

8756

35RS

(5)



Stamp paper under Rule 10
 of the Act No. 14 of 1926
 of the B. T. Act (only Stamp)
 under the Indian Stamp Act
 1892, Schedule I, A. No.
 58(A)

[Handwritten signatures and initials]
 22/12
 23/12
 23/12

[Handwritten notes on the left margin]
 500/-
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 500/-

THIS INDENTURE made this *Eleventh* day of December 1957
 BETWEEN SURESH CHANDRA GHOSH son of Ram Charan Ghosh --
 deceased at present of No.11, Beadon Row in the town of
 Calcutta by caste Kayastha and by occupation Landholder
 hereinafter referred to as the Settlor (which term shall
 unless excluded by or repugnant to the subject or context
 be deemed to include his heirs executors administrators
 representatives and assigns) of the One Part AND the said
SURESH CHANDRA GHOSH son of Ram Charan Ghosh of No.11,
 Beadon Row in the town of Calcutta by caste Kayastha and
 by occupation Landholder AND SM.URVILA BAJA GHOSH ,wife
 of the said Suresh Chandra Ghosh of No.11, Beadon Row, in
 the town of Calcutta by caste Kayastha and by occupation
 Grihasthali hereinafter referred to as the Trustees (which
 term shall unless excluded by or repugnant to the subject
 or context be deemed to include the Trustees or the Trustees
 for the



- 2 -

for the time being under these presents and their, his or her Successors or Successor-in-office) of the Other Part

WHEREAS by a Deed of Sale in Bengali made on and bearing date the 25th day of February 1948 the Settlor in consideration therein mentioned purchased from one Meghendra Nath Singha a piece or parcel of Rayati Sthitiban land -- measuring about 8 cottahs within the limits of Kamarhati Municipality which document was registered in the office of the Sub-Registrar of Assurance of Cossipore Dum Dum in Book No.I Volume No.18 pages 232 to 237 Being No.842 for the year 1948

AND WHEREAS shortly thereafter the Settlor sold back to the said Meghendra Nath Singha about 3 cottahs from the West of the said plot

AND WHEREAS the Settlor has erected an one-storied brick-built house on a portion of the remaining land and has let the same out to tenants,

AND WHEREAS the Settlor is desirous of making -- provision for his wife and after the demise of the Settlor and his said wife for his eldest daughter Srimati Kamalika Bose who was married to Jnanendra Nath

Bose of No.25, Kalidas Singha Lane Calcutta and of his --
youngest daughter Mrinalini Ghosh who is unmarried

AND WHEREAS for the purpose of the stamp duty the value
of the premises is assessed at Rs.5,000/-

NOW THIS INDENTURE WITNESSETH that the Settlor doth
hereby grant transfer assure and assign upon the Trustees
ALL THAT the one-storied brick-built building together with
the piece or parcel of revenue-paying land thereunto belonging
and on part whereof the same is erected and built containing
by estimation 5 cottahs situate at Kamarhati 24-Parganas and
more fully described in the Schedule hereunder written OR
HOWSOEVER OTHERWISE the said messuage tenement land heredita-
ments and premises or any part thereof now is or are or hereto-
fore was or were situated tenanted butted bounded called --
known numbered described or distinguished and all yards --
compounds ways paths passages drains lights rights easements
trees shrubs, plants, fences, water, water courses and appurte-
nances whatsoever to the said messuage tenement land heredita-
ments and premises belonging or in any wise appertaining there-
to or known or taken as part parcel or member thereof and the
reversion or reversions remainder or reminders yearly monthly
and other rents issues and profits thereof and all deeds --
pattans and muniments of title relating thereto TO HAVE AND TO
HOLD the same unto the Trustees upon Trust for the following
purposes :-

- (a) To realise the rents issues and profits of the premises
from the present tenants and to let out the same to such --
tenant or tenants and on such terms and conditions as the --
Trustees or Trustee for the time being may think fit and proper
- (b) Out of the income of the said premises to pay rents --
revenue and municipal taxes and other impositions and outgoings
in respect of the land hereditaments and premises

(c)

(c) To maintain the said premises in proper state of repairs.
(d) To pay to the Settlor during the term of his natural life the nett amount of realisation after payment of the out-goings as aforesaid and after the demise of the said Settlor to pay the same to his wife Srimati Ummia Bala Ghosh during the term of her natural life.

AND the Settlor doth hereby expressly declare that on the death of the Settlor and of his said wife whichever event happens later this Trust shall cease and the said messuage tenements lands hereditaments and premises mentioned in the Schedule hereunder shall devolve absolutely upon the said Sm. Kamalika Bose and Sm. Mrinalini Ghosh the daughters of the Settlor in equal shares free from the Trust hereby created

AND the Settlor doth hereby covenant with the Trustees that he the Settlor has in himself good right full power and absolute authority by these presents to grant transfer assign and settle the same unto the Trustees in manner aforesaid and that the Trustees shall hold possess the same and receive the rents issues and profits thereof without any eviction interruption claim or demand whatsoever from the Settlor or from any person claiming through under or in trust for the Settlor and that free from all encumbrances and that the Settlor and all persons having or lawfully or equitably claiming any estate right title interest use trust or demand whatsoever into upon or over the said messuage land hereditaments and premises shall and will at all times hereafter do and execute or cause to be done and executed all such further assurances acts deeds matters and things whatsoever for further and more effectually transferring assuring and confirming the said messuage land hereditaments and premises unto the said Trustees as shall or may be reasonably required

THE

THE SCHEDULE ABOVE REFERRED TO.

ALL THAT the one-storied brick-built building together with the piece or parcel of Rayati Sthitiban Bastee land - thereunto belonging and on part whereof the same is erected and built containing by estimation 5 five cottahs be the same a little more or less being a portion of Dag No.181(One hundred and eighty-one) in Landlord's Khatian No.41(Forty-one) Tenants Khatian No.43/1(Forty-three by one) Touzi No.6 R.S. No 13 J.L. No.2 Mouza Basudebpur Police Station Baranagore Sub-Registration office Cossipore Dum Dum within the Municipal limits of Kamarhati and butted and bounded on the North by Municipal drain beyond which is Municipal passage on the East by land of Dag Nos. 592 and 176 (five hundred ninetytwo and one hundred seventy-six)on the South by the land of Narayan Saw and on the West by the remaining land of Dag No. 181

In respect of the said land a proportionate annual rent of -15-6 or '97 nP is payable to the Collector of 24-Parganas.

IN WITNESS WHEREOF the Settlor and the Trustees have hereunto 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 :-

Brojendra Kumar
Solicitor

শ্রী/শ্রীমতী
২২ ডিহন

শ্রীমতী উম্মালা গণা

শ্রী/শ্রীমতী



Explained by me to me
Ummita Bala Ghosh who is
personally known to me
Brojendra Kumar

No 2845

Subscribed to the Court
of 7 cases for an amount

Courts

As the court has a small stamp of 10/-
I request you to send me 7 stamps of 10/-
each as the required amount. If it is not available
and there is a shortage of number of stamps which I can
supply, please let me know the required amount.

No 357
No 412
No 371/97
Case 10 June 1957



U. S. VENKAT
High Court, Calcutta

At Calcutta, this 10th June 1957.
I, the undersigned, a Judge of the
Court, do hereby certify that the
names of the parties to the cases
mentioned in the list annexed
to this certificate are correct.
The names of the parties to the
cases mentioned in the list
annexed to this certificate are
correct. The names of the parties
to the cases mentioned in the list
annexed to this certificate are
correct.

Subscribed by
1) Suresh Chandra Ghosh, No. 11, Bechar
Rao, Calcutta. Kalyan, Lucknow

2) Urmila Bala Ghosh
Mrs. Suresh Chandra Ghosh
The same place as above

Handwritten signature: *U. S. Venkat*

Chief Registrar
Calcutta High Court

Handwritten text in Bengali: *স্বাক্ষরিত*

Handwritten text in Bengali: *শ্রীমতী উষ্মিলা বলা ঘোষ*

Handwritten signature: *Urmila Bala Ghosh*

Handwritten signature: *U. S. Venkat*

Chief Registrar
Calcutta High Court