



admissible under Rule 21, 21A or 21B of the Indian Stamp Act 1899 or does not require stamp duty under the Indian Stamp Act 1899 or under the Fiscal Stamp Amendment Act 1922 Schedule I A. No. 5B

Fee Paid:-
 A 258.00.
 H 10.00.
 M(6) 2.00.
 N 320.00
 273.00

*Refund no paid in 275.
 for the year 2012
 26/12/63*

[Signature]
 for Registrar, 24 Parganas
 26-12-63

Plus

THIS INDENTURE made this the 26th day of December one thousand nine hundred and sixty three BETWEEN RAMENDRA NATH MARIK son of late Kedar Nath Marik by religion Hindu by occupation Landholder residing at Baruipur Thana Baruipur District 24 Parganas hereinafter called "The Settlor" (which expression unless excluded by or repugnant to the context shall include his heirs, executors administrators, representatives and assigna) of the One Part AND the said RAMENDRA NATH



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MARIK , and TULSI CHARAN MARIK and SATYA CHARAN MARIK both sons of the said Ramendra Nath Marik by religion Hindu by occupation service holder residing at Baruipur Thana Baruipur District 24 Parganas hereinafter called "The Trustees" (which expression unless excluded by or repugnant to the context shall include their respective successors-in-office) of the Other Part: WHEREAS the Settlor is the absolute owner of the lands hereditaments and premises, dwelling house and structures, fully described in the Schedules 'A' and 'B' hereto annexed, which are his self acquired properties, and has been possessing the same in Khas to the exclusion of others on payment of rents to the landlords and taxes to the local municipality AND WHEREAS the Settlor has his wife Srimati Sibangini Marik, two sons viz. Tulsi Charan Marik and Satya Charan Marik i.e. the Trustees Nos. 2 and 3, and three daughters viz., Sm. Panna Sundari Marik, Srimati Bibhabati Bhadra and Srimati Mahamaya Dutta AND WHEREAS the Settlor loves his said wife and two sons dearly who are also obedient to the Settlor and have every



regard and respect for him AND WHEREAS the Settlor
 has given his said three daughters in marriage by
 incurring heavy expenses with suitable and deserving
 bride grooms and the said daughters are living
 happily and peacefully with their respective husbands
 sons and daughters in affluent circumstances in their
 father-in-lawhouses without having any need or
 want AND WHEREAS the Settlor is now absolutely
 seised and possessed of or otherwise well and
 sufficiently entitled as and for an estate of
 inheritance in fee simple in possession or an estate
 equivalent thereto free from all encumbrances to
 the immoveable properties particularly described in
 the schedules 'A' and 'B' hereunder written AND
 WHEREAS in consideration of the natural love and
 affection which the Settlor has and bears for his
 said wife and two sons and for diverse other
 considerations and reasons the Settlor is desirous
 of making provisions for the said wife and two sons
 as hereinafter stated NOW THIS INDENTURE WITNESSETH
 that in consideration of the said provisions the
 Settlor doth hereby grant transfer convey and assign
 unto the Trustees ALL THOSE several messuages lands
 hereditaments and premises dwelling house and

structures particularly described in the schedules 'A' and 'B' hereto annexed or howsoever otherwise the said several messuages, lands, hereditaments and premises and dwelling house is or are or heretofore was or were situated butted bounded called known numbered described or distinguished TOGETHER WITH all houses buildings erections edifices structures of every kind standing or being thereon yards compounds areas fixtures fences walls drains ways paths passages waters water courses rights lights liberties privileges easements profits or other advantages and appurtenances whatsoever to the said several messuages, lands, hereditaments and premises or any of them or any part or portion thereof belonging or in anywise appertaining to or with the same or with any of them or any part or parcel thereof now or at any time or heretofore held used occupied or enjoyed or accepted deemed taken or known as parts parcels or members thereof or any of them or appurtenant thereto AND ALL the estate right title interest inheritance claim and demand whatsoever both at law and in equity of the Settlor into and upon the said several messuages tenements lands hereditaments and premises and every part or parcel thereof AND ALL deeds pattahs muniments of title writings and evidences of title whatsoever relating to the said several lands hereditaments premises and messuages hereby granted transferred conveyed or expressed so to be unto the Trustees (the said

several messuages assigned hereby transfer together with all accretions thereto and accumulating therefrom if any hereafter, referred to as the "Trust Estate") in trust for the following purposes, that is to say -

- a) To hold and take possession of and let out or utilise the said Trust Estate in such manner as the Trustees shall think fit and proper and to receive and realise the rents issues and profits thereof.
- b) Out of such income of the Trust Estate to pay the landlord's rents and municipal rates and taxes, electric charges, cesses, revenues repairing charges and other outgoings, if any, in respect thereof.
- c) To hold the Trust Estate after meeting the aforesaid expenses upon trust as hereinafter provided; viz. -
 - i) To hold the said Trust Estate for the use and benefit of the Settlor and to pay to him the entire net income thereof during the terms of his natural life;
 - ii) Upon and after the death of the Settlor to hold the said Trust Estate for the use and benefit of the said Sm. Sibangini Dasi (wife of the Settlor) and to pay to her the entire income thereof during the term of her natural life;

iii) Upon and after the death of the Settlor and the said Sm. Sibangini Dasi the Trustees shall hold the said Trust Estate for the absolute use and benefit of the said Tulsī Charan Marik and Satya Charan Marik jointly and in equal shares and take over possession of the same to and unto them jointly to and for the use of the said Tulsī Charan Marik and Satya Charan Marik their respective heirs executors, administrators and legal representatives.

It is hereby expressly declared
as follows:-

1. It shall be lawful for the Trustees to allow the Settlor and his wife the said Sibangini Dasi to reside free of rent in a room in the dwelling house appertaining to the Trust Estate or any other premises that may be acquired in substitution of the same, it being the intention of the Settlor that he and his wife should be provided with residence out of the said Trust Estate during the continuance of the trust. Notwithstanding such residence the proportionate share of outgoings in respect of the said dwelling house shall be borne and paid out of the Trust Estate.

2. In the event of the Trust Estate or property or any portion thereof being acquired compulsorily, the compensation money for the same or in any other way any money or monies coming into the hands of the Trustees on account of or in lieu of the corpus

of the Trust Estate, shall be invested by the Trustees in some appropriate securities or in acquisition of some ~~immovable~~ ~~properties~~ at the very earliest opportunity.

3. It shall be lawful for the Trustees to sell, mortgage or otherwise dispose of or alienate the Trust Estate or any part thereof with the permission of competent Court for the benefit of the Trust Estate and for the maintenance of the Settlor and the said Sm. Sibangini Dasi and to invest the sale proceeds thereof in fixed deposit with the State Bank of India or in Government Papers so that out of the income of said investment trust can be carried on.

4. If the Trustees or any one of them become or becomes unwilling or incompetent to act as Trustee or Trustee it shall be lawful for the Settlor to appoint new Trustees or Trustee in their or his place PROVIDED ALWAYS that the appointment of new Trustees or Trustee shall not affect the rights and benefits conferred under these presents.

5. Upon making over possession as aforesaid to the said Tulsi Charan Marik and Satya Charan Marik and/or their respective heirs executors administrators and legal representatives as hereinbefore mentioned, the Trust hereby created shall come to an end.

6. For the purposes of stamp duty, the properties hereby transferred are valued at Rs. 64,000/-

and stamp duty of Rs.720/- by Non-judicial stamp, paid thereon.

The Schedule 'A' above referred to.

District 24 Parganas Sub-registry Baruipore
Pargana Medanalla Thana Baruipore mauza Subuddhipur
J.L.No.32 R.S.No.70 Touzi Nos. 250,266 and 267,
landlord at present the Collector of 24-Parganas
for and on behalf of the State of West Bengal
under provisions of the W.B.Estates Acquisition
Act 1954:

Lot I: All That piece and parcel of Rayat Sthitiban
Danga land containing by estimation 19 (nineteen)
cents in area being C.S.Dag No. 666 (six hundred
sixty six) under khatian No. 485/1 bearing annual
rental of Rs.2-2-0 under landlords' khatian No.480

Valued @ Rs.3800/-

Lot II: All That piece of Rayat Sthitiban Bastu
land measuring about 52 (fifty two) cents in area
being C.S.Dag No. 668 (six hundred sixty eight) under
khatian No. 737 held at the yearly jama of Rs.2-4-9
under landlord's khatian No. 313.

Valued @ Rs.7800/-.

Lot III: All That piece and parcel of Rayat
Sthitiban Danga land containing by estimation 11
(eleven) cents in area being C.S.Dag No. 668/1189
(six hundred sixty eight upon one thousand one
hundred eighty nine) under khatian No. 7 held at the

rent of 00.90 nP per year under landlord's khatian No. 5.

Valued @ Rs. 2200/-

Lot IV: All That piece and parcel of Rayat

Sthitiban Saliland containing by estimation 23 (twenty three) cents in area being C.S. Dag No. 669 (six hundred sixty nine) under khatian No. 235 held at a rent of Rs. 0-8-0 per annum under landlord's khatian No. 234.

Valued @ Rs. 2300/-

Lot V: All That piece and parcel of Rayat

Dakhali Swattwa Sali land containing by estimation 10 (ten) cents in area being C.S. Dag No. 668/1188 (six hundred sixty eight upon one thousand eight hundred eighty) and No. 668/1190 (six hundred sixty eight upon one thousand one hundred ninety) under khatian No. 658 held at the yearly rental of Re. 1/- under landlord's khatian No. 658.

Valued @ Rs. 1000/-

Lot VI: All That piece and parcel of Rayat

Sthitiban Sali land containing by estimation 53 (fifty three) cents in area being C.S. Dag No. 668/1192 (six hundred sixty eight upon one thousand one hundred ninety two) under khatian No. 8/1 held at a rent of Rs. 2.65 nP per year under landlord's khatian No. 5.

Valued @ Rs. 5300/-

Lot VII: All That piece and parcel/^{of}Niskar Rayat Sthitiban Danga land containing by estimation 12 (twelve) cents in area being C.S.Dag No. 668/1191 (one hundred sixty eight upon one thousand one hundred ninety one) under khatian No. 6 and landlord's khatian No. 5.

Valued @ Rs.2300/-

The Schedule 'B' above referred to.

District 24 Parganas Sub registry Baruipur Pargana Medanmalla Thana and mauza Baruipur J.L.No. 31, R.S.No.71 Touzi No. 250 and OBI landlord State of West Bengal represented by Collector of 24 Parganas

Lot VIII: All That piece and parcel of Rayat Dakhali Swattwa Bastu land containing by estimation 13 (thirteen) cents in area out of the total area 20 cents, being C.S.Dag No. 170 /948 (one hundred seventy upon nine hundred forty eight) under khatian No. 5612 being proportionate annual rental of 00.55 nP out of the annual jama of .00.68 nP under landlord's khatian No.1.

Valued @ Rs.3900/-.

Lot IX: All That piece and parcel of Rayat Dakhali Swattwa lands including tank containing by estimation 48 (forty eight) cents in area and recorded under khatian No. 5352 held at an annual rental of Rs.2.55 nP under landlord's khatian No. 1 as follows:-

<u>Dag No.</u>	<u>Nature</u>	<u>Area</u>
957 (nine hundred fifty seven)	Danga	.02 cents
958 (nine hundred fifty eight)	do	15 "
960 (nine hundred sixty)	Doba	09 "
961 (nine hundred sixty one)	Sali	18 "
960/16078	Danga	02
961/16081	Sali	02

Valued @ Rs.7200/-

Lot X: All That piece and parcel of Mahatran Niskar (revenue -redeemed) land containing by estimation 99 (ninety nine cents) in area out of 1.04 acres recorded and khatian No. 7073 and landlord's khatian No. 0 as follows

<u>Dag No.</u>	<u>Nature</u>	<u>Area</u>
949 (nine hundred forty nine)	Bastu 73 out of 78 cents	
950 (nine hundred fifty)	Tank	26

Value of land @ Rs.15600/-

Value of tank @ Rs. 2600/-

Together with a one -storeyed brick built house consisting of two rooms with covered verandah to the north and open rowak to north of covered verandah and another verandah to the south of one room, a raneegan tyled shed kitchen on brick built walls, one C.I. shed cowshed on brick walls, one pucca privy, a tube well and a pucca ghat on the tank and pucca drain and compound walls.

Valued @ Rs.8000/-

Lot XI: All That piece and parcel of Mahatran Niskar (revenue redeemed) Danga land containing by estimation 10 (ten) cents in area out of the total

area of 13 cents being C.S.Dag No. 951 (nine hundred fifty one) under khatian No. 7038 and landlord's khatian No. 0.

Valued at Rs.1000/-

Lot XII: All that piece and parcel of Rayat Dakhali Swatta Sali land containing by estimation 22 (twenty two) cents in area being C.S.Dag No. 11039 (eleven thousand and thirty nine) under khatian No. 604 held at an annual rent of Rs.1.13 Np under landlord's khatian No. 1

Valued at Rs. 1000/-

Thus, total area of land including tank transferred under these presents is 3.72 acres (three acres seventy two cents).

Total value of entire property is Rs.64,000/-

IN WITNESS WHEREOF the Settlor and each of the Trustees hath hereunto set his hand and seal the day month and year first above written.

SIGNED AND DELIVERED

In the presence of:

Manimohan Mahto
Advocate
Judges' Court, Alipore

Bhawanath Mahto
101/C. Hazra Road.
Calcutta 26.

Romendra Nath Mahto

SETTLOR

Romendra Nath Mahto

Lubri Charan Mahto

Satyaj Charan Mahto

TRUSTEES.

Dated, the 26th, December 19

From
RAMENDRA NATH MARIK
To
RAMENDRA NATH MARIK & OTHER



DEED OF TRUST

For Registrar, 24 Pages

26-12-63



Manimohan Marik
Advocate,
Judges' Court, Alipur.

27.12.63

Registrar, 24 Pages

Manimohan Marik

Book No. 92
Volume No. 181
Page No. 181
Being No. 4763
of the year 1163

Manimohan Marik