



STAMP AFFIXED BY. I 7073.

See 17/1/65

STAMP SUPERINTENDENT,
CALCUTTA COLLECTORATE



A 121.50
M 1.50

123.00

H. N. Saha
Sub-Registrar of Allpore
Dist. 24 PARGANAS

Admissible under Reg. Rule 21 also under Section..... of the Bengal Tenancy Act Nonagricultural Tenancy Act duly Stamped (or exempted from or does not require Stamp duty) under the India Stamp Act 1899 & also as amended by W. B. Stamp Amendment Act XVII of 1964. Schedule 1A No. *58 A*

FEE PAID

58A
0.2500
A 107.50
M 1.50
123.00

THIS INDENTURE made this 23rd day of August 1965
BETWEEN AMAR NATH NEOG *niyogi* son of Kiron Chandra Neogy deceased and
SATINATH NEOG *niyogi* son of Jyotish Chandra Neogy deceased both by re-
ligion Hindu and by profession service holders and both residing
at premises No.1/1, Prannath Pandit Street, Howanipore in the
suburbs of the town of Calcutta hereinafter jointly called the
"Settlers" (which expression shall unless excluded by or repugnant
to the context be deemed to include their heirs, executors, admin-
istrators, representatives and assigns) of the One Part of the
said Amar Nath *niyogi* and Satinath *niyogi* hereinafter jointly called
the "Trustees" (which expression shall unless excluded by or re-
pugnant to the context be deemed to include the trustee or trust-
ees for the time being) of the Other Part WHEREAS the Settlers on
the 29th day of December, 1964, purchased a portion of the said
premises No.1/1, Prannath Pandit Street in the suburbs of the
town of Calcutta particularly described in the schedule hereunder
written from its previous owners Sh. Khagendra Bala Mitra, Nalini
Nath Mitra, Sh. Gouri Bala Mitra and Jatindra Nath Mitra out of
Settlers' own money in the benami name of the Settlers' uncle
Krishna Chandra Neogy AND WHEREAS by a deed of release dated
- 18th day of August 1965 the said Krishna Chandra
Neogy conveyed, transferred and released his right, title and
interest ...

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interest in the said premises No. 1/1, Prannath Pandit street to the Settlers AND WHEREAS a plan of the premises so transferred, - released and conveyed by the said Krishna Chandra Neogy to the Settlers is annexed hereto AND WHEREAS the Settlers are seized and possessed of or otherwise well and sufficiently entitled to ALL THAT message, tenement, land, hereditaments and premises - fully described in the Schedule hereunder written and shown in the plan hereto annexed as their absolute property AND WHEREAS the Settlers are desirous of making provisions for the maintenance, support and residence of their widowed mothers Sn. Umarani Neogy and Sn. Jaharbala Neogy, widows of the late Kiron Chandra Neogy and Jyotish Chandra Neogy respectively in consideration of love and affection which the Settlers bear for their mothers, as hereinafter contained NOW THIS INDENTURE WITNESSETH that pursuant to such love and affection the Settlers doth hereby grant, transfer and convey unto the trustees ALL THAT message, tenement, land, hereditament and premises fully described in the schedule hereunder written OR HOWSOEVER OTHERWISE the said message, -- tenement, land, hereditaments and premises now is or heretofore was or were situated, butted and bounded, called, known, numbered and described or distinguished TOGETHER WITH all out-houses, buildings, yards, water, water-courses liberties, privileges, easements, profits and other advantages whatsoever to the said message, tenement, land, hereditaments and premises or any part or parcel -- thereof belonging or in any way anywise appertaining or with the same or any part of parcel thereof now or at any time heretofore held, used, occupied or enjoyed or accepted, reputed, deemed, -- taken or known as parts or parcels or members thereof or appertaining thereto AND ALL the estate, right, title, interest, inheritance, - reversion, claim and demand whatsoever both at law and in equity of the Settler into and upon the said message, tenement, land hereditament and premises and every part and parcel thereof - AND all deeds pattens, muniments, writings and evidences of title

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Sub-Registrar of Alipore
Dist. 24 PARGANAS

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whatssoever relating to the said message, land, hereditament and premises hereby granted, transferred and conveyed or to any part or parcel thereof now in the custody, power or possession of the Settlor or which he can procure without action or suit at law or in equity TO HAVE AND TO HOLD the said message, tenement, land, hereditaments and premises hereby granted or expressed so to be (which premises together with all other properties that may be acquired in substitution of the same or any addition thereto and all other accretions whatsoever which are hereinafter for the sake of brevity referred to as the 'Trust Estate') unto the Trustees in trust as hereinafter declared, that is to say :-

1. To stand, remain, possessed of and maintain the said Trust Estate and every part thereof and to realise the rent, issues and profits thereof, if any.

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2. Out of contributions to be made by the said two beneficiaries, namely, Sr. Uma Rani ^{Neogy} (widow of the late Kiron Chandra ^{Neogy}) and Sr. Jahar Bala ^{Neogy} (widow of the late Jyotish Chandra ^{Neogy}) in equal share or their representatives :-

(a) To pay the rates, taxes and other assessments and also all other outgoings in respect of the properties for the time being comprised in the Trust Estate.

(b) Out of the contributions to be made by the said beneficiaries as hereinbefore mentioned the trustees are to pay law charges, if any, repairs, maintenance and upkeep of the properties for the time being comprised in the Trust Estate.

3. TO HOLD the Trust Estate after meeting the aforesaid expenses upon Trust as hereinafter provided viz :-

(a) TO HOLD the Trust Estate for the use and benefit of the said Sr. Uma Rani ^{Neogy} and Sr. Jahar Bala ^{Neogy} during the term of their natural lives on Trust as follows :-



(a)....

(a) The trustees shall realise from the said Sn. ^{Neogy} Uma Rani ~~Neogy~~ and the said Sn. Jahar Bala ^{Neogy} ~~Neogy~~ or their representatives all sums necessary for the purpose of payment of rates, taxes, other assessments and outgoings in equal share.

(b) The trustees may in the event of default on the part of either the said Sn. Uma Rani ^{Neogy} ~~Neogy~~ or the said Sn. Jahar Bala ^{Neogy} ~~Neogy~~ to contribute the charges and expenses hereinbefore mentioned, pay out of their own pockets such sums as may be necessary for meeting the expenses hereinbefore mentioned, but in that event they will be entitled to realise the moneys spent by them or either of them out of their own pockets from the said Sn. Umarani ^{Neogy} ~~Neogy~~ or the said Sn. Jahar Bala ^{Neogy} ~~Neogy~~ or their representatives.

(B) The trustees may, and if called upon to do so by the beneficiaries they shall, partition the trust estate in such manner as they think fit, provided however that each of the beneficiaries should have the right to occupy and enjoy as nearly as possible one-half of the trust estate.

(C) Any partition effected by the trustees in terms hereof shall be binding on the beneficiaries, their heirs, and representatives.

(D) In the event of a difference of opinion between the trustees in the matter of partition of the trust property, such difference shall be referred to the arbitration of an Arbitrator to be appointed by the mutual consent of the trustees. The award to be made by the Arbitrator shall be final and conclusive and shall bind the beneficiaries, their heirs, and representatives.

(8)...



(E) The trustees shall take such further steps as may be required by law for the purposes of making the partition in terms hereof binding and effective including separate assessment of the Trust Estate by the Corporation of Calcutta.

(F) Notwithstanding the partition of the Trust Estate for the separate occupation and enjoyment of the beneficiaries in terms hereof and separate assessment of the Trust Estate, the Trust Estate shall continue to be treated as one unit for the purposes of this Trust and also for the purposes of payment of cost, charges, outgoings and taxes as hereinbefore mentioned.

(G) The trustees shall not let out any portion of the Trust Estate or grant any licence for occupation of any portion thereof to anyone other than the sons and daughters of the said Sn. Uma Rani ^{Neogy} ~~Neogy~~ and Sn. Jahar Bala ^{Neogy} ~~Neogy~~.

(H) On the death of both the said Sn. Uma Rani ^{Neogy} ~~Neogy~~ and the said Sn. Jahar Bala ^{Neogy} ~~Neogy~~ the trust hereby created shall come to an end and stand extinguished.

(I) In the event of death of either of the said Sn. Uma Rani ^{Neogy} ~~Neogy~~ and Sn. Jahar Bala ^{Neogy} ~~Neogy~~, the trust hereby created shall continue until the death of the survivor of the said Sn. Uma Rani ^{Neogy} ~~Neogy~~ and Sn. Jahar Bala ^{Neogy} ~~Neogy~~.

(J) In the event of the death of either of the said Sn. Uma Rani ^{Neogy} ~~Neogy~~ and Sn. Jahar Bala ^{Neogy} ~~Neogy~~, the trustees shall continue to hold the Trust Estate on trust as hereinbefore mentioned for the survivor among the said Sn. Uma Rani ^{Neogy} ~~Neogy~~ and Sn. Jahar Bala ^{Neogy} ~~Neogy~~ and the heirs and legal representatives of the deceased beneficiary.

(K) On the death of the survivor of the said Uma Rani ^{Neogy} ~~Neogy~~ and Sn. Jahar Bala ^{Neogy} ~~Neogy~~, the Trustees shall release, --
grant, --



grant, transfer, convey and assign absolutely the Trust Estate, and/or the partitioned portion thereof, if the Trust Estate had been partitioned as herein provided to themselves or in the event of the death of either of -
 them to the survivor among them and the heirs and legal representatives of the deceased trustee. In making such transfer, release or conveyance the portion of the Trust Estate allotted on partition of the Trust Estate to Sh. Uma Rani Neogi should be conveyed, transferred or -
 released to Amar Nath Neogi or his heirs and legal representatives and the portion allotted to Sh. Jahar Bala Neogi should be conveyed, transferred and released to -
 Satinath Neogi.

(L) In the event of the death of the trustees or either of them, the Settlor may, if alive, nominate another trustee or trustees. In default of such nomination by the Settlor the surviving trustee will continue to act as the sole trustee in terms thereof. In the event of death of both the trustees or their unwillingness or incapacity to act as trustee, the trustees or either of them may nominate such other person to act as a trustee or trustees in the event of default by the Settlor to nominate a trustee.

AND THE SAID SETTLOR DOTH HEREBY COVENANT WITH THE TRUSTEE AND DECLARE that notwithstanding any act deed or thing done by the Settlor to the contrary he the Settlor has good right full power - and absolute authority to grant transfer and convey and make over the said land and premises hereby granted, transferred, conveyed - and made over AND that the Trustees shall and may for all times - hereafter peaceably and quietly have and possess the said message tenement land hereditaments and premises hereby granted, transferred and conveyed and hold the same upon the trusts intents and purposes herein mentioned and declared without any interruption claim and

demand...



demand by the said Settlor or his representatives and assigns or any person lawfully or equitably claiming as aforesaid and that the said Settlor and all persons having or lawfully or equitably claiming as aforesaid shall and will from time to time and at all times hereafter upon the requests and at the cost of the Settlor do or cause to be done or executed all such acts, deeds and things whatsoever for further and more perfectly assuring the said message, tenement land hereditaments and premises hereby granted, -- transferred and conveyed and made over as may be reasonably required.

IT IS HEREBY AGREED AND DECLARED as follows :-

1. That in the event of the property or any part thereof being compulsorily acquired the compensation money for the same or in any other way any moneys coming into the hands of the Trustees on account or in lieu of the corpus of the Trust Estate shall be invested by the Trustees in immoveable properties and/or -- Government securities, Port Trust or Municipal Debentures, Debentures of Joint Stock Companies, Bank Shares, Preference Shares of sound industrial concerns or such other safe and approved securities at the very earliest opportunity and the properties so -- acquired will be deemed to be part of the Trust Estate.

2. Upon the determination of the Trust on the conditions hereinbefore mentioned, the Trustees shall make over possession of the Trust Estate to the persons in the manner hereinbefore mentioned and the Trust hereby created shall be extinguished and shall come to an end.

3. Any immoveable or moveable property that may hereafter be acquired by the trustees in substitution or any addition to the properties, with the funds belonging to the Trust Estate, or any building or structure that may be erected or any part of the Trust Estate shall also be deemed to be part of the Trust Estate

hereby...



hereby created and the provisions herein contained shall apply to the same.

4. For the purposes of stamp duty the property hereby settled are declared to be of the value of Rs. 20,000.00

Mr. ✓
P.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or plot of Revenue redeemed land measuring about 4 cottahs 13 chittacks 30 sq.ft. be the same a little more or less being the divided northern and western portions of the premises No.1/1, Prana Nath Pandit Street within the Municipal limits of the town of Calcutta together with partly one storied and partly two storied and partly three storied building and structures on part thereof situate lying at and being premises No.1/1, Prannath Pandit Street in Dihi Panchama-gram Division VI, Sub-Division 'M' in Shownipore being butted and bounded on the north by premises No.1, Prana Nath Pandit Street and 51, Padmapukur Road, on the East by Prana Nath Pandit Street on the South partly by the divided portion sold to the said Sn. Rembala Bose and partly by premises No. 1/2, Prana Nath Pandit Street and on the west by premises No. 53, Paddopukur Road, or howsoever otherwise the same may be butted bounded called known described or distinguished.

Mr. ✓
P.

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

SIGNED, SEALED AND DELIVERED by

Amar Nath Neogi and Satinath Neogi at 10 Hastings St, Calcutta in the presence of-

Amar Nath Niyogi.



Satinath Niyogi



Chinnilai
Solicitor, Cal

30.8.66

Sub-Registrar of Alipore
Dist. 24 PARGANAS
Dist. 24 PARGANAS



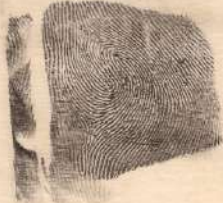
Presented for Registration at
 11/5/37 M or P.M. on the 30th
 day of Dec 1937 at the Office
 of the Sub-Registrar Alipur
 Sadar by *Amar Nath Naygi*
 Executant of Claimant or attorney
 for



Amar Nath Naygi

H. N. Naygi
 30.865
 Sub-Registrar of Alipur
 Dist. 24 PARGANAS

Amar Nath Naygi



8858

*Execution is at the time by
 1) Amar Nath Naygi on behalf
 of Karam Chandra Naygi (deceased)*

Sati Nath Naygi



8859

*Sati Nath Naygi
 Son/Wife of late Jagdish Chandra Naygi
 of 1/2 Karam Nath Naygi, Dad + Shri.
 Thane
 District 24 - Parganas
 by Profession in 1 Position
 + in 2 Sense,*

Krishna Chandra Naygi

*Execution is at the time by
 Krishna Chandra Naygi
 Son/Wife of late Karam Chandra Naygi
 of 8871 Subhakar Road
 Thane
 District 24 - Parganas
 by Profession Pensioner,*

H. N. Naygi
 30.865
 Sub-Registrar of Alipur
 Dist. 24 PARGANAS

3

DATED THIS 23rd DAY OF August

Shreeb - Rs 269/-

BETWEEN

AMAR NATH BEGGI & ANR.

AND

AMAR NATH BEGGI & ANR.



30.866
Sub-Registrar of
Dist. 24 PARGANAS

DEED OF TRUST

21

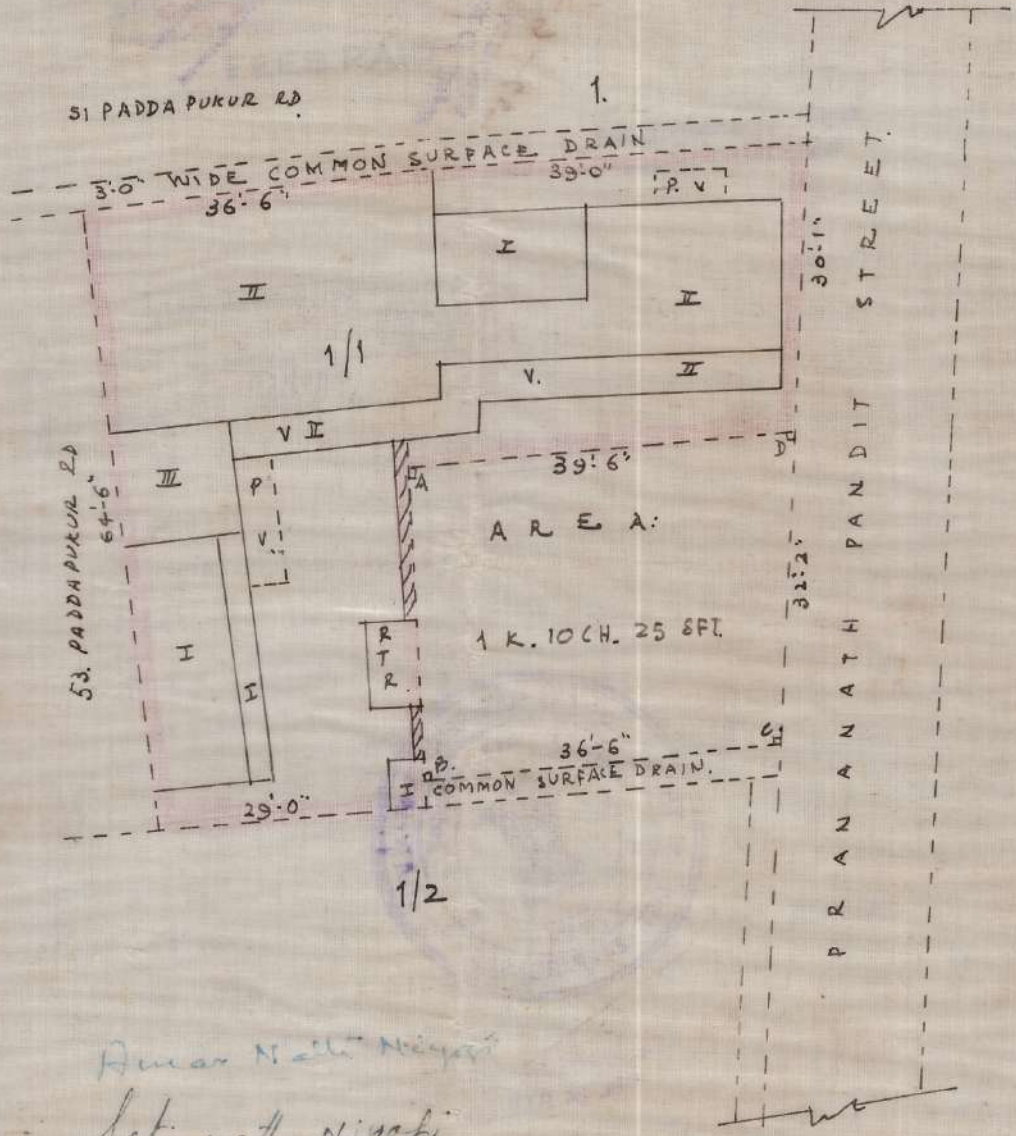
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Sub-Registrar of
Dist. 24 PARGANAS
3-9-65

Book No. 1
Volume No. 135
Pages 120 to 129
Being No. 7079
For the year 1965

DEED PLAN OF (PORTION OF) PREMISES NO. 1/1
 PRANATH PANDIT STREET MARKED RED.
 AREA:- 4 K. 13 CH. 30 SFT
 REMAINING PORTION OF 1/1 MARKED ABCD.
 SCALE. 16 FT = 1 INCH.



AREA:
 1 K. 10 CH. 25 SFT

Amar Nath Nigaji
 Sati nath Nigaji

Witness

(Signature)
 Solicitor, Calcutta

3

P. K. ...
Book No. 135
Volume No. 191
Page No. 7073
Being No. 7073
For the year 1865

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6-9-65

