

THIS INDENTURE made this washinday of January One Thousand Nine Hundred and Sixty Nine BETWEEN ROMA DAS wife of Santosh Kumar Das by caste Hindu by occupation housewife residing at No.26, Ritchie Road Ballygunve Calcutta herein - after referred to as the Settlor (which expression unless excluded by or repugnant to the subject or context shall be deemed to include her heirs executors administrators and representatives) of the One Part A N D SM. SNEHALATA DE widow of Kalidhon De by occupation housewife and BENOY BHUSAN DE son of Kalidhon De deceased both by caste Hindu both

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residing at No.109 Kalipado Mukherjee Road hereinafter referred to as the Trustees ( which expression unless excluded by or repugnant to the subject or context shall be deemed to include the survivor of them and the person or persons for the time being acting as the Trustee or Trustees under these presents) of the Other Part WHEREAS by an Indenture of Conveyance dated the 7th day of July 1961 the Settlor purchased from Sm. Snehalata De at or for the price of Rs.6,000/- all that the land and premises No. 109 Kalipada Mukherji Road more particularly mentioned in the Schedule "A" hereunder written A N D WHEREAS by an Indenture of Conveyeance dated the 22 November 1968 the Settlor has sold Western half of the said land and premises No. 109, Kalipado Mukherjee Road for consideration therein mentioned A N D WHEREAS the Settlor is now the sole and absolute owner of the remaining portion of the said land and premises No. 109 Kalipado Mukherjee Road more particularly mentioned in Schedule "B" hereunder written and delineated in the map or plan annexed to these presents hereinafter referred to as the Trust Property A N D WHEREAS the said Kalidhdne De died on the 5th day of June 1968 leaving him surviving his family consisting of his sole widow the said Sm. Snehalata De and his only son the said Benoy Bhusan De and a number of grandchildren by his son Benoy Bhusan De Viz. Bimal Kanti Del aged 19 years Subhas Kanti De aged 14 years, Bikash Kanti De aged 12 years, Bipul Kanti De aged

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11 years and Kabitarani De aged about 15 years A H D WHEREAS the family of the said Kalidhon De is very poor and has no provisions for its sufficient meintanence A N D WHEREAS the said Snehelate De has approached the Settlor with an appeal to take pity on the said family and to make provisions for it in these hard days of struggle for existence A N D WHEREAS the Set lor out of pity and human consideration with a view to provide for the said family and also to provide for the ultimate disposal of the said property more particularly mentioned in the Schedule "B" hereunder written is desirous of settling the said Trust property for the use and benefit of the said family on the trusts in the manner hereinafter expressed A N D WHEREAS the said Trustees have consented to accept the said trust as is evidenced by their joining in and executing these presents A N D WHEREAS the said properties have for the purpose of assessing the stamp duty payable on these presents been valued at Rs.5,000/- (Rupees five thousand) only and these presents have been stamped accordingly NOW THIS INDENTURE WITNESSETH that in order to effectuate the said desire and in consideration of the premises eforeseid she the said Settlor doth hereby grant transfer convey and assign unto the Trustees the said property fully described in the Schedule "B" hereunder written and delineate in the map or plan annexed hereto and therein enclosed within

yellow border OR HOWSOEVER OTHERWISE the said property or any portion or any of them now are or is heretofore were or was situated tenanted bounded called known described or distinguished TOGETHER WITH all and singular the out houses edifices buildings walls yards compounds ways paths passages advantages of ancient or other light right easements commodities appendages and appurtenances whatsoever to the said properties belonging to or in anywise appertaining thereto or known as part parcel or member thereof and the reversion and reversions remainder and remainders yearly monthly and other rents issues and profits thereof A N D ALL THE Estate right title claim interest and demand whatsoever of the said Settlor of in to upon and out of the said properties A N D Also all deeds pottahs and evidences of title writings and muniments whatsoever relating to or concerning the same TO HAVE AND TO HOLD the same unto and to the use of the said Trustees upon the Trusts and uses the following, that is to say :

To pay the income of the said property to Srimati Snehalata (1) De monthly and every month so long she remains alive and Subject as aforesaid to hold the said property to the sole and absolute useand benefit of the said sons of Benoy Bhusan De namely Bimal Kanti De, Subhas Kanti De, Bikash Kanti De and Bipul Kanti De AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED THAT upon the said Bipul Kenti De attaining the age of majority and upon the demise of the said S. Snehalata De the trust hereby created shall be extinguished and the said property shall vest in the said sons of Benoy Bhusan De, Viz. Bimal Kanti De, Subhas Kanti De, Bikash Kenti De and their heirs Bipul Kanti De absolutely PROVIDED ALSO AND IT IS HEREBY FURTHER AGREED that if at any time hereafter during the continuance of this trust it becomes necessary to sell or mortgage the said property or any portion thereof then all the Trustees for the time being jointly (and not otherwise)

shall have

shall have power to sell or mortgage the said property or any portion thereof subject to the trust hereby executed and all moneys received by such sale or mortgage shall form part of the trust fund and shall be applicable accordingly PROVIDED ALSO that if during the subsistence of the Trust the survivor of the Trustees dies or retires or refuses to act or becoming incapable to act as such Trustee then the said Bimal Kanti De would be the next Trustee of the Trust created under these presents in the place of the surviving Trustee so dying retiring refusing or becoming incapable to act as rustee and upon his becoming as Trustee as aforesaid the Trust premises shall immediately vest in him with all the powers and authorities of a Trustee to hold the same in trust during the continuance of the Trust herein expressed A N D the said Settlor doth hereby covenant with the said Trustees that the said Settlor hath not at any time heretofore done or executed or knowingly suffered or been party or privy to any act matter deed or thing whereby or by reason whereof the said properties hereby granted or expressed so to be or any part thereof respedtively are is can or may be affected impeached or encumbered in title estate or otherwise or whereby or by reason whereof the Settlor is can of may be in anywise prevented or hindered from granting the same or any part thereof in the manner aforesaid.

## THE SCHEDULE 'A' ABOVE REFERRED TO

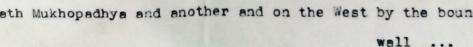
All that one storied brick built messuage tenement dwelling house or premises together with the piece or parcel of chirasthai rent free land whereon or on part whereof the same is erected and built containing an area of 2 cottahs and 4 chittacks be the same a little more or less being the

demarcated western portion of the Municipal premises No.109 Kalipada Mukherji Road in the District of 24 Parganas Thena Behala comprised in Dag Nos.388 and 389 appartaining to Khatian No.262 under Khatian No.85 J.L.No.14 R.S.No.183 Touzi No.411 Pargana Magura within the limits of the South Suburban Municipality sub-registrary Alipore and more fully delineated in the map or plan hereto annexed and thereon enclosed within red borders and butted and bounded on the North by 14' feet wide common passage on the east by the remaining demarcated eastern portion of premises No.109 Kalipada Mukherji Road on the South by 12' feet wide common passage and on the West by a Municipal drain. The said land is at present under the 24 Paraganas Collectorate on behalf of the State of West Bengal under Dag No.388 OR HOWSOEVER OTHERWISE the said land and premises is butted bounded called known numbered described or distinguished.

## THE SCHEDULE 'B' ABOVE REFERRED TO.

All that one storied two small room brick built house and premises together with charasthai rent free land whereupon or on part whereof the same is erected and built being the eastern portion of the premises No.109 Kalipado Mukherji Road containing an area 2K 7ch more or less in District 24 Parganas Thena Behala contained in Dags No.388 and 389 appertaining to Khatian No.263 under Khatian No.262 under Khatian No.85 J.L.No.14 R.S.No.183 Touzi No.411 pargana Magura within the limit of South Suburban Municipality Sub-Registry Office Alipore in the State of West Bengal and butted and bounded as follows :-

On the North and South by 16' ft common passage, On the East by a plot of land being plot No.B belonging to Namendra Neth Mukhopadhya and another and on the West by the boundary





wall of the Western portion of premises No.109 Kalipado Mukherji Road belonging to Sm. Gita Rani Bosu.

IN WITNESS WHEREOF THE parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

Rama Das.

At Calcutta

in the presence of pumiter Solicitor, Calcula hoshin hoshan hombins 17/2, Arshelantolla Sond lol-to

SIGNED SEALED AND DELIVERED

At Calcutta

in the presence of :

punsuer solicitor Calante

Mohini hrohan hrmsheis 12/2, Lisha Capuntto la Nord Nehala. Benoy Bhushun By.

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Soint Nat-Richard Behalas

DEMARCATED LAND AND HOUSE TO BE SOLD TO PREMISES NO. 109 KALI PADA MUKHERJEE PART OF

C. S. DAG NO. 388 & 389, KHATIAN NO-263 UNDER- 262 & 85

J.L. KO. 14 R.S. NO-183 TOUZI NO-411 PARGANA-MAGURA

MOUZA
P.S. BEHALA. S. S.M. DIST. 24 PGS.

SCALE-16-0"=1" INCH.

AREA: - K. CH. SFT.

one Place atoched to book I COM. PASSAGE 14-0 WIDE 31-6" 28-6" HAREHORA 6.0. LAND ENGOUSE OF 58.4" 30'-0" 30.8" 12-0" WIDE COM. PRSS. Colon Ban Carpet DRAWN BY: 3. K. Mukhenee

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Lic. No. h

S. S.M. DRAIN

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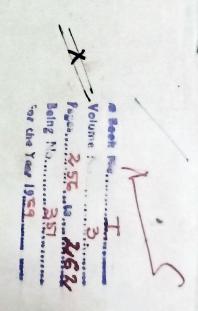
SM. SNEHALATA DE & ANR.

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DEED OF TRUST.



P. N. MITTER
SOLICITOR
6,01d Post Office St.
CALCUTTA