of residential accommodation and the said property TO HAVE AND TO HOLD the same for his use and benefit absolutely and unconditionally forever.

AND WHERE this indenture further witnesseth that it is expressly agreed and understood by and between the parties that this gift of the property as mentioned in the schedule below is gifted by the Donor to the DONEE and the Donee accepts this gifted property as mentioned in the Schedule below.

AND WHERE AS this indenture witnesseth that the DONEE will be at liberty to transfer (Sale / Gift etc.) this gifted property to any other person, if he desires.

AND WHERE AS the said "DONEE" from this day will become the absolute owner of the said property and the DONOR leases to have any interest therein from this day. And 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 Rs. 5,00,000 /- (Rupees Five lakhs.) only approx.

IN WITNESSES WHEREOF the Donor has executed this Deed of Gift and delivered the same to the Donee who has also executed the same in token acceptance thereof on this the 8th day of April 2002.

-:: SCHEDULE OF THE PROPERTY :: -

ALL THAT the piece and parcel of "Bastu" land measuring an area 1(one) Cottah 8 (eight) Chattaks 12 (twelve) sq. ft. be the same or a little more or less alongwith pucca residential 2(two) storeyed building lying and situated under the Dist: North 24 Parganas, P.S. - Barrackpore, with in Mouza: Monirampur, J.L.No. - 2, Touzi No. - 79, comprised and contained in Dag No. - 512 (five hundred twelve) and 853 (eight hundred fifty three) under khatian No. - 2, within the limits of North Barrackpore

Municipality at Ward No. - 22, Holding No. - 25, It's proportionate rent payable to the collectorate of North 24 Parganas is hereby Gifted with all easement rights.

Area of land gifted by this Deed of gift 1(one) cottah 18 (eighteen) chattaks 12 (twelve) sq. ft., Gifted constructional area in Ground Floor: 879 sq. ft. and open roof or terrace in first floor: 959 sq. ft.

Be it mentioned here that the Donee hereinabove shall use the 4'-0" feet wide common passage with my another son SRI BHOLANATH DUTTA with proportionate right, title and interest. It is further mentioned here that the Donee and my another said son SRI BHOLANATH DUTTA may abolish the said common passage for their joint benefit.

The Gifted property is delineated by GREEN border boundary lying in the annexed site plan and marked as Plot No. - "B". The gifted property is butted and bounded by :-

ON THE NORTH :- 4'-0" wide common passage of Plot 'A' & Plot 'B' .

ON THE SOUTH :- Municipal Lane and others property .

ON THE EAST :- S.N.Banerjee Road .

ON THE WEST :- Common Lane .

The annexed site plan should be treated as a part of this Deed .

त्या एक्षे अस्य तरी।

The Donee hereby accepts the Gifted property.

A A ANAVAY TO

Signature of DONDR

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF WITNESSES.

1) Amirudda Segepta. 4-pampara Barroakporo. P.S - Wagarh.

2) Subhamony Donia

DRAFTED & PREPARED BY:

Biswajit Deb.

(SRI BISWAJIT DEB)

ADVOCATE, BARRACKPORE COURT.

TYPED BY:

Subin Ray

SUBIR RAY,

MADHUPANDIT ROAD, BARRACKPORE.