

- Indian, by Occupation - Retired, residing at 22A, Park Side Road, P.S. Tollygunge, Kolkata - 700026, hereinafter called and referred to as the "DONOR" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

SRI ABHIJIT BANERJEE, son of Sri Debasis Banerjee, by Faith - Hindu, by Nationality - Indian, by Occupation - Service, residing at 22A, Park Side Road, P.S. Tollygunge, Kolkata - 700026, hereinafter referred to as the "DONEE" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

whereas One Raj Narayan Banerjee, since deceased, son of Late Paran Chandra Banerjee of 22A, Park Side Road, P.S.

Tollygunge, Calcutta - 26 was the actual owner of ALL THAT piece and parcel of homestead land measuring more or less an area 7 Cottahs 00 Chittak 14 Sq.ft. together with one partly two storied and one partly three storied building standing thereon (which was

constructed in same times in the year 1922) situated and lying and being Premises No. 22A and 22B, Park Side Road, P.S. Tollygunge being Plot No. 216 of the Scheme No. 15B of the Calcutta Improvement Trust, comprising in Holding No. 105/101, 50 and 119/275, Sub-Division "Q" Division VI of the Government Khas Mahal Estate known as Dihi Panchannagram, District the then 24 Parganas, free from all encumbrances.

AND WHEREAS by virtue of a Registered Deed of Settlement dt. 17th day of July, 1944, registered in the office of District Registrar at Alipore, recorded in Book No.I, Volume No. 57, Pages 128 to 135, Being No. 2552 for the year 1944, said Raj Narayan Banerjee settled his said total property in favour of his four sons namely 1. Debi Prasad Banerjee, 2. Bhabani Prasad Banerjee, 3. Shanti Prasad Banerjee, 4. Jamuna Prasad Banerjee and his wife Smt. Sushila Bala Devi in the manner as described therein.

AND WHEREAS after the death of said Raj Narayan Banerjee, in terms of the said registered Deed of Settlement said Debi Prasad Banerjee and Bhabani Prasad Banerjee became the joint owners of ALL THAT piece and parcel of homestead land measuring more

or less an area 5 Cottahs 01 Chitaks 23 Sq.ft. out of the said total area more or less 7 Cottahs 00 Chittaks 14 Sq.ft. together with one old and dilapidated three storied building standing thereon or in a part thereof being situated and lying and being Premises Nos. 22A and 22B, Park Side Road, P.S. Tollygunge, Calcutta - 700026.

AND WHEREAS in course of joint occupation, enjoyment and use in respect of the land with building, as described above said Debi Prasad Banerjee died intestate on 05.11.1983 leaving behind him his two sons namely Tapan Kumar Banerjee and Swapan Kumar Banerjee and one married daughter namely Smt. Tripti Mukherjee to inherit the said property.

AND WHEREAS said Swapan Kumar Banerjee died intestate on 03.04.1984 leaving behind his wife Smt. Mamata Banerjee, two sons namely Sri Dibyendu Banerjee and Kaushik Banerjee respectively and one daughter Smt. Madhumita Banerjee, as his surviving legal heirs and heiress to inherit his undivided share in respect of the said property.

AND WHEREAS by virtue of a registered Deed, registered in the office of Sub-Registrar at Alipore, said Smt. Tripti Mukherjee disclaim her undivided share in respect of the said property in favour of Tapan Kumar Banerjee, Dibyendu Banerjee, Kaushik Banerjee and Madhumita Banerjee, fully, finally and absolutely.

AND WHEREAS for the benefit of respective use, enjoyment and occupation in respect of said property being Premises Nos. 22A and 22B, Park Side Road, P.S. Tollygunge, Kolkata - 700026, said Bhabani Prasad Banerjee together with the said legal heir and heiress of said Debi Prasad Banerjee on or about 27th day of September, 1985, executed a Deed of Mutual Partition, duly registered in the office of District Sub-Registrar at Alipore, recorded in Book No.I, Being No. 13555 for the year 1985 wherein the land with building of said Premises Nos. 22A and 22B, Park Side Road, P.S. Tollygunge, Kolkata - 700026 was partitioned by mets and bounds in terms of the said Mutual Partition, Sri Bhabani Prasad Banerjee, since deceased allotted ALL THAT piece and parcel of homestead land measuring more or less an area 2 Cottahs 11 Chittaks 14 Sq.ft. out of 5 Cottahs 1 Chittaks 23 Sq.ft. out of the

said total area 7 Cottahs 00 Chittak 14 Sq.ft. together with part of said old and dilapidated three storied brick built structure consisting of 1 room in the western side of ground floor having super built-up area more or less 200 Sq.ft. part of First Floor measuring more or less super built-up area 1300 Sq.ft. situated in the Western side, entire Second Floor, having super built-up area more or less 2300 Sq.ft. (which includes open terrace in the right side measuring more or less an area 250 Sq.ft. and open terrace in the left side measuring more or less an area 150 Sq.ft.) and right to use staircase, ultimate roof of the building and other common areas and facilities of Premises No. 22A, Park Side Road, Kolkata - 700026, as morefully and particularly described in the Schedule below, marked as Schedule "A" towards his exclusive allocation.

AND WHEREAS in the said Partition Deed it was categorically mentioned that in the event of death of said Bhabani Prasad Banerjee, the total property under his allocation, as stated above, shall fully vest in favour of his only son Sri Debasis Banerjee.

AND WHEREAS said Bhabani Prasad Banerjee in course of exclusive enjoyment in respect of the said property allotted in his favour in terms of the said registered Deed of Partition, free from all encumbrances, died intestate at Kolkata.

AND WHEREAS consequences to the death of said Bhabani Prasad Banerjee in terms of his last Will, as setforth in the said Deed of Partition, his only son Sri Debasis Banerjee has become the absolute owner of ALL THAT piece and parcel of the property, as morefully and particularly described in the Schedule "A" left by said Bhabani Prasad Banerjee together with the other properties, if any.

AND WHEREAS the Donor herein namely Sri Debasis Banerjee has mutated his name in the records of Kolkata Municipal Corporation to be the recorded owner of the property as described in the Schedule "A" and paying taxes for the same in the K.M.C. Assessee No. 11-084-15-0040-4 and has been enjoying, occupying and using the same absolutely and exclusively free from all encumbrances.

AND WHEREAS the Donor herein happens to be the father of the Donee. The Donor has deep love and affection towards the Donee being his younger son. The Donor is satisfied with the day to day dutifulness of the Donee upon him. Hence out of such natural love and deep affection which the Donor has unto the Donee, the Donor is desirous of transferring ALL THAT piece and parcel of the property, as morefully described in the Schedule "B" hereunder written, towards free and unconditional gift and thus the Donor approached the Donee and requested to accept the same.

AND WHEREAS the Donee herein who happens to be the younger son of the Donor, being agreed with the said proposal of the Donor and agreed to accept the said Gift to his father with most gratitude and honour.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS: -

That in consideration of natural love and affection which the Donor had and still has for the Donee, the latter being his younger son, the Donor do hereby and hereby renounce all his estate and right, title and interest in respect of the property, with intend to vest the same in and grant, convey, transfer, gift and assure unto and

That no consideration money is paid to the Donor by the Donee for such gift as appeared herein.

That the property to be gifted as morefully and particularly described in the Schedule "B" is valued to Rs. 8,00,000/- (Rupees Eight Lakhs) only and the same has been assessed in terms of the present available market price.

That the Donee shall bear all the necessary cost and expenses for registration of this Deed i.e. stamp duty, registration fees, fees for the Advocate and other incidental expenses.

SCHEDULE "A" ABOVE REFERRED TO

(Description of the Land with building under the ownership of the Donor)

ALL THAT piece and parcel of homesteaded land measuring more or less 2 (Two) Cottahs 11 (Eleven) Chittaks 14 (Fourteen)Sq.ft. out of said 5 Cottahs 1 Chittak 23 Sq.ft. out of the said total area 7 Cottahs 00 Chittak 14 Sq.ft. together with part of three storied brick built old and dilapidated structure (which was constructed in some times in the year 1932) consisting of 1 room in the western side of ground floor having super built-up area more or less 200 Sq.ft. part of First Floor measuring more or less super built-up area

1300Sq.ft. situated in the Western side, entire Second Floor, having super built-up area more or less 2300 Sq.ft. (which includes open terrace in the right side measuring more or less an area 250 Sq.ft. and open terrace in the left side measuring more or less an area 150 Sq.ft.) and right to use stair-case, ultimate roof of the building and other common areas and facilities of Premises No. 22A, Park Side Road, Police Station - Tollygunge, Kolkata - 700026, within the limit of Ward No. 84 of the K.M.C., District South 24 Parganas and the said land is butted and bounded in the manner as follows:-

ON THE NORTH BY: Premises No. 22B, Park Side Road.

ON THE SOUTH BY : 40 ft. wide Park Side Road.

ON THE EAST BY Property of Tapan Banerjee and

Mamata Banerjee.

ON THE WEST BY: 4'ft. wide passage and thereafter

Premises No. 24B, Park Side Road.

SCHEDULE - B

(Description of the property conveyed in favour of Sri Abhijit

Banerjee, being the Donee herein)

<u>ALL THAT</u> piece and parcel of Part of First Floor (Western Side) of the old and dilapidated three storied building consisting of

three bed rooms, one Thakurgarh, one dinning hall, one dining space, one kitchen, two bath rooms and one open verandah measuring more or less total super built-up area 1300 Sq.ft. and one room in the Western side of Ground Floor having super builtup area more or less 200 Sq.ft. together with undivided proportionate impartible and indivisible interest or share of the land pertaining to the land, as described in the Schedule "A" and right to use the common areas and facilities of the said premises as described in the Schedule "C" along with other easement and guasieasement right of the said Premises being part of Premises No. 22A, Park Side Road, P.S. Tollygunge, Kolkata - 700026, within the limit of Ward No. 84 of the Kolkata Municipal Corporation, Sub-Registrar at Alipore, District South 24 Parganas. The property as described herein is shown under the RED verge line in the annexed plan or map, the same shall form a part of this deed.

SCHEDULE - C

(Description of the common area and facilities)

- 1. Ultimate roof of the three storied building.
- 2. Ultimate roof and Stair-case to the roof.

- 3. Main Entrance to the Premises.
- 4. Boundary wall of the Premises.
- 5. All the outer walls of the building.
- 6. Drainage, Sewerage line of the Premises.
- 7. All the external plumbing installations, pipes of the said *Premises*.
- 8. Electric meter room, all the electrical fittings or installations in the common areas.
- 9. Common walls in the Ground and First respectively separating the two portions.

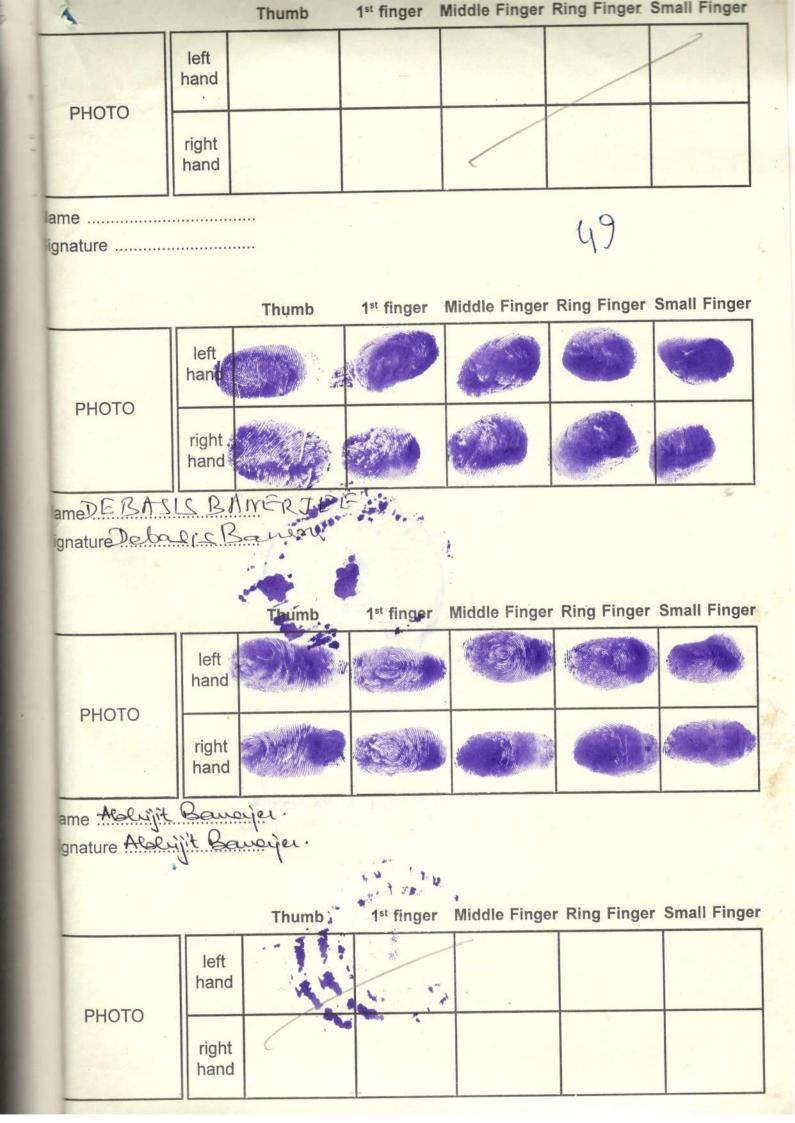
- :: SCHEDULE "D" ABOVE REFERRED TO :: -

(<u>Description of the common expenses to be borne by the Donee</u>

<u>with the other lawful occupants of the said premises</u>

<u>proportionately and jointly</u>)

The Donee shall bear proportionate costs and expenses for the maintenance, repairing, cleaning, servicing etc. for the common areas and facilities of the Schedule "A" premises which he shall enjoy with the other lawful occupiers of the said premises time to time and at all times.





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District Sub-Registrar-1 Alipore, South 24 Parganas

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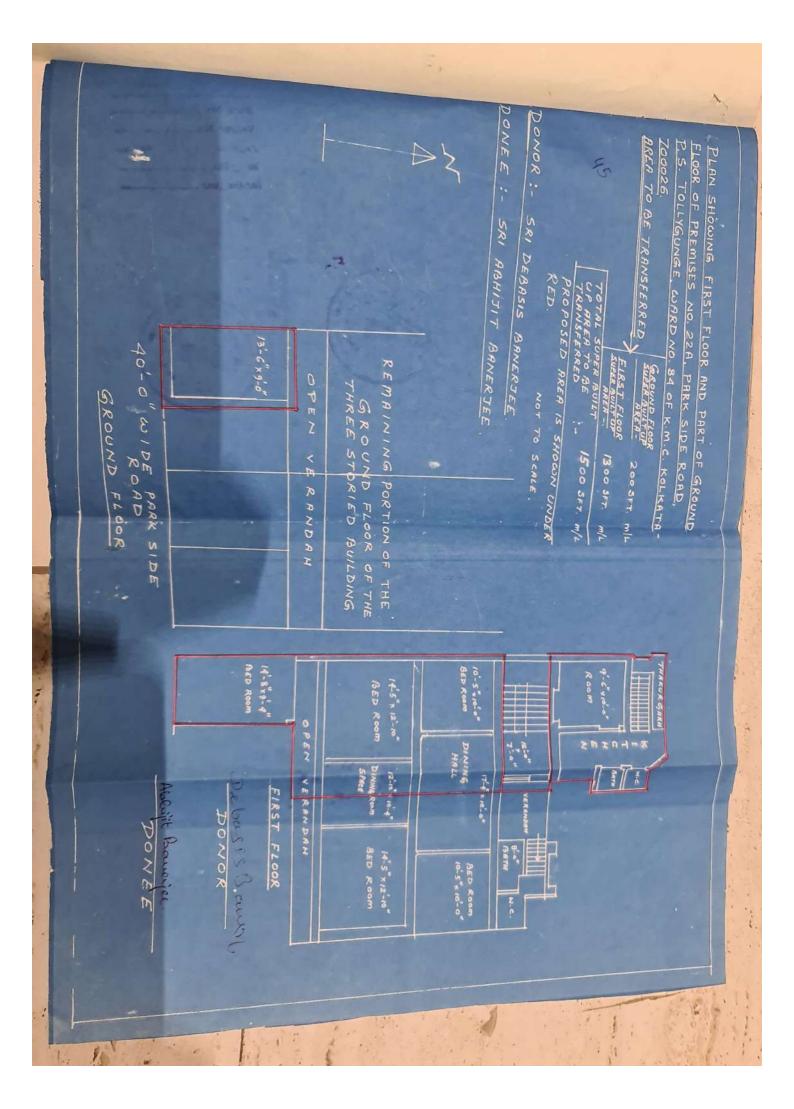
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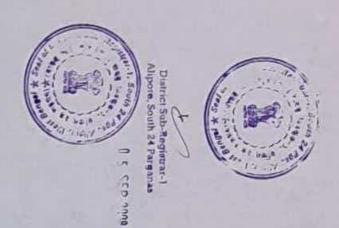
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IN WITNESS WHEREOF the Donor herein have set and subscribed their joint hand on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the parties hereto at Kolkata in presence of:

WITNESSES: -

1. Animodolha Banentee 22A, Pork Side Rood Kelkota-700026.

Debasic Baner

SIGNATURE OF THE DONOR

I, the Donee herein do hereby accept the gift of my father with most gratitude and honour

Ablijit Bauerjes.

SIGNATURE OF THE DONEE

Drafted by me:

Restanter, Duta

Advocate, Alipore Police Court, Kolkata - 700 027. Computer Printed at : Alipore Police Court,



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Alipore, South 24 Parganas
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