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পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

1506-0-327170 2019 V.C. Case NO. 243/2019

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# DEED OF GIFT

THIS DEED OF ABSOLUTE GIFT made on this 01st day of March...,
Two Thousand and Nineteen (2019) of the Christian Era

#### BETWEEN

(1) SRI DIPAK KUMAR NAYAK, son of Sri Sridhara Nayak, PAN-AEKPN9613A, (M- 9874915400), by faith Hindu, by occupation-Business, by Nationality- Indian and (2) RANU NAYAK, wife of Mr. Dipak Kumar Nayak, (PAN NO. AEZPN1995A), (M- 9874915401), both are resident of 13A, Nilamani Mitra Row, Sarkarbagan, Near R G KAR Hospital, P.O & P.S- TALA, Kolkata-700002 hereinafter jointly called

and referred to as the "DONORS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the FIRST PART.

#### AND

(1) SRI AJAY KUMAR, son of Late Satyadeo Prasad, PAN-AUQPK4408A, (M- 9681511123), by faith- Hindu, by occupation-Business, by Nationality- Indian and (2) SMT. SABARI SEAL, wife of Sri Ajay Kumar, PAN-BJBPS0023G, AADHAAR NO. 5399 0695 1552, M-8017509166, by faith - Hindu, by Occupation - Business, by Nationality - Indian, both are residing at Mandira Apartment, 77, P.K. Guha Lane, Dum Dum Cantonment, P.O & P.S- DumDum, District - North 24 Parganas, Kolkata - 700 028, West Bengal hereinafter called and referred to as the "DONEE" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, representatives nominees and assigns) of the SECOND PART.

WHEREAS by and through a registered Deed of Conveyance dated 17th August, 1966, one Sri Sitanath Banerjee, son of Late Nimai Charan Banerjee purchased and acquired ALL THAT piece and parcel of land measuring about 5 Cottahs forming part of Dag no. 420 under Khatian No. 449 in Mouza - Digla, J.L. No. 18, Touzi No.173 under Police Station Dum Dum in, the then district of 24-Parganas now North 24-Parganas subsequently known and numbered as municipal premises/holding No. 39, P.K. Guha Lane, Modern Colony and presently known and numbered as municipal holding No.127, P.K. Guha Lane under municipal ward No.10 within the limits of the Dum Dum Municipality (thereinafter referred to as the 'Said Premises' which are more fully and particularly described in the First 'Schedule written thereunder) from one Smt. Tarubala Mallik, wife of Late Nanda Kishore Mallik and Sri Radha Raman Mallik, son of Late Nanda Kishore Mallik

for the consideration therein mentioned. The said deed was registered, in the office of Sub-Registrar, Cossipore, Dum Dum and recorded in Book No.I, Volume No.118, Pages 9 to 15 as Being No.7618 for the year 1966.

AND WHEREAS the said Sri Sitanath Banerjee while seized and possessed of and/or otherwise well and sufficiently entitled to the said premises mutated his name in the records of the concerned authority/ies and constructed a structure thereon.

AND WHEREAS the said Sri Sitanath Banerjee while seized and possessed of and/or otherwise well and sufficiently entitled to the said premises and the structure thereon by and through a registered Deed of Sale dated 28th January, 1982 sold, transferred, conveyed and assigned the said premises and the structure thereon in favour of Sri Babul Das (since deceased), son of Dinesh Chandra Das for the consideration therein mentioned. The said deed was registered in the office of Sub-Registrar, Cossipore Dum Dum, North 24-Parganas and recorded in Book No.I, Volume No.30, Pages 77 to 82 as Being No.818 for the year 1982.

AND WHEREAS in the premises aforesaid, the said Sri Babul Das (since deceased) became the absolute owner of the said premises and the structure and while seized and possessed of and/or otherwise well and sufficiently entitled to the said premises mutated his name in the records of the Dum Dum Municipality and the said premises was mutated under municipal holding No.127, P.K. Guha Lane and paid taxes thereon.

and possessed of and/or otherwise well and sufficiently entitled to the said premises and the structure thereon decided to commercially exploit the said premises and entered into a Development Agreement dated 11th March, 2005 with M/s. Zoot Entrepreneurs Private Limited,

the Developer/Confirming Party therein for commercial exploitation of the said premises by constructing a multi-storied building consisting of various flats/apartments and other saleable spaces on the land of the said premises as per sanctioned building plan of the Dum Dum Municipality, after demolition of the old structure.

AND WHEREAS the aforesaid Development Agreement, inter alia, provided that the said Developer/Confirming Party shall be entitled to sell and transfer the flats/apartments and other saleable spaces forming part of developer's allocation and the said land owner, i.e. the said Sri Babul Das (since deceased) shall entitled to use., and enjoy the flats/apartments and other spaces forming part of the owner's allocation as detailed in the said Development Agreement.

AND WHEREAS in terms of the aforesaid Development Agreement, the Developer/Confirming Party therein caused a building plan sanctioned from the Dum Dum Municipality for construction of a G+3-storied building consisting of various flats/apartments and other saleable spaces on the land of the said premises.

AND WHEREAS subsequently, a Supplementary Agreement dated 23<sup>rd</sup> November, 2005 was entered between the said Babul Das (since deceased) and the Developer/Confirming Party herein whereby and whereunder, inter alia, they modified their respective owner's allocation and developer's allocation in the proposed building (the aforesaid Development Agreement dated 11<sup>th</sup> March, 2005 and the Supplementary Agreement dated 23<sup>rd</sup> November, 2005 thereinafter collectively referred to as the 'Said Development Agreements').

AND WHEREAS in terms of the said Development Agreements, the Developer/Confirming Party therein commenced construction of the building on the land of the said premises as per the said sanctioned building plan of the Dum Dum Municipality.

AND WHEREAS during construction of the proposed building, the land owner, i.e. the said Sri Babul Das had been died intestate on 14<sup>th</sup> October, 2008 leaving behind his wife, Smt. Chandana Das (the Vendor No.1 therein), three sons, namely, (1) Sri Manab Das, (2) Sri Totan Das & (3) Sri Pinka Das (the Vendor Nos. 2 to 4 therein) as his legal heirs and successors who jointly inherited the properties left behind by the said deceased.

AND WHEREAS in the premises aforesaid, the Vendors therein jointly become the absolute owners of the said premises subject to the subsisting Development Agreements in favour of the Developer/Confirming Party therein.

AND WHEREAS thereafter, an agreement dated 19th November, 2009 was entered into by and between the Vendors and the Developer/Confirming Party therein whereby and whereunder the Vendors therein confirmed and ratified the said Development Agreements executed by their predecessor, the said Babul Das (since deceased) and they also finalized and specified their respective owners' allocation and the developer's allocation in the proposed building.

AND WHEREAS the said Development Agreements entitled the Developer/Confirming Party therein to sell and transfer the flats/apartments in the new building constructed on the land of the said premises together with undivided share of land and the common right in the common areas and facilities of the said building/premises forming part of developer's allocation as detailed in the said Development Agreements to the various intending Purchasers.

AND WHEREAS the Purchasers therein, Sri Dipak Kumar Nayak and Smt. Ranu Nayak, approached the Developer/Confirming Party therein with a proposal to purchase ALL THAT one self-contained Flat No.3D measuring about 825 square feet more or less super built up area on

the **Third Floor** of the building named and known as **'DIPALI APARTMENT'** built and constructed on the land of the said premises and the Developer/Confirming Party and the Vendors therein agreed to nominate the Purchasers therein for purchase of the aforesaid flat together with proportionate and impartibly share in the land of the said premises along with common rights in the common areas and facilities of the said building/premises for the consideration hereinafter appearing at/or for a total consideration mentioned therein free from all encumbrances charges, trusts, liens, claims and demands whatsoever by virtue of registered Deed of Conveyance dated 18/09/2012, registered at A.D.S.R, Cossipure, DumDum and recorded in Book No. I, CD Volume No. 31, Pages from 4708 to 4735, Being No. 09655 for the year 2012.

AND WHEREAS by virtue of the aforesaid Deed of Conveyance dated 18/09/2012 said Sri Dipak Kumar Nayak and Smt. Ranu Nayak, the Purchasers therein, herein the "DONORS" became the absolute and rightful joint undivided owners of ALL THAT one self contained residential flat having Marble floor being Flat No.'3D' on the Third Floor of the building comprised in the land described in the FIRST SCHEDULE underwritten containing an area of 825 sq.ft. super built up area be the same a little more or less consisting of 2 (Two) Bed Rooms, I (One) Drawing cum Dining Space, I (One) Kitchen Room, 2 (Two) Toilets and I (One) Balcony, being Holding No. 127, P.K. Guha Lane, Kolkata - 700028, in Ward No.10, in the said building namely "DIPALI APARTMENT" TOGETHER WITH the rights of user of the common areas in the building as fully described in the Third Schedule hereunder written and impartible share of land as fully described in the First Schedule herein underwritten.

AND WHEREAS the Purchasers therein, herein the "DONORS" by virtue of the aforesaid registered Deed of Conveyance became the absolute undivided joint owners and possessors and accordingly they

mutated their name in the record of South DumDum Municipality in respect of the 'SAID FLAT'.

AND WHEREAS while seized and possessed of the said allocation and out of natural love and affection of their nearest and intimate friends said (1) SRI AJAY KUMAR, son of Late Satyadeo Prasad and (2) SMT. SABARI SEAL, wife of Sri Ajay Kumar, the Donors herein are desirous of making an absolute gift of their ALL THAT one self contained residential flat having Marble floor being Flat No.'3D' on the **Third Floor** of the building comprised in the land described in the FIRST SCHEDULE underwritten containing an area of 825 sq.ft. super built up area be the same a little more or less consisting of 2 (Two) Bed Rooms, I (One) Drawing cum Dining Space, I (One) Kitchen Room, 2 (Two) Toilets and 1 (One) Balcony, being Holding No. 127, P.K. Guha Lane, Kolkata - 700028, in Ward No.10, in the said building namely "DIPALI APARTMENT" upon the land described in the FIRST SCHEDULE hereunder written TOGETHER WITH the rights of user of the common areas in the building as fully described in the Third Schedule hereunder written and impartible share of land as fully described in the First Schedule herein above written to the Donee herein forever which is morefully and particularly described in the SECOND SCHEDULE hereunder. The Donors herein relinquish their right, title and interest over the said land fully described in the First Schedule herein as their nearest and intimate friends of the Donee herein.

# NOW THIS DEED OF GIFT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as follows:-

THAT the DONORS are the nearest, intimate and well-wishers of the Donees. The DONEES are the beloved, intimate and well-wishers only DONORS. The DONORS have deep love and affection to the DONEES. In pursuance of the said intention and in consideration of natural love and affection which the said DONORS have for the said DONEES, the

said DONORS out of their free will, without fraud, coercion or undue influence from anybody whomsoever, doth hereby acquit, release and forever discharge the DONEES of the said flat herein conveyed, the DONORS doth hereby grant, transfer, convey, assign unto and in favour of the DONEES, ALL THAT one self contained residential flat having Marble floor being Flat No.'3D' on the Third Floor of the building comprised in the land described in the FIRST SCHEDULE underwritten containing an area of 825 sq.ft. super built up area be the same a little more or less consisting of 2 (Two) Bed Rooms, l (One) Drawing cum Dining Space, 1 (One) Kitchen Room, 2 (Two) Toilets and I (One) Balcony, being Holding No. 127, P.K. Guha Lane, Kolkata -700028, in Ward No.10, in the said building namely "DIPALI APARTMENT" upon the land described in the FIRST SCHEDULE hereunder written TOGETHER WITH the rights of user of the common areas in the building as fully described in the Third Schedule hereunder written and impartible share of land as fully described in the First Schedule herein above written more fully and elaborately described in the SECOND SCHEDULE hereunder written together with undivided proportionate share or interest over the land beneath and in all the common parts and portions with facilities and amenities comprised in the said building more fully and elaborately described in the THIRD SCHEDULE hereunder written and also the right, title and interest of the DONORS hereby transferred and the DONORS hereby confirm, release relinquish disclaim and disown their right title and interest in favour of the DONEES herein into the "SAID FLAT" and together with all other ways paths, passages sewers, advantages and appurtenances whatsoever to the "SAID FLAT" belonging to or in anywise appertaining thereto or reputed to belong or be known as part and parcel thereof or held used or enjoyed therewith or be appurtenant thereto and the reversion or reversions remainder or remainders and all the rents issues and profits thereof and every part thereof portions thereof together with the right to use the common areas and egress, ingress out of the "SAID FLAT" and every part of containing by admeasurements an area of an Flat measuring about 825 Sq.ft. super built up area more or less including the proportionate share over the land beneath more fully mentioned in the FIRST SCHEDULE hereunder and the undivided proportionate share or interest in all the common parts and portions and facilities and amenities comprised in the said building more fully described in the THIRD SCHEDULE hereunder written, and also all the right title and interest of the DONOR hereby transferred together with all other ways paths passages sewers advantages and appurtenances whatsoever to the "SAID FLAT" belonging to or in otherwise appertaining thereto or reputed to belong or be known as part or parcel or member thereof or held used or enjoyed therewith or be appurtenant thereto and the reversion or reversions remainder or remainders and all the rents issues and profits thereof and every part there or portions thereof TOGETHER WITH the right to use the common areas and paths passages for the purpose of free ingress and egress out of the "SAID FLAT" and every part or portions thereof in common with the others owners and occupiers of the said building and all the right of easements, quasi easements and stipulations and provisions in common with the beneficial use and enjoyment of the "SAID FLAT" and the essential service and amenities appertaining thereto and all the muniments deeds pattahs documents writings and other evidences of title exclusively relating to the said premises and/or the "SAID FLAT" which is now are or in the custody/possession and control of the said DONEES AND all the estate right title interest property claim and demand whatsoever of the said DONORS into or upon the "SAID FLAT" and every part or portion thereof TO HAVE AND TO HOLD the "SAID FLAT' hereby granted transferred conveyed assigned and assured unto and in favour of the DONEES forever and absolutely free from all encumbrances but subject to the payment of the proportionate share of common expenses for the maintenance and for upkeep of the building and the common parts thereof relating to all the common facilities and enjoyment within the building known and named as "DIPALI APARTMENT.

The DONORS hereby agreed with the DONEES, that the DONEES shall have every right, title and interest to mutate their name with the Municipality/Corporation and B.L and L.R. Office and shall transfer their right, title and interest over the said Flat at any time by way of Sale, Gift, Mortgage, Lease etc. as deem fit and proper.

The DONORS hereby agree to rectify any defect or omission at the request of the DONEES and at the cost of the DONEES.

# THE DONORS DOTH HEREBY COVENANT WITH THE DONEES as follows:-

- That notwithstanding an act deed matter or things whereby the DONORS herein are now lawfully and rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the undivided **Flat being No. 3D**, on the **Third Floor** and every part or portion thereof hereby granted conveyed transferred assigned and assured unto and to the use of the DONEES herein in the manner as aforesaid for a perfect and indefeasible transferable estate of inheritance without any manner or condition or other things to alter defeat encumber or make void the same.
- II) AND THAT notwithstanding an act deed or thing whatsoever or howsoever done as aforesaid DONORS have now full right power and absolute authority to grant gift, convey transfer, assign and assure the Flat being No. 3D, on the Third Floor along with undivided proportionate share of land and all other benefits and rights hereby granted sold conveyed transferred assigned and assured unto and to the use of the DONEES herein in the manner as aforesaid according to the true intent and meanings of these presents.

- III) AND THAT the DONEES herein shall and may from time to time and at all material times hereafter peaceably and quietly hold possess use and enjoy the Flat being no 3D, on the Third Floor and all other benefits and rights hereby granted sold, conveyed transferred assigned and assured or expressed or intended so to be unto and to receive all the rents issues and profits thereof without any lawful hindrance eviction interruptions disturbances claims and demands whatsoever or howsoever from or by the DONORS herein or any person or persons having lawfully or equitably claiming form under or in trust for the DONORS.
- IV) AND THAT the Flat being No. 3D, on the Third Floor and all other rights and benefits hereby granted, sold, conveyed, transferred assigned and assured or expressed or intended so to be and each and every part thereof are now free from all claims, demands, encumbrances lien lispendens attachments made or suffered by the DONORS or any person or persons having or lawfully claiming any estate or interest therein from under or in trust for the DONORS.
- NO FURTHER THAT the DONORS and all the persons having or lawfully or rightfully claiming any estate or interest in the said flat being Flat no. 3D, on the Third Floor or any part or portion thereof from under or in trust for the DONORS herein shall and will from time to time and all material times hereafter and at the like request and at the cost of the DONEES herein make do and execute or cause to be done made and executed all such, further and other lawful acts deeds matters and things whatsoever for further better and more perfectly assuring the said flat and all the other benefits and rights and every part or portion thereof granted sold, conveyed transferred assigned and assured unto and to the use of the DONEES herein in the manner as aforesaid as shall or may be reasonably required by the DONEES.

- VI) AND ALSO THAT the DONORS herein have not at any time done or executed or knowingly suffered or been a party to any act deed matter or thing whereby and where under the said flat and all other benefits and rights hereby granted sold, conveyed transferred assigned and assured or expressed or intended, so to be and every part thereof can or may be impeached encumbered or effected in title.
- VII) The DONORS shall sign all such papers and do and assist in such manner as may be required by the DONEES for mutation of names of the DONEES in the concerned Municipal office and other authorities concerned, as the occasion shall require.
- VIII) The DONORS declares that they did not or has not entered into any agreement with anybody for gift or sale of the said Flat.
- IX) The Donees herein are entitled to use common passages for their own purpose and they will have no right to create any obstruction on the said common passage now or in future.
- X) The Donees hereto are entitled to any repair, addition, alteration, modification plaster and white wash inside wall of the said Flat at their own cost.
- XI) The Donees shall and may at all time hereafter peacefully and quietly hold, possess and enjoy the said Flat and such and every part thereof forever and receive the rents issues and profits thereof without the lawful eviction interruption claim or demand from or by the DONORS or their heirs, executors, administrators, representatives and assigns.

# THE DONEES DO HEREBY COVENANT WITH THE DONOR as follows:-

a) The DONEES and all other person or persons deriving title under or in trust for them shall at all material times hereinafter shall observe and perform the rules and regulation framed and/or as may be determined by the Association/Holding Organization to be formed by the DONEES.

- b) The DONEES shall at all material times hereinafter shall regularly and punctually make payment of all the Municipal rates and taxes and other statutory taxes and impositions and expenses relating to the maintenance of the SAID BUILDING.
- d) The DONEES are accepted the said gift and has this day received exclusives possession of the said property from the **DONORS** herein.

The DONEES herein are the nearest and intimate friends and well-wishers of the DONORS herein.

That the DONEES doth hereby accepted the aforesaid gift i.e. the said flat morefully described in the **Second Schedule hereunder**.

The estimated value of the said property is **Rs. 10,00,000/-** (Rupees Five Lacs) only.

## FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO (Total Land)

ALL THAT piece and parcel of land measuring about 5 (five) Cottahs forming part of R.S & L.R Dag No.420 under R.S & L.R Khatian No.449 in Mouza - Digla, J.L. No.18, Touzi No.173 under Police Station - Dum Dum presently known and numbered as Municipal Holding No.127, P.K. Guha Lane (previously premises/holding no.39, P.K. Guha Lane, Modern Colony), Kolkata-700 028 and under municipal ward No.10 within the limits of the South Dum Dum Municipality, Additional Dist. Sub-Registration office at Cossipore, Dum Dum in the District of North 24 Parganas and bounded as follows:-

building and common colour washing or painting of the common parts of the building and repairing road, staircase, compound walls and all other common amenities.

- 3. That the Donees shall and will observe and perform the terms and conditions and byelaws and the rule and regulation of the said society, company or Association.
- 4. That the Donees shall not any time carry or suffered to carry on the flat hereby sold and conveyed or any part thereof or that said flat on the **Third Floor** any trade or business whatsoever pursuant where of is may be or become in any way, nuisance annoyance or danger to the Donors or their successors in title or to the owners and/or the occupiers of the other flat owners or of the owners or occupiers of any neighboring property or which may tend or depreciate the value of the said flat or any part thereof as a residential property or permit the same to be used (except as aforesaid) for any purpose.
- 5. That the Donees shall and will give the owner of the other flats the necessary vertical horizontal and lateral support for its flat and also a right to any way over all common roads, staircase, passage etc. and shall and will be entitled to similar rights from and other owners of the said building.
- 6. That the Donees shall have the right to enter into any other flats in the said building for the purpose of affecting repair of service pipes line and portions of its flats as may be reasonably necessitate such entry with a 48 hours advance intimation of its such intended entry to the owners concerned and shall and will allow owners of other flats such entry into its flat areas under similar circumstances and upon having similar prior notice in writing.
- 7. The Donees shall be liable to pay directly to South DumDum Municipality and/or other appropriate authorities or contribute in portion to the floor area of the said flat on the Flat No. 3D, on the

Third Floor, towards in the account of payment of Municipality taxes and other outgoing payable in respect of the said plot of land and/or the premises and in cases where the said payment shall not be made directly to the Municipality and/or statutory authorities as aforesaid same shall be made by the Donees to the Association or Society of the Purchasers/owners of the undivided proportionate share in the said land and thus becoming owners of the several flats in the building and in defaults shall be liable for payment thereof with costs of litigation being sued by the Association or Society as the case may be. The Donees shall mutate their names in the records of South DumDum Municipality in respect of their flat and proportionate share of land.

- 8. The Donees shall have full proprietary on the said Flat No. 3D, on the Third Floor, together with undivided proportionate share of land the Donees shall be entitled to sell, mortgage, let out lease out or transfer in any way permitted by laws without requiring to have or seek any consent for the purpose from the Donors or any others or owners of the flat areas other than its own contained in the said building.
- 9. The Donees shall not in any case damage the main structural wall of the said building which may be prejudicial to the interest of the other flat owners.
- 10. The Donees shall not decorate the exterior portion of the said flat otherwise than in the manner in writing by the committee.
- 11. The Donees shall have full complete and absolute rights of user in common with the other owners and/or occupiers of the different flats, the staircase alongwith landing thereon and thereunder or gate abutting on the public road of egress and ingress and carrying or bringing in taking out of the said flat all goods, chattal, furniture and any other movable item.

**ON THE NORTH** : 14 feet wide municipal road

ON THE SOUTH : Portion of Dag No.420

**ON THE EAST**: 14 feet wide municipal road

ON THE WEST : House of Paritosh Das

## SECOND SCHEDULE OF THE PROPERTY ABOVE REFERRED TO: (THE FLAT HEREBY GIFTED)

ALL THAT one self contained 7 years old residential flat having Marble flooring without lift facility, being Flat No. 3D, on the Third Floor (North -West) facing, measuring about 825 (Eight Hundred Twenty Five) Sq. Ft. more or less, consisting with 2 (two) bed rooms, 1 (one) Leaving cum Dining room, 1 (one) Kitchen room, 1 (one) toilet and 1 (one) Balcony of the said building known as 'DIPALI APARTMENT' along with common areas, amenities, facilities and undivided proportionate interest or share on the said land mentioned in the First schedule hereinabove written.

# THIRD SCHEDULE ABOVE REFERRED TO (Rights and obligations of the Donees)

1.That the Donees shall and will own and enjoy the said flat measuring about area 825 (Eight Hundred Twenty Five) Sq. Ft. super built up area more or less on the Third Floor, Flat No. 3D, together with undivided interest in the land as morefully described in the First Schedule hereinabove written shall remain join for all title with the vendors therein or other co-Purchasers/Donees who may hereafter or hereto before has acquired right, title and interest in the land in any flat in the building at being declared that the interest in the land is impartiable.

2. That Donees shall become and remain member of the society, company or Association to be formed by and consisting of the owners of the flat owners of the said building above written and of an the other flats for the purpose of attending to safe guarding maintaining all matters and common interest like repairs white washing of the

- 12. The Donees shall have right of obtaining telephone connection to the said flat as well as the right of fixing television antenna and/or Radio Serials on the roof of the said property and for this purpose the Donees shall have the right of digging inserting and for fixing plug and supporting clumps in all portions of the said property provided always that the Donees shall restore for with such dug up holes or excavations at his own costs and expenses.
- 13. The Donees shall have the right or maintenance repairs for white washing or painting of the door and windows of the said flat in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.
- 14. The Donees shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed.
- 15. The Donees shall not store any inflammable and/or combustible articles in the said flat nor use the said flat for any other purpose save and except residential purpose.
- 16. The Donees shall not store any rubbish or any other things in the stair case not to the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building.
- 17. The Donees take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the flat hereby purchased.
- 18. The Donees shall pay proportionate share for electric consumption in respect of common areas of the said building and shall pay to the association.
- 19. The Donees shall also pay their proportionate share for insurance of the building for earthquake, fire, mob, violence and commotion.

# FOURTH SCHEDULE ABOVE REFERRED TO COMMON USE OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THE INDENTURE SHALL INCLUDE:-

- 1. The space within the building comprised of the entrances hereto staircase landing lobbies if any.
- 2. The foundation columns girders, beams, support main walls of the main gate of the premises and the possession landing to the building and the staircase.
- 3. Drains and sewages from the building to the Municipal drain, septic tanks soak pits and sewerage lines thereto connected.
- 4. It has been agreed upon by and between the parties that the roof and terrace of the said building including the parapets walls shall always be the property of the flat owners and exclusive enjoyment of them.
- 5. However that flat owners shall have the right to go to roof for inspection of the overhear water reservoirs, pipe line and install T.V antenna and send mechanics to repair the same.
- 6. All other areas, facilities and amenities in the premises with area intended for common use.
- 7. The land on which the building is located and all easements rights and appurtenances belongings to the land and the building.
- One pumps room with motor and pump distribution pipes.
- 9. Water pump, Water tank, water pipes, and other common plumbing installation.
- 10. Corridors, Lobbies, Landing space, stairs, stairways, fire escapes, entrance, exists of the building.
- Electrical wiring; meters; generators; and fittings.
- 12. Water and sewerage evacuation pipes to the drains and sewerage common to the following;

IN WITNESS WHEREOF the Donors and the Donees herein have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED at

Kolkata in the presence of:

1. Arup Kumar Ghoshal vill+P.O-B. Raghunath Pus Lyinkum Alyah. PS Korshipaux

Ranu Nayak

SIGNATURE OF THE DONORS

Hatracha P.O. Hatracha

P.S. K.L.C

Kol = 400156

The Donee has accepted this Deed of Gift with deep respect and honour

SIGNATURE OF THE DONEES

s per instruction of both the herein drafted by me

Advocate

High Court, Calcutta

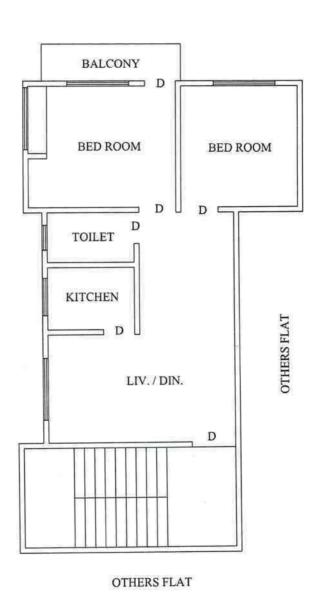
Enrl. No. WB-225/2007

- 13. Drains and sewages from the building to the Municipal drain;
- 14. **GENERAL COMMON ELEMENTS** of all appurtenances and facilities and other items which area not part within the area of the said (FLAT).
  - a) All private ways, curves, side-walls, and area of the said premises.
  - b) Exterior conduits, utility lines.
  - c) Public connection, meter, gas, telephone and water owned by public utility or other agencies providing such services and located outside the building.
  - d) Exterior lighting and other facilities necessary to the upkeep and safety of the safe building.
  - e) All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
  - f) The foundation, corridor, lobbies, Stairways Entrance and exists, pathways, Footings, Columns, Girders, Beams, Supports and exterior walls beyond the said 'FLAT', side or interior load bearing walls within the building or concrete floor slabs except the roof slab and all concrete ceilings and all staircases in the said building.
  - g) Utility lines, telephone and electrical systems contained within the same building.
  - h) The ultimate roof or terrace will be common use of all the Owners of the flats and inhabitants of the building.

FLOOR PLAN OF FLAT SITUATED AT MOUZA - DIGLA, J.L. NO. - 18, TOUZI NO. - 173, DAG NO. - 420, KHATIAN NO. - 449, HOLDING NO. - 127, P. K. GUHA LANE, WARD NO. - 10, UNDER DUM DUM MUNICIPALITY, P. S. - DUM DUM, DISTRICT - 24 PARGANAS (N).

FLOOR - " 3RD " , FLAT NO. - " F3D" SUPER BUILT-UP AREA OF FLAT = 825 SQ.FT.

NAME OF THE DONOR = DIPAK KUMAR NAYAK & RANU NAYAK NAME OF THE DONEE = AJAY KUMAR & SABARI SEAL



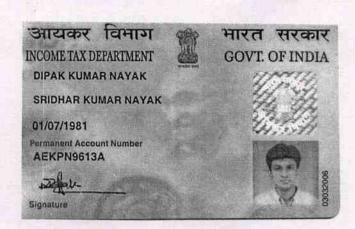


1. Inji kum Nguh. 2. Ranu Najak

1. Hay tume

## PECIMON FORM FOR TEN FINGERPRINTS





Signi kum olgehr





## ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

## ভারত সরকার

Unique Identification Authority of India Government of India

নথিভূক্তকরণ নং/Enrolment No.: 1007/10335/00138

To: Dipak Kumar Nayak

(দীপক কুমার নাবক) C/O Hemanta Lenka 13 A, NILAMANI MITRA ROW SARAKAR BAGAN NEAR R. G. KAR HOSPITAL SHYAMABAZAR Kolkatta Bankura

West Bengal - 700002

EY 01228383 4 IN

আপনার আধার সংখ্যা/Your Aadhaar No.:

4515 4990 3127

আধার – সাধারণ মানুষের অধিকার

ভারত সরকার GOVERNMENT OF INDIA



দীনক কুমার দারক Dipak Kumar Nayak

अन्य मान / Year of Birth : 1981

4515 4990 3127

আধার – সাধারণ মানুষের অধিকার

djul know objet.





## मारतीय विशिष्ट पहचान प्राधिकरण

## भारत सरकार

Unique Identification Authority of India Government of India

नामांकन क्रमांक/Enrolment No.: 1007/60147/02450

Ranu Nayak

(रानू नायक) W/O Dipak Kumar Nayak 13A NILAMANI MITRA ROW SARKARBAGAN NEAR R G KAR HOSPITAL SHYAMBAZAR

Date: 27/09/2011 KOLKATA

Kolkata West Bengal - 700002

Ref. No : 00001483-00095384-00096024-



आपका आधार क्रमांक / Your Aadhaar No. :

6919 7753 0168

आधार - आम आदमी का अधिकार



भारत सरकार GOVERNMENT OF INDIA



रानू नायक Ranu Nayak पति : दीपक कुमार नायक Husband : Dipak Kumar Nayak जन्म वर्ष / Year of Birth : 1983 महिला / Female



आधार - आम आदमी का अधिकार

Ranu Nayak



Ranu Najak

STEGOT FAHTI THEAT APART AND GOVT. OF INDIA AJAY KUMAR SATVADEO PRASAD STITUTISSS
AUGPK4408A

John John J

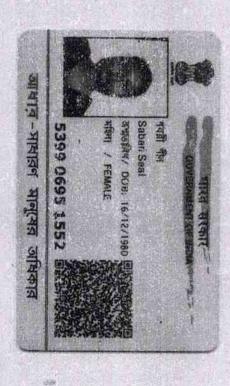
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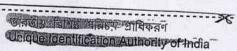




আধার – সাধারণ মানুষের অধিকার

Arup Kumartihoshol.





ঠিকানা:, রঘুনাথপুর ভালর রঘুনাথপুর, দক্ষিণ ২১ গরগনা গচ্চিম বল,

Address: Raghunathpur, South 24 Parganas, Bhangar Raghunathpur, West Bengal, 743502

9778 6168 2741









## Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM, District Name :North 24-Parganas
Signature / LTI Sheet of Query No/Year 15060000327170/2019

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	DIPAK KUMAR NAYAK 13A, NILAMANI MITRA ROW, SARKARBAGAN, NEAR R G KAR, P.O:- Tala, P.S:- Tala, District:- South 24-Parganas, West Bengal, India, PIN - 700002	Donor			Lepit known alopeli
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	RANU NAYAK 13A, NILAMANI MITRA ROW, SARKARBAGAN, NEAR R G KAR, P.O:- Tala, P.S:- Tala, District:- South 24-Parganas, West Bengal, India, PIN - 700002	Donor			Romu Nayak 1/3/2019
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	AJAY KUMAR MANDIRA APT., 77, P K GUHA LANE, DUM DUM CANT., P.O:- DUMDUM, P.S:- Dum Dum, District:-North 24- Parganas, West Bengal, India, PIN - 700028				1/5/2019

I Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executa	nt Category	Photo	Finger Print	Signature with date
4	SABARI SEAL MANDIRA APT., 77, F GUHA LANE, DUM DI CANT., P.O:- DUMDU P.S:- Dum Dum, District:-North 24- Parganas, West Beng India, PIN - 700028	JM IM,			John dend. 1/3/19
SI No.	Name and Address of identifier	Identifie	r of I	Photo Finger	Print Signature with date
1	GHOSAL	DIPAK KUMAR NA NAYAK, AJAY KUN SEAL	A THE PROPERTY OF THE PARTY OF		Mare 14, 15/103/2019

(Sujata Tarafdar)

ADDITIONAL DISTRICT
SUB-REGISTRAR

OFFICE OF THE A.D.S.R.
COSSIPORE DUMDUM

North 24-Parganas, West
Bengal



## Govt. or west bengar Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-201819-036384468-1

Payment Mode

Online Payment

GRN Date: 27/02/2019 22:02:43

Bank:

**AXIS Bank** 

BRN:

302054308

BRN Date:

27/02/2019 22:05:50

## DEPOSITOR'S DETAILS

Id No.: 15060000327170/2/2019

[Query No./Query Year]

Name:

Bikash Karmakar

Contact No.:

Mobile No.:

+91 9903497515

E-mail:

Address:

Applicant Name:

AE175 Sriniwas Appt Rabindrapally Kol101 Shri AJAY KUMAR

Office Name:

Office Address:

Status of Depositor:

Advocate

Purpose of payment / Remarks:

Gift, Gift in f/o others except family members, Government,

Local Body

## PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	15060000327170/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	143099
2	15060000327170/2/2019	Property Registration-Registration Fees	0030-03-104-001-16	23877

Total

166976

In Words:

Rupees One Lakh Sixty Six Thousand Nine Hundred Seventy Six only

## Major Information of the Deed

Deed No :	I-1506-01949/2019	Date of Registration	07/03/2019		
Query No / Year 1506-0000327170/2019		Office where deed is registered			
Query Date	25/02/2019 6:50:39 PM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas			
Applicant Name, Address & Other Details	LANE, DUM DUM CANT.,Than GAL, PIN - 700028, Mobile No.				
Transaction		Additional Transaction			
[0204] Gift, Gift in f/o other Government, Local Body	s except family members,	[4305] Other than Immo Declaration [No of Declaration			
Set Forth value		Market Value			
Rs. 10,00,000/-		Rs. 23,86,312/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 1,43,199/- (Article:33(ii))	8.	Rs. 23,877/- (Article:A(1), E)			
Remarks	Received Rs. 50/- (FIFTY only area)	) from the applicant for issuing	the assement slip.(Urban		

## **Apartment Details:**

District: North 24-Parganas, P.S:- Dum Dum, Municipality: DUM DUM, Mouza: Digla Road: P. K Guha Lane, Pin Code: 700028

Sc h No.	Plot No Details	Khatian Details	Floor Area (In Sq.Ft.)	Set Forth Value (In Rs.)	Market value (In Rs.)	Other Details
A1	LR - 420	LR - 449	Super Built- up Area: 825	10,00,000/-,	23,86,312/-	Flat No: 3D, Floor No: 3,Apartment Type: Flat/Apartment Residential Use, Floor Type: Marble, Age of Flat: 7 Year, Approach Road Width: 14 Ft., New Flat, Status of Completion: Completed

## Donor Details:

SI No	Name,Address,Photo,Finger print and Signature
1	DIPAK KUMAR NAYAK  Son of SRIDHAR NAYAK 13A, NILAMANI MITRA ROW, SARKARBAGAN, NEAR R G KAR, P.O:- Tala, P.S:- Tala, District:-South 24-Parganas, West Bengal, India, PIN - 700002 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AEKPN9613A, Status:Individual, Executed by: Self, Date of Execution: 01/03/2019  , Admitted by: Self, Date of Admission: 01/03/2019, Place: Pvt. Residence, Executed by: Self, Date of Execution: 01/03/2019  , Admitted by: Self, Date of Admission: 01/03/2019, Place: Pvt. Residence

RANU NAYAK

Wife of DIPAK KUMAR NAYAK 13A, NILAMANI MITRA ROW, SARKARBAGAN, NEAR R G KAR, P.O:- Tala, P.S:- Tala, District:-South 24-Parganas, West Bengal, India, PIN - 700002 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AEZPN1995A, Status: Individual, Executed by: Self, Date of Execution: 01/03/2019

, Admitted by: Self, Date of Admission: 01/03/2019 ,Place: Pvt. Residence, Executed by: Self, Date of

Execution: 01/03/2019

, Admitted by: Self, Date of Admission: 01/03/2019 ,Place: Pvt. Residence

#### Donee Details:

SI No	Name,Address,Photo,Finger print and Signature				
1	AJAY KUMAR (Presentant) Son of Late SATYADEO PRASAD MANDIRA APT., 77, P K GUHA LANE, DUM DUM CANT., P.O:- DUMDUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AUQPK4408A, Status:Individual, Executed by: Self, Date of Execution: 01/03/2019 , Admitted by: Self, Date of Admission: 01/03/2019, Place: Pvt. Residence				
2	SABARI SEAL Wife of AJAY KUMAR MANDIRA APT., 77, P K GUHA LANE, DUM DUM CANT., P.O:- DUMDUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BJBPS0023G, Status:Individual, Executed by: Self, Date of Execution: 01/03/2019 , Admitted by: Self, Date of Admission: 01/03/2019, Place: Pvt. Residence				

#### Identifier Details:

Name	Photo	Finger Print	Signature
ARUP KUMAR GHOSAL Son of CHUNNI LAL GHOSAL B RAGHUNATHPUR, P.O:- B RAGHUNATHPUR, P.S:- Kashipur, District:-South 24-Parganas, West Bengal, India, PIN - 743502			
Identifier Of DIPAK KUMAR NAYAK, RAN	U NAYAK, AJA	AY KUMAR, SABARI SEA	L

Transfer of Apartment from Donor To Donee

Sch No.	Donor Name	Donee Name	Relationship of Donor and Donee (Within Family ?)	Transferred Area	Share in Market Value (In Rs.)
A1	DIPAK KUMAR NAYAK	AJAY KUMAR	N	206.25 Sq Ft	5,96,578/-
A1	DIPAK KUMAR NAYAK	SABARI SEAL	N	206.25 Sq Ft	5,96,578/-
A1	RANU NAYAK	AJAY KUMAR	N	206.25 Sq Ft	5,96,578/-
A1	RANU NAYAK	SABARI SEAL	N	206.25 Sq Ft	5,96,578/-

## Endorsement For Deed Number : I - 150601949 / 2019

#### On 01-03-2019

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

Presented for registration at 19:15 hrs on 01-03-2019, at the Private residence by AJAY KUMAR, one of the Claimants.

#### 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 23,86,312/-. Other amount Rs 23,86,312/-

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

Execution is admitted on 01/03/2019 by 1. DIPAK KUMAR NAYAK, Son of SRIDHAR NAYAK, 13A, NILAMANI MITRA ROW, SARKARBAGAN, NEAR R G KAR, P.O: Tala, Thana: Tala, South 24-Parganas, WEST BENGAL, India, PIN - 700002, by caste Hindu, by Profession Business, 2. RANU NAYAK, Wife of DIPAK KUMAR NAYAK, 13A, NILAMANI MITRA ROW, SARKARBAGAN, NEAR R G KAR, P.O: Tala, Thana: Tala, South 24-Parganas, WEST BENGAL, India, PIN - 700002, by caste Hindu, by Profession House wife, 3. AJAY KUMAR, Son of Late SATYADEO PRASAD, MANDIRA APT., 77, P K GUHA LANE, DUM DUM CANT., P.O: DUMDUM, Thana: Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by Profession Business, 4. SABARI SEAL, Wife of AJAY KUMAR, MANDIRA APT., 77, P K GUHA LANE, DUM DUM CANT., P.O: DUMDUM, Thana: Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by Profession Business

Indetified by ARUP KUMAR GHOSAL, , , Son of CHUNNI LAL GHOSAL, B RAGHUNATHPUR, P.O: B RAGHUNATHPUR, Thana: Kashipur, , South 24-Parganas, WEST BENGAL, India, PIN - 743502, by caste Hindu, by profession Others

3.

Sujata Tarafdar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM

North 24-Parganas, West Bengal

## On 06-03-2019

#### **Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 23,877/- (A(1) = Rs 23,863/-, E = Rs 14/-) and Registration Fees paid by by online = Rs 23,877/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/02/2019 10:05PM with Govt. Ref. No: 192018190363844681 on 27-02-2019, Amount Rs: 23,877/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 302054308 on 27-02-2019, Head of Account 0030-03-104-001-16

### **Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 1,43,199/- and Stamp Duty paid by by online = Rs 1,43,099/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/02/2019 10:05PM with Govt. Ref. No: 192018190363844681 on 27-02-2019, Amount Rs: 1,43,099/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 302054308 on 27-02-2019, Head of Account 0030-02-103-003-02

Your

Suman Basu
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM

North 24-Parganas, West Bengal

## On 07-03-2019

\* \$ 27

### 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 (ii) of Indian Stamp Act 1899.

#### **Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 1,43,199/- and Stamp Duty paid by Stamp Rs 100/- Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-

2. Stamp: Type: Impressed, Serial no 199204, Amount: Rs.100/-, Date of Purchase: 22/01/2019, Vendor name: S Chatterjee

Your

Suman Basu

ADDITIONAL DISTRICT SUB-REGISTRAR

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

DUMDUM

North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1506-2019, Page from 89082 to 89121 being No 150601949 for the year 2019.



Digitally signed by SUMAN BASU Date: 2019.03.12 11:12:55 +05:30 Reason: Digital Signing of Deed.

Ysum

(Suman Basu) 12/03/2019 11:10:36
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)