



19/8
22/8
4479

Plan for
9/8

Issue Certified Copy of Plan of Dnd no 1507
of 1947. Copied in Book no I Volume no 27 -
Pages 214 to 219 Registered at Aizawl S.R.



[Signature]
for Registrar, 24 Dargahs
26.8.54

849 19.8.54
 Rs 2/-
 B N Ghose. Ahipore
 Gmrl. Gd. Gmrl. unit



Admission
 of the Secy
 Be gtd from
 Termination
 from the
 under the

Plan 1-
 3-
 2-
 CFS - 2-
 6/2

B N Ghose
 4479 19.8.54

Ray
 Ray
 2/10





Admissible under Rule 21 and also
under Section _____ of the
Bengal Tenancy Act, 1886 or agricultural
Tenancy Act duly stamped (or exempt
from stamp duty) under the Indian Stamp Act, 1899,
Schedule 1A, No. _____
Fee paid: _____

1-3/25
A.C.
N.2/87
8/4/59
Registrar, Alipore
Sadar

THIS INDENTURE made this 8th day of April One
thousand nine hundred and fifty nine Between
Durgadas Ghosh son of late Anadi Nath Ghosh residing at
14/2, Mackenzi Lane in the district of Howrah hereinafter
referred to as "THE BORROWER" (which expression shall
unless excluded by or repugnant to the context be deemed to
include his heirs executors administrators representatives
and assigns) of the FIRST PART Kali Prosad Raichoudhury
son of Nalini Kanta Raichoudhury residing at P/30/30A
Narkeldanga Main Road in the district of Calcutta and
Mayamoy Mittra son of Kali Kumar Mittra residing at Joshra-
Chakdaha in the district of Nadid hereinafter referred to
as "SURETIES" (which expression shall unless excluded by
or repugnant to the context be deemed to include their res-
pectives heirs executors administrators representatives and
assigns) of the SECOND PART A N D THE GOVERNOR OF THE
STATE OF WEST BENGAL, hereinafter referred to as the
"GOVERNOR" (which expression shall unless excluded by
or repugnant to the context be deemed to include his -
successors in office and assigns) of the THIRD PART.

WHEREAS the Borrower, being seised and possessed of or
otherwise well and sufficiently entitled as absolute propri-
-tor in possession thereof to the plot of land hereditament
and premises hereinafter more particularly described in the
Schedule hereunder written, by an Indenture of Mortgage
dated 27.8.58 registered in Book No. I Volume No. 142
Page 85 to 94 being No. 7610 for the year 1958, in the

...Sub---

Now
8/4/59

Durgadas Ghosh



Presented by the Registrar at 84
 1/15 AM or PM on the day
 of April 1959. On the day
 of the day of the month
 of the year of the century
 of the day of the month
 of the year of the century
 of the day of the month
 of the year of the century

Application is admitted
 1) Durga Das Chak
 Sp. Late Anandi Nath Chak
 of Howrah P. Golabani
 Dr. Howrah

Durga Das
 Registrar, Alipore
 Sadar.
 9/11/59

2) Kali Prasad Roy Choudh
 Sp. Nalini Kanta Roy Choudh
 P. 30A Nari Keladanga
 Faridkot Cal II

Durga Das
 Kaliprasad Raychoudhury

3) Maya May Mitra
 Sp. Late Kali Kesharan Mitra
 of Jashua Al. Chakdah
 Dr. Nadia Howrah
 Sonnee

Maya May Mitra

Gejendranath Ray

Who are identified
 by Gejendranath Ray
 Son/wife of Mukteswar Ray
 of Thana
 District Alipore
 by caste by profession

Thumb-impression is
 disposed with.
 Members
 son
 9/11/59

Registrar, Alipore
 Sadar

The 11th day of April
 1959

Sub-Registration office at Alipore Sadar and made between the Mortgagor of the first part. Kali Prosad Rai Choudhury son of Nalini Kanta Rai Choudhury and Maya Moy Mittra son of Late Kali Kumar Mittra as Sureties of the Second Part and the Governor of the third part in consideration of the sum of Rs.7000/- (Seven thousands) only agreed to be lent and advanced to the Mortgagor by the Governor for the purpose of enabling the Mortgagor to defray the expenses of building a house on the said land hereditaments and premises at a cost then estimated at Rs.8364/- as residence for himself and the members of his family, conveyed the said land hereditaments and premises together with the building to be erected thereon unto and to the use of the Governor by way of mortgage for securing the said sum of Rs.7000/- (Seven thousand) so agreed to be lent and advanced together with the interest thereon calculated at the rate mentioned in the said Indenture.

AND WHEREAS the cost of the said building to be erected on the said land hereditaments and premises is estimated to amount to Rs.10759.90 n.p. and the Borrower has applied to the Government of West Bengal (hereinafter referred to as the "Government") for an additional loan of Rs.1000/- (One thousand) to enable him to complete the building which is being erected upon the said land hereditaments and premises ^{as} and ~~and~~ aforesaid by the Borrower on the same terms and conditions as those contained in the hereinbefore in part recited Indenture of Mortgage dated 27.8.58 -

and...

Borrower's



De
Sub-Registrar Alipore
Sadar. 9/4/57

and the Government has agreed to advance the said sum.

NOW THIS INDENTURE WITNESSETH as follows:-

1. In pursuance of the said agreement and in consideration of the further sum of Rs.1000/- (One thousand) paid by the Governor to the Borrower the Borrower and the sureties jointly and severally hereby covenant with the Governor to pay to the Governor the said sum of Rs.1000/- (Rupees One thousand) with interest thereon from the date hereof at the rate hereinafter mentioned at the dates and in manner hereinafter mentioned and that so long as any part thereof shall remain owing to pay interest at the rate hereinafter mentioned on the moneys for the time being so remaining owing.

2. The Borrower doth hereby declare that the said land hereditaments and premises comprised in the hereinbefore in part recited Indenture of Mortgage dated 27.8.58 also mentioned and described in the - Schedule hereunder written and the buildings structures and erections built or to be built thereon shall henceforth be a security for and be charged with as well the payment of the said sum of Rs.1000/- (Rupees One thousand) now lent by the Governor to the Borrower with interest thereon from the date hereof at the rate aforesaid as also the payment of the said sum of Rs.7000/- (Rupees Seven Thousand) only secured by the hereinbefore in part recited Indenture of Mortgage dated 27.8.58 with all interest to become due thereon and that no part of the said land hereditaments and premises and the buildings erected thereon shall be redeemable until both the said sums with the interest thereon respectively shall have been fully paid to the Governor.

3. AND THIS INDENTURE FURTHER WITNESSETH that in consideration of the said sum of Rs.1000/- (Rupees One thousand) only so paid

Deogun

so paid to the Borrower the Borrower and the sureties do hereby agree and covenant with the Governor as follows:-

1). That the amount of the said loan of Rs. 1000/- only shall be wholly and solely applied by the Borrower for the completion of construction of the said building for the residence of the Borrower and his family on the said plot of land hereditaments and premises of the Borrower mentioned in Schedule hereunder written and shall not be used or shall not be allowed to be used or shall not be allowed to be used or utilised by the Borrower for any other purpose whatsoever and the Borrower shall on being called upon by any officer of the Government authorised in that behalf produce statements of account and supporting vouchers before such officer for his satisfaction that the advances have been duly utilised and spent for the said purpose.

2(a). That the Borrower shall complete construction of the said building on the said land hereditaments and premises described in the Schedule according to the site plan, building plan specification design and lay out as approved by the Government within 3 (three) months from the date hereof and shall from time to time allow and afford every facility and liberty to any officer or officers of the Government deputed for the purpose for inspecting and verifying the work of the construction of the said building and the materials used for such purpose.

(b). That the Borrower shall keep and maintain proper accounts and supporting vouchers of the expenses for the construction of the house and shall from time to time on being called upon to do so produce the same for the inspection

Deputy Secy

of the said Administrative officer or the District Officer of the district concerned as the case may be , to satisfy that the sums so advanced had been duly and properly spent for the purpose for which the same have been advanced.

3. That the Borrower shall pay to the Government interest at the rate of 6% per cent per annum on the amount for the time being remaining due and owing by the Borrower to the Government along with each instalment of the principal sum payable by the Borrower in repayment of the loan as is hereinafter provide PROVIDED - HOWEVER that if the Borrower shall pay the instalments with interest payable on the amount of the laon for the time being due and payable by the Borrower to the Government duly within the period limited for the payment thereof as is hereinafter provided then the Government shall accept interest at the rate of 5(five) percent per annum in lieu of interest at the rate of 6% percent per annum.

4. That the loan so advanced and agreed to be advanced as aforesaid shall be repayable by the Borrower in 20(Twenty) equal instalments the first of such instalments being payable on the date of execution of the new bond and the subsequent instalments on the same day of 8th April '59 of the succeeding years.

5. That should the Borrower make default in paying any instalment in repayment of the said sum of Rs.1000/- (One thousand or the interest payable as aforesaid or fail to observe perform or fulfil any of the terms conditions and covenants herein - contained on his part then and in any of such events the amount for the time being due and owing on the security of these presents inclusive of interest, shall notwithstanding anything to the - contrary herein contained at once become due and payable and there - upon the Governor or the Government shall be at liberty to

Devgan Rn

liberty to exercise and enforce all his or its rights or remedies for the recovery of the moneys due and owing on the security of these presents and the said hereinbefore in part recited Indenture of Mortgage dated 27.8.58 including the appointment of a Receiver of the mortgaged premises to which appointment the Borrower undertakes to consent.

6). All the powers provisions and covenants contained or implied in the hereinbefore in part recited Indenture of Mortgage dated the 27.8.58 in relation to the said sum of Rs.7000/- (Rupees Seven thousand only) thereby secured and the interest thereon shall be applicable as well as to the sum of Rs.1000/- (Rupees One thousand only) and the interest thereon and to this security as fully as if the same powers provisions and covenants had been herein set out and specifically made applicable thereto.

4... AND THIS INDENTURE FURTHER WITNESSETH that any time allowed to the Borrower to carry out observe fulfil and perform any of the terms conditions herein on the part of the Borrower contained or any accommodation afforded to the Borrower with or without notice to the Sureties shall not affect or impair the liability of the Sureties and the liability of the Sureties will fully and effectually continue and subsist unless and until the whole of the moneys secured by these presents is repaid in full to the Governor or the Government.

THE SCHEDULE ABOVE REFERRED TO.

..Full..

Deputy Secy

THE SCHEDULE ABOVE REFERRED TO.

(Full description of the land is to be inserted here).

All that piece or parcell of parmanent Mokorari Mourasi land containing an area of (3) three cottas and (1) One chattak and (15) fifteen Sq.Ft. of land out of an area of 9.32 acres i.e. Bengali measurement more or less 28 bighas 3 cottas 14 chataks of land comprising Khotian No.299,302,381,382,384,386,414,414/2(Hal Khatian No.1249) and being Dag No.473 $\frac{474}{104}$, $\frac{475}{1042}$, $\frac{472}{1058}$, $\frac{471}{1059}$, $\frac{476}{1043}$, $\frac{471}{1060}$, 471,475,476,474,472,470,476 $\frac{1839}{1079}$ (Hal Plot No. $\frac{1839}{2173}$) J.L.No.8 mouza Sahapur Pargana Magura P.S.Behala S.R.Office Alipore, District 24-Pgs, comprised within the Touzi No.93 and 101 of the Collectorate by 24-Parganas and being the part of the C.S.Plot No.476(Four hundred and and seventy six)in the Khatian No.302 (three hundred and two) in the other as per original title deed (registered in book No.1 Volume No.88 Pages hundred seventy nine - one hundred eighty one being No.5382 for the year 1955 S.R. Office Alipore Sadar on a proportionate rental of Re.1/- (One) payable to the land lord Babu Ahidhar Choudhary Zaminder of 98, Beltala Road,Bhowanipur now to the Collectorate , 24-Parganas including all structures and construction standing thereon and to be constructed in future with all rights and easements and appertenents thereto butted and bounded in the manner following:

North:- Plot No. 101, and 102.
South:- 16, sixteen feet wide road proposed.
East:- land of Atul Dutta.
West :- Plot No.95.

IN WITNESS WHEREOF.

As per...

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

SIGNED AND DELIVERED by the

Borrower in the presence of:

1. Durgadas Bhushan,

(Signature, Address and description

of at least two attesting witness).

Gajendra Nath Dey
Lawyer, A.P. Lane:
30 A. Annada Banerjee Lane
Cal-20

2. Bisnurupada Bhattacharya
Asst. Sec. Sept. 8/4/59.

SIGNED AND DELIVERED by the

Sureties in the presence of:

1. Kaliprasad Bhattacharya.

2. Maya May Mitra

(Signature, Address and description

of at least two attesting witness).

Gajendra Nath Dey
Lawyer, A.P. Lane
30 A. Annada Banerjee Lane
Cal-20

2. Bisnurupada Bhattacharya
Asst. Sec. Sept. 8/4/59.



Mr.
Sub-Registrar, Alipore
Sadar.
8/4/59



N-1/-
22/4/59

Deputy Registrar
No. 50
Volume No. 289 296
Page No. 36248
59

Sub-Registrar, Alipore
Sadar
13. 4. 59

Saigib Kumar Bose
DONOR

WITNESSES:-

1. Dikalanand ^{murumda} ^{19/7/55}
2. Gibson Kumar Bandyopadhyay
19.7.55

I accept the gift hereby made.

Dugan Chakraborty
DONEE 19.7.55

Typed by



Sub-Registrar Alipore
Sadar.



Sub-Registrar Alipore
Sadar.
26.7.55.

Book No. 4
Volume No. 88
Pages 179 to 181
Being No. 5382
of the Year 19.55

of 81

Handwritten signature

Copy.

Sd. Jhigile
Registering officer
18.7.55

THIS GIFT is made on the 19th day of July in the year of Christ One Thousand Nine Hundred and Fifty Five BETWEEN SANJIB KUMAR BOSE, son of Sri Dhirendra alias Hirendra Nath Bose, by caste Kayastha, by occupation Service, formerly of P.O. and Vill. Suvarara, P.S. Abhoynagar, Dist. Jessore, now resident of Batanagar, P.O. Batanagar, P.S. Maheshtolla, Dist. 24 Parganas (hereinafter called "the donor", which expression unless excluded by or repugnant to the context shall include his heirs, legal representatives and assigns) of the One Part AND DURGADAS GHOSH, son of late Anadi Nath Ghosh, formerly of Vill. Uttardihi, P.O. & P.S. Fultala, Dist. Khulna, now resident of Thakurdas Babu Lane, P.O. & P.S. Serampore, Dist. Hooghly (hereinafter called "the donee", which expression unless excluded by or repugnant to the context shall include his heirs, legal representatives and assigns) of the Other Part.

WHEREAS the donor is a very near relation of the donee, being the donee's own sister's son; AND WHEREAS the donor acquired by way of sale a permanent mokarari mourasi open plot of bastu land measuring 3 cottahs 1 chhatak 15 sq. ft. in Mouza Sahapur, Pargana Magura, P.S. Behala, District 24 Pargana, more fully described in the Schedule hereto and for greater clearness delineated on the map hereto annexed and thereon shown bordered red, with the financial help from the donor's own maternal grand-mother; AND WHEREAS the donor is now the owner of the said open plot of land; AND WHEREAS the donor out of his natural love, affection and

attachment for his own maternal uncle the donee is desirous of making a gift of the said open plot of land, more fully described in the Schedule hereto, to the donee who has left his home in East Pakistan for good, for the purpose of the donee's building a house thereon and thereafter, of the donee's settling down therein with his old mother and other members of his family.

NOW THIS DEED WITNESSES as follows :-

1. That in consideration of the love, affection and attachment of the sonor for the donee the donor hereby transfers to the donee free from encumbrances ALL that permanent mokarari mourasi open plot of bastu land measuring 3 cottachs 1 chhatak 15 sq. ft. more fully described in the Schedule hereto and for greater clearness delineated on the map hereto annexed and thereon shown bordered red TO HOLD the same to the donee absolutely for ever.

IN WITNESS WHEREOF the donor hereunto subscribes his signature on the day month and year first above-written.

SCHEDULE.

Description of the open plot of bastu land above referred to :-

All that piece or parcel of permanent mokrari mourashi land containing an area of 3 cottahs 1 chhatak 15 sq. ft. of land out of an area of 9.32 acres, that is to say, in Bengali measurement more or less 28 Bighas 3 Cottachs 14 Chhatacks of land comprised in Khatian Nos. 299, 302, 381, 382, 384, 386, 414/1, 414/2, being that Khatian No. 1249, that Plot No. $\frac{1839}{2173}$, dag Nos. $\frac{473}{1041}$, $\frac{475}{1042}$, $\frac{472}{1058}$, $\frac{471}{1059}$, $\frac{476}{1043}$, $\frac{471}{1060}$, 471, 475, 476, 474, 472, 470, $\frac{476}{1079}$, J.L.No.8 Mouza Sahapur Pargana Magura P.S. Behala

Sub-Registry Office Alipore, District 24-Pargana, comprised within

the touzi No. 101 of the Collectorate of 24-Parganathe
veyed land ng the part of C.S. Plot No. 476 in the
nathan No. the R.R. and bounded as follows :-

North Plot Nos. 101 and 102
East Land of Atul Dutta
West Plot No. 95
South 16' ft proposed Road.

for which Re. 1/- (Rupee One) is payable as annual rent to the
landlord Babu Ahidhar Ghosh, Seminder residing at 98, Beltola
Road, Bhowanipore, within the town of Calcutta. At present
Collector 24- Parganas. Valued at Rs. 1000/-

Sanjib Kumar Bose,

D O N O R

WITNESSES:-

- 1.
2. Jibon Kumar Banerjee.

19. 7. 55.

I accept the gift hereby made.

D O N E E

Typed by

Largadas Ghosh

Register

Book No I

Volume No 88

Pages 179 to 181

Being no 5382

For the Year 1955

THIS INDENTURE made this the 17th day of May One thousand nine hundred and forty seven B E T W E E N SACHINDRA NATH CHATTERJI son of late Harendra Nath Chatterji at present residing at P. 321, Kavir Road P.S. Tollygunge, within the Municipal town of Calcutta by caste Brahmin by occupation landholder and businessman herein after called the VENDOR which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives and assigns of the One Part and SANJIB KUMAR BOSE son of Dharendra Nath Bose P.O. and Village Suvarara P.S. Abhoynagar District Jessore by caste Kayastha by occupation Service hereinafter called the PURCHASER, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, legal representatives and assigns of the Other Part WHEREAS on the 28th day of September 1946 the Vendor abovementioned took a Permanent Mourashi Mukrari lease of the undermentioned lands along with other lands more fully described in the Schedule below from BAI AHIDHAR GHOSH of 98, Beltola Road, Bowanipore, in the town of Calcutta and is seised and possessed of the same by making various developments and Whereas the said Vendor intends to sell his entire Permanent Mourashi Mukrari entire Permanent Mourashi Mukrari interest in the lands covered by his Mourashi Mukrari Lease, measuring more or less 28 Bighas 3 Cottahs and 14 Chatacks of land and has divided the said plot into a number of small plots as shown in the sketch map hereunto annexed And Whereas the Vendor has intended to make

over the proposed roads, paths and pathways to the South Suburban Municipality for their up-keep and maintenance, reserving to himself the right to make any alterations in the layout thereof, provided that adequate facilities equal as far as practicable to those shown in the key plan, will in such event be given to the Purchaser and the Purchaser will not be entitled to claim any compensations for any such alterations if and when made And Whereas the Purchaser has agreed to purchase one of these plots numbering 96 and measuring more or less 3 cottahs 1 chatak 15 Sq. ft. of lands for which a proportionate rent of Re. 1/- (RUPEE ONE ONLY) is payable annually to BALU AHIDHAR GHOSH of 98, Beltola Road, Bowanipore in the town of Calcutta and has advanced a sum of Rs. 972-As.0.P.0. (RUPEES NINE HUNDRED SEVENTY TWO) as earnest money on the 8th day of May, 1947 in part payment of the consideration of this conveyance, the entire consideration having been settled at Rs. 3160 As.6 ps.8 (RUPEES THREE THOUSAND ONE HUNDRED SIXTY ANNAS SIX AND PIES EIGHT) and the balance Rs. 2188 As.6.Ps.8 (RUPEES TWO THOUSAND ONE HUNDRED EIGHTY EIGHT ANNAS SIX AND PIES EIGHT) is now paid and the receipt whereof, is hereby acknowledged NOW THIS INDENTURE WITNESSETH that in consideration of Rs. 3160 As.6 Ps.8 the Vendor agreed to sell and Purchaser agreed to buy the Mourashi Mukrari Permanent interest in the aforesaid Plot No. 96 measuring more or less 3 cottahs 1 chatak 15 sq. ft. of land depicted and delineated red in the map hereunto annexed free from all encumbrances together with rights, privileges, easements, appendages and appurtenances whatsoever belonging whatsoever belonging to or in anywise appertaining to or with the same or any part thereof, usually held or enjoyed or be appurtenant thereto And All the right title, interest, claim and demand whatsoever of the Vendor into and upon the said land hereditaments and premises or any part thereof To have and hold the same land hereditaments and premises hereby granted, transfereed, conveyed,

- 3 -

secured and confirmed or expressed so to be unto and to the use of the Purchaser herein mentioned absolutely and for ever for a consideration of Rs. 3160 As.6 ps.8 (RUPEES THREE THOUSAND ONE HUNDRED SIXTY ANNAS SIX AND PIES EIGHT) And the Vendor doth hereby covenant with the purchaser that notwithstanding any act deed matter or thing by the Vendor done and executed or knowingly suffered to the contrary, he, the said Vendor now hath indefeasible and absolute title in the permanent Mourashi Mukrari interest in Plot above mentioned, free from all encumbrances in the said land hereditaments and premise, hereby granted, transferred, conveyed, assured and confirmed or expressed or intended so to be And the said Vendor has good right, full power and absolute authority to grant, transfer, convey, assure and confirm the same in the matter aforesaid And the Purchaser shall and may at all times hereafter, peaceably and quietly possess and enjoy the said messuage, tenements lands hereditaments and premises and receive the rents, issues and profits thereof, without any lawful eviction, interruption, claim or demand, whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for him or any of his heirs, legal representatives and assigns And Further that he, the said Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser, do and execute and cause to be done and executed all such acts, deeds, matters and things whatsoever or further and more perfectly assuring the said assuring the said land hereditaments and premises more fully set out in the Schedule below and the said Vendor further declares that he is the only and sixteen annas ~~proprietor~~ proprietor of the lands mentioned below and he doth hereby further covenant that unless prevented by any act of God or any other inevitable accident, from time to time and at all times hereafter upon every reasonable request and at the cost of the

Purchaser give facilities for production or cause to be produced unto the Purchaser or his attorney or attorneys or lawyers at any trial the original permanent lease, mentioned in the Schedule 'B' below for the purpose of showing title to the said piece and parcel of land. Be it also noted that if it transpires that the property hereby conveyed by the Vendor, is not free from all encumbrances and if the said Purchaser or his successors-in-interest, legal representatives or assigns are dispossessed from the property hereby conveyed or from any portion thereof and it is found by a competent court that the dispossession is due to defective title or any misdescription or misstatement or false allegations or suppression of facts, the Vendor abovementioned and his heirs, executors, administrators and assigns, will make good the loss and will be liable for all damages. Be it further noted that the terms and conditions herein set forth will be binding on the heirs, executors, administrators, legal representatives of both the Vendor and the Purchaser alike.

SCHEDULE "A"

All that piece or parcel of Permanent Mourashi Mukrari land containing an area of 3 cottahs 1 chatak 15 Sq. ft. of land out of an area of 9.32 acre that is to say in Bengali measurement more or less 28 Bighas 3 cottahs 14 chatacks of land comprised in Khatian Nos. 299, 302, 381, 382, 384, 386, 414/1, 414/2, being dag Nos.

473, $\frac{474}{1041}$, $\frac{475}{1042}$, $\frac{472}{1058}$, $\frac{471}{1059}$, $\frac{476}{1043}$, dag Nos. 473,

$\frac{474}{1041}$, $\frac{475}{1042}$, $\frac{472}{1058}$, $\frac{471}{1059}$, $\frac{476}{1043}$, $\frac{471}{1060}$, 471, 475, 476,

474, 472, 470, $\frac{476}{1079}$, J.L. No. 8 Mouza Sahapur Pargana Magura

P.S. Behala Sub-Registry Office Alipore, District 24-Parganas,

Register

Book no I

Volume no 27

Pages no 214 to 219

Being no 1507

for the year 1947

comprised within the touzi No. 93 and 101 of the Collectorate of 24-Parganas the conveyed land being the part of C.S. Plot 476 in the Khatian No. 302 of the R.R. and bounded as follows:

North		Plot Nos. 101 and 102
East		Land of Atul Dutta.
West		Plot No. 95.
South		16' ft. proposed Road.

for which Re. 1 As. 0 ps.0 (RUPEE ONE) is payable as annual rent to the landlord BAHU AHIDHAR GHOSH, Zeminder residing at 98, Beltola Road, Bhowanipore within the town of Calcutta. Total rent Rs. 140/15/6.

SCHEDULE "B"

Permanent Lease dated 28.9.46. - Registered in Book No.1 Vol. No. 53 Page 5-15 Being No, 2686 for the year 1946 in the Registration Office of Alipore (Joint) by BAHU AHIDHAR GHOSH in favour of BAHU SACHINDRA NATH CHATTERJI.

In Witness whereof the said Vendor doth hereunto subscribe his hand and seal the day month and the year mentioned at the outset.

SIGNED SEALED AND

DELIVERED IN PRESENCE OF

Witnesses.

1. Manmatha Nath Banerjee.
P 321 Kalin Road.

2. Md. Golam Nabi.
28/- Judges Court Rd.

Sd/-
Sachindranath Banerjee

83/5
Stamp affixed by
Bancroft 26.8.58
Stamp Superintendent.
Calcutta Collectorate.

Stamp affixed by.

C-7610

Stamp Superintendent.
Calcutta Collectorate.



THIS INDENTURE made this 27th day of August 1958 One thousand nine hundred and fifty eight BETWEEN Durgadas Ghosh

son/wife of Late Anadinath Ghosh, residing at 14/2 Mackenzie

Ban, Ghaban, Howrah, hereinafter referred to as "the BORROWER" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs executors administrators representatives and assigns) of the

FIRST PART Kali Prasad Roy Chowdhury son of Nalini Kanto Roy Chowdhury residing at P/30 A Naraildanga main Rd. P.S. Naskeldanga Calcutta

and Maya May Mitra son of Kali Kumar Mitra

Doshua vill, residing at P.O. Chakdaha - Nadia Dist

hereinafter referred to as "SURETIES" (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs executors administrators representatives and assigns) of the SECOND PART AND the GOVERNOR OF THE STATE OF WEST BENGAL, hereinafter referred to as the "the GOVERNOR" (which expression shall unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the THIRD PART.

WHEREAS the Borrower is seised and possessed of or are otherwise well and sufficiently entitled as absolute proprietor in possession thereof to the plot of land hereditaments and premises hereinafter more particularly described in the Schedule hereunder written ;

AND WHEREAS the Borrower has applied to the Government of West Bengal (hereinafter referred to as "the Government") for a loan of Rs. 8000/- (Rupees Eight Thousand only) to enable him to build a house upon the said land hereditaments and premises respectively for the residence of himself and the members of his family at a cost of Rs. 874/- 14877/- and the Government has agreed to grant a loan of Rs. 7000/- (Rupees Seven Thousand only) to the Borrower on certain terms and conditions hereinafter appearing in instalments as hereinafter provided ;

NOW THIS INDENTURE WITNESSETH and it is hereby agreed that the said amount of Rs. 7000/- (Rupees Seven Thousand only)



Presented for registration at 27/8-
 12/30... A.M. or P.M. on the day
 of... August 1958... at the office of
 the Sub-Registrar Alipore Sadar
 by... Durga Das Ghosh... one of the
 Executants or claimant or attorney
 for and
 a Power of attorney No
 for 19..... authenticated by the
 Sub-Registrar of

Execution is admitted

- by (1) Durgadas Ghosh
 s/o. Kate Anadi Nath Ghosh
 of 14/2 MacKenzie Lane
P.S. Gola Bari Dr. Howrah
 (2) Kali Prasad Ray Choudhary
 s/o. Nalini Kanta Ray Choudhary
 of P 304 Narikeldanga
Cal.
 (3) Mayamoy Ghosh
 s/o. Kali Kishore Ghosh
 of Joshua R. Chakrab. Dr.
Asaria Hindu Service

Durgadas Ghosh
 27.8.58

Gajendra Anand
 Sub-Registrar Alipore
 Sadar. 27/8/58

Durgadas Ghosh
 27.8.58

T. 2 dispositive
Anand
 27/8/58

Kali Prasad Ray Choudhary

Mayamoy Ghosh

Who are interested
Gajendra Nath Ray
Alipore

Gajendra Nath Ray
 Lawyer, Alipore

Gajendra Anand
 Sub-Registrar Alipore
 Sadar.

The 27th day of August 1958

so agreed to be advanced by the Government to the Borrower shall be advanced in instalments following, that is to say,—

- (a) 20 per cent. of the loan, viz., Rs. 1400/- (Rupees one thousand and four hundred only) a month before the commencement of the construction of the building by the Borrower on the said plot of land hereditaments and premises of the Borrower mentioned and described in the Schedule hereunder written.
- (b) 30 per cent. of the loan, viz., Rs. 2100/- (Rupees Two thousand and one hundred only) on the construction of the said building being done up to the plinth level after the amount advanced as provided in sub-clause (a) hereof has been fully and properly spent for the purpose aforesaid.
- (c) The balance 50 per cent. of the loan, viz., Rs. 3500/- (Rupees Three thousand and five hundred only) on the construction of the said building reaching the roof level after the amount advanced as provided in sub-clause (b) has been fully and properly spent for the purpose aforesaid.

AND THIS INDENTURE FURTHER WITNESSETH that in consideration of the said sum of Rs. 7000/- (Rupees Seven thousand only) so paid and agreed to be paid in instalments as aforesaid the Borrower and the Sureties do hereby agree and covenant with the Governor as follows:—

1. That the whole amount of the said loan shall as advanced from time to time be wholly and solely applied by the Borrower for the construction of the building for the residence of the Borrower and his family on the said plot of land hereditaments and premises of the Borrower mentioned in Schedule hereunder written and shall not be used or shall not be allowed to be used or utilised by the Borrower for any other purpose whatsoever and the Borrower shall on being called upon by any Officer of the Government authorised in that behalf produce statements of account and supporting vouchers before such Officer for his satisfaction that the advances have been duly utilised and spent for the said purposes.

2. (a) That the Borrower shall build the house after having the site plan, building plan, specification, design, estimate and lay out approved by the Government or any of its officer or officers authorised in that behalf and that the Borrower shall commence the construction of the said building within a month after receipt of the said first instalment, that is to say, 20 per cent. of the loan so to be advanced to the Borrower and shall duly and properly use and utilise the said sum so advanced in such construction within one month from the date of the said advance and shall satisfy the Administrative Officer, Housing, Development Department, Calcutta, or the District Officer of the district concerned, as the case may be of same and shall forthwith thereafter apply for and obtain the further 30 per cent. of the said loan and on receipt of same shall duly and properly use and utilise the said sum so advanced in such construction within two months from the date of receipt of same and shall satisfy the said Administrative Officer, Housing, Development Department, Calcutta, or the District Officer of the district concerned as the case may be of same and shall forthwith thereafter apply for and obtain the balance 50 per cent. of the loan and that the construction of the building shall be completed by the Borrower within seven months from the commencement of the construction of such building and that the plans shall be so prepared that the building to be constructed shall each have not less

Dusgadar Ghosh



Mo
Sub-Registrar Alipore
Sadar.

27/8/58

than 380 square feet and not normally more than 1,200 square feet of floor area and such building shall have at least two living rooms and that the Borrower shall from time to time allow and afford every facility and liberty to any Officer or Officers of the Government deputed for the purpose for inspecting and verifying the work of the construction of the said building and the materials used for such purpose.

(b) That the Borrower shall keep and maintain proper accounts and supporting vouchers of the expenses for the construction of the house and shall from time to time on being called upon to do so produce the same for the inspection of the said Administrative Officer or the District Officer of the district concerned as the case may be, to satisfy that the sums so advanced had been duly and properly spent for the purpose for which the same have been advanced.

3. That the Borrower shall pay to the Government interest at the rate of ~~Six~~...per cent. per annum on the amount for the time being remaining due and owing by the Borrower to the Government along with each instalment of the principal sum payable by the Borrower in repayment of the loan as is hereinafter provided PROVIDED HOWEVER that if the Borrower shall pay the instalments with interest payable on the amount of the loan for the time being due and payable by the Borrower to the Government duly within the period limited for the payment thereof as is hereinafter provided then the Government shall accept interest at the rate of ~~Six~~...per cent. per annum in lieu of interest at the rate of ~~Six~~...per cent. per annum.

4. That the loan so advanced and agreed to be advanced as aforesaid shall be repayable by the Borrower in ~~20~~...equal instalments the first of such instalments being payable within one year from the date of advance of the total amount of loan and the subsequent instalments in the succeeding ~~17~~...years respectively.

5. That should the Borrower make default in paying any instalment in repayment of the said sum of Rs. ~~7000/-~~...or the interest payable as aforesaid or fail to observe perform or fulfil any of the terms conditions and covenants herein contained on his part then and in any of such events the amount for the time being due and owing on the security of these presents, inclusive of interest, shall notwithstanding anything to the contrary herein contained at once become due and payable and thereupon the Governor or the Government shall be at liberty to exercise and enforce all his or its rights or remedies for the recovery of the moneys due and owing on the security of these presents including the appointment of a Receiver of the mortgaged premises to which appointment the Borrower undertakes to consent.

AND THIS INDENTURE FURTHER WITNESSETH that in consideration of the said sum of Rs. ~~7000/-~~... (Rupees ~~Seven thousand only~~...) advanced and agreed to be advanced in manner aforesaid the Borrower doth hereby grant, convey, mortgage, charge and assign ALL THAT piece or parcel of land hereditaments and premises mentioned and described in the Schedule hereunder written and the house to be built and construction on the said land OR HOWSOEVER OTHERWISE the said land hereditaments and premises are known or reputed to be together with the building so to be erected thereon fixtures lights yards courts areas sewers drains ways paths passages common fences walls waters water-courses rights lights liberties privileges easements and appurtenances to the said land hereditaments and premises and the dwelling house so to be erected thereon belonging to or in anywise appertaining or

Disgarden Bank

usually held or occupied therewith or reputed to belong or to be appurtenant thereto AND ALL THE ESTATE right title and interest of the Borrower or of any other person or persons claiming any interest on his behalf in the said land hereditaments and premises and every part thereof and the said house TO HAVE AND TO HOLD the said land tenement or dwelling house hereditaments and premises and all and singular other the premises hereinbefore granted or otherwise assured or expressed or intended so to be UNTO AND TO the use of the Governor for ever subject to the proviso for redemption hereinafter contained that is to say PROVIDED ALWAYS and it is hereby agreed and declared that if the Borrower shall pay or cause to be paid the sum of Rs. 7,000/- (Rupees Seven thousand only) advanced and agreed to be advanced in instal-

ments as are hereinbefore mentioned by instalments as aforesaid within the due dates provided herein for the respective payments as aforesaid with interest for the same at or after the rate of 3 1/2 per cent. by the year in the meantime payable without any deduction or abatement whatsoever and shall and will pay all rates taxes and impositions in respect of the said land tenement or dwelling house hereditaments and premises and shall pay all costs and charges including costs as between attorney and client which the Governor or the Government may have to pay or incur or be put to in or about the recovery of the moneys secured by these presents or otherwise howsoever then and in that case the Governor will at any time thereafter upon the request and at the costs of the Borrower reconvey the said land tenement or dwelling house hereditaments and premises hereby granted unto the Borrower or as he shall in that behalf order or direct free from all incumbrances whatsoever in the meantime made or committed by the Governor AND the Borrower and the Sureties do hereby covenant with the Governor that the Borrower and/or the Sureties shall duly and punctually repay the said sum of Rupees Seven thousand only

with the interest payable thereon in the manner hereinbefore provided AND that the Borrower and/or the Sureties will so long as the said sum of Rs. 7,000/- or any part thereof shall remain unpaid pay to the Governor or the Government interest for the said sum of Rs. 7,000/- or so much thereof as for the time being shall remain unpaid interest at the rate aforesaid AND that the Borrower and/or the Sureties shall pay all costs and charges which the Governor or the Government shall incur or be put to be liable to pay in and about the recovery of the moneys secured by these presents AND he the Borrower further covenants with the Governor that the Borrower is seised and possessed of and absolutely entitled to the said land hereditaments and premises free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates and encumbrances whatsoever AND THAT he the Borrower now hath in himself good right and full power to grant the said land hereditaments and premises hereby granted unto and to the use of the Governor in manner aforesaid AND FURTHER that he the Borrower and all other person or persons having or lawfully and equitably claiming any estate or interest in the said land hereditaments and premises or any part thereof shall and will from time to time and at all times hereafter at his own costs during the continuance of this security and thereafter at the costs of the person or persons requiring the same do and execute or cause to be done or executed all such acts deeds and things for further and more perfectly assuring the said land hereditaments and premises and the dwelling house so to be created thereon unto and to the use of the Governor as shall or may be reasonably required.

Sugandha Anand

The Schedule above referred to :

(Full description of the land is to be inserted here.)

All That piece or parcel of permanent Nakrani Mauza
land containing an area of 3 cottas and 1 (one) chotak
and fifteen sq ft & land out of an area of 91.32
acres i.e. Bengali measurement more or less 28 bighas
3 Cottas 14 chotaks of land comprised in Khirani
^{nos}
414/2 299 302, 381, 382, 384, 386, 414/1^{1/2},
474/2, (Har Khirani no 1249) and being lag nos
473 474 475 472 471 476 471,
1041 1042 1058 1059 1043 1060 471, 473
476, 474, 472, 470, 1079, (Har plot no 1839)
maura Bahapur Parganas Magara p.s. Behala S.R. Office
Alepsur, district 24 Pargonas Composed within
the Tondri no 93 and 101 of the Collectorate-
ly 24 Pargonas and being the part of the
C.S. Plot no 476 (²²/_{Four hundred and seventy}
Six) in the Kotian no 302 (Three hundred and
two & the R.R as per original title deed.
(registered in Book no 1 Volume 88 Pages 179-181
being no 5382 for the year 1955, S.R. Office Alepsur
Sadar) on a proportionate-rental of Rs 1/- (One) Payable
to the Land lord Babu Ahetkar Shook Zamindar
of 58 Beltala road Bhowani Pur now in the
Collectorate Aly 24 Pargones, including all structures and
constructions standing thereon and to be constructed
in future with rights and easements and appertains thereto
bounded in the manner following:
North - Plot 101 and 102 (Plot no 101 is owned by Mr.
Ali and the 102 is Ali.
East - Per site plan submitted by me.) Ali.
South - 16 ft width road proposed
West - Land of Atuly Dutta.

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

SIGNED AND DELIVERED by the Borrower
in the presence of:

1. Durgadas Ishwari

(Signature, address and description of at
least two attesting witnesses.) 1.

Gajendra Nath Ray
Lawyer, Shipra.
30 A. Annada Banjia
Lane
Cal - 20

2. Chakrapati Bonaluy
Rosh Av. S.M.

SIGNED AND DELIVERED by the Sureties
in the presence of:

1. Kaliprasad Raychoudhury

2. Maya may Mitra

(Signature, address and description of at
least two attesting witnesses.) 1.

Gajendra Nath Ray
Lawyer, Shipra.
30 A. Annada Banjia
Lane
Cal - 20

2. Chakrapati Bonaluy
Rosh Av. S.M.



Mr
Sub-Registrar Alipore
Sadar.

27/8/58



N. 50 N-9
0 1/-
1.50.
Paisa 15/11/58

Prescribed in
BOOK No. 142
VOLUME NO. 24
PAGE 85-10
Folio No. 7610
Year 1958

By
Sub-Registrar Alipore
Sadar

30. 8. 58