

2012 4. Regista SL al 16.5- 6 1e 500 -100 -Som. non mohim Corns. 2.50 607.50 Bogletrar of American 1806 Sm Monnohim Coomer Sm. Monthohim Comel. hife of Benoy Falla Gomen. Hunda Can dolla Ivonthe Juda kurain Indra Kumas Vandi B) o late Delembra nath handi Horse Hinde Survey



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Whereas Sri Pradip Coomar is the youngest son of the SETTLOR who is also the certificated guardian of the said Pradip Coomar who is a minor.

And whereas the SETTLOR is anxious and desirous of making adequate provisions for the maintenance, upbringing and proper education of her said son;

And whereas in pursuance of the said desire and out of natural affection the SETTLOR intends hereby to create a Trust containing a Trust Fund and

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Trust Properties as per Schedule hereto in favour of the said Prodip Coomar, the beneficiary.

And whereas the Settlor's cash monies have been invested in diverse businesses and out of which the SETTLOR intends to create the Trust Fund.

## NOW THIS DEED WITNESSETH :-

1. That out of natural love and affection for her minor son Prodip Coomar who was born on the Third day of Nov. 1946 and for whom she has been acting as the certificated guardian for a long time past the SETTLOR hereby transfers and assigns all

the

the properties mentioned in the Schedule hereunder which belong to the SETTLOR TO Trustee upon trust and subject to the powers and provisions hereinafter expressed and declared.

- 2. That the said Trust will be henceforth known as "PRADIP COOMAR TRUST" and the cash monies amounting to Rs 5,000/- Rupees Five thousand only as 'Pradip Coomar Trust Fund' and the movables and immovable properties described in the schedule as 'Pradip Coomar Trust Properties'.
- That the SETTLOR appoints herself as the Trustee or the First Trustee so long as she is alive but not incapacitated and thereafter her husband Sri Benoy Pada Coomar will be the Trustee by virtue of this Deed. The First trustee reserves the right to nominate any other Trustee in case the occasion so requires, Pradip Coomar will be the beneficiary and thereafter his sons will be beneficiaries.
- 4. That the Trustee shall not transfer the immovable properties of the Trust hereby conveyed except in case of absolute and unavoidable necessity or for the purpose of better investment.

That the Trustee shall have full powers to add to, increase and invest the Trust Fund in such manner as the Trustee thinks fit and proper including investment in lands or houses or money lending or any other profitable business.

- administer the Trust Estate and take whatever action is necessary for the said purpose and shall be entitled to appoint Officers and servants for its proper management and efficient administration but the monthly pay of all such Officers and servants shall not exceed Rs 500/-Rupees Five hundred only in all and their travelling expenses shall not exceed Rs 100/- (Rupees One hundred only) per month.
- 7. That the Trustee shall pay out of the Trust
  Fund such sum or sums of money as will be required
  for the maintenance, residence and education of Pradip
  Coomar or his sons who will be beneficiaries and the
  same shall not be a charge upon the Pradip Coomar Trust
  properties.

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- 8. That the Trustee shall pay the quarterly taxes and discharge other legal liabilities and may make additions and alterations or new construction in the Trust properties if they are found necessary for their upkeep and maintenance or considered profitable.
- 9. That the Trustee shall in the event of any necessity of selling any portion of the Trust properties deposit the sale proceeds in any security or securities in the name of the Trust Estate or invest the same in any profitable business.
- 10. That the Trustee for proper management and administration of the Trust Estate may in her or his discretion appoint her or his lawful Attorney and execute a General Power of Attorney for such purpose.
- 11. That the Trustee shall have full powers to invest the profits of the Trust Fund or Trust properties in such investment or investments as the Trustee will consider gainful or create any other Trust for the benefit of the beneficiary or beneficiaries. Such new Trust will also be a part of Pradip Coomar Trust and described as such. The interest accruing to the Trust Fund will be a part of the Trust Fund.

will be invested in the Trust Fund.

12. That in case any of the Trust properties be acquired by the Government the compensation monies

- -ciary but the beneficiary will have to pay interest at the rate of six per cent per annum. Such loans will not be for the education and maintenance of the beneficiary as the Trustee is lawfully bound to meet such expenses.
- 14. That the Trustee will also pay out of the Trust Fund expenses for the marriage of the beneficiary or the marriages of the beneficiary's sons and daughters.
- 15. That the Trustee shall not in any way mis-spend or misutilise the Trust Fund and properties causing loss to the Estate.
- full powers as beneficiary to act jointly with the Trustee and watch the best interest of the Trust as beneficiary and if he gets children to act as Trustee for them as the beneficiaries.

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17. That the Trust shall be irrevocable but the SETTLOR reserves the right to modify the Trust in the case of death of the beneficiary before her death or of any emergent and unforeseen situation.

For the purpose of Stamp duty the value of the properties and cash amounting to Rs 40,000/- for immovable properties and Rs 5,000/- for Trust Fund.

Whomas Told amounting Pt. 45 per/-

In Witness Whereof the said Monmohini Coomar has hereto set her hand the day month and year above written.

Som. monthohini Comel.

SETTLOR

Witnesses:

1. India Kriman Wandy 10 & Avante Duttlane, Howah

2. haman hangan trange Po. Baidyabali, ill Baidyabara, Dist:- Hooghly.

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## SCHEDULE.

- A). Holding No. 3 (Three) comprising of Raniganj
  Tile Bunglow with fittings and furniture under the
  S.A. Marana Mooned
  Notified area Dehri-on-Sone, District Arrah, Behar
  measuring two Bighas and ten Katas bounded by
  East Road to Station,
  North Mukherjee Villa,
  South Holding No. 4 (Mohadeb Villa)
  West Kalisthan.
- B). Garden and tank situated at District Hooghly under Police Station Chanditala, Mouza Chanditala Sub-Registry Office Janai consisting of
- 1. Khatian No. 133 1.00 Acre (One Acre) Annual rent Rs 2.50, Dag No. 908.
- 2. Khatian No. 87 .20 Satak (Twenty Satak)
  Annual rent Re 1.00, Dag Nos. 904 and 905.
- 3. Khatian No. 181 Dag No. 903 2.65 (Two Acre
- C). All that portion of 4, Rawdon Street, Calcutta-16 consisting of an old residential house and servant's quarters with movables bounded by
  On the North A.M. Aratoon,

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On the East - Rawdon Street, On the South - Short Street, On the West - Portion of 4, Rawdon Street measuring Twelve and half Katas (comprising mostly of garden and one stories structures).

Typed by me atoseowar Pohitiacharya.

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