



38262

Admissible under P. 11 of the Stamp Act, 1899 (or exempt from or does not attract Stamp duty) under the Indian Stamp Act, 1899

Stamp duty on the Indian Stamp Act, 1899

the Bengal Stamp Act, 1922

Fee Paid One Thousand Nine Hundred

Twenty Nine

THIS INDENTURE made the 11th day of April

26/4

26/4

and Twenty-NINE B E T W E E N ASHUTOSH MOKERJEE son of late Jadu Nath Mukerjee, by caste Brahmin, by occupation Contractor, residing at Kasidih Lodge Jamsheepore, District Singhbhum 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 W H E R E A S 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 ₹3490/- RUPEES THREE THOUSAND FOUR HUNDRED AND NINETY 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 WITNESSETH and declares as follows :-

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 ₹3490/- RUPEES THREE THOUSAND FOUR HUNDRED AND NINETY within twelve years to be computed from the Fifteenth day of October 1928 together with interest thereon at the rate of seven per cent. per annum calculated from the said fifteenth day of October 1928 payable yearly on the fifteenth day of October each year during the said period without any deduction the first of such payments to be made on the fifteenth day of October 1929.

2. The Owner may at his option during any year of the said period of twelve years release the premises hereby charged or made subject thereto by payment to the Board of the said sum of ₹3490/- RUPEES THREE THOUSAND FOUR HUNDRED AND NINETY together with the proportionate part of annual interest of ₹244 - 4 - 9. RUPEES TWO HUNDRED AND FORTY-FOUR ANNAS FOUR AND PIES NINE 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.

Part paid Rs 500/- on 4/11/31
Part paid Rs 500/- on 21/11/32
Charge redeemed on payment as follows :-
1) Balance of outstanding purchase money Rs 2490-0-0 (Paid on 7.5.33)
2) Part payment of proportionate interest 96-6-6
3) Balance of the proportionate interest 1-0-0 (Paid on 28.5.33)
For Chairman 29/5/38

4. If the Owner shall duly and punctually pay to the Board the said sum of Rs 3490/- Rupees Three Thousand Four Hundred and Ninety on the Twelfth year -- computed from the Fifteenth day of October 1928 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.

5. The Owner hereby further covenants with the Board that if any yearly payment of interest shall remain unpaid for fifteen 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 therewith 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.

8. The Board shall with and out of the moneys 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 purchase 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

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 piece or parcel of revenue free land containing an area of 4 K. 7 Ch. 5 Sft. FOUR COTTAS SEVEN CHITTAKS AND FIVE SQUARE-FEET be the same a little more or less situate and being Plot No. 40 of the surplus lands in Improvement Scheme No. XV(A), formed out of portions of premises Nos. 4/3 Nepal Bhatthacharjee Secend Lane and 23/3/1 Tollyunge Road, being parts of Holdings Nos. 93 & 93 A respectively in Sub-Division G, Division VI, Dihi Panchannagram, District 24 Parganahs, Thana Tollyunge, Sub-Registration District Alipore together with the buildings and other erections for the time being thereon and which said piece or parcel of land is more particularly delineated on 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.

W. C. 29
will 24/4/29

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

M. D. Suman
Chairman of the Board.



Witness *Nank Chandu Nasser,*

*Manager for the Trustees,
Calcutta Improvement Trust.*

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

Le. S. S. S. S.

A Trustee of the
Calcutta Improvement Trust.

Secretary to the
Calcutta Improvement Trust.

M. D. Suman



Signed, Sealed and Delivered by the
abovenamed Owner in the presence of)

Calcutta Improvement Trust

Witnesses :-

1. *Biswanath Krishna Chatterjee*
12 A Baula Baigan 1st Lane
Bhowanipore
2. *Bijoy Chandra Mukherjee*
17/3 Chandra Road,
Kolkata.

Witnessed by
for 31/12/1919

Presented to the Council
for Sanitation Register
12/18/29



Book No. I
Volume No. 69
Pages 108 to 113
Being No. 3820
For the Year 1929
1/15/30
SV/8
Original in

+

142 XV - 427
 DATED 19th April 1929.
 ASHUTOSH MUKERJEE.
 TO
 THE TRUSTEES FOR THE IMPROVEMENT
 OF CALCUTTA.
 SECURITY DEED.
 OVER PLOT No. 40.
 SCHEME No. XV(A).
Dr. P. K. Ghosh
Solicitor
14/19/29
14/19/29
14/19/29

