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DEED OF GIFT

THIS DEED OF GIFT is made on this 8th Day of March 2019 (Two Thousand Nineteen).

BETWEEN

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## out. of West Bengal

# Directorate of Registration & Stamp Revenue

e-Challan

GRN:

19-201819-038190137-1

Payment Mode

Online Payment

GRN Date: 27/03/2019 13:17:12

Bank:

State Bank of India

BRN:

IK00ZKYHV4

BRN Date:

27/03/2019 13:18:09

DEPOSITOR'S DETAILS

ld No.: 15050000384638/5/2019

[Query No./Query Year]

Name:

samir mandal

Contact 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 others except family members, Government,

Local Body Payment No 5

PAYMENT DETAILS

SI. Identification No.

Head of A/C Description

Property Registration-Registration Fees

Head of A/C

Amount[ ₹]

15050000384638/5/2019

Property Registration- Stamp duty

0030-02-103-003-02 0030-03-104-001-16

84000

14844

Total

98844

In Words:

Rupees Ninety Eight Thousand Eight Hundred Forty Four only

SMT. BIJAYA DASGUPTA, PAN- AVUPD7663D, wife of Sri Amit Dasgupta, daughter of Late Sudhangshu Bikash Sen, by Faith- Hindu, by occupation-Housewife, residing at- 11/14, Jhil Road, P.O- Santoshpur, P.S- Garfa (previously-Jadavpur), Kolkata- 700075, hereinafter called and referred to as the "DONER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her 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".

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 herein and thre others i.e, Sri. Amitavo sen, smt. Sushmita Dasgupta & Smt. Naba Mallika Dasgupta, as his only legal heirs and successors.

AND WHEREAS Mayukhabha Sen died intested on 19/06/2006, leaving behind the Sri. Satadru Sen, as his only legal heir and successor.

AND WHEREAS Snehangshu Bikash Sen one of the co owner died intested on 16/08/2014 as unmarried leaving behind the Doners, Donee along with Sri. Deba Prasun Sen & seven others, as his only legal heirs and successors.

AND WHEREAS Sri. Deba Prasun Sen along with seven others transferred their undivided share in respect of the said property by dint of a registered Deed of Gift dated 04/10/2018, which was registered before the office of A.D.S.R. Barrackpore, recorded in Book No-I, Volume No- 1505, from pages 141606 to 141649, being Deed No-04924 for the year 2018.

AND WHEREAS the Doners & the Donee 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.

AND WHEREAS the Doners are the joint owners in respect of the schedule property having 2/6th undivided share out of 50% undivided share over the schedule property.

## AND WHEREAS the Donee is the Cousin Brother of Doners.

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, has made up their mind to gift their joint i.e, 2/6th undivided share out of their 50% share 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 2/11<sup>th</sup> 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 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 themselves 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 Rs.,4,00,000/- ( Rupees Four Lac) only.

## SCHEDULE OF PROPERTY

ALL THAT piece and parcel of land measuring about 1 (one) cottah, 10 Sq Ft together with pucca structure measuring 243.68 Sq Ft being the undivided 2/11th 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 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) Amit Dasgnfata 11/41 Jheel Read, Jackav Ruz, Kolkata -75.

Bijaya Dagupla

Noba Medali sengupla

2) Sujeny Oury
130 resactifore.
P.S: Titagosh

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 Sur. SIGNATURE OF THE DONEE

Drafted & Prepared by:-

(INDRAJIT CHATTOPADHYAY)

Advocate, Enrolment No- 1070/1999.

Barrackpore Court Kolkata – 700120.

Composed by:-

Rajesh Sarkar Barrackpore