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A-319-00 STAMP AFFIKED BY
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326-00 STAMP SUPERINTENDENT,
CALCUTTA COLLECTORATE.

[Signature]
SRI BIHUTI KUMAR DAS
SRI AMBAR DAS

15/6/92

DEED OF SETTLEMENT OF TRUST

THIS DEED OF SETTLEMENT OF TRUST made this 15th day of June

One Thousand Nine Hundred and Ninety Two BETWEEN SRI BIHUTI
BHUSAN DAS, son of the Late Kalicharan Das, residing and or
carrying on his business at Block No. 10, House No. 116. Gita
Colony, Gandhinagar, Delhi 110 031 and also residing at premises
No. 36A, Beni Nandan Street, Calcutta - 700 025, P.S. Bhownipore,
Dist : 24 Parganas (South) and in the suburbs of the town of
Calcutta, by Religion : Hindu and by Profession : Business,
hereinafter called and referred to for the sake of brevity as
the SETTLER (which expression and or term shall unless excluded
by or repugnant to the subject or context mean and include his
heirs, executors, administrators, representatives and assigns)
of the ONE PART A N D SRI AMBAR DAS, son of the Late
Madhusudan Das, residing at premises 36A, Beni Nandan Street,
Calcutta - 700 025, P.S. Bhownipore, Dist : 24 Parganas (South)

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For D.P. ASSOCIATES
Cham Ghosh
Partner

and in the suburbs of the town of Calcutta, by Religion : Hindu
and by Profession : Business, hereinafter called and referred
to for the sake of brevity as the TRUSTEE of the OTHER PARTY,

WHEREAS, the SETTLER is the Joint Owner and Co-Sharee
of all that piece and parcel of land containing approximately
an area of 4 Kattahs and 6 Chittaks together with one storied
structure and or building there on erected situate lying at and
being premises No. 36A, Beni Nandan Street, Calcutta - 700 025,
P.S. Bhowanipore, District : 24 Parganas (South).

AND WHEREAS, the SETTLER and his brother madhusudan Das
since deceased were the Joint Owners and Co-Sharers in respect
of all that piece and parcel of land containing approximately
an area of 4 Kattahs and 6 Chittaks together with one storied
building thereon erected each having undivided 1/2 Share and
interest therein.

AND WHEREAS, the beloved brother of the said Settler
namely madhusudan Das died intestate 30 years back and

AND WHEREAS prior to the Death of the said madhusudan
Das, by virtue of an amicable oral partition in between the

Settler and his brother Madhusudan Das with respect to the aforesaid immovable property, the Settler has got the allotted portion i.e. Eastern Part of the said property and the Madhusudan Das, since deceased got the Western Part of the said premises.

AND WHEREAS there are five tenants under the Settler now in occupation of the allotted Eastern Portion of the said premises exclusively allotted to the Settler.

AND WHEREAS the First and Second sons of the said Madhusudan Das, since deceased constructed three rooms and also three rooms respectively with bath and common privy at their own cost and expenses, by taking permission from the Settler.

AND WHEREAS the Settler has already made advancement of age and also stays most of the period of the year in New Delhi for which he is unable to look after his affairs and manage of the said property advantageously and properly.

AND WHEREAS for reasons and considerations as aforesaid and for the due management, protection and preservation of his Estate, the said Settler is now keenly desirous of creating a trust in the manner following with respect to his property and estate in the manner hereinafter appearing

AND WHEREAS the total value of the said property for the purpose of registration is valued at Rs. 30,000/-

NOW THIS INDENTURE WITNESS AS FOLLOWS :

1. That the Settler in pursuance of his said desire as aforesaid do hereby grant, convey and transfer all that the property described in the schedule hereunder written (hereinafter referred to as the said TRUST PROPERTY) unto and to the use of the Trustee to have and to hold the same in trust for the Settler and after his death upon trust hereinafter declared concerning the same with and subject to such powers and limitations as hereinafter specified.

2. That the Trustee shall by himself or through an agent or agents employed by him manage and administer the said TRUST PROPERTY in such a manner as might be most beneficial to the interest of the trust and shall realise the rent, dividend, interest and other income accruing from "the said trust property" and the Settler shall make such formal endorsements and execute such document or documents and do every such thing as may be legally necessary to enable the trustee to realise such income.

PROVIDED that so long as the said Settler shall remain alive and in full possession of his senses, the trustee shall have no power to sell, mortgage or otherwise transfer the said Trust Property and portion of his residential house being the said trust proper save and except with his express consent.

3. That during the said Settler's lifetime, the Trustee shall spend the income of the said Trust Property in such a manner as the said Settler may direct and in case he is not able to give any directions the said income shall be spent for the maintenance of the said Settler and the beneficiaries named hereinafter for the time being be in existence and dependent on him and on all religious, social and customary needs of the Trustee and his brother namely Amber Nath Das and their respective families.

4. That if at any time, the trustee finds that the income of the said trust property is not sufficient for the objects of the trust as hereinbefore recited he shall be at liberty to arrange for enhancement of the rental payable by the Tenants to the Settler/Trustee or borrowing funds as he may think proper, provided that except in cases of sudden, urgent and unavoidable necessities.

5. That if on account of death or other cause, the office of a trustee falls vacant and the said Settler is alive the Settler/or the out going Trustee shall appoint a new trustee or trustees and in the event about the appointment of a new trustee cannot be made within a reasonable time, the Court may appoint a new trustee in accordance with the law for the time being in force in this behalf and in making such appointment, the trustee or the Court shall respect the wishes of the Settler. Pending the appointment of a new trustee, the remaining trustee shall continue to administer the trust.

6. That on the death of both the said Settler, this trust shall cease and the trust property or such portion of it as may be in existence shall immediately vest in Sri Ashis Das and Sri Abhijit Das, sons of Sri Ambar Das and Sri Amar Nath Das respectively, both Grand-sons of the Settler.

7. That the said Settler hereby express, reserves to himself the power to revoke or modify any time at his pleasure the trust hereby created, but such revocation or modification shall not affect any act already done by the trustee in good faith in due execution of the trust.

SCHEDULE AS REFERRED TO ABOVE

ALL THAT piece and parcel of land containing approximately an area of 2 Cottahs and 3 Chittaks together with Kancha structure, thereon erected being the Eastern Portion of premises no. 36/A, Beni Nandan Street, Calcutta - 700 025, P.S. Bhowanipur, Dist : 24 Parganas (South) consisting 5 Kancha Rooms made of mud walls and covered with pentile shed, bath and privy common and the said property is butted and bounded in the manner following : -

NORTH : Premises of one Bri Haripada Nandan.

SOUTH : Premises of one Sri Haradhan Nandan.

EAST : Premises of one Sri J.C. Das and Sri Rajani Nandan.

WEST : Premises of one Ambar Das & others

(Legal heirs of the said Madhusudan Das, since deceased).

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IN WITNESS WHEREOF parties have signed this Deed on the date, month and year first above written.

Signed, sealed and delivered in the presence of :-

1. Subhra Banerjee
Newgate
9/23 Gollonganga Road.
Cal-33.
2. Parbati Chakraborty.
190/2, Sakuntala Park.
1st Lane.
Cal-87

[Handwritten signature]

SIGNATURE OF THE SETTLER

[Handwritten signature]

SIGNATURE OF THE TRUSTEE

Drafted by me and prepared in my office

[Handwritten signature]

(P. K. Banerjee)
Advocate

Typed By :

[Handwritten signature]

Read over and explained in Bengali to the executants and Justice before Subhra Banerjee
15/6/92.

For D.P. ASSOCIATES

[Handwritten signature]
Parbati Chakraborty

DATED : THE 15TH DAY OF JUNE, 1992

FROM : SRI BISWATI BHUSAN DAS
SETTLER

TO : SRI ANBAR DAS
TRUSTEE

DEED OF SETTLEMENT
OF TRUST



NOTARY PUBLIC
CALCUTTA

15-692 -

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Volume No- 17
Page No- 17
Date 15-6-92
for the year 1992

DRAFTED BY ME AND PREPARED
IN MY OFFICE :

SRI P. R. BANERJEE,
91/23, Tollygunge Road,
P.S. Tollygunge,
Calcutta - 700 033



21-12-92

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