

11625/2012

12327/12



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

A 430440



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheet attached to this document are the part of the Document.

Additional Registrar  
of Assurances-II, Kolkata

21/10/12

3/10/12  
27/10/12  
K.S. 8874308/1  
Additional Registrar of Assurances  
Kolkata

**DEED OF GIFT OF IMMOVABLE PROPERTY**

**THIS DEED OF GIFT** is made at Panihati, 24-Parganas North on this 3rd day of October, 2012 **BETWEEN SABITRI MUKHERJEE**, wife of Late Pramatha Nath Mukherjee, aged about 88 years, by religion Hinduism, Brahmin by Caste, residing at Tran Nath Banerjee Road, P.O. Panihati, P.S. Khardah, Sub-Division - Barrackpur, Kolkata - 700114, District - North 24-Parganas, hereinafter referred to as "**THE DONOR**" of the **ONE PART AND SHRI SYAMAL KUMAR CHATTERJEE** of

Son of Late Amarendra Nath Chatterjee aged about 62 years Old resides at 116, Tran Nath Banerjee Road, P.O. Panihati, P.S. Khardah, Sub-Division- Barrackpore, Kolkata - 700114, District - 24-Parganas (North), hereinafter referred to as "**THE DONEE**" of the **OTHER PART**.

**WHEREAS :**

1. The Donor is seized and possessed of the land and premises (including dwelling house) situated at Tran Nath Banerjee Road, P.O. Panihati, P.S. Khardah, Sub-Division- Barrackpore, Kolkata - 700114, District - North 24-Parganas, under Panihati Municipality Ward No. 3, Holding No. 224 and more particularly described in the Schedule hereunder written.

1.(a) **Schedule of the total properties including structures**

<b><u>Sl. No</u></b>	<b><u>Dag Nos.</u></b>	<b><u>Classification</u></b>	<b><u>Character</u></b>	<b><u>Area of Land</u></b>	
i)	R.S. 186	Bastu	Bastu	7	Katha 7
	R.S.				Chatak 45 sq.
	Kh. 1906/9				ft.
ii)	R.S. 187	Bastu	Pukurpar	2	Katha 6
	R.S.				Chatak 30 sq.
	Kh. 1905/8				ft.
iii)	R.S. 188	Pukur	Pukur	9	Katha 10

	R.S.			Chatak	40	sq.
	Kh. 1905/8			ft.		
iv)	R.S. 189	Bastu	Pukurpar	1	Katha	13
	R.S.				Chatak	
	Kh. 1905/8					
v)	R.S. 190,	Bastu	Bagan	10	Katha	2
	R.S.				Chatak	21. sq.
	Kh. 1904/7				ft.	
vi)	R.S. 193	Bastu	Bastu	6	Katha	4
	R.S.				Chatak	30 sq.
	Kh. 1905 &				ft.	
	1908					

**Total Area of Land 37 Katha 13 Chatak 31 sq. ft. out of which 31.56393000 Katha (31 Katha 09 Chatak 01 sq.ft.) along with 600 sq. ft. dwelling house in dilapidated condition are being gifted to the Donee.**

**Details of the Constructed area**

- 1.(b) Dwelling House in dilapidated condition being constructed more than a Century ago, measuring area of Ground Floor – 300 sq. ft. and measuring area of the First Floor 300 sq. ft. in R.S. Dag No. 186 Kh. No. 1906 / 1909 Holding

No.224 of Panihati Municipality, Sub-Division  
Barrackpore.

- 1(b) Holding No. 221, Panihati Municipality, J.L. No. 10, R.S.  
No. 32, Touzi No. 155, Khatian No. 1905 and 1908, R.S.  
Dag No. 193, P.S. Khardah, Sub-Division- Barrackpore,  
District – 24-Parganas (North), West Bengal.

**Builtup Ground Floor – 838 sq. ft.**

2. The Donee is related to the Donor as a grandson. It should have to be mentioned here that the Donee's father's material uncles are Late Binoy Krishna Mukherjee (Mukhapadhyya) and Late Pramatha Nath Mukhejee (Mukhapadhyya) who died on 17.09.1988 and 05.03.1998 respectively, belonged to 50% share holder each of the total scheduled properties deemed to have been inherited from their father Late Bipin Behari Mukherjee (Mukhopadhyya) in terms of Law of inheritance. The legacies left behind by Late Bipin Behari Mukherjee were two sons namely Late Binoy Krishna Mukherjee and Late Pramatha Nath Mukherjee who were the inheritors of their father's properties. It should have to be borne in mind that the

elder Brother Late Binoy Krishna Mukherjee (Mukhapadhyya) was remained as a lifelong bachelor whereas the younger brother Late Pramatha Nath Mukherjee (Mukhapadhyya) married with the Donor Smt. Sabitri Mukherjee. But the donor is issueless (no child was born out of the wedlock). Regard being had to the facts and circumstances, it must clearly be understood that after the demise of Bipin Behari Mukherjee (Mukhapadhyya) ~~whose name was mentioned in the~~ ~~parcha,~~ his two sons whose names are mentioned in the above, interited the entire scheduled properties in the nature of equal shares in terms of law of inheritance. Having regard to this matter, it must clearly be understood that in as much as the elder brother was remained as a lifelong bachelor, after the demise of him, his younger brother inherited the requisite share what is called 50% share of his elder brother that is why it is to be included that the Donor's husband late Pramatha Nath Mukherjee was the sole proprietor (100% share holder) after the death of his elder brother Late Binoy Krishna Mukherjee. In view of the aforesaid circumstances it is to be presumed that after the death of the Donor's husband, the total scheduled

*Syamal K. Chatterjee*

properties, are being inherited in accordance with Hindu Succession Act 1956 ~~as recorded in BL & LRO roster~~ and paying taxes before the offices of Panihati Municipality Sub-Division Barrackpore, District - North 24 Parganas and local BL & LRO. In as much as the Donor is entitled to inherit the entire scheduled properties, the presumption is that she has capability to give the scheduled property i.e. 31.5639300 Katha with dilapidated one storied building measuring at (Ground Floor 300 sq. ft. & First Floor 300 sq. ft.) to her grandson Shri Syamal Kumar Chatterjee in the nature of Gift. to have been treated as Donee in terms of Succession Act. It is ~~were~~ settled principle that the property of a female Hindu to be her absolute property. Section 14 of the Indian Succession Act provides that any property possessed by a female Hindu, shall be held by her as full owner thereof and not as limited owner.

*Syamal K. Chatterjee*

3. The Donee has agreed to accept the gift as is evidenced by his executing these presents.

**NOW THIS DEED WITNESSETH** that the Donor, without any monetary consideration and in consideration of natural love and affection which the Donor bears to the Donee doth hereby grant and transfer by way of gift the said land and premises out of her total land and premises being mentioned in the Schedule above situated at Mouza Panihati, J.L. No. 10, R.S. No. 32, Touzi No. 155, Holding No. 224, Tran Nath Banerjee Road, Ward No. 3, under Panihati Municipality, Police Station - Khardah, Sub-Division - Barrackpore, District - 24 Parganas North, West Bengal wherein (i) R.S. Dag No. 186, R.S. Khatian No. 1906/9 measuring area 7 Katta 7 Chatak 45 sq. ft. land used as Bastu, (ii) R.S. Dag No. 187, R.S. Khatian No. 1905/8, land used as Bastu, (iii) R.S. Dag No. 187, R.S. Khatian No. 1905/8, land used as proposed bastu, character pukurpar, land measuring about 2 katta 06 Chittak 30 sq. ft. (iii) R.S. Dag No. 188, R.S. Khatian No. 1905/8, land used as Pukur (pond), Character pukur, (Pond), land measuring about 9 Katta 10 Chatak 40 sq. ft. (iv) R.S. Dag No. 189, R.S. Khatian No. 1905/8 land used as proposed Bastu character pukurpar, land measuring area about 1 Katta 13 Chittak, (v) R.S. Dag No. 190, R.S. Khatian No. 1904/7, land used as proposed bastu, character Bagan (garden) measuring area about 10 Katta, 2 Chatak 21 sq. ft. And more

particularly described in the schedule hereunder written together with all and singular the building and structure (a dilapidated building of 600 sq. ft. where the ground floor consist of 300 sq. ft. and the rest - 1<sup>st</sup> floor 300 sq. ft. which is more than a century ago constructed building, thereon and all the things permanently attached thereto or standing thereon and all the liberties, privileges easements and advantages appurtenant thereto and all the estate, right, title, interest use, inheritance, possession, benefit, claims and demand whatsoever of the Donor to have and to hold the same unto and to the use of the Donee absolutely but subject to the payment of all taxes, rates, assessments, due and duties now and hereafter chargeable thereon to the Government or municipality or other Local Authority.

**Smt. Sabitri Mukherjee (Mukhapadhyya)**

**the donor hereby covenants with the Donee -**

- a) That the Donor now has in herself, good right, full power and absolute authority to grant the said piece of land and other premises hereby granted as gift in the manner aforesaid.



- b) The Donee may from time to time and at all time hereafter peaceably and quietly enter upon, have, occupy, possess and enjoy the said piece of land and premises and receive the rents, issues, and profits and rent thereof and every part thereof to and for his own use and benefit without any suit, lawful eviction, interruption, claim or demand whatsoever from or by the Donor or her heir, executor, administrators and assign or any person or persons lawfully claiming or to claim from under or in trust for the donor.
- c) That the said land and premises are free and clear and freely and clearly and absolutely and forever released and discharged or otherwise by the Donor and well and sufficiently saved, kept harmless and indemnified of and from and against all former and other estate, titles, charges and encumbrances whatsoever, had made, executed, occasioned or suffered by the Donor or by any other person or persons lawfully claiming or to claim by from under or in trust for the Donor.

- d) And further that the Donor and all person having or lawfully claiming any estate or interest whatsoever to the said land and premises or any part thereof from under or in trust for the Donor or her heirs, executor, administrators or any of them shall and will from time to time and at all times hereafter at request and cost of the donee does and executes or cause to be done and executed all such further and other acts, deeds, things, conveyances and assurances in law whatsoever for better and more perfectly assuring the said land and premises and every part thereof unto and to the use of the Donee in the manner aforesaid as by the Donee, his heirs, executors, administrators and assigns or counsel in law shall be reasonably required. The common passages shown in the site plan would have to be used by the donee as usual like other neighbours.
- e) In consideration of the natural love and affection which the Donor had and still has for the donee, the Later or being her grandson, the Donor doeth hereby grant, convey, transfer, give and assure unto and to the use of the Donee, freely and voluntarily, the property mentioned and

described in the schedule hereto and hereinafter referred to as the said property and delivered possession of the same into and in favour **of the Donee to have and to hold** the same for his sole use and benefit absolutely and unconditionally forever. Usual covenants as in a sale deed and that the donee accepts the gift of the said property hereunder made as testified by him being a party hereto and executing these present.

In Witness whereof the Donor as well as the Donee (by way of acceptance of the said Gift) have put their respective hands the day, month and year first hereinabove written.

The Schedule of the immovable property which is to be gifted to Shri Syamal Kumar Chatterjee, son of Late Amarendra Nath Chatterjee, given below and as shown in the attached Site Plan marked with Red Border.

**Schedule of the Property in respect of Gift**

- (i) R.S. Dag No. 186, R.S. Khatian No. 1906/9 measuring area 7 Kattha 7 Chatak 45 sq. ft. land used as Bastu, (a dilapidated building of 600 sq. ft. where the ground floor

more than a century ago constructed building, (ii) R.S. Dag No. 187, R.S. Khatian No. 1905/8, land used as proposed bastu, character pukurpar, land measuring about 2 Katta 06 Chittak 30 sq. ft. (iii) R.S. Dag No. 188, R.S. Khatian 1905/8, land used as pukur (pond), Character pukur (pond), land measuring about 9 Katta 10 Chatak 40 sq. ft. (iv) R.S. Dag No. 189, R.S. Khatian No. 1905/8 land used as proposed Bastu character pukurpar, land measuring area about 1 Katta 13 Chittak, (v) R.S. Dag No. 190, R.S. Khatian No. 1904/7, land use as proposed bastu, character Bagan (garden) measuring area about 10 Kattah, 2 Chatak 21 sq.ft. Total area of land is measuring at 31.56393000 Katha (i.e. 31 Katha 09 Chatak 01 sq. ft.) All that piece or parcel of land at Mouza – Panihati, P.S. Khardah, District – North 24 Parganas under Panihati Municipality Ward No. 3, Holding No. 224, Sub-Division – Barrackpore, Tran Nath Banerjee Road and a site plan is being annexed herewith marked with read border. Total set forth value is to be estimated about Rs.1,10,000/- (Rupees one Lakh and ten thousand) only.

**Schedule of the Surroundings (Ambit of the Schedule Property)**

- BY THE NORTH** : R.S. Dag No. 152
- BY THE SOUTH** : Land of Kamal Kumar Chatterjee
- BY THE WEST** : R.S. Dag No. 738 & R.S. Dag No. 181  
Land of Gobinda Kumar Home.
- BY THE EAST** : R.S. Dag No. 194, R.S. Dag No. 193,  
R.S. Dag No. 192 and R.S. Dag No. 191.

**IN WITNESS WHEREOF** the parties hereinabove put their respective signatures on this the October 03, 2012 day, month and year first above written.

Signed and delivered by the within named Donor in the presence of :

1. Subhasish Majumdar  
A-55 Regent Park P.O. - Rahara  
District: 24 Parganas (North)  
West Bengal. Pin Code: - Kol 700118.

*Baljitri Majumdar*

Signature of the Donor

PAN NO: BKJPM4555N

2. Tanushree Majumdar  
A-55 Regent Park  
P.O. - Khordah, P.O. - Rahara  
Dist-24 Parganas  
KOL - 700118

*Syamal Kr. Chattopadhyay*

Signature of the Donee

PAN NO: ABWPC 5564A

Signed and delivered by the within named Donee in the presence of :

1. Subhasish Majumdar.

2. Tanushree Majumdar

**Drafted by me**

*Subhasish Majumdar*

Subhasish Majumdar,

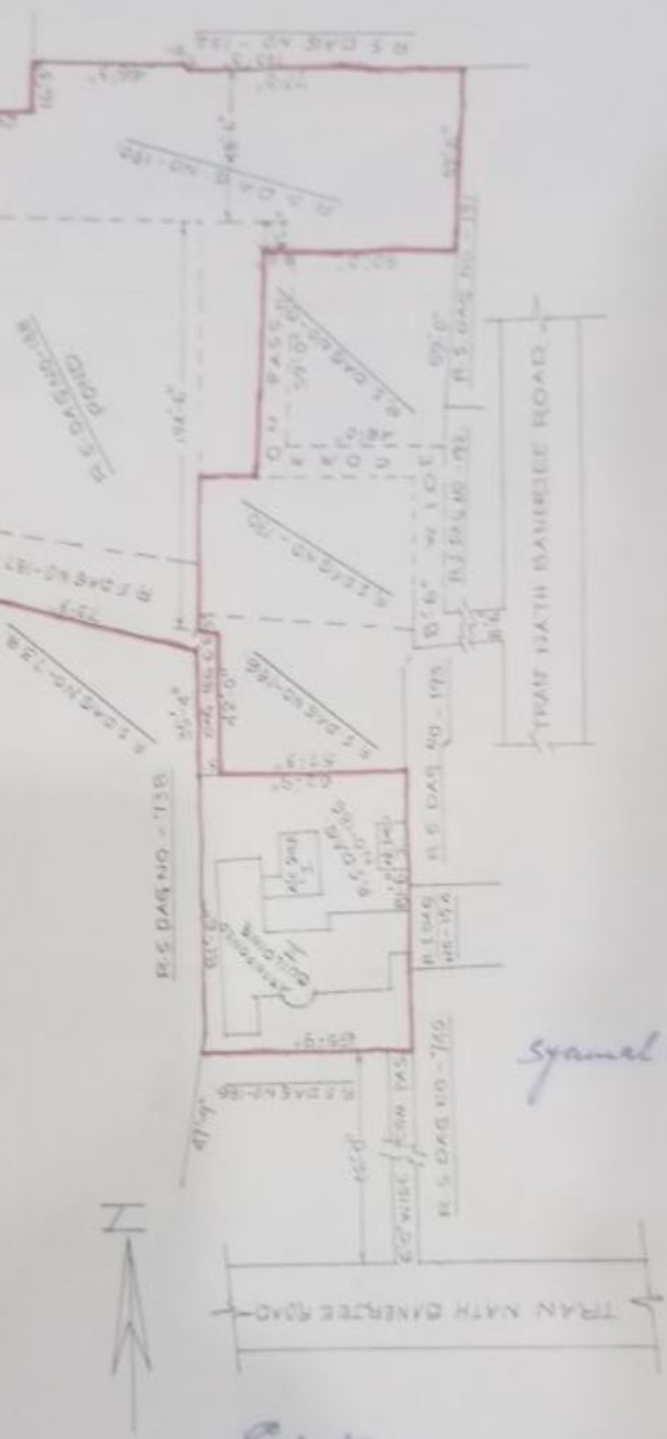
Advocate

High Court at Calcutta

Bar Association, Room No. 16.

SITE PLAN SHOWS AT R S DAG NO. 186 & 190 OF R S KHATIAN NO. 1906, 1907 & 1904, 1907, R S DAG NO. 187, 188 & 189 OF R S KHATIAN NO. 1906 & 1905 & 1908 OF MOUZA - PAMIHATI, J L HO. 10, R. S. NO. 32, TOUZI NO. 155, HOLDING NO. 224 TRAN NATH BANERJEE ROAD IN WARD NO. 3, UNDER PAMIHATI MUNICIPALITY P. S. KHARDAH, DIST. 24.155 (NORTH)

SL NO	R S DAG NO	R. S. KHATIAN NO	AREA	IN KA. CH. SQ.
1	186 (P)	1906 & 1909	7 - 03 - 15	
2	186 (P)	1906 & 1909	0 - 04 - 30	
3	187 (FULL)	1905 & 1908	2 - 06 - 30	
4	188 (FULL)	1905 & 1908	7 - 10 - 40	
5	189 (FULL)	1905 & 1908	1 - 13 - 00	
6	190 (P)	1904 & 1907	10 - 02 - 21	
TOTAL LAND AREA.			23 - 09 - 01	



Sakintai Mukherjee

Syamal K. Chatterji

SIG OF OWNER:

DRINK DATE

Atmak Saha

License no- 211/18/07/14

**SPECIMEN FORM FOR TEN FINGERPRINTS**



*Babita Mukherjee*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*Syamal Kr. Chatterji*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					





	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					







	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

**Government of West Bengal**  
**Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue**  
**Office of the A.R.A. - II KOLKATA, District- Kolkata**  
**Signature / LTI Sheet of Serial No. 11625 / 2012, Deed No. (Book - I , 12327/2012)**

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Syamal Kumar Chatterjee 116, Tran Nath Banerjee Road, Thana:-Khardaha, P.O. :-Panihati District:-North 24-Parganas, WEST BENGAL, India,	 03/10/2012	 LTI 03/10/2012	<i>Syamal Kr. Chatterji</i> 03/10/2012

II. Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Sabitri Mukherjee Address -Tran Nath Banerjee Road, Kol, Thana:-Khardaha, P.O. :-Panihati District:-North 24-Parganas, WEST BENGAL, India, Pin :-700014	Self	 03/10/2012	 LTI 03/10/2012	<i>Sabitri Mukherji</i>
2	Syamal Kumar Chatterjee Address -116, Tran Nath Banerjee Road, Thana:-Khardaha, P.O. :-Panihati ,District:-North 24-Parganas, WEST BENGAL, India,	Self	 03/10/2012	 LTI 03/10/2012	<i>Syamal Kr. Chatterji</i> 03/10/2012

Name of Identifier of above Person(s)

S Majumdar  
High Court, Kol, P.O. :- ,District:-Kolkata, WEST  
BENGAL, India,

Signature of Identifier with Date

*S. Majumdar* 03.10.12



(Anup Kumar Mandal)  
**ADDL. REGISTRAR OF ASSURANCES-II**  
**Office of the A.R.A. - II KOLKATA**





Government Of West Bengal  
Office Of the A.R.A. - II KOLKATA  
District:-Kolkata

Endorsement For Deed Number : I - 12327 of 2012  
(Serial No. 11625 of 2012)

On

Payment of Fees:

On 03/10/2012

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 33(ii), 5 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 0.00/-, on 03/10/2012

Amount by Draft

Rs. 97712/- is paid , by the draft number 366471, Draft Date 28/09/2012, Bank Name State Bank of India, SODEPUR KOLKATA, received on 03/10/2012

( Under Article : A(1) = 97614/- ,E = 14/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 03/10/2012 )

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-88,74,309/-

Certified that the required stamp duty of this document is Rs.- 621222 /- and the Stamp duty paid as Impresive Rs.- 5000/-

**Deficit stamp duty**

Deficit stamp duty Rs. 616230/- is paid 36647728/09/2012 State Bank of India, SODEPUR KOLKATA, received on 03/10/2012

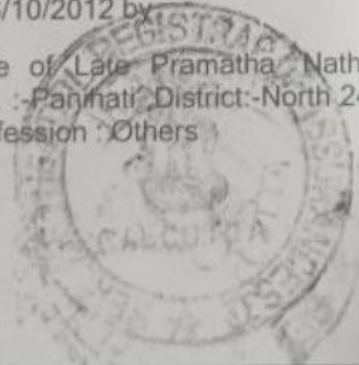
**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 13.01 hrs on :03/10/2012, at the Office of the A.R.A. - II KOLKATA by Sri Syamal Kumar Chatterjee ,Claimant.

**Admission of Execution(Under Section 58,W.B.Registration Rules,1962)**

Execution is admitted on 03/10/2012 by

1. Sabitri Mukherjee, wife of Late Pramatha Nath Mukherjee , Tran Nath Banerjee Road, Kol, Thana:-Khardaha, P.O. :-Panhati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700014, By Caste Hindu, By Profession :Others



( Anup Kumar Mandal )  
ADDL. REGISTRAR OF ASSURANCES-II

03/10/2012 13:49:00

EndorsementPage 1 of 2



Government Of West Bengal  
Office Of the A.R.A. - II KOLKATA  
District:-Kolkata

Endorsement For Deed Number : I - 12327 of 2012  
(Serial No. 11625 of 2012)

2. Sri Syamal Kumar Chatterjee, son of Late Amarendra Nath Chatterjee , 116, Tran Nath Banerjee Road, Thana:-Khardaha, P.O. :-Panihati ,District:-North 24-Parganas, WEST BENGAL, India, . By Caste Hindu, By Profession : Others  
Identified By S Majumdar, son of - , High Court, Kol, P.O. :- ,District:-Kolkata, WEST BENGAL, India, . By Caste: Hindu, By Profession: Advocate.

( Anup Kumar Mandal )  
ADDL. REGISTRAR OF ASSURANCES-II




( Anup Kumar Mandal )  
ADDL. REGISTRAR OF ASSURANCES-II

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 49  
Page from 873 to 892  
being No 12327 for the year 2012.



  
(Dulal chandra Saha) 05-October-2012  
ADDL. REGISTRAR OF ASSURANCES-II  
Office of the A.R.A. - II KOLKATA  
West Bengal