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 26/12

THIS INDENTURE made this the 26th day of December, One thousand Nine hundred Ninety Two BETWEEN AMAR NATH NEYOGI son of Late Kiron Chandra Neogi, by faith Hindu, by Occupation - Retired Service Holder, residing at 1/1A, Prannath Pamit Street, Police Station - Bhowanipore, District - South-24 Parganas, Calcutta - 700 025, of the FIRST PART

AND

SOMNATH ...

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623 Settlement

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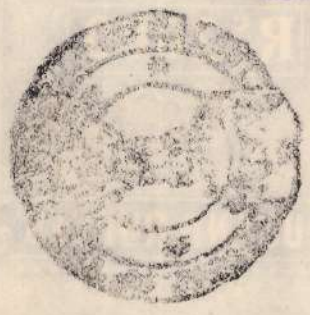
~~22468~~

Dated 22/12/92

Sold to Sukumar Paul Abu

Address 13, P. O. 4th Cal

Rs 200/-



L. S. V. High Court, Calcutta

~~11-10-1992~~
~~26th Dec 92~~

Amar Nath Neogi
Jh Enet

REGISTER OF ASSURANCES
CALCUTTA

Amar Nath Neogi

Honar Nath Neogi slo dai
K.C. Neogi of No 1/A Pannat
Pondit street Cal-25 Somerath
Neogi slo dai K.C. Neogi
in same place



6467

Amar Nath Neogi

Kano: Lal Chakravarty
slo dai K.P. Chakravarty
42 Gokul Bagandoo
Cal-25. Biruli Ate.



6468

Somerath Neogi

Kailas Lal Chakravarty

REGISTER OF ASSURANCES
CALCUTTA

SOMNATH NEOGI son of Late Kiron Chandra Neogi, by faith Hindu, by Occupation Service, residing at 1/1A, Prannath Pandit Street, Police Station - Bhowanipore, District- South-24-Parganas, Calcutta - 700 025 of the SECOND PART parties of the First and Second Part, hereinafter jointly called the "SETTLORS" (which term or expression shall unless otherwise excluded by or repugnant to the context be deemed to include each of their respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART

A N D

AMAR NATH NEYOGI son of Late Kiron Chandra Neogi, by faith Hindu, by Occupation Retired Service Holder, residing at 1/1A, Prannath Pandit Street, Police Station- Bhowanipore, District- South-24-Parganas, Calcutta - 700 025 of the THIRD PART

A N D

DIBHENDU DUTTA son of Late Protap Chandra Dutta, by faith Hindu, by Occupation Service, residing at 1/2, Prannath Pandit Street, Police Station - Bhowanipore, District - South-24-Parganas, Calcutta - 700 025 of the FOURTH PART Parties of the Third and Fourth Parts hereinafter jointly called the "TRUSTEES" (which term or expression shall unless otherwise excluded by or repugnant to the context be deemed to include each of their respective successor-in-office).

WHEREAS ...



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REGISTRAR OF ASSURANCES
CALCUTTA

WHEREAS by a Registered Deed of Conveyance dated 29th day of December, 1964, Amar Nath Niyogi and Sati ~~Nath~~ Neogi, since deceased, then a Bachelor at the material point of time with their own money for their own benefit, in the Benami of their uncle Krishna Chandra Neogi, a bachelor since deceased, therein referred to as Purchaser, Predecessor-in-interest of the Settlers herein named had jointly purchased all that piece or parcel of plot of revenue redeemed land containing an area of Four Cottahs, Thirteen Chittacks, Thirty Square Feet, be the same a little more or less, being demarcated Northern and Western portion of ^{the} then Premises No. 1/1, Prannath Pandit Street, now renumbered as 1/1A, Prannath Pandit Street, within the Municipal Limits of the Town of Calcutta together with partly one storied and partly two storied and partly three storied Pucca building and structure on part thereof in Dihi 55 Gram, Division VI, Sub-Division "M", Police Station Bhowanipore, Sub-Registration Office-Alipore, District-24-Parganas, Calcutta - 700 025, hereinafter referred to as the said land and premises, for valuable consideration therein mentioned, free from all encumbrances whatsoever, since Registered in Book 1, Volume 10, Pages 171 to 178, Being No. 15 for the year 1965 of the Office of Sub-Registrar at Alipore.

AND WHEREAS the said Krishna Chandra Neogi since deceased to avoid all future controversies and

complications, ...



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~~SECRETARY OF ASSURANCE
CALCUTTA~~

compliance, on the basis of a Registered Deed of Release dated August 18, 1965 therein named as Releasor had disclaimed all his right title interest if any, in respect of the said land and premises in favour of the said Amar Nath Niyogi and Sati Nath Neogi, since deceased, therein jointly described as the Releasees, since Registered in Book I, Volume 135, Pages 185 to 189, Being No. 7071 in the year 1965 of the Sub-Registrar's Office at Alipore.

AND WHEREAS said Amar Nath Niyogi and said Sati Nath Neogi, since deceased, then a bachelor at the material point of time while in peaceful possession of the said premises each having undivided eight annas shares, had jointly executed a Deed of Trust, in respect of the said premises, dated 23rd day of August, 1965, for limited and/or certain purpose or purposes, on terms and conditions detailed therein since Registered in Book I, Volume No. 135, Pages 190 to 199, Being No. 7073 for the year 1965 of the Office of Alipore Sub-Registry Office, therein appointing themselves as Joint Trustees and divesting all their right title interest etc. etc. in the said premises in the Trustee.

AND WHEREAS after the creation of the Trust while the said Trustees had been in possession of the

said ...



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DIRECTOR OF ASSURANCE
CALCUTTA

said premises as Trustees and administering the same in terms of the Deed of Trust the said Sati Nath Neogi, since deceased, had married Sm. Anjali Neogi, but they had no issue.

AND WHEREAS it subsequently transpired that pursuant to an Order of Attachment in Money Execution Case No. 22 of 1957 of the 4th Court of the Learned Sub-ordinate Judge at Alipore arising out of a decree passed on 2.12.1955, in Suit No. 1621 of 1955 of the Original Jurisdiction of the Honourable High Court, Calcutta, the undivided one fourth share of the land and Premises No. 1/1, Prannath Pandit Street, was put to auction sale and in the said Auction Sale on Narasingha Kumar Basu and Others had purchased the said undivided one fourth share of the said land and premises on 10th July, 1968, since confirmed on 15th January, 1970 and in pursuance thereof Sale Certificate having been duly issued and the delivery of possession was taken on 1st May, 1970.

AND WHEREAS subsequently said Amar Nath Niyogi to avoid all further complications controversees litigations etc. etc. and also to purchase peace had purchased the said undivided one fourth share from the said Auction purchasers, said Nrisingha Kumar Basu and Others, on the basis of a Deed of Conveyance dated 26th day of March,



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~~REGISTRAR OF ASSURANCES~~
CALCUTTA

1971 for valuable consideration therein mentioned since Registered in Book I, Volume 44, Pages 9 to 15, Being No. 1293 for the year 1971 of the office of the Sub-Registration Office at Alipore.

AND WHEREAS by the aforesaid purchase and/or for the reasons aforesaid the said Amar Nath Niyogi became the owner for the undivided 5/8th (five/eighth) share, in respect of the said land and premises and said Sati Nath Neogi since deceased, had undivided 3/8th share of the said land and premises No. 1/1A, Pran Nath Pandit Street.

AND WHEREAS the said Amar Nath Niyogi and Sati Nath Neogi since deceased, while had been administering the said Trust Estate in terms and provisions as embodied in the said Deed of Trust the said Sati Nath Neogi having died on 27th January, 1970 the said Amar Nath Neogi alone, while had been administering the said Trust Estate, had taken Some Nath Neogi as a Co-Trustee in exercise of power, conferred upon said Amar Nath Niyogi, the surviving Trustee, under the provisions as contained in Clause 'L' paragraph 3 of the said Deed of Trust.

AND WHEREAS while the said Amar Nath Niyogi and Some Nath Neogi had been administering the said

Trust Estate ...



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~~CENTRAL OF ASSURANCE~~
CALCUTTA

Trust Estate as joint trustees in due compliance with the provisions of the said Deed of Trust, the beneficiaries named therein namely Smt. Jawhar Bala Neogi, since deceased, the mother of said Sati Nath Neogi since deceased or otherwise, the aunt of said Amar Nath Niyogi and Some Nath Neogi died on or about 1967 and in course of time Smt. Uma Rani Neogi, the mother of said Amar Nath Niyogi and Some Nath Neogi or otherwise the aunt of said Sati Nath Neogi since deceased died on 25th June, 1991.

AND WHEREAS accordingly the said Trust created in respect of the said premises having been completed the Trust created as aforesaid in respect of the said premises on the basis of the said Deed of Trust automatically came to an end and was to vest on said ~~Amar~~ Nath Neogi and Sm. Anjali Neogi wife of said Sati Nath Neogi since deceased as hereunder stated as absolute property.

AND WHEREAS the said Sati Nath Neogi since deceased having married Smt. Anjali Neogi, subsequent to the creation of the said Deed of Trust dated 23rd August, 1965, the said Sm. Anjali Neogi on the death of said Sati Nath Neogi had claimed right, title and interest in respect of the said property and accordingly the said Some Nath Neogi, had purchased her undivided right title interest and possession etc. in respect of the said

premises to ...

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REGISTRAR OF ASSURANCES
CALCUTTA

premises to purchase peace and avoid litigation for all times to come, on the basis of a Deed of Conveyance dated 14th December, 1977, for valuable consideration therein mentioned, free from all encumbrances whatsoever since Registered in Book I, Volume 204, Pages 287 to 294, Being No. 7907 for the year 1977.

AND WHEREAS thus said Somenath Neogi also became the joint owners of the said premises to the extent of undivided three eighth share with said Amar Nath ~~was~~ Niyogi.

AND WHEREAS the Settlers at present have been peaceful possession of the said premises as Joint Owners, free from all encumbrances whatsoever.

AND WHEREAS the Settlers have three married sisters amongst whom the youngest sister Smt. Minati Roy Chowdhury with her only malechild Joy Roy Chowdhury, by name, has been residing with the Settlers, since 1972 as they were driven out ~~from~~ their Matrimonial home. A matrimonial proceeding is still pending in Court.

AND WHEREAS the other two sisters have been living in their respective matrimonial houses ~~happily~~ happily.

AND WHEREAS ...



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REGISTRAR OF ASSURANCES
CALCUTTA

AND WHEREAS the Settlers are in all seven brothers and except the youngest one namely Rathindra Nath Neogi, all the brothers are bachelor.

AND WHEREAS three brothers of the Settlers namely Sankar Nath Neogi, Shib Nath Neogi and Rathindra Nath Neogi with his wife Sm. Lila Neogi and their only daughter Smt. Jumila Neogi, have been permitted to occupy/ stay reside in respective portion in the ground floor and the other two brothers namely Rabindra Nath Neogi and Bhaskar Nath Neogi with said sister Sm. Minati Roy Chowdhury with her son Sri Joy Roy Chowdhury have also been allowed/ permitted/occupy/stay/reside in the respective portion in the 1st floor and chile kotta room on the 2nd floor with the Settlers.

AND WHEREAS for and in consideration of love and affection the Settlers have and/or bear towards the youngest sister Smt. Minati Roy Chowdhury, their nephew said Joy Roy Chowdhury and their youngest brother's only daughter Miss Jumila Neogi and also to their other brothers and also for other various diverse causes and consideration, the Settlers are desirous of settling the said message, building, land hereditaments and premises no. 1/1A, Prannath Pandit Street, Police Station-

Bhowanipore, ...



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MINISTER OF ASSURANCE
CALCUTTA

Ehowanipore, District-South-24-Parganas, Calcutta - 700 025, more fully and particularly described in the Schedule hereunder written and hereinafter called the Trust Property OR HOWSOEVER OTHERWISE all the said premises and butted, bounded called known, numbered described or distinguished for the benefit of their said youngest sister Smt. Minati Roy Chowdhury, her son said Joy Roy Chowdhury, and Miss Jumila Neogi the only daughter of their youngest brother Rathindra Nath Neogi and for other brothers and also for making further provisions for them and also to the uses and trust in the manner and for the purposes hereinafter appearing.

NOW THIS INDENTURE WITNESSETH as follows :-

1. That to effectuate the said desire and in consideration of natural love and affection which the Settlers have bear towards their said Sister Smt. Minati Roy Chowdhury, her said son Joy Roy Chowdhury, youngest brother's daughter Miss Jumila Neogi, and for other brothers and for diverse other good causes and considerations the Settlers do hereby and by these presents grant, transfer, convey, assure, assign unto the Trustees the said Trust property being Premises No. 1/1A, Prannath Pandit Street, Calcutta - 700 025, morefully and particularly described in the Schedule hereunder

written unto ...



He

~~CENTRAL OF ASSURANCE~~
~~CALCUTTA~~

written unto the trustees upon trust to the uses and subject to the power provisions and conditions hereinafter declared.

2. The Trustees shall possess the Trust Property upon the trust to collect and realise the rents issues, profits and other income of the trust property with all arrears thereof (all such rents, issues and profits and income being collectively referred to as income of the Trust Property) with power to let or demise the Trust Property or part or portion thereof for (any period) and on such terms and conditions as the Trustees may in their discretions consider reasonable, issue notice or notices of ejection, eject or induct tenant or tenants, shall manage the trust property, prosecute or defend suit or suits that may be instituted by or against them and for management appoint agent or agents by power of attorney and after payment out of the income of the trust property all rates taxes impositions and expenses for repairs and all other outgoings reasonably and properly payable for or in or about the executions of the provisions of the trust hereby created or any of the powers of these presents and shall stand possess of the rest and residue of such income of the Trust Property upon the following trust :-

For the benefit of the said Joy Roy Chowdhury and any amount of such income that shall remain

in the ...



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~~REGISTRAR OF ASSURANCES~~
CALCUTTA

in the hands of the Trustees after making such expenses as aforesaid shall be reserved.

3. The Trustees shall not have the power to sell mortgage transfer (except transfer by lease for any period or terms as herein provided) or otherwise encumber the Trust Estate.

4. If one of the Trustees hereby resigns, retires, became incapacitated or dies the remaining Trustee shall be at liberty to carry out the direction of this Trust according to the conditions powers and provisions of this Trust. If the remaining Trustee feels it necessary, he can appoint anybody as the Trustees of his own choice and will then act jointly.

5. The Trustees shall not be held liable for loss of the Trust Property or any part thereof or loss of income thereof for any reason whatsoever.

6. If at any time, the Trust Property or any portion thereof is acquired in any compulsory acquisition or in acquisition by any Government or by and on behalf of any public body or by any Act of legislature, the Trustees shall without prejudice to generality any of the foregoing powers and authority shall have the

power to ...



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~~REGISTRAR OF ASSURANCES
CALCUTTA~~

power to enter into any negotiation for exemption, betterment, sale purchase, lease apportionment and distribution or otherwise any land or interest in the land to receive and collect compensation that may be awarded and by such acquiring authority and to acquire other immovable property or properties and such property or properties so acquired shall be and become trust property and the provisions powers conditions directions and arrangements herein provided shall be applicable thereto.

7. The Settlers and all other 5 (five) brothers shall be at liberty to stay in the premises in the same place where they are now residing as stated hereinbefore till their respective natural lives. They will have no claim in respect of any other place or places in the same premises except the portion under their occupation or they shall have no right title interest in respect of their existing accommodation or in any portion of the Trust Property after their respective natural lives. In the event any portion of the premises falls vacant due to death of the aforesaid five brothers or for any other persons the Trustee/Trustees shall take possession of the same.

8. The youngest brother's only daughter Miss. Jumila Neogi shall be allowed to stay in the said

premises ...



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REGISTRAR OF ASSURANCES
CALCUTTA

premises in the portion wherein her mother has at present been in occupation, so long she remains unmarried. God forbid, on the event of her marriage, being dissolve or she is not in a position to stay at her matrimonial home she will be allowed to stay in the said premises till her death.

9. Be it specifically mentioned that said Sm. Minati Roy Chowdhury, the sister of the Settlers and the youngest brother's wife Sm. Lila Neogi shall have only the right of residence in the respective portions till their respective natural lives. It may also be further specifically mentioned that they, namely said Smt. Minati Roy Chowdhury and Smt. Lila Neogy shall have no right whatsoever to let out or allow any other person to stay in their respective portions in any way whatsoever.

10. That all the brothers who have been allowed to stay in the respective portions of the Trust Property as Licensee, shall bear jointly and severally the costs of maintenance of the premises including payment of the Municipal Taxes and electric charges in proportionate shares. The Trustees shall be at liberty to initiate all legal proceedings, against the brothers occupants for committing breaches of the provisions of this Deed of Trust or default.

11. ...



Al
REGISTRAR OF ASSURANCES
CALCUTTA

11. It is made clear that the premises in question shall be used by the brothers occupants exclusively for their own residential purposes and not for any other purposes and in any event any of the brothers occupants violate the same or commit any nuisance or annoyance etc. the Trustees shall be at liberty to take steps to evict them in any manner they like.

12. It is also specifically mentioned that if any of the brothers who are being given the right of occupation under this Trust Deed ever or any manner disputes the right, title or interest of the Settlers or the Trust Deed or act in any manner inconsistent with the trust, the Trustees will be at liberty to terminate the license in their or his favour and eject them or heirs from the property and taken immediate possession thereof.

13. All other movable properties which the Settlers do possess shall vest absolutely upon Sri Joy Roy Chowdhury.

14. Upon death of all the brothers of the Settlers, the Trust hereby created shall come to an end in that event the entire Trust Property shall vest upon the sister's only son Joy Roy Chowdhury absolutely and for ever subject to the provisions of clauses 8 and 9 as stated hereinbefore.



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REGISTRAR OF ASSURANCE
CALCUTTA

15. That the Settlers hereby reserve their rights to revoke modify or amend this Deed or any of the provisions at any time during their life time.

16. After the death of the brothers of the Settlers the Trustees shall hand over the Trust Property to the said ultimate beneficiary Sri Joy Roy Chowdhury.

AND WHEREAS the Trust Property has been valued at Rs. 50,000/- (Rupees Fifty thousand) only as calculated more than forty times of the annual valuation of the Calcutta Municipal Corporation.

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

ALL THAT piece or parcel of revenue redeemed land containing Four Cottahs Thirteen Chittacks Thirty Square Feet be the same a little more or less together with partly one storied and partly two stories building and structure with other appurtenances, fixtures, fittings in Dihi 55 Gram, Division VI, Sub-Division 'M', Police Station Bhowanipur, Sub-Registration Office Alipur, District- South-24-Parganas, Calcutta - 700 025, being present Premises No. 1/1A, Prannath Pandit Street, within the Calcutta Municipal Corporation, Calcutta, butted and bounded :-

ON ...



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DIRECTOR OF ASSURANCE
CALCUTTA

ON THE NORTH : Partly by Premises No. 1,
Prannath Pandit Street and
Partly by 51, Puddapukur Road.

ON THE SOUTH : Partly by Premises No. 1/1B,
Prannath Pandit Street, partly
by 1/2, Prannath Pandit Street.

ON THE EAST : Prannath Pandit Street.

ON THE WEST : Premises No. 53, Puddapukur
Road.

IN ...



bb
~~REGISTRAR OF ASSURANCES
CALCUTTA~~

IN WITNESS WHEREOF the Settlers have set and subscribed their respective hands and seals the day, the month and the year first above written.

SIGNED, SEALED & DELIVERED

at Calcutta in the presence of :

1. Sukumar Paul
Advocate High court
Calcutta.

2. Kausi Lal Chakravarti
no. 42, Bakul Bagau Road,
Bhowanipore, Calcutta-25.

Amar Nath Nigge.
Somnath Nigge.



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SECRETARY OF ASSURANCE
CALCUTTA

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22803
1992

DATED THIS 26th DAY OF DECEMBER, 1992.



BETWEEN

AMAR NATH NIYOGI

A N D

SOMENATH NEOGI

REGISTRAR OF ASSURANCES
CALCUTTA

24-1-94

DEED OF SETTLEMENT

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So :
Ac :
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REGISTRAR OF ASSURANCES
CALCUTTA

Mr. Sukumar Paul,
Solicitor & Advocate,
1B, Old Post Office Street,
Calcutta - 700 001.

[Handwritten initials]