

7464

2/7/79



पश्चिम बंगाल WEST BENGAL

77AA 768831

Notarized that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this documents.

District Sub-Register
Howrah

06 AUG 2014

DEED OF GIFT

PS. Sankaril, District: Howrah

3964

28/4/14

জমিদার
মুদ্রা
কর্তার নাম
কর্তার
কর্তার
কর্তার

Samir Singh Jayaswal

nil

Samir Singh Jayaswal

2586



Samir Singh Jayaswal

2587

District Sub-Registrar
Howrah

28 APR 2014

Shyam K. Das

Law Clerk

Howrah Court

THIS **DEED OF GIFT** made on this the 28 day of April 2014

BETWEEN

Sri Samar Singh Jayaswal son of Late Gobardhan Jayaswal, by faith Hindu, by occupation - business, residing at 112, Southern Avenue, P.S. Lake, Kolkata - 29, hereinafter called the **DONOR** (which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrator, assigns, legal representatives etc.) of the **ONE PART.**

A N D

Sri Raaj Bardhan Jayaswal son of Sri Samar Singh Jayaswal, by faith Hindu, by occupation - business, residing at 74/1, Sheikh Para Lane, P.S. Shibpur, District : Howrah, hereinafter called the **DONEE** (which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, assigns, legal representatives etc.) of the **OTHER PART;**

WHEREAS originally the property situated at Mouza Podra, J.L. no. 38, R. S. Dag no. 412, 552 corresponding to L. R. Dag no. 580 and 697

respectively under R.S Khatian no. 203 and 115 corresponding to L.R Khatian no. 3742 measuring about 97 Satak / Decimal Sali Land (in Dag no. 580) and 20 Satak / Decimal Bastu Land (in Dag no. 697) in total 117 decimal of property belonged to Bhupal Krishna Dutta son of Rebati Raman Dutta who on 18/02/1963 transferred his right, title, interest and possession over the said property in favour of Gobardhan Jayaswal by executing and registering a deed of sale and said deed was registered before the office of District Sub - Registrar at Howrah and recorded in Book no. 1, Volume no. 15, Pages 220 to 229 being no. 576 for the year ~~2007~~1963.

AND WHEREAS After purchasing the said property Gobardhan Jayaswal was in possession of the said property peacefully without any objection from any corner.

AND WHEREAS Said Gobardhan Jayaswal during his life time executed a deed of Will on 15/02/1971 whereby bequeathing all his properties including above mentioned and schedule noted property in favour of his

son Samar Singh Jayaswal. Said Samar Sing Jayaswal being the executor of the said Will took charge of all the properties under the said Will after demise of his father Gobardhan Jayaswal on 23/08/1973.

AND WHEREAS Said Samar Singh Jayaswal constructed a two storied building in the said property and applied for grant of probate of the will of his father before the District Delegate Court at Alipore and said case was registered as Act XXXIX case no. 327 of 2005 and he obtained probate on 28/07/2006.

AND WHEREAS thereafter being the absolute owner of the said property, he mutated his name before the settlement office at Howrah and got separate L.R. Khatian no. being 3742. He also paid Khazna to the local Thana Makua Gram Panchayat and before the settlement office.

AND WHEREAS said Samar Singh Jayaswal the donor hereof has two sons namely Kunal Bardhan Jayaswal & Raaj Bardhan Jayaswal and one daughter namely Alka Sikand.

AND WHEREAS the donor after death of his wife Pramila Jayaswal is living under the alone at his residence and due to family dispute, he suffered huge mental pain and agony from his elder son Kunal Bardhan Jayaswal. His younger son always stands in his side in his troubled time both in home and in business. He already executed a registered deed of will 27/01/2011 in favour of his younger son but anticipating the fierce family dispute, he decided to gift part of the above mentioned property to his younger son, Raaj Bardhan exclusively depriving all his legal heirs. He also settled his daughter Alka and she is living a happy life.

AND WHEREAS now the Owner/ First Part herein while seized and possessed of the "First" Schedule mentioned property exclusively and desirous to gift a piece of land to his younger son, the donee hereof from his First schedule property more fully described in Second schedule below out of love and affection.

AND WHEREAS Donor is now attaining the age of eighty seven. The Donor hereof also declares that he deprives his legal heirs i.e. his elder

son and daughter from his property described in second schedule below as his younger son showed respect and undisputed loyalty towards him in his tough time.

AND WHEREAS as for long time, the Donor was anxious to do something for the future provision of the Donee, who is very much close to the Donor and considering the above aspects, the Donor hereof out of love and affection and respect and responsibility showed towards him by the Donee, have decided to give his second schedule property of this present to the Donee;

NOW THIS INDENTURE WITNESSETH that in pursuance of the said intention and in consideration of natural love and affection the Donor does hereby grant, convey and transfer his second schedule property situated within the First schedule property by way of gift, unto the Donee, which the Donee accepts, forever all that the said property described in the second Schedule below, together with all common

facilities to the said property and common passages and easements to the said piece of property;

AND TOGETHER with all appurtenances belonging to or in any way appertaining to or with the same or any part thereof usually held, occupied, enjoyed or reputed or known as part or member thereof or be appurtenant thereto along with all the estate, right, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever of the Donor into and out of and upon the said property or any part thereof **TO HAVE AND TO HOLD** the said second schedule property hereby granted and gifted or intended so to be with him and every of his rights, members and appurtenances unto and to the use and benefit of the Donor for ever to be held as heritable, transferable and immovable property within the meaning of the law in force for the time being subject to the payments of all rents, taxes, easements, rates, dues and duties now chargeable upon the same which hereafter become payable in respect thereof to the Government of West Bengal or Howrah Jila

Parishad or B.L. & L.R.O office or any other concerned authorities and subject to the condition that the said property.

AND the **Donor** does hereby covenant as follows:


1. **THAT** the Donor have in himself good right full power and absolute authority to grant, convey, transfer, give, assign and assure the said landed property described in the second schedule below delineated and demarcated in the annexed plan marked in RED border hereby gifted, granted, conveyed, transferred, assigned, assured and expressed so to be unto and to the use of the Donee absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever.

2. **AND THAT** the Donee shall and may at all times hereafter peaceably and quietly enter into, hold, occupy, possess and enjoy exclusively the said appurtenances and receive the rents, issues, incomes and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction, interruption and claim and demand whatsoever

from or by the Donor or any other heirs of the Donor or any person or persons claiming under him or in trust for him or lawfully claiming any estate, right or interest whatsoever at law in the said property hereby granted, gifted or expressed so to be free and clear and freely and clearly and absolutely and forever released and discharged or otherwise by the Donor and well and sufficiently saved, kept harmless and indemnified Donor or against all former and other estates, titles, charges and encumbrances whatsoever had made, executed, occasioned or suffered by the Donor or any other persons lawfully claiming or claiming under or in trust for the Donor;

3. **AND THAT** the said Landed property described in the Second Schedule below is free from all encumbrances.

4. **AND THAT** the Donee shall be entitled to sell, transfer, mortgage, lease, assign or otherwise deal with the said property along with the right of common passages and easements hereby acquired in the manner as the Donee shall think fit and proper subject to the terms and



conditions laid down herein without any consent or objection the Donor and the Donor or his any other legal heirs shall not raise any objection to that effect and in case of doing so, all such attempts shall be treated as null and void before the any court of law.

5. **AND THAT** the Donee, by virtue of this Deed, shall have right to mutated his name in the records of the Thanamakua Gram Panchyat, Howrah Jila Parishad and Settlement offices for making building thereon.

6. **AND THAT** the Donee shall have right to use and enjoy the entire common passages of the said property and shall exercise all types of easements over the same.

7. **AND THAT** the Donor or his legal heirs, successor shall not have any over the schedule gifted property in future and in case of any claim, shall be rejected before any court of law.

"FIRST" SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Mouza Podra, J.L. no. 38, R.S Dag no. 412, 552 corresponding to L.R Dag no. 580 & 697 respectively under R.S Khatian no. 203 and 115 corresponding to L.R Khatian no. 3742 measuring about 97 Satak / Decimal Sali Land (in Dag no. 580) and 20 Satak / Decimal Bastu Land (in Dag no. 697) in total 117 decimal of property under P.S Sankaril, District - Howrah within the jurisdiction of District Registrar and Additional District Sub-Registrar at Ranihati.

: THE 'SECOND' SCHEDULE ABOVE REFERRED TO :

(Gifted property)

ALL THAT piece and parcel of Sali Land measuring about 97 Decimal / Satak situated at Mouza Podra, J.L. no. 38, R.S Dag no. 412 corresponding to L.R Dag no. 580 under R.S Khatian no. 203 corresponding to L.R Khatian no. 3742 under P.S Sankaril, District - Howrah within the jurisdiction of District Registrar and Additional District Sub-Registrar at Ranihati, delineated in RED border in the annexed plan which is part of the deed.

The government market price of this property is Rs. 2,00,79,493/-,

Samra Singh Juyarwal

IN WITNESS WHEREOF the Donor have subscribed to this Deed by putting his respective signature in presence of the Witnesses named on the date, month and year first written above.

Signed, sealed and delivered in

presence of the following **WITNESSES:**

1. Shyamkr. Dey
Law Clerk
Howrah Court

Samra Singh Juyarwal
Signature of Donor

2. Sandip Nath
Howrah Court

I accept the gift,
Sandip Nath
Signature of Donee

Drafted by me.

Anirban
Advocate.
No. F375/35/78

Howrah Judges' Court. Howrah.

Typed and printed by me:

Somnath Ghara
Howrah Court.

FOR FORM TEN FINGER IMPRESSION

Page No. _____

Sl,
No.

Picture & Signature
of Examinants

Little

Ring

Middle
(Right Hand)

Fore

Thumb



Suresh Singh Jangal

Signature of

Little

Ring

Middle
Left Hand

Fore

Thumb

Little

Ring

Middle
(Right Hand)

Fore

Thumb



Prasanna Singh Jangal

Signature of

Little

Ring

Middle
Left Hand

Fore

Thumb

Little

Ring

Middle
Right Hand

Fore

Thumb

Little

Ring

Middle
Left Hand

Fore

Thumb



Government Of West Bengal
Office Of the D.S.R. HOWRAH
District:-Howrah

Endorsement For Deed Number : I - 07179 of 2014
(Serial No. 07464 of 2014 and Query No. 0501L000016256 of 2014)

On 28/04/2014

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 18.00 hrs on :28/04/2014, at the Private residence by Sri Samar Singh Jayaswal ,Executant.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 28/04/2014 by

1. Sri Samar Singh Jayaswal, son of Late Gobardhan Jayaswal , 112, Southern Avenue, Thana:-Lake, District:-Kolkata, WEST BENGAL, India, Pin :-700029, By Caste Hindu, By Profession : Business
 2. Sri Raaj Bardhan Jayaswal, son of Sri Samar Singh Jayaswal , 74/1, Seikh para Lane, Thana:-Shibpur, District:-Howrah, WEST BENGAL, India, , By Caste Hindu, By Profession : Business
- Identified By Shyamal Kumar Dey, son of . , Howrah Court, District:-Howrah, WEST BENGAL, India, , By Caste: Hindu, By Profession: Law Clerk.

(Satiprasad Bandopadhyay)
DISTRICT SUB-REGISTRAR OF HOWRAH

On 23/07/2014

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-2,00,79,493/-

Certified that the required stamp duty of this document is Rs.- 100407 /- and the Stamp duty paid as: Impresive Rs.- 10/-

(Satiprasad Bandopadhyay)
DISTRICT SUB-REGISTRAR OF HOWRAH

On 06/08/2014

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 33(i), 4 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 220908.00/-, on 06/08/2014



(Satiprasad Bandopadhyay)
DISTRICT SUB-REGISTRAR OF HOWRAH

06/08/2014 14:51:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the D.S.R. HOWRAH
District:-Howrah

Endorsement For Deed Number : I - 07179 of 2014
(Serial No. 07464 of 2014 and Query No. 0501L000016256 of 2014)

(Under Article : A(1) = 220869/- ,E = 7/- ,H = 28/- ,M(b) = 4/- on 06/08/2014)

Deficit stamp duty

Deficit stamp duty

1. Rs. 49000/- is paid , by the draft number 497497, Draft Date 31/07/2014, Bank : State Bank of India, Chatterjeehat, received on 06/08/2014
2. Rs. 49000/- is paid , by the draft number 497498, Draft Date 31/07/2014, Bank : State Bank of India, Chatterjeehat, received on 06/08/2014
3. Rs. 2400/- is paid , by the draft number 497499, Draft Date 31/07/2014, Bank : State Bank of India, Chatterjeehat, received on 06/08/2014

(Satiprasad Bandopadhyay)
DISTRICT SUB-REGISTRAR OF HOWRAH



(Satiprasad Bandopadhyay)
DISTRICT SUB-REGISTRAR OF HOWRAH

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 24
Page from 703 to 720
being No 07179 for the year 2014.



(Satiprasad Bandopadhyay) 07-August-2014
DISTRICT SUB-REGISTRAR OF HOWRAH
Office of the D.S.R. HOWRAH
West Bengal

GIFT DEED PLAN OF R.S. DAG NO-412. L.R. DAG NO-580.

L.R. KHATIAN NO-3742 MOUZA:- PODRA J.L. NO-38.

P.S. SANKRAIL. DIST- HOWRAH. SCALE:- 1"=32'-0" FT.

AREA OF LAND:- 97 DECIMAL. SHOWN IN RED BORDER.

DONOR :- SAMAR SINGH JAYASWAL.

DONEE :- RAAJ BARDHAN JAYASWAL.

