



32

141 / EM 108  
Dead - 5  
11/2/05  
553/19  
EM 1490  
Exhibit-1 - 2885  
dt. 04.7.14  
EM 302  
Sol. dead - 5  
22.3.05

T.S- 131/04  
Savit Kr. Choudhury + 3 ors  
vs  
smf. Gayatri + 2 ors  
Civil Judge (Jr. Divn.)  
2nd Court, Alipore,  
South 24-Pargs.

STAMP AFFIXED BY  
*[Signature]*  
STAMP SUPERINTENDENT  
CALCUTTA COLLECTORATE  
*[Circular Stamp]*

Admissible under Rule 21 and also  
under Section 10 of the  
Bent Act, 1898 (agricultural  
land exempted from stamp duty)  
from the Indian Stamp Act, 1899,  
Schedule IA, No. 58 A  
Fee paid -

398/15  
EM-1938  
dt-14-5-15  
Ex/3-5 sheets  
dt-4-6-15

A 162 /  
m(a) 20 /  
m(b) 2 /  
or 2 /  
186 /

*[Signature]*  
Sub-Registrar, Alipore.  
Sadar -

THIS SETTLEMENT made this Fifth day of January one thousand nine hundred and sixty one BETWEEN SM. SAROJINI CHOWDHURANI widow of Bankim Chandra Chowdhury deceased a Hindu landlady at present residing at premises No. 43, S. R. Das Road, Ballygunge in the suburbs of the town of Calcutta hereinafter called the "SETTLOR" (which expression shall unless excluded by or repugnant to the context, be deemed to include her heirs, executors, administrators, representatives and assigns) of the One Part AND BIMAL CHANDRA CHOWDHURY son of Bankim Chandra Chowdhury a Hindu professional gentleman residing at premises No. 43, S. R. Das Road, Ballygunge in the suburbs of the town of Calcutta of the Second Part And SM. PARUL LATA CHOWDHURANI wife of Bimal Chandra Chowdhury residing at the said premises No. 43, S. R. Das Road, Ballygunge a Hindu Lady of the Third Part the parties hereto of

the

Ext 1

58A  
40000

A 162  
m(a) 20  
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or 2

186  
*[Signature]*  
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Organization

EM-1938  
EM-802  
EM 1490  
EM 302  
22.3.05



the Second and Third Part being collectively hereinafter called the "TRUSTEES" (which expression shall unless excluded by or repugnant to the context be deemed to include the Trustee or Trustees for the time being or their successor or successors-in-office) :

WHEREAS one Sarojini Chowdhurani the party hereto of the First Part by virtue of a Will of her paternal grandmother inherited large properties both moveable and immoveable within -- the then Province of Bengal :

AND WHEREAS the said Sm. Sarojini Chowdhurani out of the income of her estate purchased a plot of land being Plot No. under Scheme No. 496 Scheme No. XXXIII of the Trustees for the Improvement of Calcutta for valuable consideration :

AND WHEREAS the said Sm. Sarojini Chowdhurani built and/or caused to be built on the said plot of land purchased by her as aforesaid from the Trustees for the Improvement of Calcutta a one storied building now numbered 43, S. R. Das Road and particularly described in the Schedule "A" hereunder written :

AND WHEREAS the said Sm. Sarojini Chowdhurani out of her own monies purchased a building at Deoghar in Sonthal Parganas for valuable consideration particularly described in the Schedule "B" hereunder written :

AND WHEREAS the said Sm. Sarojini Chowdhurani has provided her third son Dr. Amal Chandra Chowdhury and her fifth son Sudhansu Kumar Chowdhury with cash monies sufficient to place them well established in life ;



3.

AND WHEREAS the said Sm. Sarojini Chowdhurani having given her eldest son Sudhir Chandra Chowdhury now Das in adoption to one Srish Chandra Das a wealthy Zamindar of Dacca now East Pakistan has nothing to do with the said Sudhir Chandra Das :

AND WHEREAS the said Sm. Sarojini Chowdhurani has some time past been keeping very indifferent health due to old age :

AND WHEREAS the said Sm. Sarojini Chowdhurani with intent to provide her Second son Bimal Chandra Chowdhury and his family has been desirous to make a settlement of her properties lying within the Union of India :

NOW THIS INDENTURE WITNESSETH AS FOLLOWS : -

1. \_\_\_\_\_ That in consideration of the natural love and affection for her son Bimal Chandra Chowdhury his wife Sm. Parul Lata Chowdhurani and their sons Sarit Kumar Chowdhury, Sanat Kumar Chowdhury, Samit Kumar Chowdhury, Sujit Kumar Chowdhury and Subrata Kumar Chowdhury the last two named being minors under the age of 18 years the Settlor hereby transfer and -- assigns Firstly All That brick built messuage tenement dwelling house being premises No. 43, S. R. Das Road particularly described in Schedule "A" hereunder written and Secondly All That brick built messuage tenement dwelling house at Rohini in Deoghar particularly described in Schedule "B" hereunder written respectively hereinafter referred to as the Trust Property TO HOLD unto the Trustees absolutely in trust to permit the Settlor and the Settlor's Second son Bimal Chandra Chowdhury and Sm. Parul Lata Chowdhurani wife of the Settlor's Second son Bimal Chandra Chowdhury to use and enjoy the trust property



4.

property during their respective life time and after their death that is to say, after the death of the Settlor, her Second son Bimal Chandra Chowdhury and Sm. Parul Iata Chowdhurani wife of the Settlor's Second son Bimal Chandra Chowdhury in trust for the benefit of the Settlor's grand-children Sarit Kumar Chowdhury, Sanat Kumar Chowdhury, Samit Kumar Chowdhury, Sujit Kumar Chowdhury and Subrata Kumar Chowdhury aforesaid and subject to the powers and provisions hereinafter expressed and declared :

2. \_\_\_\_\_ The Trustees or Trustee for the time being may at any time with the consent of the said Sm. Parul Iata Chowdhurani and after her death at the discretion of the Trustees or Trustee for the time being sell the premises hereby assigned or any of them and either apply the net proceeds in purchasing other properties, chattels or invest the same in such manner as he or they shall think fit and shall stand possessed of the proceeds and the investments representing the same, upon the like trusts and subject to the like powers and provisions as are hereinbefore declared concerning the premises hereby assigned or such of them as shall be subsisting or capable of taking effect ;

3. \_\_\_\_\_ Provided that while the premises hereby assigned or any of them shall remain in the possession of the said Sri Bimal Chandra Chowdhury and the said Sm. Parul Iata Chowdhurani, the Trustees shall not be bound to see the preservation thereof nor be answerable for any loss or injury which may happen thereto :

4. \_\_\_\_\_ The Trustees or Trustee for the time being may value and apportion any part of the Trust property hereby settled among the persons entitled thereto under the trusts hereof PROVIDED - ALWAYS that the Trustees or Trustee for the time being shall --

not





5.

not be entitled to do so until the youngest son of Bimal Chandra Chowdhury attains majority :

5. \_\_\_\_\_ The Settlor's son Bimal Chandra Chowdhury during his life time is hereby nominated the person to exercise the statutory power of appointing a new Trustee or Trustees hereof and after his death the said power of appointing new Trustees shall be vested in his wife Sm. Parul is she survives him :

6. \_\_\_\_\_ The Trustees shall hold the trust properties mentioned in the Schedule hereto or any property representing the same in trust during the life time of the Settlor and -- thereafter during the life time of the Settlor's Second son - Bimal Chandra Chowdhury and the Settlor's daughter-in-law Sm. Parul Iata Chowdhurani and in the event the said Sm. Parul -- Iata Chowdhurani dies before her youngest son attains majority, the Trustees to hold the same for the benefit of the Settlor's Second son Bimal Chandra Chowdhury and her grandsons Sreeman Sarit Kumar Chowdhury, Sreeman Sanat Kumar Chowdhury Sreeman Sarit Kumar Chowdhury, Sreeman Sujit Kumar Chowdhury and Sreeman Subrata Kumar Chowdhury who being makes shall -- attain the age of 22 years in equal shares.

7. \_\_\_\_\_ The Settlement hereby made shall be irrevocable.

8. \_\_\_\_\_ It is declared that the value of the properties /- hereby settled is Rs. 40,000/- (Rupees Forty thousand) only.

2

Alipona

Subor

SCHEDULE "A" ABOVE REFERRED TO.

ALL THAT one storied brick-built messuage tenement dwelling house together with the piece or parcel of revenue free land containing by estimation 3 cottas 11 chittacks 2 square



Square feet be the same a little more or less situate and being Plot No. 496 of the surplus lands in Calcutta Improvement Scheme No. XXXIII formed act of old premises No. 80, Russa Road (North and South portions) and comprised in Holding Nos. 15 and 15A in Sub Division T Division VI Dihi Panchannagram, Thana Tollygunge Sub Registry Alipore in the District of Twenty Four Parganas or Howsoever Otherwise and butted and bounded on the North partly by premises No. 14, Rajani Sen Road and partly by premises No. 16, -- Rajani Sen Road on the East by premises No. 45. S. R. Das Road on the South by S. R. Das Road and on the West by -- premises No. 41. S. R. Das Road.

SCHEDULE "B" ABOVE REFERRED TO.

ALL THAT one storied brick-built tenement dwelling house together with the piece or parcel of land thereunto belonging measuring one Bigha more or less situate in Mouza Parameshia Being Plot No. 354 of the town planning of Deoghar Touzi No. A Taluk Rohini in the District of Sonthal Parganas Sub-Division and Sub Registry Deoghar and butted and bounded on the North by the house of Sri Sanjib Chandra Chowdhury, on the East by Municipal Road on the South by Municipal Road and on the West by Plot No. 360 of the town planning of Deoghar or HOWSOEVER OTHERWISE.

IN WITNESS

শ্রীশ্রীমান শ্রীশ্রীমান  
 Binul Chandra Chowdhury.  
 শ্রীশ্রীমান শ্রীশ্রীমান





IN WITNESS WHEREOF the parties hereto 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.

শ্রীমতী মনোরম দেবী চৌধুরানী -



Primal Chandra Choudhury



Witnesses

Messrs (S.K. Saha Gupta)  
Solicitors  
5.1.61.

শ্রীমতী মনোরম দেবী চৌধুরানী



Saroj Kumar Datta  
Adv to Sri S.K. Saha Gupta  
Solicitors  
5.1.61.

This document is explained  
by me to Sri Sarojani Choudhuranee  
and Sri Primal Chandra Choudhuranee  
the witnesses nos 1 and 3 respectively

Messrs (S.K. Saha Gupta)  
Solicitors  
5.1.61.

Alipore  
Dr.





Witnessed the Registration No. 574  
1/15 A.M. or P.M. on the day  
of Jan. 1964. at the office of  
the Sub-Registrar Alipore Sadar  
by Sanjay Kumar Choudhury  
Assistant or clerks or attorney  
of ..... and  
a Power of attorney No  
for 19 ..... authenticated by the  
Sub-Registrar of

শ্রী শ্রী সত্যজিৎ চৌধুরী

Sanjay Kumar Choudhury

10/8 Sanjay Kumar Choudhury  
husband of Pratima Choudhury  
13/1 Bimal Chandra Choudhury  
21/1 Sanjay Kumar Choudhury  
by Sanjay Kumar Choudhury  
Son/wife of Bimal Chandra Choudhury  
of 43 G. R. Road  
of Thana  
District 24 Parganas  
by caste Sanjay by profession  
Landholder

Sanjay Kumar Choudhury  
Sub-Registrar, Alipore,  
Sadar.

64 stub

শ্রী শ্রী সত্যজিৎ চৌধুরী

Bimal Chandra Choudhury.

65

শ্রী শ্রী সত্যজিৎ চৌধুরী

66

Sanjay Kumar Dub

Sanjay Kumar Dub

by Sanjay Kumar Dub  
Son/wife of Kare Behari Das Dub  
of P. A. Old Post Office  
District Alipore  
by caste Sanjay by profession  
Landholder

Sanjay Kumar Dub  
Sub-Registrar, Alipore,  
Sadar.

67 stub





*[Faint, illegible text impressions, possibly bleed-through from the reverse side of the page.]*



Dated this 5<sup>th</sup> day of January 1961.



BETWEEN

Sm. Sarojini Chowdhurani.... One Part  
Bimal Chandra Chowdhury. ... 2nd Part  
AND  
Sm. Parul Lata Chowdhurani.. 3rd Part

18  
IS 181/0A

Civil Judge (Jr. Division,  
2nd Court, Alipore.

Suit No. 11 of 78  
by the Pft./Def.  
Exhibit No. 1

11.7.02  
21.2.24  
Sub-Registrar, Alipore.  
Sadar

DEED OF SETTLEMENT.

*[Handwritten signature]*



0.70  
24075  
2445  
1961  
*[Handwritten notes and scribbles]*

S. K. SEN GUPTA.  
SOLICITOR.

10. Old Post Office St. Calcutta.

*[Handwritten signature]*  
Sub-Registrar, Alipore.  
6.1.61