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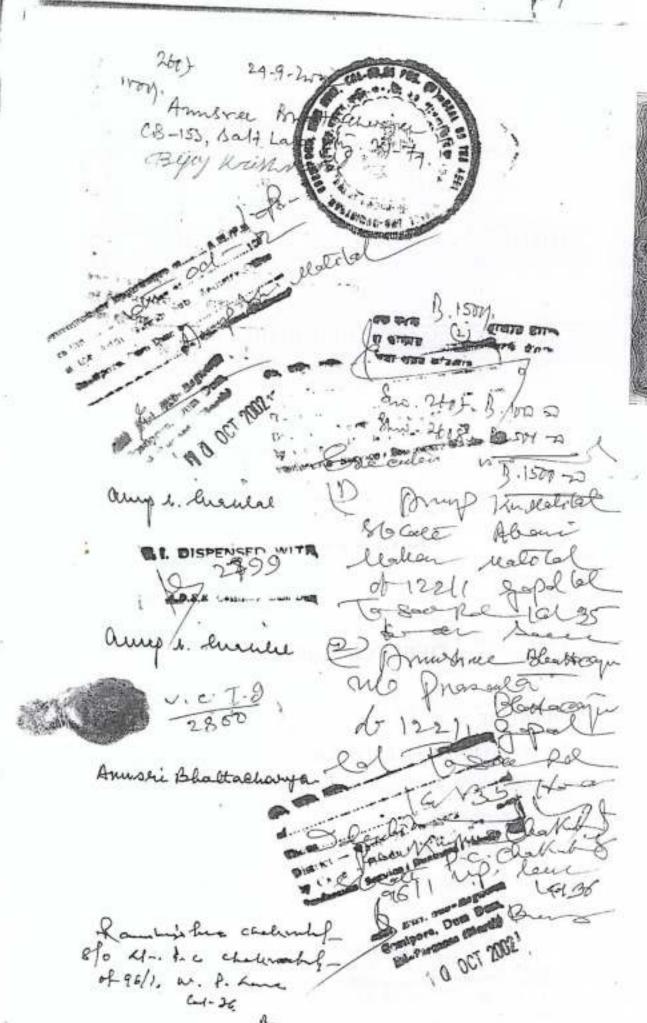
B.D= 64931 e.p= 14267 product under Basine Strong Ass 4. 每 版在 日 元 开始 2840 MAYER. 15,96,5001-A+ in 32501-+121- = 32601. 0109-280904 26-20-03-03 0104-085884 de 01.02-00. Com Bari Sheares Web DEED OF GIFT A.D . . . THIS INDENTURE made on this the day of

> Two Thousand Two BETWEEN (1) SMT ANUSHREE

BHATTACHARYA, wife of Sri Prasanta Bhattacharya, daughter of Late Abani Mohan Motilal by faith - Hindu, by Occupation - House-wife, residing at CB-153, Salt Lake City, Kolkata - 700 064 formerly 122/1, Gopal Lal Tagore Road, P.S. Baranagar, Kolkata - 700 035, hereinafter called the DONOR (which expression shall unless excluded by or repugnant to the administrators, representatives are designs) of the ONE PART.

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SRI ANUP KUMAR MOTILAL, son of Late Abani Mohan Motilal, by faith - Hindu, by Occupation - Service, residing at 122/1, Gopal Lal Tagore Road, P.S. Baranagar, Kolkata - 700 035, hereinafter called the DONEE (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

WHEREAS by a Deed of Settlement dated the 12th day of 1. December, 1923 made between Sri Kshitish Chandra Motilal of the One Part and 1) Sri Jyotish Chandra Motilal and 2) Sri Harish Chandra Motilal of the Other Part and registered at the Calcutta Registration Office in Book No. I, Volume No. 147, Pages 91 to 100 Being No. 5124 for year 1923, the said Kshitish Chandra Motilal transferred and conveyed unto the said Jyotish Chandra Motilal and Harish Chandra Motilal as Trustees ALL THOSE the immovable properties being the Premises Nos. 5 & 6, Wellington Street and the divided half part of the Premises No. 1, Banerjee Lane morefully described in Part - I of the Schedule thereunder written and the Insurance Policies and all sums of money and securities for money as set out in Part - II of the said schedule TO HOLD the same on trust for the purpose therein mentioned and it was therein provided that at the attainment of the age of majority by the youngest son of the said Kshitish Chandra Motilal, the Trustees would make over and convey and assign the Trust Properties which will then be in the hands of the sons of the said Kshitish Chandra Motilal, the Trustees would make over and convey and assign the Trust Properties which will then be in the hands of the sons of the said Kshitish Chandra Motilal absolutely in equal shares, subject to the maintenance of the Trust out of the income of the Trust Properties and his right of residence.

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- 2. AND WHEREAS by a Deed of Appointment dated the 18th day of February,1937 made between Jyotish Chandra Motilal and Harish Chandra Motilal of the First Part and Kshitish Chandra Motilal of the Second part and Smt. Tulshi Debi of the Third Part, the said Jyotish Chandra Motilal and Harish Chandra Motilal retired from the aforesaid Trust and the said Smt. Tulshi Debi was appointed as a sole Trustee of the said Deed of Settlement dated 12.12.1923 instead of said Jyotish Chandra Motilal.
- 3. AND WHEREAS by another Deed of Appointment dated the 8th day of February, 1945 and made between Smt. Tulshi Debi of the One part and the Trustee namely, Smt. Lila Bati Debi of the other part in the said Deed, the said Smt. Tulshi Debi retired from the said Trust and the Trustee namely Smt. Lila Bati Debi was appointed as sole Trustee of the said Deed of Settlement dated the 12th day of December, 1923.
- 4. AND WHEREAS during enjoyment, said Kshitish Chandra Motilal died on the 23rd day of March, 1944 leaving behind his widow namely, Smt. Lila Bati Debi, the Trustee and two sons namely Falguni Mohan Motilal and Abani Mohan Motilal, the Beneficiary who entitled to the ultimate benefit of the Trust properties in terms of the

provisions contained in the said Deed of Settlement, the unmarried daughters of the said Kshitish Chandra Motilal having been given in marriage.

- 5. AND WHEREAS by a Conveyance dated the 28th day of June, 1946 the Trustee namely, Smt. Lila Bati Debi sold the said premises No.1, Banerjee Lane, Calcutta and out of Sale proceeds thereof and also out of the moneys borrowed by the Trustee in course of administration of the trust property purchased the Premises No.122/1, Gopal Lal Tagore Road, Baranagar in the District of 24 Parganas which now forms the part of the Trust properties.
- 6. AND WHEREAS after purchase, said Lila Bati Debi duly recorded her name in the Records of Revisional Settlement Record and the property measuring an area .0856 decimal comprised in Dag No.2169 under modified R.S.Khatian No.246 was recorded in her name.
- AND WHEREAS the Beneficiary of the said Deed of Trust namely, Abani Mohan Motilal attained majority on the 1st day of April, 1939 and Falguni Mohan Motilal on the 14th day of September, 1958.

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- 8. AND WHEREAS under the terms of the said Deed of Settlement, the Trustee namely, Smt. Lila Bati Debi as the widow of the said Kshitish Chandra Motilal was entitled to the right of residence in the Trsut properties and it has been agreed between the parties that the Trustee namely, Smt. Lila Bati Debi will have the right of residence in the premises No. 122/1, Gopal Lal Tagore Road, Baranagar, 24 Parganas till alive.
- 9. AND WHEREAS said Abani Mohan Motifal, the beneficiary therein and said Falguni Mohan Motifal, the Confirming Party therein requested Smt. Lifa Bati Debi, the Trustee to transfer to the beneficiary, Sri Abani Mohan Motifal, the said premises being No. 122/1, Gopal Lal Tagore Road, P.S. Baranagar, District 24 Parganas fully described in the Schedule hereunder written subject to the right of residence of said Smt. Lifa Bati Debi till alive.
- 10. AND WHEREAS by a Deed of Transfer dated 05-10-1959 registered on 21-10-1959 registered at the Office of the Sub-Registrar at Cossipore Dum Dum and copied in Book No. I, Vol. No..!♀Я... Pages 60 to ........ Being No. 7421 for the year 1959, the said Smt. Lila Bati Debi, described therein as the trustee and Falguni Mohan Motilal, described therein as the Confirming party and Abani Mohan

Motilal described therein as the beneficiary, the said Smt. Lila Bati Debi and Falguni Mohan Motilal jointly transferred unto and in favour of Sri Abani Mohan Motilal **ALL THAT** premises No. 122/1, Gopal Lal Tagore Road, Baranagar, Kolkata - 700 035 within the Limit of Baranagar Municipality in the District of 24 Parganas subject to the right of residence of Smt. Lila Bati Debi during her life time In the said Premises.

- AND WHEREAS afterwards said Smt. Lifa Bati Debi died in December, 1989 and the said property devolved upon said Abani Mohan Motilal according to the context of aforesaid Deed of Trust dated 05-10-1959.
- AND WHEREAS during enjoyment, said Abani Mohan Motilal duly recorded his name in the records of Baranagar Municipality in respect of his obtained land.
- 13. AND WHEREAS said Abani Mohan Motilal died intested on 27th day of December, 1998 leaving behind his One Son namely, Sri Anup Kumar Motilal and One Daughter namely, Smt. Anushree Bhattacharya as his legal heirs and heiresses.

- 14. AND WHEREAS after the demise of said Abani Mohan Motilal, his son and daughter namely Anup Kumar Motilal and Smt. Anushree Bhattacharya respectively became the absolute owners of the property, left by the deceased.
- 15. AND WHEREAS during enjoyment of the aforesaid Sri Anup Kumar Motilal and Smt. Anushree Bhattacharya duly recorded their names in the Records of Baranagar Municipality in respect of the property obtained by inheritance.
- AND WHEREAS the said Sri Anup Kumar Motilal and Smt. Anushree Bhattacharya jointly sold transferred and conveyed to Sri Swapan Kumar Dey& Smt. Sukla Dey ALL THAT Ground Floor having a covered area of 742 sq.ft. more or less on the back side of the premises No. 122/1, G. L. T. Road, P. S. - Baranagar, Kolkata - 700 035 by a Registered Deed of Sale dated 19:19:22. vide Deed No. ....... registered at Cossipore Dum Dum Addl. Dist. Sub-Registrarion Office.
- AND WHEREAS after that sale, said Anup Kumar Motilal and Smt. Anushree Bhattacharya are jointly well seized and possessed of and/or sufficiently entitled to <u>ALL THAT</u> rest portion of the two

storied building having a covered area of 2540 sq.ft. constructed on or part of total land having an area 5 Cottahs, approx. being Premises No. 122/1, Gopal Lal Tagore Road, Kolkata - 700 035 morefully and particularly described in the First Schedule hereunder written and each of them is the beneficial owner of undivided half share of the aforesaid property and has every right to grant transfer and convey her portion to anybody in anyway.

18. AND WHEREAS Smt. Anushree Bhattacharya, the Donor herein in consideration of natural love and affection had and still has for the Donee, the latter being her brother intends to bestow her interest in the property i.e. the undivided half share of the total property morefully and particularly described in the Second Schedule hereunder written upon the Donee.

NOW THIS INDENTURE WITNESSETH THAT the Donor does hereby and hereunder renounce all her obtained share and right 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 undivided half share of the total property mentioned and described in the Second Schedule hereunder written and hereinafter referred to as the said property AND THAT the Donor ceases to have any interest of the

aforesaid property from this day and delivers 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 without any interruption claim and demand whatsoever by the Donor or any person claiming in through her and that the Donor doth hereby made this gift to the Donee out of her free volitions and without being influenced by any one and that the Donee hereby accepts the gift of the said property hereunder made AND by virtue of this gift, the Donor will be the absolute owner of the total property and the Donor as testified by her being a partly hereto and executing these presents. The estimated value of the property hereby donated is Rs.3,00,000/- (Rupees three lakh) only.

## THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of total Property)

ALL THAT two storied building having an covered area of 2540 sq.ft. be the same, a little more or less out of total area 3282 sq.ft. (742 sq.ft. covered area on ground floor has previously been sold) constructed on or part whereof the land measuring 5 (Five) Cottahs approx. comprised in C.S. Dag No. 2169 (Part) under C.S. Khatian No. 310 R.S. Dag No. 2169 under modified R.S. Khatian No. 246 and according to the Settlement Record of Rights finally published the plot is comprised at Mouza -

Bonhooghly, J.L. No. 6, R.S. No. 5, Pargana-Kalikata, Addl. District Sub-Registration Office Cossipore Dum Dum, P.S. Baranagar being premises No. 122/1, Gopal Lal Tagore Road, being Holding No. 396 under Ward No. 20 within the Limit of Baranagar Municipality in the District of North 24-Parganas (North).

The said premises is butted and bounded in the following manner i.e. to

say:

ON THE NORTH BY : Premises No. 122, G. L. T. Road

ON THE SOUTH BY : Behala Para Lane

ON THE EAST BY : Land and Building of Prosad Mondal

ON THE WEST BY : Gopal Lal Tagore Road

## THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of property hereby gift)

ALL THAT undivided half share of two storied building having a covered area of 2540 sq.ft., be the same, a little more or less constructed on the part on whereof the land containing an area 5 (Five) Cottahs approx. being Premises No. 122/1, Gopal Lal Tagore Road, Kolkata - 700 035 morefully and particularly described in the First Schedule hereinabove written consisting of 2 Bed Rooms, 1 Room, 1 Thakur Ghar, Covered

Verandah, 2 Sanitary Latrine and Bath on First Floor and corridor and 4 Nos. Rented Shop Rooms on Ground Floor and facilities and amenities connected therewith.

IN WITNESS WHEREOF the Donor has subscribed her hand and signature on the day, month and year first above written.

Signed, sealed and delivered at Kolkata, in the presence of

WITNESSES:

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2. Franki Blattadorgia . CB=153 Salt-Lakecili SIGNATURE OF THE DONOR

I heartily accep the Gift of the Donor.

SIGNATURE OF THE DONEE

PREPARED & DRAFTED BY

I. C. Guha 220 1985

NARESH CH.GUHA (ADVOCATE)
HIGH COURT, CALCUTTA

TYPED BY

D.542.

Mr. Debjit Shaw ABHIDEB,

9 Maharaja Nanda Kumar Road(South) Kolkata - 36



B.D = 64934

R.F = 14267

R.F =

Two Thousand Two BETWEEN (1) SMT ANUSHREE

BHATTACHARYA wife of Sri Prasanta Bhattacharya, daughter of Late Abani Mohan Motilal by faith - Hindu, by Occupation - House-wife, residing at CB-153, Salt Lake City, Kolkata - 700 064 formerly 122/1, Gopal Lal Tagore Road, P.S. Baranagar, Kolkata - 700 035, hereinafter called the DONOR (which expression shall unless excluded by or repugnant to the context be deemed to mean appear include her heirs, executors, administrators, representatives and testigns) of the ONE PART.

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