



548

STAMP AFFIXED BY.

Recd 15/3/64

I 406

STAMP SUPERINTENDENT,
CALCUTTA COLLECTORATE

Stampable under rule 21, 1926,
stamped or exempt from stamp
and require stamp duty under
Indian Stamp Act 1898
Schedule I. A. No. 58A
Fees paid as under

*A 122/-
N 1/-
123/-*

11/3
Sub-Registered
15/3/64

THIS INDENTURE made this *Eleventh* day of March One
Thousand Nine Hundred and Sixty Four BETWEEN SM. SOVA
RANI ROY wife of Nagendra Nath Roy residing at No.310, - -
Chittaranjan Avenue, in the town of Calcutta, Landlady herein-
-after called the "SETTLOR" (which expression unless excluded
by or repugnant to the context shall include her heirs -
executors administrators representatives and assigns) of the
ONE PART: A'N D the said SM. SOVARANI ROY and the said -
Nagendra Nath Roy son of late Balaram Roy also residing at
No. 310, Chittaranjan Avenue, in the town of Calcutta, Bengali
retired gentleman both hereinafter called the "TRUSTEES" -
(which expression unless excluded by or repugnant to the -
context shall include their successors in office for the time
being) of the OTHER PART:

W H E R E A S the Settlor is desirous of making -
provisions for her youngest son Pradip Kumar Roy a minor
School student aged about Ten years.

NOW THIS INDENTURE WITNESSETH that in consideration
of the premises and in order to give effect to her said -

ALL THAT the premises No. 9, Manmatha Dutt Road, Chitpore in the suburbs of the town of Calcutta particularly described - in the Schedule hereunder written and hereinafter referred to as the said premises.

TO HAVE AND TO HOLD the said premises hereby granted - transferred assigned and settled unto the said Trustees upon the Trust to the intent use and for the purposes hereinafter expressed that is to say:-

- (a) The Trustees shall stand seized and possessed of the said premises and hold the same for the benefit and use of the persons and upon the trusts and uses hereinafter - mentioned.
- (b) The Trustees shall realise the rents issues and profits of the said premises from the portions let out or to be let out by them and thereout in the first instance pay taxes - and other outgoings execute necessary repairs and do all and every thing necessary for the management, maintenance and preservation of the said premises.
- (c) After meeting all the aforesaid expenses the Trustees shall hold the entire income of the said premises for the benefit of the settlor's said youngest son Pradip Kumar Roy and his wife if any, during the term of their natural lives and spend the same for the education and maintenance of the said Pradip Kumar Roy and of his wife if any and for those of his children if any.
- (d) Upon the death of the said Pradip Kumar Roy and of his wife if any, the Trustees or Trustee so long as the Settlor and/or her said husband be living shall hold the said premises for the benefit of the sons and daughters of the said Pradip

said Pradip Kumar Roy then for the benefit of all the seven daughters of the Settlor in equal shares.

(e) Upon the deaths of the Settlor and of her said husband and of the said Pradip Kumar Roy and of his wife, if any, this trust will come to an end and the said premises will then absolutely belong to the sons and daughters of the said Pradip Kumar Roy in equal shares or if there be no son or daughter of the said Pradip Kumar Roy then to all the seven daughters of the Settlor in equal shares.

(f) Upon the death of the settlor or of her said husband the survivor of them shall become the sole Trustee. Upon the death of both the settlor and of her said husband the said Pradip Kumar Roy if of full age shall become the sole Trustee but if he be not of full age then the Settlor's daughter Sm. Nilima Karmakar and her husband Somendra Nath Karmakar shall become and remain Trustees until the said Pradip Kumar Roy attains majority and when the latter attains majority he shall become the sole Trustee in their place. In the event of the said Pradip Kumar Roy dying - after being a Trustee and leaving a widow she will become the Trustee.

(g) In all matters the trustees shall act jointly and if they cannot agree then by their majority and if there is no majority then the Trustees shall act by the opinion of the seniormost of them. If there be only one Trustee he shall act according to his discretion to the best interest of the beneficiary.

(h) Notwithstanding anything herein contained the Settlor and/or her husband while acting as Trustee or Trustees



authority to deal with or dispose of the vacant land or any portion thereof appertaining to the said premises - and to apply the consideration or the sale proceeds - obtained thereby in any manner they shall think fit in their sole discretion and further the Settlor and/or her husband while acting as Trustee or Trustees shall have no liability to render any account to any one in their dealings with the said premises or the income thereof and shall not be liable for impeachment of waste. Any other person or persons acting as Trustee under these presents will not have this special power or privilege and he or they shall be bound under the provisions of law to these presents applicable.

The Settlor hereby declares that she has no debts and that she is absolutely entitled to the said premises.

The Settlor hereby reserves to herself the power to - alter or add to these presents as would be considered necessary by her.

For the purpose of stamp duty the value of the said - premises is assessed at Rs.30,000/- (Rupees Thirty Thousand) only.

SCHEDULE ABOVE REFERRED TO:

Particulars of premises No. 9, Monmatha Dutt Road -
Chitpore, Calcutta.

ALL THAT the brick-built messuage hereditaments and premises together with the piece or parcel of revenue free land whereon or on part whereof the same is erected or built and containing an area of five Cottas Fourteen Chittacks and Forty Four Square

Feet be the same a little more or less situate and being plot No.26 of the surplus lands in Calcutta Improvement Scheme called Cossipore Chitpore open space formed out of the premises No. 14, South Paikpara Road and comprised in Holding No. 23 in the Sub-Division 18, Division I Dehi Panchannagram, Thana Chitpore, Sub-Registry Sealdah in the District of 24-Perganas and at present known as premises No. 9, Monmotho Dutt Road and at present butted and bounded on the NORTH by Anath Deb Lane on the SOUTH by 8/2, Monmotho Dutt Road on the EAST by 10A, Anath Deb Lane and on the WEST by Monmotho Dutt Road.

IN WITNESS WHEREOF the Settlor and the Trustees have hereunto set and subscribed their hands and seals the day and year first above written.

and the Trustees
SIGNED & SEALED BY THE SETTLOR AT
CALCUTTA IN THE PRESENCE OF:-

S. K. Roy
Settlor, Calcutta

Sunit Kumar Roy.
30, Chittaranjan Avenue,
Calcutta-6.

Sachindranath Dutt
7, Durga Chitra St.
Calcutta-6.

শ্রীমতি সোভাগমণী রায়

শ্রীমতি সোভাগমণী রায়

Nagendra Nath Roy-

Explained by me to all the
executants-

S. K. Roy

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Sora Rami Roy



ਸ਼ਿਖਰਿ ਮਾਤਾ ਰਾਜੀ-ਸੁਖ

11/3

শ্রীমতি রম্যতা রায়ী বায়

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Nagendra Nath Roy-

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Pratap chandra Bose

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 70 Nagendra Naik Roy
 12 Nagendra Naik
 Roy 80 haire Balaram
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P. Lander
 ✓ Rank of Lt Col
 Lt Colonel of Bore
 10 000 Foot
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 District 24 Parganas. One - 1
 by Caste. He
 by Profession. Same

DATED THIS 11th DAY OF March 1964.

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BETWEEN

SM. SOVA RANI ROY.

SETTLOR.

AND

SM. SOVA RANI ROY & ANR. TRUSTEES



Deed Extrajudicial
Witnessed
26/8/67
Signature
Copy to be sent
to

DEED OF SETTLEMENT.

Re: 9, Manmatha Dutt Road, Chitpore
Calcutta.

N-50.

Copy to be sent

to
6.12.73

Dr. Assessor



100. No. 136/10. 140.
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