



Administrative under B  
21, duly stamped  
for the 1<sup>st</sup> Stamp  
Act, 1895. Schedule  
No. 5 81

Two rupees were paid.

Amount  
Rupees 20  
Rupees 2  
Rupees 4  
Total 24

Registrar authorised under  
Section 7 of the Indian Regis-  
tration Act to perform the func-  
tions of the Registrar, Calcutta.

THIS INDEED  
this the 24th day of December <sup>1888</sup>

One Thousand Nine hundred and Fifty-eight <sup>1888</sup> BETWEEN SRI HARIPADA  
CHAUDHURY son of Krishn Prasad Ray Chaudhury deceased of 8-A  
South Sealdah Road within the Municipal limits of Calcutta in  
the district of 24 Parganas Hindu Landholder hereinafter called  
the SETTLOR ( which expression shall unless excluded by or  
repugnant

No. 666

Sold to Hari Pada Ray Chowdhury  
8 A. South Calcutta Road,  
Calcutta.

Calcutta Collectorate,  
Treasury.

The 23.12.1938.

2 c 150 30/-  
1 c 10/-  
1 c 12/-  
1 c 4/-  
412.8 8 412.50.

Sp. Day Chowdhury  
Tramur.



Presented for registration at 12 noon  
at the Calcutta Registration Office  
on the 21.12.1938 day of April 1938  
By Hari Pada Ray Chowdhury

are submitted.

Hari Pada Ray Chowdhury.

Etela S. Roy, 12/12/38

Ray Chowdhury, 80/12/12/38  
Ray Chowdhury, 8/8/12/38  
Road, Calcutta, New St, Land  
as Settlor among India Ram  
Chowdhury wife of Hari Pada Ray  
Chowdhury against Same  
Ghoshal

Sub-Registrar authorised under  
Section 7 of the Indian Regis-  
tration Act to perform the func-  
tions of the Registrar, Calcutta.

Settlor  
1753

Settlor  
1753

Trustee

1754

Sub-Registrar authorised under  
Section 7 of the Indian Regis-  
tration Act to perform the func-  
tions of the Registrar, Calcutta.

12/12/38  
Narendranath Banerjee, Advocate  
12/12/38  
Narendranath Banerjee, Advocate  
12/12/38  
Narendranath Banerjee, Advocate



(2)

MAN



(3)

"A" and "B" hereunder witness AND WHEREAS the Settlor has one son Sriman Lakshmi Ray Chaudhury and two daughters Sreemati Prabhavati and Sreemati Lilabati Kundu Das by his predeceased wife our daughters namely Sreemati Prabhavati Ray Chaudhury and Sreemati Bharati Ray Chaudhury - Sreemati Purabi Ray Chaudhury and Sreemati Karabi Ray Chaudhury and three grandsons namely Sreeman Hiranmoy Ray Chaudhury Sreeman Prabir Ray Chaudhury and Sreeman Samir Ray Chaudhury by his second wife the Trustee abovenamed and WHEREAS the two eldest daughters by his predeceased wife Sm. Prabhavati Ray Chaudhury and Sm. Lilabati Kundu Das had been given in marriage



(4)

marriage with suitable persons after spending large sums of money for those purposes and they being now in affluent circumstances AND WHEREAS the Settlor does not want to make and does not make, any further provisions for them AND WHEREAS the SETTGOR has educated and maintained according to the prevailing custom and status his eldest son the SETTGOR Lakshmi Prasad Ray Chaudhury and the SETTGOR's sons abovenamed are minors and the daughters a qual both minors and unmarried and are being educated and maintained by the SETTGOR AND WHEREAS in consideration of natural love and affection which the SETTGOR bears for his said sons and daughters AND WHEREAS in order to avoid any differences disputes and unpleasantness amongst the

sons

sons and daughters aforesaid in future the SETTLOR is now desirous of making suitable provisions for the future life of the said Sreeman Lakshmi Prasad Ray Chaudhury and his other sons and daughters by his second wife the said Sreemati Uma Rani Ray Chaudhury and the said Uma Rani Ray Chaudhury who are described hereinafter as the beneficiaries AND WHEREAS in pursuance of the said desire and for the above object the SETTLOR aforesaid intends to create a TRUST AND SETTLEMENT in respect of the properties described in - SCHEDULES "A" AND "B" hereinafter written to the intent and purpose hereinafter appearing AND WHEREAS for the purpose of Stamp Duty the Trust Properties described in Schedule "A" has been valued at Rs 9000/- and the Trust properties set out in Schedule "B" has been valued at Rs 46000/- aggregating to Rs 55,000/- ( fifty five thousand rupees) NOW THIS INDENTURE WITNESSETH that for effectuating the said desire and for consideration as aforesaid the SETTLOR doth hereby constitute nominate and appoint the said Sreemati Uma Rani Ray Chaudhury as the TRUSTEE and doth hereby grant convey, transfer, assign and assure unto and to the said TRUSTEE the properties described in the Schedules "A" and "B" heretofore mentioned together with all houses out-houses or out-buildings erections fixtures yards compounds trees and all other appendages godown sewars drain water water course liberties privileges rights lights appendages and appurtenances whatsoever AND all the estate right title property claim and demands whatsoever of the SETTLOR unto and upon the said Trust properties and every part thereof to have and to hold the same hereby granted conveyed transferred assigned or expressed or intended so to be unto and to the TRUSTEE or her SUCCESSOR or nominee to the use upon

upon TRUST with the following intent and purposes :-

- (a) To manage and do all things in connection with the said management including instituting suits or carrying on the pending cases or defending the same and to do all things and acts and every other thing and act for the better and efficient management of the said estate.
- (b) To collect and realise all rents issues and profits thereof
- (c) To pay out of the said income all Govt. Revenue cesses taxes and other impositions and outgoings in respect of the said properties
- (d) To pay out of the balance of income thereof and expenses and costs for maintenance and upkeep and repairs of the said properties as the Trustee shall think fit and proper
- (e) To make out of the rest and residue of such income and profits the payment in the following ways and manner :

To pay for the maintenance and education expenses of Sreeman Lakshmi Prasad Ray Chaudhury and other sons and daughters of the said RAY CHAUDHURY second wife abovenamed and provide for all their necessary and reasonable expenses for such purpose as the said TRUSTEE shall think fit and proper and also for the maintenance cost of my second wife Sreemati Uma Rani Ray Chaudhury till the end of her natural life according to their social status and position.

The said TRUSTEE shall make over and deliver the properties mentioned and described in Schedule "A" herein after written to my eldest son Sreeman Lakshmi Prasad Ray Chaudhury

chaudhury on his attainment of 26th year or by the 1st. day of  
 January One Thousand Nine hundred and Sixty whichever be earlier  
 when the said property will vest in my said son Sreeman Lakshmi  
 Prasad Ray Chaudhury who will get the said property in absolute  
 right and interest free from all encumbrances whatsoever and  
 the said Trustee or any body else will have no interest or  
 concern in respect of the said property after the said date nor  
 the said Sreeman Lakshmi Prasad Ray Chaudhury will have any  
 right or interest in any other property or properties of the  
 said Trust estate nor he shall have any claim thereto and the  
 Trustee will thenceforward stop maintaining and bearing any  
 educational expenses of him in any way from the said Trust -  
 estate and the properties in Schedule "A" will vest in Lakshmi  
 Prasad Ray Chaudhury and will thenceforward be excluded from  
 the control of the Trustee of this Trust and will cease to be  
 a part of the aforesaid Trust property. The said Trustee will  
 also get my daughters suitably married according to our social  
 status and position and spend requisite money for that purpose  
 from the said Trust properties set out in Schedule "B" as she  
 shall think fit and proper. The Trustee shall have power to  
 spend money out of the remaining Trust property for the benefit  
 of the other remaining beneficiaries. The TRUSTEE may re-  
 imburse herself or pay or discharge debts of the Trust Estate  
 and all expenses previously incurred after the execution of the  
 Trust; If the Trustee herself pay such expenses she will have  
 the first charge upon the Trust properties for such purposes.  
 The TRUSTEE may convert the TRUST PROPERTY in more profitable  
 way or in to other immoveable property or properties or can  
 improve the properties by construction and additions and altera-  
 tion or otherwise for the benefit of the Trust estate and shall  
 have power to acquire any new properties out of the Trust fund  
 for the benefit of the beneficiaries. The Trustee shall have

✓ power to sell mortgage or lease out or in any way deal with the Trust property for the better interest of the Trust estate and of the beneficiaries as the Trustee may think fit and proper. The properties so added or constructed shall be subject to the same Trust as are contained in these presents to the same intent and purpose as if the said property were expressly settled by these presents, and the Trustee shall keep clear and proper accounts of the Trust Properties and she shall have the power to appoint and discharge or dismiss employee or employees as she thinks fit and proper. The said Trustee shall make over and deliver one-fourth share of the property included in schedule "B" hereinafter written or any other properties added to the said Trust estate or such smaller or lesser share if other sons are born of the womb of my second wife ( i.e. all my sons already born or hereafter to be born along with my wife each will get one equal share of the property of the Trust) to each of the sons born or that may be born to my second wife on their attainment of 21st. year of age whereon they or each of them will get that or those share or shares of the properties absolutely subject however to the proportionate liability of education and marriage and maintenance expenses of my daughter remaining unmarried at that date or dates when the said shares will vest in him or them AND that the remaining equal one share ( taking each of my sons of the second wife and herself as one equal unit) of the Trust properties will be enjoyed by my wife the Trustee till the end of her natural life and on her death that share of the property will vest in the said sons now born or that may be born of my second wife hereafter who will take equally and absolutely and in whom the said share or shares will vest without any encumbrance whatsoever save and except the liabilities of maintenance education and marriage expenses of my unmarried daughters as stated above both born or

that

that may be born hereafter and maintenance allowance of the  
unmarried and invalid daughter or daughters hereinafter stated  
AND TO HAVE AND TO HOLD the rest and residue of the said estate  
unto and to the benefit and use of the said sons both born or that  
may be born and for my wife for their absolute use and benefit  
whatsoever PROVIDED always that as long as my youngest son now  
born or that may be born hereafter does not attain the age of 21  
years none of my sons will be entitled to get their share of the  
trust estate partitioned amongst them and the Trustee will remain  
in possession of the said properties so long as my said son does  
not attain the age of twenty one without any objection from any  
or the beneficiaries aforesaid. AND GOD forbid if any of the  
daughters already born or that may be born hereafter does not  
marry or become invalid by reason of disease or otherwise and  
remain unmarried then after my youngest son then living attains  
the age of twenty one years she or they will get a sum of Rupees  
Twenty five from each of my son or son's male heirs month after  
month and every month for her or their maintenance and other  
expenses till her or their death AND it is further provided that  
if the said TRUSTEE does not in any way dispose of her share of  
the property during her life time when the said share of the  
trust property of my wife also will devolve upon and vest in  
my sons born of her womb or their heirs who will survive my said  
wife on the tenor and condition mentioned herein and subject to  
the Trust aforesaid. My eldest son Sreeman Lakshmi Prasad Ray  
Chaudhury will not get any interest in the said shares of the  
property set out in schedule "B" aforesaid or any other property  
added to the same and GOD forbid if any of my sons dies before  
the completion of the age of 21 years or before marriage then  
his or their share or shares of the property will go to and  
vest in the other sharers born of my second wife including my  
said wife on the same terms and condition as aforesaid AFTER

the

the death of the TRUSTEE the SETTLOR will become the next  
 TRUSTEE if he be alive at that time. SETTLOR will have power to  
 nominate the next TRUSTEE. If the TRUSTEE outlive the SETTLOR  
 then after the death of the SETTLOR the present TRUSTEE will have  
 power to nominate and appoint the next TRUSTEE till the youngest  
 son attains the age of 21 years of age. If the TRUSTEE hereby  
 constituted or any future TRUSTEE to be nominated or appointed  
 under the POWER reserved herein or otherwise shall die or go to  
 reside abroad or shall desire to retire or become incapable of  
 executing the TRUST hereby in her or him reposed before the same  
 shall be fully executed it shall be lawful for the settlor during  
 his life and after his demise the continuing Trustee for the time  
 being or if there be no such surviving or continuing Trustees  
 then for the retiring trustee or the Executor or Administrator  
 of the last Trustee to nominate and to appoint any other person  
 or persons to be Trustee or Trustees in the place of Trustee  
 dying or going abroad or becoming incapable of acting as afore-  
 said And upon every appointment of a new Trustee or trustees as  
 aforesaid the Trust in respect of which he or they shall be  
 appointed shall be conveyed or assigned unto and vested in such  
 new Trustee or Trustees as occasion shall require AND every such  
 new Trustee or Trustees as well before or after the said -  
 properties shall have become vested in him or them shall have  
 all the powers and authorities of the Trustee in whose place  
 he or they shall be substituted. AND my said daughters of the -  
 second wife born or that may be born will not get any share of  
 the properties of this Trust save and except their maintenance  
 education and marriage expenses and save and except the monthly  
 allowance which any unmarried and invalid daughter or daughters  
 may get as aforesaid .The SETTLOR absolutely divests himself of  
 all personal benefits arising out of the property in the Schedule  
 hereinafter written and transfers the same in Trust to the  
 Trustees

Trustee for the benefit of the above named beneficiaries and the SETTLOR shall not claim any personal right whatsoever to the said properties or any portion thereof AND the SETTLOR doth hereby covenant with the TRUSTEE that notwithstanding any act deed or thing by the SETTLOR done or executed or knowingly suffered to the contrary he the SETTLOR now hath good right full authority to grant the said lands premises tenements and hereditaments hereby settled to the uses hereinbefore described concerning the same and in the manner aforesaid AND that SETTLOR will do all further deeds and things for further and more effectually assuring these presents unto the TRUSTEE aforesaid at the costs of the SETTLOR as shall be reasonably required.

SCHEDULE "A" REFERRED TO ABOVE:

1. ALL that piece and parcel of land held in Mokarari Mourashi right within District 24 Parganas under Police Station Entally Sub-Registry Sealdah Dihi Panchannagram within the Municipal limits of Calcutta bearing former premises No.9 - present No.9A Shibtala Lane, Division 3 Sub-Division 18 included in Holding No.15, bearing a monthly rent of Rs 3-1 anna out of the total area measuring more or less 6 cottahs 6 chittacks 19 square feet of which 2 cottahs 5 chittacks of land in the Eastern portion bearing a proportionate monthly rent of Rs 1-4 annas with one storied brick built old structure standing thereon and a structure of one roofed shed on the contiguous both to the North and South of the said building .Measurement of land on its four sides from North Eastern corner running lengthwise East to West - 29 feet 6 inches from the South

Eastern corner running lengthwise East to West - 31 feet 6 inches, Eastern side from the South Eastern Corner running lengthwise South to North - 54 feet; Western side from the South Western corner running lengthwise South to North 54 feet.

On the North - Common passage of premises No.89A,  
No.9/1, Shibtala Lane,  
On the South - The Road known as Guripara Road,  
On the East - The House of Sukh Lal Ray ,  
On the West - East of the drain 5 feet wide running lengthwise South to North - on the contiguous East of the Eastern two storied buildings standing on the Eastern portion of the premises No.9A, Shibtala Lane.

II. ALL that undivided four annas share of the common passage held jointly with Shantipada Ray Chaudhury for ingress and egress from the premises to the Shibtala Lane described in item No.1.

III. ALL that piece and parcel of raiyati land within the District of 24 Parganas under Police Station Entally sub-Registry Sealdah Dibi Panchannagram included within the Municipal limits of Calcutta Corporation. The premises No.15 South Sealdah Road having an area of 4 cottahs 14 chittacks 38 square feet more or less bearing a proportionate monthly rent of Rs 13/- (Rupees thirteen) for the godown at 15, South Sealdah Road out of the total monthly rent of Rs 27/- ( Twenty seven) for the premises No.14 & 15 South Sealdah Road together with a godown made of corrugated Iron sheets

on

On the North	- Premises No.7/2, Harimohan Ray Lane, the house of Sukhlal Ray,
On the South	- South Sealdah Road,
On the East	- Premises No.16/H/1 South Sealdah Road - the godown of Sadhu Charan Das ,
On the West	- Premises No.14, South Sealdah Road.

SCHEDEULE "B" REFERRED TO ABOVE:

1. ALL that piece and parcel of land held in Mokarari Mourash right within District 24 Parganas under Police Station Entally Sub-Registry Sealdah Dihi Panchannagram lying within the limits of the Calcutta Corporation Premises bearing former No.9 and present No.9A Shibtala Lane Division 3, Sub-Division 18 included in holding No.15 measuring about 3 cottahs 1 chittack 19 square feet more or less bearing a proportionate monthly rent of Rs 1-13 in the western portion out of the total area of 5 cottahs 6 - chittacks 19 sq.feet bearing a monthly rent of Rs 3-1 anna with the two storied brick built structures standing thereon, together with the drain running lengthwise south to north on the contiguous East of the Eastern wall of the said building

On the North - Premises No.9/1, Shibtala Lane of  
Shantipada Ray Chaudhury,

On the South - Guripara Road,

on the West. - The land of the holding No.16

belonging to Gobinda Chandra Latta  
and others.

On the East - Eastern limit of the five feet wide

drain running lengthwise south to north on  
the contiguous East of the Eastern wall of  
the two storied building at the above premises  
No. 9A, Shibtala Lane.

II. ALL that undivided four annas share of the common  
passage held jointly with Shantipada Ray Chaudhury for ingress  
and egress from the premises to Shibtala Lane described in item  
No. 1.

III. ALL that piece and parcel of Raiyati land within  
District 24 Parganas under Police Station Entally Sub-Registry  
Sealdah Dini Panchannagram within the Municipal limits of -  
Calcutta being the Premises Nos. 14 South Sealdah Road bearing  
a proportionate monthly rent of Rs 14/- out of the total monthly  
rent of Rs 27/- in respect of the Premises No. 14 & 15 South -  
Sealdah Road comprising an area of 5 cottahs 10 chittacks 25 sq.  
ft. more or less with one old one-storied building, two -  
structures one roofed with C.I. Sheet and the other with tiles  
and one-roofed shed used as a motor garage

on the North - Premises No. 7/2, Harimohan Ray Lane  
the house of Sukhlal Ray,

on the South - South Sealdah Road,

on the East - Premises No. 15, South Sealdah Road,

on the West - Premises No. 13/1, South Sealdah Road,  
belonging to Shantipada Ray Chaudhury.

IV. ALL that piece and parcel of land held in rent-free  
Niskar right within the District of 24 Parganas under the -  
Police Station Entally Dini Panchannagram comprised within the -  
Holding No. 26 at No. 32/1, Cannal South Road within the Municipal  
limits of Calcutta Division 4 Sub-Division 2 Present Sub-

Sub-Division J situated in Mouza Pagla danga containing an area of 5 Bighas 7 cottahs more or less including a Tank commonly known as "Bagan Bari".

On the North - Government's Canal surplus land and the passage for going to and coming from above holding No. 26.

On the South - Trailakya Nath Biswas's garden,

On the East - Garden and Tank of Hiralal Seal,

On the West - Late Rashmoni Passi's land.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

at Calcutta

In the Presence of :

1. Jagndratath Bone,  
135/3A. Bowbazar Street, Calcutta

2. Surendra Kumar Mitra  
12/3/1A South Sealdah Road  
Cal 15.

3. Laxmichandra Sarkar  
11, Belghata main Road Cal-10

SIGNED SEALED AND DELIVERED

at Calcutta

In the Presence of :

1. Jagndratath Bone  
135/3A. Bowbazar Street, Calcutta

2. Surendra Kumar Mitra  
12/3/1A South Sealdah Road  
Cal 15.

3. Maxhan Lal Ganguly  
14 South Sealdah Road

Typed by : Calcutta 15  
Sri Jashoda Lal Das,  
12 Old Post Office Street,  
Calcutta- 5.

✓ Hari Pada Roy Chowdhury

SETTLOR

MY  
SEAL

Uma Rani Roy Chowdhury

MY  
SEAL

TRUSTEE

Explained to the executors by me.  
Jagndratath Bone, Advocate  
135/3A. Bowbazar Street, Cal.

Sarada Charan Bhattacharjee

3/175 Jatin das Nagar  
Belgharia, 24 Parganas

Present Address. 8A. South Sealdah Road Calcutta

Girindra Kumar Chowdhury

vill. Kacherghat, Kailasahari, Tripura  
Present Address. 8A. South Sealdah Road  
Calcutta-15

Binimoy Roy Chowdhury

8A. South Sealdah Road, Cal-15.

Bimalendu Roy

7/2, Hari Mohan Roy Lane, Cal-

Book No. 1  
Volume No. 59  
Page No. 147 to 160  
Book No. 1719  
For the year 1959

DATED THIS THE 24<sup>th</sup> DAY OF DECEMBER  
1958

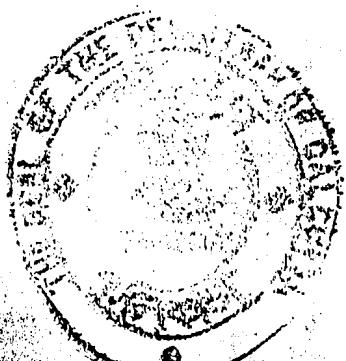
BEHIND

SRI HARIPADA RAY CHAUDHURY

AND

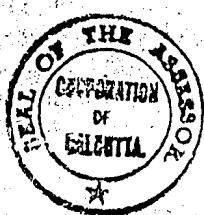
SREEMATI UMA RANI RAY CHAUDHURY

DEED OF TRUST



Sub-Registrar authorised under  
Section 7 of the Indian Regis-  
tration Act to perform the func-  
tions of the Registrar, Calcutta.

27.4.59.



For Dr. J. N. Bose  
F. A. A. M. E.  
Calcutta Corporation

27.3.60



Sri Nagendra Nath Bose,  
Advocate,  
135/3A, Bowbazar Street,  
Calcutta.

Sub-Registrar authorised under  
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tions of the Registrar, Calcutta.