5474/18 I 49a4/18 भारतीय गैर न्यायिक INDIA NON JUDICIAL Rs.5000 ₹.5000 पाँच हजार रुपये

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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DEED OF GIFT

THIS DEED OF GIFT is made on this 4th Day of OCTOBER 2018 (Two Thousand Eighteen).

BETWEEN

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1) SRI. DEBA PRASUN SEN, PAN- ACIPS6893F, Son of Late Sitangshu Sen, by religion - Hindu, by Occupation -Service, residing at 6, Jailaxmi Nagar, Vasna, P.O. - Paldi, P.S.Vejalpur, Ahmedabad- 380007, 2) SMT. KETAKI SEN, PAN-KMHPS9951R, wife of Mr. Laxmi Prasun Sen, daughter of Late Sitangshu Sen, by religion - Hindu, by Occupation -Housewife, residing at 17, Kumartuli Street, P.O. Hatkhola, P.S – Shyampukur, Kolkata- 700005, 3) SMT. RATANA BALLARI GOSWAMI, PAN- AJYPG4257C, wife of Sri Prabir Goswami, daughter of Late Sitangshu Sen, by religion - Hindu, by Occupation -Housewife, residing at 1/6, Nayapally, near Agradut Club, P.O.& P.S - Belghoria, Kolkata- 700056, 4) SMT. MANIMANJARI SAHA, PAN- AJYPS2516C, wife of Sri Pranab Saha, daughter of Late Sitangshu Sen, by religion - Hindu, by Occupation - Housewife, residing at Chandra Master Road, Barrackpore, P.O. -Nonachandanpukur, P.S---Titagarh, Kolkata- 700122, 5) SRI. AMITAVQ SEN, PAN- AVNPS6931Q, son of Late Sudhangshu Bikash Sen, by Faith- Hindu, by occupation- Business, residing at-Flat No. C3,52 A, Kalighat Road, P.O-& P.S- Kalighat, Kolkata- 700026, 6) SMT. SUSMITA DASGUPTA, PAN- AOCPD6389M, wife of Sri Ashim Dasgupta, daughter of Late Sudhangshu Bikash Sen, by Faith- Hindu, by occupation-Housewife, residing at- Flat No. 2A, 1, H.B. Town, P.O- Sodepur, P.S- Khardaha, Kolkata- 700110, 7) SRI. SATADRU SEN, PAN- BJVPS3149B, son of Late Mayukhabha Sen, grandson of Sudhangshu Bikash Sen, by Faith- Hindu, by occupation- Service, residing at- Flat No. C3, 52 A, Kalighat Road, P.O- & P.S-Kalighat, Kolkata- 700026, 8) SMT. NABA MALLIKA DASGUPTA, PAN-EWOPD9630M, wife of Sri Debiprasad Dasgupta, daughter of Late Sudhangshu Bikash Sen, by Faith- Hindu, by occupation- Housewife, residing at- 8/1, Ananta Kutir, Judunath Mukherjee Street, P.O-Ariadaha, P.S- Belghoria, Kolkata- 700057, hereinafter jointly called and referred to as the " DONERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and

mangal eNDO Proprietor include their heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

SRI. NIRMALYA PRASUN SEN, PAN- BOGPS3503D, Son of Late Sitangshu Sen, by religion – Hindu, by Occupation –Business, residing at Sreepally 1st Lane, P.O. – Bengal Enamel, P.S. Titagarh, Dist. North 24 Parganas, PIN-743122, 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 heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS Sitangshu Bikash Sen along with four others purchased a piece and parcel of land of land measuring about 16.5 Decimals Lying and situated at Mauza – Chandanpukur, J.L No- 2, Touzi No-108, appertaining to C.S Khatian No – 114 & 116, C.S Dag No- 176 & 177, corresponding to R.S Khatian No-116, R.S Dag No – 177/708,, Under Ward No – 9, of North Barrackpore Municipality, being Known and identified as holding No 2146(old) & 621(New), P.S – Titagarh, Sub Registry Office at Barrackpore, Dist North 24 Parganas, by virtue of a registered deed of conveyance dated 28/01/ 1952, and the same was registered before the office of Sub Registry Office Barrackpore, which is recorded in book No – I, Volume No – 9, from pages 9 to 12, being deed No- 261, for the year 1954, and the same is hereinafter referred to as the "SAID PROPERTY",

AND WHEREAS sitangshu Bikash Sen & others after acquiring ownership over the said property duly mutated their names before the locale municipality and constructed a one storied dwelling unit over it.

AND WHEREAS Himangshu Bikash Sen one of the co owner died intested on 15/07/1959 leaving behind Smriti Sen his wife as his only legal heir and



successors. It is to mention here that Smriti Sen died intested without having any issue and as such her share over the said property devolved upon Sitangshu Bikash Sen and three others.

AND WHEREAS Himani Kana Sen one of the co owner died intested on 23/02/1972 as unmarried and as such her share over the schedule property devolved upon Sitangshu Bikash Sen, Sudhangshu Bikash Sen and Snehangshu Bikash Sen.

AND WHEREAS Sudhangshu Bikash Sen died intested on 17/09/1992, leaving behind Mayukhabha Sen and the Doners No- 5,6 &8, herein and two others i.e, Naba Malati Sengupta & Bijoya Dasgupta, as his only legal heirs and successors.

AND WHEREAS Mayukhabha Sen died intested on 19/06/2006, leaving behind the Doner No- 7, herein as his only legal heir and successor and as such the share of Mayukhabha Sen over the Schedule property devolved upon the doner No-7, herein.

AND WHEREAS Snehangshu Bikash Sen one of the co owner died intested on 16/08/2014 as unmarried leaving behind the Doners, Donee and Naba Malati Sengupta & Bijoya Dasgupta, as his only legal heirs and successors.

AND WHEREAS the Doners, Donee'along with Naba Malati Sengupta & Bijoya Dasgupta, are at present are the joint owners in respect of a plot of land measuring about 6 (Six) Cottah, 1(One) chittak & 19 (Nineteen) Sq Ft together with two storied building about 1462.12 Sq Ft, out of the said property which is more fully detailed and described in the schedule written hereunder and more clearly shown in the site plan annexed herewith and delineated with red border line.

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Proprietor

AND WHEREAS the Doners Donee along with Naba Malati Sengupta & Bijoya Dasgupta are the joint owners in respect of the schedule property i.e Doners No-1 to 4 along with the Donee, are having undivided 50% share over the said schedule property and Doners No- 5 to 8 along with Naba Malati Sengupta & Bijoya Dasgupta are having 50% undivided share over the schedule property.

AND WHEREAS the Donee is the full bloded Brother of the Doners Nos-1 to

4 & Cousin Brother of Doners No-5,6 & 8 and Doner No 7 is the son of the deceased brother of the Donee.

AND WHEREAS out of their natural love and affection which the Doners bears for the Donee, of their free will and without any force, compultion or undue influence and with keen to see the Donee settle and well establish in his life the Doners No-1 to 4, has made up their mind to gift their joint i.e, 4/5th undivided share out of their 50% share and Doners No- 5 to 8, has made up their mind to gift their joint i.e, 4/6th undivided share out of their 50% share which they have over the schedule property in favour of the Donee.

NOW THIS DEED OF GIFT WITNESSETH AS FOLLOWS:

That in pursuance of the said wish and desire of the DONORS and out of their natural love and affection which the Donors has for the DONEE, the Donors, doth hereby give, grant, convey, transfer, assure and assign unto the Donee, ALL THAT piece and Parcel of their undivided share in respect of a plot of land with two storied building standing thereon TOGETHERWITH all easement rights morefully and particularly described in the Schedule hereunder written.

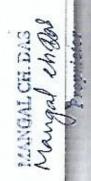
AND ALL the estate, right, title, claim, interest and demand whatsoever of the said Donors unto and upon the said Property in the following manner:

That the Donors doth hereby make a Gift of the above mentioned property as morefully described in the schedule below to the Donee freely, absolutely and forever and Donors doth hereby deliver peaceful possession of the said property unto the Donee TO HAVE AND TO HOLD the said property for

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his own use and benefit AND the Donors doth hereby covenant and agreed to and with the Donee that notwithstanding any act, deed, matter or thing made done or committed or knowing permitted or suffer to the contrary, the Donors would hath themself good right, full power and absolute authority to give, grant, convey, transfer and assure the Schedule mentioned Property unto the use of the Donee in the manner aforesaid and the Donee shall have full right and authority to record his name as Owner in respect of the Schedule mentioned Property, in the records of North Barrackpore Municipality as well as B. L. & L. R. Office of Govt. of West Bengal and shall pay the municipal taxes and Govt. rents to the concerned authorities and will hold, posses and enjoy the Schedule mentioned Property freely, absolutely and without any objection or interference of others.

AND THAT the Donee shall and may at all times hereafter peaceably and quietly hold, posses and enjoy the Schedule mentioned Property given to him as stated hereinbefore, and receive the rents and profits thereof with regard to the said property without any interruption, claim or demand whatsoever from or by the Donors or any other person or persons lawfully or equitable claiming through or in trust for the Donors and all other person or persons having or claiming any estate, right or title, interest as trust property, claim or demand whatsoever into upon and out of the said Property from, through under or in trust for the Donors shall and will from time to time and all times hereafter on every reasonable request and at the costs and expenses of the Donee to make execute and perfect or cause to be made, done executed or perfected all such further or other assurances acts and deeds or things whatsoever for further and more perfectly giving, conveying, assuring for confirming the Schedule mentioned Property unto and to the use of the DONEE forever in the manner aforesaid or as by the Donee may be reasonably required.



THAT, from the moment of the execution of this Deed of Gift, all the rights, title and interest of the DONORS in respect of the Schedule mentioned Property stands transferred in favour of the DONEE and the Donee herein shall use and enjoy the same in whatsoever manner he likes and to exercise all the rights of lawful owner having every right to transfer the Schedule mentioned Property by way of sale, gift, mortgage etc. as his choice.

THAT, the DONORS herein today deliver willfully the absolute physical khas possession of the aforesaid and below mentioned schedule property to the DONEE forever and declares herein that they have good marketable title over the said property and the said property is free from all encumbrances, charges, liens, attachments etc. and the DONORS till yet not received any notice for acquisition and/or requisition from Central or State Govt. or from any statutory authorities over the said property.

THAT this indenture also witnesseth that the DONEE do hereby testify his acceptance of the GIFT by executing these presents.

THAT the Gifted Property has been valued approximately at Rs.,30,00,000/- (Rupees Thirty Lac) only.

SCHEDULE OF PROPERTY

ALL THAT piece and parcel of land measuring about 3214.93 Sq Ft together with two storied building measuring 1072.21 Sq Ft being the undivided 4/5th share of the Doners No- 1 to 4, out of their 50% share and undivided 4/6th share of the Doners No- 5 to 8, out of their 50% share or interest into and over the property having total area of land measuring 6 (Six) Cottah, 1(One) chittak & 19 (Nineteen) Sq Ft together with two storied building about 1462.12 Sq Ft lying and situated at Mouza- Chandanpukur, J.L No- 2, comprised in R.S Dag No-177/708, appertaining to R.S Khatian No- 116, being known and identified as Holding No-621, sreepally 1st Lane, Under ward No-9, of North Barrackpore Municipality, Sub Registry office Barrackpore, Police Station- Titagarh, Dist – North 24 Parganas, TOGETHER WITH all fittings, fixtures, installation and

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installation and easement rights and other benefits, facilities and advantages attached therein or thereto and the entire property is more particularly shown and delineated in the site Map or Plan annexed hereto and marked with red border line, the property is butted and bounded as follows:-

ON THE NORTH: 12' Wide Municipal Road.

ON THE SOUTH:- H/O Amar Bhattacharjee.

ON THE EAST :- H/O Swapan Sarkar & another..

ON THE WEST :- H/O Amar Bhattacharjee.

IN WITNESSETH WHEREOF, the DONORS herein do hereby put their hands and signature on this Deed of Gift in presence of the following witnesses:

WITNESSES:

1) Sujary Duy Bossackpore, PS:- Titasport

2) Sumit Mondal Bannachpm PS-Titagon

Debapan L Susmili Desjupia Ketaki Sen Satadrusen Ratnaballari Groswani The maje Sahe (Sen)

Nalsa Mallika Dasyupta

SIGNATURE OF THE DONORS

The DONEE doth hereby accept the gifted property from the Donors in his sweet will and also receive the possession of the gifted property.

Normalya Prasum Sen SIGNATURE OF THE DONEE

Drafted & Prepared by :-

Indrajih Chattopishyay (INDRAJIT CHATTOPADHYAY)

Advocate, Enrolment No- 1070/1999.

Barrackpore Court Kolkata - 700120. Composed by:-

Rajesh Sarkar Barrackpore

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Govi. Or vvest bengar Directorate of Registration & Stamp Revenue e-Challan

19-201819-029850227-1

Payment Mode

Online Payment

ate: 12/10/2018 15:47:50

Bank:

State Bank of India

IK00UAXOV8

BRN Date: 12/10/2018 15:48:40

OSITOR'S DETAILS

Id No.: 15050001539741/7/2018

[Query No./Query Year]

Name:

samir mandal

Contact No.:

Mobile No.

+91 9836340425

E-mail:

Address:

talpukur

Applicant Name:

Mr Indrajit Chatterjee

Office Name:

Office Address:

Status of Depositor:

Others

Purpose of payment / Remarks:

Gift, Gift in f/o family members and others Payment No 7

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15050001539741/7/2018	Property Registration- Stamp duty	0030-02-103-003-02	112906
2	15050001539741/7/2018	Property Registration-Registration Fees	0030-03-104-001-16	39310

Total

152216

In Words:

Rupees One Lakh Fifty Two Thousand Two Hundred Sixteen only

MANGAL CH. DAS

Proprietor