

06231 Vol. 284. P. 74. 204409/04



MV 8,35,700/-

04AA 915849

23/11/04

addl. Dist. Sub-Registrar
Alipore South 24-Parganas

24.11.04

:DEED OF GIFT:

THIS DEED OF GIFT is made this the 23rd day of November, Two

Thousand Four **BETWEEN** 1) **SRI KAMAL KUMAR DUTTA**, son of Late Tarak Chandra Dutta, by occupation Business, 2) **SRI SANJIT**

KUMAR DUTTA, son of Late Tarak Chandra Dutta, by occupation Retired, both by faith Hindu, both are residing at 110/24, Selimpore Road, P.S. Jadavpur, Kolkata - 700031, hereinafter referred to as the

DONORS (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the

ONE PART:

Judicial Regn. Fees.

Rs. 3696/- received

as per M.R. No.

Alipore South 24-Parganas

24.11.04

24/11/04

Jadavpur

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5,00,000/-

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AND

SRI SANTOSH KUMAR DUTTA, son of Late Tarak Chandra Dutta,

by faith Hindu, by occupation - Business, now residing at 110/24,

Selimpore Road, P.S. Jadavpur, Kolkata - 700031, hereinafter referred to

as the **DONEE** (which term or expression shall unless excluded by or

repugnant to the context be deemed to mean and include his heirs,

executors, administrators, legal representatives and assigns) of the

OTHER PART:



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WHEREAS by virtue of an Indenture bearing date the 25th day of January, 1964 A.D., which was registered in the office of the Sub-Registrar of Alipore, District 24-Parganas now District South 24-Parganas and the said Deed had been recorded in Book No.I, volume No.14, pages from 206 to 218, Being No.654, for the year 1964, one Sri Priya Ranjan Choudhury, son of Raj Kumar Choudhury of Subhaspalli, P.S. Kharagpur, Dist. Midnapore, W.B., purchased a plot of total land



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measuring an area a little more or less 2 (two) cottahs 4 (four) chittaks 32 (thirty two) square feet, lying and situate at and being portion of C.S. Plot No.251 (in its Western part) under Khatian No.46, of Mouza - Selimpore, J.L. No.37, R.S. No.16, Touzi No.230/233, Pargana - Khaspur, within the limits of the Corporation of Calcutta now Kolkata Municipal Corporation Premises No.110/24, Selimpore Road, under Ward No.92, Kolkata - 31, Sub-Registry office Alipore, P.S. Jadavpur, District South 24-Parganas,



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from the then owners and possessors BALLYGUNGE REAL PROPERTY AND BUILDING SOCIETY LIMITED (formerly known as Ballygunge Bank Limited), a Public Limited Company incorporated under the Indian Companies Act, 1913 and then in liquidation and having its registered office at 26, Hindusthan Park, P.S. Ballygunge in the City of Kolkata represented by its Liquidator the official Liquidator High Court, Kolkata having his office at 12, Old Court House Street, Kolkata, therein referred to as the Vendor Company.

AND WHEREAS it is hereby declared that by virtue of the said Indenture No.654, of 1964, the aforesaid total land was actually purchased with the money of 1) Sri Santosh Kumar Dutta (the Donee of this Deed), 2) Sri Kamal Kumar Dutta (the Donor No.1 of this Deed), 3) Sri Sanjit Kumar Dutta (the Donor No.2 of this Deed), 4) Sri Ajit Kumar Dutta, 5) Sri Amal Kumar Dutta, all sons of Late Tarak Chandra Dutta, but in the name of their maternal Uncle Sri Priya Ranjan Choudhury. That is to say the said Priya Ranjan Choudhury was mere Be-namder of said Santosh Kumar Dutta and Four others, who were nephews of the said Priya Ranjan Chowdhury. And whereas by stating all facts and circumstances said Priya Ranjan Choudhury signed, executed and registered one Deed of Relinquishment bearing date 20.8.1968, which was registered in the office of the Sub-Registrar of Alipore, and the said Deed had been recorded in Book-I, volume No.100, Pages from 147 to 148, Being No.5402, for the year 1968, in favour of his said nephews namely Sri Santosh Kumar Dutta and four others. Accordingly by virtue of the said Deed of Relinquishment said Priya Ranjan Choudhury had absolutely relinquished his all right, title, interest, share, possession absolutely in respect of the said total land measuring an area more or less 2 cottahs 4 chittaks 32 sft. including one storeyed pucca structures

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erected thereon, in favour of and in the name of the said Santosh Kumar Dutta and 4 (four) others.

AND WHEREAS by this way said Santosh Kumar Dutta and 4 (four) others became absolute owners and possessors in respect of the said total land measuring an area a little more or less 2 cottahs 4 chittaks 32 sft. with pucca structures standing thereon, thereafter they had constructed 2 storeyed building thereon, morefully described in the First Schedule hereunder written and each of them having 1/5th (one-fifth) share, right, title, interest, possession thereof and all of them as joint owners have been enjoying their aforesaid total properties as its absolute owners and possessors, in fee simple, free from all encumbrances.

AND WHEREAS the Donee is the brother of the Donors and the Donors have great love and affection for the Donee. In consideration of natural love and affection which the Donors bear for the Donee and the said Donors out of their own free will and accord, without being influenced from any person or persons, desirous of making unconditional, irrevocable, absolute gift of the property morefully described in the

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Second Schedule hereunder written, to the and in favour of the Donee and the Donee has agreed to accept such gift.

NOW THIS DEED OF GIFT WITNESSETH That in pursuance of the said agreement and in consideration of natural love and affection which the Donors bear for the Donee, the said Donor No.1 Sri Kamal Kumar Dutta, freely and voluntarily grant, convey, transfer, gift all that his own undivided 1/5th (one-fifth) share, right, title, interest, possession of the abovenoted total property, which is equivalent to undivided area of land measuring more or less 7 chittaks 15.4 sft. and undivided portion of structure having its Super Built Up area more or less 496 sft., unconditionally and absolutely unto and in favour of the said Donee **AND** the Donor No.2 Sri Sanjit Kumar Dutta, out of his own abovenoted undivided 1/5th (one-fifth) share, freely and voluntarily grant, convey, transfer, gift all that his own 1/10th (one-tenth) share, right, title, interest, possession of the abovenoted total property, which is equivalent to undivided area of land measuring more or less 3 chittaks 30.2 sft. and undivided portion of structure having its Super Built Up area more or less

248 sft., unconditionally and absolutely, unto and in favour of the said Donee. That rest portion of said Donor No.2 Sri Sanjit Kumar Dutta have been retained by said Sanjit Kumar Dutta. That is both the Donors hereby gift and transfer total undivided area of land measuring more or less 11 chittaks 0.6 sft. and undivided portion of structure having its Super Built Up area more or less 744 sft., lying on the First Floor, morefully described in the Second Schedule hereunder written and hereinafter referred to as the "Said Scheduled Property", to the and in favour of the said Donee of this Deed. It is hereby declared by the Donors that after such gift and transfer and with the Donee's own undivided 1/5th (one-fifth) share, the Donee of this Deed shall be sole and absolute owner and possessor in respect of undivided area of land measuring more or less 1 (one) cottah 2 (two) chittaks 16 (sixteen) sft. and in respect of undivided portion of Super Built Up area more or less 1240 (twelve hundred-forty) sft., that is entire First Floor, more particularly shown in the map or plan annexed herewith, of the said total 2 storeyed building standing on the said total bastu land measuring area more or less 2 cottahs 4 chittaks 32 sft., lying and situate within the said Premises No.110/24, Selimpore Road, under Ward No.92, P.S. Jadavpur, Kolkata - 700031, District South 24-Parganas, together with all common areas, common facilities



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and common amenities, morefully described in the Third Schedule below, belonging to the said 2 storeyed building as well as belonging to the said Premises and all rights of ingress and egress and all using rights of roof and stair case and all easement rights whatsoever belonging to the said total Property, AND ALL right, title, interest, possession, advantages, profits, liberties, claims, demands whatsoever of the Donors unto or upon the said Scheduled property and every part or portion thereof TO HAVE AND TO HOLD the said Scheduled property mentioned in the Second Schedule below, hereby gifted and transferred by the Donors to the and in favour of the Donee absolutely, unconditionally and forever. That the Donors do hereby covenant with the Donee that notwithstanding any acts, deeds or matters whatsoever heretobefore done, executed or knowingly suffered to the contrary the said Donors are now lawfully seized and possessed of the said property in fee simple, free from all encumbrances and the Donors have full power and absolute authority to gift, transfer and the said Scheduled property in manner aforesaid. That the Donee shall hereafter peaceably and quietly hold, possess and enjoy the said property with absolute right and authority to sell, convey, gift, lease, mortgage, transfer whatsoever as its absolute owner and possessor without any lawful eviction, claim,

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interruption, claim, demand whatsoever from the Donors or from any person or persons. That the Donors covenant with the Donee to save the said Scheduled property harmless and shall at all times hereafter indemnify and keep indemnified the Donee from or against all encumbrances, losses, damages, and charges whatsoever. That the

of the donee

Donee Donors shall at the request/and at the costs of the Donors, do or execute or cause to be done or executed all such lawful acts, deeds whatsoever for further and more perfectly conveying and assuring the said Scheduled property and every part thereof in manner aforesaid according to the true intent and meaning of this Deed. That the Donors covenant with the Donee that simultaneously with the completion of this gift the peaceful vacant possession of the said Scheduled property shall be delivered by the Donors to the Donee, absolutely and forever. That the Donee shall have all rights to mutate his name as owner and possessor of the said Scheduled property and with his own share of property, in the records of the K.M.C. and in the records of any other authorities, in that event, this Deed shall be treated as the full and final consent of the Donors.

FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the Total Property)

ALL THAT piece or parcel of bastu land measuring an area a little more or less 2 (two) cottahs 4 (four) chittaks 32 (thirty two) sft. with 2 storeyed residential Old building erected thereon including all fittings and fixtures of the said Building, lying and situate within C.S. and R.S. Dag No.251 (two hundred fifty one) relating to Khatian No.46 of Mouza - Selimpore J.L. No.37, R.S. No.16, District Collectorate's Touzi No.230/233, Pargana - Khaspur, within the local limits of the Kolkata Municipal Corporation Premises No.110/24, Selimpore Road, Ward No.92, having its Assessee No.21-092-24-0108-1, Kolkata - 700031, under P.S. Jadavpur, Sub-Registry office - Alipore, District South 24-Parganas, are the total property described herein.

The said Premises being butted and bounded as follows :-

On the North : 20' ft. wide K.M.C. Road.

On the South : Portion of Dag No.241 and 248.

On the East : Premises No.110/24A, Selimpore Road, Dag No.251(P).

On the West : Premises No.112A, Selimpore Road.

SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the Property hereby gifted and transferred by the Donors
to the Donee of this Deed)

ALL THAT piece or parcel of residential pucca structure having its Super Built Up Area measuring more or less 744 (seven hundred forty four) sft., lying on and being undivided portion of the First Floor of the said 2 storeyed Building and ALL THAT piece or parcel of Bastu land measuring area more or less 11 (eleven) chittaks 0.6 sft. being undivided portion of the said Total Bastu land measuring area more or less 2 cottahs 4 chittaks 32 sft., all lying and situate within the said Premises No.110/24, Selimpore Road, under Ward No.92, Kolkata - 700031, of the Kolkata Municipal Corporation, P.S. Jadavpur, District South 24-Parganas, morefully described in the First Schedule of this Deed, AND undivided proportionate rights and shares of all common Areas, common facilities and amenities, fully mentioned in the Third Schedule of this Deed, belonging to the said Building and to the said Premises, with all easement rights and all rights of ingress and egress, including all rights, shares, title, interest, possession of the Donors, are the said Scheduled property, hereby gifted and transferred by the Donors to the and in favour of the Donee of this Deed, absolutely and forever.

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The said Scheduled property hereby gifted and transferred, being valued at Rs.5,00,000/- (Rupees Five Lac) only.

That the said total First Floor more particularly shown and delineated with the Colour "**RED**" in the Map or Plan annexed herewith, which being part and parcel of this Deed.

THIRD SCHEDULE ABOVE REFERRED TO:

(Proportionate rights and shares of common facilities and amenities of the following items shall be enjoyed by the Donee with the other co-owners of the said Building)

1. External walls, external drainage system, external water pipe lines belonging to the said building.
2. Septic Tank, Boundary walls, common using rights of common areas and open spaces surrounding the said building and belonging to the said premises.



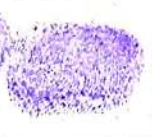






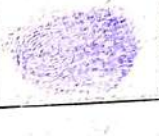

3. The K.M.C.'s Tap water connections, under ground water reservoir, over head water tank, Drains, Sewerages evacuation pipes from the said Building to the Corporation duct.
4. Rights of lateral, vertical, overhead, underneath, surrounding supports, in and upon all main load bearings, foundations, columns, beams belonging to the said building.
5. Electrical connections, fittings, fixtures and other accessories for lighting common areas, stair case, and operating and maintenance of water lifting electric motor pump and pump room and all electric consumption charges for the same.
6. Expenses for the maintenances of common Areas, exterior walls and common portions of the said Building.

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PHOTO	left hand					
	right hand					

Name












Signature

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	right hand					

Name Sanjit Kumar Verma



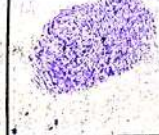
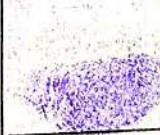

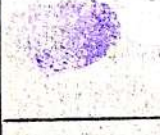





Signature Sanjit Kumar Verma

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	left hand					
	right hand					

Name Kunal Kumar Dha

Signature

Kunal Kumar Dha

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	left hand					
	right hand					

Name Sanjay Kumar Dha

Signature Sanjay Kumar Dha

GIFTED PLAN OF PREMISES NO. 110/24, SELIMPORE ROAD. KOLKATA:- 700031, UNDER K.M.C. WARD NO. 92.
PART OF R.S. DAG NO. 251, MOUZA- SELIMPORE, I.L. NO. 37.R.S.
KHATIAN NO. 46, TOUZI NOS. 230, 233, P.S. JADAVPUR.
DIST. SOUTH 24-PARGANAS

TOTAL LAND AREA- 2KT-9CH-3259¹/₂ FT²

SUPER SCALE:- 1" INCH = 10' 0"

BUILT UP (FIRST FLOOR)

NAME OF DONEE	LAND AREA	BUILT UP (FIRST AREA)		
SRI. SANTOSH KUMAR DUTTA.	SHARE 1/5 0-7-15'4"	1ST FLOOR 496 SFT.	2000	
SELF.	1/10 0-3-30'2"	248 "		
	TOTAL 0-11-00'6"	744 "		
	1/5 0-7-15'4"	496 "		
	1/10 0-3-30'2"	248 "		
NAME OF DONORS	SHARE	K-CH-SFT.	57' FT.	UND
SRI. KAMAL KUMAR DUTTA	1/5	0-7-15'4"	496 SFT.	SIFT
SRI. SANJIT KUMAR DUTTA	1/10	0-3-30'2"	248 "	PROR
OTHER'S LAND & HOUSE		0-11-00'6"	744 "	

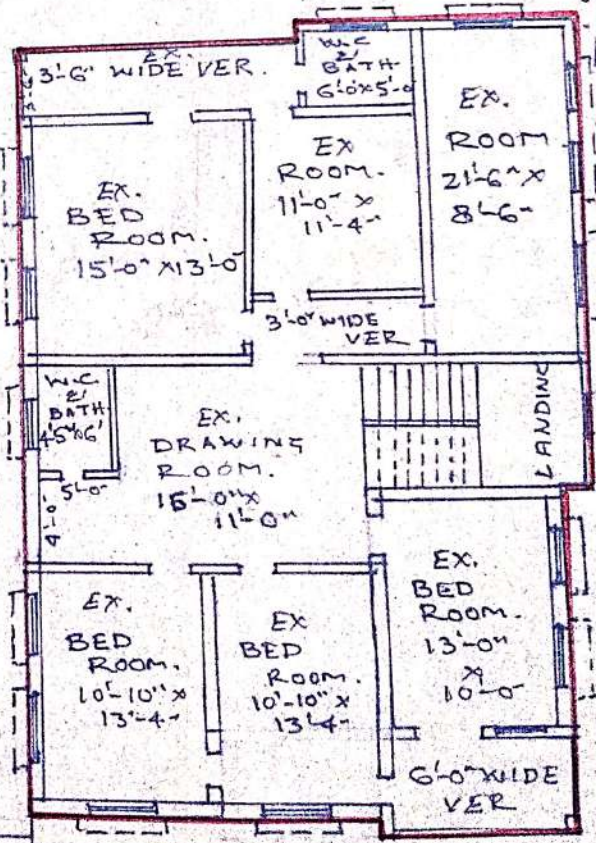
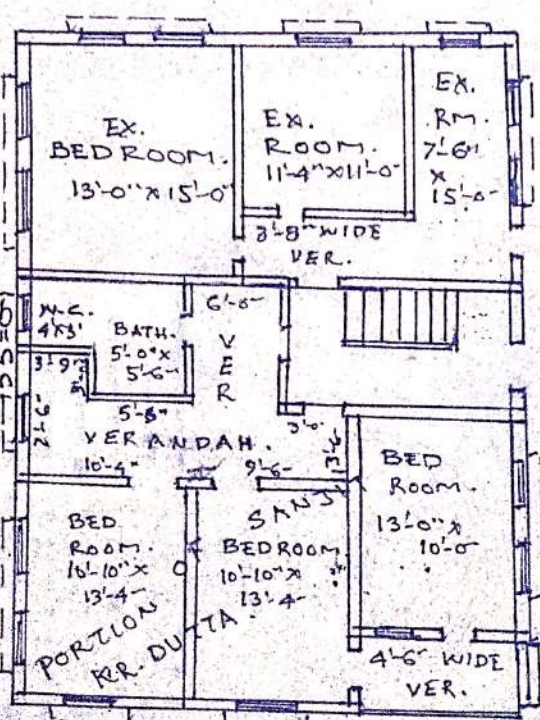
OTHER'S LAND & HOUSE
 NOS. 241. 248

UNDIVIDED
 GIFTED
 PROPORTION

Sanjit Kumar Dutta

Kamal Kumar Dutta

SIGNATURES OF DONORS



FIRST FLOOR PLAN.

TRACED BY- *G. B. Chakraborty* (D/MAN)

GROUND FLOOR PLAN, Santosh Kumar Dutta
G. B. CHAKRABORTY (D/MAN)
 Surveyor, Planner,
 188, Vivakananda Pally,
 P.B. - Sourabaya, Kolkata-700 180.

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IN WITNESS WHEREOF the Donors and the Donee have set and subscribed their respective hands and seals the day, month and year first above written.

WITNESSES:

1. Suresh Kumar Datta
43/6/42 Sheel Road
Kolkata - 31

2. RANJAN KUMAR DATTA
110/24, SELIMPUR ROAD
KOLKATA - 31

SIGNATURE OF THE DONORS:

I, the Donee accept this Gift with Gratitude.

SIGNATURE OF THE DONEE:

Drafted by me:

Bijan Paul
Adv.
(BIJAN PAUL) ADV.
Alipore Police Court,
Kolkata - 700027. W/13591/80,

Printed by me:

Ashis Kr. Mondal
(ASHIS KR. MONDAL)
Alipore Police Court,
Kolkata - 700027.



25.11.04
Dist. and Registrar
Alibor South RA-Parang

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