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STAMP SUPERINTENDENT,
CUTTACKA COLLECTORATE

14.9.60

Sub Registrar, Alipore
Sadar

THIS INDENTURE made this 10th day of October, One thousand
nine hundred and fifty Sixty BETWEEN (1) Sri. Shurila Kala Devi
wife of Sri. Makhan Lal Chatterjee (2) Sri. Makhan Lal Chatterjee son of Sri. G. B. Chatterjee
(3) Suma Lal Chatterjee s/o Sri. Makhan Lal Chatterjee (4) Parimal Chatterjee s/o Makhan Lal
Chatterjee son/wife of residing at 22/1, Kan Kan Gachi Second Phase
Calcutta - 11, 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. Sharananjoy Bhattacharya son of Sri. Kailash Ch. Bhattacharya
residing at village Siki Garfa, P.O. Haldia, 24 Parganas
and son of
residing at

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. 8,000/-
(Rupees Eight thousand) 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. 126,34.54 N.P. and the
Government has agreed to grant a loan of Rs. 8,000/- (Rupees
Eight thousand) 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. 8,000/- (Rupees Eight thousand)

শ্রীমতী শ্রীমতী (মহি)

Sub-Registrar, Alipore.
Sadar.

শ্রীমতী শ্রীমতী (মহি)

8444

Mukherjee Lal Chatterjee

8445

Sunirmal Chatterjee

8446

Parimal Chatterjee

8447

Shanajoy Bhattacharya

8448

শ্রীমতী শ্রীমতী (মহি)

Handwritten list of names and details, including 'Mukherjee Lal Chatterjee' and 'Shanajoy Bhattacharya'.

Identified

by Mukherjee Lal Chatterjee
Sop. wife of Mukherjee Lal Chatterjee
of Mukherjee Lal Chatterjee
District Calcutta
by profession

Sub-Registrar, Alipore.
Sadar.

Handwritten signature/initials.

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. 1600/- (Rupees One Thousand Six hundred...) 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. 2400/- (Rupees Two thousand Four hundred...) 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. 4000/- (Rupees Four thousand...) 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. 8000/- (Rupees Eight thousand...) 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 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 .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 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 19 years respectively.

5. That should the Borrower make default in paying any instalment in repayment of the said sum of Rs. 8,000/- 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. 8,000/- (Rupees Eight thousand.....) 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 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. 8000/-... (Rupees Eight thousand...) advanced and agreed to be advanced in instalments 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 6 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 8000/-... 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. 8000/- or any part thereof shall remain unpaid pay to the Governor or the Government interest for the said sum of Rs. 8000/- 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.

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:

শ্রীযুক্ত সুকীর্ণাচরণ চট্টোপাধ্যায়
Matkhan Lal Chatterji
Sunirmal Chatterji.
Parimal Chatterji.

1) Sanidmagnan
Dev. Dept., Cal - 1

2) Rabinendra Nath Bhattacharyya
Development (NW) Dept.

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

SIGNED AND DELIVERED by the Sureties
in the presence of:

Sharanenjoy Bhattacharya

1) Sanidmagnan
Dev. Dept., Cal - 1

2) Rabinendra Nath Bhattacharyya
Development (NW) Dept.

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

The executants are identified
by me
Jaganmohan Nath Sankar
Secy. - Supdt.
Ray Bahadur
Cal



Sub Registrar, Alipore,
Sadar.



Sub Registrar, Alipore,
Sadar.

13. 10. 60

Received in
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 28-10-60
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