11344/17

I-10943/17

[1]

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

Z 109427

I-40,
15/12/17,

8-0-1708456/17

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
Tehala, South 24 Parganas

15 DEC 2017

DEED OF GIFT

THIS DEED OF GIFT made this the 15th Day of December, Two Thousand Seventeen **BETWEEN**

SMT. MANJU LAHIRI, PAN –(AVMPL8880C), wife of Late. Pravateswar Lahiri and daughter of Late Kshitindra Nath Bhaduri, by Nationality – Indian, by faith - Hindu, by occupation – housewife, represented by her constitute Attorney **SMT. 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 **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

SRI. DEVASHISH LAHIRI, OCI – (A 026750), son of Late. Pravateswar Lahiri, by Nationality – American, by faith - Hindu, by occupation – Service, presently residing at 7 Woodside Ave, Norwalk, CT 06855, USA, permanent residence at 384, Parnasree Pally, P.S. 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 his 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 one storied 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 the said Rabindra Nath Khan Bhaduri mutated his name in the office of Assessor Collector and recorded his respective name in the Kolkata Municipal Corporation (S.S. Unit) and now the said premises known as Municipal Premises No. 25/1, Parnasree Pally Road No - III and Assessee No. 411311500975 under the limits of the Kolkata Municipal Corporation Ward No. 131 and seized and possessed the same free from all encumbrances.

AND WHEREAS on 17th January, 2002 Smt. Manju Lahiri, Sri. Devashish Lahiri and Smt. Nibedita Lahiri purchased ALL THAT piece and parcel of bastu land measuring 2 Cottahs 7 Chittacks more or less along with 150 Sq.ft One storied pucca structure 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. 25/1, Parnasree Pally Road No. III, P.S. Behala now Parnasree, Kolkata – 700060, the said Deed of Sale was duly registered in the Office of the District Sub-Registrar – II at Alipore, Book No. 1, Volume No. 51, Pages from 41 to 53, Being No. 1971 for the year 2002.

AND WHEREAS the said Smt. Manju Lahiri, Sri. Devashish Lahiri and Smt. Nibedita Lahiri herein thus became the undivided 1/3rd co-sharer in respect to the total property i.e **ALL THAT** piece and parcel of bastu land measuring 2 Cottahs 7 Chittacks more or less along with 150 Sq.ft One storied pucca structure 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. 25/1, Parnasree Pally Road No. III, P.S. Behala now Parnasree, Kolkata – 700060, Assessee No. 41-131-15-0097-5 under the limits of the Kolkata Municipal Corporation Ward No. 131 and seized and possessed the same free from all encumbrances which is morefully and particularly described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the said Smt. Manju Lahiri the donor herein is the owner in respect to undivided portion of bastu land measuring more or less

585 Sq.ft along with undivided 50 Sq.ft One storied pucca structure 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. 25/1, Parnasree Pally Road No. III, P.S. Behala now Parnasree, Kolkata – 700060, Assessee No. 41-131-15-0097-5 under the limits of the Kolkata Municipal Corporation Ward No. 131.

AND WHEREAS the Donee is the only son of the Donor who have always looked after the Donor. The Donor is suffering from various severe physical ailments and therefore out of natural love and affection towards his son she wants to gift his property to the Donee herein.

AND WHEREAS now the Donor is presently residing at 7 Woodside Ave, Norwalk, CT 06855, USA, and has been strictly advised by the doctor not to travel in high altitude, therefore it is impossible for her to travel to India and therefore she have made an appointment, nomination and authorized an Agent/Attorney who is her daughter-in-law namely Smt. Nibedita Lahiri by executing a Special Power of Attorney on 16th day of October, 2017 before the Notary Public, "PAUL REYES" Notary Public - Connecticut which was duly adjudicated on 24-11-2017 before the Stamp Superintendent, Kolkata Collectorate to execute and register a Deed of Gift in favour of her beloved son Sri. Devashish Lahiri and handover all the relevant papers/documents in respect to the property.

AND WHEREAS now the Donor herein has made up her mind to make future provisions by way of a Deed of Gift in respect of her undivided 1/3rd share i.e **ALL THAT** undivided portion of bastu land measuring more or less 585 Sq.ft along with undivided 50 Sq.ft One storied pucca structure 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. 25/1, Parnasree Pally Road No. III and Mailing Address. 384, Parnasree Pally, P.S. Behala now Parnasree, Kolkata – 700060, Assessee No. 41-131-15-0097-5 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 only son of the Donor and the Donee is always taking care of his mother and the Donee have well regards and respect upon the Donor and as such the Donor has love and affection upon her son since his childhood.

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 her desire to make a gift in respect of her undivided 1/3rd share i.e ALL THAT undivided portion of bastu land measuring more or less 585 Sq.ft along

with undivided 50 Sq.ft cemented finished One storied pucca structure standing thereupon along with 8' feet wide common passage on the southern side for free ingress and egress along with all rights of easements and appurtenances attached herewith to the land 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. 25/1, Parnasree Pally Road No. III and Mailing Address. 384, Parnasree Pally, P.S. Behala now Parnasree, Kolkata – 700060, Assessee No. 41-131-15-0097-5 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 her 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 she bears to the said Donee, for the sole benefit, enjoyment and ownership of the Donee herein. And the Donee herein accepted the said Gift by putting his signature in the column of acceptance in this Deed of Gift.

AND WHEREAS as per the expression of the Donor herein towards the Donee herein, the Donor hereby have made up her mind to gift in respect of her **ALL THAT** undivided portion of bastu land measuring more or less 585 Sq.ft along with undivided 50 Sq.ft cemented finished One

storied pucca structure standing thereupon along with 8' feet wide common passage on the southern side for free ingress and egress along with all rights of easements and appurtenances attached herewith to the land 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. 25/1, Parnasree Pally Road No. III and Mailing Address. 384, Parnasree Pally, P.S. Behala now Parnasree, Kolkata - 700060, Assessee No. 41-131-15-0097-5 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 **FIRST SCHEDULE** total property without any 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 jointly the absolute 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 he has agreed with the said offering of his mother, the Donor herein, by way of execution of these presents being testified himself 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 his sole use and benefit absolutely and unconditionally forever.

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

THE DONOR more declare as follows : -

a) That on and form this day, the right, 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 he like and to transfer, sell and dispose of or let out and lease, liens, mortgage, charge etc. and use the said total land with structure for his residential purpose or to develop the property by engaging a promoter as his 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 his name in place 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 gifted property given as gift to the **DONEE** herein has all along been in **DONOR'S** possession till this day, having free 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 herself including her legal heirs and successors to execute and register the rectification Deed/Deeds at the cost of the **DONEE** herein as per his request.

8. That the Donor herein is gifted "**THE SAID GIFTED PROPERTY**", the morefully delineated and written in the **Second 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 **Second Schedule** hereunder, is fixed at Rs. 5,00,000/- (Rupees Five Lakhs) 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 7 Chittacks together with cemented finished one storied building measuring 150 Sq.ft. more or less consisting of One bed room and One bathroom cum W.C along with 8' feet wide common passage on the southern 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. 25/1, Parnasree Pally Road No – III and Mailing Address. 384, Parnasree Pally, P.S. Parnasree, Kolkata – 700060, Assessee No. 41-131-15-0097-5 under the limits of the Kolkata Municipal Corporation Ward No. 131, which is butted and bounded as follows :-

On the North : By Samiti Plot No. 386;

On the East : By Samiti Plot No. 383;

On the West : By Samiti Plot No. 385;

On the South : Land & building of Smt. Manju Lahiri and 8' feet wide common passage.

SECOND SCHEDULE OF THE PROPERTY

(The Gifted property)

ALL THAT undivided portion of bastu land measuring more or less 585 Sq.ft along with undivided 50 Sq.ft cemented finished One storied pucca structure standing thereupon along with 8' feet wide common passage on the southern side for free ingress and egress along with all rights of easements and appurtenances attached herewith to the land 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. 25/1, Parnasree Pally Road No. III and Mailing Address. 384, Parnasree Pally, P.S. Behala now Parnasree, Kolkata – 700060, Assessee No. 41-131-15-0097-5 under the limits of the Kolkata Municipal Corporation Ward No. 131.

IN WITNESS WHEREOF both 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) Amish Kumar Pandey
34/1 Mahendra Banerjee
P.S Parnasree
Kolkata - 700060

2) Poulomi Maity
34/1, Mahendra Banerjee
Road, Kolkata - 700060

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

Devashish Lahiri

SIGNATURE OF THE DONEE

Nibedita Lahiri

As constituted Attorney of Manju Lahir

SIGNATURE OF THE DONOR

Drafted by :

Arindam Maity WB/1788/2010

Arindam Maity

18, Alipore Judges' Court

Kolkata - 700027

Computer Print at :

K. Maity

34/ 1, Mahendra Banerjee Road

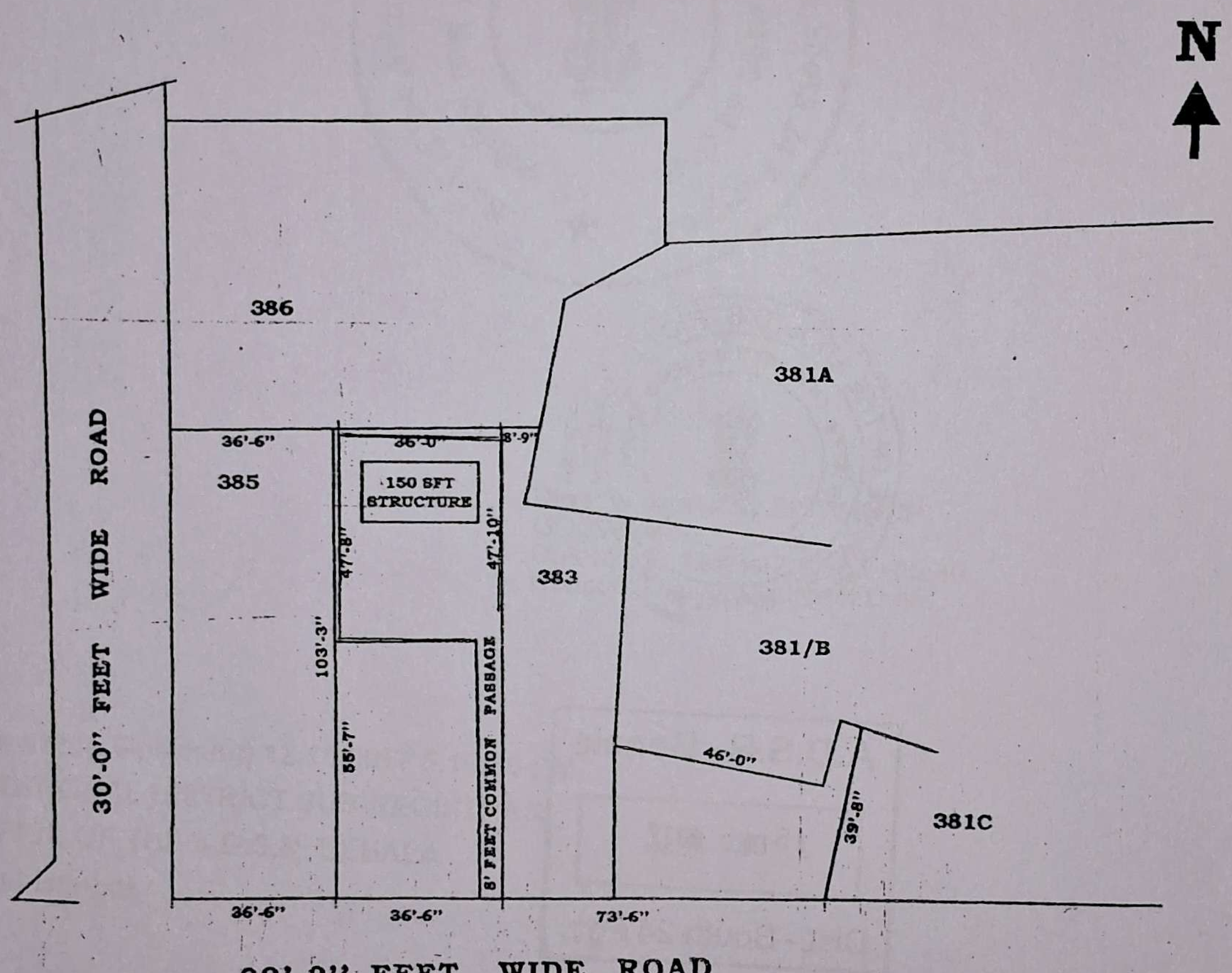
Kolkata - 700060

PLAN OF LAND WITH STRUCTURE LYING AND SITUATED AT MOUZA- BEHALA, J.L. NO. 2, R.S. NO. 83, TOUZI NO. 346, KHATIAN NO. 66, UNDER DAG NO. 401, 350 AND 400, WITHIN THE LIMITS OF KOLKATA MUNICIPAL CORPORATION, UNDER WARD NO. 131, PREMISES NO. 25/1, PARNASREE PALLY ROAD NO. III, POLICE STATION- PARNASREE, KOLKATA- 700060, DISTRICT: SOUTH 24 PARGANAS.

AREA OF UNDIVIDED GIFTED LAND MEASURING : 585 SQ. FT. MORE OR LESS
AREA OF UNDIVIDED GIFTED STRUCTURE MEASURING : 50 SQ. FT.

NAME OF THE DONOR : MANJU LAHIRI
NAME OF THE DONEE : DEVASHISH LAHIRI

SCALE - 1: 100



Nibedita Lahiri

represented by her constituted attorney

DONOR

Devashish Lahiri

DONEE

DRAWN BY:

Soy Biswas

Alipore Judges Court, Kolkata- 700027

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1607-2017, Page from 323488 to 323519

being No 160710943 for the year 2017.

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

Digitally signed by BISWARUP GOSWAMI
Date: 2017.12.18 17:17:03 +05:30
Reason: Digital Signing of Deed.

(Biswarup Goswami) 12/18/2017 5:16:56 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)