



STAMP AFFIXED BY

*Adarsh* 8.10.13.

STAMP SUPERINTENDENT,  
CALCUTTA COLLECTORATE.

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Rule  
of the Indian Stamp  
Act, 1899, Schedule  
No. 58A  
The said...

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Registrar of Assurances,  
Calcutta.

THIS INDENTURE made this Ninth day of September One  
Thousand Nine Hundred and Fifty-three BETWEEN KAMAKHYA NATH  
GUPTA son of Kedar Nath Gupta deceased Vaidya Landholder --  
residing at No.63B, Shampukur Street in Calcutta hereinafter  
referred to as, the "SETTLOR" ( which expression shall unless  
excluded by or repugnant to the context include his heirs --  
executors administrators representatives and assigns ) of the  
ONE PART A N D GOUR MOHAN GUPTA another son of the said Kedar  
Nath Gupta Vaidya Service-holder residing at No.63B, Shampukur  
Street aforesaid and the said KAMAKHYA NATH GUPTA hereinafter  
jointly referred to as the "TRUSTEES" ( which expression --  
shall unless excluded by or repugnant to the context include the  
Survivor or Survivors of them-) of the OTHER PART

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WHEREAS the said Kedar Nath Gupta was in his  
life time absolutely seized and possessed of or otherwise well  
and sufficiently entitled as of an estate of inheritance in fee  
simple in possession to the premises then known as No.63, Sham-  
pukur Street which has since then been divided and separately

assessed as premises Nos. 63A and 63B, Shampukur Street

AND WHEREAS the said Kedar Nath Gupta died on the 10th day of April 1927 after having duly made and published his last Will and Testament dated the 21st day of March 1927 whereby after appointing the Settlor as the Executor thereof he devised the said premises to his wife Kailash Kamini Debi for her natural life and thereafter to the Settlor absolutely


AND WHEREAS the Settlor duly proved the said Will in the High Court of Judicature at Fort William in Bengal and obtained a Probate therefrom on the 13th day of June 1927

AND WHEREAS the said Kailash Kamini Debi died on the 12th day of April 1940

AND WHEREAS since her death the Settlor is seized and possessed of or otherwise well and sufficiently entitled as of an estate of inheritance in fee simple in possession to the said several premises 63A and 63B Shampukur Street free from all encumbrances charges liens and lispendens

AND WHEREAS the Settlor is desirous of making a provision for his youngest brother the said Gour Mohan Gupta

NOW THIS INDENTURE WITNESSETH that in pursuance of such desire and in consideration of the natural love and affection which the Settlor bears to his brother the said Gour Mohan Gupta the Settlor does hereby grant convey transfer assign -- and assure unto the Trustees FIRSTLY ALL THAT the messuage hereditaments and premises known as premises No.63A, Shampukur Street in Calcutta and fully described in the Schedule hereto



and also shown in the Plan hereto annexed within Red Borders or HOWSOEVER OTHERWISE the said message hereditaments and premises or any part thereof now are or is or was or were heretofore butted bounded tenanted called known numbered -- described or distinguished TOGETHER with all structures -- erections fixtures yards walls water water-courses lights rights liberties privileges easements appendages and appurtenances whatsoever to the said message hereditaments and -- premises belonging to or reputed to belong or in anywise appertaining to or usually held or enjoyed therewith or be appurtenant thereto and all easements therein and the reversion or reversions remainder and remainders of the Settlor therein

AND SECONDLY full and free right and liberty for themselves and their servants tenants and agents to pass and re-pass over the common passage to the West of the said -- premises No.63A, Shampukur Street shown in Brown in the said annexed Plan and to lay under-ground pipes sewers and cables or fit overhead pipes wires or cables as may be necessary

A N D all the estate right title and interest claim and demand whatsoever both at law and in equity of the Settlor into out of and upon the said several messages hereditaments and/or premises or any part respectively thereof

TO HAVE AND TO HOLD the said several message -- hereditaments and premises hereby granted conveyed transferred and confirmed or expressed or intended so to be unto the -- Trustees upon the Trusts herein appearing absolutely and -- Irrevocably with immediate effect

- A) So long as the Settlor is alive he shall be the Managing Trustee and shall be the only Trustee to realise the income and make the disbursements in respect of the Trust property.

- B) To pay to the Settlor during the term of his natural life a sum of Rs. 50/- per month from the said property and -- during such time to allow him the use and occupation of one living room in the said premises with all necessary facilities.
- C) So long as Gour Mohan Gupta shall reside in and do not vacate the premises No. 63B Shampukur Street to pay Rs. 75/- ( Rupees Seventy-five ) per month to Akhoy Kumar Gupta another brother of the Settlor on whom the said premises are being settled.
- D) To hold the rest and residue of the income and the said premises No. 63A, Shampukur Street upon trust for the said Gour Mohan Gupta for his natural life.
- E) Upon the death of the said Gour Mohan Gupta to hold the said premises absolutely for Rabindra Lal Gupta the son of the said Gour Mohan Gupta absolutely subject to the said Trust for the Settlor if he should be so long alive.
- F) The Trust is to come to an end upon the death of both the Settlor and the said Gour Mohan Gupta. Upon the death of either of them the survivor shall be the sole Trustee.

A N D the Settlor hereby covenants with the Trustees that NOTWITHSTANDING any act deed or thing done committed or knowingly or willingly suffered by the Settlor HE the said Settlor is absolutely seized and possessed of and otherwise well and sufficiently entitled to the said message hereditaments and premises hereinbefore granted conveyed transferred or expressed so to be and every part respectively thereof for an absolute and indefeasible estate of inheritance in fee simple in possession A N D that -- NOTWITHSTANDING any such act or thing as aforesaid the Settlor now has good right full power and absolute authority by these presents to grant settle convey and transfer absolutely the said --- message

message hereditaments and premises hereby granted settled --  
transferred and conveyed or expressed or intended so to be unt  
the Trustees in manner aforesaid and according to the true --  
intent and meaning of these presents

A N D that the Settlor has not at any time done or --  
knowingly suffered or been party or privy to any act deed or  
thing whereby he is prevented from granting settling transferr  
-ing releasing or confirming the said message hereditaments  
and premises or whereby the same or any part thereof are is  
can or may be in anywise encumbered

A N D the Trustees shall and will and may from time t  
time and at all times hereafter peaceably and quietly possess  
and enjoy the said message hereditaments and premises hereby  
granted and settled and receive and take the rents issues and  
profits thereof without any hinderance eviction interruption  
disturbance claim or demand whatsoever from or by the Settlor  
or from any person or persons now or hereafter lawfully or  
equitably claiming by from under or in trust for him

A N D that free and clear freely and clearly and --  
absolutely acquitted exonerated and discharged from or by the  
Settlor and well and effectually saved defended kept harmless  
and indemnified of from and against all and all manner of  
former and other estates rights titles encumbrances charges  
liens lispensens whatsoever made or suffered by the Settlor or  
any person or persons lawfully or equitably claiming as --  
aforesaid

A N D moreover the Settlor and all persons having  
lawfully or equitably claiming any estate or interest in the  
said message hereditaments and premises or any part thereof  
from through under or in trust for the Settlor shall and will

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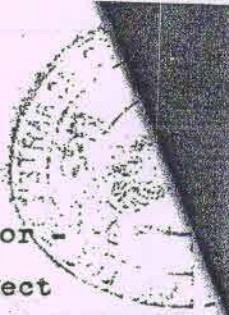
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from through under or in trust for the Settlor shall and will



from time to time and at all times hereafter at the request or cost of the Trustees or any of them make do execute and perfect or cause to be made done executed and perfected all such acts deeds and things for further and more perfectly assuring and settling the said message hereditaments and premises unto and to the use of the Trustees in manner aforesaid or as shall or may be reasonably required.

A N D the Settlor hereby directs that the common title deeds of the property will remain in the custody of the Owners of premises No.63A, Shampukur Street but they shall be bound to produce same at the request and cost of the Owners of premises No.63B, Shampukur Street whenever the latter shall reasonably require the same.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT two storeyed brick built messuage or dwelling house together with the piece or parcel of rent free land thereunto belonging and on part whereof the same is erected and built containing an area of 2 Cottahs 13 Chittacks and 6 Square Feet being Municipal premises No.63A, Shampukur Street in Sutanutty in the Town of Calcutta ( being the front portion of the former Municipal premises No. 63, Shampukur Street ) and butted and bounded in the manner following that is to say on the North by No. 63B, Shampukur Street on the East by No. 62, Shampukur Street on the South by Shampukur Street and on the West by the said common passage leading to Shampukur Street beyond which is premises No. 64, Shampukur Street. The said premises No. 63A, Shampukur Street is shown in the annexed Plan within

Registrar of Assurances,  
Calcutta.

Red..

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Red borders and the said Common passage is shown in Brown.

∴ THE Stamp Duty has been paid on the Municipal valuation of the premises which is Rs. 17,480/-.

IN WITNESS WHEREOF the Parties to these presents have executed these presents the day and year first above written.

EXECUTED in the presence of :

of :

Abid Kumar Ray  
Solicitor, Calcutta

Kamakhya Prasad Gupta  
Settlor



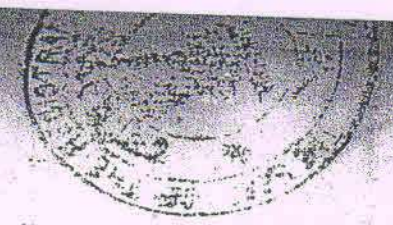
Purnangshu Shekhar Jalla  
managing clerk to Mr. A.P. Ray  
Solicitor

Kamakhya Prasad Gupta  
Trustee





Presented for registration at 12:30 PM  
at the Calcutta Registration Office  
on the 1st day of Oct 1913



one of the contents of papers

Kamakhyasati...

Registrar of Assurances,  
Calcutta

9/10/13

Handwritten signature/initials

Handwritten text, possibly a list of names or items: Kamakhyasati, Settler, Trustee, etc.

Kamakhyasati...  
vs Settler + Trustee

Pam Mohan...

Handwritten signature/initials

Principal Secretary  
of 5 Hasleh...  
Calcutta

Handwritten signature/initials

That impression of the  
seal to be dispensed with

Registrar of Assurances,  
Calcutta

9/10/13

DATED THIS 9<sup>th</sup> DAY OF Sept 1953

DRAWING NO. J.L. 204/53

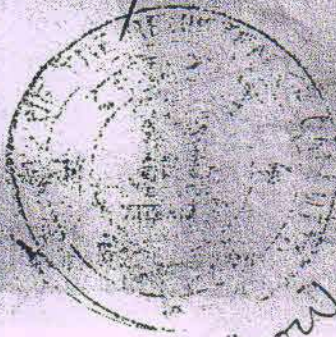
Book No. I  
Volume No. 104  
Page No. 59 to 64  
Sring No. 3906  
For the year 1953

-- FROM --

KAMAKHYA NATH GUPTA

-- TO --

GOUR MOHAN GUPTA & ANR.



Verified  
M. 25.7.53  
D.A.  
25.7.53

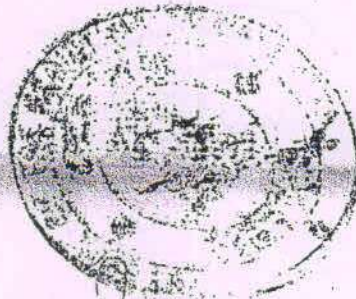
DEED OF SETTLEMENT

- of -  
No. 63A, Shampukur Street, Calcutt



4.63 (1455)  
WP

K. S. Gu  
17.5.54.  
By Asisur  
Cal. Corporation  
17/5/54



P. ROY & CO.  
Solicitors