

পশ্চিমবঙগ पश्चिम ब्लंगाल WEST BENGAL

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GIFT DEED

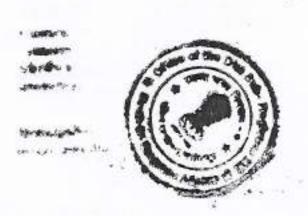
Value of the gifted property is Rs. 5,00,000/- (Rupees Five Lakh) only.

THIS DEED OF GIFT is made on this the 5th day of June, Two Thousand Twelve (2012).

BETWEEN

SRI KAUSHIK DUTTA, son of Ajit Kumar Dutta, by faith Hindu, by occupation business, presently residing at No. 230/1, Raipur Road, Police Station -previously Jadavpur, presently Patuli, Kolkata - 700 047, hereinafter be referred to as "DONOR" (which term unless excluded by or repugnant to the subject or context shall mean and include his heirs, executors, legal representatives and assigns) of the ONE PART.

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Chandan Gwarni. 5/0 Late Chuni Gopal Gwarni 6/6/1F, Padma Rukur Road. Kolkata-700 092 Occupation-Business

AND

SRI AJIT KUMAR DUTTA, son of late Abinash Chandra Dutta, by faith Hindu, by occupation retired, residing at No. 230/1, Raipur Road, Police Station - Patuli, Kolkata - 700 047, hereinafter be referred to as the "DONEE" (which term unless excluded by or repugnant to the subject or context shall mean and include his heirs, executors, legal representatives and assigns) of the OTHER PART.

WHEREAS:

One Suburban Agricultural Diary Fisharies Ltd., having its registered office at No. 75, Badridas Temple Street, Gouribari, Police Station – Maniktala, Kolkata, filled a suit for partition against Kumud Krishna Mondal and others before the Ld. 3rd Court of Subordinate Judge at Alipore being Title Suit No. 16 of 1941 in respect of the property situate under Mouza Nayabad under Khatian Nos. 117 and 118, Dag Nos 195 and 196, Police Station - Kasba in District of 24-Parganas along with other properties.

After hearing both the parties the Learned Court was pleased to decree the suit in preliminary form and thereafter final decree was drawn on the basis of the Ld. Commissioner's report and the necessary allotments by demarcation were made among the parties in suit were in possession.

By virtue of the partition one Kamala Bala Mondal and one Gorachand Mondal being the legal heirs of late Bholanath Mondal who was the Defendant No.4 of the said Partition Suit at that time residing at No. 81/3, Tollygunge, Kolkata – 700 033 has been allotted and demarcated 20 Bighas of Sali land with other properties and the same has been more fully described in the Schedule of the said Decree in Title Suit No. 16 of 1941.

On the basis of the Partition Decree the said Kamala Bala Mondal and the said Gorachand Mondal having seized and possessed and enjoyed the said property and recorded their names in the office of the Municipality and paid the taxes regularly.

The said Gorachand Mondal made a registered General Power of Attorney in favour of his mother Kamala Bala Mondal as aforesaid for sale, Gift, Mortgage or any kind of transfer in respect of his immovable properties on his behalf since he was living in Canada then.

By virtue of the said Power of Attorney the said Kamala Bala Mondal made an agreement for sale on 11.10.1980 of their 20 bigha of Sali Land in respect of their shares in the property with one Sasanka Chowdhury, son of Late Kali Krishna Chowdhury of 5/21, Bijoygarh, Police Station Jadavpur, Kolkata — 700 032 and one Dhirendra Nath Moitra, son of Sri Bhusan Mohan Moitra of 2/65, Gandhi Colony, Police Station — Tollygunge, Kolkata — 700 040 for valuable price and/or consideration.



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Being refused to sell by the said Kamala Bala Mondal, Sasanka Sekhar Chowdhury and Dhirendra Nath Moitra as aforesaid filed a suit for Specific Performance of Contract in the Court of the Learned 3rd Court of Subordinate Judge at Alipore being Title Suit No. 264 of 1982 against said Kamala Bala Mondal and Gorachand Mondal. The suit was decreed on 29.03.1984 in favour of the said Sasanka Sekhar Chowdhury and the said Dhirendra Nath Chowdhury with a direction to deposit the balance amount in court.

After such judgment of Mr. B. K. Lala, the learned 3rd Court of Sub-ordinate Judge at Alipore and in compliance with the direction the said Sasanka Sekhar Chowdhury and the said Dhrendra Nath Moitra deposited the balance amount of Rs. 59,000.00 (Rupees Fiftynine thousand) only in Court Vide Challan No. 20670 (v) on 01.09.1984 and after full satisfaction of the learned Court the Sale deed was made on 12.12.1984 and duly executed and registered in favour of the said Sasanka Sekhar Chowdhury and the said Dhirendra Nath Moitra through Court.

Being in need of money the said Sasanka Sckhar Chowdhury and the said Dhirendra Nath Moitra jointly sold out their lands to different purchasers including to one Sri Amal Chakraborty, son of Indu Bhusan Chakraborty of 153, Seth Bagan Road, Kolkata – 700 030, Police Station Dum Dum purchased a land through a deed of sale being No. 219 dated 15.01.1985, which subsequently became Plot Nos. 8 & 9 in Sector III of D.P.K. Housing Society.

The said Amal Chakraborty out of the said area transferred to one Indira Bhattacharya and Sri Pranab Bhattacharya by way of deed of sale being No.4693 dated 15.03.1986, demarcated area of land measuring about 3 Cottahs 42 Sqft marked with the said Plot No.8

Sri Amal Chakraborty also transferred the balance property in favour of one Sunanda Bose and Debaprasad Bose, since deceased, through a deed of sale being No. 6922 for the year 1986, demarcated area of land measuring about 3 Cottahs 7 Chittaks an13 Sqft, marked with the said Plot No.9

The said Debaprasad Bose died intestate on 02.03.2000, leaving behind the heirs a) Smt. Sunanda Bose (wife) b) Smt. Anindita Mukherjee (daughter) c) Smt. Jayati Sinha (daughter)

The undivided 1/srd share of late Debaprasad Bose, thus devolved upon his heirs.

The owners (1) Indira Bhattacharya, (2) Pranab Kumar Bhattacharya, (3) Sunanda Bose (4) Anindita Mukherjee and (5) Jayati Sinha by virtue of the aforesaid jointly became owners in respect of the said property, which corresponds to Plot Nos 8 & 9.

The owners as mentioned above of the landed property as mentioned herein left some portion of the land for betterment of infrastructure of that area, after leaving some portion of land the landed property altogether measuring about 5 Cottah 13 Chittaks 35 Sqft situated and lying at being Dag No.195, appertaining to R.S. Khatian No.117 and 118, Mouza — Nayabad, J.L No. 25, Touzi No.56, being part of aforesaid Plot Nos. 8 & 9, Police Station previously Kasba, presently Purba-Jadavpur, within local limits of Kolkata Municipal Corporation, District South 24-Parganas.

By an Indenture of Sale, executed on 29.04.2005, made between (1) Smt. Indira Bhattacharya, (2) Sri Pranab Kumar Bhattacharya, (3) Smt. Sunanda Bose (4) Smt. Anindita Mukherjee and (5) Smt. Jayati Sinha referred to therein as the Vendor of the One Part and Sri Kaushik Dutta, the Donor herein, referred to therein as the Purchaser of the other part, registered in the office of the District Sub—Registrar III, Alipore, South 24 - Parganas and recorded in Book No. I, Volume No. 8, Pages 4837 - 4859, Being No. 03597, for the year 2005, the Vendors therein, for the consideration mentioned therein, sold, transferred, assigned and assured to and in favour of the said Kaushik Dutta, a piece of land measuring about 05 Kottah - 13 CH - 35 SQFT, pertaining to Dag No. 195, R.S. Khatian No. 117 & 118, J.L. No. 25, Touzi No. 56, District - South 24 - Parganas, within the limits of the Kolkata Municipal Corporation. (Which is more fully and particularly described in Schedule - "A" hereunder written)

The said land as aforesaid stands mutated in record of B.L & L.R.O in the name of Sri Kaushik Dutta.

The said land as aforesaid stands mutated in the record of the Kolkata Municipal Corporation vide Assessee No. 31-109-08-3267-0, being Premises No. 2918, Nayabad.

Now Kaushik Dutta seized and possessed and/or otherwise well sufficiently entitled to all that land measuring 5 Kottah - 13 CH - 35 Sqft, in aggregate.

Kaushik Dutta is running business which involves much more time than normal schedule and responsibility, so it is not feasible for him to look after this landed property and the Donee is the father of the Donor Sri Kaushik Dutta, so he wants to hand over the responsibility of this said landed property to the Donee Sri Ajit Kumar Dutta.

NOW THIS DEED OF GIFT WITNESSETH that in pursuance of the said Deed of Gift and in consideration of natural respect towards his father which the donor bears for donce, the said donor out of his respect towards his father, freely and voluntarily and in his full possession of his good and full senses do hereby forever grant, transfer, convey, gift, handed over unto the Donce All That The Land measuring about 5 Cottah 13 Chittaks 35 Sqft, along with a Tileshed brick-built structure measuring about 150 Sqft, which has been morefully and particularly mentioned in the schedule written hereunder and delineated and depicted by the coloured "RED" lines with the map or plan is annexed hereto, and all the right, title, interest, possession, claim, demand whatsoever of the said property of the Donor into or upon the said schedule below property and every part thereof TO HAVE AND HOLD AND ENJOY the said property hereby gifted and transferred by the Donor to the and unto the Donee absolutely and forever free from all encumbrances relating to the said schedule below property.

AND WHEREAS the Donor hereby covenant with the Donce that Notwithstanding any acts, deeds, and things whatsoever hereto before done, executed and/or knowingly suffer to the contrary the Donor is now lawfully seized and possessed of the schedule below property free from all encumbrances and the Donor of his full power and absolute authority hereby gift, transfer, the said property in the manner aforesaid.

AND WHEREAS the Donee shall hereafter peacefully and quietly hold, posses and enjoy the said schedule property as it's absolute right owner and shall have right to record his name before the Kolkata Municipal Corporation Assessment Registrar and shall have right and authority whatsoever as absolute owner without any lawful eviction, claim, interruption, demand from the Donor or any person or persons. And the Donor covenant with the Donee to save the said property harmless, indemnify and keep the same indemnified the Donee from or against all encumbrances or charges whatsoever.

AND WHEREAS the Donee shall pay all rents, taxes, revenues whatsoever and all charges, levies and impositions payable for the time being by the Donee as owner of the schedule below property and in addition thereto pay all other liabilities charges for repairing, maintenance and replacement payable by the Donee under the rules and regulations prevailing at that relevant time and time to time.

SCHEDULE 'A' AS REFERRED TO HEREIN ABOVE

ALL THAT THE SAID LAND measuring about 05 Kottah - 13 Chittak - 35 Sqft. along with a Tileshed brick-built structure measuring about 150 Sqft, pertaining to Dag No. 195, R.S. Khatian No. 117 & 118, J.L No. 25, Touzi No. 56, District - South 24 - Parganas, within the limits of Kolkata Municipal Corporation, Assessee No. 31-109-08-3287-0, Premises No 2918, Nayabad, Police Station - previously Kasba presently Purba-Jadavpur, Kolkata - 700 099.

The land is butted and bounded in the following manner:

On the North: Plot of S.C Construction (part of Dag No. 195)

On the South: 30' - 00" Wide Road.

On the East: Plots of D.P.K Housing Society (Part of Dag No. 195)

On the West: Land with building of Goutam Mitra.

IN WITNESS WHEREOF the above named Donor and Donee have hereunto set and subscribed their respective signatures and hands on these presents on the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the Parties at Kolkata in the presence of :-

WITNESSES:

1. Chandan Gasami 6/6/18, Padma Pukur Road Kolkata - 700092 (SIGNATURE OF DONOR.)

I, the above named Donce hereby accept the such gift gladly.

DRATED BY ME

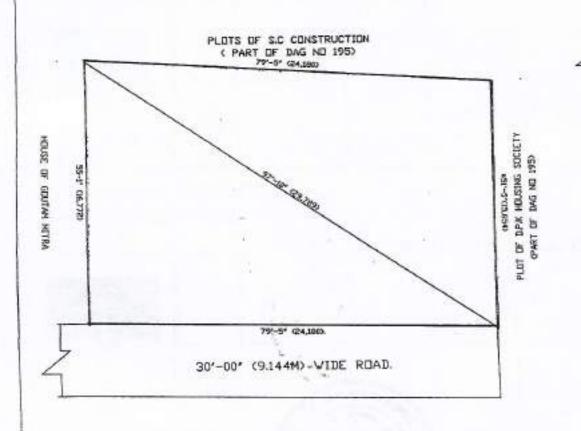
230/1, RAIPUR ROAD.

KOLKATA - 700 047.

ALL THAT LAND AT MOUZA - NAYABAD, J.L. NO. 25, R.S. DAG NO. 195 (P), KHATIAN NO. 117, UNDER K.M.C PREMISES NO. 2918, NAYABAD, ASSESSEE NO. 31- 109 - 08 - 3287 - 0, WARD NO. 109 , BR - XII, KOLKATA - 700 099, DIST - SOUTH 24 - PARGANAS.

LAND AREA SKT - 13CH - 35 SQFT.

LAND AREA SHOWN BY ' RED ' MARK



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Signature



Government Of West Bengal Office Of the D.S.R. - III SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 04857 of 2012 (Serial No. 05151 of 2012)

On

Payment of Fees:

On 05/06/2012

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), 4 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 49854.00/-, on 05/06/2012

(Under Article : A(1) = 49808/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 05/06/2012)

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.-45,28,139/-

Certified that the required stamp duty of this document is Rs.- 22661 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 21750/- is paid, by the draft number 556678, Draft Date 04/06/2012, Bank Name State Bank of India, JADAVPUR UNIVERSITY, received on 05/06/2012

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

Presented for registration at 11.15 hrs on :05/06/2012, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Sri Ajit Kumar Dutta ,Claimant.

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

Execution is admitted on 05/06/2012 by

- Sri Kaushik Dutta, son of Ajit Kumar Dutta, 230/1, Raipur Road, Kolkata, Thana:-Jadavpur, P.O.:-, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700047, By Caste Hindu, By Profession: Business
- Sri Ajit Kumar Dutta, son of Late Abinash Chandra Dutta, 230/1, Raipur Road, Kolkata, Thana:-Jadavpur, P.O.:-, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700047, By Caste Hindu, By Profession: Retired Person

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(Rajendra Prasad Upadhyay)

*DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

EndorsementPage 1 of 2

05/06/2012 11:

Government of West Bengal

Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue
Office of the D.S.R. - III SOUTH 24-PARGANAS, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 05151 / 2012, Deed No. (Book - I , 04857/2012)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Ajit Kumar Dutta 230/1, Raipur Road, Kolkata, Thana:-Jadavpur, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047	05/06/2012	LTI 05/06/2012	Ajet Kuus Duth 5.6.12

II . Signature of the person(s) admitting the Execution at Office

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Kaushik Dutta Address -230/1, Raipur Road, Kolkata, Thana:-Jadavpur, P.O.:-, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700047	Şelf		e E	Kaushik Duth
			05/06/2012	05/06/2012	
2	Ajit Kumar Dutta Address -230/1, Raipur Road, Kolkata, Thana:-Jadavpur, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin:-700047	Self		LIT	Ajit Xuus De
		-	05/06/2012	05/06/2012	

Name of Identifier of above Person(s)

Chandan Goswami
6/6/1 F, Padma Pukur Road, Kolkata,
Thana:-Jadavpur, P.O.:-, District:-South
24-Parganas, WEST BENGAL, India, Pin:-700092

Signature of Identifier with Date Chandan Gwami 5/6/12



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(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R. - III SOUTH 24-PARGANAS

Government Of West Bengal Office Of the D.S.R. - III SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 04857 of 2012 (Serial No. 05151 of 2012)

Identified By Chandan Goswami, son of Late Chuni Gopal Goswami, 6/6/1 F, Padma Pukur Road, Kolkata, Thana:-Jadavpur, P.O.:-, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700092, By Caste: Hindu, By Profession: Business.

(Rajendra Prasad Upadhyay) DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

Nipur South 24 Pergana

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
EndorsementPage 2 of 2

05/06/2012 11:39:0

Conficate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 11 Page from 47 to 59 being No 04857 for the year 2012.



(Rajendra Prasad-Upadhyay) 65-June-2012 DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS Office of the D.S.R. - III SOUTH 24-PARGANAS West Bengal

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