

93808

L6272

1000Rs.

INDIA

1000

ONE THOUSAND RUPEES

Exemptible under Rule 21-A

of W. R. & B. Act 1951

Stamp Act 1959 Subsequently

amended Schedule 1A

Stamp 3.50

DEED OF GIFT

Registrar, U/S 7 (Deputy Registrar)
North 2 Parganas, Barasat

(D.S.R. II) as per

13/9/14

No. 826642

Registrar, U/S 7 (2)
North 2 Parganas, Barasat

(D.S.R. II) as per

Stamp Duty of Rs. 11.90

has been received on

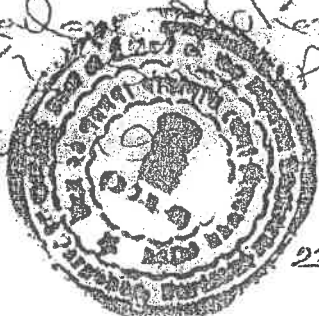
as per Misc Receipt No. 2526

Registrar, U/S 7 (2)
North 2 Parganas, Barasat
(D.S.R. II) as per
13/9/14

A162A
29

45851
Madan Mohan Saraff

Serial No.....
 Sold to.....
 Address.....
 Rs.....
 C.M.M's Court
 A. Ban-ha'l S- al-1
 18 MAY 2001



22100A-2001

0-05
 Transferred for registration of...
 on the... day of...
 at...
 office of...
 one of the...
 22 MAY 2001

- 1) Madan Mohan Saraff
 No. Deb's Dutt's Saraff
- 2) Nita Saraff
 w/o. Madan Mohan Saraff
- 3) Charisma Saraff
 No. Madan Mohan Saraff
- 4) Chandana Saraff
 No. Madan Mohan Saraff

Madan Mohan Saraff
 290
 North 24-Parganas
 42-A.A.A.

North 24 Parganas
 42-A.A.A.

Madan Mohan Saraff

Madan Mohan Saraff
 Fathi Nathal Saraff
 Charisma Saraff

Hiba Saraff

Charisma Saraff

Chandana Saraff

SIDHARTHA SARAFF (MINOR)

Madan Mohan Saraff

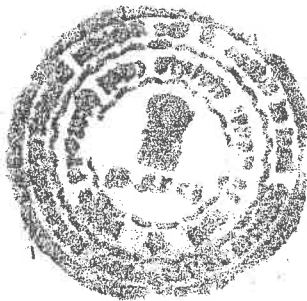
Radhe. Shyam Saraff
 No. Late Manohar Lal Saraff

C.L. DEPOSED WITH
 22100A-2001

Radhe. Shyam Saraff
 No. Late Manohar Lal Saraff
 North 24 Parganas
 42-A.A.A.

Radhe. Shyam Saraff
 No. Late Manohar Lal Saraff
 North 24 Parganas
 42-A.A.A.

1000Rs.



ON 1st May 2001
SUNNY PARK
(11/1)

THIS DEED OF GIFT made this 21st day of May, Two Thousand & One
BETWEEN (1) MADAN MOHAN SARAFF son of Debi Dutt Saraff, deceased (2) (SMT.)
MITA SARAFF wife of Shri Madan Mohan Saraff (3) (MISS) CHARISMA SARAFF
daughter of Shri Madan Mohan Saraff and (4) (MISS) CHANDRIMA SARAFF daughter of
Shri Madan Mohan Saraff all presently residing at No. 11/1 Sunny Park, Calcutta 700019
hereinafter referred to as "the DONORS" (which expression unless excluded by or repugnant to

1

the subject or context shall be deemed to mean and include their and each of their respective heirs legal representatives executors and administrators) of the **ONE PART AND (MASTER)** **SIDHARTH SARAFF**, a minor under the age of 18 years represented by his father and natural guardian Shri Madan Mohan Saraff residing at No.11/1 Sunny Park, Calcutta 700019 hereinafter referred to as the "**DONEE**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs legal representatives executors administrators and/or assigns) of the **OTHER PART**:

WHEREAS:

A. By a Kowala dated 13th February 1984 made between one Nandalal Jha as the Vendor and Madan Mohan Saraff, being the Donor No.1 herein as the Purchaser and registered with the Sub-Registrar, Barasat in Book No.I Volume No.88 Pages 174 to 180 Being No.1274 for the year 1984, the said Nandalal Jha for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the said Madan Mohan Saraff **ALL THAT** the pieces or parcels of land containing an area of 30.50 Decimals (i.e. 0.3050 Acre) more or less situate lying at and comprised in Dag Nos.157, 158 and 159 recorded in Khatian Nos.56 and 114 in Mouza Digberia Village, J.L. No.74, R.S. No.28, Police Station Barasat in the District of North 24-Parganas, being one-half share of the total land measuring 61 Decimals (i.e., 0.61 Acre) comprised in the said three Dag Nos.157, 158 and 159 and shown in the plan annexed thereto, absolutely and forever free from encumbrances. As per the present Settlement Records of Rights, the said 30.50 Decimals of land comprised in the said three Dags are recorded in Khatian Nos.130/1 and 412 in the name of the said Nandalal Jha as raiyat.

B. By a Kowala dated 13th February 1984 made between one Abed Ali Mullick as the Vendor and Sm. Mita Saraff, being the Donor No.2 herein as the Purchaser and registered with the Sub-Registrar, Barasat in Book No.I Volume No.88 Pages 181 to 188 Being No.1275 for the year 1984, the said Abed Ali Mullick for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the said Mita Saraff **ALL THAT** the pieces or parcels of land containing an area of 30.50 Decimals (i.e. 0.3050 Acre) more or less situate lying at and comprised in the said Dag Nos.157, 158 and 159 recorded in Khatian Nos.56 and 114 in Mouza Digberia Village, J.L. No.74, R.S. No.28, Police Station Barasat in the District of North 24-Parganas, being one-half share of the total land measuring 61 Decimals (i.e., 0.61 Acre) comprised in the said three Dag Nos.157, 158 and 159 and shown in the plan annexed thereto, absolutely and forever free from encumbrances. As per the present Settlement Records of Rights, the said 30.50 Decimals of land comprised in the said three Dags are recorded in Khatian Nos.48/1 and 185 in the name of the said Abed Ali Mullick as raiyat.

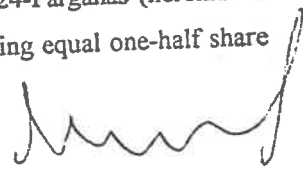
C. The said Madan Mohan Saraff and Mita Saraff, being the Donor Nos.1 and 2 herein respectively, are the full and absolute owners of **ALL THAT** the pieces or parcels of land containing an area of 61 Decimals (i.e., 0.61 Acre) more or less, out of which 6 Decimals of land

is comprised in the said Dag No.157, 45 Decimals of land is comprised in the said Dag No.158 and 6 Decimals of land is comprised in the said Dag No.159, all in Mouza Digberia Village in the District of North 24-Parganas (hereinafter referred to as "the **PROPERTY OF DONOR NOS.1 & 2**"), each having equal one-half share therein.

D. By a Kowala dated 16th March 1984 made between one Panchu Hari Mondal as the Vendor and Charisma Saraff, being the Donor No.3 herein, as the Purchaser and registered with the Sub-Registrar, Barasat in Book No.1 Volume No.111 pages 12 to 18 Being No.2270 for the year 1984, the said Panchu Hari Mondal for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the said Charisma Saraff **ALL THAT** the pieces or parcels of land containing an area of 28.5 Decimals (i.e. 0.2850 Acre) more or less situate lying at and comprised in part of Dag No.99 recorded in Khatian Nos.663 (formerly 105) and 702 (formerly 52) and in Dag No.155 recorded in Khatian No.127, both in Mouza Digberia Village, J.L. No.74, Police Station Barasat in the District of North-24 Parganas and shown in the plan annexed thereto, absolutely and forever free from encumbrances. As per present Settlement Records of Rights, 20 Decimals of land comprised in part of the said Dag No.99 is recorded in Khatian No. Agri 442 in the name of the said Panchu Hari Mondal.

E. By a Kowala dated 16th March 1984 made between one Panchu Gopal Mondal as the Vendor and Chandrima Saraff, being the Donor No.4 herein, as the Purchaser and registered with the Sub-Registrar, Barasat in Book No.1 Volume No.111 Pages 19 to 22 Being No.2271 for the year 1984, the said Panchu Gopal Mondal for the consideration therein mentioned granted sold conveyed and transferred unto and in favour of the said Chandrima Saraff **ALL THAT** the pieces or parcels of land containing an area of 28.5 Decimals (i.e. 0.2850 Acre) more or less situate lying at and comprised in part of Dag No.99 recorded in Khatian Nos.664 (formerly 105) and 702 (formerly 52) and in Dag No.155 recorded in Khatian No.127 both in Mouza Digberia Village, J.L. No.74, Police Station Barasat in the District of North-24 Parganas and shown in the plan annexed thereto, absolutely and forever free from encumbrances. As per present Settlement Records of Rights, the 20 Decimals of land comprised in part of the said Dag No.99 is recorded in Khatian No. Agri 443 in the name of the said Panchu Gopal Mondal.

F. The said Charisma Saraff and Chandrima Saraff, being the Donor Nos.3 and 4 herein respectively, are the full and absolute owners of **ALL THAT** the pieces or parcels of land containing an area of 57 Decimals (i.e. 0.57 Acre) more or less, out of which 40 Decimals of land is comprised in part of the said Dag No.99 and 17 Decimals of land is comprised in the said Dag No.155, both in Mouza Digberia Village in the District of North 24-Parganas (hereinafter referred to as "the **PROPERTY OF DONOR NOS. 3 & 4**"), each having equal one-half share therein.



- 4 -

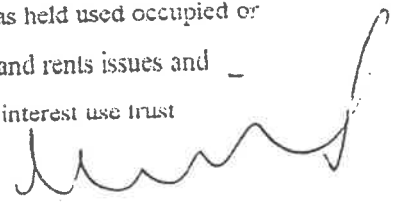
The Property of Donor Nos. 1 & 2 and the Property of Donor Nos. 3 & 4 are adjoining contiguous pieces and parcels of land containing in aggregate an area of 118 Decimals (i.e. 1.18 Acre) more or less and the same are jointly fully mentioned and described in the SCHEDULE hereunder written and delineated in the plan annexed thereto duly bordered thereon in "RED" and hereinafter for the sake of brevity referred to as "the SAID LAND AND PREMISES".

11. After purchase of the said Land and Premises, the Donors jointly constructed buildings, warehouses and structure thereat.

1. The Donors bear natural and great love and affection towards the Donee, who is the son of the Donor Nos. 1 and 2 the brother of Donor Nos. 3 and 4 and they the Donors all, out of their own free will and volition, desire to grant convey and transfer the said Land and Premises with all constructions thereon and all their respective rights title and interest therein unto and in favour of the Donee as and by way of Gift free from all encumbrances and the Donee has agreed to accept such gift as is testified by the Donee executing these presents.

2. For the purpose of Stamp Duty to be paid on these presents, the said Land and Premises is valued at Rs. 4,00,000.- (Rupees Four lacs) only.

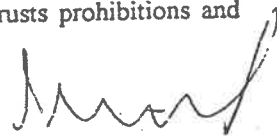
~~AND WHEREAS~~
1. ~~NOW THIS DEED WITNESSETH~~ that in consideration of the natural love and affection that all the Donors bear towards the Donee, being the son of the Donor Nos. 1 and 2 and the brother of Donor Nos. 3 and 4, the donors, out of their own free will and volition, freely and voluntarily do hereby grant convey transfer deliver assign and assure unto and to the Donee as and by way of Gift ALL THOSE their respective demarcated portions and/or shares of and in ALL THAT the brick built buildings messuages tenements hereditameens out-houses structures and premises together with the pieces and parcels of land or ground thereunto belonging and appertaining thereto containing a total area of 118 Decimals (i.e. 1.18 Acre) more or less situate being at and comprised in Dag Nos. 157, 158, 159 and also in part of Dag No. 99 all in Mouza Digberia Village, Police Station and Sub-Registration Office-Barasat in the District of North 24-Parganas morefully and particularly mentioned and described in the SCHEDULE hereunder written and hereinafter referred to as "the SAID LAND AND PREMISES" AND ALL the entire ownership right title and interest of the Donors and each of them into and upon the said Land and Premises described and mentioned in the SCHEDULE hereunder written TOGETHER WITH all and singular the intangible assets edifices fixtures gates courts courtyards compound areas sewers drains ways paths passages driveways fences hedges ditches trees walls boundary walls water water courses lights and all manner of former and other rights liberties benefits privileges easements appendages and appurtenances whatsoever to the said Land and Premises belonging or in any way appertaining thereto or reputed or known to be part or parcel or member thereof which now is or are or heretofore were or was held used occupied or enjoyed therewith AND reversion or reversions remainder or remainders and rents issues and profits thereof and all and every part thereof AND all the estate right title interest use trust



property claim and demand whatsoever both at law or in equity of the Donors and each of them into out of or upon the said Land and Premises and every part thereof hereby granted conveyed transferred assigned and assured or expressed or intended so to be **TOGETHER WITH** all deeds pattahs muniments writings and evidence of title which in anywise relate to the said Land and Premises or any part thereof (including all the above recited four Kowalas) which now is or hereafter shall or may be in possession power or control of the Donors or any of them or any other person or persons from whom the Donors or any of them can or may procure the same without any action or suit **TO HAVE AND TO HOLD** the same unto and to the Donee absolutely and forever free from all encumbrances.

II. THE DONORS DO AND EACH OF THEM DOETH HEREBY COVENANT WITH THE DONEE as follows:

- (i) **THAT** notwithstanding any act deed matter or thing by the Donors or any of them done committed executed or knowingly permitted or suffered to the contrary the Donors and each of them are lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to their respective demarcated portions and/or shares of and in the said Land and Premises hereby granted conveyed transferred assigned and assured or expressed or intended so to be without any manner of encumbrances charges conditions uses trusts or any other thing whatsoever to alter defeat encumber or make void the same;
- (ii) **AND THAT** the Donors or any of them have not at any time done or executed or knowingly suffered or been party or privy to any act deed matter or thing whereby the properties benefits advantages and rights hereby granted conveyed transferred assigned and assured or expressed or intended so to be or any part thereof can or may be impeached encumbered or affected in title;
- (iii) **AND THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Donors and each of them have now in themselves good right full power and absolute authority and indefeasible title to grant convey transfer assign and assure all and singular their respective properties benefits advantages and rights hereby granted conveyed transferred assigned and assured or expressed or intended so to be unto and to the Donee in the manner aforesaid according to the true intent and meaning of these presents;
- (iv) **AND THAT** the properties benefits advantages and rights hereby granted conveyed transferred assigned and assured or expressed or intended so to be now are free from all claims demands encumbrances mortgages charges liens attachments leases tenancies occupancy rights restrictive covenants lispendens uses debutters trusts prohibitions and liabilities whatsoever or howsoever.



(vi) AND THAT the Donors and each of them and all person or persons having or lawfully rightfully or equitably claiming any estate or interest in the respective properties of the Donors hereby granted conveyed transferred assigned and assured or expressed or intended so to be through under or in trust for the Donors or any of them or their predecessors-in-title shall and will from time to time and at all times hereafter at the request and cost of the Donee do and execute or cause to be done and executed all such acts deeds and things for further better and more perfectly assuring the said Land and Premises and their respective demarcated portions thereof and/or shares therein unto and to the use of the Donee in the manner aforesaid as shall or may reasonably be required by the Donee.

THE SCHEDULE ABOVE REFERRED TO:
(SAID LAND AND PREMISES)

ALL THAT the brick built buildings messuages tenements hereditaments outhouses structures and premises together with the pieces and parcels of ^{danga} land or ground thereunto belonging and appertaining thereto contrining a total area of 118 Decimals (i.e. 1.18 Acre) more or less situate lying at and comprised in Dag Nos.157, 158, 159 and 155 and also in part of Dag No.99, details of the respective areas comprised in each Dag alongwith the respective Khatian Numbers are morefully hereinbelow stated, all in Mouza Digberia Village, J.L. No.74, R.S. No.28, Touzi No.146 under Police Station and Sub-Registration Office Barasat in the District of North 24-Parganas and delineated in the plan annexed hereto duly bordered thereon in "RED" and butted and bounded as follows:

ON THE NORTH : Partly by Badu Road and partly by Dag Nos.97 and 98;

ON THE EAST : Partly by Dag No.98 and partly by the remaining part of Dag No.99;

mind

ON THE SOUTH : Partly by each Dag Nos. 156, 154 and 148;
ON THE WEST : By Panchayat Road.

Be it mentioned that the total habitable area in the property hereby gifted is 2876
Square feet more or less.

Details of areas comprised in each Dag alongwith the respective Khatian Numbers:

Sl. No.	Dag Number	Area (in Decimal)	Khatian Number
1.	157	6.00	Present Khatian Nos. 130/1, 412, 48/1 and 185 (formerly 56 and 114).
2.	158	49.00	Present Khatian Nos. 130/1, 412, 48/1 and 185 (formerly 56 and 114).
3.	159	6.00	Present Khatian Nos. 130/1, 412, 48/1 and 185 (formerly 56 and 114).
4.	155	17.00	Khatian No. 127.
5.	99 (Part)	40.00	Khatian Nos. 663, 664 (both formerly 105) and 702 (formerly 52)

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated lying butted bounded called known numbered described or distinguished.

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

SIGNED SEALED AND DELIVERED by
the withinnamed DONORS at Calcutta in
the presence of:

1. Radhe Suman Saraf
8/0 Late Suman Saraf
169, Patindia Saraf, C-117,
Service
2. Arun K. Sarkar
c/o Dasturath Sarkar
22/11, Dem Benarjee Lane
Howrah - 2
Service

- 1) Madan Mohan Saraff
- 2) Mita Saraff
- 3) Chaitanya Saraff
- 4) Chandana Saraff

SIGNED SEALED AND DELIVERED by

the withinnamed DONEE at Calcutta in the
presence of: **SIDHARTHA SARAFF (MINOR)**

Madan Mohan Saraff

Father, Natural Guardian

Prepared by: Subhanshu Kumar Sen,
Baranor. Adv.
25024897-83

[Signature]



Signature of [illegible]
 North 24 Parganas
 (B. A. B. - B.)

22 MAY 2001



14.9.01

Signature of [illegible]
 North 24 Parganas
 (B. A. B. - B.)

[Handwritten signature]

[Handwritten signature]
 Date 11/3
 Page 335 of 388
 Vol. No. 6272
 For the year 19-01

Ch-20, 1278

8

DATED THIS _____ DAY OF _____ 2000

BETWEEN

MADAN MOHAN SARAFF & OTHERS
... DONORS

AND

(MASTER) SIDHARTH SARAFF
... DONEE

DEED OF GIFT

PANKAJ SHROFF & COMPANY
Advocates
7B Kiran Shankar Roy Road
Calcutta # 700001