12284. I-6085. I 500Rs.

INDIA NON JUDICIAL

५००रु. Rs500

सत्यमेव जयते

पाँच सौ रुपये FIVE HUNDRED RUPEES

Admissible under Sch. I, Duly stamped under the Indian Stamp Act 1899, & also as Amended by W. Bengal Stamp Amendment Act. 1968. Sch. 52 Schedule IA No. 584

WEST BENGAL

Fee paid as under. A 301-50
30-
20
2
1-50
355-00

Registrar of Assurances
Calcutta.
10.10.73

DEED OF SETTLEMENT.

Bijoy Chand Sircar

THIS INDENTURE made on this 10th day of October, 1973 BETWEEN SRI BIJOY CHAND SIRCAR alias Manik Chand Kar Sircar, son of Late Balai Chand Sircar, by religion Hindu, by occupation business, residing at No. 41, Raja Basanta Roy Road, P.S. Tollygung, Calcutta-29, hereinafter known/referred to as SETTLOR (which expression if not otherwise repugnant to the context shall include his heirs, legal representatives, transferees, assignees, successors-in-interests, executors and administrators) AND (1) SM. KAMALA SIRCAR, wife of Sri Bijoy Chand Sircar, (2) SRI KALYAN KUMAR SIRCAR, son of Sri Bijoy Chand Sircar, all by religion Hindu, by occupation No.1 household duties, No.2 service, all of No.41, Raja Basanta Roy Road, P.S. Tolly gung, Calcutta-29, hereinafter referred as SETTLEES -

A 301-50
30
20
2
1
355/-

Settle
499911

Calcutta, the

Presented for registration at 1-30 pm
at the Calcutta Registration Office
on the 10th day of Oct 1973
By Bijay Chand Sircar
Clerk to Contract

Bijay Chand Sircar

Registrar of Assurances,
Calcutta.
10/10/73

Executing administrator
Bijay Chand Sircar S/o
Late Balai Chand
Sircar by 41. Raja
Basanta Roy Road
Col 29 Hindi
Businessman.

Bijay Chand Sircar

Arun Kumar Mitra
S/o Late Bindabandhu
Mitra by 38 Palm Avenue
Col 19 Hindu Businessman

Arun Kumar Mitra

Thumb impression of the
executant is dispensed with.

Registrar of Assurances,
Calcutta.
10/10/73

200 Rs.

INDIA NON JUDICIAL

२०० रु. Rs 200

भारत

दो सौ रुपये TWO HUNDRED RUPEES

(which expression if not otherwise repugnant to the context shall include their successors-in-interest, transferees, assignees, heirs and legal representatives);

WHEREAS all that undivided half share of piece and parcel of the properties consisting of 4 Cottas 9 Chittaks 32 Sq.ft. be the same little more or less situate and being Municipal Premises No.41, Raja Basanta Roy Road, formerly being Plot No.112 of the surplus land in Improvement Scheme No.XXXIII from out of portion of old Municipal No.107, Lake Road and an old drain being part of Holding No.77 and 59 respectively in Sub-divisionR, Division VI Dihi Panchanna Gram, District 24-Parganas within Tollygunj Sub-Registry Office, Alipore, together with three-storied brick built structures thereupon along with all rights of easement, hereditaments, messuages, drainage and all privileges attached thereto as fully described in the Schedule hereunder are the subject-matter of this present Deed of Settlement and the SETTLOR is the absolute owner thereof and he is seised and possessed of the entire properties within the Premises No. 41,

8961

Calcutta Collectorate,
Treasury,
14.4.1973

Registrar of Assurances
Calcutta.

150

200 Rs.

INDIA NON JUDICIAL

२००रु. Rs 200

भारत

दो सौ रुपये TWO HUNDRED RUPEES

Premises No.41, Raja Basanta Roy Road, Calcutta-29, as of right, peacefully, uninterruptedly and adversely to the knowledge of all concerned by exercising all overt-acts of ownership and possession; And

WHEREAS the said Plot of land within the above-referred Improvement Scheme of the Calcutta Improvement Trust was acquired by Balai Chand Sircar, since deceased, on or about 1935 and he got his name mutated in Calcutta Corporation and after performing all the formalities he possessed the said land and erected structures thereupon; And

WHEREAS said Balai Chand Sircar, since deceased, left behind a will disposing of his estate in favour of the Legatees; And

WHEREAS said Balai Chand Sircar died on or about 1959 December, leaving behind his wife Sm. Hiranmoyee Sircar, his only son Bijoy Chand Sircar and one daughter Sm. Protima Rani Basu; And

Calcutta Collectorate,

Registrar of Assurances
Calcutta.

WHEREAS the said Will left by Balai Chand Sircar was probated in accordance with law and in terms of the Will the SETTLOR Sri Bijoy Chand Sircar became the sole legatee in respect of the properties mentioned in the Schedule hereunder; And

WHEREAS since the demise of Balai Chand Sircar and after the Probate of the Will was obtained, Sri Bijoy Chand Sircar, SETTLOR, is in lawful possession of the properties mentioned in the Schedule below having absolute and perfect right, title and interest therein; And

WHEREAS the SETTLOR is in exclusive possession of the said properties as a full owner thereof and he is residing there as dwelling house; And

WHEREAS the SETTLOR has his wife Sm. Kamala Sircar and two sons namely the SETTLEE No.2, Sri KALYAN KUMAR SIRCAR besides another son Sri Bhaskar Sircar and his married daughter Sm. Snigdha alias Nandini Mitra; And

Registrar of Assurances
Calcutta.

WHEREAS the SETTLOR has got his daughter marriage after giving valuable presentations and after incurring huge expenditure; And

WHEREAS said Snigdha alias Sm. Nandini Mitra is happily living with her husband and she has no need whatsoever nor the SETTLOR desires to provide any share and-or interest in respect of the properties described in the Schedule hereunder; And

WHEREAS the SETTLOR is aged about 58 years; And

WHEREAS in these days of speed and uncertainty the SETTLOR is worried about his future particularly in view of the fact that he is a patient of High Blood-pressure and Diabetes; And

WHEREAS after his demise, lest there be no unhappy complications with regard to the dwelling house as described in the Schedule hereunder amongst his heirs and legal representatives; And

WHEREAS the SETTLEE No.1 is the wife and the SETTLEE No.2 is the son and they are the dependants of the SETTLOR; And

WHEREAS considering the future of the SETTLEES vis-a-vis their relation, the SETTLOR has decided to settle all his properties mentioned in the Schedule below in favour of the SETTLEES under the following terms and conditions; And

WHEREAS the SETTLOR has executed another Deed of Settlement in favour of his son Sri Bhaskar Sircar;

Registrar of Assurances
Calcutta.

NOW THIS DEED WITNESSETH as follows :-

1) In consideration of mutual love and affection of the SETTLOR towards SETTLEES and in consideration of the fact that the SETTLEES are the dependants upon the SETTLOR properties mentioned in the Schedule hereunder are settled by the SETTLOR in favour of the SETTLEES;

2) The SETTLEE No.2 becomes the owner of the properties mentioned in the Schedule below subject to the following conditions;

3) The SETTLOR hereby transfers conveys and grants all that his right, title and interest in favour of the SETTLEES TO HOLD the same to the SETTLEES in the manner as follows;

4) That the SETTLEE No.1 shall have life-interest to possess the properties as her residential house in the manner as possessed now but she will have no interest whatsoever to transfer, gift and-or dispose of her interest in the properties in any way whatsoever;

5) That the SETTLEE No.2 becomes the full owner of the properties and the transfer is made in his favour on condition and with such reservation that without the consent of the SETTLOR so long he will be alive will not be entitled to sell, gift and/or transfer the properties;

6) That subject to the provisions and/or reservations made above the SETTLEE No.2 becomes absolute owner of the properties mentioned in the Schedule below;

Registrar of Assurances
Calcutta.

7) That the SETTLEE No.2 will be rightly entitled to mutate his name in the Calcutta Corporation and can exercise all rights of ownership and possession in the manner as provided in the Deed of Settlement and the SETTLOR shall have no objection whatsoever and all his rights are transferred to the SETTLEES;

8) The SETTLOR hereby covenants with the SETTLEES as follows :-

(a) The said premises shall be quietly entered into and upon and hold and enjoy and the profits received therefrom by the SETTLEES without any interruption or disturbance by the SETTLOR or any person claiming through or under him and without any lawful disturbance or interruption by any other person whomsoever;

(b) The SETTLORwill at the cost of the person requiring the same execute and do every such assurance or thing necessary for further more perfectly assuring the said premises to the SETTLEES his heirs or assigns as may reasonably be required;

(c) The interest hereby transferred subsists and the SETTLOR has power to settle the properties;

(d) The SETTLOR and/or any person claiming through him and/or Sm. Snigdha alias Nandini Mitra or her heirs whomsoever shall not deny and/or disturb and/or claim of the SETTLEES of the properties hereby settled at any point of time;

Registrar of Assurances
Calcutta

(e) That the SETTLEE No.2 is entitled to enjoy the properties and can exercise his rights of ownership and possession in the manner as fully provided in this Deed in a way as he would think fit and proper and he is entitled to get all usufructs and profits;

(f) The properties hereby settled is valued at Rs.49,990/- (Rupees forty-nine thousand nine hundred and ninety).

SCHEDULE

ALL THAT undivided half share of piece and parcel of Bastu land consisting of Four Cottas Nine Chittaks and Thirty-two Square Feet be the same little more or less situate within and being Municipal Premises No. 41, Raja Basanta Roy Road, Calcutta-29 formerly being Plot No.112 known with the abbreviation P-112 of the surplus land in Improvement Scheme No.XXXIII formerly of old Municipal Holding No.107, Lake Road and old drain being part of Holding No.59 and 77 respectively in Sub-division R, Division VI, Dihi Panchannagram, District 24-Parganas within Tollygunj, Sub-Registry Office Alipore, together with pucca three-storied building thereupon and all structures together with all rights of easement, messuages, drainages, privileges and hereditaments appurtained thereto being butted and bounded as follows :-

Registrar of Assurances
Calcutta.

On the South :- Raja Basanta Roy Road;

On the West :- 39, Raja Basanta Roy Road;

On the East :- 43, Raja Basanta Roy Road;

On the North :- 34, Lake Place.

IN WITNESS WHEREOF the SETTLOR hereby hereto put his hands and seals on this Deed on the date, month and year first above-written.

Signed, sealed & delivered at Calcutta in presence of

witnesses:-

Bejoy Chand Sircar

Signature of Settlor.

1. Sibnath Chakraborty
19/3, Anthony Chakraborty Lane
Shibpur. Dist- Howrah

2. Arun Kumar Mitra
36, Purna Arena,
Calcutta - 19.

Typed by :-

Gokinda Chandra Pramanik
Nazirganj Howrah-3.

Prepared in my office.
Ananta Pathak
Advocate
10. 10. 1973

Registrar of Assurances
Calcutta.

Registered
Book No. I
Volume No. 229
Pages 21 to 27
Being No. 6085
For the year 1973

Registrar of Assurances
Calcutta.
31.10.73.

Deed verified
30.1.79
Dy. Assessor.
30.1.79.

I
6085

DEED

of

SETTLEMENT

Between

BIJOY CHAND SIRCAR

AND

SM. KAMALA SIRCAR
SRI KALYAN KUMAR SIRCAR.

Prepared by :-

Susanta Chatterji,
Advocate,
2, Prankrishna Tarkalankar Lane,
Shibpur, Howrah-2.

Registrar of Assurances
Calcutta.