4661/12

D 03587/12

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

A 397367

03.05.12

SNO-8437/12

8.45 pm

Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheet/s attached with this document are the part of this document

- 4 MAY 2012

Addl. Dist. Sub-Registrar
Alipore, South 24 Parganas

1.C

1411

DEED OF GIFT

THIS DEED OF GIFT is made on this 3rd day of May,

Two Thousand Twelve (2012),

BETWEEN

SRI AJIT KUMAR NASKAR, son of Late Lalit Mohan Naskar, by Nationality Indian, by faith Hindu, by occupation - Business, residing at 77/1, Ashoke Road, P.S. Patuli, Kolkata – 700 084, hereinafter called and referred to as the **DONOR** (which expression shall unless repugnant to or excluded by the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns), of the **ONE PART.**

AND

SMT. SHIPRA NASKAR, wife of Sri Ajit Kumar Naskar, by Nationality Indian, by faith Hindu, by occupation – Housewife, residing at 77/1, Ashoke Road, P.S. Patuli, Kolkata – 700 084, hereinafter called and referred to as the **DONEE** (which expression shall unless repugnant to or excluded by the context be deemed to mean and include her heirs, executors, administrators, representatives and assigns), of the **OTHER PART.**

WHEREAS one Lalit Mohan Naskar, son of Haripada Naskar of 77/1, Ashoke Road, P.S. Patuli, Kolkata – 700 084, the father of the Donor herein, was absolute owner of plot of land measuring about 14 (Fourteen) Cottahs more or less with structure standing thereon, comprised in R.S. Dag No. 433 under R.S. Khatian No. 141 of Mouza - Bademasur, J.L. No. 31, R.S. No. 17, District Collectorate Touzi Nos. 246, 1516 – 1518, under Police Station Patuli formerly Jadavpur, within A.D.S.R. Office - Alipore, District - South 24 Parganas, within the Kolkata Municipal Corporation (K.M.C.) area in K.M.C. Ward No. 101, being K.M.C. Premises No. 59, Ashoke Road, Assessee No. 31-101-02-0059-7, Kolkata - 700 084 and other landed property;

AND WHEREAS said Lalit Mohan Naskar had love and affection towards his son Sri Ajit Kumar Naskar, the Donor herein;

AND WHEREAS said Lalit Mohan Naskar executed a Family Settlement Trust Deed on 9th March, 1984 in respect of his aforesaid property in favour of his son Sri Ajit Kumar Naskar, the Donor herein and said Family Settlement Trust Deed was registered in the Office of District Sub-Registrar at Alipore, South 24 Parganas and has been recorded in Book No. I, Volume No. 95 (X), pages 1 to 9 being Deed No. 3391 for the year 1984;

AND WHEREAS said Lalit Mohan Naskar died on 06.07.1992 leaving behind his aforesaid Family Settlement Trust Deed dated 09.03.1984 and after death of said Lalit Mohan Naskar said Sri Ajit Kumar Naskar, the Donor herein became absolute owner of aforesaid property as beneficiary of the said Family Settlement Trust Deed dated 09.03.1984;

AND WHEREAS Sri Ajit Kumar Naskar, the Donor herein is absolute owner seize and possess of plot of land measuring about 14 (Fourteen) Cottahs more or less with structure standing thereon, comprised in R.S. Dag No. 433 under R.S. Khatian No. 141 of Mouza - Bademasur, J.L. No. 31, R.S. No. 17, District Collectorate Touzi Nos. 246, 1516 – 1518, under Police Station Patuli formerly Jadavpur, within A.D.S.R. Office - Alipore, District - South 24 Parganas, within the Kolkata Municipal Corporation (K.M.C.) area in K.M.C. Ward No. 101, being K.M.C. Premises No. 59, Ashoke Road, Assessee No. 31-101-02-0059-7, Kolkata - 700 084, along with all easement rights therein, free from all encumbrances;

AND WHEREAS Sri Ajit Kumar Naskar, the Donor herein has natural love and affection towards his wife Smt. Shipra Naskar, the Donee herein;

AND WHEREAS said Sri Ajit Kumar Naskar, the Donor herein has decided to make a gift a plot of land measuring about 1 (one) Cottahs 13 (thirteen) Chittacks 4 (four) Sq.ft. more or less out of 14 (Fourteen) Cottahs more or less with a tiles

shed structure measuring about 100 sq.ft. standing thereon, comprised in R.S. Dag No. 433 under R.S. Khatian No. 141 of Mouza - Bademasur, J.L. No. 31, R.S. No. 17, District Collectorate Touzi Nos. 246, 1516 – 1518, under Police Station Patuli formerly Jadavpur, within A.D.S.R. Office - Alipore, District - South 24 Parganas, within the Kolkata Municipal Corporation (K.M.C.) area in K.M.C. Ward No. 101, being K.M.C. Premises No. 59, Ashoke Road, Assessee No. 31-101-02-0059-7, Kolkata - 700 084, along with all easement rights therein in favour of his wife Smt. Shipra Naskar the Donee herein out of natural love and affection towards her and this gifted property i.e. plot of land measuring about 1 (one) Cottahs 13 (thirteen) Chittacks 4 (four) Sq.ft. more or less and a tiles shed structure measuring about 100 sq.ft. standing thereon along with all easement rights therein being part of K.M.C. Premises No. 59, Ashoke Road, Assessee No. 31-101-02-0059-7 in K.M.C. Ward No. 101, Police Station Patuli formerly Jadavpur, Kolkata – 700 084 which is morefully and particularly described in the Schedule hereunder written and hereinafter called and referred to as the **said property** on which the Donor herein has clear marketable right and title and the Donee herein has no objection to accept such Gift.

NOW THIS INDENTURE WITNESSETH that in consideration of the natural love and affection which the DONOR had and still have for the DONEE, the DONOR do hereby and hereunder renounce his estate and right, title and interest with intent to vest the same (the **said property**) in and grant, convey, gift, transfer, give and assure, unto and to the use of DONEE, freely and voluntarily, **ALL THAT** his right and title of the **said property** mentioned and described in the Schedule hereunder written and deliver possession of the same unto and in favour of the DONEE **TO HAVE AND TO HOLD** the same for her use and benefit absolutely and unconditionally for ever and by this gift the DONEE shall become absolute sole

owner of the **said property**. The estimated value of the gifted property is Rs.8,00,000/- (Rupees Eight Lacks) only;

AND WHEREAS the DONEE hereby accepts the gift of the **said property** hereunder made as testified by her being a party hereto and executing these presents.

AND WHEREAS the DONOR declares as follows :-

a) That on and from this day the right, title, interest, possession of the **said property** mentioned in the Schedule hereinafter vest in the DONEE absolutely.

b) That by virtue of this Deed of Gift the DONEE acquires right to possess the **said property** in any manner like and to transfer, sell and dispose the same without restriction.

c) That from this day, the DONOR is divested all his rights, title and interest in the **said property** and possession or claim of possession to recover once for all.

d) That the DONEE on the basis of this Deed of Gift will mutate her name as sole owner in respect of the **said property** given as gift the hereby and shall pay Municipal taxes etc.

e) That the DONEE on the basis of this Deed of Gift shall have full right and authority to sell, transfer, convey, mortgage, gift, charges, lease of the **said property** without any interruption, disturbances, claims or demands whatsoever from or by the DONOR and/or any person or persons claiming through under or in trust for him.

<u>THAT THE DONOR further declares :-</u>

1. That the **said property** given as Gift to the DONEE, has all along been in DONOR'S possession till this day.

2. That the DONOR has not transferred the **said property** or any part thereof to anybody else either by Sale, by Gift, by Lease permanent or otherwise or subjected the same to any mortgage, simple or usufracturaly and that the **said property** is free from all encumbrances.

3. That the **said property** is not subject matter of any Civil Suit, Criminal Case, Certificate Case or other legal proceedings and is not a DEVOTTAR property or part thereof.

4. That the **said property** is not under any attachment by Civil, Criminal, or Revenue Court or any other Public Authority, nor has any part of the same been acquired or requisitioned by the State or any other Public Body.

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

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

7. That the DONOR has a good and marketable title in the **said property**.

8. That the **said property** is conveyed with all rights of easement of getting telephone, electric and water connections, drain and all the purposes when the occasions arises.

9. That the DONEE is entitled to take all legal measures against any person in respect of the **said property** by the strength of this Deed.

10. That in case any internal error is detected afterwards and any rectification Deed/Deeds is/are necessary, the DONOR bind himself to execute such rectification Deed/Deeds at the cost of DONEE.

THE SCHEDULE REFERRED TO ABOVE

(Description of the **said gifted property**)

ALL THAT piece and parcel of plot of land measuring about 1 (one) Cottahs 13 (thirteen) Chittacks 4 (four) Sq.ft. more or less out of 14 (Fourteen) Cottahs more or less with a tiles shed structure measuring about 100 sq.ft. standing thereon, comprised in R.S. Dag No. 433 under R.S. Khatian No. 141 of Mouza - Bademasur, J.L. No. 31, R.S. No. 17, District Collectorate Touzi Nos. 246, 1516 – 1518, under Police Station Patuli formerly Jadavpur, within A.D.S.R. Office - Alipore, District - South 24 Parganas, within the Kolkata Municipal Corporation (K.M.C.) area in K.M.C. Ward No. 101, being part of K.M.C. Premises No. 59, Ashoke Road, Assessee No. 31-101-02-0059-7, Kolkata - 700 084, together with all rights, facilities, easement rights, materials, fittings, fixtures, trees etc. therein along with all easement rights on adjoining road on which the Donor herein shall have every right to take all sorts of connections in or underneath the said road free from all encumbrances. The gifted property shown in annexed map/plan hereto and demarcated by **RED** border line. The boundary of the four sides of the gifted land is as follows :-

ON THE NORTH	:	Donor's remaining land;
ON THE SOUTH	:	House of P. Paul;
ON THE EAST	:	Donee's land;
ON THE WEST	:	5.1 Mtr. feet wide K.M.C. Road.

IN WITNESSES WHEREOF the parties have hereto set and subscribed their hands and signatures on the day month and year first above written.

SIGNED SEALED AND DELIVERED IN KOLKATA in presence of the following

Witnesses :

1. Gautam Dhar Chaudhuri
E/46 Baghajatin
Kol-700086

Ajit Kumar Haskar
Signature of the Donor

2. Surya Prasad Datta Ry.
Adv.
Alipore Judges' Court,
Kol-27,

I do hereby willfully accept the Gift

Sipra Naskar
Signature of the Donee

Drafted & Prepared by :

Surya Prasad Datta Roy
Advocate
Alipore Judges' Court,
Kolkata-700027.

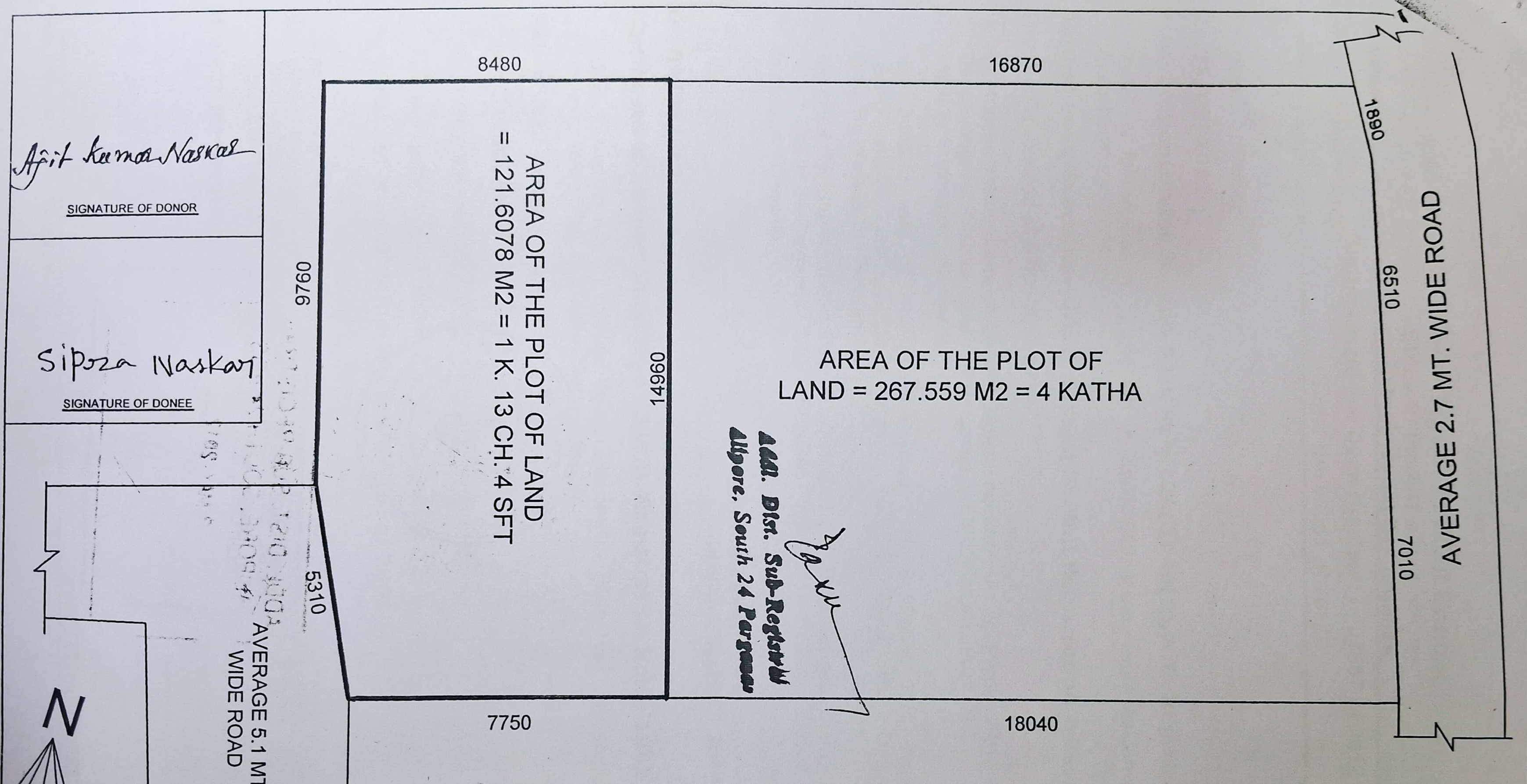
D. Roy & Co.

Ajit Kumar Naskar

SIGNATURE OF DONOR

Sipra Naskar

SIGNATURE OF DONEE



SITE PLAN OF PORTION OF LAND UNDER R.S. DAG NO - 448 (PART), KHATIAN NO 143, J.L. NO - 31,MOUZA - BADEMASAR, P.S. PATULI, DIST - 24 PGS. (SOUTH), PREMISES NO. - 59 ASHOKE ROAD, UNDER K.M.C. WARD NO. - 101, BOROUGH - XII, KOLKATA - 700 084. ASSESS NO. 31- 101-02-0059-7

SCALE : 1:150

DRAWN BY

BIVAS BISWAS
L.B.S. NO - 766
CLASS 1 OF KMC

Government Of West Bengal

Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 03587 of 2012

(Serial No. 04661 of 2012)

On

Payment of Fees:

On 03/05/2012

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 20.45 hrs on :03/05/2012, at the Private residence by Ajit Kumar Naskar ,Executant.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 03/05/2012 by

1. Ajit Kumar Naskar, son of Lt Lalit Mohan Naskar , P. S. Patuli, 77/1, Ashoke Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700084 , By Caste Hindu, By Profession : Business
2. Sipra Naskar, wife of Ajit Kumar Naskar , P. S. Patuli, 77/1, Ashoke Avenue, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700084 , By Caste Hindu, By Profession : House wife

Identified By Surya Prasad Datta Roy, son of . ., Alipur Judges Court, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700027 , By Caste: Hindu, By Profession: Advocate.

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 04/05/2012

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 33(i), 5 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 17966.00/-, on 04/05/2012

(Under Article : A(1) = 17952/- ,E = 14/- on 04/05/2012)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-16,32,216/-

Certified that the required stamp duty of this document is Rs.- 8181 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

Government Of West Bengal

Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 03587 of 2012

(Serial No. 04661 of 2012)

Deficit stamp duty Rs. 3181/- is paid, by the draft number 454507, Draft Date 03/05/2012, Bank Name State Bank of India, RIFLE CLUB ROAD (BANSDRONI), received on 04/05/2012

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 16
Page from 3782 to 3795
being No 03587 for the year 2012.

(Arnab Basu) 10-May-2012
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. ALIPORE
West Bengal