



25 Rs.

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1268

RESERVE BANK OF INDIA  
An Act to provide for the issue of banknotes  
of the Reserve Bank of India and to amend  
the law relating to the issue of banknotes  
dated the 18th day of August 1938  
and to amend the law relating to the issue  
of banknotes in the State of Assam  
Amendment Act XVII of 1944  
Schedule (A) No. 64

RESERVE BANK OF INDIA  
Part 2A

FEES PAID Rs. 30.00

TO ALL TO WHOM these Presents shall come I, BIBHUTI BHUSAN GHOSH,  
son of Late Amulya Charan Ghosh, by caste Kayastha, by occupation  
service residing at present at 5, Baikuntha Ghose Road, Kasba,  
Calcutta-42 SEND GREETINGS

WHEREAS:

- (1) By a Bengali Deed of Sale dated the Sixteenth day of August One thousand nine hundred and forty-one executed by Sri Nani Gopal Ghosal in favour of myself and my brothers, Sri Kartick Chandra Ghosh and Sri Ganesh Chandra Ghosh and registered at Alipore Sub-Registry in Book No. I, Volume No. 81, Pages 167-172, Being No. 3172 for the year 1941 I, along with my said two brothers jointly purchased the revenue redeemed land measuring about Five Kottahs, Ten Chittaks and One Square Foot, being Holding No. 256 situate within P.S. and Municipality Tollygunge, comprised within Touji No. 1298/2833 of Alipore Collectorate, Dehi Panchannagram Division V, Sub-Division K, Mouja Gadsha commonly called Kasba.

(2)

2572 Dated 13.1.71

Bibhuti Bhushan Ghosh

2572 Dated 13.1.71

R. Ghosh  
Licensed Stamp Vendor,  
Calcutta Registrar's Office

10/40... on the 16th  
Office of  
Bibhuti Bhushan Ghosh  
Solicitor at  
Calcutta

(3)

Bibhuti Bhushan Ghosh

16/1/71

Bibhuti Bhushan Ghosh

Bibhuti Bhushan Ghosh  
Son/Wife: Kate Ananya Charan  
Bai Xanti Ghosh Road  
Kusumba  
Calcutta 42  
by Professor Sen

Bibhuti Bhushan Ghosh

S. M. Sarma  
Solicitor, Calcutta.

S. M. Sarma  
Solicitor at Calcutta  
by Professor

(4)

16/1/71  
Solicitor at Calcutta  
1971  
Solicitor

- (2) Having amicably partitioned the said land amongst myself and my said two brothers so that I and my said brother Sri Ganesh Chandra Ghosh being jointly allotted the two-third portion of the said land and my eldest brother Sri Kartick Chandra Ghosh being allotted the remaining one-third, I and my said brother Sri Ganesh Chandra Ghosh built a two-storied house with our joint funds.
- (3) Pursuant to the said amicable and oral partition, by a Deed of Partition dated the Twenty-eighth day of March, One thousand nine hundred and sixty-two and made between my eldest brother Sri Kartick Chandra Ghosh of the one part and my brother the said Ganesh Chandra Ghosh and myself of the other part and registered in Book No. I, Volume No. 50, Pages 159 to 164, Being No. 2611 for the year 1962, the said amicable partition was recorded in writing whereby the said Kartick Chandra Ghosh was - allotted his share of the one-third being marked 'B' in the plan annexed thereto and the said Ganesh Chandra Ghosh and myself being jointly allotted two-third share measuring about Three Kottahs, Thirteen Chittaks and Twenty-eight Square Feet being marked 'A' in the said plan and already in our possession in severalty as aforesaid.
- (4) By an Agreement for Sale dated the Twenty-eighth day of March, One thousand nine hundred and sixty-two and a Sale Deed dated the Twenty-ninth day of June, One thousand nine hundred and sixty-two and made between the said  
Ganesh

Ganesh Chandra Ghosh of the one part and myself of the other part and registered in Book No. I, Volume No. 109, Pages 51 to 55, Being No. 5601 for the year 1962, I purchased the undivided one-half share of my said brother Sri Ganesh Chandra Ghosh in the said land measuring about Three Kottahs, Thirteen Chittaks, and Twenty-eight Square Feet together with one-half share of the building erected thereon, myself being absolute owner of the other half of the land and building as hereinbefore recited.

- (5) I am thus seized and possessed of and otherwise well and sufficiently entitled to the said land measuring about Three Kottahs, Thirteen Chittaks and Twenty-eight Square Feet together with the two-storied building erected thereon or on part thereof being present municipal premises No. 5, Baikuntha Ghose Road, Kasba, Calcutta-42 and more fully described in the Schedule hereunder - written and hereinafter referred to as "the said premises".
- (6) I, who is a bachelor and residing in the said premises with my cousin brothers as hereinafter mentioned.
- (7) I am desirous of making a trust in respect of the said premises for the benefit of myself and for the benefit of my said cousins.

I. NOW KNOW YE AND THESE PRESENTS WITNESS that I do hereby declare that I shall henceforth hold and stand possessed of the said premises with power to lease any portion thereof for a short term or terms as may be convenient and collect the rents issues and profits thereof UPON TRUST for myself during my natural life  
and

4.

and UPON TRUST that after my death the said premises shall devolve upon my said cousins named below in the following proportions absolutely.

(a) SRI ADITYA NATH GHOSH, son of Late Gunendra Nath Ghosh, residing at the said premises will get the entire Ground floor of the said premises together with one-half of the vacant land and together with all easements and appertenances thereto belonging;

(b) SRI NITYANANDA GHOSH, SAMARESH GHOSH, MIHIR KUMAR GHOSH, ARUN KUMAR GHOSH, TARUN KUMAR GHOSH, BARUN KUMAR GHOSH and KARUN KUMAR GHOSH all sons of Late Binode Behari Ghosh and all at present residing at the said premises shall get amongst themselves in equal shares the entire First floor of the said premises together with the remaining one-half of the vacant land and together with the easements and appertenances thereto belonging.

PROVIDED HOWEVER that in case my said cousin Sri Aditya Nath Ghosh predeceases me, the benefit to which he would have been entitled under this trust will devolve upon his wife and children then in existence in equal shares absolutely and PROVIDED FURTHER in the event of such death before me of any of my cousins mentioned in the second group (b) above, the survivors of them shall get the property allotted to this group in equal shares and absolutely, but any of them dying leaving wife and/or children, the benefit to which the deceased would have been entitled to, if alive, shall belong to his wife and/or children then existing in equal shares absolutely.

II. I hereby declare that I shall be the first Trustee of this trust herein created and that after my death the said Sri Aditya Nath Ghosh and the said Sri Nityananda Ghosh shall be

the

5.

the joint Trustees and failing either of them, that is to say, if either of them shall die or be incapable of acting or become unfit to act as Trustee then the said Sri Samaresh Ghosh or the said Mihir Kumar Ghosh or failing them, the others mentioned in the order in the said group shall be the Trustees PROVIDED ALWAYS that there shall not be more than two such Trustees and I further declare and direct that such Trustees shall as soon after my death as possible shall transfer the said premises to the beneficiaries mentioned in the two groups (a) and (b) above including themselves (the Trustees) their respective shares and interests or benefits herein provided for them for the purpose of vesting their interests absolutely in terms of these presents, whereupon this trust shall cease and extinguish.

III. I further declare that I may at any time hereafter by any deed or deeds appoint such new or other Trustees concerning this trust as I may think fit and proper.

IV. I do hereby reserve to myself the power of revocation of this trust created by me as I may think fit.

V. Save as herein provided the provisions of the Indian Trust Act 1882 shall apply to this trust in so far as they may be applicable.

THE SCHEDULE above referred to.-

ALL THAT the piece and parcel of land measuring about 3 Kottahs, 13 Chittaks, 28 Square Feet together with the messuage, tenement hereditament, the premises and building erected thereon or on part thereof being premises No. 5, Baikuntha Ghose Road, within the municipal limits of Calcutta Corporation (Calcutta-42) and comprised within Deni Panchannagram, Touji No. 1298/2833,

grand

6.

Grand Division V Sub-Division 'K', Mouza Gadsha called as Kasba  
P.S. Tollygunge, Sub-Registry Alipore and District 24-Parganas  
and butted and bounded on the North by a drain and also by the  
land of Mr. Ram Chandra Mukherjee, on the South by 4 ft. 6 inches  
wide common passage and the nouse and the land of Sri Kartik  
Chandra Ghosh and then by the Municipal Road on the East by the  
land of Sri Shibapada Mandi and Akshoy Kumar Biswas and on the  
West by a drain and on further West by the land belonging to  
Sri Krishna Chandra Biswas OR HOWSOEVER OTHERWISE the said premises  
is or was butted bounded known numbered or distinguished.

IN WITNESS whereof I have signed these presents on the  
16<sup>th</sup> day of January One thousand nine hundred and -  
seventy-one.

SIGNED and DELIVERED by the above-  
named Bibhuti Bhusan Ghosh in the  
presence of:

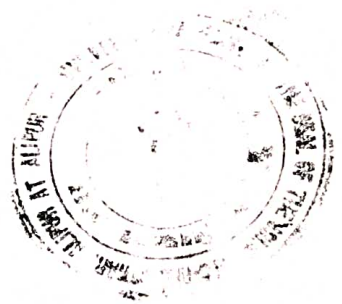
Bibhuti Bhusan Ghosh

J. N. Laxman  
Solicitor, Calcutta High Court  
6, Dr. Bepin Behari Street,  
Calcutta-5

Kabir Chakraborty  
Sovice  
P.O. & vill. Rappur.  
24. P.G.

DATED THIS DAY OF January 1971.

DECLARATION OF TRUST  
OR  
SETTLEMENT



5000/-  
0-50  
200  
12/2

Book No. I  
Volume No. 2  
Page No. 248  
Serial No. 212  
of the year 1971

*Am. S. S. S. S. S.*  
19-1-71