

4.09.09 and

DEED OF GIFT

THIS DEED OF GIFT is made on this Al h day of Seffen Two

BETWEEN

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(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**.

A N D

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 her 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.

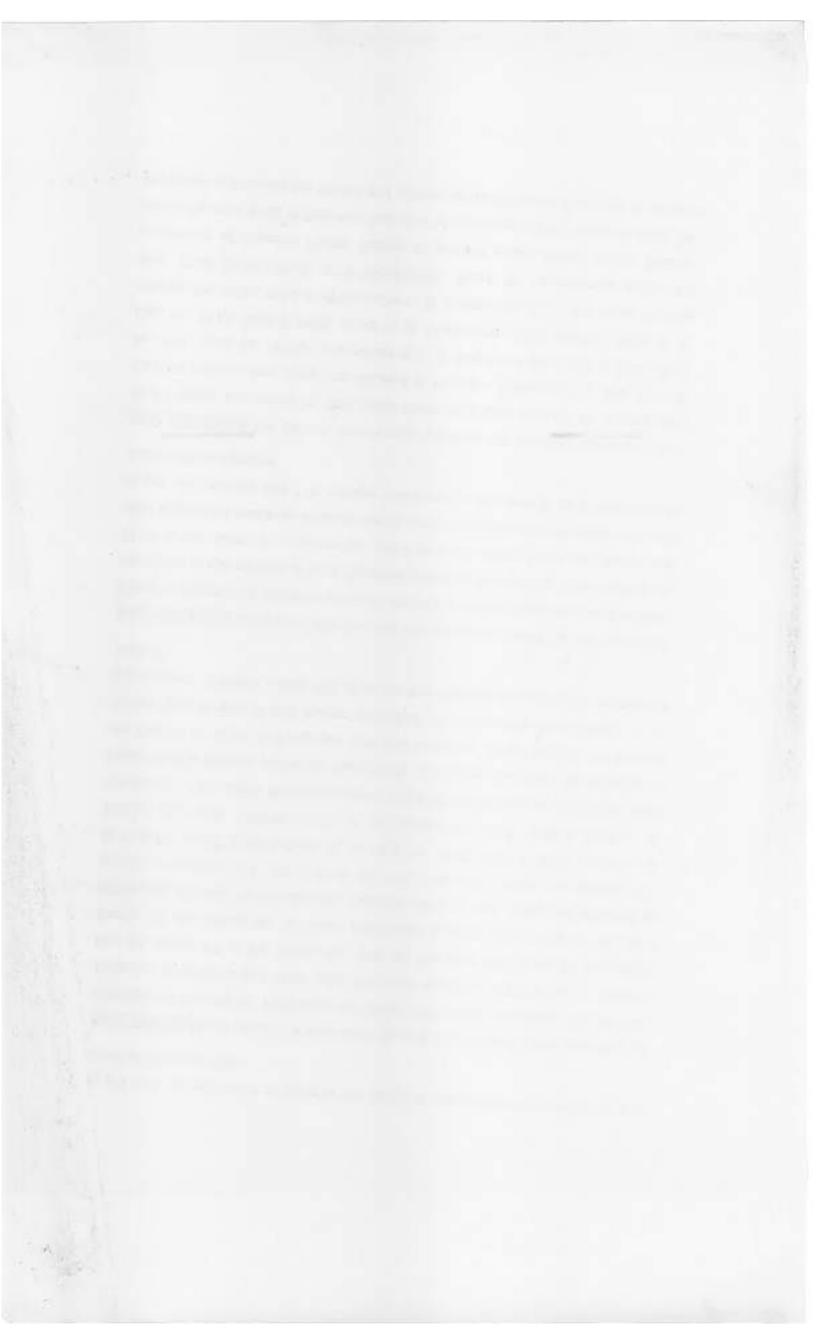
AND WHEREAS since purchase the said Smt. Rita Bank, i.e. the Donor No. 1 herein became the absolute owner in respect of the aforesaid land and mutated her name in the records of local Rajarhat Gopalpur Municipality vide Holding No. RGM 3/184, Block 'A', Jagardanga and has been paying rents and taxes 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. Dag No. 1488, 1483 & 1019, under L. R. Khatian No. 121, 786, being Holding 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 daughter 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. 'A', 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, under Ward No. 3, 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.

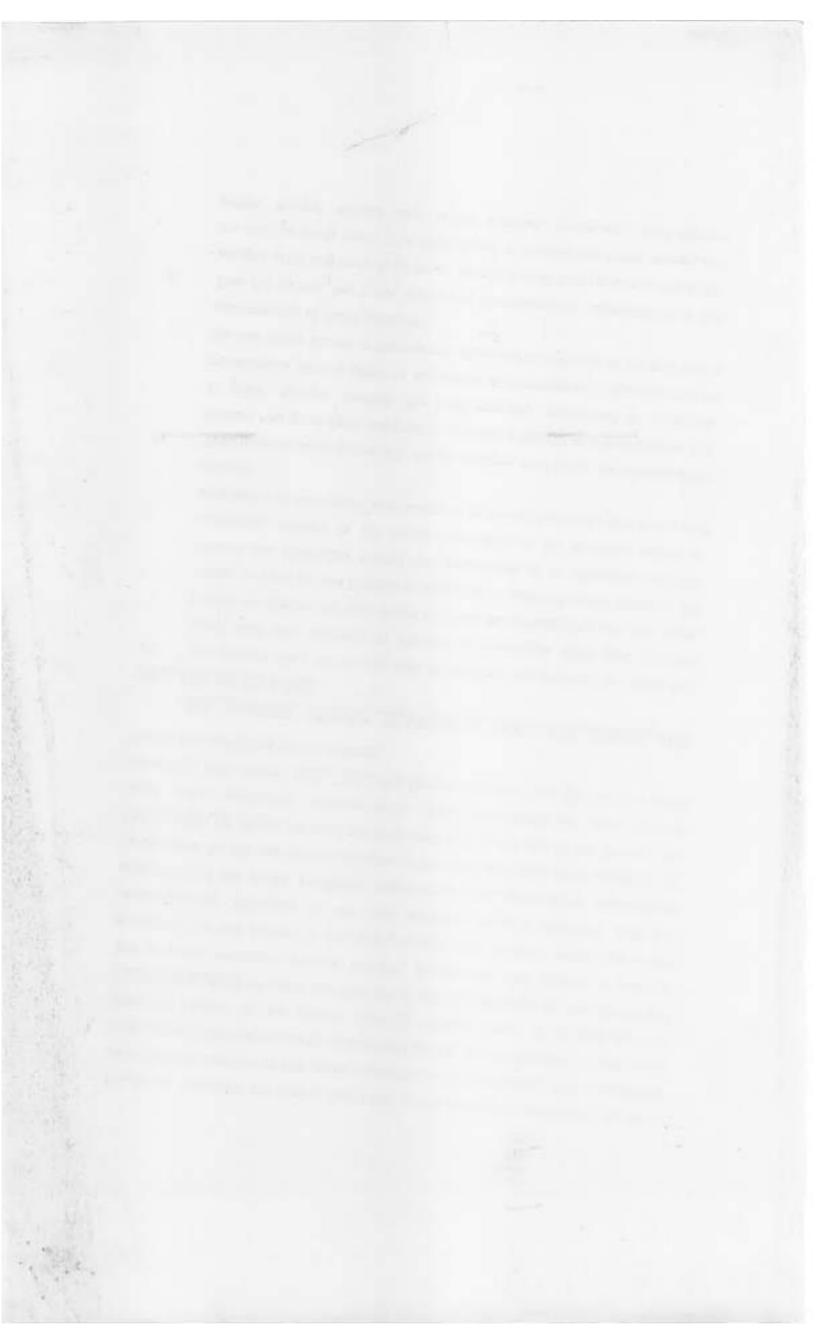
AND WHEREAS for the purpose of valuation of the said Gift property is valued at Rs. 6,00,000/- (Rupees \$1 X) Lac) only.

NOW THIS INDENTURE WITNESSES that in consideration of the natural love and affection which the Donors had and still have for the Donee, their daughter, 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 Cottahs 0 Chittack 0 square feet more or less, marked by Plot No. 'A', 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, under Ward No. 3, 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 the 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 that the said property unto and to the use of the Donee, her 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:-

- The Donors have not in any way transferred, encumbered or made any 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
 - 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, her 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.
- e) 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, **her** 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, **her** 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. 'A', 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

Plot No. 'B'

ON THE WEST

Ramesh Marble Emporium,

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 : -

Kamalesh Bank Rita Bennic

SIGNATURE OF THE DONORS

Accepted by : -

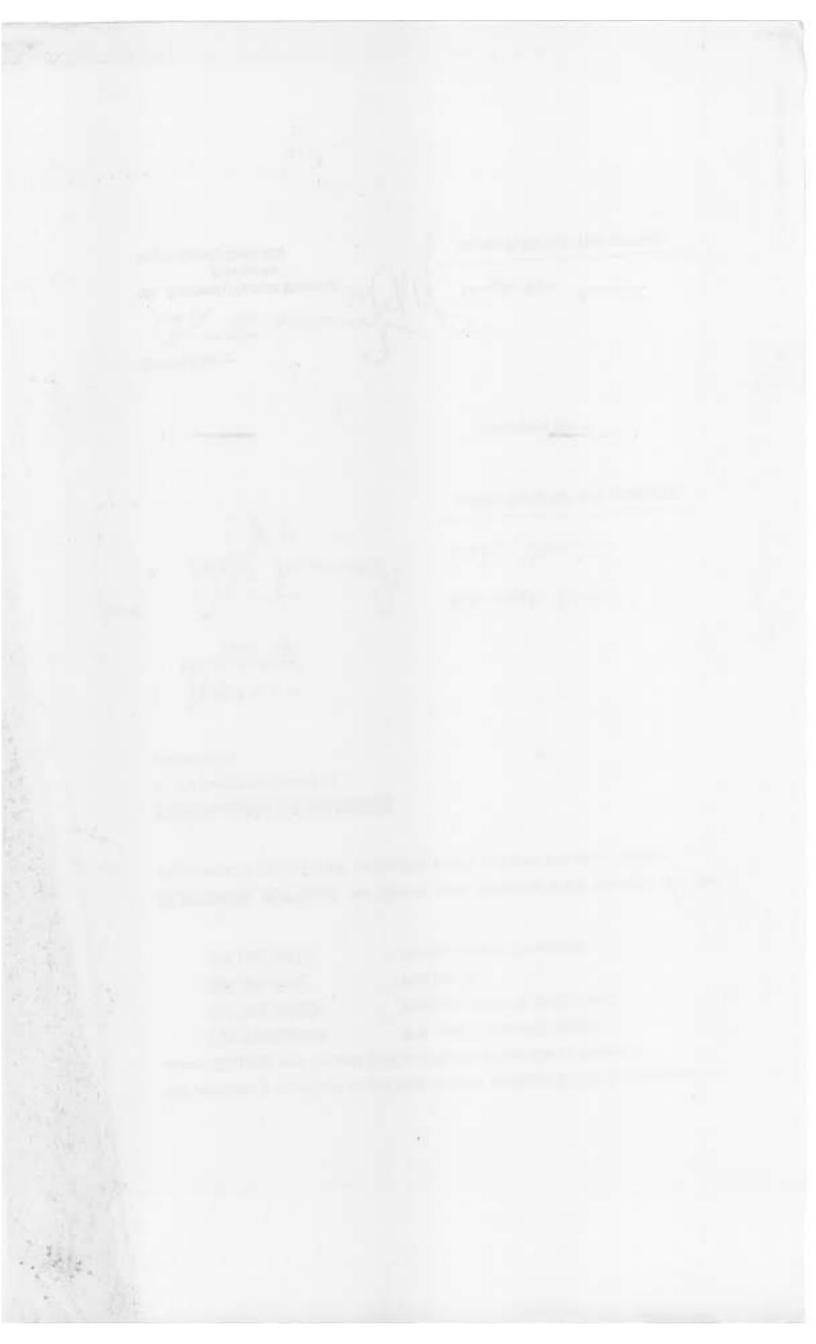
Drafted by : -

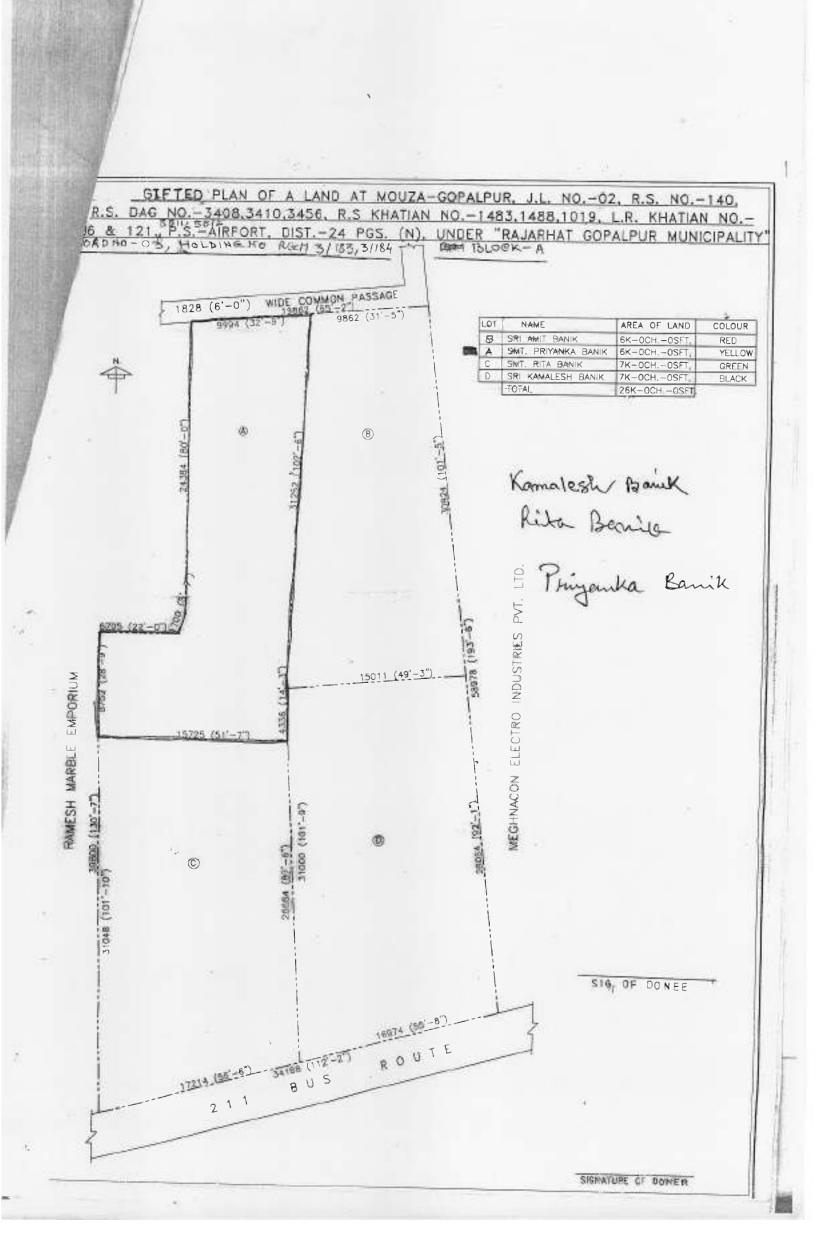
Mr. Santosh Kumar Mondal,

Advocate.

High Court, Calcutta

SIGNATURE OF THE DONEE







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

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	Pringenka Bomik					
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The second second	Rita Berniz					0





Certificate of Registration under section 60 and Rule 69.

Registered in Book - 1 CD Volume number 20 Page from 2747 to 2759 being No 09591 for the year 2009.



(Tarak Barah Mukherjee) 11-September-2009 ADDI HONAL REGISTRAR OF ASSURANCES-II OF KOLKATA Office of the A. A. A. - II KOLKATA West Bengal