



23
 A 209.7
 A 50
 Verified
 T.R & E. bill
 Declaration
 up 27 filed
 Date
 26/2/91

THIS INDENTURE made this day 26th day
 of February One Thousand Nine Hundred and Ninetyone.
 BETWEEN SMT. SANDHYA RANI BANNERJEE, wife of Dinoo
 Chandra Bannerjee by faith Hindu, by Occupation House wife
 at present 60/B
 residing at P-47, A Motijheel Avenue, P. S. Dum Dum,
 Calcutta- 700 026, hereinafter called the 'DONOR'
 (which expression shall unless excluded by or repugnant
 to the context include her heirs, executors, administrators,

contd..p/2.

8683 26/2/09

श्री ३३ वा. सुनार कुमार शर्मा
 पता - ६९ नुतिलाल बंगला, एम - २८

श्री ३३ वा. सुनार कुमारी शर्मा

26th Feb 1-00

Santha Devi Banerjee
 Date 26/2/91
 1261 Nuti Jheel Avenue

Executrix is identified by Santha Devi Banerjee at Nuti Jheel Avenue P-47
 Swapna K Banerjee do at Nuti Jheel Avenue P-47
 Nuti Jheel Avenue P-47
 Harsh Sewai

श्री ३३ वा. सुनार कुमारी शर्मा



1261

श्री ३३ वा. सुनार कुमारी शर्मा



1262

Identified by Swapna K Banerjee at Nuti Jheel Avenue P-47
 Nuti Jheel Avenue P-47

Swapna Kumar Banerjee

Dr. Chanda Banerjee
 at Bepin Bihari Banerjee
 60 B, Nuti Jheel Avenue (Revised)
 Calcutta - 700074

Date 26/2/91



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administrators, representatives and assigns) of the
ONE PART AND ✓ SRI SWAPN KUMAR BANERJEE, son of
 Sri Binay Chandra Banerjee, by faith Hindu, by Occupation
at Present 60/B
 Service residing at F-47, Motijheel Avenue, P.S. Dum Dum,
 Calcutta- 700 028, hereinafter called the 'D O H E E'
 (which expression shall unless excluded by or repugnant
 to the context include his heirs, executors, administrators,
 representatives and assigns) of the OTHER PART.

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500Rs.



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WHEREAS SRI ANADINATH SARKERJEE, of 60,
Kottijheel Avenue, Dum Dum, was absolutely seized and possessed
of a plot of land measuring an area 1 (One) Bigha 13 (Thirteen)
Cottaks 4 (four) Chittacks and 5½ sft more or less in
Plot Nos. 38, and 39 of Mouza- Bagjola and Satgachi known as
Kottijheel more particularly described in the schedule
hereunder written, free from all encumbrances.

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AND WHEREAS by a Registered Deed of Gift dated 10th April, 1961 and Registered at S.R.O. Cossipore Dum Dum in Book No. I, Volume No. 42, Pages 212 to 217, Being No. 2946 for the year 1961 the said Sri Anadi Nath Banerjee out of love and affection conveyed, transferred and gave away by way of Gift to his only daughter Smt. Anima Rani Devi ALL THAT piece and parcel of land measuring an area 8(eight) Cottahs 10 (ten) Chittacks 40 (forty) sft more or less particularly described in the schedule below, free from encumbrances.

AND WHEREAS by a Registered Deed of Sale dated 31st May 1975 and Registered at S.R.O. Cossipore Dum Dum in Book No. I, Volume No. 99, Pages 14 to 22 Being No. 5356 for the year 1975 Smt. Anima Rani Devi sold, conveyed, transferred and assigned ALL THAT piece and parcel of Basat Dakhal Kar (Non-Agricultural) Bastu Land measuring an area 4(four) Cottah 10 (ten) Chittacks 40 (forty) sft. more or less being C.S. Dag No. 476 R.S. Dag No. 1888 under C.S. Khatian No. 168 R.S. Khatian No. 285 of Mouza Bagjola P.S. Dum Dum in the District of 24- Parganas to Smt. Sandhaya Rani Banerjee, the Donor herein, for the Price stated therein, free from all encumbrances.

AND WHEREAS The Donor ^{has} mutated her name recorded in the Municipality and Collector 24- Parganas and having the

the sanctioned Building Plan from the South Dum Dum Municipality and constructed a One storied Building on the said Land.

AND WHEREAS the Donor is now absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT 'The said Property' more particularly described in the schedule hereunder written, free from encumbrances.

AND WHEREAS the Donor's have three sons Sri Swapna Kumar Banerjee the Donor herein Sri Tapas Kumar Banerjee, Sri Debaj Kumar Banerjee and five married daughters Smt. Chhabi Rani Ray, Smt. Sipra Chakraborty, Smt. Jharna Ghosh, Smt. Krishna Bhattacharjee, Smt. Savra Bose and her husband Sri Dinesh Chandra Banerjee.

AND WHEREAS the Donee is the second son of the DONOR.

NOW THIS INDENTURE WITNESSETH : that in pursuance and in consideration of natural love and affection the Donor her second son and also for making provision the Donor doth hereby bequeath upon the said Donee and absolutely convey and transfer by way of Gift ALL THAT roof area 1162 sqft on the Ground floor together with advantages and privileges for using the stair case Septic Tank and water facility more particularly described in the schedule hereunder written free from all encumbrances. The Donor from this day deliver up Khas

Khas possession of the aforesaid property in favour of the Donee and the Donee accepted gladly and take over possession of the same To have And to Hold the said property here

ditaments and premises hereby granted conveyed and transferred hereby absolutely by way of Gift unto and to the use of the Donee his heirs, executors, administrators, representatives and assigns forever AND THAT the said Donee his heirs, executors, administrators representative and assigns shall and may at all times ^{hereinafter} peaceably and quietly possess and enjoy grant convey, sell or otherwise transfer the said portion here-

ditaments and premises and receive rents and profits thereof without interruption claim and demand whatsoever from or by the said Donor or by any person or persons lawfully and equitably claiming from under or in trust for him Together with the right title and interest of the Donor in the aforesaid property.

And it is further agreed and declared between the parties the Donor and the Donee as follows: —
 and That the Donee hereby make a construction of a ^{Ground} Building on the 1 floor of the roof at his own cost.

2. That the Donee shall enter upon their respective allotments and hold possess and enjoy the same in severally absolutely whatsoever.

3. The Donee hereto shall apply for Mutation of his respective names and for Separate premises number to the South Dum Dum Municipality.

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2/2/77

उक्त गणकी

4) That the Donee Will maintain the common portion at their joint cost.

5) The Donor has absolute right on the roof of the 1st floor and above. The donee will not get any right ^{for construction} on the roof of the 1st floor.

6) The Donee shall also be entitled to sell, Mortgage, Lease, Gift or other wise alienate the said roof hereby donated subject to the terms herein contained to any one without the consent of the Donor or any other co-owner of the other Flats in the said building.

That the Donee will also separate Electric Connection at his own cost. *The Gifted valued at Rs-20,000/- (Rupees Twenty Thousand) only*

SCHEDULE 'A' ABOVE REFERRED TO :

ALL THAT piece and parcel of Besat Dakhalkar (Non-agricultural) Bestu Land and premises situate and lying at Mouza Bagjole J.L. No. 21 R.S. No. 68 P.S. Dum Dum Sub-Registry Office Co.sipore Dum Dum in the District of 24- Parganas comprised in portion of R.S. Dag No. 1888 of R.S. Khatian No.285 (formerly C.S. Dag No. 476 of C.S. Khatian No. 188 Plot No. 60B and being portion of Municipal Holding No.90/1 at present 96, Motijheel Avenue,, measuring 4 (four) Cottah 10 (ten) Chitacks

Chattacke and 40 (forty) sq. feet together with Building delineated in the Map or Plan annexed hereto and bordered in Red with all rights of way and easements over the 4' feet wide Common Passage on the East and 8' ft wide road on the bank of the Jheel on the east and butted and bounded On the North by Plot No. 60A sold to Sa. Suniti Roychoudhury and another, ^{On the East by 8' ft wide Road} on the South by Arun Kumar Banerjee, and others and on the West by 4' ft wide common passage for which a proportionate rent of .60 paise out of an annual rental or Jama of Rs. 3.25 P. is payable to the Collector 24- Parganas on behalf of Government of West Bengal

SCHEDULE 'B' ABOVE REFERRED TO :

ALL that roof area 1162 sqft together with the right of common stair case, septic Tank water facility, and *together with the proportionate share of the constructed land other common facilities.*

IN WITNESS WHEREOF the Donor hath hereunto set her hand and seal the day month and year first above written.

Signed and delivered in presence of:-

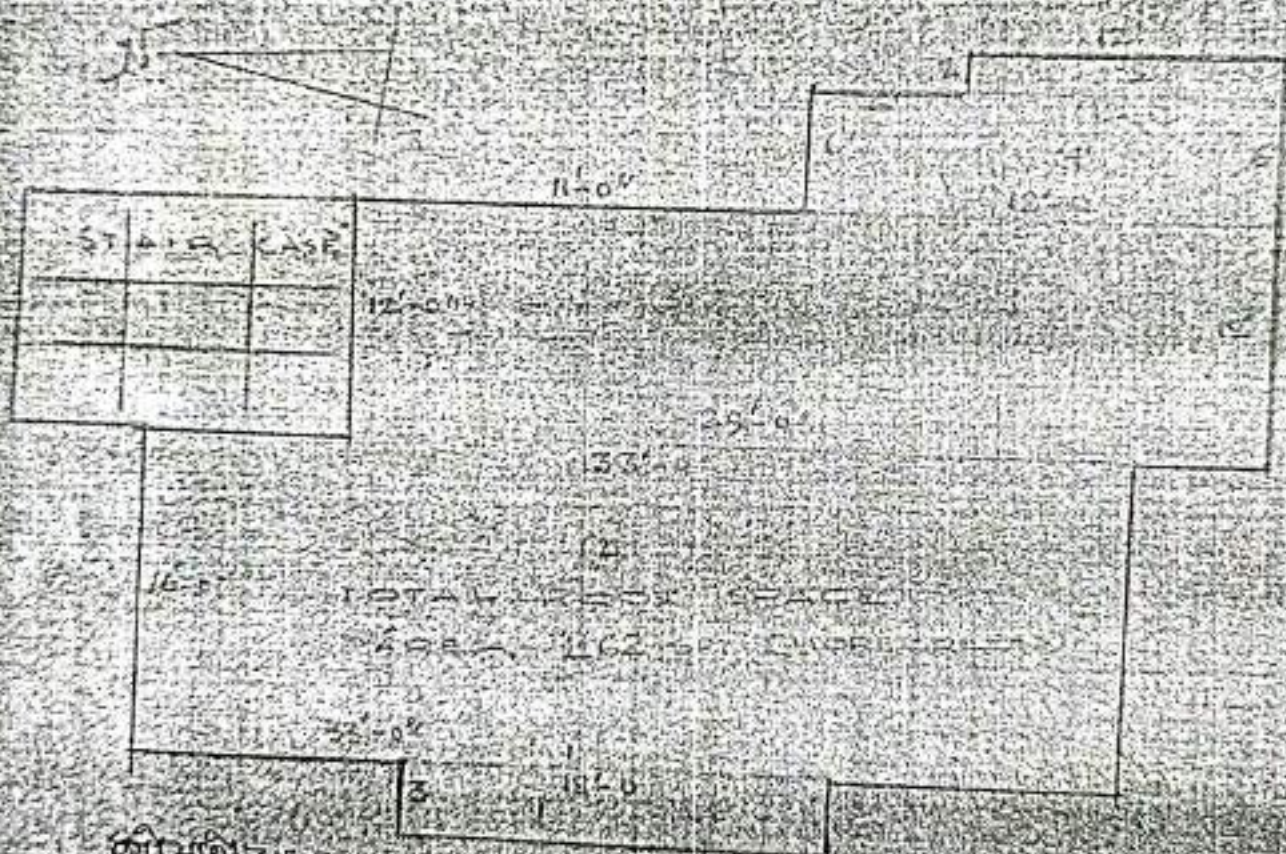
Witnesses:

Gmst Chandra Banerjee
60/13 Mahabul. Avenue
Calcutta - 700074
Asit Kumar Banerjee
100 South Dimpther Rd.
Cal - 30

Typed by: S.K. Mallick.

শ্রীমতী অক্ষয়ী কামাখী
শ্রীমতী অক্ষয়ী কামাখী

PROPOSED THREE STORIED BUILDING
 ROOF SPACE AREA 1162 SFT MORE OR
 LESS AT HOLDING NO. 96
 MATTHEW AVENUE UNDER SOUTH
 DUM DUM MUNICIPALITY UNIT 11/2



শ্রীমতী অরুণা কান্তি
 শ্রীমতী অরুণা কান্তি

In Witness Whereof the Donor hath
hereto set his hand and seal the day
month and year first above written.

Signed and Delivered
in presence of: -

Witness: -

Drish Chandra Baraja
Esq., Mahajan
Calcutta - 700074
Asit Kumar Baraja
100 South Dumuria Road
Calcutta - 30

Sarpan Kumar Baraja.

Prepared by
Asit Kumar Baraja
DW-11-32 e. Dasm Dasm

Dated this day of

1991

Between

Sanjiv Kumar Baniya
"Donor"

And

Dr. Anil Kumar Baniya
"Donee"

Deed of Gift

Witnessed by
Anil Kumar Baniya
100 South Dintona Road
Cal-30