I 3531/93 3608/23 एक सौ रुपये **₹**00 सत्यमेव जयत I INDIA NONJUDICIA পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL AE 688188 V/COOCNO = 348/23 10/2/20 Bir. 195/1/2 CONSORER DISTINCT SUD-RESISTER Cocierali. North 24-Parkenes DEED OF GIFT Approximate valuation of the Gifted Property Rs. 5,00,000.00 (Rupees Five Lacs) only. THIS DEED OF GIFT is made on this the 10.14 day of May, 2023 (Two Thousand and Twenty Three) of the CHRISTIAN Certified that the document is admitted to ERA. egistration. The signature sheet I sheet's Contd...2 and the endorsement sheet/sheet's alliached with this document's are the part Ewerit Choundrents ANNAPURNA UDYOG of this document Alokendu Bandyopadhyay CHRITICA SUD Rogistia Soverell , Morth 24-Pargenss 1 6 MAY LULD

## BETWEEN

- 1. SRI TAPAN KUMAR ROY (PAN:, Son of Late Prafulla Ranjan Roy, by Nationality-Indian, by Religion-Hindu, by Occupation-Business, Residing at: 3/154, Mahajati Nagar, P.O. Agarpara, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700109,
- 2. SRI BARUN KUMAR ROY, Son of Late Prafulla Ranjan Roy, by Nationality-Indian, by Religion-Hindu, by Occupation-Retired, Residing at: AF-1, Regent Park, Rahara, P.O. Rahara, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700118,
- 3. SMT. ANJANA GUHA ROY, Wife of Late Santiranjan Guha Roy, Daughter of Late Prafulla Ranjan Roy, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, Residing at: E9/12, Nirban Co-operative, Anandapur, P.O. East Kolkata Township, P.S. Anandapur, Dist. South 24 Parganas, Kolkata-700107,
- 4. SMT. ITU BASU, Wife of Sri Biswanath Basu, Daughter of Late Prafulla Ranjan Roy, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, Residing at: Kutul Sahi Road, Barasat, P.O. Barasat, P.S. Barasat, Dist. North 24 Parganas, Kolkata-700124,
- **5. SMT. MITA BISWAS**, Wife of Sri Sankar Biswas, Daughter of Late Prafulla Ranjan Roy, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, Residing at: Biswas Bhaban, Ashram Road, K. R. Puram, Bangalore, P.O. Bangalore, P.S. R. K. Puram, Karnataka- 560036,

Alokendu Bandyopadhyay

ANNAPURNA UDYOG

Partner

- **6. SRI AMITAVA ROY,** Son of Late Arun Kumar Roy, by Nationality-Indian, by Religion-Hindu, by Occupation-Business, Residing at: Bose Garden, P.O. Agarpara, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700109,
- **7. SMT. PRAGNA PARAMITA ROY,** Daughter of Late Arun Kumar Roy, by Nationality-Indian, by Religion-Hindu, by Occupation-Household, Residing at: Bose Garden, P.O. Agarpara, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700109,
- **8. SMT. SUPARNA RAY**, Wife of Late Arabinda Roy, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, Residing at: 3/154, Mahajati Nagar, P.O. Agarpara, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700109,
- 9. SRI ATANU RAY, Son of Late Arabinda Roy, by Nationality-Indian, by Religion-Hindu, by Occupation-Service, Residing at: BL-48, 2nd Floor, Flat No. 2C, Aarayanak, Srirampore Road North, P.O. Garia, P.S. Garia, Dist. South 24 Parganas, Kolkata-700084, hereinafter collectively called and referred to as the DONORS (which term or expression unless repugnant to the subject or context here of shall mean and include their heirs, successors, legal representatives, executors, administrators and assigns) of the ONE PART.

## AND

**SMT. TAPASI DAS ROY,** Wife of Sri Partha Das, Daughter of Late Tarun Kumar Roy, by Nationality-Indian, by Religion-Hindu, by Occupation-Household, Residing at: 3/154,

Alokendu Bandyopadhyay

ANNAPURNA UDYOGUTES

Partner

Mahajati Nagar, P.O. Agarpara, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700109, hereinafter called and referred to as the **DONEE** (which term or expression unless repugnant to the subject or context here of shall mean and include her heirs, successors, legal representatives, executors, administrators and assigns) of the OTHER PART.

WHEREAS originally the beloved mother of the Donor nos. 1, 2, 3, 4, 5 the mother-in-law of Donor No. 8 and the grand mother of Donor No. 6, 7, 9 & Donee namely Jiban Rani Roy (Wife of Late Prafulla Ranjan Roy) in her lifetime has obtained a plot of land measuring an area about 3 Cottahs 12 Chittacks 22.5 sq.ft. within Mouza-Agarpara, J.L. No. 11, Re. Su. No. 31, Touzi No. 155, E.P. No. 24, S.P. No. 509, comprised and contained in C.S. & R.S. Dag No. 1217(P), P.S. Khardah, the than A.D.S.R.O. Barrackpore, at Present A.D.S.R.O. Sodepur, Dist. North 24 Parganas, within the local limits of Panihati Municipality, by dint of a Registered Deed of Gift being Deed No. 2061 from R.R. & R. Dept., Govt. of West Bengal and the said Deed was executed and registered on 19.12.1990 at A.D.R. Barasat, North 24 Parganas and the same was recorded in Book No. I, Vol. No. 28, Pages from 141 to 144, being no. 2061, for the year 1990 and she made a R.T. Shed residential house over the said plot of land and residing there with her son & daughter and enjoying the same without any ANNAPURNA UDYOG Surveint Chauxabenty interruption of others.

Alokendu Bandyopadhyay

Advocate

AND WHEREAS the said Jiban Rani Roy while had been enjoying the actual physical possession of the said landed property she died intestate on 16.11.1996 leaving behind her Five sons namely Sri Arun Kumar Roy, Sri Tapan Kumar Roy (the Donor No. 1 hereof), Sri Arabindo Roy, Sri Barun Kumar Roy (the Donor No. 2 hereof) & Sri Tarun Kumar Roy and Three daughters namely Smt. Anjana Guha Roy (Wife of Late Santiranjan Guha Roy) (the Donor No. 3 hereof), Smt. Itu Basu (Wife of Sri Biswanath Basu) (the Donor No. 4 hereof) & Smt. Mita Biswas (Wife of Sri Sankar Biswas) (the Donor No. 5 hereof) as her legal heirs and successors of the said landed property as left by Late Jiban Rani Roy devolved upon them as undivided 1/8th share in each part as per the Provision of Hindu Succession Act, 1956.

AND WHEREAS while enjoying the same the said Tarun Kumar Roy died intestate on 08.08.2012 leaving behind him his widow Smt. Alo Roy and One Daughter namely Smt. Tapasi Das Roy as his surviving legal heirs and successors. Subsequently said Alo Roy died intestate on 15.04.2022 leaving behind her only Daughter as abovenamed and after the demise of Tarun Kumar Roy & Alo Roy the said Smt. Tapasi Das Roy (the Donee hereof) has got the undivided 1/8th share of the said landed property as left by Tarun Kumar Roy as per the Provision of Hindu Succession Act, 1956.

AND WHEREAS while enjoying the same the said Arun Kumar Roy died intestate on 20.12.2004 leaving behind him his widow Smt. Bina Roy, One Son namely Sri Amitava Roy Swell Charlesharty

Alokendu Bandyopadhyay

have got undivided 1/8th share of the aforesaid landed property and the Donee hereof by virtue of inheritance from her deceased father & mother has got undivided 1/8th share of the aforesaid landed property.

**AND WHEREAS** in the aforesaid manner the Donors herein become the lawful joint owners of 7/8th undivided share of land and building and the Donee herein became the lawful owner of 1/8th undivided share of the said land & building and possessing the same as joint owners.

AND WHEREAS in the foregoing events & description the Donors hereof SRI TAPAN KUMAR ROY, SRI BARUN KUMAR ROY, SMT. ANJANA GUHA ROY, SMT. ITU BASU, SMT. MITA BISWAS, SRI AMITAVA ROY, SMT. PRAGNA PARAMITA ROY, SMT. SUPARNA RAY, SRI ATANU RAY & Donee SMT. TAPASI DAS ROY hereof jointly became the lawful owners of the landed property measuring an area about 3 Cottahs 12 Chittaks 22.5 Sq.ft. of land in R.S. Dag No. 1217(P), togetherwith old dilapidated residential house standing thereon and enjoying the actual physical possession of the said landed property and thereafter the Donors and Donee for their better enjoyment mutually decided to divide the said Plot of Land into several individual plot out of which One Plot of land measuring 10 chittak 14 sq.ft. togetherwith 200 sq.ft. R.T. Shed standing thereon and the said plot of land enjoyed by the Donors & Donee as

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ezmal peacefully, quietly and without interruption of others and hinderance from any corner whatsoever is the subject property of this Deed of Gift.

AND WHEREAS the Donors namely SRI TAPAN KUMAR ROY, SRI BARUN KUMAR ROY, SMT. ANJANA GUHA ROY, SMT. ITU BASU, SMT. MITA BISWAS, SRI AMITAVA ROY, SMT. PRAGNA PARAMITA ROY, SMT. SUPARNA RAY, SRI ATANU RAY jointly have obtained 7/8th undivided share of the said plot land measuring i.e. 10 chittak 14 sq.ft. togetherwith 200 sq.ft. R. T. Shed standing thereon lying and situated at Mouza: Agarpara, J.L. No. 11, Re.Su. 31, Touzi No. 155, E.P. No. 24, S.P. No. 509, comprised and contained in C.S. & R.S. Dag No. 1217(P), P.S. Khardah, Dist. North 24 Parganas, A.D.S.R.O. Sodepur, within the local limits of Panihati Municipality, by virtue of inheritance and jointly acquiring the right, title interest and possession of their said undivided share and have been enjoying the same with the Donee hereof peacefully without any interruption and hinderance from any corner whatsoever.

AND WHEREAS in the manner aforesaid the donors hereof jointly has got undivided 7/8th share of land and building measuring 9 Chittaks 1 Sq.ft. of land togetherwith undivided 7/8th share R.T. Shed 175 sq.ft. out of the total Plot of land, measuring an area 10 Chittaks 14 Sq.ft. of land togetherwith R.T. Shed having area of 200 Sq.ft. standing

Alokendu Bandyopadhyay

thereon and enjoying the actual physical possession of the said landed property with their co-sharer i.e. the Donee hereof which is free form all sorts of encumbrances.

**AND WHEREAS** the Donee is the Niece of donor no. 1, 2, 3, 4, 5 & 8 and the Cousin of the Donor No. 6, 7 & 9. The Donee love the Donors at best, similarly the Donors jointly also loves the Donee at best. Due to love and affection the Donors herein made up their mind to gift their 7/8th undivided share of the said Identical plot of land i.e. 09 Chittaks 01 Sq.ft. of land togetherwith undivided 7/8th share of R. T. Shed 175 Sq.ft. out of the total Plot of land, measuring an area 10 Chittaks 14 Sq.ft. of land togetherwith 200 sq.ft. R.T. Shed standing thereon in favour of the Donee herein and accordingly they proposed to the Donee to accept such donation and the Donee hereto agreed to cordially accept the same for which appear this presents.

NOW THIS INDENTURE WITNESSETH that in pursuance of the above decision and in consideration of the natural love and affection, We the Donors hereof make the Gift of the under mentioned Scheduled property in favour of the Donee AND on and from the same and every part thereof release and discharge in favour of the Donee the said property described in the schedule hereunder intended to be transferred, the Donors do hereby grant, transfer, convey and assign unto the Donee. ALL THAT the scheduled property mentioned hereunder OR HOWSOEVER

OTHERWISE the said premises TOGETHERWITH the rights, liberties, privileges, appendages easements etc. what-soever to the said property AND all the estate right, title, interest, claim or demand at law or in equity of the Donors into out of and over the said property to have and hold the same unto the use of the said Donee for ever absolutely free from all encumbrances AND the Donors do hereby covenant with the Donee that notwithstanding any act or Deed by the Donors or any person claiming under them, done or executed or knowingly suffered to the Contrary, We the Donors have good right and full power to grant transfer and convey the said property HEREBY granted, transferred and conveyed by way of Gift unto AND to the use of the said Donee with her concent to accept the same in the manner aforesaid AND THAT the Donee shall at all times hereinafter quietly enjoy the said property without any lawful eviction, interruption or claim from or by the Donors or any person claiming under them AND THAT free clear and absolutely discharged or exonerated by and at the expenses of the Donors effectually indemnified against all manner of claim, charge, lien, debt etc. AND FURTHER the Donors shall form time to time hereafter at the request and cost of the Donee make the Donors and cause to be done or executed all such deeds for more perfectly granting and assuring the said property unto and to the use of the Donee in the manner aforesaid. AND FURTHER it is contended that since the date of execution of these presents the Donee will become the sole owner of the scheduled



property having full right, title, interest and possession of the same and possess the same peacefully and quietly from generation to generation with the power to sell, Gift, transfer, mortgage, lease and assign etc. None of our relation shall have any right to claim or demand and/or to raise any objection in any day in any manner and if it is done that will be deemed and declared as null and void and be negativated every where and in all courts of law.

Words in this indenture importing singular shall include plural and vice-versa.

Words in this indenture importing masculine gender shall include feminine or neuter gender and vice-versa.

## THE SCHEDULE ABOVE REFERRED TO (Description of undivided 7/8th share of Identical Plot to be gifted)

ALL THAT the undivided 7/8th share of the aforesaid landed property i.e. 09 Chittaks 01 Sq.ft. of the land togetherwith undivided 7/8th share of R.T. Shed i.e. 175 Sq.ft. (other than family member) out of the Identical and Independent Plot of land measuring an area 10 Chittaks 14 Sq.ft. of land togetherwith 200 sq.ft. R.T. Shed with Cemented Flooring Standing thereon Classified as "BASTU", lying and situates within Mouza: Agarpara, J.L. No. 11, Re.Su. 31, Touzi No. 155, E.P. No. 24, S. P. No. 509, comprised and contained in C.S. & R.S. Dag No. 1217(P),



corresponding to **L.R. Dag. No. 1217/2556**, under L.R. Khatian No. 888, P.S. Khardah, Dist. North 24 Parganas, A.D.S.R.O. Sodepur, under the Collectorate of North 24 Parganas on behalf of the Govt. of West Bengal, within the local limits of Panihati Municipality, Bearing Holding no. 32/C at 3No. Mahajati Nagar, under Ward No. 9 TOGETHERWITH all the estate rights, easements, interests, appendages, hereditaments etc. reserved from the land and building hereby mentioned under Gift.

And from this day the Donee hereof alongwith her own undivided 1/8th share i.e. undivided 01 Chittaks 13 Sq.ft. of land togetherwith undivided 1/8th share of R.T. Shed i.e. 25 sq.ft. became the absolute and lawful sole owner of the total plot measuring an area 10 Chittaks 14 Sq.ft. of land togetherwith 200 sq.ft. R.T. Shed standing thereon.

## THE LANDED PROPERTY OF IDENTICAL PLOT IS BUTTED AND BOUNDED BY

On the North: 11ft. wide 3No. Mahajati Nagar bye Lane.

On the South: House of Smt. Chandra Das.

On the East : 16ft. wide 3No. Mahajati Nagar Road.

On the West: House of Jiban Rani Roy.

The above schedule property is vividly shown in the sketch map and delineated in the **RED COLOR** Border, annexed hereto which shall from a part of this Deed of Gift.

Alokendu Bandyopadhyay

IN WITNESSES WHEREOF the Donors do hereby set and subscribe their hands hereunto without any provocation in sound state of health and mind, out of their free will and own accord on this the day, month and year first written above.

WITNESSES: 1. Ayan Banegijee. 8/0 Swapan Chakkobouty Add. 3/74 Mahagarti Nagar Agarpara. Ko1-109

Amitana for A Prografaramita Roy Mita Bisevas. Her Basee, Anjaha Gula Rox. 5 Suparna Ray

SIGNATURE OF THE DONORS

I, the Donee hereof do hereby accept the Gift from the Donors hereof made by these presents with satisfaction.

Tapasi Daskoy

Drafted by:

ALOKENDU BANDYOPADHYAY

Calcutta High Court, District Judge's Court Barasat, Barrackpore Court Enl. No.-WB-570/2004

Laser Setter:

Recetam Dan Preetam Das

Alokendu Bandyopadhyay

Advocate

FOR GIFT OF LAND WITH 200 SFT. R.T.S. AT MOUZA - AGARPARA, J.L. NO.-11, R.S. OUZI NO.-155, E.P. NO.-24, S.P. NO.-509, COMPRISED AND CONTAINED IN C.S./R.S. NO.-1217(P), L.R. DAG NO.- 1217/2556, HOLDING NO.- 32/C, AT NO. 3 MAHAJATI AR, WARD NO .- 9, P.S.- KHARDAH, UNDER PANIHATI MUNICIPALITY, DIST .- 24 PGS. (N). AREA OF DEMARCATED LAND: 10 CH -14 SFT. AREA OF DONER SHARE ( $\frac{7}{8}$  TH OF DEMARCATED LAND) = 9 CH - 01 SFT. AREA OF DONEE SHARE ( $\frac{1}{8}$  TH OF DEMARCATED LAND) = 1 CH - 13 SFT. 16'-0" WIDE MUNICIPAL ROAD H/O. SRI. BRAJENDRA LAL CHAKRABORTY H/O Jiban Rani Roy 3070 H/O. SMT. CHANDRA DAS WIDE MUNICIPAL ROAD 5 Supagna Pay SIGNATURE OF DONEE SIGNATURE OF DONOR

**SRI TAPAN KUMAR ROY** (1) Name : ... PRINTS FINGER LEFT HAND THUMB FORE MIDDLE RING LITTLE FINGER PRINTS HAND RIGHT RING MIDDLE LITTLE THUMB FORE n Kumar Roy SIGNATURE OF THE PRESENTAN **SRI BARUN KUMAR ROY** Status: Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator FINGER PRINTS LEFT HAND THUMB FORE MIDDLE RING LITTLE FINGER PRIN HAND LITTLE RING MIDDLE FORE THUMB Bazun Lewis as Roy All the above fingerprints are of the abovenamed person, and attested by the said person. SIGNATURE OF THE PRESENTANT N.B. : L.H. = Left Hand Finger Prints & R.H. = Right Hand Finger Prints.

JNDER RULE 44A OF THE I.R. ACT 1908 **SRI ATANU RAY** (1) Name : .. PRINTS FINGER LEFT HAND MIDDLE THUMB FORE RING LITTLE FINGER PRINTS HAND RIGHT MIDDLE RING LITTLE THUMB FORE SIGNATURE OF THE PRESENTANT (2) Name: SMT. TAPASI DAS ROY Status: Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator Tapas Das Ro PRINTS FINGER LEFT HAND FORE THUMB MIDDLE RING LITTLE INGER LITTLE RING FORE MIDDLE THUMB All the above fingerprints are of the abovenamed person, Tapasi Das Roy and attested by the said person. SIGNATURE OF THE PRESENTANT N.B. : L.H. = Left Hand Finger Prints & R.H. = Right Hand Finger Prints.

(1) Name: SMT. MITA BISWAS LEFT HAND FINGER PRINT LITTLE RING MIDDLE FORE THUMB RIGHT HAND FINGER PRINTS THUMB FORE MIDDLE RING LITTLE Mita Biswas, SIGNATURE OF THE PRESENTANT SRI AMITAVA ROY Status: Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator 4 m LEFT HAND FINGER PRINTS LITTLE RING MIDDLE FORE THUMB RIGHT HAND FINGER PRINTS THUMB FORE MIDDLE RING LITTLE · Lene All the above fingerprints are of the abovenamed person, and attested by the said person. SIGNATURE OF THE PRESENTANT N.B. : L.H. = Left Hand Finger Prints & R.H. = Right Hand Finger Prints.

