



COLLECTORATE.

9.12.42

Admissible under rule 21, duly stamped
under the Bengal Stamp (Amendment)
Act 1922 Schedule I A, No. 58.

Sd/- Ch. ...

Registrar of Calcutta.

Fee paid as under.

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THIS INDENTURE made this *Nineteenth* day of *December* One
thousand nine hundred and forty- two BETWEEN SIR UPENDRA ---
20 - NATH BRAHMACHARI Kt., son of Dr. Nilmony Brahmachari deceased
of No. 19 Loudon Street in the town of Calcutta by caste ---
Brahmin by occupation Physician and Landholder hereinafter -
referred to as the "SETTLOR" (which expression unless repug-
nant or contrary to the context shall include his heirs ----
executors administrators representatives and assigns) of the
ONE PART and the said Sir UPENDRA NATH BRAHMACHARI Kt., ----
hereinafter referred to as the "TRUSTEE" (which expression -
unless repugnant or contrary to the context shall include --
his successors-in-office) of the OTHER PART:

WHEREAS the Settlor is seised and possessed of or
otherwise well and sufficiently entitled for an estate of --
inheritance in the nature of a fee simple in possession to -
amongst other the properties more fully set out and parti-
cularly described in the Schedule hereunder written.

AND WHEREAS the Settlor has a wife Lady Nani Bala
Brahmachari and two sons Phanindra Nath Brahmachari and ----
Nirmal Kumar Brahmachari.

AND WHEREAS the Settlor is desirous of making ----

making provision for his said wife and sons and for the proper management of the said properties and accretions thereto during his life time and settling the same to the uses and trusts in the manner hereinafter appearing after his demise.

AND WHEREAS the Settlor for such purpose is -- desirous of declaring the Trust upon which he intends -- that the said properties and accretions thereto should -- be held from and after the execution of these presents.

AND WHEREAS for the purpose of assessment of -- stamp duty on these presents the said properties are --- valued at Rupees Sixty thousand.

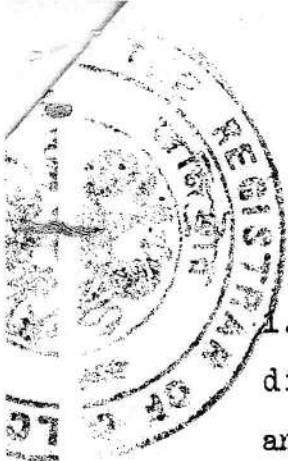
AND WHEREAS the Trustee shall be the first -- Trustee of these presents.

NOW THIS INDENTURE WITNESSETH that in order -- to effectuate his said desire and in consideration of -- the natural love and affection which the Settlor bears -- to his said wife and sons and in order to make suitable provisions for the preservation and management of his -- said properties and accretions thereto during and after his life time and expenditure of the income thereof the said Settlor as such owner hereby grants conveys transfers and assigns unto the Trustee the said properties -- fully and particularly described in the Schedule hereunder written and hereinafter referred to as the ----- "TRUST PROPERTIES" TO HAVE AND TO HOLD the same unto -- the Trustee for the time being upon the Trust for the -- purposes and subject to the powers and provisions ----- hereinafter declared concerning the same:

1.---

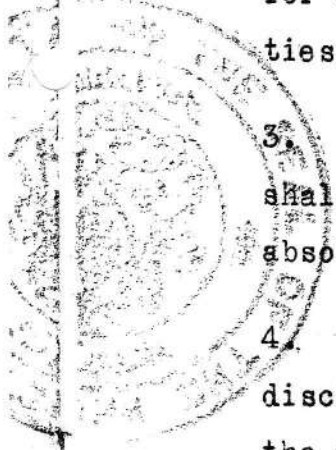
Registrar of Calcutta.

Registrar of Calcutta.



1. That the Trustee will realise the rents issues dividends and all outstandings of the said Trust Properties - and all accretions thereto and pay all rates taxes impositions payable in respect thereof.

2. The Trustee will keep the said Trust properties in a proper state of repairs and maintain a suitable staff -- for realisation of rents and supervision of the said properties.



3. During the life time of the Settlor the Trustee shall pay the net monthly income to the said Settlor for his absolute use and benefit.

4. The Settlor shall during his life time at his discretion be entitled to reside free of all rents in any of the said trust properties with such members of his family or other person or persons as he shall in his absolute discretion think fit.

5. During the life time of the Settlor the Trustee or Trustees for the time being shall with the previous consent in writing of the Settlor be at liberty to sell all or any of the said trust properties and with such consent as aforesaid grant lease or leases in respect of all or any of the said trust properties, upon such terms and conditions as the Settlor may direct.

6. That if any of the trust properties set out in the Schedule hereto shall at any time prior to the distribution thereof be acquired by the Calcutta Improvement Trust, Corporation of Calcutta or any other Public Body the Trustee shall apply the amount that shall be received as compensation in the purchase of other suitable immoveable properties and --

and the same at the time of distribution shall be made over to the person entitled to the property under these presents. In the event of the money remaining uninvested at the time of the distribution it will be made over to the beneficiary or beneficiaries concerned.

7. That the Settlor during his life time shall have the power and authority to nominate and appoint one or more person or persons to act as Trustee or Trustees either jointly with him the said Settlor or in his place and the Trustee or the Trustees so appointed shall have the same powers as those provided for in these presents for a Trustee.

8. The Settlor during his life time shall be at liberty to augment the Trust properties either by transferring further properties or making over cash moneys to the Trustee or Trustees and the Trustee shall be at liberty to invest the said fund in such security or securities or in the purchase of immoveable properties as he shall in his uncontrolled discretion think fit and proper notwithstanding anything contained in the Indian Trust Act.

9. After the demise of the Settlor the Trustee shall allow the said Lady Nani Bala Brahmachari to reside in such of the Trust properties as she may desire.

AND THIS INDENTURE FURTHER WITNESSETH that after the demise of the Settlor his said sons the said Phanindra Nath Brahmachari and Nirmal Kumar Brahmachari shall automatically become Trustees of these presents --

Registrar of Calcutta

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presents and shall hold the said messuages tenements or -----
dwelling houses lands hereditaments and premises hereinafter
more particularly described in the Schedule hereunder and ---
intended to be hereby granted together with all accretions -
thereto transferred and conveyed unto and to the use and ----
benefit of the said Phanindra Nath Brahmachari and Nirmal ---
Kumar Brahmachari their heirs executors administrators repre-
sentatives and assigns absolutely and for ever in equal -----
shares subject nevertheless to the right of residence of the
said Lady Nani Bala Brahmachari referred to in the clause --
immediately preceding.)

PROVIDED ALWAYS and the said Settlor hereby ----
reserves the fullest Power at his sole and absolute discre-
tion at any time or times by any Deed or Deeds but without -
derogation from the effect of any previous exercise of any --
power vested in him as tenant for life of the settled land --
by virtue of the Settlor hereinbefore expressed to revoke ---
or vary all or any of the uses hereinbefore limited concern-
ing the premises hereby granted or any of them or any part or
parts thereof by the same or any other deed or deeds may ----
declare any new or other uses trusts or Power concerning the
hereditaments and uses whereof respectively shall have been -
so revoked or varied as aforesaid reserving in such Deed or -
Deeds a similar power to revoke or vary or modify such new --
Trusts.

PROVIDED NEVERTHELESS that during the life time
of the Settlor his voice shall prevail in all matters con-
cerning or in any way relating to the Trust hereby created.

THE SCHEDULE ABOVE REFERRED TO:

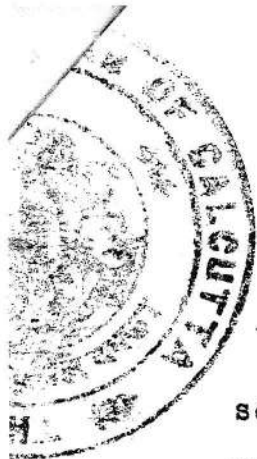
FIRSTLY: ALL THAT piece or parcel of revenue free or --

or Lakhraj land containing an area of One Bigha Sixteen Cottas One Chittacks and Forty-Square feet being the premises now known as 8/1 Alipore Park Road within the Municipal limits of the town of Calcutta with the brick built messuage or dwelling house and all other buildings yards out-houses garages thereon or on part thereof butted and bounded on the NORTH partly by premises No. 8/5 Alipore Park Road and partly by premises No. 8/4 Alipore Park Road on the SOUTH by common passage and beyond that partly by premises No. 9/1A Alipore Park Road (also hereby conveyed unto the Trustee) and partly by No. 19 Raja Santosh Road on the EAST by Alipore Park Road and on the WEST by No. 8/1/1 Alipore Park Road.

SECONDLY: ALL THAT piece or parcel of revenue-free or Lakhraj land containing an area of Ten Cottahs Ten Chittacks and Twenty-two Square feet being the premises now known as 9/1A Alipore Park Road within the Municipal Limits of the town of Calcutta butted and bounded on the NORTH by the said Common passage and beyond that the said No. 8/1 Alipore Park Road on the SOUTH partly by premises Nos. 9 & 10 Alipore Park Road and partly by No. 19 Raja Santosh Road on the EAST by Alipore Park Road and on the WEST by premises No. 19 Raja Santosh Road both the said premises being situate in Mouza Durgapore Pergana Magura Thana and Sub-Registration District Alipore in the District of 24 Pergunnas and delineated in the Map or Plan annexed to the Conveyance dated 2nd December 1938 and coloured "Red" & shown as Nos. 8/1 & 9/1A OR HOWSOEVER OTHERWISE the said messuages lands hereditaments and premises now are or heretofore were situate butted bounded called known numbered described or distinguished.

IN -

[Signature]
Registrar of Calcutta.



IN WITNESS WHEREOF the parties have hereunto
set and subscribed their hand and seal the day month and --
year first above written.

SIGNED SEALED AND DELIVERED

Apendranath Pradhanachari.

Upanchranath Prabhuachari.

Presented by registration at 4.10 PM
on 29th day of December, 1942,
at his residence at 19 London
Street, Calcutta, by Sir Mervyn
John Macphail, the
Escentant.

Dr. Chandra Kumbhakar
9/1/48

Upendra Nath Brahmachari Registrar of Calcutta.

Section is admitted by Sir Jefferson
Barnes, son of late Dr. N. M. Barnes
of 19 London Street - Chelsea, by ~~James~~ William,
by Professor A. Lamb and medical practitioners
who is personally known to me.

Uphendranath Prabhuchare

John Chaudhary
9/1/10

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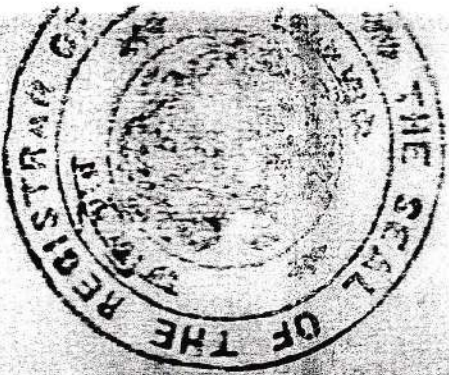
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202 to 207

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Premises Nos.

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Register
 85—
 208 202 10 207
 No. 2760
 of the year 1942

Chandramohan Dasgupta

Wafiqur

Dated this 1st day of November

1942.

Sir Upendra Nath Brahmachari K
 "and"
 Sir Upendra Nath Brahmachari K

DEED OF TRUST

9/11/1942

NIL

Charu Chandra Bosu

Solicitors.

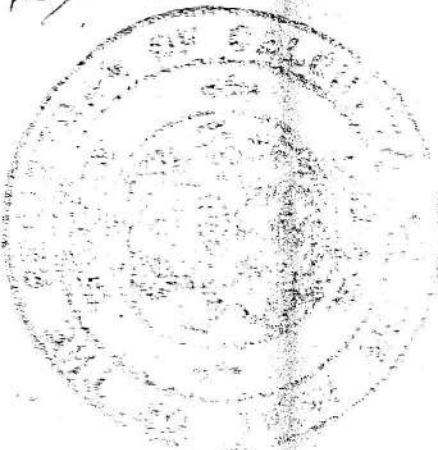
8/11/1942

III



In witness whereof
 14.9.57
 Dy. Asst. Secy.
 Cal. Corporation
 14.9.57

Registrar of Calcutta
 W. H. W.



Register
 BOOK NO. I
 VOLUME NO. 34
 PAGE 98 TO 107
 DATE 10.7.1944
 FOR 10000 1944

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