





AND

SRI DIBYENDU MUKHERJEE Son of Late Debesh Mukherjee, by faith-Hindy, by occupation Business, presently residing at 121, Dumbum Park, under Police Station-Lake Town, District-North 24 Parganas, PIN 700 055 hereinafter collectively referred to as the DONEE (which expression shall unless excluded by or repugnant to the subject or context be-deemed to mean include his heirs, trustees, executors, administrators, legal representatives and/or assigns)

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And. District Dub-Royands Pichannapu (Kali Lahe).

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WHEREAS

- A. That by virtue of an agreement dated 21.12.1951 made between The Government of West Bengal as one part and The Krishnapur Refugee Co-operative Colony Limited, the said The Krishnapur Refugee Co-operative Colony Limited acquired and took the possession from the Government of West Bengal a plot of land 85.33 (eighty-five point three three) Acre more or less comprised in C. S. Dag No. 2323,2324, 2326, 2327, 2330-2333, 2343-2373, 2376-2393, 2395-2404, 2413-2417, 2425-2432, 2440, 2442-2491, and 2555-2558 under Mouza-Krishnapur, under J.L.No. 17, previously under Police Station-Rajarhat and at present under Police Station -Lake Town and Mouza -Shyam Nagar, within the District North 24 Parganas;
- B. THAT by a deed of conveyance dated 27th day of November, 1975 registered at the office of the Sub-Registrar at Cossipore Dumdum and entered into Book No. 1, Volume No: 175 Pages 193 to 200 Being No. 9811 for the year 1975. Government of India sold transferred and conveyed to THE KRISHNAPUR REFUGEE CO-OPERATIVE COLONY LIMITED, the said land measuring about 85.33 Acres comprised in C.S.Dag No. 2323, 2324, 2326, 2327, 2330-2333, 2343-2373, 2376-2393, 2395-2404, 2413-2417' 2425-2432'2440, 2442-24491 and 2555-2558 at Mouza - Krishnapur, and thus the said KRISHNAPUR REFUGEE CO-OPERATIVE COLONY LIMITED enjoying the said with good right and absolute power of owne_ship and has every right and absolute power to transfer the same to any body according to the said societies' resolution dated 11th day of January 1976;
- C. THAT by a deed of conveyance dated 15th day of April 1977 registered at the office of the Sub-Registrar at Cossipore DúmDum and the same has been entered into Book No. 1, Volume No. 70, Pages 202 to 206, Being No. 2148 for the year 1977 the KRISHNAPUR REFUGEE CO-OPERATIVE COLONY the Vendor as described therein LIMITED absolutely sold transferred and conveyed a plot of land measuring an area about 5 (five) dottahs be the same little more or less at Plot No. 121, comprised in C. S. Dag No. 2352, 2362 under Mouza-Shyam Nagar, under Police Station Lake Town, District North 24 Parganas conveyed unto SRIMATI AMITA MUKHERJEE wife of late Debesh Chandra Mukherjee, therein as the Purchaser the mother of the Donor and Donees herein therein as the Purchaser specifically and particularly



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mentioned in the schedule thereunder written against the adequate consideration mentioned therein;

- D. That while thus the said the SRIMATI AMITA MUKHERJEE wife of late Debesh Chandra Mukherjee absolutely seized and possessed of and otherwise well and sufficiently entitled to the said land constructed a two storied brick built building with R. C. C. Roof in the year 1980 out of her own streedhan;
- E. That while thus the said the SRIMATI AMITA MUKHERJEE wife of late Debesh Chandra Mukherjee absolutely seized and possessed of and otherwise well and sufficiently entitled to the said land measuring about a plot of land measuring an area about 5 (five) cottahs be the same little more or less at Plot No. 121, comprised in C. S. Dag No. 2352, 2362 under Mouza-Shyam Nagar, under Police Station Lake Town, District North 24 Parganas together with two storied brick built building with R. C. C. Roof under her possession as her own, her husband Debesh Chandra Mukherjee the father of the Donor and Donee herein died intestate on 06.04.1978 and she i.e. AMITA MUKHERJEE the mother of the Donor and Donee herein died intestate on 08.06.2001, leaving behind her one son namely (1) SRI DIBYENDU MUKHERJEE (The Donee herein) and one daughter namely SRIMATI ANASUYA CHATTERJEE wife of Bishmadev Chatterjee (The Donor herein) as her only legal heirs and successors to her estate;
- That now the Donor herein together with the Donee herein jointly and absolutely acquired the ownership of equal share of the property having area about 5 (five) cottahs be the same little more or less together with a two storied brick built building with R. C. C. roof having consolidated area of 3247.01 (three thousand two hundred forty seven point zero one) square feet more or less at Plot No. 121, DumDum Park, PIN 700 055 comprised in C. S. Dag No. 2352, 2362 having Holding No. 114 (old) Circle No. 7, within the limits of the Ward No. 28 of the South DumDum Municipality under Mouza-Shyam Nagar, within the jurisdiction of the Additional District Sub-Registrar at Bidhan Nagar, Salt Lake City under Police Station Lake Town, District North 24 Parganas by virtue of inheritance according to Hindu Law of succession;



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- G. That the Donor herein hereof while thus enjoying the undivided half share of the said plot of land and two storied building standing thereon specifically and particularly mentioned in the Schedule written hereunder together with Donee herein, for natural love and affection towards the Donee, who is the brother of the donor herein, does hereby freely and voluntarily gift of her undivided half share of the said plot of land specifically and particularly mentioned in the Schedule written hereunder absolutely forever;
- That by virtue of this deed of gift the Donee H. herein become the absolute sole owner of the land measuring about 5 (five) cottahs be the same little more or less together with a two storied brick built building with R. C. C. roof having consolidated area of 3247.01 (three thousand two hundred forty seven point zero one) square feet more or less at Plot No. 121, DumDum Park, PIN 700 055 comprised in C. S. Dag No. 2352, 2362 having Holding No. 114 (old) Circle No. 7, within the limits of the Ward No. 28 of the South DumDum Municipality under Mouza-Shyam Nagar, within the jurisdiction of the Additional District Sub-Registrar at Bidhan Nagar, Salt Lake City under Police Station Lake Town, District North 24 Parganas;
- I. That the DONOR has represented before DONEE that the DONOR has good marketable title to the said land in specifically and particularly mentioned in the Schedule written hereunder is absolutely free from all sorts of encumbrances, charges, liens, lispendens, attachments, trust whatsoever and howsoever and the DONOR is now absolutely seized and possessed all or otherwise well and sufficiently entitled to ALL THAT the said plot of land specifically and particularly mentioned in the Schedule written hereunder;
- J. That the DONOR herein being the absolute joint owner with the Donee herein having undivided equal share of the demised plot of land and the DONOR seized and possessed undivided half share of the said demised plot of land together with a two storied brick built building standing thereon specifically and particularly mentioned in the Schedule written hereunder and for love, respect and affection to her brother the DONEE herein for the GIFT and transfer the said demised plot of land specifically and particularly mentioned in the Schedule written hereunder and the said property valued at RS.



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8,00,000/- according to the price of the land in , question.

NOW THIS DEED OF GIFT WITNESSETH AS FOLLOWS:

In pursuance of the love respect and affection of the DONOR herein to the DONEE herein, the DONOR doth hereby grant, transfer, gift, convey, assign and assure the same or every part thereof forever acquit and discharged the DONEE as well as the property, the DONORS doth hereby further grant, transfer, gift, convey, assign and assure ALL THAT undivided half share of the plot of land classified as Bastu measuring about 5 (five) cottahs be the same little more or less together with a two storied brick built building with R. C. C. roof having consolidated area of 3247.01 (three thousand two hundred forty seven point zero one) square feet more or less at Plot No. 121, DumDum Park, PIN 700 055 comprised in C. S. Dag No. 2352, 2362 Having Holding No. 114 (old) Circle No. 7, within the limits of the Ward No. 28 of the South DumDum Municipality under Mouza-Shyam Nagar, within the jurisdiction of the Additional District Sub-Registrar at Bidhan Nagar, Salt Lake City under Police Station Lake Town, District North 24 Parganas specifically and particularly mentioned in the schedule written hereunder and herein after referred to the said PLOT OF LAND OR HOWSOEVER the said plot of land and every part thereof now are or is hereto before were was situated butted and bounded called known numbered described distinguished TOGETHER WITH all rights, liberties, privileges, easements, appendages, appurtenances, whatsoever to the said plot of land i.e. undivided half share of the total land about 5 (five) cottahs be the same little more or less together with undivided half share of a two storied brick built building with R. C. C. roof having consolidated area of 3247.01 (three thousand two hundred forty seven point zero one) square feet more or less and property or any or every part thereof belonging to or anywise appertaining to or usually shold, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto and the rents, issues and profits thereof and all other legal incidents thereof and all the estate, interest, inheritance, use, title, possession, property and every part thereof and all other evidence or title whatsoever in anywise relating to or concerning the plot of land which now are or hereafter shall or may be in possession, power of control of the DONOR or any other person or persons from the DONOR any procurement of the same without any notice or suit

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either in law or in equity TO HAVE TO HOLD the said plot of land i.e. undivided half share of the total land about 5 (five) cottahs be the same little more or less together with undivided half share of a two storied brick built building with R. C. C. roof having consolidated area of 3247.01 (three thousand two hundred forty seven point zero one) square feet more or less at here granted, transferred, conveyed and assigned or expressed or intended so to be with the appurtenances unto the DONEE absolutely and forever free from all sorts of encumbrances whatsoever.

B THE DONOR DOTH HEREBY COVENANT WITH THE DONEE:

- THAT notwithstanding or her predecessors-intitle or any of them one executed or knowingly suffered to the contrary the DONOR is fully and absolutely and possessed of or otherwise well and sufficiently entitled to the said plot of land hereby granted and conveyed and expressed or intended so to be for a perfect indefeasible or inheritance without any manner or condition, use, trust or other thing whatsoever to alter or make void the same, and,
- 2. THAT notwithstanding any such act, deed or thing whatsoever aforesaid the DONOR now has good right fully lawful and absolute authority an indefeasible to grant convey transfer and assign the undivided half share of the said property hereby granted conveyed transferred assigned and assured or intended so to be with the appurtenances unto and to the use of the DONEE in the manner aforesaid and according to the true intent and meaning of these presents, and
- 3. THAT the gift shall and may from time to time and at all times hereafter peaceably and quietly hold convey possess and enjoy the said property hereby granted conveyed transferred assigned and assured and received and take rents issues and profits thereof for his absolute use and benefit without any lawful hindrance interruption disturbance eviction claim or demand whatsoever from or by the DONOR or any person or persons whatsoever, and
- 4. THAT free and clear freely and clearly and absolutely acquit exonerate and release or otherwise by and at the costs and expenses of the DONOR well and sufficiently save defends kept harmless and other estate rights title claim

mortgage charge lien lispendens attachments and encumbrances whatsoever, and

- 5. THAT the DONOR and/or all persons having lawfully and absolutely claiming any estate right title or interest whatsoever into or upon the property or any and every part thereof from under or in trust for the DONOR and/or his predecessors in title or any or them shall and will from time to time and at all times hereafter at the request and costs of the DONEE for execute or cause to be done or execute all such acts, assurances and things whatsoever for further better and more perfectly assuring the said plot of land granted conveyed transferred and assigned or expressed or intended so to be and every part thereof unto and to the use of the said DONEE in the manner aforesaid as may be reasonably require, and,
- 6. THAT the said plot of land or any or every part thereof is not attached in any proceeding or under any provision of public demand recovery act or otherwise and no steps taken in execution or any certificate at the instance of Income Tax and/or Wealth Tax and/or Estate Duty Authorities, and,
- THAT neither any notice under the PUBLIC DEMAND RECOVERY ACT, has been serve upon the DONOR nor any such notice has been published, and,
- 8. THAT the DONOR has not yet received any notice of requisition or acquisition of the property described in the Schedule written hereunder and the said property has been affected by any scheme or road alignment for other purposes, and,
- THAT the DONEE and all persons or person claiming through or under this shall has undisputed and all manner of rights through or over the said property and all other rights of easements at law and in equity, and
- 10. THAT the DONOR shall and will, at all times hereafter, be bounded to indemnify the DONEE against any loss or damage, may be suffered by the DONEE by reason of any acts in title or possession of the DONOR or by the discovery of any charge, equitable or otherwise mortgage or trust, liens, lispendens or any suit relating to the property any either before or after decree by any court or other legal authority affecting adversely the property, here it amends any premises hereby granted transferred and conveyed to the DONEE, and,

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- 11. THAT notwithstanding with the execution of this deed or conveyance the DONOR deliver peaceful vacant possession and or the said property described in the Second Schedule written hereunder, unto the DONEE for the absolute use and benefit of the DONEE as full and absolute owner therefor and all rights title interests over the said plot of land hereby vests unto the DONEE by virtue of this deed of gift absolutely and forever, and,
- 12. Simultaneously with the execution of this deed of gift the DONOR hand over all documents of title relating to the property specifically described in the Schedule to the DONEE herein.
- 13. THAT notwithstanding with the execution of this deed of Gift the DONOR hereby covenant that the DONOR and or her nominee or authorized persons shall not create any sorts of obstruction and or objection towards construction work of the premises specifically mentioned in the Schedule at the cost of DONEE.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of undivided half share of Bastu land having total measurement of 5 (five) cottahs be the same little more or less together with a two storied brick built building with R. C. C. roof having consolidated area of 3247.01 (three thousand two hundred forty seven point zero one) square feet more or less at Plot No. 121, DumDum Park, PIN 700 055 comprised in C. S. Dag No. 2352, 2362 having Holding No. 114 (old) Circle No. 7, within the limits of the Ward No. 28 of the South DumDum Municipality under Mouza-Shyam Nagar, within the jurisdiction of the Additional District Sub-Registrar at Bidhan Nagar, Salt Lake City under Police Station Lake Town, District North 24 Parganas, a site plan attached herewith and marked with Red colour border which being to be treated as part of this indenture of being butted and bounded in the manner following that is to say: -

ON THE NORTH: ROAD;

ON THE SOUTH: PLOT NO. 136;

ON THE EAST: PLOT NO. 120;

ON THE WEST: PLOT NO. 122;

IN WITNESSES HEREOF THE DONOR and DONEE have hereunto set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED At CALCUTTA in the presence of:

1. Mamata Bhatlacharyn . c'26/09 121, Dum Dem Park Kakata 5

3-2-10

2. Rite Bhattacherya. 220, Dumbum Park. Kolkale 700055

I, the above named DONEE acknowledge the GIFT cordially

1. Raju Thosh Jagaduh Pri Projazbat 24 Prscn)

SIGNATURE OF THE DONEE

Draft@d and prepared in my office

SUPROTIM SAHA

ADVOCATE

MONOLATA

BA/12/2B, DESHBANDHU NAGAR,

CALCUTTA 700 059



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> Civit Judge (Jr. engl 3rd Court, Sealed 3-2-60

