

2505/2013

I - 1959

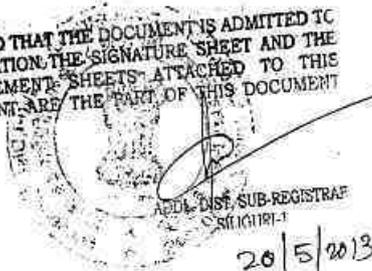


8.30/13
 15/05/13
 16/05/13
 5000/-
 24370/-

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

A 815567

CERTIFIED THAT THE DOCUMENT IS ADMITTED TO
 REGISTRATION, THE SIGNATURE SHEET AND THE
 ENDORSEMENT SHEETS ATTACHED TO THIS
 DOCUMENT ARE THE PART OF THIS DOCUMENT



Handwritten signature in vertical script.

PAGE - 1

20190001577512

94343125

DEED OF GIFT



CASE NO. 1030/2013

As per records
 I Rs 250.00
 J Rs 400.00
 T. E. A. Rs

total Rs. 650.00
 15/5/2013
 20/5/2013

NO. 5966 DATED 24/4/13
SOLD TO Gondwari Bai Agasw
OF Tolpur
VALUE 5000

(S. K. SARKAR)
STAMP VENDOR
B. D. S. R. Office, Singur
LINO- R/197F

No- 5966 dated 24/4/13

गोदावरी देवी

गोदावरी देवी

THIRU 5346

गोदावरी देवी



Adml. Dist Sub-Registrar
Siliguri-I, Dt, Darjeeling
15/5/2013



Smita Kumari Shah
w/o Anup Shah
Burdwan Road
P.S and Po Siliguri

Property Gifted by this Deed : Land measuring 0.067 Acre or 4 Kathas.	
Estimated Value	: Rs.20,00,000/-.
Khatian No.	: 1254.
Plot No.	: 3180.
Mouza	: SILIGURI.
P. S.	: SILIGURI.
J. L. No.	: 110 (88).
Ward No.	: IX.
District	: Darjeeling.
Area falling within Siliguri Municipal Corporation.	

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১৫ মে ২০১৩

THIS DEED OF GIFT IS MADE ON THIS THE 15TH DAY
OF THE MONTH OF MAY, TWO
THOUSAND AND THIRTEEN (2013),

BETWEEN

SMT. GODAVARI DEVI AGARWAL (SHAH), WIFE OF LATE
RADHAKISHAN AGARWAL, An Indian citizen, Hindu by religion,
housewife by occupation, resident of Burdwan Road, P.O.-Siliguri Bazar,
Pin Code-734005, P.S.-Siliguri, District-Darjeeling, in the State of West
Bengal, HEREINAFTER REFERRED TO AND CALLED AS "THE
DONOR" OR "THE FIRST PARTY" (Which expression shall, unless
otherwise expressed or excluded by or is repugnant to the subject or
context, be deemed to mean and include her legal heirs, executors,
successors, administrators, legal representatives and assigns) of the ONE
PART. (I. T. PAN :- AIYPS6239H.).

10/2/2014

AND

SRI ANUP SHAH, SON OF LATE RADHAKISHAN AGARWAL,
An Indian citizen, Hindu by religion, businessman by occupation,
resident of Burdwan Road, P.O.-Siliguri Bazar, Pin Code-734005, P.S.-
Siliguri, District-Darjeeling, in the State of West Bengal,
HEREINAFTER REFERRED TO AND CALLED AS "THE
DONEE" OR "THE SECOND PARTY" (Which expression shall,
unless otherwise expressed or is excluded by or repugnant to the subject
or context, be deemed to mean and include his legal heirs, executors,
successors, administrators, legal representatives and assigns) of the
SECOND PART. (I. T. PAN :- AYPS 6240A).

This document is a Deed of Gift made for absolute transfer of immovable
property which is described within the "Schedule" given below unto and
in favour of the Donee hereof who is the Son of the donor hereof, i.e., gift
within family members (Mother to Son). The gift of immovable property
made vide this document is absolutely out of natural love and affection in
the heart of the Donor hereof towards the Donee hereof and out of the
own free "WILL" of the Donor hereof.

AND

WHEREAS the first party or the Donor hereof, namely, Smt. Godavari
Devi Agarwal (Shah) had become the sole, absolute and exclusive owner
by way of purchase for valuable consideration and also took into her
absolute physical possession of all that piece or parcel of land measuring
0.067 Acre or 4 Kathas being recorded in Plot No.-3180 corresponding to
its Khatian No.-1254 of Mouza-Siliguri, J. L. No.-110 (88), P.S.-Siliguri,
District-Darjeeling vide a registered Deed of Sale bearing document no.-
2394 of dated 04/04/1984 duly registered in Book No.-I, Volume No.-51,
from Pages 23 to 32 for the year 1984 at the office of the then Sub-
Registrar, Siliguri, District-Darjeeling being executed by one Sri
Tarachand Agarwala, Son of Late Mamchand Agarwala of 24, Burtolla

of
the
Schedule

Street, Calcutta and since the said purchase, the first party or the Donor hereof has been in her actual, khas and physical possession and peaceful occupation of the said land without any disturbance or interference from anybody whomsoever having free, clear, permanent, heritable and transferable right, title and interest therein being free from all encumbrances and charges whatsoever.

AND

WHEREAS in view of the aforesaid facts, the Donor hereof is at present the absolute owner of all that piece or parcel of land measuring 0.067 Acre or 4 Kathas which is fully described within the "Schedule" given below and she has been in peaceful occupation of the said property having transferable right, title and interest therein.

AND

WHEREAS being such owner, The Donor hereof has now expressed her desire to transfer by way of gift, all that piece or parcel of land measuring 0.067 Acre or 4 Kathas unto and in favour of the Donee hereof who is the Son of the Donor hereof and the property so gifted is fully described within the "Schedule" given below.

The said gift has been intended absolutely out of natural love and affection in the core heart of the Donor hereof towards the Donee hereof and out of the own free "WILL" of the Donor hereof.

AND

WHEREAS in view of the aforesaid desire, the Donor hereof has firmly and finally decided to gift the property described within the "Schedule" given below to the Donee hereof and for the purpose, the Donor has now made herself available to execute this DEED OF GIFT unto and in favour of the Donee hereof being the second party hereof.

Handwritten signature or initials in the top right corner.

AND

NOW THIS DEED OF GIFT WITNESSES that in pursuance of the aforesaid intension of the Donor out of natural love and affection towards the Donee hereof and out of own free-will, the Donor hereby grants full discharge to the Donee and the Donor DOES hereby gift, convey, assign and transfer absolutely by way of gift all that immovable property which is fully described within the "Schedule" given below together with all her rights, title, interests, hereditaments, liberties, easements, trees and fences etc. whatsoever in any way belonging to or reputed to belong therewith and makes over possession thereof unto and in favour of the Donee hereof absolutely and for ever TO HAVE AND TO HOLD the same as an absolute estate by the Gift as exclusive owner thereof, without any fear, undue influence, pressure and/or impression, peaceably and quietly, with permanent, heritable and transferable right and without any claim, objection, interference from the Donor or any person or persons claiming under her, subject to the payment of land revenue to the superior landlord now the Government of West Bengal being represented by the B. L. & L. R. O., Siliguri, District-Darjeeling.

The Donor declares that the interests which she professes to transfer hereof by way of Gift-substists as on the date of these presents and that there exists no previous transfer of the said property as described within the "Schedule" given below annexed hereto and there exists no such mortgage, lease, contract for sale or otherwise by the Donor in favour of any other person or party respecting her scheduled property or any part thereof and that the property hereby gifted, expressed or intended so to be, suffers from no defect of title and the said property is also free from all encumbrances and charges whatsoever and the recitals made hereinabove- are all true.

10/12/11

AND

WHEREAS The Donor declares that the Donee shall have all rights, title and interest in the property gifted and conveyed to him and shall hold and enjoy the same without any interruption or obstruction whatsoever from anybody whomsoever and all the rights, title and interest which vested with the Donor with respect to the property gifted by this deed till day shall henceforth vest with the Donee to whom the said property has been gifted hereby and the said property is fully described within the "Schedule" given below.

That the Donee shall henceforth have all rights to possess and own the property described within the "Schedule" given below under his sole discretion and none and/or nothing shall prevent the Donee from construction, sale, transfer, assignment or disposing of the property described in "Schedule" given below independently if, at any point of time, The Donee so desires.

That the Donee shall have the right to get his name mutated with respect to the property described within "Schedule" given below at the office of the B. L. & L. R. O., Siliguri, District-Darjeeling.

THE DONOR HEREOF also declares and agrees that she will also execute all such acts, deeds and/or things whatsoever for further and more perfectly assigning the property described within the "Schedule" given below or every part thereof unto and in favour of The Donee hereof or his legal heirs in future course of time according to the true and intent meaning of this deed as shall and may reasonably be required.

AND

WHEREAS the estimated set-forth value of the property described within the "Schedule" given below being gifted by this deed of gift by The Donor to The Donee hereof has been considered at Rs.20,00,000/- (Rupees twenty lakh only).

10/10/15

"SCHEDULE OF THE PROPERTY GIFTED BY THIS DEED"

ALL THAT PIECE OR PARCEL OF LAND MEASURING 0.067 (ZERO POINT ZERO SIX SEVEN) ACRE OR 4 (FOUR) KATHAS

being owned by the donor hereto is absolutely transferred unto and in favour of the Donee hereof by way of gift.

The aforesaid gifted land measuring 0.067 Acre is being recorded in Plot No.-3180 (Three thousand one hundred and eighty) corresponding to its Khatian No.-1254 (One thousand two hundred and fifty four), situated within **MOUZA-SILIGURI**, Paragana-Baikunthapur, J. L. No.-110 (88), P.S.-Siliguri, within Ward No.-IX (Nine) of Siliguri Municipal Corporation Acre, District-Darjeeling, in the State of West Bengal and the said landed property is gifted hereby to the Donee hereof by the Donor. The recorded classification and the proposed use of the gifted land is Bastu and the same is at present vacant.

The annual rent for the aforesaid gifted property is Rs.14/- (Rupees fourteen only) being payable to the B. L. & L. R. O., Siliguri, District-Darjeeling.

The aforesaid property measuring 0.067 Acre as gifted by these presents to the Donee by the Donor hereof is butted and bound as follows:-

- By the North :- Land of Bidya Agarwal.
- By the South :- Land of Nirmala Devi Shah then Mangal Pandey Road.
- By the East :- 15 feet wide pucca road (By lane linking Agrasen Road and Mangal Pandey Road).
- By the West :- Land of Late Radhakishan Agarwal (Shah).

The photographs and the fingerprints of the donor hereof and that of the donee hereof are duly affixed upon separate sheets enclosed herewith which shall always form part of these presents.

IN WITNESS WHEREOF the Donor, in her good health and conscious mind, has set and subscribed her hands on this DEED OF GIFT on the day, month and year as first above-written.

WITNESSES:

1. ~~Syrita~~ Kumari Shah
w/c Anup Shah
Burdwan Road
PO and PS - Siliguri

2. Jyoti Kumari
No. 11 - Bhuli Kumari
Jyotinepan
Siliguri - 1

जोदावरी देवी

THE DONOR.
= = = = =

The Gift is accepted by me :

Anup Shah

Signature of the Donee hereof.

Drafted, read over and explained by me and printed in my office.

Sanjay Kumar Marodia

(SANJAY KUMAR MARODIA)
ENRL. NO.-849/840/92.
ADVOCATE::SILIGURI.

EXECUTANT / CLAIMANT SHEET

THE DONOR

PHOTO		Thumb	Fore Finger	Middle Finger	Right Finger	Little Finger
	Left Hand					
	Right Hand					

गोरा कली देवी

Signature

THE DONEE

PHOTO		Thumb	Fore Finger	Middle Finger	Right Finger	Little Finger
	Left Hand					
	Right Hand					

Ajay Shah

Signature



Government Of West Bengal
Office Of the A.D.S.R. SILIGURI
District:-Darjeeling

Endorsement For Deed Number : I - 01959 of 2013

(Serial No. 02505 of 2013)

On 15/05/2013

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

Presented for registration at 20.30 hrs on :15/05/2013, at the Private residence by Smt. Godavari Devi Agarwal (Shah), Executant.

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

Execution is admitted on 15/05/2013 by

1 Smt. Godavari Devi Agarwal (Shah), wife of Late Radhakishan Agarwal , Siliguri, Burdwan Road, SILIGURI MC. Thana:-Siliguri, P.O. :-Siliguri Bazar ,District:-Darjeeling, WEST BENGAL, India, Pin :-734005. By Caste Hindu, By Profession : House wife

Identified By Sunita Kumari Shah, wife of Anup Shah, Siliguri, Burdwan Road, SILIGURI MC, Thana:-Siliguri, P.O. :-Siliguri ,District:-Darjeeling, WEST BENGAL, India, , By Caste: Hindu, By Profession: House wife.

(Tsering Doma Bhutia)
ADDL. DISTRICT SUB-REGISTRAR OF SILIGURI- I

On 16/05/2013

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. 48,72,729/-

Certified that the required stamp duty of this document is Rs. 24364 /- and the Stamp duty paid as: Impressive Rs.- 5000/-

(Tsering Doma Bhutia)
ADDL. DISTRICT SUB-REGISTRAR OF SILIGURI- I

On 20/05/2013

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) of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs 53592.00/- on 20/05/2013

(Under Article A(i) = 53592/- on 20/05/2013)

(Tsering Doma Bhutia)
ADDL. DISTRICT SUB-REGISTRAR OF SILIGURI- I



Government Of West Bengal
Office Of the A.D.S.R. SILIGURI
District:-Darjeeling

Endorsement For Deed Number : I - 01959 of 2013
(Serial No. 02505 of 2013)

Deficit stamp duty

Deficit stamp duty Rs. 19370/- is paid , by the Bankers cheque number 742975, Bankers Cheque Date 25/04/2013, Bank : State Bank of India, Siliguri, received on 20/05/2013

(Tsering Doma Bhutia)
ADDL. DISTRICT SUB-REGISTRAR OF SILIGURI- I


20/05/13

(Tsering Doma Bhutia)
ADDL. DISTRICT SUB-REGISTRAR OF SILIGURI- I

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 23
Page from 1466 to 1478
being No 01959 for the year 2013.

ms
20/05/13



(Tsering Doma Bhutia) 20-May-2013
ADDL. DISTRICT SUB-REGISTRAR OF SILIGURI-I
Office of the A.D.S.R. SILIGURI
West Bengal