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Stamp Act 1892  
and also under section 3  
of the C.B.L.R. Stamp Act  
which exempted under the Indian  
Stamp Act 1892 & 1902  
amended by W. & A. Stamp Act  
1902 & 1903  
the said stamp is valid.

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Registrar of Assurances  
Calcutta 5/5/90

Calcutta  
2000/-  
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872

THIS DEED OF SETTLEMENT made this 5<sup>th</sup> day of May 1990 BETWEEN SANTOSH KUMAR CHAKRABARTTI son of Tara Prosanna Chakraborty deceased residing at No.1, 365A, Gariahat Road, P.S. Lake, Calcutta-700 068 aged about 83 years, Hindu Retired Government Servant (hereinafter called "the SETTLOR") which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives and/or assign of the ONE PART A N D the said SANTOSH KUMAR CHAKRABARTTI son

5/5/80

Calcutta

Registrar of Assurances

Hindu Swam

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of 600 post office. Cal. 1.

Baker Kumar Nandi 880

Baker Kumar Nandi

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Seller + Broker

Sankar Kumar Chakrabarti

2068

Santhak Kumar Chakrabarti  
4/3/80  
of 1/365 A. Garikat Road.  
P. S. Dokh Colaba - 68.

Sankar Kumar Chakrabarti

1st part

Calcutta

Registrar of Assurances

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5th May 1980

Office of the Registrar of Assurances

Calcutta

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7587

2nd part



10-4-80

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750Rs.



- 2 -

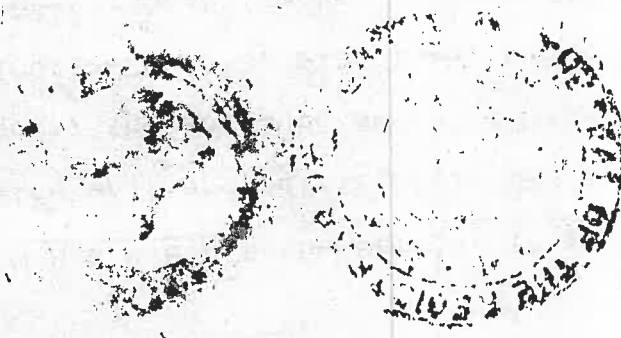
of Tara Prosanna Chakraborty deceased residing at No.1/365A, Gariahat Road, P.S. Lake, Calcutta-700 068 aged about 83 years (hereinafter called "the TRUSTEE") which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives and/or assigns of the OTHER PART :

W H E R E A S the Settlor is seized and possessed of or otherwise well and sufficiently and free from all encumbrances, the absolute owner of premises No.1/365A, Gariahat Road, Calcutta-700 068, P.S. Lake, Sub-Registry Office Alipore, District 24-Parganas (South) (hereinafter called 'the said premises') and plot of land with structure at Ward No.5, Holding No.43, Madhyapara, Mouza Rahara P.S. Khardah, Sub-Registry Office-Barrackpore in the District of 24-Parganas (North) containing an area of 8 (four) Kottahs 7 (seven) Chattack

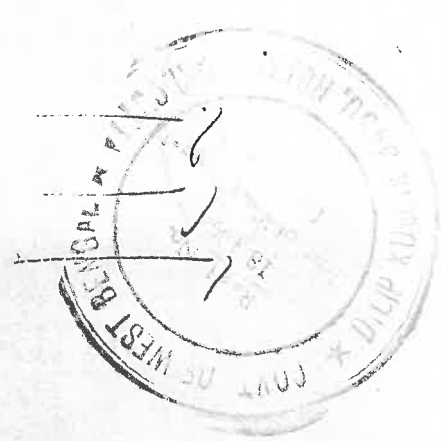
ATTENDED AS CUSTOMER  
COMPARED BY ADVOCATE

REGISTER OF ASSURANCES  
Calcutta

*[Handwritten signature]*



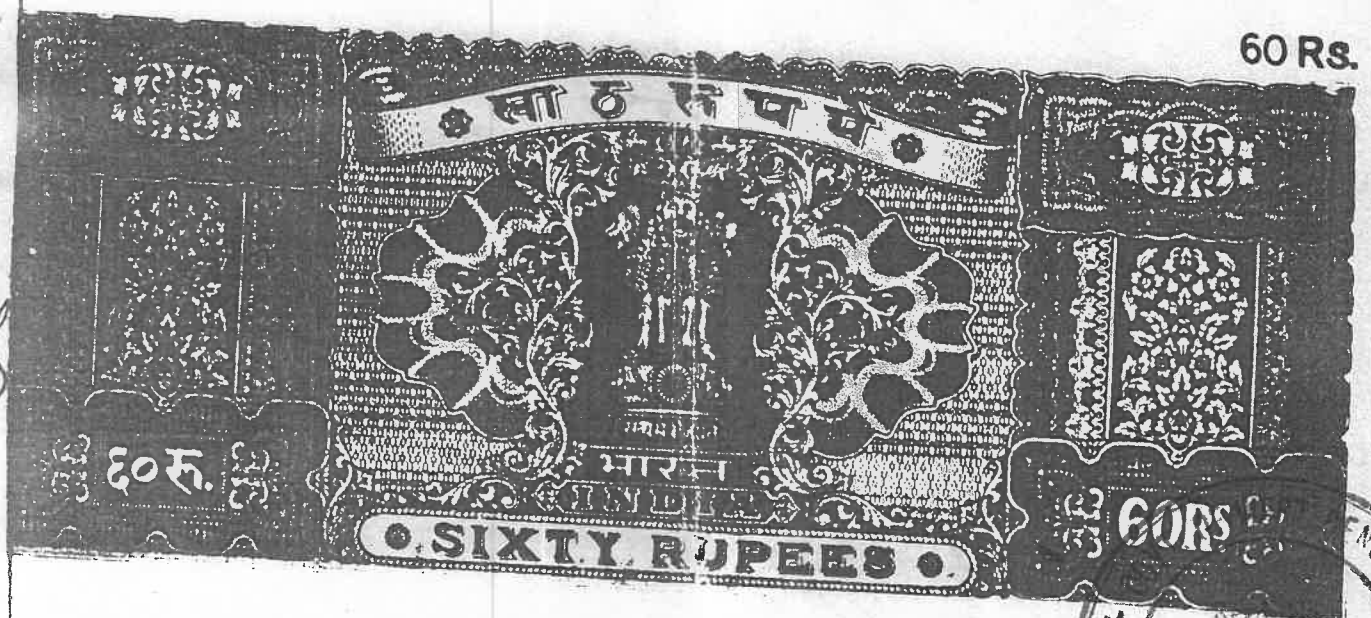
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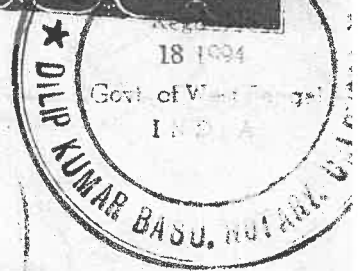
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- 3 -

(hereinafter called 'the Trust Estate') more fully and particularly mentioned and described in the Schedule "A" and "B" hereunder written :

AND WHEREAS the Settlor is widower and lost his wife Binapani Chakraborty on 10th November, 1970 and the family of the Settlor now consists of two sons Mihir Kumar Chakrabarti, B.Sc (Hons), LL.B. and Samir Kumar Chakraborty, M.Sc., both of them are well placed in services and eight daughters Sm. Monika Thakurta, Sm. Kanika Chakraborty, Sm. Juthika Bhattacharjee (widow), Sm. Sukla Goswami, Sm. Kumkum Bhattacharjee, Sm. Swapna Banerjee, Sm. Chandra Mukherjee and Sm. Chandni Chowdhury who are all married and affluent and living with their families in their respective houses and as such the Settlor has no intention of making any provision for said eight daughters in these presents :

AND WHEREAS at present the Settlor's eldest son Mihir Kumar Chakrabarti is living with his family in a flat at

Register of Assurance  
Calcutta

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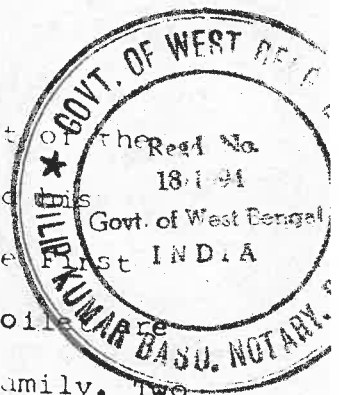
A circular postmark from West Bengal &amp; Bihar, India, dated 16/10/1948. The text "WEST BENGAL &amp; BIHAR" is curved along the top, "INDIA" is at the bottom, and "16/10/1948" is in the center. A handwritten mark is visible above the stamp.

~~SECRET~~ ~~CONFIDENTIAL~~

358  
 Mr. Clapp  
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25, Meleod Street, Calcutta-700 017 which is temporarily leased to him by his employer (office) and the Settlor's other son Samir Kumar Chakraborty and his family are living and occupying with the Settlor the entire second floor flat of the said premises.

AND WHEREAS the entire ground floor flat of the said premises is rented to one Sri K.C. Singh and his family while three rooms out of five rooms of the first floor flat of said premises with a kitchen and toilet are being occupied by one Sri Samar Halder and his family. Two other South facing adjacent front rooms (from the west) of said first floor flat are now being held, occupied or possessed by the Settlor's youngest/other son Samir Kumar Chakraborty for his own benefit or use.

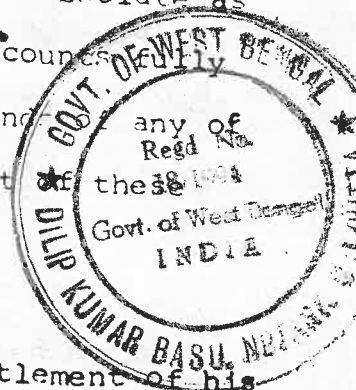


AND WHEREAS out of natural love and affection for the said two sons namely - Mihir Kumar Chakrabarti and Samir Kumar Chakraborty and for the preservation of family peace, honour and harmony and to avoid future family litigation and for further provisions of his said two sons and/or other weighty causes and considerations thereunto moving the Settlor is desirous of settling and distributing his properties fully and particularly mentioned in the Schedule "A" and "B" hereunder written upon trust, uses, intents and in the manner as hereinafter expressed and declared.

AND WHEREAS the Settlor has more than one Bank



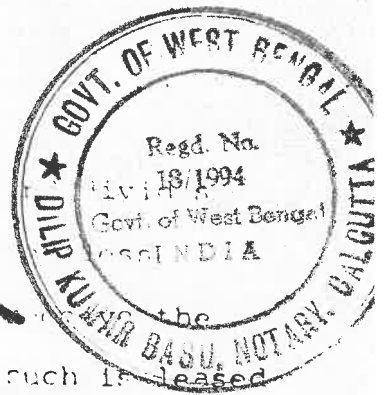
Account in his name and also has joint accounts with his son Samir Kumar Chakraborty and the Settlor's interests in the said joint accounts with his said son are absolute as the money, profits or funds of said joint accounts belong to the Settlor. Money, profits or funds of said Bank Accounts do not however form a part of these presents.



AND WHEREAS the Settlor for the settlement of his said properties divides the said premises No.1/365A, Gariahat Road, Calcutta-700 068 for better enjoyment of his said two sons namely Mihir Kumar Chakraborti and Samir Kumar Chakraborty by demarcating the said premises into three lots namely Lot "A" as mentioned in Schedule "C" hereunder written to Mihir Kumar Chakraborti, Lot "B" of said Schedule "C" to Samir Kumar Chakraborty and Lot "C" as stated in said Schedule "C" jointly to said two sons which sons wherever referred to in these presents mean and include their heirs, representatives, executors, administrators or assigns.

AND WHEREAS neither of said two sons shall have the absolute right, title or interest in any of the properties mentioned in Lot "C" of said Schedule "C". But both of said sons will jointly enjoy the properties mentioned in said Lot "C" and will maintain such from time to time as and when necessary and will bear the cost of maintenance jointly and equally.





AND WHEREAS since the Settlor desires the Ground floor flat of the said premises may be divided equally between his two sons, they will evenly share the rents, issues or profits of the said flat when such is leased or rented as one flat.

AND WHEREAS the Settlor divides equally said trust estate mentioned in Schedule "B" hereunder written between his said two sons. Such equal share/division of the trust estate may be done in any manner convenient to said two sons and as may be mutually agreed upon between them.

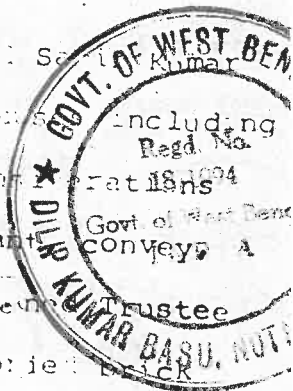
AND WHEREAS for the purpose of the stamp duty to be paid on these presents both the properties, namely the said premises and the trust estate, mentioned in the Schedule "A" and "B" being the subject matter of a trust as hereinafter declared and expressed is valued at Rs.70,000/- (Rupees seventy thousand only).

AND WHEREAS the above mentioned Trustee hereby consents to act as the sole Trustee according to the meanings and intents of these presents.

NOW THIS DEED OF SETTLEMENT WITNESSETH that in pursuance of the Settlor's said desire and for the purpose of conveying the same into effect and in consideration of and for future management of the said two properties mentioned

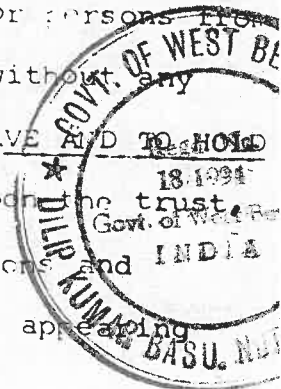


said two sons namely Mihir Kumar Chakrabarti and Sankar Kumar Chakraborty and for diverse, weighty and good reasons including prevention of ruinous family litigations and contentions and for him thereunto moving the Settlor doth hereby grant, transfer, assure and assign with the above mentioned conveyance, ALL THAT the said premises, namely (a) three storied built dwelling house being premises No.1/365A, Gariahat Road, P.S. Lake, Calcutta-700 068 comprising an area of approx. 2(two) kottahs 11(eleven) Chattacks and fully mentioned in Schedule "A" and approx. 4(four) Kottahs 7(seven) Chattacks of land and structure at Ward 5, Holding No.43 Madhyapara Mouza Rahara, P.S. Khardah, 24-Parganas (North) fully mentioned in Schedule "B" hereunder written OR HOWSOEVER OTHERWISE the same was or is, were or are situated, tenanted, butted, bounded, called, known, numbered, described and/or distinguished TOGETHER WITH all buildings structures, other outhouses, yards, courts, areas, ways, passages, sewers, drains, water, water courses, fixtures, furniture, lights, rights, liberties, privileges, easements and appurtenances whatsoever thereunto belonging or in anywise appertaining thereto or usually held, enjoyed or occupied therewith or reputed to belong or to be appurtenant thereto AND all the estate, right, title, interest, claim and demand whatsoever of the Settlor in, to, upon, under or in respect of the said messuage, land, hereditaments and premises and every part thereof AND the reversion or reversions, remainder and remainders, yearly, monthly and/or otherwise rents, issues and profits thereof AND all deeds, pattahs, writings





thereof which now are or may hereafter be in the possession, custody or power of the Settlor or any person or persons from whom the Settlor may procure the same with or without any action or suit either at law or in equity TO HAVE AND TO HOLD the same unto and to the use of the Trustee, upon the trust, uses and intents subject to the powers, provisions and limitations and for the purposes as hereinafter appearing that is to say :



1. UPON TRUST for the Settlor during his life time without impeachment of waste and with full power and absolute authority to the Settlor to hold, enjoy, use and occupy the said premises and/or the trust estate described in the Schedule "A" and "B" hereunder written and to collect the rents, issues, profits and income thereof and to appropriate the same for his own use, benefit and purpose without being on any way accountable therefor.

2. SUBJECT to what has been stated in paragraph 3 hereinbelow it is expressed and declared that during the life time the Settlor shall act as the Sole Trustee and on the Settlor's demise the Trust hereby created shall cease, extinguish or revoke and shall come to an end and both the said premises and/or trust estate described in the Schedule "A" and "B" hereunder written and as divided in Lot "A", Lot "B" and Lot "C" of Schedule "C" shall immediately vest upon and belong to the Settlor's two sons, namely Lot A to Mihir Kumar Chakrabarti and Lot B to Samir Kumar Chakraborty and Lot C jointly to said two sons.

Trust shall come to an end.



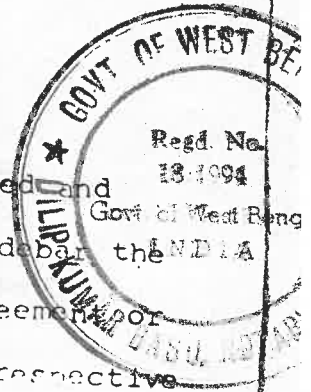
own use and benefit absolutely free from the trust or interests or these presents/Settlement. If, however, the Settlor survives either or both his said sons the respective shares of the deceased son/s in the said premises in the trust estate immediately after the demise of the Settlor shall devolve or vest upon the surviving heir or heirs of said son or sons.

3. It is further decided expressed and declared that if even after the demise of the Settlor his youngest son namely Samir Kumar Chakraborty, his agent, servant, representative, tenant and/or any other person through him continues to occupy the second floor flat of the said premises and thereby prevents or precludes the Settlor's eldest son namely Mihir Kumar Chakraborti from occupying and enjoying his allotted portions of the said premises as mentioned in Lot A of Schedule "C" hereunder written, the trust hereby created shall continue and in such event said eldest son namely Mihir Kumar Chakraborti or his legal representative or heir shall be the sole trustee in place of the Settlor and shall have the like rights, powers, authorities and duties of the trustee as mentioned in these presents and the trust so continued shall be ceased, extinguished or revoked and shall come to an end only when the Settlor's said two sons can freely and absolutely occupy and/or enjoy their respective allotments of the said premises namely the second floor flat by the Settlor's eldest son namely Mihir Kumar



How  
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the object and the purpose of the trust as expressed and declared in these presents. This however will not debar the Settlor's said two sons from making any mutual agreement or arrangement for exchanging or re-allocating their respective allotments of the said premises for their convenience and/or any other reason.

4. WITHOUT PREJUDICE to the generality of his powers, rights and duties the Trustee shall have rights, powers and authorities to do and exercise the following acts, deeds and things with respect to the trust properties namely, said premises and the trust estate ;

(a) To demand and collect moneys, rents, issues and profits from the tenants/occupiers/trespassers of the said premises and/or the trust estate.

(b) To demand, sue for and recover all moneys, rents issues and profits payable to him and receivable by him under and by virtue of these presents and to give effectual receipts and discharges for the same.

(c) To proceed, prosecute, defend and compromise all acts and proceedings in accordance with law and/or equity touching and/or concerning affairs of the said trust, uses and intents and to do and perform all acts, deeds



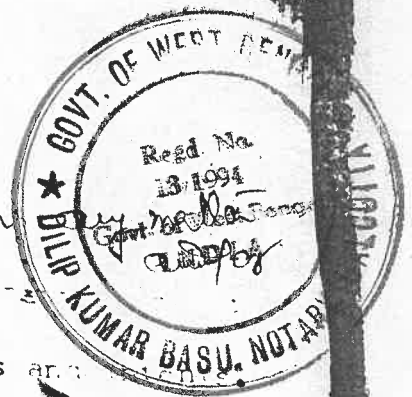


- (d) To sign, execute and register all deeds, documents, instructions and writings as shall be deemed necessary and expedient in the execution and discharge of the said trust, uses and intents and to pay all costs charges and expenses to be incurred in connection therewith and/or under these presents.
- (e) To look after, administer and/or manage the said premises and the trust estate and in course of such administration and/or management to do such acts, deeds, matters and things as the trustee may think fit and proper.
- (f) To appoint an agent or agents, to perform any or all acts under these presents on behalf of the trustee.
- (g) To pay and/or meet out of the trust properties :-
  - i) all rates, taxes, impositions and outgoings, payable in respect of the said premises and/or said trust estate;
  - ii) all costs, charges and expenses which are necessary in connection with and preservation of the said premises and/or said trust estate;



And Generally to act Prudently in

for the benefit of the said trust, uses and



5. It is expressly agreed and declared that the Settlor who is also the Sole Trustee under these present reserves unto himself the right, power and authority to dispose of said premises and/or said trust estate for the benefit of the trust, uses and intents.

6. In case the said premises and/or trust estate or any part thereof be sold by the Trustee or acquired or requisitioned by the Government or any Public Body or Bodies, the sale proceeds or the compensation money that may be received or paid therefor to the Trustee for the time being of these presents at his sole discretion as far as possible shall be invested forthwith in other suitable landed property and/or dwelling house and/or in Fixed Deposit/s with Nationalised Bank/s or Scheduled Bank/s and the trust hereby created shall attach to the said property and/or the Fixed Deposit/s under these presents.

7. AND the abovementioned Trustee hereby consents to act as the Trustee according to the true meanings and intents of these presents as is testified by him being a party to and executing these presents.

8. The settlement made in these presents is



SCHEDULE "A" ABOVE REFERRED TO :

ALL THAT three storied brick built premises  
Gariahat Road, Calcutta-700 068, P.S. Lake Thana.

Sole Owner/Settlor :

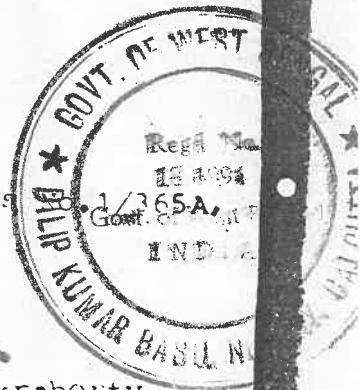
Santosh Kumar Chakraborty, son of Tara Prosanna Chakraborty  
(deceased), residing at said 1/365A, Gariahat Road, Calcutta-  
700 068, P.S. Lake Thana, Sub-Registry OFFICE Alipore in the  
District of 24 Parganas (South).

Approx. Area : 2 (two) Kottahs and 11 (eleven) Chattacks.

Assessment No. of Calcutta Municipal Corporation for payment  
of Tax : 21-093-04-0480-9.

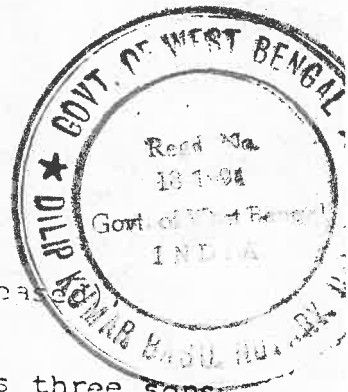
SCHEDULE "B" ABOVE REFERRED TO :

ALL THAT 14 (fourteen) Kottahs of land with single  
storied dwelling house at Madhyapara, Mouza Rahara, P.S.  
Khardah, District 24-Parganas (North) originally and jointly  
belonging to three brothers, namely Prafulla Kumar Chakraborty  
(deceased), Suprakash Chakraborty and Santosh Kumar Chakraborty  
(the Settlor) and subsequently mutually agreed upon and divided  
into 3 Lots or shares, each brother owning approximately one  
third of the said 14 (fourteen) Kottahs of land with structure.  
One-third of said 14 (fourteen) KOTTAHS of land i.e. ap rox.  
4 (four) Kottahs and 7 (seven) Chattaks of land and structure  
at Madhyapara, Mouza Rahara, P.S. Khardah, Sub-Registry Office  
Barrackpore, District 24 Parganas (North), Ward No.5, Holding  
No.43 and surrounded by brick-built houses/premises or land  
belonging or vested to :-





- ON THE EAST : Smt. Sur;
- ON THE WEST : Municipal Road;
- ON THE SOUTH : Girindra Chandra Chakladar (Deceased)
- ON THE NORTH : a) Suprakash Chakraborty and his three sons  
b) Deb Kumar Chakraborty and  
c) Ajit Kumar Chakraborty  
... Both sons of Prafulla Kumar Chakraborty -  
deceased).



SCHEDULE "C" REFERRED TO ABOVE :

ALL THAT the said premises No.1/365A, Gariahat Road, Calcutta-700 068, P.S. Lake Thana, Sub-Registry Office Alipore, District 24-Parganas (South). The directions and floors ment oned hereunder are with reference to the South facing three storied brick-built dwelling house of the Settlor.

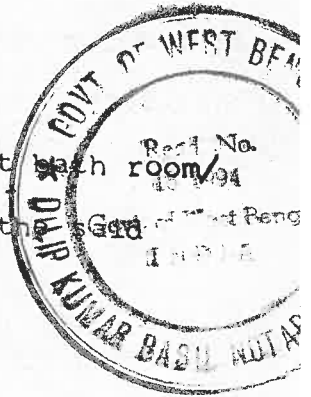
LOT - "A"

(Allotted to Mihir Kumar Chakrabarti)

- i) Second Floor - Entire/Complete.
- ii) Ground floor - Two adjacent rooms in the East, part of verandah in the South adjacent to one of the said two rooms in the South-east, the stern half of the inner-middle room located between the main staircase (starting from the ground floor upto the terrace in the third



room of Lot "A", its adjacent bath room/  
toilet in the north-east of the said  
premises.



LOT - "B"

*W* (Allotted to Samir Kumar Chakraborty)

- due*
- i) First Floor - Entire/Complete.
  - ii) Ground Floor - Two adjacent rooms from west facing the Municipal Corporation Road, part of Verandah of Lot "A" adjacent to one of said two rooms of Lot "B" namely the middle room out of three (on the Municipal Corporation Road) south facing rooms, Western half of said inner-middle room of Lot "A", its adjacent kitchen, bath room/toilet in the north-west and the outside latrine located in the north-west corner of the said premises.

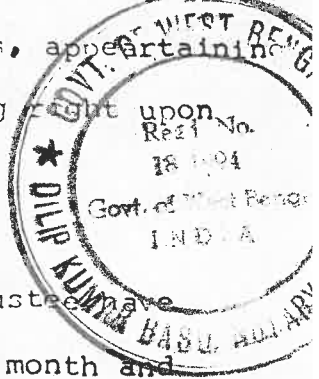
LOT - "C"

(Common Allotment)

*due*  
Entire main staircase starting from the ground floor to the terrace in the third floor, said open terrace, its adjacent small room next to the staircase, two water reservoirs one in the north-western corner of the said premises, (ground floor) and the other in the terrace (third floor), water pump



fixtures, areas, passages, sewers, drains, water, water courses, lights, rights, liberties, privileges, easements, appurtenances and all other easement of light and air including right upon the common areas and common facilities.



IN WITNESS WHEREOF the Settlor and the Trustee have set and subscribed their hands and seals the day month and year first above written.

SIGNED AND DELIVERED at Calcutta

in the presence of :

1. Kanika Chakrabarty  
Kusthia Sansing Estate  
Block 4/B - 7 Cal-39.

Santosh Kumar Chakrabarti  
SETTLOR

2. Monica Thakurta  
B/A 145, Salt Lake City  
Calcutta 700064

Santosh Kumar Chakrabarti  
TRUSTEE

3. Himi Kumar Chakrabarti  
25 Macleod Street  
Calcutta - 700017

4. Balraj Kumar Auddy  
125B, Macleod Street  
Cal-6

Compare with the original  
and found to be Correct

Balraj  
Brojeswar Dhar, Advocate  
C. M. M' S Court Calcutta





DATED THIS 5<sup>th</sup> DAY OF May 1950

BETWEEN  
SANTOSH KUMAR CHAKRABARTTI ... SETTLOR.  
AND  
SANTOSH KUMAR CHAKRABARTTI ... TRUSTEE.

DEED OF SETTLEMENT

18/11/50

SANL. Dist. Sub. Reg.

Balat Kumar Nandi  
125B, Manicktola Street,  
Calcutta-6

Register of Assurances



Register of Assurances

18/11/50

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