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7-11818/08

भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

4,80,185

B 696591

पश्चिम बंगाल WEST BENGAL



Kajal Bhattacharjee



Kuntal Kr. Bhattacharjee

The Document is attested by the Signatures of the parties and the witnesses and is attached to this document and the date of its execution.

DEED OF GIFT

8.12.08

THIS DEED OF GIFT made this 14th day of August, Two Thousand Eight (2008) B E T W E E N KAJAL BHATTACHARJEE, Son of Late Kalidas Bhattacharjee, aged about 52 years, by faith - Hindu (Brahmin) by occupation - Business, residing at 2/1, Uma Kanta Sen Lane, P.S. Chitpore, Kolkata - 700030, hereinafter referred



पश्चिम बंगाल WEST BENGAL

B 696592

(2)

to as the "D O N O R" (which expression shall unless otherwise repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the ONE PART A N D KUNTAL KUMAR BHATTACHARJEE, Son of Late Kalidas Bhattacharjee, aged about 48 years, by faith - Hindu (Brahmin), by occupation - Service and residing



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

B 696593

(3)

at 2/1, Uma Kanta Sen Lane, P.S. Chitpore, Kolkata - 700030
hereinafter referred to as the "D O N E E" (which expression
shall unless otherwise repugnant to the context be deemed
to mean and include his heirs, executors, administrators and
assigns) of the OTHER PART.



पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

B 696594

(4)

W H E R E A S one Harimoni Devi was the Owner of all that piece and parcel of 3 Cottahs and 06 Sq.ft. of bastu land being Premises No.2/1, Uma Kanta Sen Lane, P.S. Chitpore, comprised under Division - 1, Sub-Division - 17, Holding No.36, under the then Calcutta Corporation, District: 24-Parganas.



अष्टिगुब्ज पश्चिम बंगाल WEST BENGAL

C 932851

(5)

AND WHEREAS while seized and possessed as such afore-said Harimoni Dasi by executing a bengali deed of kobala dated 5th February, 1945 registered in the office of the Sub-Registrar at Sealdah in its Book No.I, Volume No.16, Pages 1 to 5 being No.224 of 1945 sold, conveyed and transferred the said land in favour of one Sri Jugal Kisore Ghosh and Sri Fakir Chandra Ghosh.

(6)

AND WHEREAS after such purchase both of them jointly became Co-owners thereof having undivided 1/2 (half) share each.

AND WHEREAS during such continuation of ownership and possession both of them jointly by executing a bengali deed of kobala dated 12th June, 1946 registered in the office of the Sub-Registrar at Sealdah in its Book No.I, Volume No.32, Pages 128 to 133 being No.1182 of 1946 sold, conveyed and transferred the said land in favour of one Smt. Laxmi Devi, wife of Sri Kalidas Bhattacharjee of Premises No.11, Srinath Mukherjee Lane, Calcutta.

AND WHEREAS after such purchase said Laxmi Devi became sole and absolute owner of 3 Cottahs and 06 Sq.ft. of land being Premises No.2/1, Uma Kanta Sen Lane, Calcutta.

AND WHEREAS after such purchase aforesaid Laxmi Devi has duly mutated her name in the records the then Calcutta Corporation and owning and possessing the same by constructing a brick built dwelling house with Thakur Mandir in the year 1947 as per sanctioned building plan

(7)

for the year ¹⁹⁴⁶ with some vacant open space within the said premises as fully described in Schedule - "A" hereunder written and hereinafter referred to as the said premises.

AND WHEREAS the said Laxmi Devi during her life time used and enjoyed the said premises with her husband namely Kalidas Bhattacharjee and Seven(7) sons and one(1) daughter namely Kamal Kumar Bhattacharjee, Mohanlal Bhattacharjee, Kalyan Kumar Bhattacharjee, Sankar Bhattacharjee, Kajal Bhattacharjee (the donor herein), Kanchan Bhattacharjee and Kuntal Kumar Bhattacharjee (the Donee herein) as well as one daughter namely Karabi Bhattacharjee.

AND WHEREAS the third son of the said Laxmi Devi namely Kalyan Kumar Bhattacharjee predeceased her as a bachelor on 12th December, 1984 leaving behind her mother and six brothers and a sister as named above.

AND WHEREAS during the life time of said Laxmi Devi her husband namely Kalidas Bhattacharjee died intestate on 3rd September, 1988 leaving behind her widow and six sons and one daughter as named above, as his surviving heirs, heiresses and legal representatives.

Kuntal W. Bhattacharjee
Kajal Bhattacharjee

AND WHEREAS the fourth son of Laxmi Devi namely Sankar Bhattacharjee also predeceased her on 23rd January, 1993 leaving behind him surviving his widow namely Sumita Bhattacharjee, and one son namely Aritra Bhattacharjee as his heir, heiress and legal representatives.

AND WHEREAS the first son of said Laxmi Devi namely Kamal Kumar Bhattacharjee also predeceased her on 26th May, 1996 laving behind him surviving his widow namely Sandhya Bhattacharjee and one married daughter namely Anupa Mukherjee wife of Ranjan Pratim Mukherjee as his surviving heir, heiress and legal representatives.

AND WHEREAS on or about 4th June, 2005 said Laxmi Devi died intestate leaving behind her surviving three(3) sons namely Mohanlal Bhattacharjee, Kajal Bhattacharjee, (the Donor herein) and Kuntal Kumar Bhattacharjee (the Donee herein) and one daughter namely Karabi Chatterjee, wife of Subir Chatterjee (since deceased) as well as the successors of her four predeceased sons as named above as her heirs, heiresses and legal representatives.

AND WHEREAS after such death of said Laxmi Devi all the sons, daughter as well as the successors of the predeceased sons jointly became Co-owner of the said "A" Schedule property having their respective proportionate share therein.

AND WHEREAS one of the successor of said deceased Laxmi Devi namely Kanchan Bhattacharjee being her sixth son died intestate and issueless on 1st November, 1996 leaving behind him surviving his wife namely Anjana Bhattacharjee as his only heiress and legal representative, and after his death she became one of the Co-sharer having undivided 1/7th share in the "A" Schedule property by inheritance.

AND WHEREAS another Co-owner of the said "A" Schedule property having undivided 1/7th (One seventh) share therein namely Mohanlal Bhattacharjee being the second son of said deceased Laxmi Devi died intestate on 18th June, 2007 leaving behind him surviving his wife namely Pranati Bhattacharjee and one son namely Ardhendu Bhattacharjee as his heir, heiress and legal representatives who have jointly inherited the share of said deceased Mohanlal Bhattacharjee and became Co-owners alongwith other Co-sharers of the said "A" Schedule property.

AND WHEREAS after such death of the original owner as well as her successors as named above presently Kajal Bhattacharjee and Kuntal Kumar Bhattacharjee being

the Donor and Donee herein together with Karabi Chatterjee, Sandhya Bhattacharjee, Anupa Mukherjee, Pranati Bhattacharjee, Ardhendu Bhattacharjee, Sumita Bhattacharjee, Aritra Bhattacharjee and Anjana Bhattacharjee jointly became Co-owners of the said "A" Schedule mentioned property.

AND WHEREAS the 1/8th share of said deceased Kalyan Kumar Bhattacharjee who died as a bachelor was devolved upon the remaining surviving brothers, sisters as well as the successors of other deceased brothers.

AND WHEREAS after such devolution of interest the Donor and Donee herein together with their sister namely Karabi Chatterjee became Co-owner of undivided 1/7th (One seventh) share each, and the successors of deceased Kamal Kumar Bhattacharjee namely Sandhya Bhattacharjee and Anupa Mukherjee jointly became the holder of 1/7th share in respect of the old dilapidated structure covering an area of 1645 Sq.ft. in both the floors as fully described in Schedule "A" hereunder written.

AND WHEREAS the successors of deceased Mohanlal Bhattacharjee namely Pranati Bhattacharjee and Ardhendu Bhattacharjee also jointly inherited undivided 1/7th (One seventh) share in the said "A" Schedule property.

AND WHEREAS the successors of said deceased Sankar Bhattacharjee namely Sumita Bhattacharjee and Aritra Bhattacharjee jointly inherited the undivided 1/7th (One seventh) share of the said "A" Schedule property.

AND WHEREAS in the similar way the successor of said deceased Kanchan Bhattacharjee namely his wife Anjana Bhattacharjee became the holder of 1/7th (One seventh) undivided share in the said "A" Schedule property by inheritance.

AND WHEREAS said Kajal Bhattacharjee being the Donor herein intends to donate his undivided 1/7th (One seventh) share in the said "A" Schedule property to the donee herein out of the love and affection of the Donor has to the donee herein.

AND WHEREAS since the Donor lives most of his time outside the "A" Schedule property and could not been able to look after his daughter properly in as much as since the daughter of donor is being looked after by the donee herein and in consideration of such duties and responsibilities the donee performs in this regard and also for the love, affection and regard the donor has towards the donee, the donor herein decided to gift his undivided

(12)

and undemarcated 1/7th (One seventh) share of the "A" Schedule property to the said donee herein as fully and more particularly described in the Schedule "B" hereunder written.

AND WHEREAS the donee having heard such intention of the Donor herein agrees to accept the said gift of the Donor's 1/7th undivided and undemarcated share in the "A" Schedule property as fully described in Schedule "B" hereunder written.

NOW THIS DEED OF GIFT WITNESSETH that pursuant to the said intention and in consideration of the duties and responsibilities towards the daughter of the donee and natural love, affection and regard towards the donee herein which the donor has for the said donee, said donor out of his free Will and without being guided by any force, coercion and undue influence from any body and/or any quarter whatsoever and having full possession of the senses doth hereby grant, transfer, convey and confirm unto the donee no.1 ALL THAT undivided and undemarcated 1/7th share of the land having an area of 309.42 Sq.ft. out of the total area of 3 Cottahs and 06 Sq.ft. together with undivided 1/7th share old brick built structure thereon covering an area of 235 Sq.ft. (approx) out of 1645 Sq.ft. situated built up over

Premises No.2/1, Uma Kanta Sen Lane, P.E. Chitpur,
Kolkata - 700030 as fully described the Schedule - "B"
hereunder written together with other privileges profits
advantages and all other appurtenances whatsoever TO HAVE
AND TO HOLD the same hereby gifted unto and to the use
of the donee herein shall and from time to time and at all
times hereafter peaceably, quietly enter upon, have, hold,
occupy possess and enjoy the property hereby gifted and
receive and take all rents, issues and profits thereof
and of every part of the donor's share in the "B" Schedule
mentioned property without any hindrance whatsoever by the
said Donor or by any person or persons claiming from or
under or in trust of him.

That the Donee herein having been satisfied with
the object of the Donor hereby accepts the gift made by
the Donor herein of his share as well as right title and
interest in respect of the said "B" Schedule mentioned
property.

The Donor by virtue of these presents granted
conveyed actual physical possession of the said "B"
Schedule mentioned property in favour of the Donee and/or
severally the Donee has received and/or accepted the
gift by taking absolute possession of the said "B"
Schedule mentioned property free from encumbrances.

(14)

That neither the Donor nor his heirs heiresses, legal representatives and/or any person claiming through him shall have any right claim and/or interest in the said "B" Schedule mentioned property since hereafter and at all times to come thereafter.

The Donee herein by acceptance of the property gifted under these presents by the Donor as fully described in Schedule "B" hereunder written became Co-owners thereof having undivided and undemarcated 1/7th share in the building together with undivided proportionate share in the land and common areas and facilities having good title over the said "B" Schedule mentioned property.

The Donee henceforth after the execution of these presents shall mutate his name in the records of Kolkata Municipal Corporation and shall pay all rates and taxes payable for his respective shares as fully described in Schedule "B" hereunder written.

That henceforth the Donee shall have full power and absolute right to deal with the said "B" Schedule property in any manner whatsoever depending upon the facts and circumstances and/or if such occasion so arises.

The estimated value of the schedule mentioned property Rs. 4,09,550/- (Rupees Four lacs nine thousand five hundred fifty) only.

THE SCHEDULE "A" AS REFERRED TO ABOVE

(TOTAL LAND & BUILDING)

ALL THAT piece and parcel of 3 Cottahs and 6 Sq.ft. of land together with structure thereon having a built up area of Sq.ft. (more or less) in a old brick built two storied building constructed in the year 1947 covering an area of 1645 Sq.ft. situated built up over holding no.16, Division - I, Sub-Division - 17 being Premises No.2/1, Uma Kanta Sen Lane, P.S. Chitpore, ADSP Office at Sealdah, Kolkata - 700030, butted and bounded by On the -

NORTH : 2B, Uma Kanta Sen Lane ;
SOUTH : Uma Kanta Sen Lane ;
EAST : 3A, Uma Kanta Sen Lane ;
WEST : 2A, Uma Kanta Sen Lane.

THE SCHEDULE "B" AS REFERRED TO ABOVE

ALL THAT undivided and undemarcated 1/7th(One seventh) share of land measuring about 309.42 Sq.ft. of land out of the total area of 3 Cottahs and 06 Sq.ft. (2166 Sq.ft.) together with undivided 235 Sq.ft. out of total area of 1645 Sq.ft. of the building as contained in Schedule "A" hereunder written comprised under the Kolkata Municipal Corporation Premises No. 2/1, Uma Kanta Sen Lane, P.S. Chitpore, Kolkata - 700030.

(16)

IN WITNESS WHEREOF the Donor and the Donee being
the parties hereto and hereunto set and subscribe their
respective hands on the day month and year first above
written.

SIGNED, SEALED AND DELIVERED

by the DONOR in the

presence of :

Arindam Chandra
Son of Late Banny Bhawan Chandra
22 B Northam Avenue
Kolkata - 700030

Rajal Bhattacharya
SIGNATURE OF THE DONOR

SIGNED, SEALED AND DELIVERED

by the DONEE in the

presence of :

Arindam Chandra

Kuntal W. Bhattacharya
SIGNATURE OF THE DONEE

Drafted by -

Sudhakar Chandra

Advocate.

Government Of West Bengal
Office of the A.R.A.-I KOLKATA
5, Govt Place (North) , KOLKATA - 700001
Endorsement For deed Number :I-11817 of :2008
(Serial No. 09744, 2008)

14/08/2008

Payment of Fees:

Fee Paid in rupees under article : A(1) = 4499/- , E = 7/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on:14/08/2008

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 12.30 hrs on :14/08/2008, at the Office of the A.R.A.-I KOLKATA by Kajal Bhattacharjee., Executant.

Admission of Execution(Under Section 58)

Execution is admitted on 14/08/2008 by

1. Kajal Bhattacharjee., son of Lt. Kalidas Bhattacharjee, 2/1, Uma Kanta (Brahmin) Kolkata-30, Thana Chitpur, By caste Hindu, by Profession : Business
 2. Kuntal Kumar Bhattacharjee., son of Lt. Kalidas Bhattacharjee, 2/1, Uma Kanta Sen Lane Kolkata-30, Thana Chitpur, By caste Hindu, by Profession : Service
- Identified By R. Ray Chowdhury, son of Lt. R. K. Ray Chowdhury 10, Old Post Office St. Calcutta-01 Thana: ..., by caste Hindu, By Profession : Service.

Name of the Registering officer : Ramananda Das
Designation : A. R. A. -I KOLKATA

On 29/09/2008

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed for Gift in Favour of family members has been assessed at Rs- 480185/- for the chargeability of the Stamp duty and registration fees.
Certified that the required stamp duty of this document is Rs 2411 /- and the Stamp duty paid as: Impresive Rs- 2100

Name of the Registering officer : Ramananda Das
Designation : A. R. A. -I KOLKATA

On 08/12/2008

Certificate of Admissibility(Rule 43)



Additional Registrar of
Assurances-I, Kolkata
- 8 DEC 2008
[Ramananda Das]
A. R. A. -I KOLKATA

OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-I OF
KOLKATA
Govt. of West Bengal

Government Of West Bengal
Office of the A.R.A.-I KOLKATA
5, Govt Place (North) , KOLKATA - 700001
Endorsement For deed Number :I-11817 of :2008
(Serial No. 09744, 2008)

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

Deficit stamp duty

Deficit stamp duty Rs 315/- is paid, by the draft number 110560, Draft Date 21/11/2008 Bank Name STATE BANK OF INDIA, Kolkata, received on :08/12/2008.

Deficit Fees paid





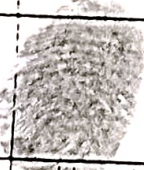















Deficit amount of Registration fees is realized under Article in rupees : A(1) = 781/- on: 08/12/2008.

Name of the Registering officer :Ramananda Das
Designation :A. R. A. -I KOLKATA

Additional Registrar of
Assurances-I, Kolkata
- 8 DEC 2008

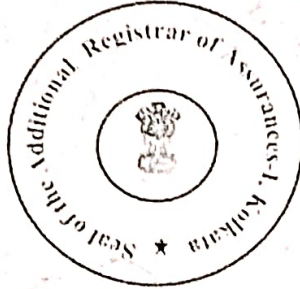
[Ramananda Das]
A. R. A. -I KOLKATA
OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-I OF
KOLKATA
Govt. of West Bengal

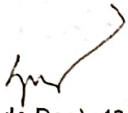
SPECIMEN FORM FOR TEN FINGERPRINTS

| Sl. No. | Signature of the Executants/ Presentants | | | | | |
|--------------|--|---|---|---|---|---|
| | <i>Rajal Bhattacharya</i> |  |  |  |  |  |
| | | Little | Ring | Middle | Fore | Thumb |
| | | (Left Hand) | | | | |
| | |  |  |  |  |  |
| | | Thumb | Fore | Middle | Ring | Little |
| (Right Hand) | | | | | | |
| | <i>Kuntal M. Bhattacharya</i> |  |  |  |  |  |
| | | Little | Ring | Middle | Fore | Thumb |
| | | (Left Hand) | | | | |
| | |  |  |  |  |  |
| | | Thumb | Fore | Middle | Ring | Little |
| (Right Hand) | | | | | | |
| | | | | | | |
| | | Little | Ring | Middle | Fore | Thumb |
| | | (Left Hand) | | | | |
| | | | | | | |
| | | Thumb | Fore | Middle | Ring | Little |
| (Right Hand) | | | | | | |

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 61
Page from 3567 to 3591
being No 11817 for the year 2008.




(Ramananda Das) 12-December-2008
A. R. A. -I KOLKATA
Office of the A.R.A.-I KOLKATA
West Bengal