

11327

07266 5000Rs.



3700/-
28-9-06
M v. As. 11.2
1295824/-



DEED OF GIFT

Valued at Rs.8,60,000/-

ADDITIONAL REGISTRAR OF
ASSURANCE, KOLKATA

19/6/07



Sanjay Mallick

THIS DEED OF GIFT made this 26th day of September, Two Thousand Six BETWEEN MRS. KALPANA MALICK, wife of Lt. Sanjoy Mallick, aged about 52 years, by faith-Christian, by occupation-Housewife, residing at 171/1, Diamond Harbour Road, P.S. Thakurpukur, Kolkata- 700 063, hereinafter called THE DONOR (which expression shall unless otherwise excluded by or

M. Mainak Biswas
SRI MAINAK BISWAS
Constituted Power of Attorney of
SRI SUMANTRA MULLICK
SRI SUJOY MULLICK
SRI SANTANU MULLICK
SRI SANDIP MULLICK
SRI UMA SHANKAR MONDAL

SHREE SAI CONSTRUCTION

M. Mainak Biswas
Proprietor

S. B. I.

Cheque No. 107380

dt. 19-6-07 for ...

Rs. 1500.00

has been Paid in behal Stamp duty,

A-94491

2-74

3-557

10-251

18-251

95401

ARA-I

19-6-07

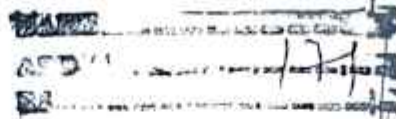
Stamp's "A" Fee Rs. 4796.00

Subsequently realized

SBI Cheque No.

96711

Sandip Mallik



D.H.D.

14-63

2006

25007
S. CHATTERJEE
Licensed Stamp Vendor
C. C. Court
B & S, K.S. Roy Road, Calcutta

Presented for Registration

Days of

Vendor Registered

Kalpana Mallik.



Kalpana Mallik

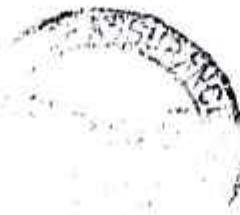


[Signature]

26/9/06

Execution is admitted
by Kalpana Mallik &
Sanjay Mallik of
171/1, Diamond Har-
bour, Ad. P.S. Makur-
pukur, Kal - 63 +
Sandip Mallik & Lt
Sanjay Mallik of the
same place.

Sandip Mallik



Execution is admitted by
Tapas Das & Lt
Saurabh Das of
27, Sub Lane
Kal - 70014

Tapas Das
Late. Sourendra Nath Das.
27 Sub Lane
Kal - 70014
Service.

[Signature]

26/9/06

repugnant to the subject or context be deemed to mean and include her heirs, heiresses, executors, successors, successors-in-interest, administrators and legal representatives) of the party of the **ONE PART.**

AND

MR. SANDIP MALLICK, son of Lt. Sanjoy Mallick, by faith Christian, by occupation Service, residing at 171/1, Diamond Harbour Road, P.S. Thakurpukur, Kolkata- 700 063, hereinafter called **THE DONEE** (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include her heirs, heiresses, executors, successors, successors-in-interest, administrators and legal representatives) of the party of the **OTHER PART.**

WHEREAS one Hemendra Kumar Mallick, father of (1) Sri Sanjoy Mallick, (2) Sri Sriharsha Mallick, (3) Sri Sumantra Mallick, had purchased a piece and parcel of land measuring 7 Cottahs 3 Sq.ft. being portion of land of R.S. Dag No. 2045 under R.S. Khatian No. 672 of Mouza- Purba Barisha, J.L. No. 23, P.S. Behala (now Thakurpukur), Dist. 24 Parganas (now South 24-Parganas), previously situated within the South Suburban Municipality and at present which is under the jurisdiction of Calcutta Municipal Corporation under Ward No. 124, premises No. 316 and Assessee

No. being 41-124-05-0310-8 as per current Record of C.M.C., which is fully and described in the Schedule "A" of the **DEED OF PARTITION** being No. 4242 for the year 2002 which was duly registered and executed from the District Sub-Registrar - II, Alipore, South 24-Parganas and the same was duly registered and executed in Book No. I, Volume No. 19, Pages 29 to 68 executed on 11-03-1999, from one Uday Chandra Biswas, son of Lt. Banshidhar Biswas, of Házipur, Dist. 24-Parganas, by virtue of Registered Deed of Sale, executed on 9th September, 1949 from the office of the Joint Sub-Registrar of Alipore and recorded in Book No. I, Volume No. 16, Pages 170 to 172, Being No. 1126 for the year 1949.

AND WHEREAS the said Hemendra Kumar Mallick after became the absolute-owner-cum-possessor of the property which has been mentioned in the **DEED OF PARTITION**, raised and constructed one two storeyed building upon the said land out of his own fund as per approved sanctioned plan by South Subarban Municipality.

AND WHEREAS while the said Hemendra Kumar Mallick died intestate on 21.09.1987 leaving behind his three sons viz. (1) Sri Sanjoy Mallick, (2) Sri Sriharsha Mallick, (3) Sri Sumantra Mallick, i.e. the parties of the **DEED OF PARTITION** being No.

1242 for the year 2002 and one daughter Smt. Sunanda David, wife of Rev. George David as his legal heirs and heiresses;

AND WHEREAS after the demise of said Hemendra Kumar Mallick his property i.e. the land and building standing thereon upon the Schedule "A" of the said **DEED OF PARTITION** was inherited by his three sons referred herein above and one daughter in equal shares.

AND WHEREAS while the said three sons and one daughter of Hemendra Kumar Mallick, had been possessed the said property jointly, the only daughter viz. Smt. Sunanda David sold and transferred her entire share and interest upon the said property to her three brothers viz. (1) Sri Sanjoy Mallick, (2) Sri Sriharsha Mallick and (3) Sri Sumantra Mallick, in equal share by a Registered Deed of Sale being No. 520 for the year 1997 which was duly registered and executed from the office of the **SADAR** Registry Office at Alipore on 8th August, 1997 and thereafter the said three brothers hereinabove, have become the joint owners of the said property which had been mentioned in the Schedule "A" of the **DEED OF PARTITION** in equal share.

AND WHEREAS the mailing address of the said property has been recorded as now No. 171/1, Diamond Harbour Road, in the Assessment Register of South Suburban Municipality.

AND WHEREAS the parties of the said **PARTITION DEED** have decided and agreed to make an amicable partition among themselves according to their respective individual share of right and in this content the said amicable and mutual partition made by a **DEED OF PARTITION** being No. 4242 for the year 2002.

AND WHEREAS after the **DEED OF PARTITION** Sri Sanjoy Mallick became the absolute Owner-cum-Possessor of the Schedule property as per the Annexed Partition Plan of the land and building of the **DEED OF PARTITION** being No. 4242 for the year 2002.

AND WHEREAS Sanjoy Mallick died intestate on 22.1.2002 leaving behind his only legal wife Mrs. Kalpana Mallick and two sons Mr. Santanu Mallick and Mr. Sandip Mallick.

AND WHEREAS after the demise of said Sanjoy Mallick his wife Mrs. Kalpana Mallick and two sons Mr. Santanu Mallick and Mr. Sandip Mallick became the absolute Owner-Cum-Possessors in respect of their individual undivided and undemarcated 1/3rd share of right upon the Schedule property of their husband and father respectively as per the Schedule "A" and Schedule "A-1" of the Annexed partition plan of the said **DEED OF PARTITION** wherein it has been clearly depicted and delineated by **RED BORDER** in

the said Annexed partition Plan of the **DEED OF PARTITION** being No. 4242 for the year 2002.

AND WHEREAS after the demise of said Sanjoy Mallick the heirs and heiresses as referred hereinabove got their names mutated from the Calcutta Municipal Corporation, South Suburban Unit and used to pay taxes regularly and up-to-date.

WITNESSES, that in consideration of the natural love and affection which the DONOR, the later being her the youngest son, the DONOR do hereby and hereunder renounce all her Estate and right and title and interest with intent to vest the same in and grant, convey, transfer, give and assure unto and to the use of the DONEE, freely and voluntarily, the property more fully and specifically mentioned and described in the Schedule hereunder hereto and hereinafter referred to as the "SAID PROPERTY" and delivered possession of the same unto and in favour of the DONEE TO HAVE AND TO HOLD the same for his sole use and benefit absolutely and unconditionally forever. Neither I, nor my heirs, heiresses, legal representatives, administrators, successors, successors-in-interest, shall henceforth have any claim or interest in the "SAID PROPERTY" which is more fully and specifically described in the Schedule hereto and hereinafter.

NOW furthermore I have declared solemnly and affirmed that the "SAID PROPERTY" and its possession shall be delivered absolutely in the name of Mr. Sandip Mallick, my youngest son i.e. the DONEE herein who has accepted the gift by taking exclusive possession thereof. Usual covenants as in a Sale-Deed AND THAT the DONEE accepts the gift of the "SAID PROPERTY" hereunder made as testified by his being a party hereto and executing this presents. The value of my property in my estimation is Rs.8,60,000/- (Rupees Eight lacs sixty thousand) only.

IN WITNESSES whereof I have executed this **DEED OF GIFT** which is irrevocably binding on me.

SCHEDULE PROPERTY REFERRED TO ABOVE :

ALL THAT piece and parcel of Bastu Land measuring 2900 Sq.ft. equivalent to 4 Cottahs 0 Chittacks and 20 Sq.ft. out of which 1020 Sq.ft. vacant land including R.T. Shed of 150 sq. ft. and 1800 Sq.ft. covered area constructed in the Ground Floor and therefore 1/3rd share of exclusive and absolute right of such area of property including right of easements upon the common passage and all common usage and including the right of ingress and egress upon the said 1/3rd property from the all common passage and common usage and also right of enjoyment of taking electric

connection, sewerage connection, municipal tax water connection, telephone connection, and all other facilities and connection through over and under the common passages and whatsoever and the "SAID PROPERTY" lying situated under Mouza-Purba Barisha under R.S. Dag no. 2045 appertaining to Khatian No. 672, J.L. No. 23, P.S. Thakurpukur, Dist. South 24-Parganas within the ambit of Calcutta Municipal Corporation under South Subarban Unit being holding No. 171/1, Diamond Harbour Road, Calcutta- 700 063 which is clearly depicted and delineated in the Annexed plan shown with RED BORDER which is part and parcel of this Instant Deed of Gift and the property is butted and bounded as follows :-

ON THE NORTH BY : 5'-6" feet wide common passage and then
Land of Mr. Provat Chandra Biswas and Sri
Uday Chandra Biswas.

ON THE SOUTH BY : Swadeshi Bosu Hospital.

ON THE EAST BY : House of Arobinda Biswas standing on
Eastern part of Dag no. 2045.

ON THE WEST BY : Diamond Harbour Road.

SPECIMEN FORM FOR TEN FINGER PRINTS

PHOTO	<i>Kapana Melnick.</i>		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		LEFT HAND					
			THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
		RIGHT HAND					

PHOTO	<i>Sanjay Nathak</i>		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
		LEFT HAND					
			THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
		RIGHT HAND					

PHOTO		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					

PHOTO		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					

IN WITNESS WHEREOF both the parties herein set and subscribed their respective hands and seal in the day, month and year first above written having understood the purport and meaning of the contained of this DEED OF GIFT in their own vernacular.

IN PRESENCE OF WITNESSES :

1. Tapan Das.
Late. Sourendra Nath Das.
27. Sub Lane.
P.O. Tinkaly. Kal-700019

Kalyana Mellick.

SIGNATURE OF THE DONOR
I accept

2. Prashanta Rakshit
12 Old Post Office Street
Calcutta -1

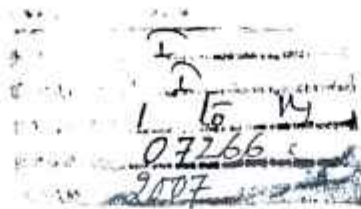
Sanchip Mallik
SIGNATURE OF THE DONEE

Drafted and Identified by me :


(BISWAJIT CHATTERJEE)
Advocate.
High Court, Calcutta.

Typed by :


TAPAS KUMAR GHOSH
10, Old Post Office Street,
Kolkata- 700 001



30-7-04

SHREE SAI CONSTRUCTION

Proprietor

SRI MAINAK BISWAS

Constituted Power of Attorney of
SRI. SUMANTRA MULLICK
SRI. SUJOY MULLICK
SRI. SANTANU MULLICK
SRI. SANDIP MULLICK
SRI. UMA SHANKAR MONDAL

Scanned
30-7-07