



admissible under Sec-  
 21, Duly stamped under  
 the Indian Stamp Act  
 1899 & also as Amended  
 by W. Bengal Stamp  
 Amendment Act. 1962  
 Schedule IA No. 58A

Fee paid as above

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Registrar of Assurances  
 Calcutta

THIS DEED OF TRUST  
 DATED THIS 8<sup>th</sup> DAY OF January 1970.  
 BETWEEN :-  
 BIMAL KUMAR CHATTERJEE AND OTHERS  
 AND:-  
 SM. SMRITIKONA CHATTERJEE AND OTHERS.



8423 R. C. Kar Shanti

Docd P. P. A. C.

Calcutta Collectorate, Treasury. 5.1.70

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Presented for registration at the Calcutta Registration Office on the 9th day of January 1970. By Suren Chatterjee, Registrar of Assurances, Calcutta.

REGISTRAR OF ASSURANCES Calcutta 9.1.70

Suren Chatterjee, Suren Kumar Chatterjee, Suresh Kumar Chatterjee, Suresh Kumar Chatterjee, Suresh Kumar Chatterjee, Chatterjee, Registrar of Assurances, Over Road Calcutta.

Handwritten signatures and notes at the bottom left.

Rush Behari Shastri, Thumb impression of the executant is disposed with, 9.1.70, Registrar of Assurances, Calcutta.



THIS DEED OF TRUST DATED THIS 8<sup>th</sup> DAY OF *January*  
1970

BETWEEN:-

BIMAL KUMAR CHATTERJEE AND OTHERS

AND:-

SM. SMRITIKONA CHATTERJEE AND OTHERS.



8423 R. C. Kar Prasad  
 Calcutta Collectorate, Treasury. 5.1.1970  
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 Primal Kumar Chatterjee  
 Dileep Kumar Chatterjee  
 Sonitikaone Chatterjee  
 Kishore Chatterjee  
 Hare Chatterjee  
 Anil Kumar Chatterjee  
 Kunal Chatterjee  
 Kumar Chatterjee  
 Parat Bose  
 Primal Kumar Chatterjee  
 Sonitikaone Chatterjee  
 Kishore Chatterjee  
 Hare Chatterjee  
 Anil Kumar Chatterjee  
 Kunal Chatterjee  
 Kumar Chatterjee  
 Parat Bose  
 Primal Kumar Chatterjee  
 Sonitikaone Chatterjee  
 Kishore Chatterjee  
 Hare Chatterjee  
 Anil Kumar Chatterjee  
 Kunal Chatterjee  
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Warrant  
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 Registrar of Companies  
 Calcutta

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THIS DEED OF TRUST DATED THIS 8<sup>th</sup> DAY OF January  
1970.

BETWEEN:-

BIMAL KUMAR CHATTERJEE AND OTHERS

AND:-

SM. SMRITIKONA CHATTERJEE AND OTHERS.

THIS INDENTURE 00000000



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8423 R. C. Kar Director

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Calcutta Collectorate,  
Treasury.

The 5<sup>th</sup> 1970

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THIS INDENTURE made this 8<sup>th</sup> day of --

January 1970 BETWEEN 1. BIMAL KUMAR CHATTERJEE  
-E son of Kusum Kumar Chatterjee, deceased, 2. SM. --  
SMRITIKONA CHATTERJEE, 3. KISHORE CHATTERJEE, 4. ALOKE .  
CHATTERJEE, nos. 2, 3 and 4 being widow and sons res-  
pectively of Anil Kumar Chatterjee deceased. 5. SALLEN  
-DRA KUMAR CHATTERJEE son of said Kusum Kumar Chatter-  
jee, deceased, 6. SURATH KUMAR CHATTERJEE son of Kusum  
Kumar Chatterjee, deceased and 7. MONINDRA KUMAR --  
CHATTERJEE son of said Kusum Kumar Chatterjee, deceas-  
-ed, all by caste Brahmin, by occupation landholders,  
business and service-holders, all residing at 59A, -  
Sarat Bose Road, within the Municipal limits of Cal-  
cutta, hereinafter collectively called 'THE SETTLORS'  
(which expression shall unless excluded by or repug-  
nant to the context be deemed to include their res-  
pective heirs executors administrators legal represen-  
tatives and assigns) of the ONE PART AND 1. SM. SMRITI  
KONA CHATTERJEE, widow of said Anil Kumar Chatterjee -  
deceased +++++





REGISTRAR OF ASSURANCES

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deceased and 2. MONINDRA KUMAR CHATTERJEE son of said Kusum -  
Kumar Chatterjee, deceased, both residing at 59A, Sarat Bose  
Road, within the municipal limits of Calcutta, both by caste  
Brahmin, by occupation landholders, hereinafter collectively  
called 'THE TRUSTEES' (which expression shall unless excluded  
by or repugnant to the context be deemed to include their --  
successors in office and assigns) of the OTHER PART.

WHEREAS the settlors are jointly seised and possessed of or  
otherwise well and sufficiently entitled to the message --  
land tenement hereditament and premises mentioned in Parts  
I, II and III of the Schedule hereunder written and inten-  
ded to be hereby settled.

AND WHEREAS the settlors for the more convenient user and -  
enjoyment of the said several hereditaments and premises and  
with a view to ensure peace and contentment in the family  
have agreed to transfer the said several hereditaments and  
premises to the trustees subject to the uses and trusts --  
hereinafter mentioned.

AND WHEREAS the trustees have agreed to act as trustees of  
these presents and in token of such acceptance of the trust  
have agreed to join in these presents.

AND WHEREAS the settlors have no debts or other encumbran-  
ces affecting the properties.

AND WHEREAS for the purpose of stamp duty payable on these  
presents the said several hereditaments and premises are -  
valued at Rs. 50,000/--.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said  
desire and in order to give effect thereto and in consider-  
ation of the premises aforesaid the settlors do and each of  
them \*\*\*\*\*





REGISTRAR OF ASSURANCE  
Calcutta

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them doth hereby grant transfer convey assign and assure -  
 unto the trustees the said several messuages land tenement -  
 hereditament and premises mentioned in parts I, II and III  
 of the Schedule hereunder written with all appertences --  
 and hereinafter referred to as the Trust Properties OR HOW-  
SOEVER OTHERWISE the said trust properties may be described  
 or distinguished TOGETHER WITH all Deeds Pattans and other .  
 writings in anyway relating thereto or any of them or any  
 part thereof in the possession custody and power of the -  
 settlors or which the settlors may or can procure from any  
 other person or persons without any action or suit and all  
 right title interest claim and demand of the settlors in to  
 and upon the said Trust properties TO HAVE AND TO HOLD the  
 said trust properties hereby settled or expressed or inten-  
 ded so to be and every part thereof with the said trust --  
 properties with all other properties that may be acquired  
 in substitution of the same or in addition thereto out of  
 the income thereof or otherwise and all other accretions -  
 whatsoever thereto hereinafter referred to as the Trust -  
 properties upon the following trusts, that is to say :-

1. The Trustees shall take possession and manage the --  
 trust estate and induct such tenants at such portions of -  
 2/1A, Mohendra Road being the trust property referred to -  
 in part II of the Schedule hereunder written for such terms  
 and on such condition as the Trustees may think fit and -  
 shall collect the rents and profits thereof from the said -  
 tenants either amicably or by suit or other legal procee-  
 dings as the Trustees may think fit.

2. ++++++





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2. From and out of the fund to be contributed by the settlors and their assigns to pay and meet at the first instance all costs of collection including salaries of persons employed for the purpose for keeping the trust account and the cost of suits and proceedings and law charges and thereafter pay - the Municipal taxes and other outgoings in respect thereof and also the cost of maintenance and periodical repairs as may be necessary for keeping the trust properties in good and tenantable repair and condition and shall also meet all expenses for protecting and defending the trust properties for all of which the settlors have agreed to put into the hands of - the Trustees a sum of Rs.6000/- per annum, such sum to be contributed by the settlors, that is to say:-

a) Each of the settlors would pay 20% of the said sum of Rs.6000/- and Sm. Smritikona Chatterjee, Kishore Chatterjee and Alope Chatterjee jointly would pay the said sum of 20% of the said Rs.6000/-.

3. Subject to the comfortable right of residence of Sri -- Bimal Kumar Chatterjee in the first floor and for use of his office and parlour in the ground floor for the term of his -- natural life, the trustees shall allow the settlors Sm. -- Smritikona Chatterjee, Kishore Chatterjee and Alope Chatterjee their heirs and assigns free uninterrupted <sup>use</sup> and occupation to the exclusion of others of the first floor including the -- stair-case and the two small rooms and the terrace on the -- second floor of premises No. 59A, Sarat Bose Road the property mentioned in part I of the Schedule hereunder written -- <sup>including Item 7 of Part I and item P of Part II in the schedule</sup> without any further or other obligations with their family -- invitees licensees without any let or hindrance from any -- other \*\*\*\*\*

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*St. Mue*

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*St. Mue*







UNIVERSITY OF CALIFORNIA  
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other person. They shall also have further right at their own cost to construct on the open terrace of the Second floor -- and on such constructions being made the Trustees shall allow --w them the use and benefit of it.

4. Subject to the comfortable right of residence of Sri Bimal Kumar Chatterjee in the first floor and for use of his office and parlour in the ground floor for the term of his natural life, the trustees shall similarly allow the settlor Monindra Kumar Chatterjee his heirs and assigns free uninterrupted use and occupation to the exclusion of others of the ground floor of the said premises No.59A, Sarat Bose Road the property mentioned in Part I of the Schedule hereunder written with his family invitees licensees without any let or hindrance from any other person.

5. The trustees shall pay for his or their absolute use, to the Settlor Sainendra Kumar Chatterjee his heirs and -- assigns the rent income without deducting therefrom the -- cost of maintenance and repairs or municipal taxes, the rent realised by them from out of the ground and 2nd floor of -- premises No.2/1A, Mohendra Road the property mentioned in -- Part II of the Schedule hereunder written such second floor having been constructed by the said settlor Sainendra Kumar Chatterjee with his own cost and expenses, such payment to be without any deduction therefor of any outgoings in the shape of municipal taxes maintenance and repairs.

6. The trustees shall pay to the Settlor Surat Kumar -- Chatterjee his heirs and assigns for his absolute use the rent income realised out of the first floor of premises No. -- 2/1A, Mohendra Road being the property mentioned in Part II of the Schedule hereunder written such payment to be without any deduction of any outgoings in the shape of municipal taxes, maintenance and repairs.





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Calcutta

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7. The trustees shall allow said Bimal Kumar Chatterjee -- free and uninterrupted use for the term of his natural life of the portion of the garage block shown as Lot 9 in the map or plan annexed hereto being portion of premises No-2/1A, Mohendra Road mentioned in Part II of the Schedule hereunder written free of any liability for payment of any outgoings or municipal rates and taxes in respect of the same.

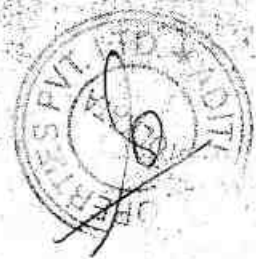
8. On the death of the last survivor of the settlors, the trust properties mentioned in parts I, II and III of the Schedule hereunder written shall vest absolutely in the following manner:-

a) The first floor of premises No-59A, Sarat Bose Road mentioned in part I of the Schedule hereunder written will vest in the heirs of Alok Chatterjee and Kishore Chatterjee absolutely in equal shares intention being that the heirs of Alok Chatterjee shall be entitled to the half of it and if their would be more than one heir the said half share would vest in them absolutely and like wise the other half would vest in the heirs of Kishore Chatterjee absolutely and if more than one as amongst them equally.

b) The ground floor of premises No-59A, Sarat Bose Road mentioned in Part I of the Schedule hereunder written will vest absolutely in the heirs of Monindra Kumar Chatterjee for their exclusive use and enjoyment, and if more than one in equal shares.

c) The ground floor and second floor of premises No-2/1A, Mohendra Road mentioned in Part II of the Schedule hereunder written will vest absolutely in the heirs of Sailendra Kumar Chatterjee and for ever and if more than one in equal shares.

d). +++++



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7. The trustees shall allow said Bimal Kumar Chatterjee -- free and uninterrupted use for the term of his natural life of the portion of the garage block shown as Lot 9 in the map or plan annexed hereto being portion of premises No-2/1A, Mohendra Road mentioned in Part II of the Schedule hereunder written free of any liability for payment of any outgoings or municipal rates and taxes in respect of the same.

8. On the death of the last survivor of the settlors, the trust properties mentioned in parts I, II and III of the Schedule hereunder written shall vest absolutely in the following manner:-

a) The first floor of premises No-59A, Sarat Bose Road mentioned in part I of the Schedule hereunder written ~~will vest~~ *with all additional constructions, if any, part of the map or plan No 79 Part I and Lot P of Part I (b) in the said map or plan shall vest in* in the heirs of Alok Chatterjee and Kishore Chatterjee absolutely in equal shares intention being that the heirs of Alok Chatterjee shall be entitled to the half of it and if their would be more than one heir the said half share would vest in them absolutely and like wise the other half would vest in the heirs of Kishore Chatterjee absolutely and if more than one as amongst them equally.

b) The ground floor of premises No-59A, Sarat Bose Road mentioned in Part I of the Schedule hereunder written will vest absolutely in the heirs of Monindra Kumar Chatterjee for their exclusive use and enjoyment, and if more than one in equal shares.

c) The ground floor and second floor of premises No-2/1A, Mohendra Road mentioned in Part II of the Schedule hereunder written will vest absolutely in the heirs of Sailendra Kumar Chatterjee and for ever and if more than one in equal shares.

d). +++++







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REGISTRAR OF COMPANIES  
Calcutta

d) The first floor of premises No.2/1A, Mohendra Road -- mentioned in Part II of the Schedule hereunder written will vest in the heirs of Dr. Surath Kumar Chatterjee absolutely and for ever and if more than one in equal shares.

*St. Mrs. S. S. S. S.*

e) The portion marked as Lot Q and intended for the use of Bimal Kumar Chatterjee for the term of his natural life shall on his demise be held by the Trustees for benefit of Alok Chatterjee and Kishore Chatterjee and their heirs and the Trustees shall allow the settlors Alok Chatterjee and Kishore Chatterjee to put necessary funds for the purpose of development of the said Lot Q and the Trustees shall on separation and amalgamation of the said Lot Q with 59A, Sarat Bose Road effect such development for the benefit of said Alok Chatterjee and Kishore Chatterjee and their respective heirs and the said Lot Q as developed would vest in the heirs of said Alok Chatterjee and Kishore Chatterjee absolutely as when the trust comes to an end on the death of the last survivor amongst the said settlors. PROVIDED ALWAYS such development and benefit would accrue to said Alok Chatterjee and Kishore Chatterjee and their heirs if they or their heirs had paid Rs.15,000/- in the hands of the trustees for payment to the settlors other than said, Alok Chatterjee, Kishore Chatterjee and the heirs of Bimal Chatterjee and if at that time any one of more of those Settlers entitled to the benefit of that fund of Rs.15,000/- is dead his or their heirs would receive the fund from the Trustees.

*St. Mrs. S. S. S. S.*

*St. Mrs. S. S. S. S.*

f) Whilst and during the time that the trust created by these presents continue the portion shown as <sup>(13) and (14)</sup> ~~Lot Q~~ in the

map +++++

*St. Mrs. S. S. S. S.*

*[Handwritten signature]*



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REGISTRAR OF COMPANIES  
Calcutta  
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map or plan hereto annexed and being portions of premises No. 59A, Sarat Bose Road and 2/1A, Mohendra Road particularly -- described in Part III of the said Schedule shall continue to be used and enjoyed as the common passage for the benefit of both the premises and even when the trust comes to an end and the properties vest absolutely in the heirs of the settlors in the manner hereinbefore provided, the said common passage marked in the plan would continue to be so used and enjoyed for the benefit of all the heirs in whom such properties -- would vest absolutely.

THE SCHEDULE ABOVE REFERRED TO :

PART I (a)

ALL THAT partly three storeyed mainly two storeyed brick built messuage or dwelling house together with piece or parcel or revenue free land thereunto belonging whereon or on part whereof the same is erected and built containing by estimation an area of 4 Cottahs 12 Chittacks and 12 Sq. ft. be the same a little more or less situate lying at and being premises No. 59A, Sarat Bose Road (formerly Lansdowne Road) being part of holding No. 629/547 (formerly No. 174) 574 (formerly No. 174D) and 576, all in sub-division M, Division VI, Dihi Panchannagram, in the District of 24-Parganas, Thana Bhowanipore, Sub-registration District Alipore and delineated in the map or plan annexed hereto and thereon shown as lot '10' and butted and bounded in the manner following, that is to say -

On the North by : SARAT BOSE ROAD.

On the East by : 59B, SARAT BOSE ROAD.

on .....







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REGISTRAR OF ASSURANCES  
Calcutta

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12 -- (9) :-

On the South partly by : 2/1/A, MAHENDRA ROAD, and partly by the common passage shown by Red Border in the map or plan annexed hereto.

On the West by : 2, MAHENDRA ROAD.

PART I (D)

ALL THAT portion of partly brick built and partly corrugated iron roofed garage together with piece or parcel of rent free land thereunto belonging whereon or on part whereof the same is erected and built measuring 0 Cottah 2 Chittacks 25 Sq. ft. be the same a little more or less situate lying at and being portion of municipal premises No. 2/1A, Mohendra Road, within the Municipal limits of Calcutta, shown in the map or plan annexed hereto as lot 'P' and contiguous to and attached with the other portion of the garage situated on the premises No. 59A, Sarat Bose Road (formerly Lansdowne Road) being portion of holding No. 629/547 (formerly No. 174) 574 -- (formerly No. 174D) and 576, all in sub-division M, Division VI, Dighi Pachannagram, in the district of 24-Parganas, thana Bhowanipore, Sub-registration District Alipore and butted and bounded in the manner following, that is to say -



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REGISTRAR OF COMPANIES  
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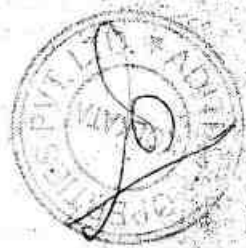
On the North by : 59A, Sarat Bose Road,  
 On the East by : 2/2A, MAHENDRA ROAD,  
 On the South by : Other Part of 2/1/A, MAHENDRA ROAD,  
 On the West by : COMMON PASSAGE OF 59A, SARAT BOSE  
 ROAD AND 2/1/A, MAHENDRA ROAD shown  
 in the map or plan and thereon --  
 bordered by Red Border.

PART II

ALL THAT 3 storeyed brick built message dwelling house together with piece or parcel of revenue free land thereunto belonging whereon and on part whereof the same is erected and built containing by estimation an area of 3 Cottahs 4 Chittacks 33 Sq. ft. be the same a little more or less situate lying at and being portion of municipal premises No. 2/1A, Mohendra Road, being part of holding No. 629/547 (formerly 174), 574 (formerly 174B) and 576, all in Sub-division M, Division VI, Dihi Panchannagram, in the District of 24 Parganas, Thana Bhowanipore, Sub-registration District Alipore and delineated in the map or plan annexed hereto and thereon shown as lot 'Q' in two parcels and butted and bounded in the manner following, that is to say - Item No. 8, 9 and 10 shown in the said plan being bounded by the following boundry :

On the North by : 59A, SARAT BOSE ROAD,  
 On the East by : The Common Passage shown in the map or plan annexed hereto and thereon coloured by Red Border.

On .....



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Registrar of Assurances  
Calcutta

14 - (11) :-

On the South by : MAHENDRA ROAD ,  
On the West by : 2, MAHENDRA ROAD  
and Item No. 11 shown in the said plan is bounded  
by the following boundary :

On the North by : Portion of 59A, Sarat Bose Road  
shown as Lot 'P' in the plan  
annexed hereto.

On the East by : 2/2A, Mahendra Road,

On the South by : Mahendra Road,

And On the West by : the Common Passage shown in the  
map or plan annexed hereto and  
thereon coloured by Red Border.

PART III

ALL THAT piece or parcel of common passage or  
pathway shown in the said map or plan annexed hereto  
measuring 1 Cottah 0 Chittacks 6 Sq. ft. out of --  
which 0 Cottah 13 Chittacks 41 Sq. ft. appertains to  
premises No. 2/1A, Mahendra Road and the remaining  
portion viz: 0 Cottah 2 Chittacks and 10 Sq. ft. --  
appertains to 59A, Sarat Bose Road (formerly Lansdowne  
Road) being part of holding No. 629/547 (formerly 174),  
574 (formerly No. 174B) and 576, all in Sub-division M,  
Division VI, Dinh Panchannagram, in the district of  
24 Parganas, Thana Shewanipore, Sub-registration --  
District Alipore, and butted and bounded in the manner  
following, that is to say -

On .....







REGISTRAR OF COMPANIES  
Calcutta

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On the North by : 59A, SARAT BOSE ROAD,

On the East by : PARTLY BY 59A, SARAT BOSE ROAD and  
PARTLY BY 2/1/A, MAHENDRA ROAD,

On the South by : MAHENDRA ROAD,

On the West by : PARTLY BY 59A, SARAT BOSE ROAD and  
PARTLY BY 2/1/A, MAHENDRA ROAD.

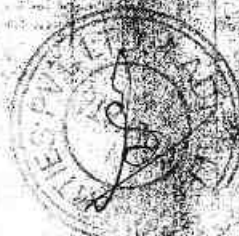
IN WITNESS WHEREOF the parties hereto have sit and  
subscribed their respective hands and seals the day month  
and year first above written.

SIGNED, SEALED AND DELIVERED  
AT CALCUTTA IN THE PRESENCE OF :-

*R. C. Bose*  
Solicitor, Cal

*Rash Behari Shaw*  
Clerk to Mr. R. C. Bose  
Solicitor  
7, Old Post Office Street  
Calcutta.

*Bimal Kumar Chatterjee*  
*Sushil Kumar Chatterjee*  
*Horo H. Horo Chatterjee*  
*Krishna Chatterjee*  
*Satendra Kumar Chatterjee*  
*Sunath Kumar Chatterjee*  
*Manindra Kumar Chatterjee*  
*Sushil Kumar Chatterjee*  
*Manindra Kumar Chatterjee*  
Trustee





OFFICE OF THE SECRETARY  
CALCUTTA





Registrar of Companies  
Calcutta