

in force

THIS AGREEMENT made this 30th day of March one thousand nine hundred and fifty-nine Between GIRIDHARILAL BAID son of Askaren Baid deceased ordinarily residing at Rajaldesar District Churu in Rajasthan at present residing at No. 9 Armenian Street in the town of Calcutta by caste Oswal, Landholder of the First Part, MANICK CHAND BAID son of the said Giridharilal Baid residing at Rajaldesar District Churu in Rajasthan by caste Oswal landholder of the Second part MAKHU DEBI AND MANGI DEBI wives of the said Giridharilal Baid residing at Rajaldesar District Churu in Rajasthan, Hindu ladies respectively of the Third and Fourth Parts, MORATHMAL BAID, BIJAYSINGH BAID, TEJ SINGH BAID all minor sons of Sova Chand Baid deceased acting by their mother and natural guardian Sm. Chand Debi and Sm. Chand Debi for self all residing at Rajaldesar District Churu in Rajasthan of the Fifth Part SM. SINGARI PASWAN daughter of Jewanram deceased residing at Rajaldesar District Churu in Rajasthan Hindu lady one of the Beneficiaries, named in the Indenture of settlement executed by Giridharilal Baid on the 17th December 1951 partly hereto of the sixth part SM. SOHINI DEBI wife of Chagganmull Khawaswal and SM. TAMKOO DEBI wife of Sumarmull Daroga, both Hindu ladies respectively residing at Rajaldesar and Sardarsahar District Churu in Rajasthan both beneficiaries under the said Deed of Settlement parties hereto of Seventh and Eighth part and CHAGGANMULL KHAWASWAL son of Chunilal Choreria deceased Hindu Trader residing at Rajaldesar District Churu in Rajasthan and also a beneficiary under the said Indenture of settlement partly hereto of the Ninth Part WHEREAS part of the First Part by a registered Deed of Settlement executed by him on 17th day of December

1951 made a settlement of his property viz. 2A Raja
Kissen Street and 36A and 36B Sahitya Parishad Street
in the town of Calcutta particularly described in the Schedule to
the said Deed of Settlement and also in the Schedule hereunder
written in consideration of natural love and affection
which the Settlor bears towards his two wives the Parties
hereto of the Third and Fourth Parts and his son Manick Chand
Baid party hereto of the Second Part and his son Sovu
Chand Baid since deceased father of Norathmal Baid Bijay
Singh Baid and Tej Singh Baid parties hereto of the
Fifth Part and also towards the said Sm. Singari Paswen with
whom the Settlor lived as man and wife for over thirty
years and towards the two daughters born of the said
Sm. Singari Paswen by the settlor the party hereto of the
First Part viz. Sm. Sohani Debi and Sm. Tamku Debi parties
hereto of the Seventh and Eight parts settled his said
premises No. 2, Raja Raj Kissen Street and No. 36A and 36B
Sahitya Parishad Street and conveyed same unto the trustee named
in the said Deed of settlement to the uses upon the trusts and with
under and subject to the powers provisions agreements and
declarations declared and contained in the said Deed of
Settlement AND WHEREAS the Party hereto of the First
part constituted himself the sole trustee for and during
his life time and acted at all material times as such
sole trustee and beneficiary for life AND WHEREAS the
party of the Second, Fourth and Fifth parts have instituted
in the High Court at Calcutta in its ordinary original
Jurisdiction a suit being suit No. 1612 of 1958 against
the parties of the First Part, Third Part and others
for a declaration that the properties mentioned in

in the Schedule 'A' and 'B' of the plaint in the said suit are joint, ancestral properties and for other declarations and relief AND WHEREAS through the intervention and mediation of common relations and friends the parties hereto have, for ending the disputes which have arisen, for avoiding cost of litigation and for the sake of peace and amity amicably settled their said differences and disputes and have agreed by way of family arrangement, among other terms and conditions that some of the conditions, stipulations, directions and powers contained of and concerning the Trusts created by the said Deed of settlement dated 17th day of December 1951 shall stand varied and modified in the manner hereinafter appearing NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:

1. That Giridhari Lal Badi, the sole trustee for and during his life, and under the said Deed of Settlement dated 17th day of December 1951 shall be deemed to have retired from trusteeship and ceased to act as such trustee which he has done on and from 1st day of January 1959 but shall continue to be one of the beneficiaries under the said Deed of settlement and shall receive for and during his life from the trustees hereby appointed or hereafter to be appointed in their place and stead Rs. 550/- (Rupees five hundred and fifty) every month exclusive of Income tax and other taxes herein provided for in the hands of the Trustees PROVIDED HOWEVER THAT if at any time in future the rate of Income Tax and other taxes are enhanced and amount of Income Tax and

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and other taxes provisionally retained and set apart by the Trustees be insufficient to meet taxes in full, the excess amount of income tax and other taxes over the same shall be proportionately deducted from the respective monthly payments hereby directed to be paid to all the beneficiaries.

2. That the other trustees named in the said Deed of Settlement as successors of successors-in-office of trusteeship after the demise of the said Giridharilal Baid are debarred from action and shall not be competent to act as such trustees under the said Deed of Settlement.

3. Sri Malchand Giria son of Sri Mangalchand Giria residing at No. 15, Rupchand Roy Street, Calcutta and Sri Sri Chand Baid son of late Meghraj Baid residing at No. 46, Strand Road Calcutta re-appointed joint trustees in the place and stead of the said Giridharilal Baid and other trustees named in the said Deed of Settlement with effect from 1st day of January 1959 and stand seized and possessed of the properties comprised in the said Deed of Settlement and shall hold the same and have the powers and be subject to trusts powers provisions and declarations concerning same as varied and modified. There shall always be two trustees instead of three trustees provided for by the said Deed of Settlement dated 17th December 1951 as the minimum number of Trustees.

4. That the trustees appointed shall (a) collect the rent and profits and/or other income arising from the properties comprised by the said Deed of Settlement hereinafter for the sake of brevity referred to as the trust property (b) pay thereout in the first instance all rates and taxes and other outgoings

outgoings as are or may hereafter be lawfully payable in respect of the trust property according to its nature for the time being (a) set apart and retain every month (1) Rs. 275/- (Rupees two hundred and seventy five) for payment of income tax or Wealth Tax or any other tax of similar nature and for meeting collection charges and Rs. 50/- (Rupees fifty) for Reserve fund to meet such legal charges and expenses and other contingent expenses for the protection and preservation of the trust property as the trustees will deem necessary and then out of the balance of the rents and profits and income aforesaid (d) pay monthly and every month to the Settler Giridharilal Baid as beneficiary Rs. 550/- (Rupees five hundred and fifty) as for and during his natural life for his own use and benefit free from any charge of income tax or wealth tax or any other tax of like nature as hereinbefore mentioned (e) to pay monthly and every month Rs. 225/- (Rupees two hundred twentyfive) to the Settler's first wife Sm. Lakshoo Dabi for and during her natural life for her own use and benefit freed from Income tax or Wealth tax or any other tax of like nature in the same manner as hereinbefore mentioned in respect of monthly payment to Giridharilal Baid (f) pay monthly and every month Rs. 225/- (Rupees two hundred and twentyfive) to the Settler's second wife Sm. Mangi Dabi for and during her natural life for her own use and benefit freed from income tax and wealth tax or any other tax of like nature in the same manner as hereinbefore mentioned in respect of monthly payment to Giridharilal Baid (g) pay monthly and every month Rs. 500/- (Rupees five hundred) to the settler's son manik chand Baid for and during his natural life for his own use and benefit freed from income tax or wealth tax or any other tax of a like nature in the same

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same manner as hereinbefore mentioned in respect of monthly payment to Giridharilal Baid (h) pay monthly and every month Rs. 500/- (Rupees five hundred) to the Settlor's three minor grandsons Naoratammal Baid, Bejoy Singh Baid and Taj Singh Baid sons of Sovchand Baid deceased and Sm. Chand Debi jointly in equal share for and during their respective natural lives for their respective personal use and benefit which amount will be received by their mother Sm. Chand Debi for and on behalf of the said minors or by such person as may for the time being, be their lawful guardian during their minority.

5. That the aforesaid payments and distribution of the income of the trust property shall be made in manner aforesaid in supersession of the provisions contained in the said Deed of Settlement to Sm. Singari Paswan Sm. Schani Debi Sm. Tankoo Debi and Chaggansull Khawaswal are withdrawn removed and cancelled by the party of the First Part that is the settlor and relinquished by them, the parties hereto of the sixth, seventh and eighth parts from 1st January 1959.

6. If after making the aforesaid payments and distribution of the income of the trust property there is still any balance left in the hands of the trustees the same shall be deposited by the trustees in a scheduled Bank of India as such trustees and shall from part of the trust estate to be invests or distributed as hereinafter directed.

6.1. The amounts distributable to the beneficiaries under the provisions of this agreement shall increase and

and decrease in accordance with the income of the said Trust property viz. 2A Raja Raj Kissen Street, Calcutta and 36A and 36B Sahitya Parishad Street, Calcutta.

7. AND IT IS FURTHER AGREED AND DECLARED that (I) from and after the death of the Settlor Giridharilal Baid the amount directed to be paid to him under these presents shall be allotted and paid in equal shares to the male descendants of the settlor then living in the two branches of his two sons, the said Sovachand Baid (deceased) and Manickchand Baid one half share to each branch over and above the amounts which are receivable by them in their shares under these presents, and also that (d) from and after the death of the Settlor's wives the said Sm. Makhu Debi and Sm. Mangi Debi or any one of them the share of shares directed to be paid under these presents to such beneficiary shall be allotted to and distributed proportionately among all the beneficiaries under these presents monthly and every month during their respective lives in addition to and over and above the amount or share which are receivable by them under the foregoing provisions of these presents.

8. THAT IT IS FURTHER AGREED AND DECLARED that from and after the death of the Settlor's son Manik Chand Baid the monthly payments directed to be paid to him under the foregoing provisions of these presents shall be paid to and distributed by the said trustee to the male heirs of the said Manik Chand Baid or to the survivor or survivors of such heirs during his or their life and if there is no such heir do the said Manik Chand Baid then to the other beneficiaries then surviving in equal shares or to the

the last survivor of them alone during his or her life.

9. AND IT IS FURTHER AGREED AND DECLARED that, from and after the death of any one or more of the Settlor's three grandsons namely Noratanmal Baid, Bejoy Singh Baid and Tej Singh Baid being the sons of Sovachand Baid deceased the respective monthly payments directed to be made to him or them under the foregoing provisions of these presents shall be paid and distributed by the said Trustees to the male heir or heirs of such deceased beneficiary and if there is no such heir to the deceased beneficiary then to the surviving beneficiaries in equal shares or to the last survivor of them alone during their respective lives.

10. That the provisions contained in the said Indenture of Settlement regarding payment and distribution of moneys and arising on the death of the beneficiaries therein named shall stand varied modified and superseded by the provisions and declarations hereinbefore contained in paragraphs 7, 8 and 9 hereof with effect from the first day of January 1959.

11. THAT IT IS HEREBY FURTHER DECLARED that from and after the death of the Settlor's son Manikchand Baid the said Trustees shall hold and stand possessed of the said Trust property together with all accretions and accumulations in trust for such of the male issue or issues of the Settlor's sons Sovachand Baid deceased and Manikchand Baid or of either of them as shall then be living until the youngest of such male issues of the Settlor's said two sons, shall have attained the

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the age of 21 years and shall then convey and transfer the Trust property together with all accretions and accumulations income or funds remaining in their hands to such male issues of the said Govchand Baid and Manickchand Baid or of either of them in equal shares, absolutely, if more than one and alone if only one among them shall have survived the said Manik Chand Baid.

12. THAT IT IS FURTHER AGREED AND DECLARED that from and after the death of Manik Chand Baid and during the minority of any of the male issues of the two sons of the settlor or of any one of them as shall be living at the time and shall be deemed to be entitled to the benefits and interest as aforesaid in the trust property under the trust and provisions of these presents the trustees may at their discretion pay and apply such part of the income of the Trust property as they shall think fit out of the shares or interests of such male issue, for and towards their maintenance and education and also such sum as may be considered reasonable for expenses of marriage with liberty to the said Trustees to pay such share of income to the lawful guardians or any of the guardians of the infants among them without being liable to see the application and shall invest the unspent balance if any, of the said income and the resultant income thereof in the manner stated in the foregoing provisions of these presents.

13. THAT IT IS FURTHER HEREBY PROVIDED that the trustees shall have during the subsistence of this Trust, full power and absolute authority to look after manage and

and supervise the Trust property and to let lease and otherwise demise the same or any part thereof on rent or hire in such manner and upon such terms as the trustees shall think fit and proper and for the purposes aforesaid to execute all necessary deeds, writings and documents in due form of law and appoint and employ agents servants and other persons on such terms and on such remuneration as they think fit.

14. THAT IT IS HEREBY FURTHER AGREED AND DECLARED that in case of difference of opinion between the two trustees the matter or matters in dispute shall be referred to such person as the beneficiaries may agree upon or if the beneficiaries do not agree or select any such person then to a person selected by the Trustees or to a competent court for necessary direction.

15. Save as aforesaid the other terms, provisions, conditions and declarations of the said Deed of settlement dated 17th day of December 1951 not inconsistent with the variations and modifications hereby made and agreed upon of and concerning the said Trust property shall subject to such variations and modifications remain in full force and shall be operative and binding on all parties to these presents and to the said Deed of Settlement, their respective heirs and assigns and this Agreement shall be deemed as a supplemental to the said Deed of Settlement dated 17th day of December 1951.

16. The said Deed of Settlement executed by the said Giridharilal Baid party hereto of the First Part as varied and modified by this Agreement shall not be revoked or modified by the said Giridharilal Baid.

SIGNED DEALED AND DELIVERED

at

in the presence of Witnesses:

- | | |
|----------------------------|--|
| 1. Surajmal Baid (Modia) | 1. Giridharilal Baid (in Modia) |
| 2. Punamchand Baid (Modia) | 2. Manik Chand Baid (in modia & Hindi) |
| | 3. Sm. Mangi Devi (in Hindi) |
| | 4. Chand Devi (in Hindi)
(mother of Noratanmal Bijoy Singh Tej Singh) |
| | 5. Shonani Devi (in Hindi) |
| | 6. Tanku Devi (in Hindi) |
| | 7. Chaggenmul Khewaswal (in modi) |
| | 8. Sm. Maku Devi (R.T.Impression) |
| | 9. Sm. Sangari Paswan (R.T.Impres) |

This document has been explained by me to Sri Giridharilal Baid, Manik Chand Baid, Sm. Mangi Devi, Chand Devi, Sohini Devi and Tankoo Devi and Sri Chaggenmul Khaswal signed before me and Sm. Makhudevi and Sangari Paswan made their Right Thumb Impression on this document before me after understanding the same. All the scribes are indentified by Shri Surajmal Baid of Rajelderwar District Churu who is known to me upon his identification I attest this document.

Sd/- Mahesh Chandra M.A.LL.B. Vakil Ratangarh
Dist. Churu (Rajasthan) 30th March 1959.

The Schedule above referred to :

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ALL THAT piece or parcel of rent free land or ground together with the brick built structures and other structures thereon excepting the tenants structures standing on part thereof containing by estimation Three Bighas Thirteen Cottaeks and Ten Chittaeks more or less in Sutanutty in the North Division of the town of Calcutta formerly numbered 36, 36/1/1, 36/2, 36/3, 36/4 and 36/5 Hoqulkuria Gully and thereafter numbered 36/A Hoqulkuria Gully but now partly numbered 36A, Sahitya Parishad Street (now let out to Messers. Sarker & Bros. (Properties) Private Ltd.) which is bounded on the north by the bustee land now or formerly belonging to Mr. T. Banerjee on the East by a Mohomedan Grave on the South by Sahitya Parishad Street and on the West by No. 2A Raja Raj Kissen Street and partly numbered 36B, Sahitya Parishad Street which is bounded on the North by 2A, Raja Raj Kissen Street on the East by No. 36A, Sahitya Parishad Street on the South by Sahitya Parishad Street and on the West by No. 36C, Sahitya Parishad Street and partly numbered 36C, Sahitya Parishad Street which is bounded on the North by No. 2A, Raja Raj Kissen Street on the East by No. 36B, Sahitya Parishad Street on the South by Sahitya Parishad Street and on the West by No. 36/6, Sahitya Parishad Street and partly numbered 2A, Raja Raj Kissen Street which is bounded on the North partly by Raja Raj Kissen Street and partly by Burtolla Police Section house on the East partly by No. 36A, Sahitya Parishad Street occupied by Messers. Sarker & Bros. (Properties) Private Ltd., and partly by a narrow passage and No. 3, Raja Raj Kissen Street on the south partly by No. 36D, and partly

partly by 36/C, and partly by No. 36/6, Sahitya Parishad Street and on the west partly by Burtolla Police Section House and partly by premises No. 76/1, Cornwallis Street OR HOWSOEVER OTHERWISE more particularly described in the conveyance dated 14th February 1928 from Askeran Baid to Giridharilal Baid (the Settlor) and registered in the Coocutta Registry Office.

Witnesses :

1. Surajmal Baid (in modia)
2. Punamchand Baid (in Modia)
1. Giridharilal Baid (in modia)
2. Manik Chand Baid (in modia & Hindi)
3. Sm. Mangi Devi (in Hindi)
4. Chand Devi (in Hindi)
(mother of Norstarmal Bijoy Singh Tej Singh)
5. Singari Paswan (R.T. Impression)
6. Sohani (in Hindi)
7. Tanki (in Hindi)
8. Chaggenmul Khaswal (in modia)
9. Sm. Maku Devi (R.T. Impression)

This document has been explained by me and Shri Giridharilal Baid, Manik Chand Baid, Sm. Mangi Devi, Chand Devi, Sohini Devi, Tankoo Devi and Sri Chaggenmul Khaswal signed before me and Sm. Maku Devi and Singari Paswan made their right thumb impression on the document before me after understanding the same. All the scribes are identified by Sri Surajmal Baid of Rajaldesar District Churu who is known to me upon his identification I attest this document.

Sd/- Mahesh Chandra M. A. LL.B.

Vill. Batenwari

Dist Churu Rajasthan

30th March 1959.

ANNEXED "D"

Monthly Income and disbursement of Trust Income

Upto April 1973 From May 1973

1. Rent of 2A Raja Rajkrishna Street and 36B, 36C, Sahitya Parishad Street.	Rs. 1,900/-	Rs. 3,575/-
2. Rent of 36A, Sahitya Parishad Street.	Rs. 425/-	Rs. 425/-
Total :	Rs. 2,325/-	Rs. 4,000/-

Distribution of Income per Month as per 1959 settlement
(On the basis of Rs. 2,325/- per Month upto April'73)

- Clause 4c ... Rs. 275/- Income & Wealth Tax.
Rs. 50/- Reserve Fund.
- 4d ... Rs. 550/- Giridharilal (Died 27. 1. 1960)
- 4e ... Rs. 225/- Makhu Devi (Died 24.10. 1976)
- 4f ... Rs. 225/- Mangi Devi (Died 27. 1. 1963)
- 4g ... Rs. 500/- Manik Chand + Rs. 275(4d) + 99(4f) + 126(4e) = Rs. 1000
- 4h ... Rs. 500/- Branch of Sovachand (Since deceased)

	I I I	I I I	I I I	I I I
	Son - 1 Northul Died 1966	Son - 2 Bijay Singh	Son - 3 Tejsingh	Widow Chand Devi
	Rs. 125/-	Rs. 125/-	Rs. 125/-	Rs. 125/-
After Death of (4d) ...	Rs. 91/-	Rs. 92/-	Rs. 92/-	X
.. (4e) ...	X	Rs. 33/-	Rs. 33/-	Rs. 33/-
.. (4e) ...	X	Rs. 42/-	Rs. 42/-	Rs. 42/-
.. (4h 1) ..	X	Rs. 108/-	Rs. 108/-	X
Total :	Rs. 216/-	Rs. 400/-	Rs. 400/-	Rs. 200/-

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ANNEXED "D"

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(On the basis of Rs. 4,000/- per month from May 1973)

- cl use 4c ... Rs. 275/- Income Tax Health Tax
Rs. 50/- Reserve Fund.
- 4e ... Rs. 225/- Makha Devi (died 24. 10. 1976)
- 4g ... Rs. 1712-50 Manik Chand + Rs. 125/-(4e) = Rs. 1837-50
- 4h ... Rs. 1712-50 Branch of Sovachand (deceased)

	Bijoy Singh	Tejsingh	Chand Devi
Upto Sept'76			
From Oct'76	Rs. 693-00	Rs. 693-00	Rs. 326-50
After Death of (4e)	Rs. 42-00	Rs. 42-00	41-00
	<u>Rs. 735-00</u>	<u>Rs. 735-00</u>	<u>Rs. 367-50</u>

Summary of Rent Dues.

	Bijoy Singh	Tejsingh	Chand Devi
From May'74 To Sept'76 for 29 Months.	... Rs. 20,097-00	Rs. 20,097-00	Rs. 9,468
From Oct.'76 To July'97 for 250 Months.	... Rs. 1,93,750-00	Rs. 1,83,750-00	91,975
Total :	<u>Rs. 2,03,847-00</u>	<u>Rs. 2,03,847-00</u>	<u>Rs. 1,01,443</u>