



STAMP AFFIXED BY.

[Signature]
STAMP SUPERINTENDENT. 20.1.60
CALCUTTA COLLEGE LIBRARY



Admissible under Rule 21, duly stamped under the Stamp Act 1899, Section 2A No. 58A, 4.

Fee paid as under:
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[Signature]
Registrar of Assurance
Calcutta 28/1/60

THIS INDENTURE ^{Ne 159} made this 28th day of January

One Thousand Nine Hundred and Sixty BETWEEN SRIMATI SATYABATI DEBI SHARMA, wife of Rangopal Sharma of No. 16 Chakrabaria Road North in the town of Calcutta Hindu Lady hereinafter called the SETTLOR (which expression shall include her heirs administrators representatives and assigns) of the FIRST PART, RANGOPAL SHARMA abovenamed son of Late Pandit Durgadas Sharma deceased of the same place Hindu Business man hereinafter called the Consenting and Confirming Party hereto of the SECOND PART and SRIMATI SATYABATI DEBI SHARMA and Rangopal Sharma abovenamed both of the aforesaid place caste and occupation respectively as stated above hereinafter called the TRUSTEES (which expression shall include their representatives, Successors-in-office or interest) of the OTHER PART.

WHEREAS the Settlor is absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT premises No. 16, Chakrabaria Road North in the town of Calcutta described in the Schedule hereunder written.

AND WHEREAS the Settlor has now got four sons and



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and two daughters all infants and unmarried for whom she bears great natural love and affection.

AND WHEREAS the Settlor with a view to make - suitable provisions for her children and members of her family ~~as aforesaid~~ is desirous of creating this Trust Settlement by transferring the said premises No. 16, Chakrabaria Road, North, Calcutta unto herself and her husband abovenamed as Trustees upon the Trusts uses objects and purposes as herein provided.

AND WHEREAS the Trustees accept the Trust,

AND WHEREAS for the purpose of Stamp Duty the said premises has been valued at 20 times the present Annual Municipal Valuation thereof amounting to Rs. (1360 x 20) 27, (Rupees Twenty Seven Thousand and Two Hundred only).

NOW THIS INDENTURE WITNESSETH that in pursuance of her said desire and in consideration of the premises and natural love and affection which the Settlor bears towards ~~her sons she~~ ^{the} Settlor doth hereby grant, convey, transfer, assure and assign ~~And~~ ^{the} Consenting and Confirming Party hereto of the SECOND PART doth hereby confirm ~~the~~ TRUST SETTLEMENT unto themselves as Trustees by way of ~~lease and assurance~~ All That premises No. 16, Chakrabaria Road North in the town of Calcutta described in the Schedule hereunder given and ALL the Estate right title and interest property claim and demand whatsoever of the Settlor

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Settlor in the said premises No. 16, Chakrabaria Road, North
Calcutta described in the Schedule hereunder written and
every part thereof And all Deeds and Writings relating to the
said property TO HOLD THE SAME unto the Trustees upon the
Trusts and for the uses, benefits, objects and purposes and
with the powers and subject to the provisions conditions and
covenants hereinafter contained and expressed concerning the
same that is to say :

1) This Trust shall be named as "SATYABATI RAMGOPAL
SHARMA TRUST".

2) The Trustees shall stand seised and possessed of
the said premises No. 16, Chakrabaria Road, North Calcutta
hereunder described subject to the Trusts herein provided.

3) The Settlor appoints herself and her husband
abovenamed as the First Joint Trustees of these presents and
on the death of one the Survivor of them shall act as the
sole Trustee of these presents.

4) The Trustees shall allow the Settlor to hold use
posses and enjoy the said Trust property free with all in-
come thereof during the term of her natural life with liberty
to let out such portion to such monthly tenant or tenants
and at such rents and on such other terms and conditions as
the Settlor shall in her absolute discretion think best -
with full right to appropriate the entire net income there-
of for her sole use and absolute benefit during the term of
her natural life subject to payment by her of all taxes --

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periodical costs of repairs every five years, revenue, cesses and all other outgoings without being liable or accountable for the same.

5) Upon the death of the Settlor, Ram Gopal Sharma abovenamed the husband of the Settlor shall act as the sole Trustee of these presents with similar liberty as the -- Settlor to hold enjoy and possess the Trust property aforesaid free and to appropriate and enjoy the net income thereof during the term of his natural life in the same manner as the Settlor, with right either to enjoy the entire property for residence of himself and his children or to let out a portion thereof at his discretion subject to the -- condition that he shall bear and pay all taxes periodical costs of repair and all other outgoings present and future without being liable or accountable for the same.

6) The Trustees shall have no right to sell mortgage alienate transfer or dispose of the Trust Property or any part thereof by sale, mortgage or lease or otherwise on any ground whatsoever.

7) On the death of both the Trustees or the last survivor of them the eldest son of the Settlor then living shall act as the sole Trustee of these presents and he shall hold the trust property for the benefit of himself and other sons -- then living of the Settlor and their respective heirs until the youngest of the Settlor's sons attains majority ^{when} ~~and~~ there- after the said Trustee shall be bound to transfer the Trust property to the said beneficiaries who shall get the same - absolutely and for ever in equal shares.

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8) PROVIDED NEVERTHELESS And It Is Hereby Expressly Dec-
lared that the Settlor's daughters shall have no **sort** of
right title or interest whatsoever in the Trust Property or
any part thereof.

9) On the transfer of the Trust Property to the Sett-
lor's male heirs at the time and in the manner herein provi-
ded the Trustee for the time being of these presents shall
stand absolutely freed released and discharged and the bene-
ficiaries will get the allotments free from all uses and
Trusts whatsoever.

10) No Trustee shall be liable answerable or account-
-able for accounts losses or damages to the Trust Property or
any part thereof which is not due to his her or their wilful
default or negligence.

11) In case of compulsory acquisition of the Trust Pro-
perty or any part thereof for any public purposes the com-
pensation money to be awarded and that will be received
for the same shall be held upon similar trust.

12) PROVIDED FURTHER the Settlor hereby expressly re-
serves unto herself the rights to add to alter ~~amend~~ modify
or revoke this Trust or any part thereof during her life-
time in any manner that she may in her absolute discretion
think best.

THE SCHEDULE ABOVE REFERRED TO,

ALL THAT the One Storied brick built dwelling house TO-
GETHER WITH the piece or parcel of land thereunto belonging
whereon



whereon or on part whereof the same is erected and built and containing by estimation an area of ten Cottahs situate -- lying at and being premises No. 16 Chakrabaria Road, North - within the Municipal limits of the town of Calcutta and --- comprised in Holding No. 43 (formerly No. 103-104) Division VI Sub-division K in Panchannagram appertaining to Government Khas Mahal **Towji** No. 1298 in P.S. Ballygunge Sub-registration District Alipore in the District of Twenty Four Parganahs and in respect whereof a sum of Rs. 1/7/10 (Rupee One Annas Seven and Pies Ten) is payable annually as Revenue to the Collector of Twenty four parganahs, Alipur and which is butted and bounded in the manner following -- viz: On the North by : Chakrabaria Road, North, On the East partly by premises No. 15 Chakrabaria Road, North, and partly by premises No. 17, Chakrabaria Road, North, on the South partly by premises No. 17 Chakrabaria Road, North, and partly by the common passage and on the West by the said Common passage beyond which is premises no. 19 -- Chakrabaria Road, North. ~~The said premises is delineated in the map or plan annexed hereto and therein bordered Red.~~

IN WITNESS WHEREOF the Settlor and the Consenting and Confirming Party 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 :

Susil Kumar Ghosh
Solicitor Cal.

Ludhwa Kumar Roy
S.D., Noida (Bom. Clk. Cal.)

[Signature]
28/1/20

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सत्यां प्रती देवा शिवा

Ram Gopal Sharma

Ram Gopal Sharma

Explained witnessed & identified by

Susil Kumar Ghosh, Solicitor Cal.

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