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Certified that the Document is Admitted to Registration the Signature Sheet / Sheets the Endorsement Sheet / Sheets Attached with this Document are the part of this Document.

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Additional District Sub-Registrar
Barasat, North 24 Parganas

20 JUN 2016

DEED OF GIFT

THIS DEED OF GIFT is made on this the 20th day of the June Two Thousand Sixteen (2016 A.D.) of Christian Era.

BETWEEN

[I]. SMT. ANJALI ROY CHOU DHURY, (PAN BDJPR1374R) W/o. Sri Dipti Ranjan Roy Choudhury, by faith- Hindu, by occupation - Housewife, residing at K.N.G. Road, Noapara, P.S.- Barasat, District North 24 Parganas, Kolkata - 700

Anjali Roy Choudhury

For *Artsian*

Pankaj Narayan Datta
Partner

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125, [2]. **SMT. RUPA CHATTERJEE, (PAN ATGPC1382A)** W/o. Sri Debasish Chatterjee, by faith- Hindu, by occupation - Housewife, residing at Shiberkota, Dakshinpara, P.O.& P.S.- Barasat, District North 24 Parganas, Kolkata - 700 124 hereinafter referred to as the **DONORS** (which expression shall unless excluded by or repugnant to the context shall mean and include his/her/their legal heirs, executors, administrators, representatives and/or assigns) of the **FIRST PARTIES**.

AND

SRI MIHIR MUKHERJEE, (PAN BQRPM5790F) S/o. Late Kalidas Mukherjee, by occupation - Service, by faith- Hindu, residing at L.I.C. Town Ship, P.O.& P.S.- Madhyamgram, Kolkata - 700 129 District North 24 Parganas, hereinafter referred to as the **DONEE** (which expression shall unless excluded by or repugnant to the context shall mean and include his/her/their legal heirs, executors, administrators, representatives and/or assigns) of the **SECOND PART**.

WHEREAS the land measuring about $8\frac{1}{4}$ satak **Bastu** in nature equivalent to 5 cottah more or less lying and situated at Mouza - Udayrajpur, J.L. No.- 43, Touzi No.- 146, Re-Su No.- 6, Sabak Khatian No.- 102, Malek Khatian No.- 84, Dag No.- 346 under P.S.- Barasat at present Madhyamgram, District North 24 Parganas, within the local limits of Madhyamgram Municipality was originally belonged in the name of one Smt. **Nirmala Bala Devi**. She was the absolute owner over the aforesaid land by the strength of a deed of sale being No.- 6319, dated 24.07.1956.

AND WHEREAS after demised of said **Nirmala Bala Devi** leaving behind her two sons namely **Kalidas Mukhopadhyay** and **Shyamadas Mukhopadhyay** and they became the joint owner over the aforesaid land left by **Nirmala Bala Devi** by way of inheritance according to the Hindu Succession Act. During the enjoyed ejmali property jointly said **Kalidas Mukhopadhyay** and **Shyamadas Mukhopadhyay** executed a

For *Artisan*

Ranjay Narayan Datta

Partner

amicable deed of partition in respect of the aforesaid property for better enjoyment respectively and the said deed of partition was registered and recorded in the A.D.S.R. Barasat, Vide Book No.- 1, Volume No.- 132, pages from 112 to 114, being No.- 10543 on 29.12.1970 and by the strength of this deed of partition said Kalidas Mukhopadhyay became the owner of a land measuring about $4 \frac{1}{8}$ satak more or less and his name also been recorded in the Govt. serestha under Khatian No.- 1999, Hal Dag No No.- 988 and also enjoyed the same by made one residential construction an area 517 Sq.ft. more or less and also mutated his name in the Madhyamgram Municipality, under Ward No.-22, Holding No.- 157 and also paid the taxes to the authority concern.

AND WHEREAS said Kalidas Mukhopadhyay died on 27.12.2012 and his wife Bina Mukherjee also died 08.02.2001 leaving behind their two daughter i.e. the donors herein and one son i.e. donee herein namely Mihir Mukherjee became the absolute owner over the aforesaid land construction by way of inheritance and jointly enjoying the same as ejmali property which is morefully described in the first schedule written hereunder. Accordingly we the donor herein are the owner of $\frac{2}{3}$ rd undivided share of land and property (i.e. $\frac{1}{3}$ rd each) and the donee is the owner of $\frac{1}{3}$ rd undivided share of land and property and have every right title and interest over the same and also have right to transfer or in any kind of transfer over the share of the land and property respectively.

AND WHEREAS the present donors herein have been possessing enjoying and occupying their $\frac{2}{3}$ rd undivided share of the land and property over the same and have every right title and interest in every manner to transfer the same with free from all encumbrances and having marketable title thereto.

AND WHEREAS Donee is the brother of the Donors and the Donee love and respect us in all manner and also look after us being the sister in various manner till today. We the donors have respective residential accommodation in our matrimonial house and have no urgency to take our share of land and as such we the donors with good gesture it is necessary to arrange our aforesaid undivided 2/3rd share of land and building measuring about **1544.66 Sq.ft.** land equivalent to **1 cottah 10 chittak 30 sq.ft.**, more or less alongwith **344.66 Sq.ft** of share of the construction properly and in this regard We desire to settle the transfer our aforesaid share of land measuring about **1544.66 Sq.ft.** land equivalent to **1 cottah 10 chittak 30 sq.ft.**, more or less alongwith **344.66 Sq.ft** of share of the construction which is mentioned in the second schedule written hereunder to the Donee and we also love the donee herein. We the Donors herein due to love and affection we want to give our aforesaid share of land and property and other easement right which is specifically mentioned in the second schedule written hereunder out of the total property mentioned in the first schedule written hereunder

NOW THIS DEED WITNESSETH that in pursuance of the said intention and in consideration of natural love and affection the Donors have for the said Donee, the Donors out of their own free will and pleasure without any undue influence and coercion and in full possession of their senses doth hereby give, convey, grant, transfer, assign and assure unto the said Donee in respect of their aforesaid land and property i.e. undivided 2/3rd share of land and building measuring about **1544.66 Sq.ft.** land equivalent to **1 cottah 10 chittak 30 sq.ft.**, more or less alongwith **344.66 Sq.ft** of share of the construction which is mentioned in the second schedule written hereunder out of **2 cottah 8 chittak** land more or less alongwith **517 Sq.ft** pucca construction

which is mentioned in the first schedule written hereunder lying and situated at Mouza - Udayrajpur, J.L. No.- 43, Touzi No.- 146, Re-Su No.- 6, Sabak Khatian No.- 102, Malek Khatian No.- 84, Hal Khatian No.- 1999, Dag No.- 346, Hal Dag No.- 988 under P.S.- Barasat at present Madhyamgram, District North 24 Parganas,, within the local limits of Madhyamgram Municipality under Ward No.- 22, Holding No.- 157, Kolkata - 700 129 togetherwith all right appurtenant thereto **TO HAVE AND TO HOLD** the said land and property with all estate rights, title, interest, claim or demand whatsoever of the Donors into or upon the same or any part thereof to the use of the said Donee absolutely and for ever free from all encumbrances and liabilities whatsoever.

The **DONERS** hereby covenants with the said Donee that notwithstanding any act, deed matter or thing by the said Donors executed or knowingly committed or suffered to the contrary, the Donors has full power and absolute and indefeasible right and authority to grant, convey, settle, transfer and assure the said schedule mentioned property hereby granted unto the said donee in the manner aforesaid and that it shall be lawful for the Donee all times hereafter peacefully and quietly to enter into and upon have and hold and occupy, possess and enjoy the said property hereby conveyed with appurtenances and receive and take the rents and profits thereof without any hindrances, disturbances, eviction, interruption, claim or demand whatsoever from or by the Donors or by any person or persons claiming any estate right, title or interest from under through or in trust for the Donors.

The **DONORS** also covenant with the **DONEE** that in case any error or mistake be found in this deed the Donors shall and will from time to time or at all times

hereafter at the request of the **DONEE** do and execute or to be done or executed all such acts, deeds and things whatsoever for further or more perfectly assuring the said land and building hereditaments and premises and every part thereof unto and to the use of the **DONEE** in manner aforesaid as shall or may reasonably required. It is clearly noted here that all the rights title interest and power of the **DONORS** in respect of the Gifted property mentioned in the schedule hereunder are hereby fully and entirely extinguished and the same best absolutely in favour of the **DONEE** and the donee shall have every right, title interest and power to sale, gift, mortgage, lease and all kinds of transfer of the Schedule properties without any permission or intervention from the Donors or their legal heirs. Donee after execution and registration of this Deed of Gift shall have every power to mutate his name in respect of property mentioned hereunder written.

The Donors have put the Donee in actual possession of the said property and the Donee has accepted the Gift by taking possession thereof.

It is further declare that the value of the Gifted property is estimate at Rs. 11,00,000/- (Rupees Eleven lakh) only for the purpose of Stamp duty.

THE DONEE DO HEREBY COVENANT AS FOLLOWS :-

1. **NOTWITHSTANDING** any thing hereinbefore done of suffered to the contrary, the Donors have good and absolute right, title and authority to grant, convey, transfer, assign and assure their share of the said all that piece and parcel of land measuring about i.e. undivided 2/3rd share of land and building measuring about **1544.66 Sq.ft.** land equivalent to **1 cottah 10 chittak 30 sq.ft**, more or less alongwith **344.66 Sq.ft**

of share of the construction which is mentioned in the second schedule written hereunder out of 2 cottah 8 chittak land more or less alongwith 517 Sq.ft pucca construction which is mentioned in the first schedule written hereunder lying and situated at Mouza - Udayrajpur, J.L. No.- 43, Touzi No.- 146, Re-Su No.- 6, Sabak Khatian No.- 102, Malek Khatian No.- 84, Hal Khatian No.- 1999, Dag No.- 346, Hal Dag No.- 988 under P.S.- Barasat at present Madhyamgram, District North 24 Parganas,, within the local limits of Madhyamgram Municipality under Ward No.- 22, Holding No.- 157, Kolkata - 700 129 which is mentioned in the **SCHEDULE** hereunder written along with all the rights, privileges and appurtenances thereto belonging and hereby gifted, conveyed and transferred to the Donee in the manner aforesaid and that the Donors have not done or suffered knowingly from anythings whereby the said land and property may be encumbered, affected or impeached in estate, title or otherwise.

2. That there is no encumbrance, charges, trust, liens, attachments, claim or demand whatsoever now subsisting etc. or proceeding and has not been offered as security or otherwise to any court or revenue, authority.

3. That the Donors shall henceforth peaceably quietly hold, possess and enjoy the right title and interest or profits derivable from and out of the said land and property without any let or hindrance, interruption, claim, disturbances or demand from or by the Donors or any person or persons claiming through or under or in trust for the Donors without any lawful eviction, let, hindrance, interruption or disturbances by any person or persons whatsoever.

4. All the taxes, land revenue and other impositions payable in respect of the

said land and property up to the date of handing over the possession of the same to the Donee, shall be paid by the Donors and if any portion of any tax, impositions etc. be found to have remained unpaid for the period as mentioned above liability shall be of the Donors to pay and if paid by the Donee shall be recoverable from the date of delivery of possession unto the Donee and the Donee shall pay the entire taxes and outgoings in respect of the said land and property after taking possession of the said land and property.

5. The Donors shall at all times do and execute all such acts, deeds, things and assurances as may be reasonably required by the Donee for better or further effectuating and assuring the conveyance hereby made or the title of the Donee to the property hereby gift and conveyance or any mistake or deficiency in the extent of description or other particulars of the said property.

6. The Donee his, heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, sell, convey and assign the said land and property.

THE FIRST SCHEDULE ABOVE REFERRED TO

(The Description of the sixteen ana land and property)

ALL THAT piece and parcel of **Bastu** land measuring about 2 cottah 8 chittak land more or less alongwith 517 Sq.ft one storied pucca construction thereon lying and situated at Mouza - Udayrajpur, J.L. No.- 43, Touzi No.- 146, Re-Su No.- 6, Sabak Khatian No.- 102, Malek Khatian No.- 84, Hal Khatian No.- 1999, Dag No.- 346, Hal Dag No.- 988 under P.S.- Barasat at present Madhyamgram, District North 24 Parganas, within the local limits of Madhyamgram Municipality under Ward No.-