

t Area - 2169 sq. ft.

Valuation - 15,00,000/- (Fifteen lakhs) only

Pratash Mundera

THIS DEED OF GIFT, made this 24th day of ... Towary in the year 2007.

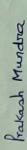
# DEED OF GIFT

Sri Prakash Mundra, S/o Sri Prayagchand Mundra, by religion Hindu, by occupation Business, permanent resident of M.G. Marg, Gangtok, Sikkim, presently residing at "MUNDRA BHAWAN", 3rd mile, Sevoke Road, under Police Station Bhaktinagar, within the District of Jalpaiguri hereinafter called the "DONOR" (which expression shall mean and include unless excluded or repugnant to the context his heirs, successors, administrators, representatives and assigns) of the ONE PART.

Smt/ Pushpa Devi Mundra, W/o Sri Prayag Chand Mundra, by religion Hindu by occupation House wife, permanent resident of M.G. Marg, Gangtok, Sikkim, presently residing at "MUNDRA BHAWAN", 3rd mile, Sevoke Road, under Police Station Bhaktinagar, within the District of Jalpaiguri hereinafter called the "DONEE" (which expression shall mean and include unless excluded or repugnant to the context his heirs, successors, administrators, representatives and assigns) of the SECOND PART.

### AND

Smt. Laxmi Devi Mundra, W/o Late Ramswarup Mundra, by religion Hindu, by occupation House wife, permanent resident of M.G. Marg, Gangtok, Sikkim, presently residing at "MUNDRA BHAWAN", 3rd mile, Sevoke Road, under Police Station Bhaktinagar, within the District of Jalpaiguri hereinafter called the "CONFIRMING PARTY" (which expression shall mean and include unless excluded or repugnant to the context his heirs,



successors, administrators, representatives and assigns) of the THIRD PART.

### AND

Whereas the DONOR had also acquired ownership by purchased the adjacent land measuring 0.272½ acres, under Mouza Dabgram, recorded in Khatian no. 282/1, appertaining to Plot no. 128, in sheet no. 5, under Bhaktinagar (formerly Rajganj) Police station in the District of Jalpaiguri, by way of a registered Deed of Sale, being no. 1476, dt. 05.03.1992, from the same Uttam Industries, registered before ADSR, Jalpaiguri, recorded in Book No. I, Vol. No. 16, pages 147 to 152, in the year 1992.

### AND

Whereas the CONFIRMING PARTY had acquired the ownership by way of purchased the land measuring 0.2721/2 acres situated under Mouza Dabgram, recorded in Khatian No. 282/1, appertaining to Plot no. 128, in Sheet no. 5, under Bhaktinagar (formerly Rajganj), Police Station in the District of Jalpaiguri by way of registered Deed of Sale being no. 1477 dt. 05.03.1992 registered before ADSR, Jalpaiguri, (Purchased from Uttam Industries) recorded in Book No I, Vol. No. 16, pages 153 to 158, in the year 1992.

### AND

Whereas since both above mentioned plots are/were adjacent to each other, and both the parties well known to each other, therefore the Donor and the Confirming Party had decided to jointly construct a Four Storied Building on the back side of their land as per their requirement they decided to construct six residential flats and six servant quarter, three for Donor and



three for the Confirming Party. For avoiding any disputes or complicacy in future, they entered into an agreement dt. 10.06.1993.

#### AND

Whereas the Donor and the Confirming Party decided to divide the building into two Block i.e. "A" Block and "B" Block each Block consisting of three flats and three servant quarters, despite the joint nature of the construction, Block "A" was constructed on the Confirming Party's land and Block "B" was constructed on "Donor's" land, so that no complicacy in future should arise as to the possession or ownership of the Flats.

### AND

Whereas the Donor and Confirming Party planed to construct four storied building but they ended with the construction of three storied building in the year 1993 and the option for both parties to construct 3rd floor is still available. Therefore the roof of the three storied building will be used commonly until the 3rd floor is completed and when four storied building is completed the roof of the building is commonly used for ever.

AND

Whereas the Donor wishes to gift the flat of second floor along with one servant quarter to his brother Mr. Ravi Mundra with an exclusive right to construct one more similar flat on the roof of second floor, in future, at his own cost whenever the Ravi Mundra feels convenient.

#### AND

Whereas after completion of the construction in the year 1993 the Donor and the confirming party have decided and taken the possession of the block which mostly made on the portion of their land therefore presently the Donor is in the absolute



(second)

possession of all three flats of Block "B" including three servants quarters and the Confirming Party is similarly in the absolute possession of all the three flats made in Block "A" including three servant quarters and it is also agreed between them that all other things like 14 feet wide common road, stair case, septic tank, open space, water pipelines and any other thing which by nature of the construction, is said to be used for common purpose will be used and maintained by them jointly.

### AND

Whereas it is also agreed as per the terms and conditions of the agreement dt. 10.06.1993 between Donor and Confirming Party that considering the joint nature of construction, each flat will have undivided proportionate share in the land.

#### AND

Whereas the Confirming Party had mutated her name in the BL & LRO, Rajganj, District Jalpaiguri vide mutation case no. IX-II/413D-1/03-04 dated 12.01.2004.

# AND

Whereas the Donor had also mutated his name in the BL & LRO, Rajganj, under Jalpaiguri District vide mutation case No. IX-II/412D-1/03-04 dt. 12.01.2004.

# AND

Whereas the Donor and the conforming party had jointly constructed the above mentioned three storied residential building on the aforesaid plot of land describe in the Schedule "A" here to below as per approved building plan no. 93/93 dated 20.7.93 vide order no. 8830ARP, dt. 13.8.93 by SJDA as per the terms and condition of the agreement dated 10.6.93 made between Donor and the Conforming Party.

Now this indenture witness that in pursuance of the natural love for his mother the Donor do hereby transfer and assign unto and to the use of the Donee, the aforesaid flat/premises as particularly described in the schedule 'B' below free from all encumbrances, charges and demand whatsoever.

- 1. That the Donee shall have all rights, title and interest in the property gifted and conveyed to him and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Donor or any body claiming through or under her and all the rights, title and interest in the said property which vested in Donor shall henceforth vest in the Donee to whom the said property has been conveyed absolutely.
- 2. That the Donor declares that interest which he professes to transfer hereby subsists as on the date of these presents and that the Donor/Confirming Party have not previously transferred, mortgages, contracted for sale or otherwise the said scheduled property or any part thereof to or in favour of any other party or person and that the property here by transferred expressed or intended so to be suffers from no defect of title and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary is proved, then the Donor make good the loss or injury which the Donee may suffer or sustain resulting thereof.
- 3. That the Donee shall not do any act, deed or thing whereby the development/construction of the said Building is any way hindered or impeded with nor shall prevent the Donor/Confirming Party from selling, transferring,

assigning or disposing of unsold portion, right, title and interest therein appurtenant thereto.

- 4. That the Donee shall obtain his own independent electric connection from the W.B.S.E.B. Siliguri, for his electric requirement and the connection charges as well as electric consumption bill will be paid by the Donee, the property hereby gifted at the cost of the Donor.
- 5. That the Donor/Confirming Party further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring rights, title and interest of the Donee to the property hereby gifted at the Donor.
- 6. That the Donee shall have the right to get his name mutated with respect to the said flat/schedule property proportionate undivided share in the land at Siliguri Municipal Corporation and get it numbered as a separate holding and shall pay the Municipal Corporation taxes as levied upon from time to time.
- 7. That the Donee shall have all the rights to sell, gift mortgage or transfer or otherwise the ownership of the said flat premises or let out or lease out the said flat premises to whomsoever at his/her own choice.
- 8. That the Donee shall keep the area neat and clean and proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupants of the said building.
- 9. That the Donee shall have proportionate right, title and interest in the land on which the building stands along

with other occupants/owners of the building. It is hereby declared that interest in the land is impartible.

- 10. That the Donee shall not block/cover any portion of land of building carved out by Donor/Confirming Party for the purpose of pad, landing, stairs or other community purpose and in the event of any such encroachment the Donor/Confirming Party or the executive body or board of Directors or any authority of the occupants of the building acting as such at the relevant time shall be entitled to evict such defaulting occupants from the same and to recover the expenses so incurred in such eviction from such occupants.
- That the Donee shall pay such proportionate share 11. for common facility if any, such as repairs and maintenance of the outer walls, stair case, septic tank, water supply, sanitation, security etc. as will be determined by Donor any existing body at the solvent time from time to time till the time an executive body or board of Directors or any authority of the occupants of the building is formed to take care of the common maintenance of the Building.
- That so long as the flat premises at the ground floor 12. of the Donee is not assessed separately for taxes and levies they shall pay proportionate share of such taxes as assessed and levied on the whole building by the Siliguri Municipal Corporation or the competent authorities. The amount apportioned as determined by the Donor shall be conclusive and binding on the Donee.

# SCHEDULE 'A

# DESCRIPTION OF THE LAND:-

All the piece or parcel of land measuring 0.22 acres, recorded in Khatian No. 282/1, Plot no. 128 hold under the state of West Bengal, Sheet no. 5, including four storied residential building standing thereon within Siliguri Municipal Corporation Ward No. A..., Police Station - Bhaktinagar, District Jalpaiguri. The land is butted and bounded as follows:

North: Land of Tilswari Barman

South: Land of Sailendra Kumar Dey

East: Land of Kundeswari Barman

West: 14 fee wide road and land of the Donor and the

Confirming Party.

# SCHEDULE 'B'

DESCRIPTION OF THE FLAT PREMISES HEREBY GIFTED: All that one flat premises having super built up area measuring 2169 sq. ft. including one servant quarter at the Ground floor in Block B of the four storied residential building, Siliguri Municipality Corporation Ward No ... A 2 ..., standing on the land measuring 0.22 acres as mentioned and described in the Schedule 'A' hereinabove, Police Station Bhaktinagar, District Jalpaiguri, fully shown in the annexed plan for flat.

The flat premises measuring 2169 sq. ft. including one servant quarter hereby Gifted is butted and bounded as follows:

North: Flat of Confirming Party proposed to be gifted to Master Arjun Mundra.

South: Common area and land of Sailendra Kumar Dey

Common area and servant quarter and land of Kundeswari Barman.

14 feet wide road and land of the Donor and Confirming Party.

IN WITNESS WHEREOF the Donor and Confirming Party put their hands and seal on this Deed of Gift at Siliguri on the day, month and year first above written.

Signature

Witness:

Brakash Mundra

1. Raj kuman Mundia Slo- Late Ram Swarp Muncha M. G. Marg, Grangtok (Sikkim)

2. Ashok Saly 8/e Sri Rajendra Sah

che HMT, Hill Cart Road Musin Gat 31-45-1 Siliguri Dist-Darjuling Confirming Party

Drafted, read over and explained in Hindi to the Donor, Donee and the Confirming Party by me and typed in my office

Salys N. Sherma.

Satya N. Sharma Advocate, Siliguri Enrollment No. F 660/523/97



