

Sec 32 Case No. 75 of 1960-61.
 Certified that the full stamp duty chargeable on this Instrument under the Indian Stamp Act, amounting to Rs. 14.57 (Rupees one hundred and forty five) only has been paid, under chalan No. 71 dated 10.6.60. and credited to Govt. account.

Calcutta Collectorate.
 The 10.6.1960. *10/6*
 Collector of Stamp Revenue,

Admissible under Rule 21, duly stamped under the Indian Stamp Act 1899, Schedule IA No. 6(1)(i), 57(G)

Fee paid as under,

A 386

E 2

920

MEMORANDUM made this

11th day of July

One thousand nine

hundred and sixty BETWEEN RAZAUR RAHAMAN KHAN son of Moulvi Abdur

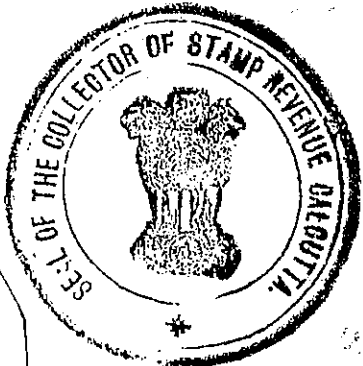
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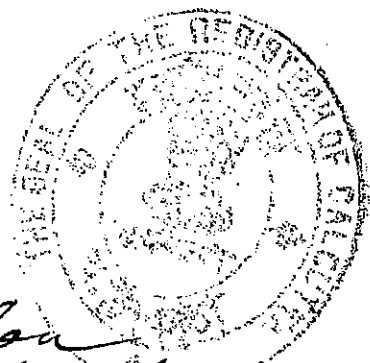
Rahaman Khan at present residing at No.13/1, Ballygunge Park in the suburbs of the town of Calcutta (hereinafter called "the Guarantor" which expression shall unless excluded by or repugnant to the context include his heirs executors administrators representatives and assigns) and JAMILUR RAHAMAN KHAN son of Razaur Rahaman Khan at present residing at No.13/1, Ballygunge Park in the suburbs of the town of Calcutta (hereinafter called "the Mortgagor" which expression shall unless excluded by or repugnant to the context include his heirs executors administrators representatives and assigns) of the One Part AND TURNER MORRISON & COMPANY PRIVATE LIMITED a Company incorporated under the Indian Companies Act and having its registered office at 6, Lyons Range in the town of Calcutta (hereinafter called "the Company") of the Other Part

WHEREAS :

- (1) The Guarantor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land and hereditament being premises No.15, Palm Place formerly known as premises No.4/1, Old Ballygunge

Second





Presented for registration at 11-15 Am
at the Calcutta Registration office
on the 13th day of Oct 1960
By Razam Rahman Khan
one of the executants -

Uttam
Calcutta. 13/10/60

Razam Rahman Khan

Uttam
Razam Rahman Khan
S/o. Moulvi Khan
Rahman Khan
Jamin Khan
S/o. Razam Rahman
Khan, No 131,
Ballygunge Park
Calcutta
Muslim Community
Kant Hall

Razam Rahman Khan

Jamin Khan

Jamin Khan
C. C. David
Chel Esth. Club
J. H. Wilson House,
Missionary
Extension Club

A hand impression of the
executant is dispensed with

Uttam
Calcutta.

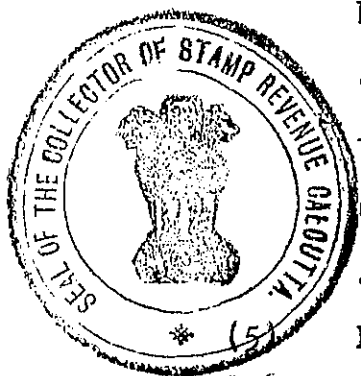
13/10/60

Second Lane, Ballygunge in the suburbs of the town of Calcutta, Police Station Ballygunge, Sub-Registry Sealdah more fully described in Part I of the First Schedule hereto (hereinafter called "the said land").

(2) By an Indenture of Lease dated the Twentieth day of October One thousand nine hundred and fifty-nine and made between the Guarantor of the one part and the Mortgagor of the other part the Guarantor in consideration of the rent thereby reserved and of the covenants conditions and agreements therein contained demised the said land unto the Lessor for the term of twenty-nine years commencing from the first day of August One thousand nine hundred and fifty-nine.

(3) The Mortgagor is desirous of putting on pucca buildings and structures on the said land and has agreed to let out the said land together with the buildings and structures to be constructed thereon.

(4) By an Indenture of Lease bearing date *the first day of July 1909* and made between the Mortgagor of the one part and the Company of the other part the Mortgagor in consideration of the rent and hire thereby reserved and of the covenants conditions and agreements thereon contained demised the said land together with the buildings and structures now erected or to be constructed and erected thereon unto the Company for the term of twenty-one years commencing from the first day of *October* ~~March~~ One thousand nine hundred and sixty or from any date agreed upon by the Company.



(5) Prior to the execution of the said Indenture of Lease it was agreed by and between the parties hereto that a

sum



[Handwritten Signature]
SECRETARY OF ASSURANCE

13/18/40

sum of Rs.96,000/- (Rupees ninety six thousand only) being equivalent to and representing forty eight months'

(4 years) rent and hire should be paid by the Company to the Mortgagor as and by way of advance rent on or

before the execution of the said Indenture of Lease dated the *First day of July, 1960*

and it was also agreed that this amount should be adjusted by the Mortgagor in protanto satisfaction of the rents and hire for the first forty eight months' of the Company's tenancy and that simultaneously with the

execution of the said Indenture of Lease dated the *First day of July 1960* the Guarantor should guarantee the repayment of the said sum of Rs.96,000/-

(Rupees Ninety six thousand only) and by way of security for the due discharge of his liability under the said guarantee the Guarantor should create a mortgage in

respect of the said land described in the First Schedule hereto including his reversionary interest in respect of the building and other erections now erected

or to be constructed thereon by deposit of title deeds in respect of the said land as set out in Part I of the Second Schedule mentioned hereto and the Mortgagor also

should create a mortgage in respect of his leasehold interest in the said land and also in respect of the

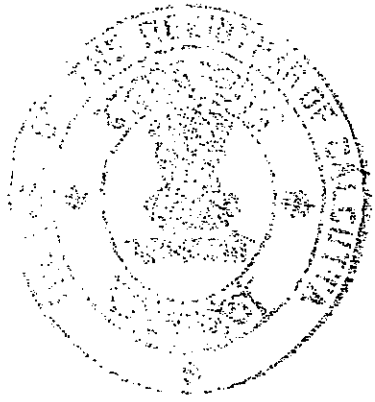
messuage building and other erection now erected or to be constructed thereon in favour of the Company by deposit of title deeds relating thereto as described in Part II of the Second Schedule hereto with the

Company at its office in Calcutta.

(6) In pursuance of the aforesaid agreement the Company has paid to the Mortgagor the said sum of Rupees

Ninety six





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Director of Assistance

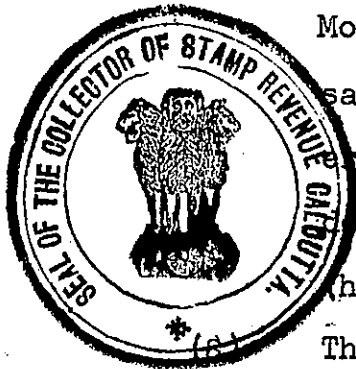
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D.M.M.
Me

Ninety six thousand at the time of the execution of the said Indenture of Lease dated the *First day of July 1960*

(7)

Simultaneously with the payment of the said sum of Rupees ninety six thousand to the Mortgagor by the Company the Guarantor has in pursuance of the said agreement and as a security for the due discharge of the Guarantor's liability under the said guarantee for repayment to the Company of the said sum deposited with the Company at its said registered office at 6, Lyons Range, Calcutta the deeds and documents relating to the title to the said land as set out in Part I of the Second Schedule hereto with intent to create a first mortgage on the said land including his reversionary interest in respect of the messuage building and other erections now erected or to be constructed thereon and the Mortgagor as a security for repayment of the said sum deposited with the Company at its said address the deeds and documents as set out in Part II of the Second Schedule hereto with intent to create a first Mortgage in respect of his leasehold interest in the said land including the building and structures now erected or to be constructed thereon and more fully described in Part II of the First Schedule hereto (hereinafter called "the said premises").



O.D. & Co.

Me
Me

The Guarantor and the Mortgagor are now desirous of recording the aforesaid deposit of title deeds and guarantee in the manner hereinafter ^{agreed} provided.

NOW THESE PRESENTS WITNESS as follows :-

1. The Guarantor doth hereby admit and acknowledge that he has deposited with the Company at its registered office at 6, Lyons Range in the town of Calcutta the title deeds and documents



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Director of Agriculture

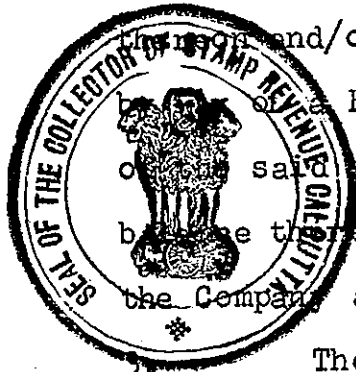
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documents specified in Part I of the Second Schedule hereto relating to the said land that is to say ALL THAT the land more particularly described in Part I of the First Schedule hereto with intent to create a security thereon including his reversionary interest in respect of and affecting the messuage building and other erections now erected or to be constructed and/or for the time being standing or erected thereon by way of first mortgage in favour of the Company for the due discharge of the Guarantor's liability under the guarantee hereinafter mentioned for repayment of the said sum of Rupees ninety-six thousand or so much of the balance thereof as shall be due and payable by the Mortgagor to the Company as aforesaid.

2. The Mortgagor doth hereby admit and acknowledge that he has deposited with the Company at its registered office at 6, Lyons Range in the town of Calcutta the title deeds and documents specified in Part II of the said Second Schedule hereto relating to the said land comprised in the said lease dated 20th October 1959 more particularly described in Part II of the First Schedule hereto with intent to create a security in respect of his leasehold interest thereon and also in respect of and affecting the building and other erections now erected or to be constructed and/or for the time being standing or erected thereon

of First mortgage in favour of the Company for repayment of the said sum of Rupees ninety-six thousand or so much of the balance thereof as shall be due and payable by the Mortgagor to the Company as aforesaid.



The Mortgagor doth hereby covenant with the Company as follows :-

- (a) That the Mortgagor shall on demand pay to the Company the said sum of Rupees ninety-six thousand with interest thereon at eight per cent per annum if the said premises are not complete and ready for the occupation by the Company to its satisfaction by the first day of

March

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Minister of Agriculture

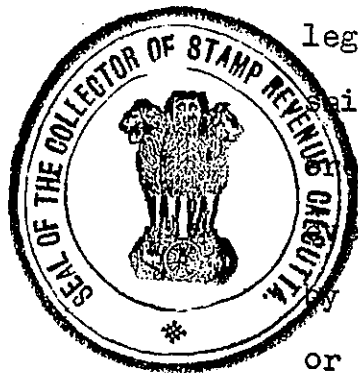
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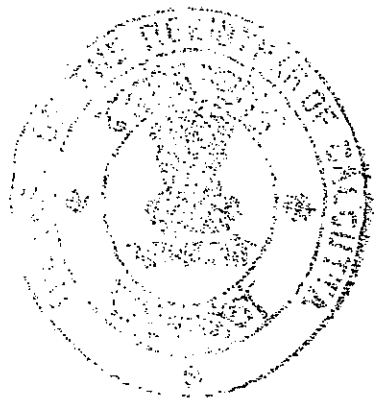
total
March One thousand nine hundred and sixty or any other date which may be agreed upon by the Company for making the said premises ready for occupation by the Company provided that the Company shall not be entitled to demand the interest as aforesaid if the Mortgagor shall have made the premises ready for occupation by the Company to its satisfaction by the first day of ^{March} ~~March~~ One thousand nine hundred and sixty at the latest.

join
(b) In the event of the demised premises being ready for occupation by the Company to its satisfaction and the Company going into occupation of the said premises by the first day of ^{March} ~~March~~ One thousand nine hundred and sixty the said sum of Rupees ninety six thousand shall be adjusted with the monthly rents and hire for the first forty eight months of the Company's tenancy and the Company shall not be required to pay any sum until the said sum of Rupees ninety six thousand is completely liquidated in the manner aforesaid.

(c) The Mortgagor doth hereby undertake that he will at his own costs and expenses when required by the Company execute and register and deliver to the Company or its nominees or assigns an effectual and legal mortgage of the said premises comprised in the said lease including the messuage building and other ^{and} ~~and~~ erections now erected or to be constructed thereon and every part thereof in such form and with such covenants ^{as} ~~as~~ by the Mortgagor and such power of sale or other powers or provisions as the Company or its nominees or assigns may require.



4. (a) The Guarantor doth hereby guarantee the due repayment to the Company of the said sum of Rupees ninety six thousand or so much of the balance thereof as shall be due and payable by the Mortgagor to the Company and the Guarantor shall on demand pay the said sum or sums to the Company in the event of the Mortgagor's failure to



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Minister of Agriculture

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to pay the same to the Company.

(b) The Guarantor doth hereby undertake that he will at his own costs and expenses when required by the Company execute and register and deliver to the Company or its nominees or assigns an effectual and legal mortgage of the said land including his reversionary interest in respect of the messuage building and other erections now erected or to be constructed thereon and every part thereof in such form and with such covenants by the Guarantor and such power of sale or other powers or provisions as the Company or its nominees or assigns may require.

5. The Guarantor and the Mortgagor do hereby further undertake that they will not during the continuance of the security created as aforesaid in favour of the Company create or execute or concur in the creation or execution of any other security over the said land and the said premises or any part thereof which shall or may in any way prejudice or affect this security or the Company's rights hereunder.

6. If any breach shall at any time be committed by the Guarantor or the Mortgagor in complying with and observing the obligations and terms herein contained then it shall be lawful for the Company at any time or times thereafter without any further consent on behalf of the Guarantor or the Mortgagor



instrument in writing to appoint any person or persons not an officer or employee of the Company to be a Receiver or Receivers of the said land and/or the said premises in or to their respective interest including the buildings and structures to be erected thereon or any part or parts thereof respectively and the Receiver or Receivers so appointed shall have power to take possession of or hold enjoy and collect or realise the issue and profits of the said premises or any part or parts thereof respectively and that all moneys collected and realised by the Receiver or Receivers shall be applied by him or them in the first place in the payment and discharge of all costs and expenses incurred by him or them in the exercise of any
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Assistant of Agriculture

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of his or their powers including such remuneration for his or their services as may be sanctioned by the Company and in the next place in the payment to the Company for all losses or damages pecuniary or otherwise suffered and sustained by the Company owing to the non-performance non-observance and breach of the obligations terms and conditions herein contained and on the part of the Guarantor and the Mortgagor to be observed and performed and/or owing to non-payment of the said sum of Rupees ninety-six thousand or any part thereof by the Mortgagor and/or the Guarantor.

7. It is hereby agreed and declared by and between the parties hereto that if and when the Mortgagor shall pay to the Company all monies due and payable by him to the Company or if and when the said sum of Rupees ninety-six thousand shall be completely liquidated in terms of clause 2(b) hereof then the Company will at any time thereafter at the request of the Guarantor and/or the Mortgagor release the said land and the said premises herein comprised in favour of the Guarantor and/or the Mortgagor or as they shall direct.

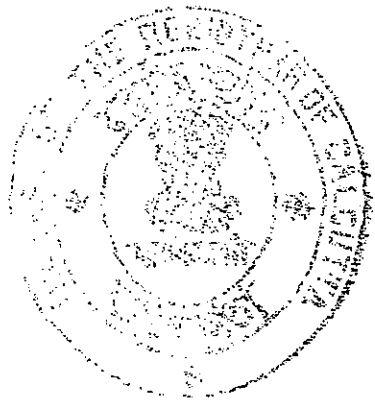
8. The Guarantor and the Mortgagor do hereby also declare that the said land and the said premises are free from all and all manner of encumbrances whatsoever.

9. The Mortgagor doth hereby undertake that he will insure and keep insured against fire and/or earthquake and/or riot the said premises and the buildings and structures to be constructed thereon in some office of repute to be approved of by the Company in writing in the name of the Company to the

value thereof and shall immediately after such policy or of Assurance shall have been effected deposit the same with the Company and shall duly and punctually pay the premia and other sums of money (if any) necessary for keeping on foot such policy or policies as aforesaid and from time to time

produce





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Director of Agriculture

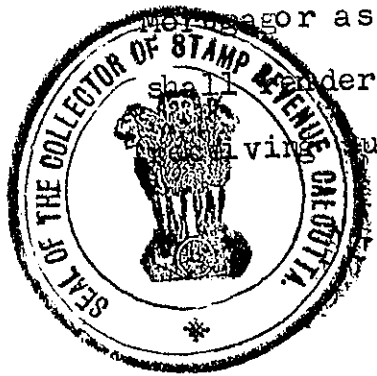
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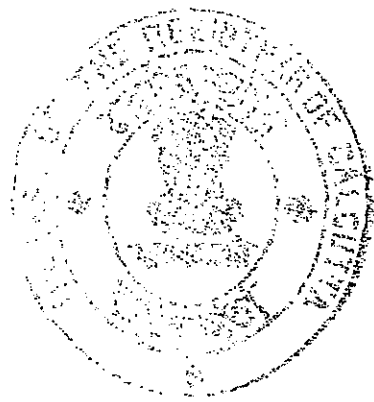
produce the premium receipts to the Company for inspection and will pay all rents taxes and other outgoings payable in respect of the said premises and produce the rent and tax receipts to the Company for inspection PROVIDED NEVERTHELESS it shall be lawful for the Company but not obligatory on it to pay such insurance premia or rents taxes and other outgoings in case of default by the Guarantor and/or the Mortgagor and all such payments shall be treated as advance under the security of these presents and shall carry interest at the rate of 6 per cent per annum.

10. Nothing herein contained shall prejudice or affect the rights and powers to which the Company is by law entitled or any other securities which the Company may at any time hold from the Mortgagor and/or the Guarantor.

11. The said Guarantee shall be a continuing guarantee (irrespective of any sum or sums which may be paid by the Mortgagor and/or the Guarantor) for the ultimate liability of the Mortgagor and/or the Guarantor to the Company.

12. In the event of the said land and the said premises or any part thereof or any interest therein being vested in and/or acquired by the Government of India and/or the State of West Bengal or by any Municipality or local or public body under the Land Acquisition Act 1894 (Act I of 1894) or under any enactment for the time being in force for compulsory acquisition of the immovable properties the Company shall be entitled to receive the whole of the compensation payable for such acquisition and/or vesting and to apply the same or a sufficient portion thereof towards payment of its dues against the Guarantor and/or the Mortgagor as aforesaid and the Guarantor and/or the Mortgagor shall render all assistance to the Company in realising and giving such compensation.





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Secretary of Assurance

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13. Nothing omitted or done by the Company in pursuance of any of the powers provisions authorities or permissions contained in these presents shall in any way affect or discharge the liabilities of the Guarantor and/or the Mortgagor hereunder.

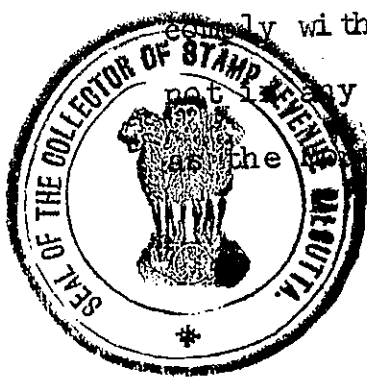
14. Save as herein provided the said Guarantee shall not be affected by the death of the said Guarantor.

15. The Guarantor and/or the Mortgagor shall pay to the Company all law costs and charges and expenses as between Attorney and Client which may be sustained incurred or paid by the Company in enforcing or attempting to enforce the security hereby created.

16. The Company may at any time or times and at all times hereafter make any other arrangement with the Mortgagor without any further assent or knowledge of the Guarantor and take any other security from the Mortgagor and/or hold over renew vary exchange or release in whole or in part and from time to time any securities held or to be held by the Company from the Mortgagor which shall not in any way affect or vitiate the said guarantee of the Guarantor.

17. The Company shall be at liberty to act in relation to this guarantee of the Guarantor as if the Guarantor was the principal debtor to the Company for the said sum of Rupees ninety six thousand or so much of the balance thereof as shall be due and payable by the Mortgagor to the Company and covered by the said guarantee.

18. Notwithstanding anything hereinbefore contained it shall be lawful for the Company to enforce the security hereby created or expressed so to be against the Guarantor and/or the Mortgagor in the event of their or either of their default to comply with the obligations herein contained and the same shall in any way prejudice or affect the rights of the Company as the mortgagee under the law.





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DIRECTOR DE ASISTENCIA

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19. Any notice by way of a request demand or otherwise required to be given hereunder may be given by the Company to the Guarantor and/or the Mortgagor at their last known addresses and any such similar notice may be given by the Guarantor and/or the Mortgagor to the Company at its registered place of business.

THE FIRST SCHEDULE above referred to.-

PART I.

MLC
Deer

ALL THAT the land and hereditament containing an area of one Bigha ^{Thirteen} ~~sixteen~~ Cottahs ^{Seven} ~~one~~ Chittacks and thirty ~~four~~ Square-feet more or less being premises No.15 Palm Place formerly known as premises No.4/1, Old Ballygunge Second Lane within the Municipal Limits of the town of Calcutta being part of Holdings formerly Nos.88A and 94 Now Nos.326 and 327 in Sub-Division H, Division V Mouzah Ballygunge in Dihi Panchanna-gram Police Station Ballygunge, Sub-Registry Sealdah in the District of Twenty-four Parganas and butted and bounded in the manner following that is to say on the North now partly by Old Ballygunge Second Lane and partly by premises No.13/1, Ballygunge Park but according to the earlier title deed partly by Old Ballygunge Second Lane and partly by premises No.4, Old Ballygunge Second Lane. On the East now partly by 13/2, partly by 29/7 and partly by 29/5 Ballygunge Park but according to the earlier title deeds partly by premises No.3 and partly by premises No.10 Old Ballygunge Second Lane on the South now partly by premises No.6 Old Ballygunge Second Lane partly by 29/3 and partly by 29/4 Ballygunge Park but according to earlier title deed partly by premises No.9 and partly by premises No.6 Old Ballygunge Second Lane and on the West by premises No.5, Old Ballygunge Second Lane

SOEVER OTHERWISE the said land and premises which at any times heretofore were or was and now are or is situated known as and distinguished.



PART II.



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Minister of Education

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PART II.

17/11/59
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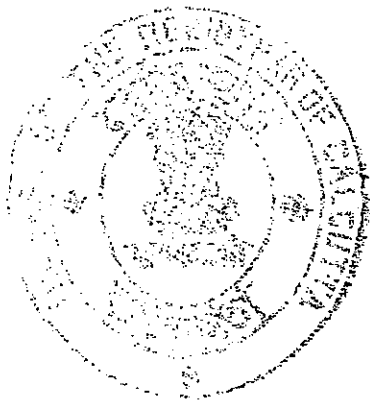
ALL THAT the land and hereditament containing an area of One Bigha ~~sixteen~~ ^{thirteen} Cottahs ~~one~~ ^{seven} Chittacks and thirty ~~four~~ Square feet more or less being premises No.15 Palm Place formerly known as premises No.4/1 Old Ballygunge Second Lane within the Municipal Limits of the town of Calcutta being part of Holdings formerly Nos.88A and 94 now Nos.326 and 327 in Sub-Division H, Division V Mouzah Ballygunge in Dihi Panchannagram in the suburbs of the town of Calcutta within the Police Station Ballygunge, sub-registry Sealdah in the District of Twenty-four Parganas and comprised under the said Lease dated 20th October 1959 TOGETHER WITH messuages buildings and other erections now erected or to be erected therein and commonly known as Adala Court and butted and bounded as follows :-

17/11/59
Deu

North now partly by Old Ballygunge Second Lane and partly by premises No.13/1, Ballygunge Park but according to the earlier title deed partly by Old Ballygunge Second Lane and partly by premises No.4, Old Ballygunge Second Lane. On the East now partly by 13/2, partly by 29/7 and partly by 29/5 Ballygunge Park but according to the earlier title deeds partly by premises No.3 and partly by premises No.10 Old Ballygunge Second Lane on the South now partly by premises No.6 Old Ballygunge Second Lane partly by 29/3 and partly by 29/4 Ballygunge Park but according to earlier title deed partly by premises No.9 and partly by premises No.6 Old Ballygunge Second Lane and on the West by premises No.5, Old Ballygunge Second Lane, OR HOWSOEVER OTHERWISE the said land and premises which at any times heretofore were or was and now are or is situated known numbered called and distinguished.



THE



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OFFICE OF ASSISTANT

13/10/20

T

THE SECOND SCHEDULE above referred to.-

PART I.

1. Original Conveyance dated the 13th May, 1933 between Syed Mahomed Maleek ^{ib} of the one part and Reza-ur-Rahaman Khan of the other part.
2. Original Conveyance dated the 22nd September, 1932 between Syed Mahomed Masih, Rabia Khatoon and Razia Begum of the first part Syed Mahomed Masih and Rashid-ul-Hasan of the 2nd part and Rezaur Rahaman Khan of the third part with Plan annexed.

PART II.

1. Original Lease dated the 20th October 1959 between Razaur Rahaman Khan of the one part and Jamilur Rahaman Khan of the other part with Plan annexed.

IN WITNESS whereof the Guarantor and the Mortgagor have executed these presents the day and year first above-written.

SIGNED SEALED and DELIVERED by the abovenamed Razaur Rahaman Khan in the presence of :

Razaur Rahaman Khan
Razaur Rahaman Khan

1) Name and address of witness
2) Name and address of witness
C. M. Martin
Real Estate Agent
10/15 C. C. David St.
No. 14 Mission Road East.
Calcutta-1.

SIGNED SEALED and DELIVERED by the abovenamed Jamilur Rahaman Khan in the presence of :

Jamilur Rahaman Khan
Jamilur Rahman Khan

1) Name and address of witness
2) Name and address of witness
Real Estate Agent
C. C. David St.
Calcutta-1.





[Handwritten Signature]
SECRETARY OF ASSURANCE

13/10/50

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My...
Book No. *2*
Volume No. *143*
Pages. *1 to 14*
Being No. *5008*
for the year *1960*

s(1) *26* No. 44239.

DATED this *11th* day of *July*, 1960.-

5008

- BETWEEN -

RAZAUH RAHAMAN KHAN & ANR.

- And -

TURNER MORRISON & CO. PRIVATE LTD.



H. Chatterjee
27-10-60.

MEMORANDUM.

(2)



[Signature]
13/10/60

- Orr, Dignam & Co., -
Calcutta.-