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Banarji 26.8.58

STAMP SUPERINTENDENT.
CALCUTTA COLLECTORATE.



Admission under Rule 51 and
comp. (or exempted from ex-
cess and require stamp duty)
under the Indian Stamp Act
1899 Schedule No. 1 (a)
or under the Bengal Stamp
(Amendment) Act 1958 Schedule

27/8/58
130/-
33.50/-

THIS INDENTURE made this *27/8* day of *August* One thousand
nine hundred and fifty *eight* BETWEEN *Durgadas Ghosh*

son/wife of *Late Anadi Nath Ghosh*, residing at *14/2 MacKenzie*

Bar, G. N. B. H. 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 Kanta Roy Chowdhury*

residing at *P/30 A Naraildanga main Rd. P.S. Naskibaga*

and *Maya May Mitra* son of *Kali Kumar Mitra*

Doshua vill, residing at *PO 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

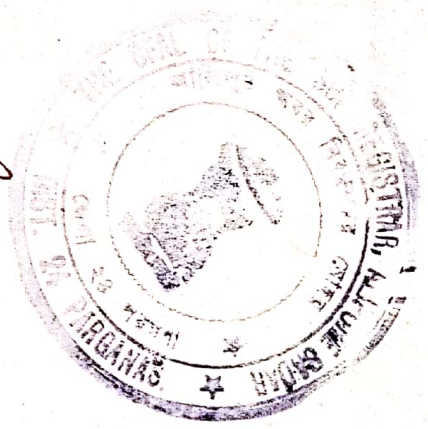
and the members of his family at a cost of Rs. *8074/- 14877/-* and the

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*)

Durgadas Ghosh



Presented for registration in 874
1930 A.M. or P.M. on the day
of 27.8.38 at the office of
the Sub-Registrar Alipore Sadar
by Kangas Sub Choudhury
Presented for abstract of attorney
for and
Power of attorney No
19 authenticated by the
Sub-Registrar of

Dargam Choudhury
27.8.38
Sub-Registrar Alipore Sadar
27/8/38

Dargam Choudhury
27.8.38
Sub-Registrar Alipore Sadar
27/8/38

Changmay Choudhury

Gajendra Nath Roy
Sangam, Alipore

Sub-Registrar Alipore Sadar
27/8/38
1. Dargam Choudhury
2. Kala Prasad Roy Choudhury
3. Kala Prasad Roy Choudhury
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9. Kala Prasad Roy Choudhury
10. Kala Prasad Roy Choudhury

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9. Kala Prasad Roy Choudhury
10. Kala Prasad Roy Choudhury

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 5...per cent. per annum in lieu of interest at the rate of 6...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

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 obtaining 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 heretofore 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. 7000/- (Rupees seven thousand) advanced and agreed to be advanced in instalments as are heretofore 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 2 1/2% per cent. by the year in the month 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 7000/- ^{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. 7000/- or any part thereof shall remain unpaid pay to the Governor or the Government interest for the said sum of Rs. 7000/- 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 seized 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.

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All That piece or parcel of permanent Karkari lands
and containing an area of 3 kottas and 1 (one) chattral
and fifteen sq. ft. & land out of an area of 90.3;
acres i.e. Bengali measurement more or less 28 bighas
3 Cottas 14 chattral or -land / Comprised in Khorian
nos 299 302, 381, 382, 384, 386, 414¹/₂,
~~414¹/₂~~, (Hal khorian no 1249) and being lag ne
479 $\frac{474}{1041}, \frac{475}{1042}, \frac{472}{1058}, \frac{471}{1059}, \frac{476}{1043}, \frac{471}{1060}$
476, 474, 472, 470, $\frac{476}{1079}$, (Hall plot no 1839)
Manza Sahapura Parganas Nagara ps Behar S.R. The
Alejam, district 24 Parganas comprised within
the Tondri no 93 and 101 of the Colchuckah-
r 24 Parganas and being the part of the
C.S. Plot no 476 (~~Four~~ four hundred and seven
ser) 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 179-18
being no 5382 for the year 1955, S.R. office Alejam
Sadar) on a proportional rental of Rs 1/- (one) Payable
to the Land Lord Babu Akhtar Shree Zamindar
of Belatala road Bhodani pur now to the
Colchuckah Parganas, including all structures and
constructions standing there on and to be constructed
in future with walls and easements and openings Kent
~~butted~~ butted and bounded in the manner following
Nam:- Plot 101 and 102 (Plot no 101 is offered by the
State and Plot 102 is Belat.)
Dated per title plan submitted by me Dm.
South:- 16 ft wide road proposed
East:- Land of Aleng Banta.
West:- Plot no 95 (bounded by me Dm.
Plan submitted by me Dm.

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. Durgada Shukla

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

Gajendra Nath Ray
Kamra, H.P.O.
30. A. Annada Bantia
Cal - 20

2.

Abdunur Rahman
Kamra, H.P.O.

SIGNED AND DELIVERED by the Sureties
in the presence of :

1. Kaliprasad Aye Chowdhury

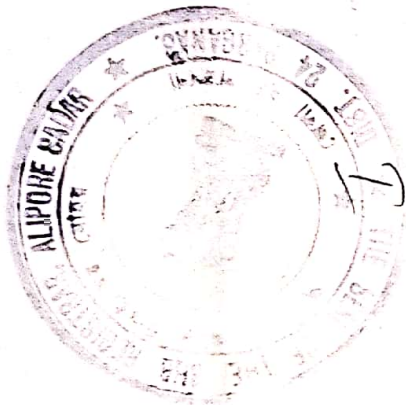
2. Maya may Khatun

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

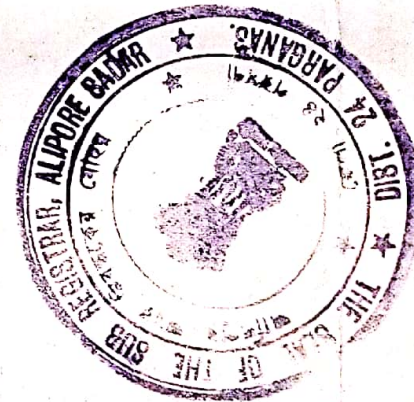
Gajendra Nath Ray
Kamra, H.P.O.
30. A. Annada Bantia
Cal - 20

2.

Abdunur Rahman
Kamra, H.P.O.



Per
27/8/58



Per
Sub-Registrar Alipore Sadar

20. 8. 58

N. 50 N-P

0 1/-
1. 50.

Paione 15/11/58

Registered in
Book No. 1
Volume No. 142
Pages 85 to 94
Index No. 7610
Year 1958