06919/2009

9590

# भौरतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

Rs.1000

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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## DEED OF GIFT

THIS DEED OF GIFT is made on this Ach day of September Two Thousand Nine.

BETWEEN

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Additional Registrar of Assurances II. Melitaral

(1909) (1901) (1904) (1

(1) **SMT. RITA BANIK**, wife of Sri Kamalesh Banik, by Occupation – Business and (2) **SRI KAMALESH BANIK**, son of Late Prafulla Banik, by occupation – Business, both by faith – Hindu, both residing at CG-231, Salt Lake City, Sector – 2, Kolkata – 700 091, hereinafter referred to and called as the "**DONORS**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and assigns) of the **ONE PART**.

### AND

**SRI AMIT BANIK**, son of Sri Kamalesh Banik, by faith – Hindu, by occupation – Student, residing at CG-231, Salt Lake City, Sector – 2, Kolkata – 700 091, represented by his Constituted Attorney **SMT. PRIYANKA BANIK**, daughter of Sri Kamalesh Banik, by faith – Hindu, by occupation – Student, residing at CG-231, Salt Lake City, Sector – 2, Kolkata – 700 091, hereinafter referred to and called as the "**DONEE**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, successors, legal representatives and assigns) of the **OTHER PART**.

WHEREAS by virtue of a registered Bengali Saf Bikray Kobala executed on 22nd day of December, 1999 duly registered before the Additional District Sub-Registrar at Bidhannagar (Salt Lake City) and recorded in Book No. 1, Volume No. , pages to , Being No. 5275, for the year 1999 one Smt. Rita Bank, i.e. the Donor No. 1 herein purchased a piece and parcel of Sali land measuring an area of 13 (thirteen) Cottahs more or less, lying and situated at Mouza – Gopalpur, J. L. No. 2, R. S. No. 140, Touzi No. 125B/1, comprised in C. S. Dag No. 5196 & 5241, R. S. Dag No. 3410 & 3456, under C. S. Khatian No. 1798 & 1201/1, R. S. Khatian No. 1488 & 1019, under L. R. Khatian No. 786, within the jurisdiction of Rajarhat Police Station at present under Airport Police Station, within the local limits of Rajarhat Gopalpur Municipality, in the District of North 24-Parganas from the erstwhile owner namely Sri Kishor Kumar Ghosh, son of Anil Kumar Ghosh of 1A, Ramkanta Bose Street, P. S. Shyampukur, Kolkata at or for the valuable consideration mentioned thereon.

AND WHEREAS since purchase the said Smt. Rita Bank, i.e. the Donor No. 1 herein became the absolute owner in respect of the aforesaid land and mutated her name in the records of local Rajarhat Gopalpur Municipality vide Holding No.



RGM 3/184, Block 'A', Jagardanga and has been paying rents and taxes upto date against her name as absolute owner and occupier thereof together with right to gift, sell, convey and / or transfer the same to any person or persons as she deemed fit and proper.

AND WHEREAS by virtue of a registered Bengali Saf Bikray Kobala executed on 24th day of December, 1999 duly registered before the Additional District Sub-Registrar at Bidhannagar (Salt Lake City) and recorded in Book No. 1, Volume No. 23, pages 77 to 84, Being No. 869, for the year 2000 one Sri Kamalesh Banik, i.e. the Donor No. 2 herein purchased a piece and parcel of Sali land measuring an area of 13 (thirteen) Cottahs more or less, lying and situated at Mouza – Gopalpur, J. L. No. 2, R. S. No. 140, Touzi No. 125B/1, comprised in C. S. Dag No. 5193, 5196 & 5241, R. S. Dag No. 3408, 3410 & 3456, under C. S. Khatian No. 1809, 1798 & 1201/1, R. S. Khatian No. 1483, 1488 & 1019, L. R. Khatian No. 121, within the jurisdiction of Rajarhat Police Station at present under Airport Police Station, within the local limits of Rajarhat Gopalpur Municipality, in the District of North 24-Parganas from the erstwhile owner namely Sri Ashoke Kumar Ghosh, son of Anil Kumar Ghosh of 1A, Ramkanta Bose Street, P. S. Shyampukur, Kolkata – 700 003 at or for the valuable consideration mentioned thereon.

AND WHEREAS since purchase the said Sri Kamalesh Banik, i.e. the Donor No. 2 herein became the absolute owner in respect of the aforesaid land and mutated her name in the records of local Rajarhat Gopalpur Municipality vide Holding No. RGM 3/183, Block 'A', Jagardanga and has been paying rents and taxes upto date against his name as absolute owner and occupier thereof together with right to gift, sell, convey and / or transfer the same to any person or persons as he deemed fit and proper.

AND WHEREAS the Donors herein now became the absolute owners of ALL THAT piece and parcel of Sali Land measuring total area of 26 (twenty Six) Cottahs more or less, lying and situated at Mouza — Gopalpur, J. L. No. 2, R. S. No. 140, Touzi No. 125B/1, comprised in C. S. Dag No. 5193, 5196 & 5241, R. S. Dag No. 3410, 3456 & 3408, under C. S. Khatian No. 1798, 1201/1, 1809, R. S. Khatian No. 1488, 1483 & 1019, under L. R. Khatian No. 121, 786, being Holding Nos. RGM 3/184, Block 'A' & RGM-3/183, Block 'A', Jagardanga, within the jurisdiction of Rajarhat Police Station at present under Airport Police Station,



within the local limits of Rajarhat Gopalpur Municipality, in the District of North 24-Parganas and absolutely seized and possessed of the same free from all sorts of encumbrances together with right to gift and / or transfer the same to any person or persons as they deemed fit and proper.

AND WHEREAS the Donee herein is the beloved son of the Donors herein and the Donors have great love and confidence upon the Donee herein for which the Donors herein has decided to gift and / or transferred ALL THAT a piece and parcel of Sali Land measuring an area of 6 (Six) Cottahs 0 (Zero) Chittacks 0 (zero) sq. ft. more or less, marked by Plot No. 'B', out of the total land measuring 26 (Twenty Six) Cottahs more or less lying and situated at Mouza – Gopalpur, J. L. No. 2, R. S. No. 140, Touzi No. 125B/1, comprised in C. S. Dag No. 5193, 5196 & 5241, R. S. Dag No. 3410, 3456 & 3408, under C. S. Khatian No. 1798, 1201/1, 1809, R. S. Khatian No. 1488, 1483 & 1019, under L. R. Khatian No. 121, 786, being Holding Nos. RGM 3/184, Block 'A' & RGM-3/183, Block 'A', Jagardanga, within the jurisdiction of Rajarhat Police Station at present under Airport Police Station, within the local limits of Rajarhat Gopalpur Municipality, in the District of North 24-Parganas, morefully and clearly described in the Schedule hereinbelow in favour of the Donee herein by virtue of natural love and affection upon the Donee herein and the Donee herein have agreed and accept the said gift.

**AND WHEREAS** the Donee herein has executed one General Power of Attorney unto the favour of his sister **SMT. PRIYANKA BANIK**, daughter of Sri Kamalesh Banik, by faith – Hindu, by occupation – Student, residing at CG-231, Salt Lake City, Sector – 2, Kolkata – 700 091 to accept the said Deed of Gift on behalf of his favour.

AND WHEREAS for the purpose of valuation of the said Gift property is valued at Rs. 6,00,000/- (Rupees \$1.5 Lac) only.

**NOW THIS INDENTURE WITNESSES** that in consideration of the natural love and affection which the Donors had and still have for the Donee, their **son**, the Donors doth hereby grant, convey, transfer, give and assure unto and to the use of the Donee freely and voluntarily **ALL THAT** a piece and parcel of Sali Land measuring an area of 6 (Six) Cottahs 0 (Zero) Chittacks 0 (zero) sq. ft. more or less, marked by **Plot No.** 'B', out of the total land measuring 26 (Twenty Six) Cottahs more or less lying and situated at Mouza – Gopalpur, J. L. No. 2, R. S.



No. 140, Touzi No. 125B/1, comprised in C. S. Dag No. 5193, 5196 & 5241, R. S. Dag No. 3410, 3456 & 3408, under C. S. Khatian No. 1798, 1201/1, 1809, R. S. Khatian No. 1488, 1483 & 1019, under L. R. Khatian No. 121, 786, being Holding Nos. RGM 3/184, Block 'A' & RGM-3/183, Block 'A', Jagardanga, within the jurisdiction of Rajarhat Police Station at present under Airport Police Station, within the local limits of Rajarhat Gopalpur Municipality, in the District of North 24-Parganas, morefully and clearly described in the Schedule hereinbelow so as to be entitled to exercise all the rights incidental to such ownership and to exclusive possession of the said property as aforesaid without any hindrance or interference from the Donors or any person claiming through under or in trust for him TOGETHER WITH all rights and liberties of way and passage for the Donee and his servants, occupiers, visitors, invitees, guests and other person or persons authorised by the Donee in the said property and all other appendages and appurtenances belonging to the said property enjoyed therewith and the enjoyment of the rights, privileges, easements, quasi-easements, appendages whatsoever for the use and occupation of the said undivided gifted property TO HAVE AND TO HOLD the said property unto and to the use of the Donee, his legal heirs, executors, administrators, legal representatives and assigns absolutely and forever AND THAT the Donee accepted this gift being a party hereto and executing these presents.

# THE DONORS HEREBY COVENANTS WITH THE DONEE AND DECLARE AS FOLLOWS:

- Agreement with anybody to transfer or encumber their said property hereby transferred by way of gift and that notwithstanding any act, deed, matter or thing by the Donors or executed or suffered to the contrary, the Donors are absolutely seized and possessed of or otherwise well and sufficiently entitled to an estate equivalent to an absolute estate of inheritance in fee simple in possession to the said property and every part thereof.
- b) That notwithstanding any act, deeds, matters and things as aforesaid the Donors has good right, full power, absolute authority and indefeasible title to grant, convey, transfer the said property, mentioned in Schedule hereinbelow hereby gifted or expressed or intended so to be unto and to



the use of the Donee in the manner aforesaid accordingly to the true intent and meaning of these presents.

- That the Donee, **his** heirs, executors, administrators, representatives and assigns shall and may at all times hereafter shall hold, possess and enjoy the said property every part thereof and to receive the rents, issues and profits thereof without any lawful eviction, hindrance, interruptions, disturbances, claim or demand whatsoever from or by the Donors or any person or persons lawfully or equitably claiming any right or estate thereof.
- That the said gifted property is free and clear and absolutely acquitted exonerated, discharged and released or otherwise by the Donors and the Donee will be sufficiently saved, defended and indemnified or from and against all manner and other charges, mortgages, claims, demands, liens, lispendens, attachments and encumbrances whatsoever made and suffered by the Donors or any of their ancestors or predecessors in the title to the said property or any person or persons lawfully or equitably claiming as aforesaid.
- That the Donors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said gifted property or any part thereof, under or in trust for the Donors or from any of their predecessor-or-ancestors in title shall and will from time to time and at all times hereafter at the request and costs of the Donee, his heirs, executors, administrators, representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further betterment and more perfectly assuring the said gifted property and every part thereof unto and to the use of the Donee, his heirs, executors, representatives and assigns according to the true intent and meaning of this presence as shall or may be reasonably required.

## THE SCHEDULE ABOVE REFERRED TO

ALL THAT a piece and parcel of Sali Land measuring an area of 6 (Six) Cottahs 0 (Zero) Chittacks 0 (zero) sq. ft. more or less marked by Plot No. 'B', out of the total land measuring 26 (Twenty Six) Cottahs more or less lying and situated at Mouza – Gopalpur, J. L. No. 2, R. S. No. 140, Touzi No. 125B/1, comprised in C. S. Dag No. 5193, 5196 & 5241, R. S. Dag No. 3410, 3456 & 3408, under C. S. Khatian No. 1798, 1201/1, 1809, R. S. Khatian No. 1488, 1483 & 1019, under L.



R. Khatian No. 121, 786, 5511, 5512, being Holding Nos. RGM 3/184, Block 'A' & RGM-3/183, Block 'A', Jagardanga, within the jurisdiction of Rajarhat Police Station at present under Airport Police Station, within the local limits of Rajarhat Gopalpur Municipality, under Ward No. 3, in the District of North 24-Parganas, together with all easement rights and the said entire property property morefully and particularly described in the Map or Plan annexed hereto and bordered by colour YELLOW and the said land is butted and bounded as follows :-

ON THE NORTH

6' ft. wide Common Passage.

ON THE SOUTH

Rest property of Donors herein.

ON THE EAST

Meghnacon Electro Industries Pvt. Ltd.

ON THE WEST

Plot No. 'A'.

IN WITNESS WHEREOF the Donors have executed these presents and the Donee has accepted the gift on the day, month and year first above written.

## SIGNED, SEALED & DELIVERED

by the parties at Kolkata in presence of : -

Hatal Dos.

100.8. 8. Road Hal 30

Kamalesh Bank

Rita Banic

SIGNATURE OF THE DONORS

Drafted by: -

Accepted by:

Amit Banik.

High Court, Calcutta



# Government Of West Bengal Office of the A. R. A. - II KOLKATA 5 & 6, Govt Place (North), KOLKATA

Endorsement For deed Number :I-09590 of :2009 (Serial No. 06919, 2009)

### 9/2009

### e of Admissibility(Rule 43)

under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :33

### of Fees:

fin rupees under article: A(1) = 10714/- ,E = 7/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on:04/09/2009

#### te of Market Value(WB PUVI rules 1999)

that the market value of this property which is the subject matter of the deed for Gift in Favour of family has been assessed at Rs- 974160/- for the chargeability of the Stamp duty and registration fees. It that the required stamp duty of this document is Rs 4881 /- and the Stamp duty paid as: Impresive Rs- 1000

#### stamp duty

stamp duty Rs 3910/- is paid, by the draft number 620775, Draft Date 04/09/2009 Bank Name State Bank Of India, ATA, received on :04/09/2009.

#### ntation(Under Section 52 & Rule 22A(3) 46(1))

nted for registration at 13.51 hrs. on :04/09/2009, at the Office of the A. R. A. - II KOLKATA by Kamalesh Banik, one Executants.

#### ssion of Execution(Under Section 58)

ution is admitted on 04/09/2009 by

1 Kamalesh Banik, son of Late Prafulla Banik ,C G- 231, Salt Lake City Sec- 2 Kolkata - 91 ,Thana ., By caste Hindu,by Profession :Business

2. Rita Banik, wife of Kamalesh Banik, C G- 231, Salt Lake City Sec- 2 Kolkata - 91, Thana., By caste Hindu, by Profession Business

Ified By Gopal Das, son of N. N. Das 100, S. S. Road Kol- 30 Thana: ., by caste Hindu, By Profession : Others.

#### cuted by Attorney

1. Execution By Privance Bank, da. ghter of Kamalesh Banik, C G- 231, Salt Lake City Sec- 2 Kolkata - 91, Thana: . By caste Hinds and office of Student as the constituted attorney of 1. Amit Banik is admitted by him intried By Gopal Das, so 1 Ct. N. Das 100, S. S. Road Kol- 30 Thana: ., by caste Hindu, By Profession Others.

[Tarak Baran Mukherjee] ADDITIONAL REGISTRAR OF ASSURANCES-II OF KOLKATA

OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCES-II OF KOLKATA

Govt. of West Bengal

4.09.09

Page: 1 of 1



e of the Pleached Signature with date Name of the Presentant Kamalesh Baink esh Banik

ure of the person(s) admitting the Execution at Office.  Status Photo Finger Print Signature								
dmission of Execution By	Status	Photo	Tingo					
Kamalesh Banik Iddress -C G- 231, Salt Lake Ity Sec- 2 Kolkata - 91	Self	04/09/2009	<b>LΠ</b> 04/09/2009	Kamalesh Bank				
Rita Banik Address -C G- 231, Sait Lake City Sec- 2 Kolkata - 91	Self	04/09/2009	LTI 04/09/2009	Rita Banife				
Priyanka Banik Address -C G- 231, Salt Lake City Sec- 2 Kolkata - 91	Attorney	04/09/2009	LTI 04/09/200	Phipaka Bani				

e of Identifier of above Person(s)

Das 100, S. S. Road Kol- 30

Signature of Identifier with Date

He 9. 09

Page 1 of 1

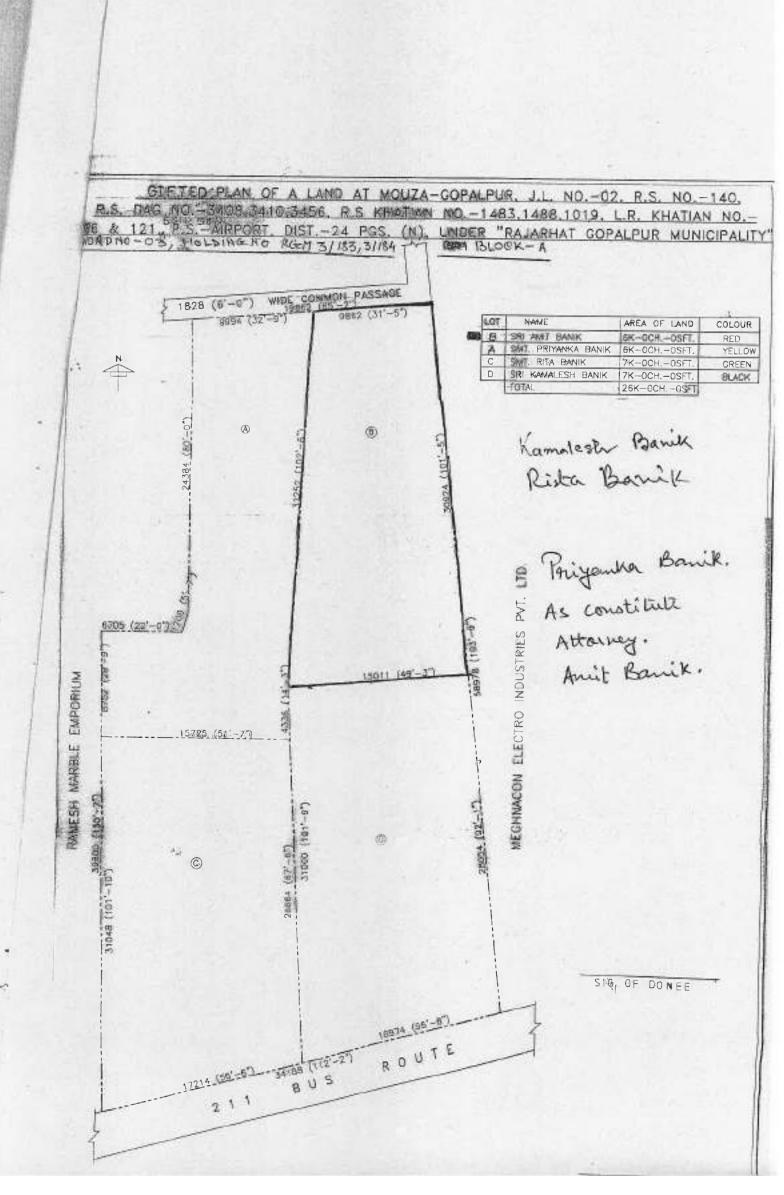
04/09/2009

ADDITIONAL REGISTRAR OF ASSURANCES-II OF KOLKATA

Office of the A. R. A. - II KOLKATA

4.09.09

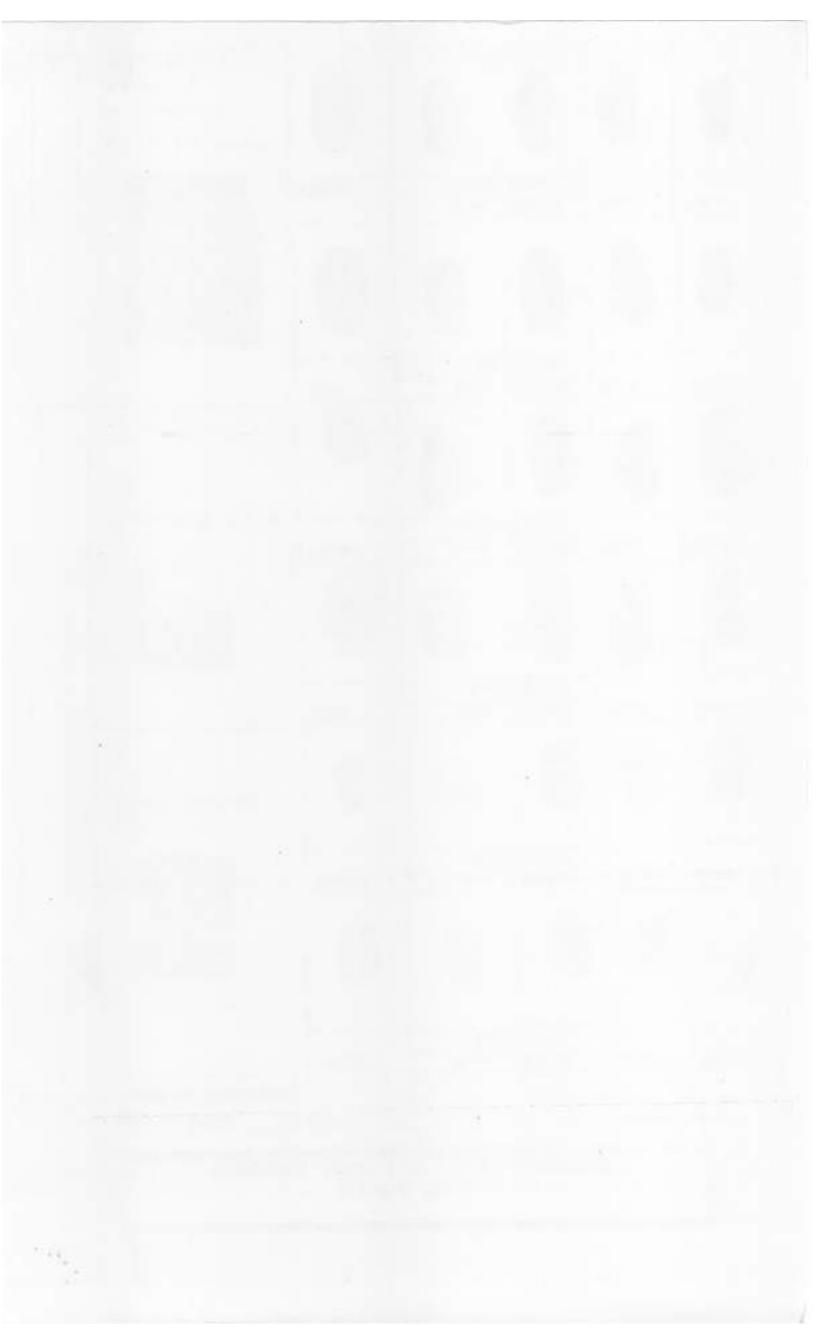


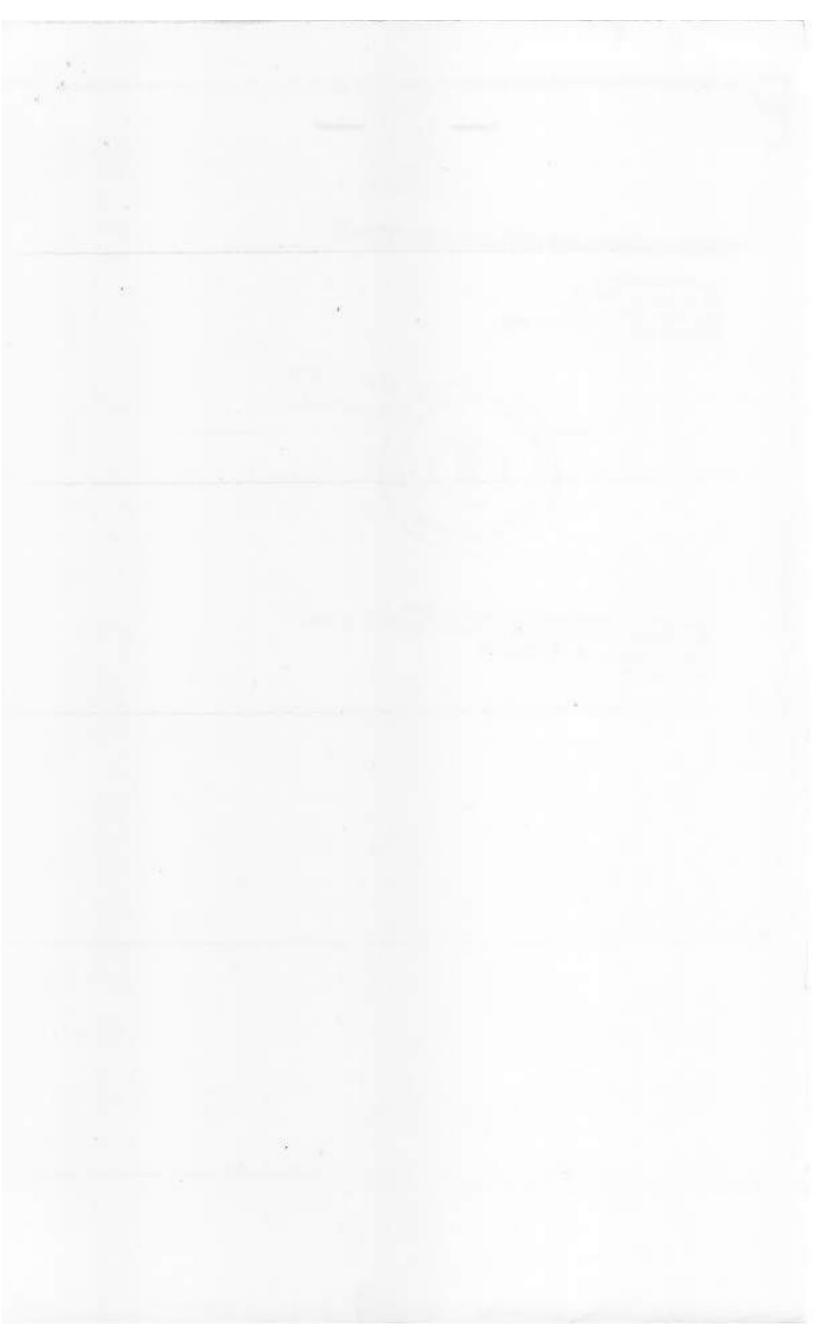




# PAGE NO...... SPECIMEN FORM FOR TEN FINGER PRINTS

gnature of the xecutants/ Presentants						
	Little	Ring	Middle	Fore	Thum	
		( Left	Hand)			
	Thumb	Fore Middle (Right Hand)		Ring	Little	
Rita Bank			6		<b>S</b> 6	
	Little	Ring	Middle	Fore	Thum	
	11	(Left Hand)				
	Thumb	Fore	Middle Hand)	Ring	Little	
Kamalesh Banik						
	Little	Ring	Middle	Fore	Thumb	
	0	O Leit	Hand)	0	0	
	Thumb	Fore Middle (Right Hand)		Ring	Little	
Priganka Banik K constitute Attorney Amit Banik			4		0	





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 20 Page from 2734 to 2746 being No 09590 for the year 2009.



Tarak Baran Mukherjee) 11-September-2009
ADDITIONAL REGISTRAR OF ASSURANCES-II OF KOLKATA
Office of the A. A. A. II KOLKATA
West Bengal