

THIS INDENTURE made this Fifteenth day of December One thousand Nine hundred and twenty six Between JATINDRA MOHAN DAS GUPTA son of late Mohini Mohan Das Gupta by caste Vaidya by occupation Medical Practitioner residing at No: 3 Duff Lane hereinafter called the mortgagor (which expression shall whenever the context so requires or permits be deemed to include his heirs executors administrators and assigns) of the One Part and the HINDUSTHAN CO-OPERATIVE INSURANCE SOCIETY LIMITED which is a Joint Stock Company incorporated and registered under the Indian Companies Act and having its registered office at No: 6A, Corporation Street in Calcutta aforesaid hereinafter called the mortgagee (which expression shall whenever the context so requires or permits be deemed to include its successors and assigns) of the Other Part WHEREAS the mortgagor agreed with the mortgagee to grant and convey to him the land hereditaments and premises hereinafter particularly set forth and described and intended to be hereby mortgaged at or for the price of Rs24,525/- (Rupees Twenty four thousand and five hundred and twenty five) only AND WHEREAS the mortgagor requested the mortgagee that the sum of Rs16,300/- (Rupees Sixteen thousand and three hundred) only out of the said sum of Rs24,525/- (Rupees Twenty four thousand and five hundred and twenty five) only should remain in the hands of the mortgagor and that the payment thereof with interest as hereinafter provided should be secured in the manner hereinafter expressed AND WHEREAS by an Indenture bearing even date herewith the mortgagee in consideration of the sum of Rs8,225/- (Rupees Eight thousand and two hundred and twenty five) only part of the said purchase money of Rs24,525/- (Rupees Twenty four thousand five hundred and twenty five) only paid to the mortgagee by the mortgagor and also in consideration of the said sum of Rs16,300/- (Rupees Sixteen thousand and three hundred) only being the remainder of the said purchase money so secured to be paid to the mortgagee as hereinafter appears granted assured and conveyed the said hereditaments and premises to the mortgagor to have and to hold the same unto and to the use of the

the mortgagor in fee simple AND WHEREAS the mortgagor is seized and possessed of and absolutely entitled as proprietor thereof to the said hereditaments and premises to be hereby mortgaged free from all charges encumbrances liens and attachment NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the premises the mortgagor doth hereby grant and convey unto the mortgagee ALL THAT piece or parcel of revenue-redeemed land or ground containing by admeasurement 1 biggah 7 cottah 4 chittaks be the same a little more or less situate lying at and being portion of premises Nos: 2,3,4, 5,5/1, 6 Swinhoe Street and 21, Rustonji Street in Ballygunge in the suburbs of the town of Calcutta and being portion of holdings Nos: 50 and 53, Mouza South Ballygunge sub division I Division V Dehi Panchannagram Government Khas Mohan estate Thana Ballygunge sub Registry Alipur in the district of 24 Pergannas known as plot No: 2 of the mortgagee Society's Scheme No: IV Section A and which plot is shown in the map or plan annexed to the said Indenture of Conveyance and is enclosed within red lines and marked as plot No: 2 therein and which is butted and bounded in manner following viz: on the North by plot No: 1 of the said scheme being another portion of premises No: 2,3,4,5,5/1, 6 Swinhoe Street and 21 Rustonji Street on the East by a 40 feet wide road newly constructed by the mortgagee Society on the West by plot No: 6 of the said Scheme No: IV Section A being another portion of 2,3,4,5,5/1, 6 Swinhoe Street and 21, Rustonji Street and premises Nos: 22, Rustonji Street and on the South by plot No: 4 of the said Scheme being another portion of 2,3,4,5,5/1, 6 Swinhoe Street and 21 Rustonji Street OR HOWSOEVER OTHERWISE the said land hereditaments and premises are known or reputed to be together with all fixtures lights yards courts areas sewers drains ways paths passages commons fences walls waters watercourses rights liberties privileges easements and appurtenances to the said land hereditaments and premises belonging or in anywise appertaining to 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 mortgagor or of any other person or persons claiming any interest on his behalf in the said land hereditaments and premises and every part thereof TO HAVE AND TO HOLD the said land hereditaments 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 mortgagee 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 mortgagor shall on the ^{December} Fifteenth day of ~~October~~ One thousand nine hundred and thirty one pay or cause to be paid to the mortgagee the said sum of Rs.16,300/- (Rupees Sixteen thousand and three hundred) only with interest for the same at or after the rate of nine per cent by the year in the meantime payable on the 30th April, 31st July, 31st October and 31st January in every year and compound interest at this rate aforesaid in default of payment of any one instalment of interest as aforesaid (such rate of interest to be reduced to 8 per cent per annum in case the mortgagor should

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pay the same on the due dates or before as above but not otherwise) without any deduction or abatement on any other account whatsoever and shall pay all rates taxes and impositions in respect of the said land hereditaments and premises and shall pay all costs and charges including costs as between attorney and client which the mortgagee may have to pay or incur or be put to in or about the recovery of the monies secured by these presents or otherwise howsoever then and in that case the mortgagee will at any time thereafter upon the request and at the cost of the mortgagor recover the said hereditaments and premises hereby granted unto the mortgagee or as he shall in that behalf order or direct from all incumbrances whatsoever in the meantime made or committed by the mortgagee AND THE MORTGAGOR both hereby covenant with the mortgagee that he the mortgagor shall and will on the *fifteenth* day of *December* ~~October~~ One thousand nine hundred and thirty-one pay to the mortgagee the said sum of Rs16,300/- (Rupees Sixteen thousand and three hundred) only and will also pay interest for the same in the meantime at the rate of nine per cent per annum payable by equal *monthly* instalments such interest to be calculated from the *date of these presents* ~~from the said sum of Rs16,300/-~~ and with the rents aforesaid AND THAT if the said sum of Rs16,300/- (Rupees Sixteen thousand and three hundred) only or any part thereof shall remain unpaid after the said *fifteenth* day of *December* ~~October~~ One thousand nine hundred and thirty one then he the mortgagor will so long as the said sum of Rs16,300/- (Rupees Sixteen thousand and three hundred) only or any part thereof shall remain unpaid pay to the mortgagee interest for the said sum of Rs16,300/- (Rupees Sixteen thousand and three hundred) only or so much thereof as for the time being shall remain unpaid at the rate and with the rents aforesaid AND THAT he the mortgagor shall pay all costs and charges including costs between attorney and client which the mortgagee shall incur to be put to or be liable to pay in and about the recovery of the monies secured by these presents PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that should the mortgagor make default in paying or omit to pay to the mortgagee any two consecutive quarterly instalments of interest as aforesaid then the whole of the monies for the time being owing on the security of these presents shall notwithstanding anything herein contained at once become due and payable to the mortgagee and it shall thereupon be at liberty to exercise and enforce all its rights or remedies for the recovery of the moneys due and owing on the security of these presents AND he the mortgagor further covenants with the mortgagee that the mortgagor is seized and possessed of and absolutely entitled to the said hereditaments and premises free and clear and freely and clearly and absolutely discharged and unencumbered and kept indemnified against all estates and incumbrances whatsoever AND THAT he the mortgagor now hath in himself good right and full power to grant the said hereditaments and premises hereby granted unto and to the use of the mortgagee in manner aforesaid AND FURTHER that he the mortgagor and all other persons having or lawfully and equitably claiming any estate or interest in the said hereditaments and premises or any part thereof

thereof shall and will from time to time and at all times hereafter at his own
cost during the continuance of this security and thereafter, the cost of the
person or persons requiring the same to and execute or cause to be done or
executed all such acts deeds and things for further and more perfectly assuring
the said hereditaments and premises unto and to the use of the said mortgagees
as shall or may be reasonably required AND IT IS HEREBY AGREED that the mortgagor
will be at liberty to repay the whole or a portion of the said principal sum of
Rs16,300/- (Rupees Sixteen thousand and three hundred) only by instalments of not
less than Rs500/- (Rupees Five hundred) only at a time provided such sum is a
multiple of Rs100/- (Rupees One hundred) and provided further that he should have
paid to the mortgagees all interest accrued due to the mortgagees up to the date
of payment and thereupon payment of interest on the amount so paid shall cease
AND FURTHER that no claim for reduction of interest from 9 per cent to 8 per cent
shall be made by the mortgagor in respect of any quarterly payment of interest
not made within the time aforesaid IN WITNESS WHEREOF the mortgagor hath hereunto
set and subscribed his hand and seal the day and year first above written.

SIGNED SEALED AND DELIVERED

at Calcutta in the presence of

Rupchandran Chatterji
clerk Hindustan Co. Secy
21/11/1914

Jotinda Mohan Das Gupta

Hindustan Co. Secy

Hindustan Co. Secy
21/11/1914

H. Hindustan Co. Secy

J. Mohan Das Gupta
21/11/1914



Presented for Registration
on the 10

Day of March 1937

Allpur Sub-H.

~~Lawyer~~ ~~Sub-Registrar~~ ~~Sub-Registrar~~ ~~Sub-Registrar~~
~~Lawyer~~ ~~Sub-Registrar~~ ~~Sub-Registrar~~ ~~Sub-Registrar~~
~~Lawyer~~ ~~Sub-Registrar~~ ~~Sub-Registrar~~ ~~Sub-Registrar~~

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~~Lawyer~~ ~~Sub-Registrar~~ ~~Sub-Registrar~~ ~~Sub-Registrar~~

Jatindran Mohan Das Gupta
Execn. H. Harnath. Das
Is admit

above who by Son of at Particular Thana District by name by possession

Jatindran Mohan Das Gupta
Harnath. Das
Thumb Impression of Jatindran Mohan Das Gupta
4/1/37

dated this 15th day of December 1926.

JATINDRA MOHAM DAS GUPTA.

To.

INDUSTRIAL CO-OPERATIVE INSURANCE
SOCIETY LIMITED.

[Handwritten signature in red ink]

MORTGAGE.



[Handwritten note:]
Apd. Noted the Chd.,
for s.v.a. 14/12/26



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for the year 1826

[Handwritten note:]
Kandamdas Mukherjee
Mortgage

24.3.27

[Handwritten notes:]
2 17/3/28
24.3.27