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[Signature]
 Registrar, Alipore
 24 Parganas

28.7.82

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THIS INDENTURE made this the 28th day of July
 One thousand nine hundred eighty two BETWEEN
 SM. HENA MITRA wife of Sri Nitilal Mitra a Hindu Housewife
 residing at 164/B, Becharan Chatterjee Road, P.S. Behala,
 District 24 Parganas, Calcutta-61 hereinafter called the
 "SETTLOR" of the One Part (which expression shall unless
 excluded by or repugnant to the context be deemed to include
 her heirs, executors, administrators and representatives and
 assigns) A N D SM. HENA MITRA wife of Sri Nitilal Mitra
 of 164/B, Becharan Chatterjee Road, P.S. Behala, District -
 24 Parganas hereinafter called the "TRUSTEE" of the Other Part

4138/93
Sci/Stat
Residence
No. 10007
Date 2-6-82

Hamp Clark
84 Parganas
Alipore Factory



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Hena Mitra
Alipore

Hena Mitra

Hena mitra.

Alipore
84 Parganas
28.7.82
Hena mitra.

Hena Mitra
Nityal Mitra
16h B Bicharan chetty in Rd.
Behala
H. wife.

4367

Nityal Mitra

Nityal Mitra
16h B Bicharan chetty in Rd.
Behala
Retd.

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Nityal Mitra

Alipore
84 Parganas
28.7.82



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WHEREAS one Nitilal Mitra by a registered Kobala purchased one Bigha of land under khatian No. 79 and 162, Dag No. ³¹⁵222 under Pargana Magura Mouja Gangarampur, P.S.-Behala, District 24 Parganas which has been recorded in the Book of Alipore S.R. in Book 1, Volume 130, Pages 223 to 226 Being No. 7945 in the year 1951 And Whereas he sold out ten cottahs from the said one Bigha land (southern portion) on 14th August, 1961 to late Satish Chandra Ghose by a registered kobala and on the remaining half that is on the 10 cottahs of land constructed a two storied building for residential purpose for his family members.

AND WHEREAS...



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Kanti and husband Sri Nitilal Mitra all are alive and Sri Nitilal Mitra, Mukul Kanti and Swapan Kanti are residing with the Settlor and Malay Kanti is residing at Allahabd, U.P. with his wife and children AND WHEREAS the Settlor is desirous of making provisions for her said two sons Mukul Kanti and Swapan Kanti and of settling the said messuages lands hereditaments and premises particularly described in the schedule hereunder written for the benefit of her said two sons Mukul Kanti and Swapan Kanti and also the use and for trust in manner hereinafter appearing.

AND WHEREAS for the purpose of carrying out the provisions of this trust the Settlor hereby appoints herself as the Trustee And Whereas for the purpose of stamp....

stamp duty the said messuages lands hereditaments and premises particularly described in the schedule hereunder and intended to be hereby transferred is valued at Rs. 40,000/- (Rupees forty thousand) only

NOW THIS INDENTURE WITNESSETH that in order to effectuate the said desire and in consideration of the natural love and affection which the Settlor has and bears towards her said two sons Mukul Kanti and Swapen Kanti, the Settlor hereby grant transfer and convey unto the Trustee All those messua-ges land hereditament and premises particularly described in the schedule hereunder written hereinafter referred to as the Trust property or Howsoever otherwise the same be known numbered and described with all and singular the ways paths passages, drains sewers water courses and all manner of former or other rights easements privileges and appurtenances whatsoever thereunto belonging TO HAVE AND TO HOLD the said trust property upon trust and for the ends intents and proposes subject to powers provisions and conditions declared of and concerning the same which are as follows :-

1. To let out the trust property at such rent or at rents for such period or periods and on such terms and conditions as the Trustee in her absolute discretion think fit and proper and to eject tenant or tenants and to file suit or suits for ejectment and/or for recovery of possession or of rents or profits as the Trustee shall think expedient.

2. To receive the rents issues and profits and moneys payable by the tenants of the Trust property or of any portion thereof.
3. To construct, extend, make addition or alteration of the existing building and/or raise the building to further stories and or to construct structures and building on the vacant land.
4. Out of the rents issues profits and income of the Trust property to pay the following :
 - a) to pay the municipal rates and taxes and other taxes and outgoings and impositions whatsoever in respect of the Trust property.
 - b) to effect repairs of the Trust property or any portion thereof as may need repairs, and to keep the Trust property in good order and condition.
 - c) to spend such rents issues profits and income of the Trust property for uses and benefits of the said Settlor Sm. Hena Mitra.
5. The Trustee shall have full power in the management of the Trust property and in matter relating to execution of the Trust.
6. The Trustee shall have full power and authority to sell mortgage transfer and lease the Trust property and to invest Trust funds and/or reserve funds or Trust moneys to
the....

the purchase of immovable properties or in trust securities and to convert such securities and to appoint any agent and authorise him by power of attorney to do any act or thing which the Trustee is hereby authorised to do. The aforesaid acquisition of further immovable properties or funds with profits arising out of the Trust properties concerned herein shall be incorporated into the Trust Estate and the directions hereinbefore given shall be applicable thereto.

7. No purchaser mortgage lessee or transferee or creditors or any person dealing with the Trustee shall be bound or concerned to see to the application of the proceeds of the sale mortgage lease or transfer or debt or to the rents issues profits interest or income or the moneys received by the Trustees nor to enquire into the state of the accounts of the Trust or to the justice or propriety of the sale lease mortgage or transfer proposed to be made or action or step proposed to be taken by the Trustee.

8. The Trustee shall not be accountable or liable to render any account to any person for his action or actions in the execution of the Trust or of any money or moneys of the Trust property that may come to his hands.

9. On the death, relinquishment, retirement of the Trustee Sa. Hena Mitra or if she become incapacitated whichever happens earlier this Trust shall come to an end and the Trust property particularly described in the schedule hereunder written, together with all accretions, additions....

additions, accessions and moneys arising out of the Trust property shall vest in the said two sons Mukul Kanti and Swapan Kanti in equal share absolutely and for ever.

And it is hereby declared that the Settlor does not reserve to herself the power to revoke and or alter the Trust hereby created in any circumstances.

Schedule of property

All that piece and parcel of 10 (ten) cottahs of land with a two storied building standing thereon being municipal premises no. 164/B, Becharam Chatterjee Road, Holding No. 267/347 under South Suburban Municipality P.S. Behala, District 24 Parganas recorded in R.S. khatian no. 438 and 439 day no. 222/315 out of .33 decimals only .16 $\frac{1}{2}$ decimals more or less 10 cottahs for which annual rent is payable to Collector, 24 Parganas amounting to Rs. 1.40 paise butted and bounded :

By the North - Private passage;

By the South - House of Amiya Kumar Ghose;

By the East - House of Raisina & ors.

By the West - Becharam Chatterjee Road.

IN WITNESS WHEREOF the Settlor hath hereunto set and subscribed her hand this the day month and year first above written.

Signed and delivered
in the presence of :

1. Raghunath Chatterjee
21/4 Talbaganj Road
Calcutta
2. Nityamanda Das
Adm. cat

Hena mitra
Hena mitra.

Typed by
Bidyut Adya.
Judges' Court,
Alipore.



Algiers, Algérie
le 28.7.84

28.7.84

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Book No. 103
Volume No. 245
Page No. 41 on 245
Buyer No. 4024
see the rest of the book

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Notarial Certificate

(Pursuant to Section 8 of Notaries Act, 1952)

TO ALL MEN THESE PRESENTS SHALL COME, I, DEBASHIS GUHA, Advocate & Notary practising as a Notary in Alipore Judges Court within the District of South 24-parganas of the State of West Bengal within the Union of India, do hereby declare that the Paper Writings collectively marked "A" annexed hereto, hereinafter called the "Paper Writings A", are presented before me by the executant (S).

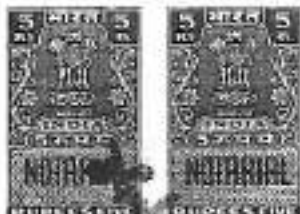
DECLARATION BY WAY OF AFFIDAVIT

1. SRI MUKUL KANTI MITRA
alias MUKUL MITRA
2. SRI SWAPAN KANTI MITRA
sons of Late Nitilal Mitra
164/B, Becharam Chatterjee Road
Kolkata 700 061
Police Station Behala
District South 24 Parganas.

hereinafter, referred to as the "executant(s)" on this,
the 29th day of April 2003

The "executants(s)" having admitted the execution of the "Paper Writings A" in respective hand(s), in the presence of the witness(es), who as such, subscribe(s) thereon, and being satisfied as to the identity of the executants(s) and the said execution of the "Paper Writings A" and testify that the said execution is in the respective hand(s) of the executant(s)

AN ACT WHEREOF being required of a Notary, I have granted These Presents as my Notarial certificate to serve and avail as need and occasion shall or may require.



IN FAITH AND TESTIMONY WHEREOF I, Debashis Guha the said Notary, have hereunto set and subscribed my hand and affixed my Notarial seal of Office at Alipore Judges Court compound, Kolkata - 27 in the District of South 24-Parganas on this the 29th day of April 2003

Debashis Guha
29/4/03

Debashis Guha
Notary
Govt. of India
Regd. No. 1334 of 1998
Alipore Judges Court
Dist. South 24-Parganas
Kolkata - 700 027



29 APR 2003



DECLARATION BY WAY OF AFFIDAVIT BEFORE THE
NOTARY PUBLIC AT ALIPORE.



We, SRI MUKUL KANTI MITRA ALIAS MUKUL MITRA and SRI SWAPAN KANTI MITRA both are sons of late Nitilal Mitra, both by faith Hindu, both by occupation Service, both are residing at 164/B, Becharam Chatterjee Road, Kolkata-700061, P.S. Behala, District - 24 Parganas (South) do hereby solemnly affirm and say as follows ; -

1. That a piece and parcel of 10 cottahs of land with a two storied building standing thereon being Municipal Premises No. 164/B, Becharam Chatterjee Road, Holding No. 267/347 under the then South Suburban Municipality and comprised in

Mukul Mitra
29.04.03
Swapan Mitra
29/4/03

7857

No.....Date.....
Sold To.....
of.....
Rs.....

D. C. CHARAN, Advocate
Alipore Judges Court
Calcutta

1A, India Cal
Licensed Stamp Vendor



R.S. Khatian No. 438 & 439, R. S. Dag no. 222/315 out of 32 decimal of lands under Alipore Collector ^{ate} for which a land revenue is payable at Rs 1.40, within ^{Alipore} Calcutta Municipal Corporation within P.S. Behala, Calcutta-700061, District - 24 Parganas (South), amongst others was originally belong^{ed} to Golam Nehru Mourali, Golam Nobil, Soukat Ali, Safia Khatoon, Firoja Khatoon and Gulsan Deo and from whom Niti Lal Mitra purchased by registered Deed of Sale dated 22.12.1951 corresponding to 6th of Pous 1358 B.S. and since such purchase Nitilal Mitra exercised his right, title and interest over the said property amongst others and while seized and possessed of made a Gift to his wife Smt. Hena Mitra by executing a Deed of Gift dt. 24.2.1968 wherein Smt. Hena Mitra accepted the gift by exercising all her acts of ownership and mutated her name in the then South Suburban Municipality and paid taxes thereof.



2. That Smt. Hena Mitra while exercising her acts of ownership executed a deed of family Settlement by way of a Trust on 28th July, 1982 whereby she divested the said property to her as a Trustee and appointed therein herself as first Trustee as Settlor the said Deed was registered in the office of Sub-Registrar Alipore, 24 Parganas (South) and entered in Book No. 1 Volume No. 103 Pages 241 - 248 Being No. 4024 for the Year 1982.

3. That by virtue of the said registered Deed of Settlement

D. Guha
29/4/03

(D. GUHA)
Notary Govt. of India
Regn. No. 1334 of 1998

29 APR 2003

Surapan Kanti Mitra
29.04.03

contd...p/3.

it was provided that upon her death the Trust shall cease and property under the Trust shall devolve upon her two sons namely Mukul Kanti Mitra alias Mukul Mitra and Swapan Kanti Mitra in equal shares.

4. That Nitilal Mitra died some time on 14.3.1990 and Smt. Hena Mitra died on 17.12.2001.

5. That by virtue of death of Smt. Hena Mitra the Trustee, the property under the Trust as fully described in the schedule hereto devolved upon the declarants and they are deemed to be the owners of the said property in equal $\frac{1}{2}$ share.



That after the death of Nitilal Mitra and Smt. Hena Mitra there are no other heirs and near relations except the declarants who have any interest in the schedule property.

7. That on the basis of the said deed of Family Settlement Deed dated 28th July 1982 the Schedule property be mutated in the name of Sri Mukul Kanti Mitra alias Mukul Mitra and Sri Swapan Kanti Mitra - the beneficiaries under the said deed.

8. That the aforesaid statements are true to my knowledge.

D. Guha
29/4/03
D. GUHA
Notary Govt. of India
Regn. No. 1334/98
29 APR 2003
Swapan Kanti Mitra

contd...p/4,

Schedule of Property :

ALL THAT piece and parcel of 10(ten) cottahs of land with a two storied building standing thereon being Municipal Premises No. 164/B, Becharam Chatterjee Road, Holding No. 267/347 under South Suburban Municipality P.S. Behala, District - 24 Parganas recorded in R.S. Khatian No. 438 and 439 Dag No. 222/315 out of .33 decimals only .16½ decimals more or less 10 cottahs for which annual rent is payable to Collector, 24 Parganas amounting to Rs. 1.40 paise butted and bounded : -



ON THE NORTH - Private Passage ;
ON THE SOUTH - House of Amiya Kumar Ghose ;
ON THE EAST - House of Raisina & Ors. ;
ON THE WEST - Becharam Chatterjee Road ;

Mukul Mitra
29.4.03

(MUKUL MITRA)

Swapan Kanti Mitra

(SWAPAN KANTI MITRA)

Solemnly affirmed before me
by the declarants on this the
day of 2003.

DEPONENTS :

solemnly Affirmed and declared before me
on identification at Alipore Judges Court
Kolkata-27, Under Notaries Act, 1952 at
-----2.4.57P. M.

Identified by me.

Debashis Guha
29/4/03
(D. GUHA)
Notary Govt. of India
Regn. No. 1334 of 1998

Gyan Kumar Mitra
Advocate.
29th April 2003

**PAPER WRITINGS 'A'
&
THE RELATIVE NOTARIAL
CERTIFICATE**

DEBASHIS GUHA
Advocate & Notary Public
Govt. of India
Regd. No. 1334 of 1998
Alipore Judges Court
Dist. South 24-Parganas
Kolkata - 700 027

- **Professional Address :**
9/4, Prince Anwar Shah Lane,
Tollygunge (Opp. Navina Cinema)
Kolkata - 700 033
Phone : 2417-8147
- 183/1, Lenin Sarani, (1st Floor)
Kolkata - 700 013
Phone : 2237-4618