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Ref: 22862

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STAMP SUPERINTENDENT.
CALCUTTA COLLECTORATE

Admissible under Rule 24 and 25
under Section of the
Bengal Tenancy Act, 1928
Tenancy Act, 1928 (Stamp duty)
from of this not required duty
under the Indian Stamp Act, 1899
Schedule IA, No. 1 (4)

Rs 187.
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THIS INDENTURE made at Calcutta the 24th day of August

One Thousand Nine hundred and Sixty-two B E T W E E N DR. RAM KRISHNA

MUKHERJEE son of Late Satindra Nath Mukherjee and DR. (MRS.) PRABHATI

MUKHERJEE wife of the said Dr. Ram Krishna Mukherjee both residing

at P.360/2, Keyatola Road in the City of Calcutta hereinafter called

"the Mortgagors" (which expression shall include their respective

heirs executors administrators and assigns wherever the context or

meaning shall so require or permit) of the ONE PART AND THE LIFE

INSURANCE CORPORATION OF INDIA a Corporation established by the Life

Insurance Corporation Act 1956 and having its Central Office at

Jeevan Kendra, Janshedji Tata Road, Bombay and its Eastern Zonal

Office at Hindusthan Buildings, 4, Chittaranjan Avenue, Calcutta

hereinafter called "The Corporation" (which expression shall include

its successors and assigns wherever the context or meaning shall so

require or permit) of the OTHER PART :

W H E R E A S

1. The Mortgagors are jointly seized and possessed of or other-

wise well and sufficiently entitled to All That the land hereditaments

and premises situate at 119, Netaji Subhas Chandra Bose Road, --

Tollygange in the City of Calcutta and Sub-Registration Office Alipore

more



more particularly described in the Schedule hereunder written together with the messuages tenements and buildings standing thereon for an estate of inheritance in perpetuity in possession free from encumbrances.

2. The Mortgageors have requested the Corporation to lend and advance to them a sum of Rs. 25,000/- (Rupees Twenty-five Thousand) only to enable them to complete the building in the said premises which the Corporation has agreed to advance upon having repayment of the said sum with interest at the rate of 7% (Seven) per cent per annum secured by a legal Mortgage of the said land hereditaments and premises in the manner herein-after appearing and upon the Mortgageor Dr. Ram Krishna Mukherjee assigning in favour of the Corporation by way of further -- security his Life Insurance Policy No. 718443 for the sum of Rs.10,000/- with the Hindusthan Co-operative Life Insurance Society Ltd. in the manner hereinafter appearing and on the terms and conditions that the loan will be advanced in two -- instalments namely Rs.15,000/- (Rupees Fifteen Thousand) only on the execution of these presents and the balance Rs.10,000/- (Rupees Ten Thousand) only on the completion of the said -- construction.

THIS INDENTURE WITNESSETH as follows :-

In pursuance of the said agreement and in consideration of the sum of Rs.15,000/- (Rupees Fifteen Thousand) lent advanced and paid by the Corporation to the Mortgageors at or before the sealing and delivery of these presents (the receipt whereof the Mortgageors do hereby admit and acknowledge) and in further consideration of future advance upto Rs.10,000/- (Rupees Ten Thousand) to be made by the Corporation at its --

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discretion in the manner and in accordance with the provisions in that behalf hereinafter contained the Mortgagors do hereby covenant with the Corporation that the Mortgagors will repay to the -- Corporation at its Eastern Zonal Office at Hindusthan Buildings, 4, Chittaranjan Avenue, Calcutta in the manner following that is to say :-

(a) In the event of the advance being made by the Corporation to the Mortgagors to the full extent of Rs. 25,000/- (Rupees Twenty-five Thousand) only hereinafter called the "Principal sum" then the said "Principal sum" within a period of Fifteen years from the date of these presents by 30 half-yearly instalments the first instalment being for Rs. 843/- and the remaining 29 instalments being for Rs. 833/- each and the first instalment shall be paid on the 24th day of February 1963 and the second instalment of Rs. 833/- on 24th day of August 1963 subsequent 28 instalments at the rate of Rs. 833/- each on the 24th day of August February and 24th day of August -- in every subsequent year until the said -- principal sum shall be fully paid;

(b) In the event of the Corporation not advancing to the Mortgagors the full amount of Rs. 25,000/- (Rupees Twenty-five thousand) then the said sum of Rs. 15,000/- (Rupees Fifteen thousand) and such further sum as may be -- advanced together hereinafter called "the Principal" sum by half yearly instalments the first instalment being Rs. 843/- and the remaining instalments being for Rs. 833/- each and the first instalment shall be paid on the 24th day of February 1963 and the second -- instalment on 24th day of August 1963 and the remain- ing instalments shall be paid on the 24th day of February -- and 24th day of August -- in every

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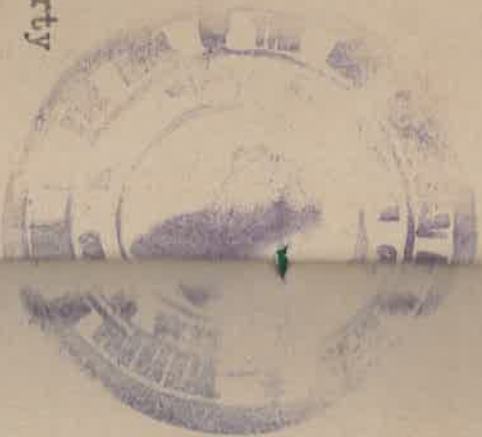
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subsequent year until the said principal sum shall be fully paid.

Provided further that the Mortgagors shall be at liberty after the expiry of one year from the date hereof, at the time of payment of any instalment on account of principal herein -- provided, to pay a larger instalment than that due, by multiples of Rs.1,000/- at any time coinciding with the date of payment of any instalment of interest; Provided that all interest upto the date of such payment shall have been duly paid and Provided further that such payment in anticipation will not interfere - with or affect the payment in due course of the said subsequent instalments Together with interest on the said principal sum or the balance thereof remaining unpaid for the time being at the rate of 7% computed from the date of these presents by equal - half yearly payments the first of such payments to be made on the 24th day of February 1963 and the subsequent payments -- Forⁿ on the 24th day of August --- and 24th day of February in each year and will in case and so long as the said principal sum or any part shall remain unpaid pay to the Corporation -- interest on the said principal sum or so much thereof as shall for the time being remain unpaid at the same rate aforesaid by the half-yearly payments hereinbefore provided PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that all interest which -- shall during the continuance of this security accrue due on the said principal sum or any part thereof which shall for the time being remain unpaid and all other moneys which become due and payable under these presents shall in case the same be not paid on the days on which they become due carry interest at the rate aforesaid computed from the respective times of such interest or

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moneys accruing due upon the footing of compound interest computed at the same rate aforesaid with rests taken or made half-yearly on the days hereinbefore provided for payment of interest And all such compound interest shall be charged on the said land hereditaments and premises hereby mortgaged but so that this provision shall not be deemed to authorise the Mortgagors to allow any interest or -- other moneys as aforesaid to fall in arrears unless permitted so to do by the Corporation nor shall it in any way affect the covenant by the Mortgagors to pay interest every half-year and to pay such other moneys as aforesaid or the rights of the Corporation to take legal proceedings or other actions under these presents to recover the interest or other moneys due under these presents that may have been in arrears and remain unpaid AND the Mortgagors shall -- immediately after the same shall become due pay to the Corporation all such interest and all other moneys which may become due and payable under these presents PROVIDED lastly that in case any instalment of interest is paid punctually on or before the due date for payment thereof hereinbefore provided then a rebate of half per cent per annum will be granted by the Corporation and the -- interest so far as the said instalment is concerned shall be -- calculated at the rate of 6 1/2% (six and half) per cent only.

II. For the consideration aforesaid the Mortgagors do hereby grant transfer convey and assure unto the Corporation All That the Land and hereditaments containing by admeasurement an area of -- 13.2 Cottahs Together with the buildings messuages tenements and structures standing thereon situate laying at and being premises No. 119, Netaji Subhas Chandra Bose Road, Tollygunge in the City of Calcutta and Sub-Registration Office Alipore more particularly -- described in the Schedule hereunder written (and delineated on the plan thereof hereunto attached and thereon shown surrounded by red

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AND ALL THE ESTATE right title interest claim and demand of the Mortgagee in to and upon the same and every part thereof To Have and To Hold the said land and hereditaments and all other the premises hereinbefore expressed to be hereby granted with their appurtenances (and hereinafter called "the said mortgaged premises") unto and to the use of the Corporation for ever subject nevertheless to the proviso for redemption hereinafter contained.

III. IT IS HEREBY AGREED AND DECLARED that the further sum or sums to be lent and advanced by the Corporation to the Mortgagee as mentioned in clause I above shall be paid at such time and shall be for such amounts not exceeding Rs.10,000/- (Rupees Ten Thousand) only in the aggregate as and when in the opinion of the Corporation (which shall be final) the further constructions in the ground floor and the building of the first floor have been completed and deemed to be mortgaged to the Corporation PROVIDED HOWEVER that the amount to be lent and advanced together with the amount already lent and advanced shall in no case be in excess of half of the value of the land and cost of construction of the building to be found by an Engineer and Valuer to be appointed by the Corporation from time to time before making any

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advance and the fees of the said Engineer and Valuer as also any other fees and/or costs shall be paid by the Mortgagors and deposited with the Corporation before the work of valuation etc. is taken up PROVIDED FURTHER the Mortgagors have performed and observed all the covenants and conditions and discharged all the obligations contained in this deed and on their part to be observed and performed and the principal sum has not then been called in or a Receiver has not been appointed by the Corporation for the mortgaged property.

AND IT IS HEREBY AGREED that the receipt of the Mortgagors for the further sum payable to them under this Mortgage as aforesaid will be the evidence of complete discharge of the payment of the said sum and that the said receipt shall be registered by the Mortgagors at their cost at the Sub-Registration Office Alipore, if it is so desired by the Corporation.

IV. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that if the Mortgagors shall pay to the Corporation at its Eastern Zonal Office at Hindusthan Buildings 4, Chittaranjan Avenue, Calcutta the said principal sum and interest hereby secured in the manner hereinbefore provided and all other moneys if any by these presents or by Law payable by the Mortgagors to the Corporation then and in such case the Corporation shall at any time thereafter upon the request and at the costs charges and expenses of the Mortgagors reconvey and re-transfer the said mortgaged premises unto and to the use of the Mortgagors or as they shall direct.

V. AND the Mortgagors do hereby further covenant with the Corporation (1) that the Mortgagors now have in themselves good right and lawful authority to grant the said mortgaged premises unto and to the use of the Corporation in manner aforesaid (2) And that if default shall be made in payment of the Principal sum or the interest thereon or any part thereof and in the manner hereby

provided

provided it shall be lawful for the Corporation to enter into and upon the said mortgaged premises and thenceforth quietly to possess and enjoy the same and receive the rents and profits thereof without any lawful let denial eviction interruption claim or demand from or by the Mortgageors or from or by any person or persons whomsoever and the Corporation shall in such case receive the rents profits and income and pay all outgoing of the said mortgaged premises as the agents for the Mortgageors and shall appropriate the surplus of the rents over the outgoings first in payment of interest accruing to them under these presents and thereafter allow any surplus to accumulate until it amounts to Rs.1,000/- (Rupees One Thousand) when it shall be appropriated in payment of the principal moneys due under these presents (3) And that free or otherwise by the Mortgageors well and sufficiently saved and kept harmless and indemnified of from and against all and all manner of former and other estates titles claims charges and incumbrances -- whatsoever (4) AND that the Mortgageors and all other persons lawfully or equitably claiming or to claim any estate right or interest in or to the said mortgaged premises or any part thereof shall from time to time and at all times hereafter at the request of the Corporation but at the costs and charges during the continuance of this security of the Mortgageors and afterwards of the person or persons requiring the same make do and execute or cause and procure to be made and done and executed all such further and other lawful and reasonable acts and -- assurances in the law for the more perfectly conveying and assuring the said mortgaged premises unto and to the use of the Corporation as by it shall be reasonably required.

VI. AND the Mortgageors do hereby further covenant with the Corporation

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Corporation (1) that the Mortgagors from time to time and at all times during the continuance of this present security will keep all buildings whatsoever already erected or to be erected upon the said land and hereditaments in a good and substantial state of repair and will pay all ground rent rates and taxes in respect of the same -- immediately the same shall become due (2) And will also keep the said buildings insured against loss or damage by fire in the name of the Corporation as the Mortgagee and themselves as the Mortgagors to the extent of the full value of the buildings on the mortgaged -- premises as may from time to time be found by the Corporation but in any event in the sum of Rs.32,250/- (Rupees Thirty-two Thousand two hundred and fifty) only at the least with such Insurance Company as the Corporation may by writing direct the Mortgagors and will pay all premia for renewal of such insurance one week before they shall -- become due and will deliver to and leave with the Corporation all policies of such insurances and all receipts of premia therefor And all moneys to be received under such policies shall be upon trust for better securing to the Corporation the repayment of all moneys hereby secured and subject thereto in trust for the Mortgagors (3) AND in case the Mortgagors shall neglect to keep the said premises or any part thereof in good and substantial repair or to pay the said ground rent rates and taxes or to insure and keep insured the said buildings to the amount aforesaid and pay the renewal premia therefor in manner aforesaid then and so often as the same shall happen it shall be -- Lawful for but not obligatory upon the Corporation out of its own moneys to do so And all moneys expended by the Corporation in so doing, shall on demand be forthwith repaid by the Mortgagors with interest at the rate aforesaid from the time of the same respectively having been expended and until such repayment the same with such -- interest shall become a charge upon the said mortgaged premises (4)

AND

AND IT IS HEREBY AGREED that all sums of money received under or by virtue of any such insurances as aforesaid shall at the option of the Corporation either be forthwith applied in or towards -- substantially rebuilding reinstating and repairing the said -- mortgaged premises or in or towards the payment of the principal moneys and interest for the time being remaining due on the -- security of these presents.

VII. AND IT IS HEREBY AGREED AND DECLARED that none of the powers of leasing conferred by Section 65A of the Transfer of Property Act 1932 on the Mortgagors shall during the continuance of this security be exercised by them without the written consent of the Corporation first had and obtained PROVIDED HOWEVER AND IT IS HEREBY AGREED that so long as during the continuance of this security the Mortgagors shall lawfully be in possession of the said mortgaged premises it shall be lawful for them from time to time to let the whole or any part thereof on monthly tenancies only.

VIII. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that if at any time or times before the due date (1) the said mortgaged premises or any part thereof are taken up by Government or by any public body entitled to do so for a public purpose or (2) if the same or any part thereof are or is destroyed or damaged so as in the opinion of the Corporation materially to impair the security hereby provided or (3) if by any cause this security is rendered insufficient as defined in Section 66 of the said Transfer of Property Act or (4) if the Mortgagors or any of them shall become or be adjudicated insolvent or (5) if interest due on this security amounting to the sum of Rs. 500/- (Rupees Five Hundred) at least shall be in arrear and unpaid for three calendar months after becoming due or (6) if the Mortgagors shall fail to pay any of the said instalments of Principal sum hereinbefore provided on the respective days on which each --

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instalment standing a moneys for shall at the due date remedies to it under payment or secured.

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instalment shall become due then and in every such case and notwithstanding anything herein contained to the contrary the whole of the moneys for the time being owing on the security of these presents shall at the option of the Corporation at once become payable as if the due date had elapsed and in such case all such rights and -- remedies shall be available to the Corporation as would be available to it under the terms of these presents upon default being made in payment on the due date of the principal moneys and interest hereby secured.

IX. AND IT IS HEREBY AGREED AND DECLARED that it shall be lawful for the Corporation any time or times hereafter without any further consent on the part of the Mortgagors and without the intervention of any Court of Law to sell or concur with any person in selling the said mortgaged 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 title or evidence of title or otherwise which may be deemed proper with power to buy in the said mortgaged premises or any part or parts thereof at any sale by auction or to rescind or vary any contract for the sale thereof and to resell the premises which shall have been so bought in or as to which the contract for sale shall have been so rescinded without being answerable or responsible for any loss or diminution thereby occasioned and with power also to execute assurances give effectual receipts for the purchase money and do all other acts and things for completing such sale which the Corporation or the person or persons exercising the power of sale shall think proper and the aforesaid power shall be deemed to be a power to sell and concur in selling the said mortgaged premises without the intervention of any court of law within the meaning of Section 69 of the Transfer of Property Act 1882 AND IT IS HEREBY FURTHER AGREED AND DECLARED that the Corporation shall out of the moneys arising from any such sale as

aforesaid

aforsaid in the first place pay and retain the costs and expenses attending such sale or otherwise incurred in relation to this -- security and in the next place pay and satisfy the moneys which shall then be owing upon the security of these presents and shall pay the surplus if any to the Mortgagors.

X. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that

(1) power of sale hereinbefore contained shall not be exercised by the Corporation unless and until :-

(a) default shall have been made by the Mortgagors in -- payment of any instalment of the said principal sum or any part thereof on the days appointed for payment thereof and for the space of three calendar months -- next after the notice in writing required by sub-section (2) of section 69 of the said Transfer of Property Act requiring the payment of any instalment of the said principal sum or such part thereof as may for the time being be due shall have been given to the Mortgagors or left at the usual or last known place of abode or business of the Mortgagors or left upon or affixed to some part of the said mortgaged premises, or

(b) Interest amounting to at least Rs.500/- (Rupees Five Hundred) shall be in arrear and remain unpaid for -- three calendar months after becoming due and for this purpose interest shall be deemed to accrue due and be payable monthly and not every half-yearly as herein -- above provided.

(2) Any such notice as aforesaid as well as any other notice required to be served upon the Mortgagors shall be sufficient although not addressed to any person by name or -- description and although any person or persons affected

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ability And all such notices as aforesaid shall be deemed to
be duly served if sent by post in registered letters address-
ed to the Mortgagors at their aforesaid place of abode or
business or left upon or affixed to some part of the said --
mortgaged premises and such service shall be deemed to be
made at the time at which the registered letter would in
ordinary course be delivered.

(3) No purchaser upon any sale purporting to be made in pursuance
of the aforesaid power in that behalf shall be bound or --
concerned to see or inquire whether any of the cases men-
tioned in the proviso last hereinbefore contained has happened
or whether any default has been made in payment of any moneys
intended to be hereby secured or whether any instalment or
part thereof remains owing on this security or whether any
such notice has been given or left as aforesaid or otherwise
as to the necessity or propriety of such sale or the --
necessity or expediency of the condition subject to which the
sale is made or otherwise as to the regularity of the sale or
be affected by express notice that no default has been made
or notice given or left or affixed as aforesaid or that any
such sale is otherwise unnecessary irregular or improper and
notwithstanding any such irregularity such sale shall so far
as regards the safety and protection of the purchaser or -
purchasers be deemed to be within the aforesaid power in that
behalf and be valid or effectual accordingly and the remedy
of the Mortgagors in respect of any breach of the provisions
hereinbefore contained or any irregularity in such sale shall
be in damages only.

(4) Upon any such sale as aforesaid the receipt of the Corpora-
tion for the purchase money shall effectually discharge the

purchaser

purchaser or purchasers therefrom and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof.

(5) The power of sale may be exercised by any person or persons for the time being entitled to receive and -- give a discharge for the moneys for the time being owing on the security of these presents.

(6) All the other provisions and trusts ancillary to the power of sale which are contained in Section 69 of the said Transfer of Property Act and are not expressly provided for herein shall apply to this security.

XI. AND IT IS HEREBY AGREED AND DECLARED that --

(1) The Corporation shall have power to appoint in writing a Receiver of the said mortgaged premises to receive and recover the rents profits and income thereof under the provisions of the Transfer of Property Act 1882 and in that event shall be at liberty and entitled to appoint the person then occupying the post of Zonal Manager at its Eastern Zonal Office at Calcutta or failing him the person occupying the post of Deputy Zonal Manager at such Office as such Receiver by writing signed by it or on its behalf And that all the powers provisions and trusts contained in Section 69A of the said Transfer of Property Act shall apply subject to the following modifications that is to say :-

(a) The Receiver shall be deemed to be the agent of the Mortgagee and the Mortgagee shall be solely responsible for all acts or default of the Receiver.

(b) The Receiver shall have power to demand and recover all the rents income and profits of the said mortgaged premises and every part thereof from all present and future tenants and occupiers thereof and all persons liable to pay the same respectively and

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in case of non-payment thereof to use all or any lawful steps and remedies for recovering and obtaining payment of the same and to do all acts necessary or proper for recovering and receiving the same as fully and effectually as the Mortgagees themselves could do And the Receiver shall have power to make all such allowances and arrangements with such tenants occupiers and other persons as he shall think fit and to give notices to quit and to take actions or proceedings for ejectment or recovery of possession of any part or parts of the said mortgaged premises on the expiration or determination or forfeiture of any tenancy or otherwise and to re-let such premises or any part thereof from time to time to such person or persons as he shall think fit on monthly tenancies at such rents as he thinks reasonable and the receipts of the Receiver for the time being shall be an effectual discharge to such tenants occupiers and persons for such rents and profits.

(c) The Receiver shall be entitled to pay out of any moneys received by him all costs charges and expenses incurred by him as Receiver and shall also be entitled to retain out of any such moneys a commission at the rate of 5 (five) per cent on the gross amount of all moneys received by him.

(d) The Receiver shall insure and keep insured the said mortgaged premises against loss or damage by fire in such sum as the Corporation may direct but in any event in the sum of Rs.32,250/- (Rupees Thirty-two Thousand two hundred and Fifty) at least with the Oriental Fire & General Insurance Co. Ltd. or any other Insurance Company as the Corporation may direct out of the moneys received by him.

(e) The Receiver shall be entitled to execute all necessary proper repairs to the property.

(f)...

(f) The Receiver after making payments referred to in Clauses (i), (ii), (iii) and (iv) of sub-section (8) of Section 69A of the said Transfer of Property Act shall from time to time pay the balance of -- the moneys received by him in or towards discharge of the principal amount due to the Corporation -- under these presents in multiples of Rs. 1,000/- (Rupees One Thousand) until the whole of the principal amount due under these presents is paid up.

(g) The Mortgageors in respect of such portions of the said mortgaged premises as are in their personal occupation shall be deemed to be tenants of the -- Receiver from the date of his appointment and shall pay to the Receiver such reasonable occupation rent as the Receiver may think fit and it shall be -- lawful for the Receiver to take proceedings in -- ejectment against the Mortgageors if they do not pay reasonable rent to the Receiver for the respective portions of the said mortgaged premises in their -- personal occupation.

(2) In the event of institution of a suit to enforce this -- Mortgage or any provision thereof the Corporation shall have the right at any time thereafter to apply to the Court and to obtain the appointment of Receiver of the rent income and -- profits of the mortgaged property or any part thereof without any further consent of the Mortgageors than what is hereinbefore contained and notwithstanding the dissent or opposition of the Mortgageors the Mortgageors agree that such Receiver shall be -- nominated by the Corporation and shall not have to furnish -- security and the terms and conditions regarding the appointment

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of Receiver mentioned in Clauses (X)(1) above shall apply and in addition to powers therein mentioned the said Receiver -- shall have all the powers contained in Order XL of the Code of Civil Procedure.

XII. AND IT IS HEREBY AGREED AND DECLARED (1) that if the mortgaged premises or any portion thereof shall at any time be taken up by -- Government or by any public body entitled to do so for a public purpose the Corporation shall be entitled to receive the whole of the compensation which the Mortgagors shall be entitled or be declared entitled to and to apply the same or a sufficient portion thereof -- towards repayment of the said mortgage debt and that all proceedings for ascertainment and apportionment of the compensation payable for the said mortgaged premises shall be conducted by the Mortgagors -- through the attorneys and engineers of the Corporation but if the Mortgagors shall not do so then the Corporation shall be entitled to engage another set of attorneys and engineers and the Mortgagors shall on demand repay to the Corporation all costs charges and expenses that may be incurred by the Corporation with interest thereon at the rate aforesaid from the time of the same having been so incurred and until such repayment the same shall be a charge upon the said mortgaged -- premises AND (2) that in all proceedings in Courts of Law or Tribunals or before Public or other Officers wherein the Corporation shall be entitled or required to appear or take part the Corporation shall be entitled to appear by attorneys counsel or architects and other -- professional persons and all costs charges and expenses between -- attorney and client incurred by the Corporation shall be repaid by the Mortgagors with interest at the rate aforesaid and all such -- moneys and interest shall be a charge on the said mortgaged premises as if the same had been originally advanced under these presents.

XII. AND IT IS HEREBY AGREED AND DECLARED that Section 67A of the Transfer of Property Act 1882 shall not apply in these presents and that the Corporation notwithstanding that if may hold two or more mortgages executed by the Mortgagors including this mortgage in respect of each of which it may have a right to obtain the same kind of decree under Section 67 of the said Act shall be entitled to sue and obtain such decree on any one of such mortgages without being bound to sue on all such mortgages in respect of which the mortgage moneys shall have become due.

XIV. AND it is hereby agreed that the Mortgagor Dr. Ram Krishna Mukherjee shall simultaneously with the execution hereof assign the Life Assurance Policy No. 718443 on his life for the sum of Rs.10,000/- taken out with the Hindusthan Co-operative Insurance Society Ltd. absolutely in favour of the Corporation to be held as further security for payment of the principal sum and interest and all other sums secured hereby on the said mortgaged premises and will pay all premiums in respect of the said Policy on the dates fixed for payment on such Policy regularly, and shall otherwise maintain the Policy in full force and effect and that if default shall be made in paying any such amount of premium it shall be lawful (but not obligatory) for the Corporation to pay all such amounts of premiums and the Mortgagors shall on demand repay to the Corporation every sum of money expended for that purpose by them with interest thereon at the rate and with the rest as aforesaid from the time the sums respectively have been so expended and that until such repayment the same shall be a charge upon the mortgaged premises:

AND that if default shall be made by the Mortgagors in payment of any one instalment of the Assurance premium on the said Life Policy as and when it falls due or in maintaining the said Life Assurance Policy, or in the performance of any



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of the covenants herein contained and on the part of the Mortgagors to be observed and performed, then and in any of the aforesaid -- cases notwithstanding anything herein contained to the contrary the whole of the mortgage debt shall at the option of the Corporation become immediately payable and in such cases all such rights and remedies shall be available to the Corporation as would be available to them under the terms of these presents or by law upon default -- being made in payment of the instalments of principal sum and -- interest hereby secured.

AND it is hereby further agreed that in the event of the whole of the mortgage debt becoming immediately payable under the provisions as aforesaid or in the event of the Mortgagors failing to pay the premium due under the said Life Policy, within the days of grace fixed for payment thereof by such Policy, then the -- Corporation without prejudice to their rights to immediate payment of the principal money or part thereof shall be entitled to -- surrender such Policy without giving any notice of their intention so to do to the Mortgagors and to receive the amount of such -- surrender value and to apply the same in the manner the Corporation thinks fit, either towards the principal amount or the interest or any other amount due and payable under these presents.

AND that if at any time during the continuance of this security by reason of death maturity or otherwise the said -- Insurance Policy hereby charged and assigned should mature or become payable before full and final repayment by the Mortgagors to the Corporation of the principal sums interest costs and other money hereby secured then and in that case the Corporation shall have the right to set off and appropriate the moneys payable under the -- Insurance Policy so matured as aforesaid in full or part satisfaction as the case may be of all sums due to the Corporation under

these

these presents notwithstanding that the mortgage moneys shall not have then become payable to and realisable by the Corporation -- under any of the terms of these presents and in the event of there being any surplus money remaining due and payable to the Mortgagors under the said Life Insurance Policy after full satisfaction of principal sums interest costs expenses and other claims of -- the Corporation secured by these presents as aforesaid then and in that case but not otherwise such surplus money shall be made over by the Corporation to the Mortgagors or to any other person legally entitled PROVIDED ALWAYS that the provision for appropriation of the Policy moneys herein contained will not affect the provisions for repayment of the principal money by instalments so far as the same will relate to the outstandings if any after such appropriation that is to say the half yearly instalments payable by the Mortgagors hereinbefore provided shall be continued to be paid until such entire outstanding balance interest -- costs and other moneys were fully repaid to the Corporation.

XV. For all or any of the purposes aforesaid the Mortgagors do and each of them doth hereby jointly and severally irrevocably appoint the Corporation as well as the Receiver to be appointed under these presents to be their attorney for and in the name and on behalf of the Mortgagors and either of them to execute and do all such acts matters deed and things which the Mortgagors ought to do and execute under the covenants and provisions herein contained And Generally to use the names of the Mortgagors in the exercise of all or any of the powers by these presents conferred on the Corporation or any Receiver appointed by it.

XVI. Any notice required to be served on the Mortgagors shall for the purposes of these presents be deemed to be sufficiently served if it is left at the usual or last known place of abode

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...or business of the Mortgagors or left upon or affixed to any part of
 the lands and buildings hereby mortgaged and such notice shall also
 be deemed to be properly and duly effected if it is sent by post in
 a registered letter addressed to the Mortgagors at their aforesaid
 place of above or business and such service shall be deemed to have
 been made at the time at which such registered letter would in the
 ordinary course of the post be delivered even though returned --
 unserved on account of refusal of any party or otherwise howsoever.

XVII. The Mortgagors shall pay all the costs charges and expenses
 between attorney and client in anywise incurred or paid by the --
 Corporation of and incidental to or in connection with these presents
 or this security and incurred as well for the assertion or defence
 of the rights of the Corporation as for the protection and security
 of the said mortgaged premises and for the demand realization and
 recovery of the said principal sum interest and other moneys payable
 to the Corporation and the same shall on demand be paid by the --
 Mortgagors to the Corporation with interest thereon at the rate
 aforesaid from the time of the same having been incurred and until
 such payment the same shall be a charge upon the said mortgaged
 premises.

XVIII. AND IT IS LASTLY HEREBY AGREED AND DECLARED that the
 Corporation shall not be answerable or accountable for any --
 involuntary losses that may happen in or about the exercise of and
 execution of the aforesaid powers and trusts or any of them.

THE SCHEDULE ABOVE REFERRED TO :-

ALL THAT the Southern portion of the Mokalari Mourashi Land
 being Plot No. 16 of the Land Scheme of the Regent Estates Ltd. now
 known as premises No. 119, Netaji Subhas Chandra Bose Road, --

Tollygunge

Tollygunge, Calcutta measuring 13 Cottahs 2 Chittacks more or less situate in Village Shibpur Touzi No. 151 (separate account No. 151/2) of the Collectorate of Twenty-four Pargannas Thana Sader Tollygunge Sub-Registration Office Alipore Pargannah Khaspur in the District of Twenty-four Pargannas and comprised in the following Cadestral Survey Plots and Khattians namely :

Cadestral Survey Plot No.	Khattian No.
768	55
767	56
765	155
430	55
429	55

and shown in the Map or Plan hereto annexed and therein shown surrounded by red lines together with the buildings and structures thereon and butted and bounded in the manner following that is to say on the North by the Premises No. 120 Netaji Subhas Chandra Bose Road, on the South by Moores Avenue on the East by Netaji Subhas Chandra Bose Road, on the West by portion of premises No. 119, Netaji Subhas Chandra Bose Road or howsoever otherwise the said premises may be called known numbered described or distinguished.

the Mortgageors have hereunto set and subscribed their respective hand and seal the day month and year first shown within.

SIGNED AND SEALED BY ME

Ramesh Chandra Mukherjee
MAY SEAL

of :

Netaji Subhas Chandra Bose
Prabhu Chandra Mukherjee

MAY SEAL

Received

As witness my hand and seal this 15th day of May 1919
Prabhu Chandra Mukherjee
Prabhu Chandra Mukherjee
Prabhu Chandra Mukherjee
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Prabhu Chandra Mukherjee



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As witness my hand and seal this 15th day of May 1919
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Insurance Corporation of India the sum of Rupees
Fifteen Thousand only being the consideration
money within mentioned to be paid ^{by} them to us
as per memo below. ..

Rs. 15,000/-

Memo of Consideration.

By cheque no 558349 on the State
Bank of India drawn by the life
Insurance Corporation of India in
our favour for Rs 15000/-

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Received for registration of
 B. A. M. or P. M. on the 24th
 of August 1912 at the office of
 the Registrar, Alipore Sadar
 by Raman Krishna Mukherjee
 for payment of stamp duty
 in Power of attorney No
 registered by the
 Registrar of

Registrar, Alipore
Raman Krishna Mukherjee
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 Raman Krishna Mukherjee
 Son of Late Raman Lal Mukherjee
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 by date of 10/8/12

1500/-
 Paid in my presence
 by Raman Krishna Mukherjee
 District of Burdwan
 by date of 10/8/12

Registrar, Alipore

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(H)

DATED THIS 24th DAY OF August 1962.



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BETWEEN

DR. RAM KRISHNA MUKHERJEE & ANR.

AND

THE LIFE INSURANCE CORPORATION
OF INDIA.

MORTGAGE.

Subscribed, Signed

Dr

Ret.



Book No. *138*
Volume No. *47*
Page No. *23*
Serial No. *7422*
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30.8

G. C. CHUNDER & CO.
Solicitors.
6, Old Post Office Street,
Calcutta.

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