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T. A. DEY Advocate
 Alipore Police Court

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A.D.S.R. Alipore 08N-1 2nd - 2939/1993

DEED OF TRUST AND SETTLEMENT.

This Deed of Trust and Settlement made _____ this
the 28th day of June One Thousand Nine Hundred Ninety-
three B E T W E E N SRI RANJIT KUMAR SHARMA son of Sri
Ram Gopal Sharma Hindu business-man, residing at 16, Chakraberia
Road (North), P. S. Bhowanipore, Calcutta - 700 020 hereinafter
referred to as the "Settlor" which expression shall be deemed
to mean and include his heirs, executors, administrators, repre-
sentatives and assigns of the One Part A N D SMT. SATYABATI
DEVI SHARMA wife of Sri Ram Gopal Sharma, Hindu House-wife,
residing at 16, Chakraberia Road (North) P. S. Bhowanipore,
Calcutta - 700 020, hereinafter referred to as "Trustee" which
expression shall be deemed to mean and include her heirs executors,
administrators, representatives and assigns of the "Other Part" :

W H E R E A S by a Registered Deed of Gift dated the
13th July, 1973 and Registered with the Registrar of Assurance, at
Calcutta, Registered in Book No. I; Volume - 158; pages 87 to 91;

Being No. 4121 for the year 1973 Sri Ram Gopal Sharma gave, devised and bequithed by way of absolute Gift the premises No. 16, Chakraberia Road (North) to his wife Smt. Satyabati Devi Sharma, and his four sons, Ajit Kumar Sharma, Ranjit Kumar Sharma, Pritam Kumar Sharma and Naresh Kumar Sharma who become owners of the above premises No. 16, Chakra Beria Road (North), P.S. Ballygunge, Calcutta - 700 020, jointly each having equal one-fifth shares of the said premises. The above premises is more particularly mentioned and described in Schedule - "A" hereunder.

By another Deed of Gift dated the 27th May, 1974 said Sri Ram Gopal Sharma as Donor gave, devised and bequithed the premises No. 2368 on Streek V-2, Sector 23-C in the town of Chandigarh under Union Territory to Smt. Satyabati Devi Sharma, wife of Sri Ram Gopal Sharma and his four sons, Sri Ajit Kumar Sharma, Sri Ranjit Kumar Sharma, Sri Pritam Kumar Sharma and Sri Naresh Kumar Sharma and deed was registered with Registrar of Assurance at Calcutta and Registered in Book No. 1, Volume No. 103, Being No. 3127, Pages Nos. 250 - 254 for the year 1974. The above premises is more particularly mentioned and described in Schedule 'B' hereunder.

And Whereas the Settlor with a view to avoid future dispute and differences between the settlor and his brothers and for diverse other Causes and Consequences hereby appoint the Settlor's mother Smt. Satyabati Devi Sharma as Trustee to hold in Trust absolute his one-fifth share of the Settlor in premises No. 16, Chakraberia Road (North), Calcutta - 700 020 as well as the property being premises No. 2368 on Street V-2, Sector 23-C in the town of Chandigarh, Under Union territory as Trustee during her natural life. Simultaneously with the execution of this present the Settlor hereby gives up all his right title and interest, easements, appertenances, claims and demands whatsoever with possession of the Settlor in the said two premises and divested himself of all his right title and interest and convey, transfer and assign the said one-fifth share of the two properties being premises No. 16, Chakraberia Road (North), P.S. Ballygunge, Calcutta - 700 020 and another premises No.2368, on V-2 Street, in Sector 23-C at Chandigarh which shall vest with the Trustee to be held by her during her life time as such Trustee shall enjoy all its rents issues and profits which/ utilised by shall be

her for her sole purpose and upon the death of said trustee ultimate beneficiaries the three other brothers of the Settlor namely Shri Ajit Kumar Sharma, Sri Pritam Kumar Sharma and Shri Naresh Kumar Sharma or their respective heirs, representatives, administrators, executors and assigns shall be the absolute owners of the said one-fifth share of the Settlor held by the Trustee during her natural life under this deed of trust and settlement.

The Trustee during her life time shall collect the rent issues and profits realisable from the tenants of the said premises to the extent of Settlor's share and shall utilise the same for the sole purpose of the Trustee and shall pay the Municipal Corporation taxes payable for the one-fifth share of the premises No. 16, Chakraberia Road (North), P.S. Ballygunge, Calcutta - 700 020 as well as the Property being premises No. 2368, on Street V-2, Sector 23 - V-C in the town of Chandigarh under the Union Territory. After the death of the Trustee the said one-fifth absolute share held by the Trustee under this Deed of Trust and Settlement shall vest absolutely with the

three brothers of the Settlor Ajit Kumar Sharma, Pritam Kumar Sharma and Naresh Kumar Sharma and free from all trust and encumbrances and simultaneously with the death of Smt. Satyabati Devi Sharma this Trust shall come to an end and then the said three brothers Ajit Kumar Sharma; Pritam Kumar Sharma and Naresh Kumar Sharma shall be absolute owners of the said one fifth share of the Settlor so far held in Trust in premises No. 16, Chakraberia Road (North), Calcutta - 700 020 as well as the property being premises No. 2368. On Street V-2, Sector - 23 -V-C in the town of Chandigarh under Union Territory. The Trustee has accepted this Trust by putting her signature. For the purpose of valuation of the said Settlor's one-fifth share in both the properties described in Schedule "A" and "B" hereunder is valued at Rs. 60,000/-.

THE SCHEDULE ABOVE REFERRED TO :

SCHEDULE - A

ALL THAT one storied building and one four storied dwelling house together with piece and parcel of land where unto belonging comprising 10 (ten) cottahs of which one-fifth share in premises No. 16, Chakraberia Road North, (called and known as "Gopal Mivas") within the Municipal limits of the town of Calcutta and comprised in holding No. 43 within (formerly 103-104), Division - VL, Sub-Division - K in Panchanagram appertaining to Government Khas Tauzi No. 1298 in P.S. Bhowanipore, Sub-Registration District Alipore in the District of 24 - Parganas South in respect whereof a sum of Rs. one seven annas and ten paise is payable annually as revenue to Collector of 24 - Parganas, Alipore with all structures and buildings including all lands with all its rights, lights, easements and appertenances, outhouses, garrage, walls and drains fixtures and fittings valued at Rs. 50,000/- (Rupees fifty thousand) only of which is butted and bounded in the manner following :-

On the North by

... Chakraberia Road North.

On the East by

... Partly by premises No. 15, Chakraberia Road (North) and partly by premises No. 17, Chakraberia Road (North).

On the South by

... Partly by premises No. 17, Chakraberia Road (North) and partly by the common passage - and

= 7 =

On the west by ... The said common passage beyond
which premises No. 19, Chakrabortia
Road (North), Calcutta.

SCHEDULE - B.

ALL THAT one fifth share of two storied construction on
the piece and parcel of land measuring 613'1 sq. yards with
structures the on site No. 14 Street V-2, Sector 23 -C at
present numbered as premises No. 2368 On Street V - 2 Sector - 23-C
in the town of Chandigarh, P.S. Chandigarh within Union Territory
with all structures and building including all lands with all
its rights, lights, easements and appertenances, outhouses,
gariages, walls and drains and fixtures and fittings valued
at Rs. 10,000/- (Rupees ten thousand) only and the property
is butted and bounded in the manner following :-

On the South by : V-2, Street.

On the East by : Plot No. 13, being premises No.
2367.

On the west by : Plot No. 15 being premises No.
2369 - A n d -

On the North by : Service Lane.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands the day month and year above-written.

501 Rajit Kumar Sharma

SIGNED AND DELIVERED at Calcutta in the presence of :

Accepted by me
Satyabrata Das Sharma
(in Hindi)

0501 Ram Gopal Sharma
8/0 Late Bangadada Sharma

16 Chakrabarti Road
75 Ballygunge Calcutta 20

I Read over explained and witnessed by me

501 Debesh Kumar Misra
Advocate High Court Calcutta
6. Old post office Cal-1

501 K. K. Kauria Kaper

501 Debesh Kumar Misra
Advocate Calcutta High Court

Dated this day of 1993.

B e t w e e n

Sri Ranjit Kumar Sharma

- A n d -

Smt. Satyabati Debi S-harma.

Deed of Trust and Settlement.



Mr. Pranob Kumar Ghosh,
Solicitor & Advocate,
6, Old Post Office Street,
Ground floor, Room No. 48,
Calcutta - 700 001.