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भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

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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.

Addl. District Sub-Registrar
Behala, South 24 Parganas

DEED OF GIFT

26 MAR 2018

THIS DEED OF GIFT made this the 26th Day of March, Two Thousand Eighteen (2018) **B E T W E E N**

MR. DEVASHISH LAHIRI, OCI – (A 026750) son of Late. Pravateswar Lahiri, by Nationality – Indian, by faith - Hindu, by occupation – Service, represented by his constitute Attorney **MR. NIRANJAN MAITRA, PAN – (ADMPM0146N)** son of Late Narendra Nath Maitra, by Nationality – Indian, by faith – Hindu, by occupation - Retired, residing at P-387/A, Parnasree Pally, P.O. & P.S. Parnasree, Kolkata – 700060, District – 24 Parganas (South), West Bengal, hereinafter called and referred to as **DONOR** (which expression shall unless excluded be deem to include his heirs, successors, executors, administrators, and legal representatives and assigns) of the **ONE PART.**

A N D

MRS. NIBEDITA LAHIRI, PAN –(AFWPL2967E) wife of Sri. Devashish Lahiri and daughter of Sri. Nisith Kamal Sanyal, by faith – Hindu, by Nationality – Indian, by occupation – Housewife, presently residing at 7 Woodside Ave, Norwalk, CT 06855, USA, permanent residence at 384, Parnasree Pally, P.S. & P.O - Parnasree, Kolkata – 700060, District – 24 Parganas (South), West Bengal, hereinafter called and referred to as **DONEE** (which expression shall unless excluded be deem to include her

respective heirs, executors, successors, administrators, representatives and assigns) of the **OTHER PART**.

WHEREAS on 20th day of June, 1954 by way of an indenture of sale one Kshitindra Nath Khan son of Kshirode Nath Khan during his lifetime purchased **ALL THAT** piece and parcel of a bastu land measuring more or less 5 (five) Cottahs 3 (three) Chittacks 38 (thirty eight) Sq.ft together with One storied building standing thereupon which is lying and situated in the District – South 24 Parganas, Pargana- Balia, Mouza – Behala, Police Station – Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400, Khatian No. 66, from "Parnasree Pally Samavaya Samiti Ltd" being a Samiti registered under the Co-operative Societies Act, (Bengal Act XXI of 1940) by paying full consideration money as mentioned thereon which was duly recorded in the office of the District Sub-Registrar, Alipore, South 24-Parganas in Book No. 1, Volume No. 142, Pages from 240 to 242, Being No. 5598 for the year 1974.

AND WHEREAS the said Kshitindra Nath Khan obtained a sanctioned plan Vide No. 11999 dated 24-04-1959 for construction of one storied

building on the said premises from the then South Suburban Municipality and completed the construction of the said building on the year 1961 therefore the age of the building/structure is 56 years.

AND WHEREAS on 29th day of May, 1981 the said Kshitindra Nath Khan gifted Rabindra Nath Khan Bhaduri a portion of bastu land measuring 2 Cottahs 7 Chittacks more or less along with dilapidated structure standing there upon out of his total land measuring more or less 5 Cottahs 3 Chittacks 38 Sq.ft together with One storied building standing thereupon which is lying and situated in the District – South 24 Parganas, Pargana- Balia, Mouza – Behala, Police Station – Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400, Khatian No. 66, being Premises No. 25, Parnasree Pally Road No. III, P.S. Behala now Parnasree, Kolkata – 700060, the said Deed of Gift was duly registered in Book No. 1, Volume No. 241, Pages from 55 to 59, Being No. 6093 for the year 1981.

AND WHEREAS thus the said Kshitindra Nath Khan after gifting the portion of land measuring 2 Cottahs 7 Chittaks out of his total land measuring more or less 5 Cottahs 3 Chittacks 38 Sq.ft was left with a portion of land measuring 2 Cottahs 12 Chittacks 38 Sq.ft together with

one storied dilapidated building standing thereupon and he became the sole and absolute owner of the said portion.

AND WHEREAS thus the said Kshitindra Nath Khan died intestate on 27-05-1986 leaving behind his widow namely Smt. Sabitri Devi and married daughter namely Smt. Manju Lahiri.

AND WHEREAS after the demise of Kshitindra Nath Khan her legal heirs Smt. Sabitri Devi and Smt. Manju Lahiri mutated their names in the office of Assessor Collector and recorded their respective names in the Kolkata Municipal Corporation (S.S. Unit) and now the said premises known as Municipal Premises No. 25, Parnasree Pally Road No – III and Assessee No. 41-131-15-0025-2 under the limits of the Kolkata Municipal Corporation Ward No. 131 and seized and possessed the same free from all encumbrances.

AND WHEREAS on 06-04-1994 the said Smt. Sabitri Devi expired leaving behind her only married daughter Smt. Manju Lahiri wife of Sri. Pravateswar Lahiri as her sole and only legal heir and successor to inherit her according to the Hindu Succession Act, 1956.

AND WHEREAS the said Smt. Manju Lahiri became the sole and absolute owner by way of inheritance as the only legal heir of Sri.

Kshitindra Nath Khan and Smt. Sabitri Devi and seized and possessed the same free from all encumbrances.

AND WHEREAS the said Smt. Manju Lahiri herein thus became the sole and absolute owner of **ALL THAT** piece and parcel of a bastu land measuring more or less 2 Cottahs 12 Chittacks 38 (thirty eight) Sq.ft together with One storied building measuring more or less 550 Sq.ft standing thereupon which is lying and situated in the District – South 24 Parganas, Pargana- Balia, Mouza – Behala, Police Station – Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400, Khatian No. 66, being Municipal Premises No. 25, Parnasree Pally Road No – III and Mailing Address. P-384, Parnasree Pally, P.S. Parnasree, Kolkata – 700060, Assessee No. 41-131-15-0025-2 under the limits of the Kolkata Municipal Corporation Ward No. 131 and seized and possessed the same free from all encumbrances.

AND WHEREAS on 15th day of December, 2017 the said Manju Lahiri gifted her entire property to her only son namely Devashish Lahiri out of natural love and affection, the said Devashish Lahiri the Donor herein accepted the gift of his mother and became the sole and absolute owner of bastu land measuring 2 Cottahs 12 Chittacks 38 Sq.ft more or less

together with One storied building measuring more or less 550 Sq.ft standing thereupon which is lying and situated in the District – South 24 Parganas, Pargana- Balia, Mouza – Behala, Police Station – Behala now , Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400, Khatian No. 66, being Premises No. 25, Parnasree Pally Road No. III, P.S. Behala now Parnasree, Kolkata – 700060, the said Deed of Gift was duly registered in the office of the Additional District Sub-Registrar at Behala being Book No. 1, Volume No. 1607-2017, Pages from 323458 to 323487, Being No. 160710944 for the year 2017.

AND WHEREAS the Donee is the wife of the Donor who have always looked after the Donor. The Donor is residing abroad for his service purpose therefore out of natural love and affection towards his wife and in order to look after the said property of the Donor and to manage the property of the Donor, he wants to gift a portion of his property to the Donee herein.

AND WHEREAS now the Donor is presently residing at 7 Woodside Ave, Norwalk, CT 06855, USA, therefore it is impossible for him to travel to India and therefore he have made an appointment,

nomination and a[illegible] an Agent/Attorney who is his [illegible] near relative namely Niranjan Maitra by executing a Special Power of Attorney on 14th day of February, 2018 before the Notary Public, "PAUL REYES" Notary Public - Connecticut which was duly adjudicated on 28-02-2018 before the Stamp Superintendent, Kolkata Collectorate to execute and register a Deed of Gift in respect to undivided 5 Chittack land and undivided 50 Sq.ft pucca structure in favour of his beloved wife Nibedita Lahiri and handover all the relevant papers/documents in respect to the property.

AND WHEREAS now the Donor herein has made up his mind to make future provisions by way of a Deed of Gift in respect of his **ALL THAT** piece and parcel of a undivided portion of bastu land measuring more or less 5 Chittacks and undivided portion of pucca structure measuring 50 Sq.ft more or less out of total land measuring 2 Cottahs 12 Chittacks 38 (thirty eight) Sq.ft together with total cemented finished one storied building measuring 550 Sq.ft more or less along with 30 feet wide metal road on the southern side and right of user of 8' feet wide common passage on the eastern side for free ingress and egress along with all rights of easements and appurtenances attached herewith to the land standing thereupon which is lying and situated in the District – South 24

[illegible]rgana- Balia, Mouza - Beh[illegible] [illegible]on - Behala now Parnasree. A.D.S.R at Behala and D.S.R at Alipore R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400, Khatian No. 66, being Municipal Premises No. 25, Parnasree Pally Road No - III and Mailing Address. P-384, Parnasree Pally, P.S. Parnasree, Kolkata - 700060, Assessee No. 41-131-15-0025-2 under the limits of the Kolkata Municipal Corporation Ward No. 131 which is morefully and particularly described in the SECOND SCHEDULE hereunder written and the Donee herein is the wife of the Donor and the Donee is always taking care of his husband and the Donee have well regards and respect upon the Donor and as such the Donor has love and affection upon his wife.

AND WHEREAS the Donor herein has got deep natural love and affection towards the Donee herein, due to his dutifulness, politeness and responsibilities towards the Donor herein.

AND WHEREAS the Donor herein in consideration of his natural love and affection towards the Donee as stated above has expressed his desire to make a gift in respect of his **ALL THAT** piece and parcel of undivided portion of bastu land measuring more or less 5 Chittack together with undivided cemented finished one storied building

measuring 50 Sq. [illegible] along with 30 feet wide [illegible] the southern side and right [illegible] user of 8' feet wide common passage [illegible] eastern side for free ingress and egress along with all rights of easements and appurtenances attached herewith to the land standing thereupon which is lying and situated in the District – South 24 Parganas, Parganas-Balia, Mouza – Behala, Police Station – Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400 being Municipal Premises No. 25, Parnasree Pally Road No – III and Mailing Address. P-384, Parnasree Pally, P.S. Parnasree, Kolkata – 700060, Assessee No. 41-131-15-0025-2 under the limits of the Kolkata Municipal Corporation Ward No. 131 the total property is morefully described in the **FIRST SCHEDULE** and the gifted property is described in the **SECOND SCHEDULE** hereunder written and the Donor out of his free will without any provocation by anybody or by any way and the Donor in consideration of her natural love and affection towards the Donee herein which he bears to the said Donee, for the benefit, enjoyment and ownership of the Donee herein. And the Donee herein accepted the said Gift by putting her signature in the column of acceptance in this Deed of Gift.

AND WHERE the expression of the Donor [illegible] the Donee herein, the Donor hereby have made up his mind to gift in respect of his **ALL THAT** piece and parcel of undivided portion of bastu land measuring more or less 5 Chittack together with undivided cemented finished one storied building measuring 50 Sq.ft more or less along with 30 feet wide metal road on the southern side and right of user of 8' feet wide common passage on the eastern side for free ingress and egress along with all rights of easements and appurtenances attached herewith to the land standing thereupon which is lying and situated in the District – South 24 Parganas, Pargana- Balia, Mouza – Behala, Police Station – Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400 being Municipal Premises No. 25, Parnasree Pally Road No – III and Mailing Address. P-384, Parnasree Pally, P.S. Parnasree, Kolkata – 700060, Assessee No. 41-131-15-0025-2 under the limits of the Kolkata Municipal Corporation Ward No. 131, which is morefully described in the **SECOND SCHEDULE** hereunder written to the Donee herein and the Donor desires to execute this Deed of Gift in respect of the above mentioned **SECOND SCHEDULE** below property in favour of the Donee herein for his sole benefit, enjoyment

and/or ownership over the [illegible]DULE total property without [illegible] provocation and/or coercion by anybody with free mind and will for the sake of brevity it is to be called and referred to as the **"SAID GIFTED PROPERTY"** mentioned in the **SECOND SCHEDULE** below hereto and hereinafter the Donee will become the joint owner in respect to the total property of the Donor by the aforesaid Deed of Gift.

AND WHEREAS the Donee herein have no objection to accept this gift and she has agreed with the said offering of her husband, the Donor herein, by way of execution of these presents being testified herself as Donee hereto.

NOW THIS DEED OF GIFT WITNESSETH AND THE DONOR DECLARES as under : -

The **DONOR** herein do hereby and hereunder grant, convey, transfer, give and assure unto and to the use of the **DONEE** herein freely and voluntarily **"THE SAID GIFTED PROPERTY"**, mentioned and described in the **SECOND SCHEDULE** hereto, **TO HAVE AND TO HOLD** the same for her use and benefit absolutely and unconditionally forever.

AND WHEREAS the **DONEE** herein accept the gift of the said gifted property, mentioned and written in the **SECOND SCHEDULE** hereunder, made as testified by her being party hereto.

DONOR more declare as follows

That on and form this day, the [illegible] title, interest and possession in the said gifted property, mentioned in the Second Schedule hereunder, vests in favour of the **DONEE** herein absolutely and forever.

b) That by virtue of this Deed of Gift, the **DONEE** herein acquire right to possess the said gifted property in any manner she like and to transfer, sell and dispose of or let out and lease, liens, mortgage, charge etc. and use the said undivided land with structure for the purpose of mutation and amalgamation or to develop the property by engaging a promoter as her discretion and will without any restriction.

c) That from this day, the **DONOR** herein is divested of all his right, title and interest in the said gifted property and possession or claim of possession there over once for all as mentioned in the Second Schedule hereunder written.

d) That the **DONEE** herein on the basis of this Deed of Gift will record and mutate her name along with the name of the **DONOR** herein in the Office of the Kolkata Municipal Corporation (S.S. Unit), and B. L. & L. R. O. office and other competent authorities in respect of the said gifted property given as gifted hereby and shall pay the Municipal Taxes and rents etc accordingly.

THAT THE DONOR further declares : -

1. That the said [illegible] ty given as gift to the DO[illegible]

has all along been in [illegible]'S possession till this day, havi[illegible]

from all encumbrances, charges, liens, lispendence etc.

2. That the **DONOR** herein has not transferred the said gifted property or any part thereof to anybody else either by sale, gift or lease permanent or otherwise or subjected the same to any mortgage simple or usufructory and that the said gifted property is free from all encumbrances.

3. That the said gifted property is not the subject matter of any civil suit, criminal case or certificate case or other legal proceedings and is not a **DEVOTTAR** property or part thereof.

4. That the **DONOR** has not created any charge or lien over the said gifted property or any part thereof.

5. That the **DONOR** herein has not entered into any agreement either verbal or in writing for sale or grant of settlement of the said gifted property or any part thereof to anybody.

6. That the **DONOR** herein has a good and marketable title in the said gifted property.

7. That in case any internal error and/or errors is/are detected afterwards and any rectification Deed/Deeds is/are necessary, the **DONOR** herein binds himself including his legal heirs and successors

to execute and [illegible] ification Deed/Deeds at t[illegible]

DONEE herein as p[illegible] quest.

8. That the Donor herein is gifted **"THE SAID GIFTED PROPERTY"**, the morefully delineated and written in the **First Schedule** hereunder in favour of the Donee herein with free will and/or consent without any provocation by anybody and/or by the Donee herein.

AND WHEREAS the total value of the Gifted property, mentioned and described in the **Schedule** hereunder, is fixed at Rs. 60,000/- (Rupees Sixty Thousand) only and the Stamp duty has been paid accordingly as per Stamp Act.

FIRST SCHEDULE OF THE PROPERTY

(The total property)

ALL THAT piece and parcel of a bastu land measuring more or less 2 Cottahs 12 Chittacks 38 (thirty eight) Sq.ft together with cemented finished one storied building measuring 550 Sq.ft more or less consisting of Two(2) bed rooms, One(1) kitchen, One(1) bathroom cum W.C and One(1) Verandah along with 30 feet wide metal road on the southern side and right of user of 8' feet wide common passage on the eastern side for

and egress along with all easements and appurtenances attached herewith to the land standing thereupon which is lying and situated in the District – South 24 Parganas, Pargana- Balia, Mouza – Behala, Police Station – Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400, Khatian No. 66, being Municipal Premises No. 25, Parnasree Pally Road No – III and Mailing Address. 384, Parnasree Pally, P.S. Parnasree, Kolkata – 700060, Assessee No. 41-131-15-0025-2 under the limits of the Kolkata Municipal Corporation Ward No. 131, the said land with structure has been delineated with the **RED** border line in the **MAP** or **PLAN** annexed hereto being the part of these presents which is butted and bounded as follows :-

On the North : Premises No. 25/1, Parnasree Pally Road No. III;

On the East : 8' feet wide common passage;

On the West : Samity Plot No. 385;

On the South : 30' feet wide K.M.C metal road.

SECOND SCHEDULE OF PROPERTY

(The Gifted property)

ALL THAT undivided portion of bastu land measuring more or less 5 Chittack along with undivided 50 Sq.ft cemented finished One storied pucca structure standing thereupon along with 30 feet wide metal road on the southern side and right of user of 8' feet wide common passage on the eastern side for free ingress and egress along with all rights of easements and appurtenances attached herewith to the land standing thereupon which is lying and situated in the District – South 24 Parganas, Pargana- Balia, Mouza – Behala, Police Station – Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400, Khatian No. 66, being Municipal Premises No. 25, Parnasree Pally Road No – III and Mailing Address. 384, Parnasree Pally, P.S. Parnasree, Kolkata – 700060, Assessee No. 41-131-15-0025-2 under the limits of the Kolkata Municipal Corporation Ward No. 131.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals in this **DEED OF GIFT** on the day month and year first above written.

SIGNED SEALED AND DELIVERED

at Kolkata in presence of

WITNESSES :

1)

2)

Accepted by the within named Donee who have signed in this Deed of Gift in token of such acceptance by putting her signature

Nibedita Lahiri

SIGNATURE OF THE DONEE

Niranjan Maitra

As constituted Attorney of Devashish Lahiri

SIGNATURE OF THE DONOR

Drafted by :

Arindam Maity

Arindam Maity WB/1788/2010

18, Alipore Judges' Court

Kolkata - 700027

Computer Print at :

K. Maity.

34/1, Mahendra Banerjee Road

Kolkata - 700060

tificate : Registration under section 60 and Rule 69

gistered in Book - I

ume number 1607-2018, Page from 94899 to 94934

ng No 160702900 for the year 2018.

Seal of the Additional District Sub-Registrar, Behala, South 24 Parganas

Digitally signed by BISWARUP GOSWAMI
Date: 2018.03.27 17:09:41 +05:30
Reason: Digital Signing of Deed.

warup Goswami) 3/27/2018 5:09:30 PM

ITIONAL DISTRICT SUB-REGISTRAR

ICE OF THE A.D.S.R. BEHALA

t Bengal.

(This document is digitally signed.)