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BETWEEN

AJIT KUMAR SHARMA

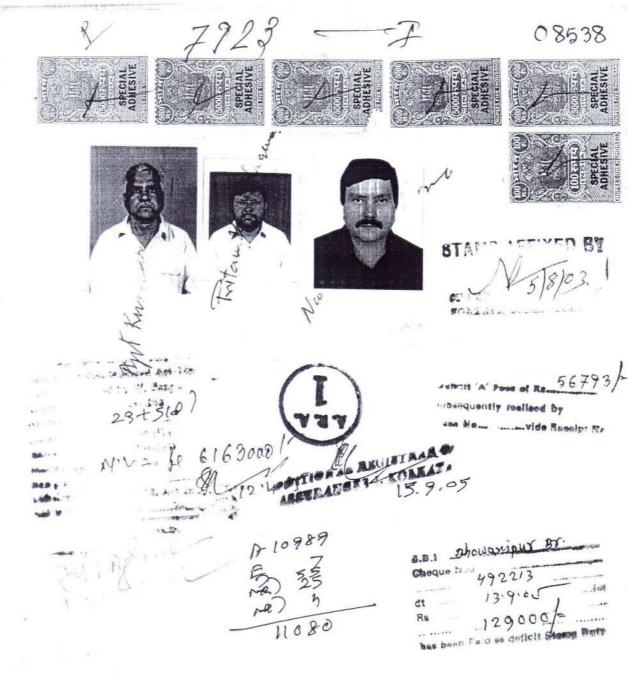
.. DONOR

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PRITAM KUMAR SHARMA & ORS.

DEED OFGIF

Drafted by : SANAT BISWAS Advocate 6,0ld Post Office Street Ground Floor, Room No.54 Calcutta-700 001.



DEED OF GIFT

THIS DEED OF GIFT made this the 65 day of August, Two Thousand and Three:

BETWEEN

<u>AJIT KUMAR SHARMA</u> son of late Ram Gopal Sharma, by religion - Hindu, by occupation - Landholder, residing at 16, Chakraberia Road(North), Police Station - Ballygunge, Kolkata - 700020, District: 24-Parganas(S)

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resented for Registration 12 pm of Kolkata Registration Office

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hereinafter referred to as the $\underline{D\ O\ N\ O\ R}$ (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives and assigns) of the $\underline{ONE\ PART}$:

A N D

PRITAM KUMAR SHARMA AND NARESH KUMAR SHARMA, both sons of late Ram Gopal Sharma, by religion - Hindu, by occupation - Landholders, residing at 16, Chakraberia Road (North), Police Station - Ballygunge, Kolkata - 700 020, District : 24-Parganas (South), hereinafter jointly referred to as the DONEES (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, legal representatives and assigns) of the OTHER PART:

WHEREAS by a Deed of Conveyance dated 5th

August, 1957 and for consideration as therein mentioned

one Ram Gopal Sharma out of his own funds purchased a

plot of land with dilapidated structure standing thereon

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being premises No.16, Chakraberia Road (North), Kolkata in the name of his wife Satyabati Debi Sharma.

AND WHEREAS the said Ram Gopal Sharma, while being seized and possessed thereof built and constructed a four storied building thereon comprising of 14 (fourteen) independent residential flats.

AND WHEREAS thereafter the said Ram Gopal Sharma and Satyabati Debi Sharma by a Deed of Gift dated 13th July, 1973 which was Registered in Book No.I, Volume No.158, Pages 87 to 91, Being No.4121 for the year 1973 of the Registrar of Assurance absolutely gifted the said premises to the Satyabati Debi Sharma their four sons namely - Ajit Kumar Sharma, Ranjit Kumar Sharma, Pritam Kumar Sharma, and Naresh Kumar Sharma absolutely and forever.

AND WHEREAS the said Ranjit Kumar Sharma by a Deed of Trust dated 28.6.1993, which was registered in the Office of the Sub-Registrar at Alipore which

absolutely transferred his undivided 1/5th (one-fifth) share/part in the said property to Sm. Satyabati Debi Sharma the Trustee appointed therein with provision inter alia that on the death of the said Sm. Satyabati Debi Sharma the Trust so created shall come to an end and the Trust properties 1/5th share and/or part of the said premises No.16, Chakraberia Road (North), Kolkata - 700 020, shall vest in his three brothers namely - Ajit Kumar Sharma, Pritam Kumar Sharma and Naresh Kumar Sharma.

AND WHEREAS the said Sm. Satyabati Debi Sharma while being seized and possessed thereof by a Deed of Trust dated 28.6.1993 which was registered in the Office of the Sub-Registrar at Alipore which was absolutely transferred her undivided 1/5th (one-fifth) share in the said property to the Trust appointing herself as the Trustee with provision inter alia that upon the death of Sm. Satyabati Debi Sharma the Trustee the Trust so created shall come to an end and said undivided 2/5th (two-fifth) share shall vest in her three sons namely -

Ajit Kumar Sharma, Pritam Kumar Sharma and Naresh Kumar Sharma.

AND WHEREAS the said Sm. Satyabati Debi Sharma died on 28.2.1996 and as per provisions of the said Deeds of Trust as hereinbefore stated the said Ajit Kumar Sharma, Pritam Kumar Sharma and Naresh Kumar Sharma became owner of the said property each having 1/3rd (one-third) share therein.

AND WHEREAS the Donees herein having treating the Donor their elder brother with all respect love and affection and the Donor also loves the Donees and the Donor is thus desirous to Gift his undivided one-third (1/3rd) share in the said property to the Donees.

AND WHEREAS that in consideration of the natural love and affection which the Donor had and still for the Donees being his brothers, the Donor do hereby and hereunder renounce all his estate and right, title and interest with intend to vest the same in and right, title and interest with intend to vest the same in and

grant, convey, transfer, give and assure unto and to the use of the Donees freely and voluntarily, the property mentioned and described in the Schedule hereto and hereinafter referred to as the said undivided 1/3rd (one-third) share of the property of 16, Chakraberia Road (North), Police Station - Ballygunge, Kolkata -700 020, partly vacant land and partly four storied dwelling house brick built messuage land hereditaments and tenament together with land there unto belonging and on part whereof the same are erected and built containing by measurement an area of 10 (Ten) Cottahs more or less situate lying at and being premises No.16, Chakraberia Road (North), Police Station - Ballygunge, in the District of South 24-Parganas of the town of Kolkata, and delivered possession of the same unto and in favour of the Donees TO HAVE AND TO HOLD the same benefit, absolutely and their sole unconditionally for ever, the said messuage land hereditaments and premises belonging to or in anywise appurtaining or usually held or enjoyed there with or reputed to or belonging to or be appurtenant thereto AND ALL THE ESTATE right, title, interest, claim and demand whatsoever of the Donor in to or upon the said messuage land hereditaments and premises or any part thereof TOGETHER WITH ALL deeds, pattas and muniments of title whatsoever in anywise relating to or concerning the said hereditaments and premises or any part thereof which now are or hereafter shall or may be in the possession power or control of the Donor or his respective heirs, executors, administrators, representatives and assigns or any other person or persons from whom he or they may procure the same without any action or suit TO HAVE AND TO HOLD the said messuage land hereditaments and premises hereby granted or expressed so the UNTO AND TO of the Donees their heirs, executors, THE USE administrators, representatives, and assigns absolutely and for ever AND Donor do hereby for himself and his administrators, executors, respective heirs, representatives and assigns that notwithstanding any act, deed or thing by the Donor, Donees executed or knowingly suffered to the contrary be the Donor is now lawfully rightfully and absolutely seized and possessed or otherwise will and sufficiently entitled to the said messuage land hereditaments and premises hereby granted or expressed to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner of condition use in that or other thing whatsoever to alter defeat encumber or make void the same AND THAT notwithstanding any such act, deed or thing whatsoever as aforesaid the Donor has now himself good right and full power to grant the messuage land hereditaments premises hereby granted or expressed so to he UNTO AND to the use of the Donees their heirs, assigns in manner executors, administrators and the Donees their heirs, executors, aforesaid AND administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly possesses and enjoy the said messuage land hereditaments and premises and receive the right, issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Donor or any person or persons lawfully or equitably claiming from under or in trust for his AND THAT free and clear and freely clearly and absolutely discharged saved harmless and kept indemnified against all estate and encumbrances, created by the Donor or any person or persons lawfully or equitably claiming under or in trust for him and that the Donor and all person or persons having or lawfully claiming any estate or interest in the said messuage land hereditaments and premises or any part thereof from under or in trust for the Donor shall and will from time to time and at all times hereafter at the request and costs of the Donees their heirs, representatives and assigns do and executor cause to be Donees or executed all such acts, deeds and things whatsoever for further and more perfectly assuring the said messuage land hereditaments and premises and every part thereof unto and to the use of the Donees their heirs, executors, administrators, representatives and assigns in manner aforesaid as shall may be reasonably required the estimated value of the property is Rs.10,00,000/-(Rupees Ten Lakhs) only.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT 1/3rd (one-third) share and/or part of partly vacant land and partly four storied brick built dwelling house measuring 2500 sft. of each floor

belonging where on or on part whereof the same is erected and built and containing more or less a total area of 10 (Ten) Cottahs situates lying at and being premises No.16, Chakraberia Road (North), within Municipal limits of the town of Kolkata, Police Station - Ballygunge; Kolkata - 700 020, Sub-Registration District Alipore in the District of South 24-Parganas, and which is butted and bounded in the manner as follows:-

ON THE NORTH : By Chakraberia Road (North) ;

ON THE EAST : By partly premises No.15, Chakraberia

Road (North) and partly premises No.17,

Chakraberia Road (North);

ON THE SOUTH: By partly premises No.17, Chakraberia Road (North) and partly common passage;

-and-

ON THE WEST : By partly common passage and premises

No.19, Chakraberia Road (North),

Kolkata;

IN WITNESS WHEREOF the parties hereto and hereunto set and subscribed their respective hands the day, month and year above written.

DELIVERED AND SIGNED Kolkata in the presence of :

1. 2917217) RO(Worth)
16, Chakraberra FOCO20
KOLKATA-700020

April Kuman Sharma

1. Tritan Kumar Shanya.

2. Sanor Brigas

2. Naresh Kuwas Shame

DONEES

Drafted by:

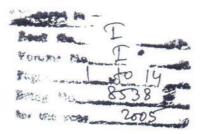
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Advocate

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BETWEEN

AJIT KUMAR SHARMA

.. DONOR

A N D

PRITAM KUMAR SHARMA & ANR.

.. DONEES

25/10/05





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Drafted by:
SANAT BISWAS
Advocate
6,0ld Post Office Street
Ground Floor,Room No.54
Calcutta-700 001.