



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

D 138889

DM

24-7-17

11-44

Q-0-894699/11

Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

DM

Add. District Sub-Registrar
Bahala, South 24 Parganas

DEED OF GIFT

THIS DEED OF GIFT is made on this the 24th day of

July, 2017 (Two Thousand Seventeen)

BETWEEN

SMT. CHANDANA CHATTERJEE, PAN AKYPC7534K, wife of Late Uttam Chatterjee, by Nationality - Indian, by faith - Hindu, by occupation - Housewife, residing at 41/10, Sarsuna Main Road, P.O. & Police Station - Sarsuna, Kolkata - 700061, hereinafter called and referred to as the **DONOR** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

A-N-D

✓ (1) **SRI ARUN KUMAR CHATTERJEE, PAN BBDPC9626D**, son of Late Uttam Chatterjee, by occupation - Business, residing at 41/10, Sarsuna Main Road, P.O. & Police Station - Sarsuna, Kolkata - 700061 and (2) ✓ **SMT. ANINDITA CHAKRABORTY, PAN AKKPC0749E**, wife of Ashish Chakraborty and married daughter of Late Uttam Chatterjee, by occupation - Housewife, residing at 4/4, Kastodanga Road, P.O. & Police Station - Sarsuna, Kolkata - 700061, both by Nationality - Indian, both by Religion Hindu, hereinafter jointly called and referred to as the **DONEES** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and

include their respective heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS originally one Shakti Ranjan Chatterjee (since deceased), son of Late Priyanath Chatterjee of Jadav Ghosh Road, Sarsuna, Calcutta was the absolute owner by way of purchase **ALL THAT** piece and parcel of Danga Land measuring more or less 8 (eight) 14 (fourteen) Chittaks 19 (nineteen) Sq.ft. forming part of C.S. & R.S. Dag No. 346 under C.S. Khatian No. 124, R.S. Khatian Nos. 600 & 603 in Mouza - Dakhin Behala, J.L. No. 16, R.S. No. 81, Pargana Balia being Holding No. 41, Sarsuna Main Road of the then South Suburgan Municipality under Police Station formerly Behala in the District of previously 24-Parganas together with benefit of existing wide Road adjacent to the said property with all easements rights appurtenant thereto from its previous owners Sri Jayat Sen Ghosh and Sri Ramat Sen Ghosh of 25, Baranasi Ghosh Street, Calcutta - 700007 by virtue of one Deed of Sale (Bengali Kobala) dated 22nd May, 1959 corresponding to Bengali Calendar 7 'Jaistha' 1366 B.S. The said Deed of Sale was registered in the Office of the S.R. Alipore and recorded in Book No. I, Volume No. 88, Pages 109 - 117, being Deed No. 4969 for the year 1959 free from all encumbrances.

AND WHEREAS since after acquiring right, title and interest in the aforesaid manner, the said Shakti Ranjan Chatterjee recorded and/or mutated his name in the record of the then local South Suburban Municipality in respect of the said land measuring more or less 8 Cottahs 14 Chittaks 19 Sq.ft. and seized and possessed the said property by the payment of necessary rates and taxes to the concerned authority after construction of a Dwelling Unit over the said property. Subsequently in the Assessment Record of the Kolkata Municipal Corporation the said property had been recorded in the name of said Shakti Ranjan Chatterjee under Assessee No. 411271500675 being Municipal Premises No. 215, Sarsuna Main Road (Mailing Address : 41/10, Sarsuna Main Road, Kolkata - 700061) within Ward No. 127 of the Kolkata Municipal Corporation.

AND WHEREAS while thus seized and possessed the said property as absolute owner thereof the said Shakti Ranjan Chatterjee died intestate on 02.01.1993 leaving behind his wife Sunity Chatterjee and only son namely Uttam Chatterjee as his legal heirs and successors who inherited the deceased property jointly as per the law of inheritance

5

under the provision of Hindu Succession Act, 1956 each having undivided equal share in the said property.

AND WHEREAS after demise of the said Shakti Ranjan Chatterjee, his above named wife and son namely Sunity Chatterjee and Uttam Chatterjee (both are now deceased), became the joint owners of **ALL THAT** piece and parcel of Land measuring more or less 8 (eight) 14 (fourteen) Chittaks 19 (nineteen) Sq.ft. together with Two Storied Building standing thereon forming part of C.S. & R.S. Dag No. 346 under C.S. Khatian No. 124, R.S. Khatian Nos. 600 & 603 in Mouza - Dakhin Behala, J.L. No. 16, R.S. No. 81, Pargana Balia within the local limit of the then South Suburban Municipality at present within Ward No. 127 of the Kolkata Municipal Corporation being Municipal Premises No. 215, Sarsuna Main Road, Assessee No. 411271500675 under Police Station formerly Behala then Thakurpukur in the District of previously 24-Parganas now South 24-Parganas together with benefit of existing wide Road adjacent to the said property with all easements rights appurtenant thereto.

AND WHEREAS during joint enjoyment of the said property the said son of Shakti Ranjan Chatterjee namely Uttam Chatterjee died intestate on 23.11.2007 leaving behind his

mother Sunity Chatterjee (since deceased), his wife namely Smt. Chandana Chatterjee only son Arun Kumar Chatterjee and one married daughter namely Smt. Anindita Chakraborty as his legal heir, heiresses and successors to inherit her undivided $\frac{1}{2}$ share in the said property.

AND WHEREAS thereafter the said Sunity Chatterjee also died intestate on 12.09.2016 and after her death the undivided share of Sunity Chatterjee in the said property devolved upon said Smt. Chandana Chatterjee, Sri Arun Kumar Chatterjee and Smt. Anindita Chakraborty as per the law of inheritance under the provision of Hindu Succession Act, 1956.

AND WHEREAS thus by right of inheritance the said Smt. Chandana Chatterjee, Sri Arun Kumar Chatterjee and Smt. Anindita Chakraborty, the Donor and the Donees herein became the joint owners and/or well and sufficiently to **ALL THAT** piece and parcel of Land, measuring more or less 8 (eight) 14 (fourteen) Chittaks 19 (nineteen) Sq.ft. = 6409 Sq.ft. together with Two Storied Building totally measuring more or less 1000 Sq.ft. out of which Ground Floor measuring more or less 600 Sq.ft. and First Floor measuring more or less 400 Sq.ft. standing thereon forming part of

C.S. & R.S. Dag No. 346 under C.S. Khatian No. 124, R.S. Khatian Nos. 600 & 603 in Mouza - Dakhin Behala, J.L. No. 16, R.S. No. 81, Pargana Balia, at present within Ward No. 126 of the Kolkata Municipal Corporation being Municipal Premises No. 215, Sarsuna Main Road, Assessee No. 411271500675 under Police Station formerly Behala then Thakurpukur now Sarsuna, Addl. District Sub-Registrar Office at Behala in the District of South 24-Parganas together with Parganas together with benefit of existing wide Road adjacent to the said property with all easements rights appurtenant thereto and they are now enjoying and possessing the said property by paying relevant rates and taxes to the concerned authority in respect of the said property each having undivided $1/3^{\text{rd}}$ share in the said property.

AND WHEREAS now the said Smt. Chandana Chatterjee, Party of the One Part, the Donor herein out of her natural love and respect towards her only son and married daughter decided to gift her undivided and undemarcated $1/3^{\text{rd}}$ share in the said property i.e. land measuring more or less 2 Cottahs 15 Chittaks 21.33 Sq.ft. or 2136.33 Sq.ft. out of the total land measuring 8 Cottahs 14 Chittaks 19 Sq.ft. or 6409 Sq.ft. together with undivided $1/3^{\text{rd}}$ share of

Two Storied Building measuring more or less 333 Sq.ft. out of total Building measuring more or less 1000 Sq.ft. standing thereon forming part of C.S. & R.S. Dag No. 346 under C.S. Khatian No. 124, R.S. Khatian Nos. 600 & 603 in Mouza – Dakhin Behala, J.L. No. 16, R.S. No. 81, Pargana Balia, at present within Ward No. 127 of the Kolkata Municipal Corporation being Municipal Premises No. 215, Sarsuna Main Road, Assessee No. 411271500675 under Police Station formerly Behala then Thakurpukur now Sarsuna, Addl. District Sub-Registrar Office at Behala in the District of South 24-Parganas together with all other easements rights appurtenant thereto unto and in favour of Sri Arun Kumar Chatterjee and Smt. Anindita Chakraborty, the Donees herein by way of Deed of Gift and accordingly informed the Donees herein.

AND WHEREAS the Donees herein have agreed to accept the Gift of the Donor with gratitude in respect of the aforesaid property hereinafter called "**THE SAID PROPERTY**" more fully described in **SECOND SCHEDULE** hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said desire and in consideration of natural love and

respect the Donor had and still bear towards the Donees of these presents, the later being the own blood related son and married daughter respectively, the Donor out of her own free will, full conscience, without fraud, coercion or undue influence from anybody whomsoever and full knowledge and sense do hereby grant, transfer, convey, assure and assign by way of gift undivided and undemarcated undivided and undemarcated $1/3^{\text{rd}}$ share in the said property i.e. land measuring more or less 2 Cottahs 15 Chittaks 21.33 Sq.ft. or 2136.33 Sq.ft. out of the total land measuring 8 Cottahs 14 Chittaks 19 Sq.ft. or 6409 Sq.ft. together with undivided $1/3^{\text{rd}}$ share of Two Storied Building measuring more or less 333 Sq.ft. out of total Building measuring more or less 1000 Sq.ft. standing thereon forming part of C.S. & R.S: Dag No. 346 under C.S. Khatian No. 124, R.S. Khatian Nos. 600 & 603 in Mouza - Dakhin Behala, J.L. No. 16, R.S. No. 81, Pargana Balia, at present within Ward No. 127 of the Kolkata Municipal Corporation being Municipal Premises No. 215, Sarsuna Main Road, Assessee No. 411271500675 under Police Station formerly Behala then Thakurpukur now Sarsuna, Addl. District Sub-Registrar Office at Behala in the District of South 24-Parganas together with all other easements rights appurtenant thereto, more fully described

in the **FIRST** and **SECOND** Schedules hereunder written **OR**
HOWESEOVER OTHERWISE the said property now is or
are or heretofore was or were situated butted bounded
called, known and numbered described or distinguished
TOGETHER WITH all paths, passages, ways, sewers,
drains, ditches and all other former and ancient right, lights,
liberties, benefits privileges advantages easements
appurtenances whatsoever to the said property belonging to
or in anywise appertaining thereto or usually held, used,
enjoyed and occupied therewith or reputed to belong or be
appurtenant thereto and the reversion or reversions
remainder or remainders and the rents, issues, and profits
thereof **AND** all the estate, right, title, interest, claim and
demand whatsoever both at law and in equity of The Donor
into upon the said property thereof **AND** all the deeds,
pattahs, muniments, writings, evidences of title whatsoever
which exclusively relates to the said property of the said
Premises thereof which now are or hereafter may be in the
custody, power, control or possession of the Donor or any
person or persons from whom the Donor may procure the
same without any lawful action or suit **TO HAVE AND TO**
HOLD the said property of the said building so to be unto

the Donees absolutely and forever free from all encumbrances.

AND the Donor do hereby covenant with the Donees as follows :-

That notwithstanding any act, things, deed, matters whatsoever made, done, executed or knowingly suffered to the contrary the Donor now have good right, full power, absolute authority and indefeasible title to grant, transfer, convey the undivided 1/3rd share in the Said Property more fully described in the Second Schedule hereunder written hereby gifted and expressed or intended so to be unto and to the use of the Donees in manner aforesaid.

AND the Donees shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the said Property thereof and pay the rents and taxes to the Appropriate Authorities upon getting their names mutated in the Kolkata Municipal Corporation and receive the rents, issues and profits thereof without any lawful action, interruption, claim and demand whatsoever or any person or persons lawfully or equitably claiming from under or in trust for the Donor or any of her Predecessor-in-title and that free

and clear and freely and clearly and absolutely exonerated discharged saved harmless and keep the Donees indemnified from or against all charges, encumbrances made or suffered by the Donor or any person or persons lawfully or equitably claiming as aforesaid.

FURTHER the Donor and all persons having lawfully or equitably claiming any estate at interest upon the said Property from under or in trust for the Donor shall and will from time to time or at all times hereafter at the cost and request of the Donees do and execute or cause to be done and executed all such acts, deeds, things and matters whatsoever for further better and more perfectly assuring and conveying the said Property to the Donees as shall or may be reasonably required.

AND FURTHER the Donees shall have absolute right to sell, mortgage, transfer, gift, let-out, new construction and otherwise alienate the said gifted property according to their own choice and receive rents, profits from the tenants without any interruption and/or objection from the Donor.

IT IS FURTHER declared that the Donees accept the Gift of the Second Schedule property by these present made in their favour by the Donor and such acceptance is testified by the Donees, being a party hereto and executing these presents.

AND WHEREAS for the purpose of stamp the estimated value of the property gifted and transferred by these presents is **Rs. 1,00,000/- (Rupees One Lakh) only.**

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Total Property)

ALL THAT piece and parcel of Land measuring more or less 8 (eight) 14 (fourteen) Chittaks 19 (nineteen) Sq.ft. = 6409 Sq.ft. together with Two Storied Building ^{Cemented Floor} totally measuring more or less 1000 Sq.ft. out of which Ground Floor measuring more or less 600 Sq.ft. and First Floor measuring more or less 400 Sq.ft. standing thereon forming part of C.S. & R.S. Dag No. 346 under C.S. Khatian No. 124, R.S. Khatian Nos. 600 & 603 in Mouza – Dakhin Behala, J.L. No. 16, R.S. No. 81, Pargana Balia, at present within Ward No. 127 of the Kolkata Municipal Corporation being Municipal

Chandana Chatterjee

Premises No. 215, Sarsuna Main Road, Assessee No. 411271500675 under Police Station formerly Behala then Thakurpukur now Sarsuna, Addl. District Sub-Registrar Office at Behala in the District of South 24-Parganas together with Parganas together with benefit of existing wide Road adjacent to the said property with all easements rights appurtenant thereto. The total property is shown in the annexed plan. The said land with building is butted and bounded by :

ZONE : **Sarkarhat ----- Chatterjee Para**
On the North : 12'ft. wide Road
On the South : 40'ft. wide Sarsuna Main Road
On the East : 16' ft. wide Road
On the West : Partly land of Latika R. Ghose and Partly others property

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Property hereby gifted, transferred, conveyed and assigned unto the Donees by the Donor)

ALL THAT undivided and undemarcated 1/3rd share of land measuring more or less 2 Cottahs 15 Chittaks 21.33 Sq.ft. or 2136.33 Sq.ft. out of the total land measuring 8 Cottahs 14 Chittaks 19 Sq.ft. or 6409 Sq.ft. together with undivided

1/3rd share of Two Storied Building measuring more or less 333 Sq.ft. out of which Ground Floor measuring more or less 200 Sq.ft. and First Floor measuring 133 Sq.ft. being portion of total Building measuring more or less 1000 Sq.ft. (Ground Floor measuring more or less 600 Sq.ft. and First Floor measuring more or less 400 Sq.ft.) ^{Cemented Flooring ✓} standing thereon forming part of C.S. & R.S. Dag No. 346 under C.S. Khatian No. 124, R.S. Khatian Nos. 600 & 603 in Mouza – Dakhin Behala, J.L. No. 16, R.S. No. 81, Pargana Balia, at present within Ward No. 127 of the Kolkata Municipal Corporation being Municipal Premises No. 215, Sarsuna Main Road, Assessee No. 411271500675 under Police Station formerly Behala then Thakurpukur now Sarsuna, Addl. District Sub-Registrar Office at Behala in the District of South 24-Parganas together with all other easements rights appurtenant thereto.

Chandana Chatterjee