02293 I. 02497/08

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

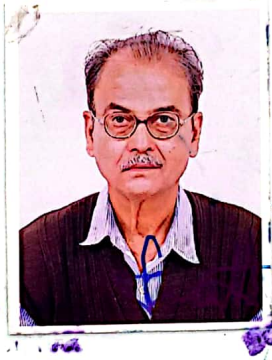
पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

A 252280



DEED OF GIFT

THIS DEED OF GIFT made this the 29 day of February, Two thousand and eight, BETWEEN SMT. RENUKA MUKHERJI, Widow of Late Kaustuv Kanti Mukherji, by faith : Hindu, by occupation : Housewife, residing at P-16, Ushapark, P.O. Garia, Police Station : Regent Park, Kolkata – 700084, hereinafter referred to as DONOR (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include her heirs, executors, administrators, representatives successors and assigns) of the FIRST PART ;

NO.

NO. 1564(2) DATE 20/02/08 RS 500/-
NAME D. K. Ghosh (Adv)
ADDRESS Alipore Jl Court Kol 27

ALIPORE JUDGES' COURT
A. K. SAMAJPATI
SIGNATURE

1564(2)

500/-
10/-
510/- (Rupees Five hundred Ten only)

Adv.
Alipore Bar Association Roll
24 APR 2008

R. Mukherjee

4502

R. Mukherjee

4507

(SUBHAS CHANDRA CHATTERJEE)
L. Hindu ampulus
R.T.9 Taken
24/4/08.

Pradip Saha
S/o Late R. B. Saha
Hindu, Business
20B D. N. Ghosh Road
Kol-25

Signed on the 11th day of April 2008
R. Mukherjee

1) Ranina Mukherjee
W/o Late Kamlesh Mukherjee
of P-16 Usha Park Kol-59
2) Subhas Ch. Chatterjee
S/o Late Anath Bandhu Chatterjee
of 19 Janak Rd Kol-29.

Pradip Saha
S/o R. B. Saha
20B D. N. Ghosh Rd Kol-25

Adv.
Alipore Bar Association Roll
24 APR 2008

141

भारतीय गैर न्यायिक

भारत

दस रुपये रु.10

TEN RUPEES Rs.10

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL 21AA 392630

A N D

SRI SUBHAS CHANDRA CHATTERJEE, Son of Late Anath Bandhu Chatterjee, by faith : Hindu, by occupation : Retired Person, residing at 19, Janak Road, Police Station : Tolygunge, Kolkata – 700029, hereinafter referred to as ***DONEE*** (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include his heirs, executors, administrators, representatives successors and assigns) of the ***SECOND PART*** ;

142

NO. 1564(2) DATE 20/02/08 RS. 10/-

NAME D. K. ghosh (Adv)

ADDRESS Alipore J/ court Kolkata-27

ALIPORE JUDGES' COURT
A. K. SAMAJPATI

SIGNATURE

Alipore Re-Purchase Deed

24 APR 2008

143

WHEREAS the property having an area of 05 Cottahs 07 Chittaks 20 Square feet (more or less) previously known as plot no. 65 of the Surplus land in improvement Scheme No. XV (B) out of the portion of 113, Russa Road South, 119, Dhakuria Road, (and then called Lake Road) being part of holding no. 71/72, 72 and 75, Sub-Division R, Division VI, Dehi Panchannagram District : 24 Parganas, Police Station : Tollygunge, at present known as being premises no. 19, Janak Road, Police Station : Tollygunge, Kolkata - 700029, purchased by Anath Bandhu Chatterjee on 4th day of August, 1927 from Trustees for the Development of Calcutta by virtue of a Deed of Sale, registered in the Office of Alipore Sub-Registry Office and recorded in Book No. I, Volume No. 77, Pages from 172 to 174, being no. 4318 for the year 1927 ;

AND WHEREAS the said Anath Bandhu Chatterjee possessing the above said land by mutating his name before the municipal records and raised a three storied building for his own use and occupation ;

AND WHEREAS the said Anath Bandhu Chatterjee died intestate on 18th day of May 1944, leaving behind his widow namely Santilata Chatterjee and four sons namely Himangshu alias Jiban Chatterjee, Bimal Kumar Chatterjee, Arun Kumar Chatterjee and Subhas Chandra Chatterjee and five daughters namely Amiya Mascharak, Taru Chatterjee, Sova Chatterjee, Renuka Mukherji and Kumari Rita Chatterjee ;

AND WHEREAS after the death of said Anath Bandhu Chatterjee, his property devolved upon his widow namely Santilata Chatterjee and four sons namely Himangshu alias Jiban Chatterjee, Bimal Kumar Chatterjee, Arun Kumar Chatterjee and Subhas Chandra Chatterjee, who became the absolute joint owners of the property having undivided 1/5th share each ;

Addl. District Sub Registrar
Alipore 24-Parganas South
24 APR 200

AND WHEREAS said Santilata Chatterjee and her four sons namely Himangshu alias Jiban Chatterjee, Bimal Kumar Chatterjee, Arun Kumar Chatterjee and Subhas Chandra Chatterjee, while enjoying their above property jointly, said Santilata Chatterjee died intestate on 26th day of October 1987 and her undivided 1/5th share devolved upon her four sons namely Himangshu alias Jiban Chatterjee, Bimal Kumar Chatterjee, Arun Kumar Chatterjee and Subhas Chandra Chatterjee and five daughters namely Amiya Mascharak, Taru Chatterjee, Sova Chatterjee, Renuka Mukherji and Kumari Rita Chatterjee, according to Hindu Succession Act, 1956 and they started enjoying their above property according to their respective undivided shares being the Joint Owners ;

AND WHEREAS the *DONOR* herein being the joint owner of the undivided 1/45th share of the entire property, which is clearly mentioned in the *SCHEDULE* hereunder written, valued at present at Rs. 1,00,000/- (Rupees One lakh) only is desirous to dispose of her undivided 1/45th share of the entire property, by way of gift out of natural love and affection, in favour of the *DONEE*, who is the youngest brother of *DONOR* ;

NOW THIS DEED OF GIFT WITNESSETH and it is hereby agreed and declared that the *DONOR*, out of natural love and affection and without force or compulsion or undue influence and with her free will and in full possession of her body senses, doeth, hereby give, transfer and convey her undivided 1/45th share in the entire property, which is clearly mentioned in the *SCHEDULE* hereunder written, unto the said *DONEE* with all profits, advantages, privileges and appurtenances whatsoever, hereby gifted, unto and to the use of the said *DONEE* for ever and *ALL THAT* the undivided 1/45th share in the entire property, more fully described in the *SCHEDULE* hereunder written *TOGETHER WITH* the exclusive rights in favour of the *DONEE* release and discharge the *DONEE* as well as the said land with

Addl. District & Sub Registrar
Alipore 24-Parganas South
24 APR 200

structure particularly described in the schedule hereunder written. The *DONOR* doth hereby grant, convey, transfer, alienate and assure the *DONEE* the property morefully described in the schedule below together with courtyard, drain, common path, sewer, compounds, ditches, ways, path, passage, common passage, common fences, walls, common walls, water, water courses, soils thereof, light, roads, liberties, privileges, easement and appurtenances belonging to or appertaining thereof and the reversion or reversions, remainder or remainders rents issue and profits and every part thereof *TOGETHER WITH* the benefits of all covenants and indemnifies heretofore executed in respect of and in favour of or in any manner relating to the said land and also *TOGETHER WITH* all rights, advantages, benefits, privileges, liberties in respect of the said land hereby conveyed and *ALL THE ESTATE* rights, titles, interests, claims and demands whatsoever of the *DONOR* unto or upon the land hereditament or any part thereof. *ALSO TOGETHER WITH* absolute power, full right, liberty and easement for his/her, them and together with deeds, pattas, muniments of title exclusively relating to or concerning the said land with structure hereditament, or any portion thereof *TO HAVE AND TO HOLD* the said land with structure granted or expresses or intended so to be unto and to the use of the *DONEE* absolutely forever and free from all encumbrances.

AND the *DONOR* doth hereby covenant that notwithstanding any deed or things by the *DONOR* or any of her predecessors and ancestors-in-title done executed or knowingly suffered to the contrary the *DONOR* is now rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land with structure hereby granted or expressed or intended so to be unto and to the use of the *DONEE* absolutely for ever and free from all encumbrances, *AND* the *DONOR* doth hereby further covenant with the *DONEE* that notwithstanding any deed or things by the *DONOR* or

Addl. District & Sub Registrar
Alipore 24-Parganas South
24 APR 200

any of her predecessor or ancestors-in-title done executed or knowingly suffered to the contrary the *DONOR* are now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land with structure hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate equivalent thereto without any manner and condition, use, trust or other things whatsoever to alter defect encumber or make void the same. *AND* that notwithstanding any such act, deed or thing whatsoever aforesaid, the *DONOR* hath now good right full power and absolute authority and indefeasible title to grant convey, transfer and assign or expressed or intended 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 FURTHER THE DONOR and all persons having lawfully or equitably claiming any estate or interest in the said land with structure and every part thereof from under or in trust for the *DONOR* or her predecessors or ancestors-in-title or any of them shall and will from time to time and at all times hereafter at the request and costs of the *DONEE* do and execute or caused to be done or executed all such acts and things whatsoever for further better and more perfectly assuring the said land with structure hereby granted, conveyed, transferred and assigned and every part thereof unto and to the use of the said *DONEE* in manner aforesaid as shall it may reasonably required. *AND* the said land with structure or any and every part thereof is not attached in any proceeding including certificate proceeding started by or at the instance of Income Tax, Wealth Tax or Gift Tax authorities or Department or under the provision of the Public Demand Recovery Act or otherwise and that no certificate has been filed in the office or certificate officer under the provision of Public Demand Recovery Act and no steps taken in execution of any certificate at the instance of the Income Tax and/or Wealth Tax and/or Estate Duty Authorities. *AND* that no notice

Addl. District & Sub-Registrar
Alipore 24-Parganas South
24 APR 2006

issued under the Public Demand Recovery Act has been served on neither the *DONOR* nor any such notice has been published. *AND* that the *DONOR* has not yet received any notice of the requisition or acquisition of the property described in the schedule below *AND* the *DONOR* deliver this day Khas possession of the said land unto the *DONEE.*

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

ALL THAT undivided $^{1}/_{45}$th share in piece and parcel of bastu land having an area of 05 Cottahs 07 Chittaks 20 Square feet (more or less) together with very old dilapidated three storied building standing thereon, having an area of 850 Square feet (more or less) on the Ground floor, 850 Square feet (more or less) on the First floor and 725 Square feet (more or less) on the Second floor, altogether 2425 Square feet (more or less) previously known as plot no. 65 of the Surplus land in improvement Scheme No. XV (B) out of the portion of 113, Russa Road South, 119, Dhakuria Road, (and then called Lake Road) being part of holding no. 71/72, 72 and 75, Sub-Division R, Division VI, Dehi Panchannagram District : 24 Parganas, Police Station : Tollygunge, at present known as being premises no. 19, Janak Road, Police Station : Tollygunge, Kolkata - 700029, under Ward No. 87 of The Kolkata Municipal Corporation, which is butted and bounded in the manner following that is to say

ON THE NORTH	:	26, Sardar Sankar Road & 17, Janak Road ;
ON THE SOUTH	:	21A, 21B & 23, Janak Road ;
ON THE EAST	:	8, Parasar Road ;
ON THE WEST	:	Janak Road.

Addl. [illegible] Registrar
Alipore 24-Parganas South
24 APR 200[illegible]

148

Thumb | Index finger | Middle finger | Ring finger | Little finger

Left Hand

Right Hand

NAME : SMT. RENUKA MUKHERJI

R. Mukherji

Left Hand

Left hand amputed

Right Hand

NAME : SUBHAS CHANDRA CHATTERJEE

Chatterji

Addl. District Sub Registrar
Alipore 24-Parganas South
24 APR 200

149

IN WITNESS WHEREOF the *PARTIES* hereto have set and subscribed their respective hand and seal on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED
By the *PARTIES* in the presence of : -

1. Pradip Sarkar
20 B, D.N. Ghosh Road
Kol-27

2. Sabyasachi Dey
15/A Chunapukur Lane
Kolkata-700012

R. Mukherji
Signature of SMT. RENUKA MUKHERJI

DONOR

I accept the Gift.

Signature of SRI SUBHAS CHANDRA CHATTERJEE

DONEE

Drafted by :

Dilip Kumar Ghosh
(DILIP KUMAR GHOSH)
Advocate,
35, Abhoy Bidyalankar Road,
Behala, Kolkata : 700 060.

Computer prints by :

S. S. Singh
Alipore Judges' Court
Kolkata - 700027

151

75-14305/13

Market Value Identification

Alipore (Sr. Divn.
Alipore
24-Parganas
17-12-14

Addl. District & Sub Registrar
Alipore 24-Parganas South
24 APR 2008

Addl. Dist. Sub Registrar
Alipore South 24 Parganas
141708

Book No. 1
Volume No. 178
Page 139 to 152
Being No. 2497
Year 2008