

No. 222/P.S.
30.8.

Admissible under Regn. Rule-27
also u/s 5/1/1951 of Act 19-5
duty Stamp
under Indian Stamp Act 1899 Sch.
P. Fee Rs. 4.50

A	187.00
B	7.00
<hr/>	
	194.00

30.8.94
A. D. S. R.
CHANDERNAGAR
HOOGHLY

DEED OF GIFT

THIS DEED OF GIFT made this 30th day of August, One thousand nine hundred ninety four BETWEEN SMT. SANTI BANERJEE wife of Late Bejoy Kumar Banerjee, by religion Hindu, by profession household duties, residing at Moran Road, Mondal-Bagan, P.O. Gondalpara, P.S. Chandernagore, Dist. Hooghly, hereinafter referred to as the DONOR (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs,

(Contd.. P/2)

1815f

Rs 1000/- Rs 750/- Rs 250/- only

2000

Presented for registration
at 11-30 a.m. on the 30th
day of August 1994
at the office of
Santi Banerjee
one of the
executives/claimants.

Unpaid
Dues



Santi Banerjee

Warranty 30.4.94
A. D. S. R.
CHANDERNAGAR
KROGHLY

1. Santi Banerjee
W/o K. Bijoy K. Banerjee
 2. Pradip K. Banerjee
S/o K. Bijoy K. Banerjee
- J. Moran Road Kandla Bagan
P.S. ...
Dist. ...
by professional White & Service



4223

Santi Banerjee



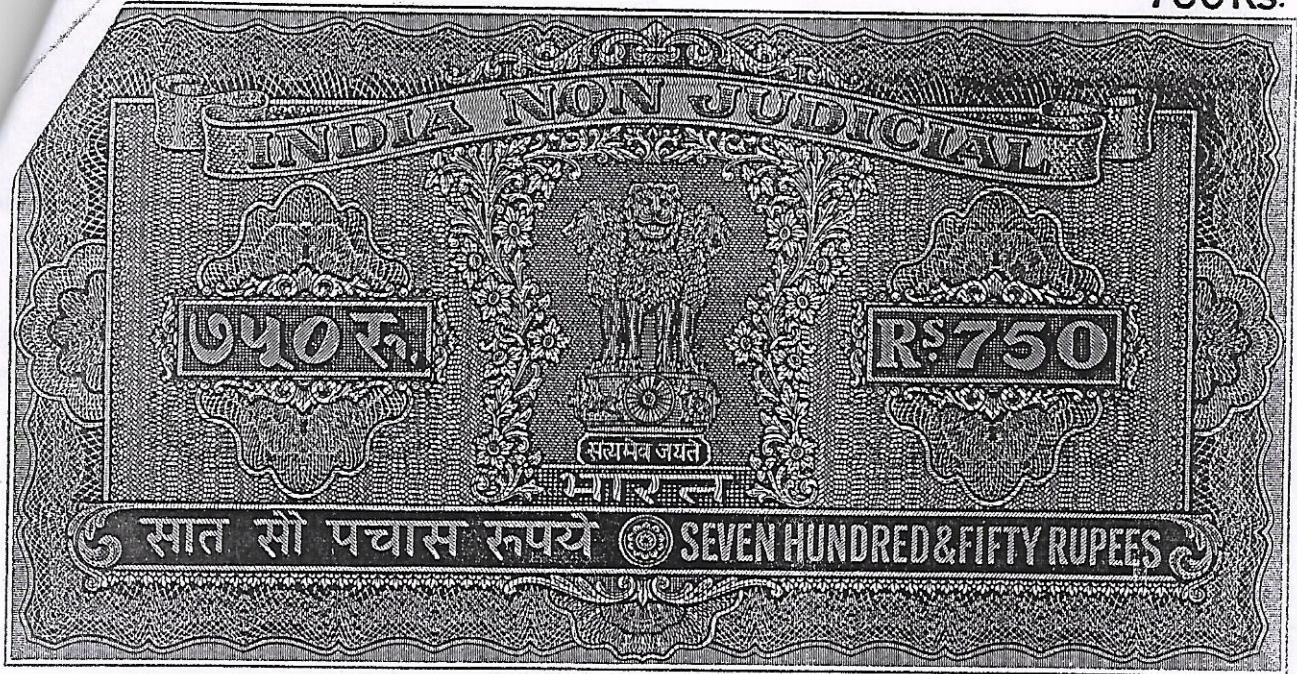
4224

Pradip Kumar Banerjee

Harish Banerjee
S/o Late K. Banerjee
Mansarovar, Chandernagar,
Chandernagar
Retired from Service

Harish Banerjee
S/o K. Banerjee
of Kandla Bagan
P.S. ...
Dist. ...
by professional White & Service

Warranty 30.4.94
A. D. S. R.
CHANDERNAGAR
KROGHLY



— 2 —

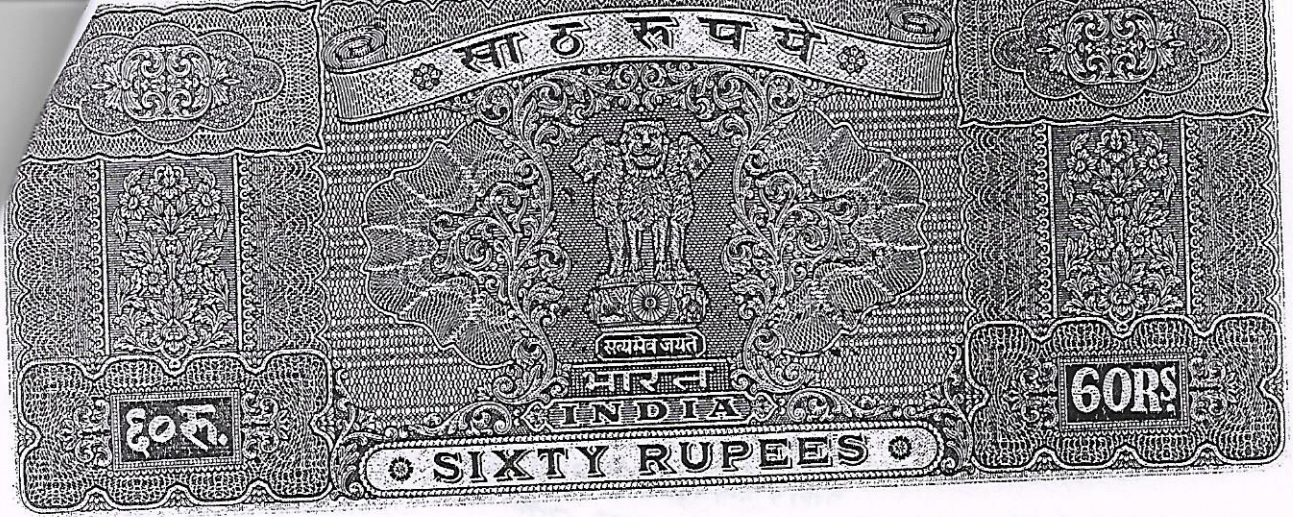
executors, administrators, legal representatives and assigns) of the ONE PART.

A N D

SRI PRADIP KUMAR BANERJEE son of Late Bejoy Kumar Banerjee, by religion Hindu, by profession Service, resident of Moran Road, Mondal Bagan, P.O. Gondalpara, P.S. Chandernagore, Dist. Hooghly, hereinafter referred to as the DONEE (which terms or 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 the Donor is the absolute owner and possessor of the property measuring more or less 2 katta 9 chattak 15 Sft. or 1860 Sft. situated in Mouza Chandernagore,

(Contd..P/3)



-: 3 :-

J.L.No.1, Sheet No.25, R.S.Khatian No.222, Dag No.354(Part) within Chandernagore Municipal Corporation Holding No.405 under Constituency No.19, more fully described in the schedule 'A' below, who purchased it by virtue of a registered Deed of Sale executed on 24-01-1962 and registered on 27-01-1962 in Book No.I, Volume No.4 within pages 105 to 110, being No.150 in the year 1962 at Chandernagore Sub-Registry Office and the said Donor mutated her name in place of previous owner's name in the Chandernagore Municipal Corporation and has been paying municipal taxes in her name for the said property and enjoying the same by constructing dwelling house thereon uninterruptedly.

A N D

WHEREAS the Donor bears a great love and affection towards the Donee who is her elder son and residing abroad for want of accommodation has decided and settled so that the Donee may reside with her with his family and look after the Donor

(contd.. P/4)

Donor and for that reason to provide better dwelling facilities to her said son i.e., the Donee herein, the said Donor in consideration of the natural love and affection which the Donor bears towards the Donee has decided to make a gift of the roof over the ground floor construction having a roof area of 13 chattak or 585 Sft. in the said property being Municipal Holding No.405, Constituency No.19, Moholla - Moran Road (Both side) of Chandernagore Municipal Corporation and being R.S.Dag No.354(Part) of Khatian No.222 under Mouza & P.S. Chandernagore, J.L.No.1, Sheet No.25 in the District of Hooghly along with the undivided proportionate share of the land on which the said building is standing and other common facilities such as use of stair, open land, passage, drain etc. connected thereto of the said building unto the Donee herein, more fully described in the schedule 'B' herein below.

NOW THIS DEED OF GIFT WITNESSES AS FOLLOWS :-

1. That in pursuance of the said intention and in consideration of natural love and affection which the Donor herein has for the Donee herein, the Donor out of her own free will, without fraud, coercion or undue influence from anybody whatsoever, and in full possession of her sense do hereby give, convey, grant, transfer and confirm unto the Donee herein all that the 13 chattak or 585 Sft. (approx.) of roof area over the ground floor of the said building being part of Holding No.405, Constituency No.19, Moholla - Moran Road (Both side) valued at Rs. 18,000/= (Rupees Eighteen thousand) only fully described in the Schedule 'B' hereunder together with undivided proportionate share in the land on which the said building is erected and equal proportionate

proportionate share in the common areas of the building and common amenities/ facilities connected thereto belonging including the stair case, common entrance, septic tanks, water supply system, pipe lines, rain water pipes etc. The Donee shall also be entitled to all vertical and lateral support from other part of the building and he will likewise be bound to raise his construction on the first floor and second floor so as to provide and maintain such support and not be demolish the same in future.

2. That, the Donee shall be entitled to have his name mutated in respect of the Donated property and also the construction to be raised and constructed by him on the said first floor and second floor (over the ground floor roof) as per plan sanctioned by the Municipal Corporation.

3. That, the Donor shall render all reasonable and lawful assistance and co-operation to the Donee for mutation of his name in the records of local Municipal Corporation and other authorities as hereinabove contemplated.

4. That, the Donee shall by virtue hereof become full and absolute owner of the property hereby gifted and shall have full and absolute right and absolute authority to raise construction on the entire roof area as aforesaid according to the building plan sanctioned by the local Municipal Corporation and or any other plan, additional plan to be sanctioned by the appropriate authority. Be it mentioned here that the Donee shall have right to raise/make construction as aforesaid without leaving any space on the western side, southern side and eastern side of the gifted property and he shall have right to make such construction over the existing wall of the ground floor. building.

5. That, the Donee shall have full power and absolute authority to deal in respect of and enjoy the property hereby gifted and the construction thereon to be raised and erected by him in all lawful manners including settlement in favour of tenant or tenants and/or otherwise by transfers by sale, gift, mortgage and all manners of lawful transactions.

6. That, the Donee shall and may hereafter at all times peacefully and quietly enter upon, have, hold, occupy, possess and enjoy the property hereby gifted and receive and take the rents, issues and profits thereof and of every part thereof, without any let or hindrance whatsoever from or by the Donor or by any person or persons claiming from under or in trust for him.

7. That, the Donor declares and hereby covenant with the Donee that the property hereby gifted is free from all encumbrances and that he shall for all times to come keep the Donee saved harmless and indemnified from and against all expenses, losses and/or consequences of any defect in title of the Donor.

8. That, the Donor further covenant with Donee that she shall every reasonable requirement and demand of the Donee and at his cost produce or cause to be produced all title deeds, documents and writings as may in his possession be, before Courts, commissions and all other persons, bodies and authorities competent to examine the same for and by way of evidence of title and at like request and costs of the Donee he shall

shall provide the Donee with attested or other copies of the said deeds, documents and writings or any one or more of them as per requisition made by the Donee and for the purpose unless prevented by any inevitable accident, keep them and each of them safe, unobliterated and uncalled.

9. That, the Donor covenant furthermore with the Donee that he shall whenever required for the purpose of perfection of title of the Donee in the property hereby gifted make, do and execute of cause to be made, done or executed all necessary further documents and registration the same at the cost of the Donee.

10. That, the Donor shall not claim any right on the roof of the new construction to be made by the Donee on the roof of the ground floor and such roof shall be exclusive property of the Donee for ever and absolutely.

11. That, the Donor shall not weaken the construction of the ground floor at any time hereafter.

12. That, the Donor simultaneously with the execution of these presents have delivered possession of the property hereby gifted unto the Donee.

13. That , the Donee has accepted the gift hereby made.

14. That, the Donee will pay the municipal taxes, charges etc. for the portion he will enjoy separately.

15. That, the Donee will have the right of taking separate water and telephone, electrical connection through the main entrance of the building and will pay all expenses as required. He will be entitled to take such water, electric connection, telephone line through the open land in common but all these are will be concealed and cover.

16. That the stair (area 2 chattak 31 Sft. approx.) and the open land (area 11chattak 10 Sft. approx.) as mentioned in the Deed Plan in yellow and green colour will be treated as common to both Donor and Donee.

17. That, the gifted property is fully shown in the annexed plan marked by red bordered and same will be treated as a part of the Deed.

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring an area more or less 2(two) katta 9 (Nine) Chattak 15 (Fifteen) Sft. or .0425 acre or 1860 Sft. or $173M^2$ together with one-storied building standing thereon with all fixtures and fittings connected thereto including Sanitary privy, septic tank, Drain, stair, electric and Tap water connection with boundary walls along with all easement rights thereto situated in Mouza Chandernagore, Sub-Division, Additional District, Sub-Registry Office and P.S. Chandernagore, J.L.No.1, Sheet No.25, R.S. Khatian No.222, Dag No. 354(Part) within the ambit of Chandernagore Municipal Corporation being Holding No. 405, Constituency No. 19 at Moholla - Moran Road (Both side) in the District of Hooghly.

The proportionate annual rent is six anna only is payable to the Govt. of West Bengal through B.L. & L.R.O. Singur, Hooghly. The said property is fully shown in the annexed plan, which is butted and bounded as follows :-

<u>ON THE NORTH</u>	: Moran Road ;
<u>ON THE SOUTH</u>	: Property of Smt. Pranati Banerjee ;
<u>ON THE EAST</u>	: Municipal Road ;
<u>ON THE WEST</u>	: Chandernagore Municipal Corporation Bye Lane.

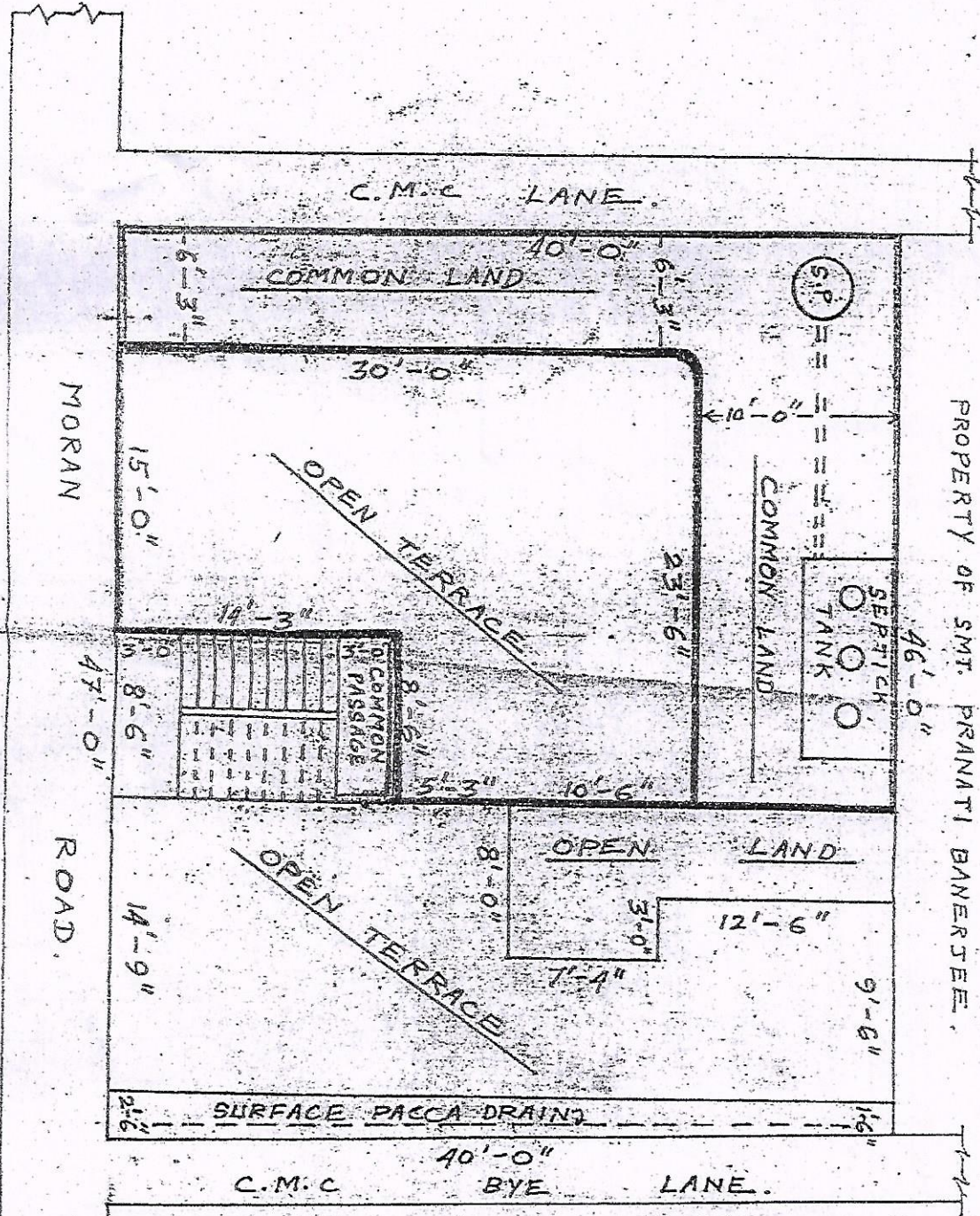
THE SCHEDULE 'B' ABOVE REFERRED TO

ALL THAT roof of the ground floor construction measuring an area more or less 13 (thirteen) chattak or 585 (Five hundred eight five) Sft. or 54.34 M² of the existing building situated in Mouza Chandernagore, Sub-Division, Additional District, Sub-Registry Office & P.S. Chandernagore, J.L.No.1, Sheet No.25, R.S. Khatian No. 222, Dag No. 354(Part) within the ambit of Chandernagore Municipal Corporation being Holding No. 405, under Constituency No. 19 at Moholla - Moran Road (Both side) in the District of Hooghly together with proportionate right in the land on which the building erected and equal proportionate share in the common areas of the building and common amenities and facilities connected thereto including the stair case, common land, septic tank, water and electric connection pipe lines, rain water pipes, drain etc. and all other rights necessary for use and enjoyment of the property hereby gifted and new construction thereon to be raised and built by the Donee. The gifted property is fully shown in the annexed plan

GROUND FLOOR PLAN

ROAD

PROPERTY OF SMT. PRANATI BANERJEE.



FIRST FLOOR PLAN WITH COMMON LAND.

DRAWN BY (ASDIP)



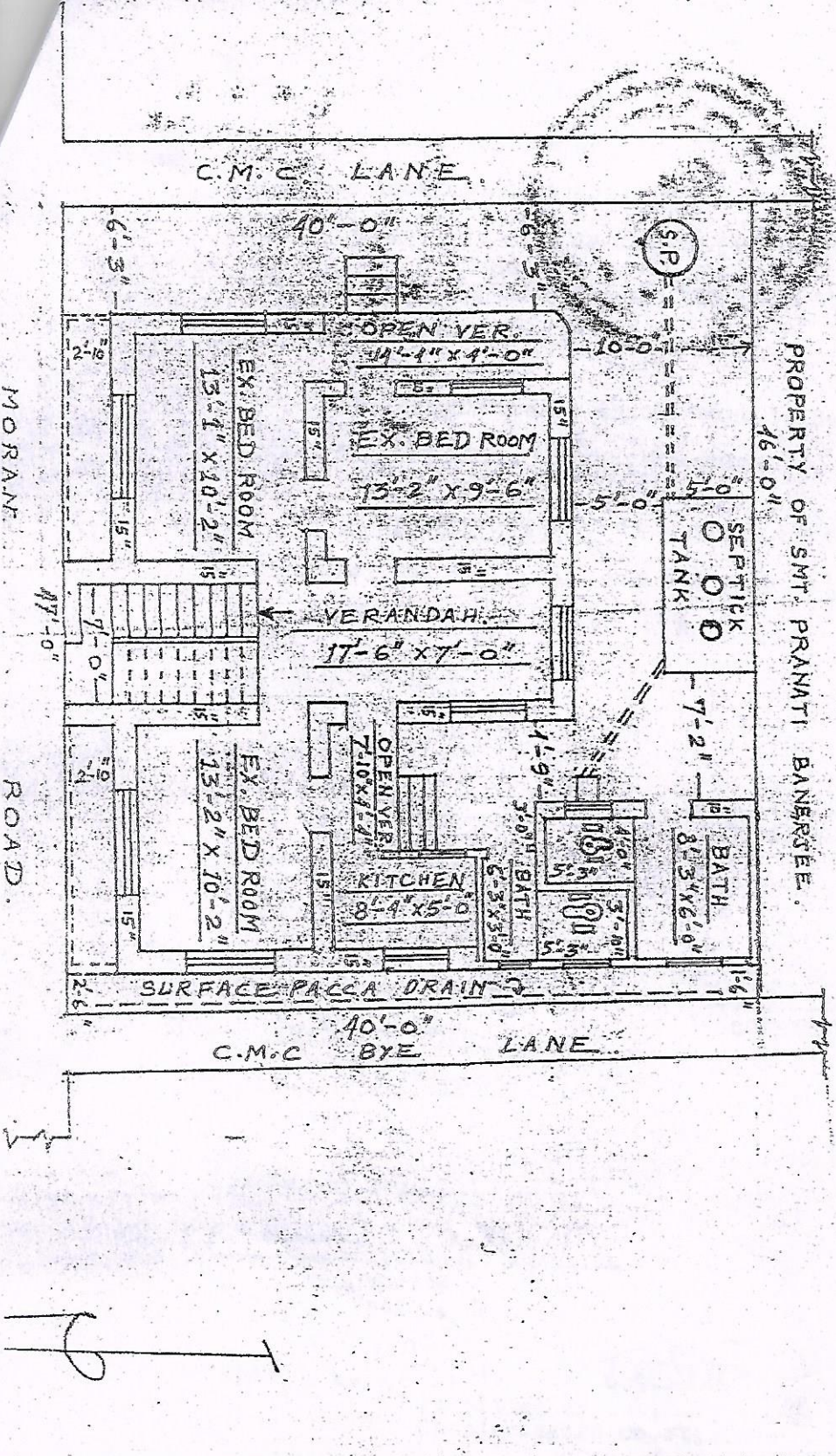
MOULANA CHANDANNAGORE, 31.L. NO.1, R.S. DAG NO. 354 (PART) KILATIYAN NO. - 222, SHEET NO. -
 RED MARK AREA OF FIRST FLOOR OPEN TERRACE (APPROX.) 00KT. 13 CH. 00 SFT. OR 54.34 M² OR .0134
 SCALE. 8'-0" = 1"

SCHEDULED - A.

TOTAL AREA OF LAND - 2KT. 09 CH. 15 SFT. OR 1860 SFT. OR 173 M² OR .0425 ACRE, TOTAL COVERED AREA - 1161 SFT. OR 107.85 M²

SCHEDULED - B

AREA OF FIRST FLOOR OPEN TERRACE (RED MARKED) 00KT. 13 CH. 00 SFT. OR 585 SFT. OR 54.34 M² OR .0134 ACRE.
 AREA OF COMMON USE STAIR - - - - - (YELLOW) - 00KT. 02 CH. 31 SFT. OR 121 SFT. OR 11.24 M² OR .0027 ACRE.
 AREA OF COMMON USE LAND - - - - - (GREEN) - 00KT. 11 CH. 10 SFT. OR 505 SFT. OR 46.91 M² OR .0115 ACRE.



Handwritten signature or initials.

plan marked by the red border and the open common land measuring an area more or less 11 (Eleven) Chattak 10 (ten) Sft. has been shown in green borders and the common stair, measuring an area more or less 2 (two) chattak 31(thirty one) Sft. has been shown in yellow border in the said deed plan and the same is part of this Deed.

The proportionate annual rent is Re 1/= only is payable to the B.L. & L.R.O. Singur, Hooghly.

IN WITNESS WHEREOF the parties hereto have put their signatures the day, month and the year written at the outset.

SIGNED, SEALED &
DELIVERED in the

presence of :-

- 1) Her. Gov. Banerjee ✓ Santi Banerjee
MANSAGALA, GONDALPURA SIGNATURE OF THE DONOR.
CHANDERNAGORE
- 2) Mahabir Mondal Aradip Kumar Banerjee
Chandernagore Court SIGNATURE OF THE DONEE
Hooghly

Drafted by me:-

Jay Kumar Koley
Advocate
Chandernagore Court

Typed by me: Amar Nath Saha
Permitted Typist,
Chandernagore Court.