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STAMP AFFIXED BY

STAMP SUPERINTENDENT.  
CALCUTTA COLLECTORATE.

Forfeited

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District Sub-Registrar,

Alipore

21/5/41

5th

day of May

THIS INDENTURE made the

One Thousand Nine Hundred and forty one BETWEEN  
 Kuber Chandra Banerjee son of Sarat Chandra  
 Banerjee by caste Brahmin by occupation Service-  
 holder residing at No. 7, Basanta Basu Road in  
 the town of Calcutta hereinafter called "The  
 Owner" which expression shall unless excluded by  
 or repugnant to the context be deemed to include  
 his heirs executors administrators representatives  
 and/or assigns of the one part and THE TRUSTEES  
 FOR THE IMPROVEMENT OF CALCUTTA a body corporate  
 constituted by the Calcutta Improvement Act 1911  
 hereinafter called "The Board" of the other part  
 WHEREAS by an indenture of even date with but  
 executed prior to these presents and made between  
 the Board of the one part and the Owner of the  
 other part ALL AND SINGULAR the hereditaments and  
 premises described in the Schedule hereto were  
 transferred and conveyed to the Owner by the Board  
 and by the Indenture now in recital it was provided  
 that the payment of a moiety of the purchase money  
 namely the sum of Rs.5,373/8/- owing by the Owner  
 to the Board should be secured by an Indenture of  
 even date being these presents to be executed by  
 the Owner immediately after the execution of the  
 conveyance beforementioned NOW THIS INDENTURE WIT-  
 NESSETH and declares as follows:-

Received payment of the  
 balance of the outstanding  
 purchase money Rs 3000/-  
 + interest thereon:

V. K. Murali  
 for Chairman  
 23.9.1942

Partly paid No. 2373/81: on 20/6/42 vide 7/7.

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Presented for Registration  
at 2/15 A.M. or P.M. on the 21<sup>st</sup>  
day of May 1941

Sadar Registration office at Alipore

by Kuber chandra Banerji

Executant or Claimant or attorney

Executant or Claimant or attorney

for

under power of

attorney No. for 19

authenticated by the Sub-Registrar

District Sub-Registrar,

Alipore

21/5/41

Executed

Kuber Chandra Banerji

son of

Sarat Chandra Banerji

of

Basanta Baran Road

Thana

Dhobanpur

District

By caste

Brahmin

By profession

Landholder

L. I. registered into

Kuba Chandra  
Banerji

Kuba Chandra Banerji

Bibhut' Bhushan  
Bhattacharya

Identified

his relative

Bibhut' Bhushan

son of late Chandra Chandra Bhattacharya

of

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Bose para lane,

Thana

Dhobanpur

District

By caste

Brahmin

By profession

Landholder

District Sub-Registrar,

Alipore

21/5/41



1. In consideration of the premises the Owner hereby covenants with the Board that he the Owner will pay to the Board the sum of Rs.5,373/8/- within twelve years to be computed from the 7th day of March, 1941 together with interest thereon at the rate of six percent per annum calculated from the said 7th day of March, 1941 payable yearly on the 7th day of March each year during the said period without any deduction the first of such payments to be made on the 7th day of March, 1942.

2. The Owner may at his option during any year of the said period of 12 years release the premises hereby charged or made subject thereto by payment to the Board of the said sum of Rs.5,373/8/- together with the proportionate part of annual interest of Rs.322/6/6 due for that year and any arrears thereof.

3. The Owner hereby charges as a first charge in favour of the Board ALL AND SINGULAR the hereditaments and premises described in the Schedule hereto and shown on the map or plan hereto annexed and thereon coloured pink together with all buildings and other erections now or hereafter thereon and together with the appurtenances thereto belonging with the payment to the Board of the principal interest and other moneys for the time being due on the security of these presents.

4. If the Owner shall duly and punctually pay to the Board the said sum of Rs.5,373/8/- on the twelfth year computed from the 7th day of March, 1941 or shall redeem the balance of purchase money as provided in Clause 2 hereof and shall also pay all other sums of money due or to become due or payable hereunder and observe and perform the covenants on his part and conditions herein contained the Board will at the request and cost of the Owner execute a release or such other document as may be necessary of the premises hereby charged.



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District.....  
By caste.....  
By profession.....

District Sub-Registrar,

Alipore

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5. The Owner hereby further covenants with the Board that if any yearly payment of interest shall remain unpaid for 15 days after the date when the same ought to be paid he will on demand in writing by the Board for payment thereof and for payment of the outstanding purchase money pay to the Board both such said amounts and in case of further default in payment thereof will pay interest thereon at the rate of 12 per cent per annum until payment.

6. The Owner hereby also covenants with the Board that notwithstanding any act deed matter or thing by him done or executed or knowingly suffered to the contrary he now has good right to charge the aforesaid premises in manner aforesaid and that the premises charged herewith are free from all encumbrances except the lien of the Board as Vendors and further that the Owner and all persons rightfully claiming from under or in trust for him shall and will from time to time and at all times hereafter at the request of the Board but at the cost of the Owner do and execute or cause to be done and executed all such acts deeds and things for perfecting the security hereby created in favour of the Board as shall be reasonably required.

7. It shall be lawful for the Board at any time or times when the payment as provided in Clause 5 hereof shall be in arrear for the space of three calendar months or if the balance of purchase money be not paid on the twelfth year as specified herein without any further consent on the part of the Owner to sell the premises or any part or parts thereof either together or in lots and either by public auction or private contract and either with or without special conditions or stipulations relative to the title or otherwise and to give effectual receipts for the purchase money and do all other acts and things for completing the sale which the Board shall deem proper.



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8. The Board shall with and out of the money to arise from any such sale as aforesaid in the first place pay and retain all the costs and expenses attending such sale and in the next place pay and satisfy the balance of purchase money and the arrears of interest and all other moneys due hereunder and shall pay the surplus (if any) to the Owner or other person legally entitled thereto but no purchaser upon any sale under the power hereinbefore contained shall be bound or concerned to see or enquire whether any such default has been made or otherwise as to the necessity for or propriety of such sale or be affected by notice that no such default has been made or that the sale is otherwise unnecessary or improper and the Owner hereby covenants with the Board that he the Owner shall and will from time to time and at all times during the continuance of the security hereby created upon the request of the Board but at the cost of him the Owner produce or cause to be produced unto the Board or to the Attorneys or Agents for the Board or as the Board or such Attorneys or Agents shall direct or at any trial hearing commission or examination or otherwise as occasion shall require the Indenture of Conveyance of even date with but executed prior to these presents and made between the Board of the one part and the Owner of the other part and will also at the like request and cost furnish or deliver or cause to be delivered unto the Board such attested or other copies or extracts of or from the said Indenture of Conveyance as the Board may require and shall and will in the meantime keep the same Indenture safe unobliterated and uncanceled damage by fire or other accident excepted.

THE SCHEDULE ABOVE REFERRED TO.

All that the piece or parcel of revenue free land containing an area of 5 K. 5 Ch. 44 Sq. Ft. be the same a little more or less situate and being Plot No. 112 of the



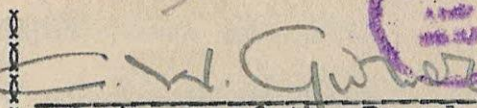




of the surplus lands in Calcutta Improvement Scheme No. XLVII, formed out of portions old premises Nos. 29A, 29B Lake View Road & 23, Monoharpukur 1st Lane and comprised in Holdings Nos. 206 & 200 in Sub-division Q Division VI Dihi Panchannogram Thana Tollygunj Sub-Registration Office Alipore in the Dist of 24 Parganas or howsoever otherwise the same hereditaments and premises are situated bounded called known described or distinguished together with all buildings and other structures for the time being thereon and which said piece or parcel of land is more particularly delineated in the map or plan hereto annexed and thereon coloured pink.

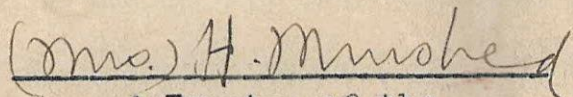
IN WITNESS whereof the Owner and the Chairman of the Board have hereunto set their respective hands the day and year first above written.

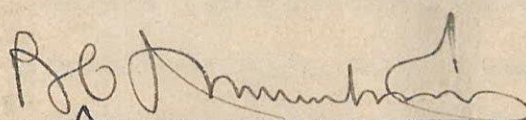
Given under the Common Seal of the Trustees for the Improvement of Calcutta and duly signed in the presence of

  
Chairman of the Board.

(1) Satya Charan Datta  
Witness:- Clerk, Chairman's office.  
(2) Thani Narayan Ghosh  
Meeting clerk, C.I. Trust.

The Common Seal of the Board was hereunto affixed in my presence.

  
A Trustee of the Calcutta Improvement Trust.

  
Secretary to the Calcutta Improvement Trust.

Witness:-

Prasanna Kumar Dasgupta

C.I. Trust Office

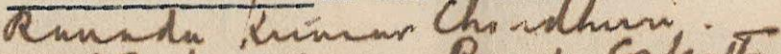
Danajit Kumar

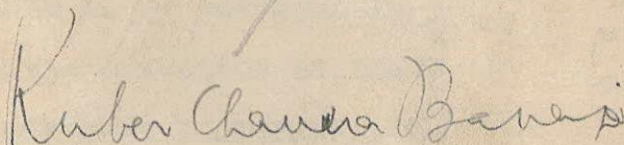
Meeting clerk

C.I. Trust Office

Signed, Sealed and Delivered by the abovenamed Owner

in the presence of.

  
209 B, Lansdowne Road, Calcutta.





Dated 5th May 1941.

Kuber Chandra Banerjee.

to

The Trustees of the Improvement of  
Calcutta.

District Sub-Registrar,

Alipore

21/5/41

SECURITY DEED.

Over Plot No. 112.

Scheme No. XLVII.

Recd on 22.9.41  
21/8

81 to 86  
1937

Original in

S-303

26.5.41

Alipore

District Sub-Registrar

Alipore