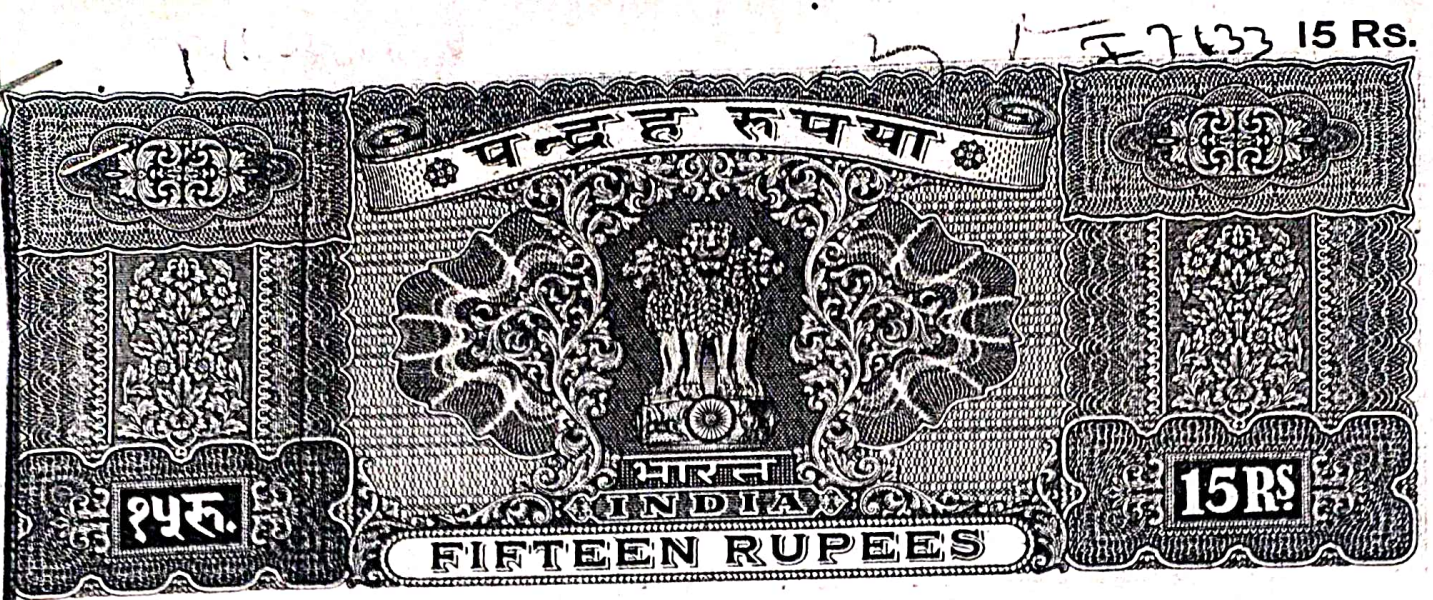




Amount under Rs. 21,
Date of issue 1-1-1955
or does not require Stamp
duty under the Indian
Stamp Act, 1899, Schedule
4(b)

Sub-Registrar
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THIS INDENTURE made this 19th day of September One thousand nine hundred and fifty-five BETWEEN SREEMATI SMRITI KANA ROY wife of Sri Niranjan Roy residing at No.162/28, Prince Anwar Shah Road, P.S.Tollygunge, Calcutta-33 by caste Hindu by occupation Serviceholder hereinafter called the "MORTGAGOR" (which expression shall unless excluded by or repugnant to the context include her heirs executors administrators representatives and assigns) of the One Part AND THE AMALGAMATED DEVELOPMENT LIMITED a Joint Stock Company with limited liability incorporated under the Indian Companies Act and having its registered office at No.14, Netaji Subhas Road in the town of Calcutta hereinafter called the "MORTGAGEE"

(which ---

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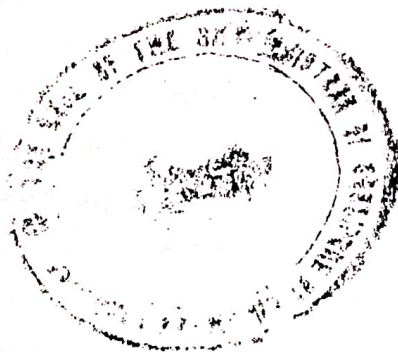
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(which expression shall unless excluded by or repugnant to the context include its successor or successors in interest and assigns) of the Other Part WHEREAS by an Indenture of conveyance bearing even date with but executed prior to the execution of these presents and made between the said Mortgagee as Vendor of the one part and the said Mortgagor as purchaser of the other part ALL THAT piece or parcel of land being plot No.17 of Block 'A' of Bangur Avenue therein also in the schedule hereinafter fully described was purchased by the Mortgagor for the purpose of building a residential house AND WHEREAS out of the total consideration of the said plot No.17 of Block 'A' of Bangur Avenue the Mortgagor paid only a part and requested the Mortgagee to accept the balance sum namely Rs.2,300/- (Rupees Two thousand and three hundred) only in ten years in manner hereinafter appearing and agreed to execute and register a deed of Security for payment of the said sum of Rs.2,300/- (Rupees Two thousand and three hundred) only immediately after the execution of the conveyance now in recital NOW THIS INDENTURE WITNESSETH and declares as follows :-

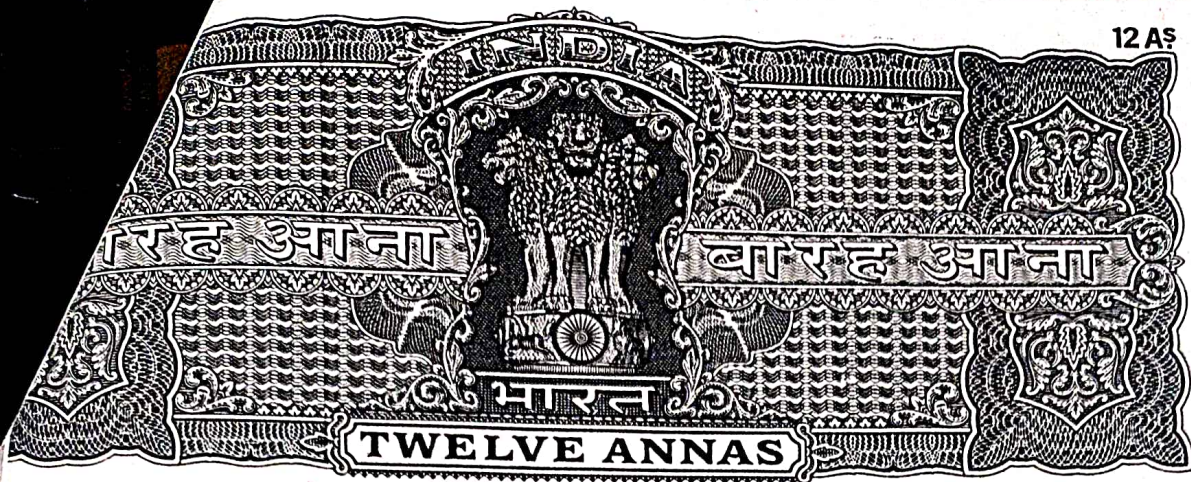
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1. In consideration of the said premises the said Mortgagor hereby covenants with the said Mortgagee that the said Mortgagor will pay to the said Mortgagee the said sum of Rs.2,300/- (Rupees Two thousand and three hundred) only by ten equal annual instalments to be computed from the date of these presents together with interest thereon at the rate of eight per cent per annum calculated from the date of these presents upto the date of payment and payable monthly and every month on or before the 19th day of each and every succeeding month without any deduction the first of such payment to be made on or before the 19th day of *October* next. The annual instalments shall be payable on or before the 19th day of each and every succeeding year and the first of such instalments shall be payable before the 19th day of *September* 1956.

2. The said Mortgagor hereby charges as a First Charge in favour of the said Mortgagee the said piece or parcel of land comprised in and conveyed by the above mentioned Indenture of conveyance and also described in the schedule hereto together with the buildings and other erections that may hereafter be erected thereon with the appurtenances thereto belonging (the possession whereof will remain with the said Mortgagor) with the payment to the said Mortgagee of the said sum of Rs.2,300/- (Rupees Two thousand and three hundred) only together with interest thereon as aforesaid.

2.The ---

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Sub-Registrar,
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The Original Indenture of conveyance mentioned above will remain with the said Mortgagor and she shall during the subsistence of these presents whenever called upon at her costs produce or cause to be produced the same at such place or before such person as may be required by the said Mortgagee and shall in the meantime keep the same safe unobliterated and uncanceled.

4. No payment of any annual instalments shall be accepted by the Mortgagee unless the interest due on the date of such payment is first paid off.

5. Notwithstanding anything herein contained the Mortgagor shall have the liberty at anytime within the said period of ten years from the date of these presents to pay the entire amount then due by way of principal and interest which the Mortgagee shall accept.

6. When the entire amount of the unpaid consideration together with interest is fully paid the Mortgagee shall at the request and cost of the Mortgagor execute in favour of the Mortgagor or her nominee or nominees a deed of Release and cause the same to be registered.

7. Notwithstanding anything hereinbefore contained in case of default in payment of interest for 12 consecutive months or in case of default of payment of any annual instalments within three months from the date when it becomes due the Mortgagee shall have the right to realise the whole amount then due on account of the balance of consideration money together with interest by suit.

8. Notwithstanding anything hereinbefore contained to the contrary the Mortgagor shall pay and the Mortgagee shall accept interest at the rate of six per cent per annum on the said sum of Rs.2,300/- (Rupees Two thousand and three hundred) only or any part thereof as the case may be PROVIDED the interest is paid regularly and punctually within six months from the date when it first becomes due.

THE SCHEDULE ----

THE SCHEDULE ABOVE REFERRED TO:-

ALL THAT piece or parcel of Raiyati Sthitiban land hereditaments and premises measuring Two cottas thirteen chittaks and thirty-three square feet corresponding with point zero four-five satak a little more or less situate lying at and being plot number seventeen of Block 'A' of Bangur Avenue within the jurisdiction of South Dum Dum Municipality Thana Rajerhat Sub-Registration office Cossipore Dum Dum in the District of 24 Parganas and according to settlement records of rights finally published in 1931 the said plot No.17 is comprised in Pergana Calcutta Mouza Krishnapore J.L.No.17 R.S.No.180 Touzi numbers two hundred twenty-eight and two hundred twenty-nine of Twenty-four Parganas Collectorate and is part of C.S.Dag No.1258 Khatian No.823 appertaining to an annual jama or rent of Rs.27/- was payable to Tulsi Ram, Janak Ram and Gayadin Ram of 96, Mechua Bazar Street, Calcutta now payable to The Collector, 24 Parganas, proportionate rent is annas five only.

The said plot No.17 hereby mortgaged is butted and bounded on the North by 30' feet wide road on the East by plot No.18 & 19 on the South by plot No.29 & 30 and on the West by plot No.16 all of the said Bangur Avenue Block 'A'.

IN WITNESS WHEREOF the said Mortgagor has duly signed this Deed the day month and year first above written.

SIGNED AND DELIVERED

in the presence of:-

1) *Tap Narain Singh*
37 2/11 Russa Road South,
Cal. 33

2) *Dr. Anil Kumar Bhowmik*
Dr. Anil

Smriti Kama Roy.

DATED THIS 19th DAY OF Sept. 1955.

(33)



FROM
SREEMATE SMRITI KANA ROY.

TO
THE AMALGAMATED DEVELOPMENT LIMITED.

MORTGAGE
Re: Plot No. 17 of Bangur Avenue Block 'A'

Sub-Registrar,
COSSIPUR DUM DUM

2/9/55



Sub-Registrar,
COSSIPUR DUM DUM

21.9.55

AMAR NATH BANERJEE, ADVOCATE.