



Commission under stamp duty ~~Rs.~~
duty Stamped under the India
Stamp Act, 1899 as amended by
Act 11 of 1922 and Section 82
of the Calcutta Improvement
Act, 1911 Schedule. 28
CA No. 33
Stamp Duty Paid under the
Indian Stamp Act, 1899 as
Amended in 176 Rs. 1860.
Additional duty Paid under the
Calcutta Improvement Act 1911
Rs. 4.80. Excess... X
Rs. 2240 - - - - -

A - 229.50
K - 1.20
230.70
K(1) 5.00
235.70
K(2) 63.00
298.70

Mr.
District Sub-Collector
Alipore, 26 Parganas
21/1/83

DEED OF GIFT

Valuation: Rs. 24,000 (Rupees Twenty four thousand only).

THIS DEED OF GIFT is made this the 21st day of
January, One thousand nine hundred eighty three BETWEEN
Shrimati Kanak Prava Chakraborty by faith Hindu by occu-

pation p/2.

750Rs.



-: 2 :-

occupation housewife residing at 14, Jadavpur North Road, Calcutta-32 (hereinafter called the Donor) of the ONE PART and Shrimati Rina Bhattacharjee wife of Late Sushil Chandra Bhattacharjee by faith Hindu by occupation housewife residing at 14, Jadavpur North Road, Calcutta-32 (hereinafter called the Donee) of the OTHER PART.

WHEREAS the Donor is seized and possessed of and the absolute owner of the property hereinbelow mentioned and fully described in the SCHEDULE hereunder written consisting of a residential building being Municipal Premises No. 14, North Road, Calcutta-32 having ground floor accommodation, and surrounding vacant land measuring in total 2 (two) Cottahs 2 (two) Chhataks 20 (twenty) Square feet, more or less, free from all encumbrances whatsoever (hereinafter referred to as the said premises) and the Donor has full power, absolute authority and unfettered discretion in the matter of disposal of the

property p/3.

750Rs.



-: 3 :-

property in any way and in any manner whatsoever.

AND WHEREAS the Donor is desirous of making a gift of the said premises to the aforesaid Donee, her youngest daughter, in consideration of natural love and affection and specially because the Donee has recently lost her husband in the prime of life in a tragic motor car accident while abroad and is now a distressed lady with two minor children.

NOW THIS DEED WITNESSETH AS FOLLOWS :-

That in pursuance of her said desire and in consideration of her love and affection to the Donee, the Donor does hereby and hereunder grant, convey, transfer, assure and assign unto and to the use of the Donee freely and voluntarily the said premises viz. the residential building being Municipal Premises No. 14, Jadavpur North Road, Calcutta-32, as also the surrounding vacant land measuring in total 2 (two) Cottahs 2 (two) Chhataks 20 (twenty) Square feet, more or less EXCEPT the pucca room on the

roof of p/4.

200Rs.



-: 4 :-

roof of the building and the vacant areas of the roof as also undivided one-half of the land underneath the building which have been sold out to Shrimati Rekha Bhattacharjee, the eldest daughter of the Donor by a Deed of Sale registered on 27th December, 1982 in the District Registration Office, Alipur, District 24-Parganas bearing Deed No. 16926 for 1982 for construction of another residential unit thereon for her.

AND BY VIRTUE OF THIS DEED OF GIFT the Donee shall have the right to hold the property gifted to her for ever without any claim, demand, interruption from the Donor or any other person or persons claiming under her together with all rights, title and interest which the Donor heretofore enjoyed in respect of the said portion of the premises.

PROVIDED THAT :

1. The Donee shall have free access to the roof of the residential unit which will be constructed by the said Shrimati Rekha Bhattacharjee and neither the Donee nor Shrimati Rekha Bhattacharjee shall construct any permanent structure except water-tanks thereon and each of them will only have the right

to the p/5.



-: 5 :-

to the use and enjoyment thereof for all purposes whatsoever and nothing shall be done for which the condition of the roof will deteriorate. The Donee shall also not do or permit or suffer anything in or upon the demised roof or any part thereof which may be or become a source of annoyance or disturbance to the said Shrimati Rekha Bhattacharjee or other occupiers of the first floor unit.

2. The Donee shall have the right to use the stair-case leading to the roof, and to use the passage from the 16 feet

wide common road running on the West of the premises upto the entrance of the stair-case on the northern side of the building which will be constructed by Shrimati Rekha Bhattacharjee for entry into and exit from her residential unit.

3. The right to lay underground main for sewerage, water connection and telephone and electrical connection on the land or space shall also be enjoyed by the Donee and Shrimati Rekha Bhattacharjee in common for all time to come.

4. The Donee shall also accommodate Shrimati Rekha Bhattacharjee to instal waterlines and pipes for various purposes and by the outside walls of the whole building

without any..... p/6.



- : 6 :-

without any let or hindrance as also to lay and erect poles etc surrounding the building for repairs or further construction, colouring etc., as and when required.

5. The main walls of the ground floor will always be repaired jointly by the Donee and the said Shrimati Rekha Bhattacharjee in case of any damage by Hurricane, Earthquake or any natural calamities.

6. The existing Septic Tank Chambers for sanitary latrine shall be for common use of the Donee and the said Shrimati Rekha Bhattacharjee and the cleaning and maintenance thereof will always be made jointly by both and the cost shared equally by them.

7. Maintenance charges of the outside walls will be borne by the Donee and the said Shrimati Rekha Bhattacharjee for their respective floors and the maintenance charges for water-drainage, sewers, rain water pipes and other items of common use shall be shared equally by both.

AND IT IS HEREBY AGREED AND DECLARED THAT :

1. The Donee shall allow the said Shrimati Rekha

Bhattacharjee, p/7.

Rekha Bhattacharjee to construct at her own expense a four-feet wide passage from the sixteen-feet wide Common Road running on the West of the premises upto the stairway on the northern side of the building. The passage, when constructed, will be used in common.

2. For receiving and storage of water, the Donee shall allow the said Shrimati Rekha Bhattacharjee to construct at her own expense a reservoir at a suitable place in the vacant portion of the land and to lay pipes connecting it with the existing water connection pipe within the premises or the underground pipe line of the Corporation of Calcutta outside. The Donee shall also allow the said Shrimati Rekha Bhattacharjee to instal at her own expense electric pump with motor for raising water to her first floor residential unit and for this purpose she may also instal an independent meter at a suitable place in the premises.

3. The Donee shall also allow Shrimati Rekha Bhattacharjee to sink a tube-well for water at a suitable site in the vacant land.

4. After construction of the residential unit on the first floor by the said Shrimati Rekha Bhattacharjee, the ground and first floors will be treated and considered as two separate units for assessment of Municipal taxes by the Corporation of Calcutta and the Donee and Shrimati Rekha Bhattacharjee will apply to the Corporation of Calcutta to assess tax separately and issue separate tax bills to them respectively.

A N D

5. All principal documents relating to the property will remain in the care and custody of the Donee and in case of

necessity she would remain bound to produce and exhibit the same to any Authority at the request of the said Shrimati Rekha Bhattacharjee.

6. Any matter not covered by this document and any contingency that may arise hereafter will be settled by mutual consultation amicably.

The Donor hereby agrees to sign and execute and procure registration of any kind of Deed of Rectification in case any kind of defect is detected in this document.

And the Donee hereby accepts the said gift of the said property fully described in the Schedule hereunder as testified by being party hereto and executing these presents.

THE SCHEDULE ABOVE REFERRED TO:

The one-storied building with ground floor accommodation, and surrounding vacant land measuring in total 2 (two) Cottahs 2 (two) Chhataks 20 (twenty) Square feet, being Municipal Premises No. 14, North Road, Calcutta-32 EXCEPT the entire area of the roof of the building including the pucca room on it, as also undivided one-half of the land underneath the building which have been sold out to Shrimati Rekha Bhattacharjee, the eldest daughter of the Donor for construction thereon of another residential unit for her by a registered deed of conveyance no. 16926 for 1982 registered in the District Registrar's Office, Alipur on 27th December, 1982, butted and bounded by boundary walls in the manner following, that is to say :

On the North - By the Municipal Premises No. 14A, North Road, Calcutta-32 belonging

to Shri.....p/9.

to Shri Debendra Chandra Bhattacharyya
(Boundary wall erected by Shri Bhattacharyya).

On the South - By vacant land (Boundary wall erected by Donor).

On the East - By the house of Dr. P. K. Roy
(Boundary wall erected by Donor).

On the West - By the 16-feet wide common passage.

IN WITNESS WHEREOF the Donor and the Donee hereto
has
have signed this Deed on the day, month and year first
above written.

Signed and delivered by Donor at Calcutta in the
presence of :

1. Dr. D. C. Bhattacharyya,
68, Acuritala Deor Road, Cal-35
2. D. C. Bhattacharyya - শ্রীমতী কানক প্রবা চক্রবর্তী -
Advocate - (Shrimati Kanak Prava Chakraborty)
D O N O R.

Signed and delivered by the Donee at Calcutta in the
presence of :

1. Abha Bhattacharya,
14A, North Road.
Cal-32. Accepted with gratitute.
2. D. C. Bhattacharyya,
Advocate

Rina Bhattacharjee
(Rina Bhattacharjee)

D O N E E.

Read over and explained
the contents of this document
to Shri. Kanak Prava Chakraborty
in vernacular.

D. C. Bhattacharyya
Advocate