

01524

02527



Trust Settlement

M. Vaidya
= 2,12,55,000/-
28/2/04



75812

03DD 068924



Jathika Mukherjee
SETTLOR/ TRUSTEE

(29-3-04)

750000

A 11 7
A 8233

A-1) - 7
A - 8239
E - 7
g - 5
MVA - 2
MVA - 8537

29.5.4
Muzumdar, Estate

S.B.I. North Horn Av. Br.
Cheque Nos. 604637, 604636
dt 26-3-04
Rs 30000/- 20540/-
Sec. paid as deficit Stamp Duty.

DEED OF SETTLEMENT AND TRUST

THIS DEED OF SETTLEMENT AND TRUST is made on the 28th day of February in the English Calendar Year of the TWO THOUSAND FOUR (2004).

BETWEEN

Stamp 'A' Fees of Rs. 5566/-
... realized by
... vide Receipt No.

75812
75812
8233



03DD 068925

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SMT. JUTHIKA MUKHERJEE, wife of Late Hirendra Nath Mukherjee
by faith – Hindu, by Occupation – Retired from Service, residing at
2/147/A, Sree Colony, Post Office – Regent Estate, Police Station –
Jadavpur, Kolkata – 700 092, hereinafter called and referred to as the
“SETTLOR” (which terms or expressions shall unless excluded by or
repugnant to the context of subject be deemed to mean and include her
heirs, executors, administrators, legal representatives and assigns) of
the FIRST PART.

- AND -

SMT. JUTHIKA MUKHERJEE, wife of Late Hirendra Nath Mukherjee
by faith – Hindu, by Occupation – Retired from service, residing at
2/147/A, Sree Colony, Post Office – Regent Estate, Police Station-



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Jadavpur, Kolkata – 700 092 hereinafter called and referred to as the “TRUSTEE” (which terms or expressions shall unless excluded by or repugnant to the context or subject be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the SECOND PART.

- AND -

SRI BIREN MUKHERJEE, son of Late Hirendra Nath Mukherjee, by faith – Hindu, by Occupation – Service, residing at 2/147/A, Sree Colony, Post Office – Regent Estate, Police Station – Jadavpur, Kolkata – 700 092, hereinafter called and referred to as the BENEFICIARY (which terms or expressions shall unless excluded by or repugnant to



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the context or subject be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the THIRD PART.

W H E R E A S :

A. By a registered deed of Gift made on and bearing date the 13th day of February, 1989 between the Governor of the State of West Bengal, therein described as the Donor of the One Part and the Settlor herein, therein described as the Donee of the Other Part and duly registered in the Office of the Additional District Registrar, Alipore, South 24 Parganas and recorded therein as Deed No. 1083, in Book No. 1, Volume No. 15 at pages 129 to 132 for the year 1989, the concerned authority of Refugee Relief and Rehabilitation Department, Government of West Bengal for and on behalf of the Governor of the State of West Bengal, Conveyed, transferred and assigned ALL THAT piece or parcel of

Homestead land measuring more or less 3 (Three) Cottahs 11(Eleven) Chittaks and 22 (Twenty Two) Square Feet comprised in E/P No. 380 (A), S.P. No. 436/1, in C.S. Plot No. 198 (P) of Mouza – Raipur, J.L. No. 33, under the Police Station of Jadavpur and in the District of 24 Parganas (South) morefully set forth and described in the Schedule there under written (hereinafter referred to as the "Said Land") unto and in favour of the Settlor herein as displaced person from East Pakistan (now Bangladesh) for her rehabilitation.

B. Thus been absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said land the Settlor herein duly mutated her name in the Assessment Record of the Calcutta Municipal Corporation as true and lawful owner thereof and the said land was recorded in her name and favour and numbered as Holding/Premises No. 2/147/A, Sree Colony, (hereinafter referred to as the "Said Premises") and started to pay due taxes from time to time directly in her name to the authority, concerned since then.

C. The Settlor herein constructed Pucca and Tin Shed structure upon her said property / said premises and started to use the same as residential building for herself and other members of her family. The Settlor declares that the said property is free

from all encumbrances and except the Settlor no other person or persons have any right, title, interest or claim to the said property and since ten years have already been elapsed from the date of gift of the said property by the State and the said land is now become free hold land / property as per stipulation in the said deed of gift and now it is free hold property.

D. The Settlor is desirous of creating a settlement or trust by occupying, holding, possessing etc. as Trustee of the Trust property during her lifetime in respect of the properties described in the Schedule hereunder written to the intents and purposes hereinafter appearing.

NOW THIS INDENTURE WITNESSES *that in consideration of natural love and affection which she, the Settlor had and bears for the beneficiary herein and for other good reasons and consideration she, the Settlor, doth hereby and hereunder grant, convey, transfer, assign, assure unto and to the use for herself as Trustee during her life time as Trust Property and settle the property belonging to the Settlor which is fully mentioned and described in the Schedule hereunder written and deliver possession of the same TO HAVE AND TO HOLD the same in trust and for the use and benefit of the said beneficiary as aforesaid subject to the terms and conditions herein contained.*

1. *The Settlor being the Trustee shall hold, possess, enjoy, control, supervision and management of the said property and administer and develop the same without any kind of transfer in any manner whatsoever to the interest of or otherwise most advantageous to the trust and also to the beneficiary.*
2. *The Settlor being the Trustee shall, out of the rents, issues and profits if any therein pay all municipal taxes and other charges and revenue liability of property, all costs, charges and expenses for maintenances of the said property during her life time.*
3. *The Trustee shall have no power to sell, mortgage gift or otherwise deal or transfer in the said property or any part thereof during her lifetime.*
4. *That on and from the date of death of Trustee, the trust executed herein shall come to an end and soon thereafter the beneficiary herein shall be the sole and absolute owner of the said property described and mentioned in the Schedule hereunder written and enjoy and possess the same as free hold property thereof unconditionally and forever and the beneficiary shall enjoy and possess the same without any manner of condition and/or as the beneficiary shall think fit and proper.*

5. *Provided always that the settlor shall have the authority and every right to cancel this trust and/or change the same and/or modified and/or amended any clause herein if thought necessary by her.*

THAT *the estimated Value of the Trust Property is taken at Rs. 7,50,000 /- (Rupees Seven Lacs Fifty Thousand) only and accordingly proper stamp duty is given to these present.*

THE SCHEDULE ABOVE REFERRED TO
(Being the "SAID PROPERTY" / "SAID PREMISES")

ALL THAT *piece or parcel of "Homestead Land" containing by estimation an area of 3(Three) Cottahs 11 (Eleven) Chittaks and 22 (Twenty Two) Square feet be the same a little more or less together with 200 Square Feet Pucca and 200 Square Feet Tin Shed structure standing thereon comprised in E.P. No. 380(A), S/P No. 436/1, in C.S. Plot No. 198 (P) of Mouza – Raipur, J.L. No. 33, under the Police Station of Jadavpur, and in the District of South 24 Parganas and within the local municipal limits of the Calcutta Municipal Corporation in Ward No.99, known, recorded and numbered as Premises No. 2/147/A, Sree Colony, Kolkata – 700 047 now Kolkata – 700 092 and within the Jurisdiction of the Additional District – Sub-Registrar at Alipore, South*

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24 Parganas and the said property is butted and bounded in the manner following, that is to say :-

ON THE NORTH BY : E. P. No. 380, House of Mr. Dwarik.

ON THE SOUTH BY : Colony Road.

ON THE EAST BY : Colony Road.

ON THE WEST BY : E. P. No. 377, House of Ranjit Paul, Premises No. 2/143, Sree Colony.

AND more fully and specifically shown in the annexed site plan or map hereto and demarcated therein, with RED border, forming out of a part of this document.

IN WITNESS WHEREOF the Settlor has signed this Deed of Settlement & Trust on the day month and year first above written.

SIGNED AND DELIVERED

By the Settlor above named

Juthika Mukherjee

At Calcutta in the present of:

1. Dipali Chakraborty .
683. A. N. Tagore Road
Cal - 77 .

2. Rajesh Kanta Chakraborty
683, Rabindranath Tagore Road,
Calcutta - 700077

Drafted by me :

Uttam Kumar Mazumder
(UTTAM KUMAR MAZUMDER)
Advocate.

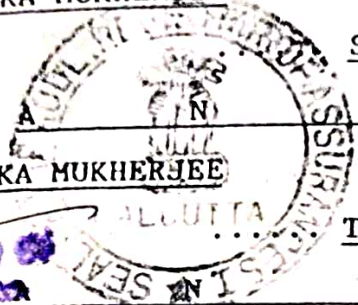
2004
12-17
0207

.....
DATED THIS THE 28th FEBRUARY, 2004
.....

B E T W E E N

SMT. JUTHIKA MUKHERJEE

SETTLOR



SMT. JUTHIKA MUKHERJEE

TRUSTEE

Handwritten signature and stamp

SRI BIREN MUKHERJEE

BENEFICIARY

DEED OF SETTLEMENT AND TRUST



Handwritten signature and stamp
Drafted By :

UTTAM KUMAR MAZUMDER
Advocate
High Court, Calcutta
Bar Association Room No. 2

*scanned
12/5/04*