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Registrar of Assurances
Calcutta

THIS DEED OF SETTLEMENT is made this 31st
day of March one thousand nine hundred and seventy
BETWEEN ASHUTOSH BHATTACHARJEE son of Pratap Chandra
Bhattacharjee deceased Hindu businessman residing at
No. 30, Kavir Road within the Municipal limits of
Calcutta (hereinafter called the Settlor) of the One
Part A N D NIRMAL CHANDRA BHATTACHARJEE son of Ashutosh
Bhattacharjee Hindu and ASHUTOSH BHATTACHARJEE son of
the said Pratap Chandra Bhattacharjee deceased Hindu
both residing at No. 30, Kavir Road within the Municipal
limits of Calcutta (hereinafter called the Trustees) of
the Other Part WHEREAS the Settlor has by his own

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Ashutosh Bhattacharya

30 Xaviere Rd Calcutta

Treasury

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presented for registration at
10 A.M. or P.M. on the 23rd
of March 1970 at the Office of
the Joint Sub-Registrar Alipore at
Alipore by Ashutosh Bhattacharya
Attendant & Claimant or attorney

- Ashutosh Bhattacharya

Content 4
as per

Ashutosh Bhattacharya
30 Xaviere Road Calcutta

(2) Bimal Chandra Bhattacharya
Ashutosh Bhattacharya
30 Xaviere Road

Calcutta - 26
By Ashutosh Bhattacharya by Profession

Ashutosh Bhattacharya
Settlor + Trustee

- Bimal Chandra Bhattacharya
Trustee

[Signature]

Bimal Chandra Bhattacharya
30 Xaviere Road Calcutta
Sri Ashutosh Bhattacharya
17/1/70 Ballygunge

Bimal Chandra Bhattacharya
Ashutosh Bhattacharya
30 Xaviere Road

Calcutta 26
By Bimal Chandra Bhattacharya by Profession

Thumb Impression
dispensed with

Bimal Chandra Bhattacharya

[Signature]



- 2 -

own exertions and out of his own money acquired several properties within the Union of India AND WHEREAS the Settlor has got four sons viz. Bimal Chandra Bhattacharjee, the said Nirmal Chandra Bhattacharjee, Nityanando Bhattacharjee and Gopal Chandra Bhattacharjee and four daughters viz. Ramola, Kamala Gita and Madhu by his predeceased wife Subarnabala Debi AND WHEREAS the Settlor has his second wife Purnima Debi and a son born of her viz. Ashis Kumar Bhattacharjee AND WHEREAS THE Settlor is desirous of making proper and adequate provisions for the preservation protection and disposition of his properties and also for making adequate provision for his son Nirmal Chandra Bhattacharjee described in the Schedule hereunder in the manner hereinafter mentioned AND WHEREAS the Settlor with the consent and concurrence of his said son Nirmal Chandra Bhattacharjee in his personal



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Ashutosh Bhattacharya

Kabir Lal

Collectorate,
Treasury.

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M. Ghosh

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Registry of Alipore at Alipore
Dist. 24 P.W. Sec.



- 3 -

personal capacity as well as Trustee is making a family settlement by way of Trust for dispositions of the said property AND WHEREAS the said Nirmal Chandra Bhattacharjee is still a bachelor AND WHEREAS the settlement and disposition of property intended to be hereby created are free from all encumbrances AND WHEREAS the said Nirmal Chandra Bhattacharjee in his personal capacity as well as Trustee is to join in this Deed of Settlement as evidence of his individual consent concurrence and acceptance of this Trust hereby created AND WHEREAS for the purpose of stamp duty the valuation of the properties as are being disposed of herein amount to Rs. 25,260/- (Rupees Twentyfive thousand two hundred and sixty only) NOW THIS INDENTURE WITNESSETH that in order to give effect to the said desire of the Settlor and in consideration of the premises aforesaid and various other good causes he the Settlor Ashutosh Bhattacharjee doth hereby grant convey transfer assign and assure to the Trustees ALL THAT messuage tenement structures land hereditaments and premises more fully described in the Schedule hereunder OR HOWSOEVER OTHERWISE the same or any part thereof are or is heretofore were or were



(122)

Ashtosh Bhatta

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Calcutta Collectors,
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M. Bhoanni

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Magistrate of Alipur at Alipur
Dist. 24 Parganas

were situated numbered called known described or distinguished or reputed so to be TOGETHER WITH all ways paths passages sewers drains water courses, lights, rights, liberties, privileges, easements, advantages, appendages and appurtenances whatsoever to the said messuage tenement dwelling house land hereditament and premises belonging or in anywise appertaining therewith or now or heretofore held used occupied possessed or enjoyed as part parcel or member thereof AND the reversion and reversions remainder or remainders, rents, issues and profits thereof respectively (including all rents in arrears, if any) AND the Estate right title interest claim and demand both at law and in equity of the Settlor in to or out of or upon the said properties and every part thereof AND all deeds pattahs muniments writings and evidences of title whatsoever in anywise relating to the said property or any part thereof which is in the custody power or possession of the Settlor or any other person or persons from whom he can or may procure the same without any suit at law or in equity TO HAVE AND TO HOLD the same in the manner following that is to say :-

1) the property described in the Schedule hereto to be held unto and to the use of Nirmal Chandra Bhattacharjee upon trust and subject to the powers and limitations as hereinafter specified.

(i) UPON TRUST in respect of the properties described in schedule hereto for use and benefit of Nirmal Chandra Bhattacharjee during the terms of his natural life so that all income or sale proceeds derived from the said properties shall be made over to him by the said Trustees Nirmal Chandra Bhattacharjee and Ashutosh Bhattacharjee as and when

FILE
23 SEP 1972
ALIPUR

COURT OF MUMBAI
18 PM 1972
Alipore 24 Parganas



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Joint Sub-Registrar of Alipur at Alipur
Dist. 24 Parganas



when the same are collected to be enjoyed by the said Nirmal Chandra Bhattacharjee for maintenance education and upbringing of his family and children including himself and his wife if any.

SUBJECT HOWEVER only to the payment thereof of (i) the rates taxes revenues impositions and outgoings (present and future) affecting or concerning the said property described in Schedule hereunder.

(ii) costs charges and expenses for the maintenance preservation improvement additions and alterations to the said property described in Schedule hereunder.

(iii) Costs charges and expenses of and incidental to any suit litigation action or proceedings relating or concerning the property.

(iv) Costs charges and expenses of and incidental to the administration of the trust hereby created.

(v) Payment of Rs.5,000/- (Rupees Five thousand only) to meet the expenses for the marriage of Sri Shela Bhattacharjee the second daughter of his elder brother Bimal Chandra Bhattacharjee on the occasion of her marriage according to Hindu Shashtra.

(vi) Payment of Rs.5,000/- (Rupees Five thousand only) to meet the educational expenses of Ashish Bhattacharjee the minor son of Ashutosh Bhattacharjee.

AND UPON FURTHER TRUST after the demise of the said Trustee Nirmal Chandra Bhattacharjee intestate the heirs in the male line of the said Trustee Nirmal Chandra Bhattacharjee shall be entitled to get into possession of the said property described in schedule hereunder and



and enjoy the same as absolute owners with full right of disposal PROVIDED ALWAYS that in case there being no heir in the male line, heirs in the female line will get the property absolutely failing which the widow of the said Nirmal Chandra Bhattacharjee if any will enjoy the property for life, thereafter the same will devolve on such heirs as are provided in the law of the land SUBJECT NEVERTHELESS to the provisions hereinafter mentioned and the trust created in respect of the properties described in schedule hereto by these presents will come to an end subject to the proviso hereinafter contained PROVIDED HOWEVER that if the properties hereby allotted are sold or acquired the trustee or trustees for the time being in respect of the properties described in schedule hereto shall purchase in the name of the said Shela Bhattacharjee Savings Certificate or Government Securities for Rs. 5,000/- (Rupees Five thousand only) to be spent on the occasion of her marriage and for another Rs. 5,000/- (Rupees five thousand only) in the name of said Ashish Bhattacharjee to meet his educational expenses.

(a) To grant receipts and discharges for all moneys and securities which may come in their hands in course of administration of the Trust hereby declared and receipts whether granted by two trustees or any of them shall be deemed to be sufficient discharge of the person making any payment or handing over any securities.

(b) To collect rents and other forms of income arising out of the said properties for the time being affected by the trust under these presents and to make over the same to the person or persons entitled thereto.



(c) To sell or make a gift of any property or parts thereof or to raise loans on security thereof, in respect of the property in the schedule or to sign seal and execute all deeds and documents which may be necessary in connection with the administration or disposition of the Trust hereby created.

(d) To delegate their authority under these presents to any one.

AND IT IS HEREBY FURTHER AGREED AND DECLARED

(1) that in the event of death, incapacity, unwillingness or resignation of any of the trustees, such vacancy may be filled in by the remaining trustee by appointing one and until such vacancy is filled in the remaining trustee shall act and function.

(2) That the said Ashutosh Bhattacharjee will have no beneficial interest in the Trust properties nor will he participate in the income thereof nor enjoy any benefit thereunder.

(3) The Trustees will be competent to add to alter or verify or create new trust as the occasion may from time to time demand.

(4) The Settlor will at the costs of the party or his heirs or representatives requiring the same execute and do such assurances or things for further or more perfectly assuring the said properties to the other trustee and his heirs executors representatives and assigns as shall be reasonably required.

(5) That this trust is irrevocable so far as Ashutosh Bhattacharjee is concerned.



SCHEDULE OF PROPERTY :

ALL THAT piece and parcel of Rent free land measuring about 3 cottas 3 chittaks known as 2A, Kabir Road together with structures thereon with all passages, tenements and easements formerly a part of 2A and 4A Kabir Road under C.I.T. Scheme No. IVA, / Old P-222A and P-222B consisting of six cottas 5 chittaks 35 sq. feet and well demarcated and separated western half of the above two premises now known as 2A, Kabir Road under P.S. Tollygunge, District 24-Parganas within Calcutta Corporation with partly two storied and partly three storied structures and other structures thereon with drains, privy, passage etc and boundary walls on all sides in Division 6, Sub-Division R Dihi Panchannagram Sub-Registry Alipore, Dist. 24-Parganas butted and bounded as follows:

- North Kabir Road;
- East 4A, Kabir Road;
- South 100, Russa Road and
- West 101, Russa Road.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

at

in the presence of :-

Nityananda Bhattacharya
10/c, Southern Avenue, Cal.

Ashutosh Bhattacharya
Settlor

Ashutosh Bhattacharya
Trustee

Typed by -
N.C. Das -
80, Rash Behari Av.,
Calcutta - 26.

Nimal Chandra Bhattacharya
Trustee

Final

Dated, the 31st day of March 1970



: Between :

Ashutosh Bhattacharjee ...

- And -

Primal Chandra Bhattacharjee.

Third Munsif's Court
Suit No. 361/70
Filed on 11 Feb 70
By 1
Munsif.



Deed of Settlement:

copy verified
Sd/-
By A. K. ...
...

N. = 1.50
1.50



Book No. 1
Volume No. 36
Pages 126 to 132
Being No. 1496
for the year 1970

Third Munsif's Court
Suit No. 212 of 1970
Filed on 23 Feb 70
By ...
Exhibit No. ...

23 Feb 70