

1670

STAMP AFFIXED BY.

Admissible under Rule 2

13.3.83. I/420

Stamp (or stamp) ~~BEAM~~ SUPERINTENDENT,  
does not require stamp ~~CALCUTTA~~ COLLECTORATE.

The Indian Stamp Act 1899 Sch.

No. 40(6)

or under the Bengal Stamp

(Amendment) Act 1922 Schedule

I. A. No.

DISTRICT REGISTRAR

24-Parganahs

THIS INDENTURE made this Twenty first day of March one

thousand nine hundred and fifty-three BETWEEN SREEMUTTY RAMABATI DASS

wife of Abhoy Kumar Dass residing at No. 98/4, Surendra Nath Banerjee

Road in the town of Calcutta by caste Tantubaya by occupation --

Grihasthali hereinafter called the MORTGAGOR (which expression unlessor  
excluded by/repugnant to the context or meaning shall be deemed to

include her heirs executors administrators representatives and --

assigns) of the One Part AND SREEMUTTY JAYABATI BHAR wife of Prafulla

Kumar Bhar residing at No. 3B, Wederburn Road, Ballygunge in the -

District of 24-Parganahs but within the Municipal limits of the town

of Calcutta by caste Tantubaya by occupation Grihasthali hereinafter

called the MORTGAGEE (which expression unless excluded by or repug-

nant to the context or meaning shall be deemed to include her heirs

executors administrators representatives and assigns) of the Other

Part WHEREAS the Mortgagor is absolutely seised and possessed of or

otherwise well and sufficiently entitled as and for an indefeasible

estate of inheritance in fee simple in possession or an estate -

equivalent thereto to the messuage hereditaments and premises No. 38A

Lake Place, Ballygunge in the District of 24-Parganahs but within the

Municipal limits of the town of Calcutta hereinafter particularly

mentioned and described and intended to be hereby conveyed by way of

Mortgage AND WHEREAS the Mortgagor having occasion to borrow the sum

of Rs. 16,000/- (Rupees Sixteen thousand) applied to the Mortgagee to

lend and advance to her the same which the Mortgagee agreed to do -

upon having the repayment thereof with interest and costs as herein-

after-



hereinafter mentioned secured in manner hereinafter particularly mentioned NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the sum of Rs. 16,000/- (Rupees Sixteen thousand) of lawful money of the Union of India in hand well and truly paid to the Mortgagor at or immediately before the execution of these presents by the Mortgagee (the receipt of which sum of Rs. 16,000/- (Rupees Sixteen thousand) the Mortgagor doth hereby as well as by the receipt for the same hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby release and discharge the Mortgagee) she the Mortgagor doth hereby covenant with the Mortgagee that she the Mortgagor shall and will on the *Twenty Sixth* day of *March* one thousand nine hundred and fifty-seven well and truly pay or cause to be paid unto the Mortgagee the said sum of Rs. 16,000/- (Rupees Sixteen thousand) with interest for the same at or after the rate of Five per cent per annum calculated from the date of these presents in the meantime and until satisfaction thereof payable by equal monthly instalments on or before Tenth day of each and every succeeding month without any abatement or deduction whatsoever AND also shall and will pay all costs charges and expenses which the Mortgagee shall incur or be liable to pay in and about the recovery of the moneys hereby secured or for the protection of the premises hereby conveyed or otherwise howsoever as between attorney and client AND also shall and will in the meantime and until full payment of the moneys hereby secured pay or cause to be paid all rents rates taxes assessments and outgoings whatsoever to Corporation of Calcutta or otherwise in respect of the said hereditaments and premises AND THIS INDENTURE ALSO WITNESSETH that in further pursuance of the said agreement and for the consideration aforesaid the Mortgagor doth hereby grant convey and transfer by way of mortgage unto the Mortgagee

ALL-

*28/3/53*



ALL THAT partly two and partly three storied brick built messuage tenement or dwelling house together with the piece or parcel of rent free land or ground thereunto belonging whereon and on part whereof the same is erected and built containing by measurement Four Cottahs Seven Chhitacks be the same a little more or less situate lying at and being the premises No. 38A, Lake Place (formerly No. 17/1G, - Mudiali Road) Ballygunge within the Municipal limits of the town of Calcutta comprised in Holding No. 58 (old No. 48) Division 6 Sub-Division R, Mouza North Mudiali, Thana Tollygunge, Sub-Registration Office Alipore, Diki Panchannagram in the District of 24-Parganahs and butted and bounded in the manner following, that is to say, on the North by the premises No. 36, Lake Place on the South by the premises No. 51, Southern Avenue on the East by Lake Place and on the West by the premises No. 49A, Southern Avenue, OR HOWSOEVER OTHERWISE the said messuage tenement land hereditaments and premises hereinbefore described now are or is or at any time heretofore were or was situated butted bounded called known described and distinguished TOGETHER with all edifices out houses buildings cook rooms godown sheds yards and appurtenances whatsoever to the said messuage tenement piece or parcel of land or ground hereinbefore described and hereby expressed to be assured or to any of them belonging or in anywise appertaining to or with the same or any of them now or at anytime heretofore held and occupied possessed or enjoyed or reputed or taken as part or parcel or member thereof respectively AND the reversion or reversions remainder or remainders rents, issues and profits of the same AND all the estate right title interest use trust property claim and demand whatsoever both at law and in equity of her the Mortgagor of in and to the said messuage tenement land hereditaments and premises hereinbefore described AND all deeds documents pottahs muniments and writings whatsoever exclusively relating to the title to or in any way concerning the said hereditaments and premises which now are or at any time hereafter shall or may be in the possession or power of the Mortgagor or of any person or persons from whom she or they can or may procure the same without

any-



any action or suit at law or in equity TO HAVE AND TO HOLD  
all and singular the said hereditaments and premises here-  
inbefore mentioned and hereby granted and conveyed with  
the appurtenances unto and to the use of the Mortgagee for  
ever free from all encumbrances whatsoever SUBJECT NEVERTH-  
LESS to the proviso for redemption of the said heredita-  
ments and premises hereinafter contained that if the --  
Mortgagor do and shall on the *Twenty Fifth* day of *March*  
one thousand nine hundred and fifty-seven well and truly  
pay or cause to be paid unto the Mortgagee all moneys -  
hereby secured according to the covenants hereinbefore -  
contained then the Mortgagee shall and will at any time -  
thereafter upon the request and at the costs and charges  
in all things of the Mortgagor reconvey the said heredita-  
ments and premises hereinbefore described to the use of the  
Mortgagor or as she or they shall direct AND the Mortgagor  
doth hereby covenant with the Mortgagee that the Mortgagor  
is lawfully seised and possessed of to the said heredita-  
ments and premises free from all encumbrances AND that the  
Mortgagor now hath good right and full power to indefea-  
sibly grant the said hereditaments and premises hereby -  
granted unto and to the use of the Mortgagee AND that the  
Mortgagor and all persons having or lawfully or equitably  
claiming any estate or interest in the said hereditaments  
and premises or any part thereof shall and will from time  
to time and at all times hereafter at the request of the  
Mortgagee but at the costs of the Mortgagor do and --  
execute or cause to be done or executed all such acts -  
deeds and things for further and more perfectly assuring  
the said hereditaments and premises unto and to the use  
of the Mortgagee in manner aforesaid as shall or may be  
reasonably required PROVIDED ALWAYS and it is hereby ~~and~~  
agreed and declared that if the Mortgagor shall make -  
default-

*[Signature]*



AND TO HOLD  
 amises here-  
 ayed with  
 Mortgagee for

ERTH-  
 a-  
 --  
 ned  
 ly  
 -  
 -  
 ne  
 ges  
 ita-  
 of the  
 gator  
 gator  
 ita-  
 t the  
 ea-  
 y -  
 the  
 ably  
 nents  
 time  
 the  
 --  
 s -  
 ring  
 use  
 be  
 and-  
 -  
 alt-

default in payment to the Mortgagee of any six successive instalments of interest aforesaid or if there shall be any breach of any of the covenants herein contained the whole of the monies secured by these presents shall immediately thereupon become due and payable notwithstanding that the said *twinty fifth* day of *March* one thousand nine hundred and fifty-seven shall not have then arrived and the Mortgagee shall be at liberty thereafter to institute a suit against the -- Mortgagee for the recovery of the whole of the principal money and - interest hereby secured notwithstanding anything hereinbefore contained PROVIDED ALWAYS and notwithstanding anything hereinbefore contained it is hereby further agreed by and between the Mortgagor and Mortgagee that after the expiry of the *twinty fifth* day of *March* one thousand nine hundred and fifty-four the Mortgagor shall be entitled to pay to the Mortgagee a sum not less than Rs. 8,000/- (Rupees Eight thousand) towards the reduction and part payment of the principal hereby secured and the Mortgagee shall accept the same as such part payment towards the principal provided all arrears of interest upto the date of such payment shall have previous thereto been paid up in full without any prejudice to the rights of the Mortgagee of demanding payment of the whole amount falling due according to the terms of these presents at any time whatsoever.

IN WITNESS WHEREOF the Mortgagor hath hereunto set and subscribed her hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED

at No 38A Lark Place, Calcutta  
 in the presence of  
Jileendra Mohan Dasgupta.

Ramabati Dasg.



*Sikha Cal.*

Abhay Kumar Das  
 98/4 Surendra Nath Benigjee Rd.  
 Cal- 13.

Prof. Neema Khan.  
 3B Wedderburn Rd -  
 P.O. Rashbehary Av.  
 Calcutta 29.

RECEIVED

RECEIVED from the withinnamed -- }  
Mortgagee the sum of Rupees Sixteen thousand }  
only being the amount of consideration money } Rs. 16,000/-.  
to be paid by her to me as within mentioned. }

Memo of Consideration.

By cheque No.C.W.07985-2 dated 26 March  
R. 1953 on the Central Bank of India Ltd  
drawn by mortgagee in favour of the  
mortgagee for ————— Rs 16000/-

Witness

Profess Lilein Choudhury  
Ramabati Das.

Jm Rakshit.

Profulla Kumar Das,  
3B Weddaben Rd -  
P.O. Rashbehari Av.  
Calcutta 29,

Abhay Kumar Das  
98/4 Swendra Nath Banjee Rd  
Cal-13.



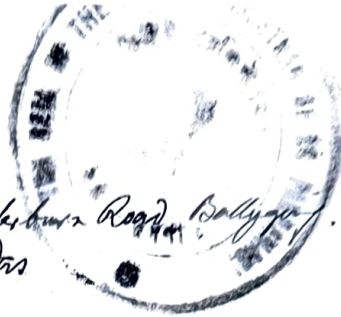
The contents of this  
document have been  
explained by me to Mr.  
Ramabati Das, who is  
known to me

DISTRICT REGISTRAR,  
24-Pergana.

Jm Rakshit.



Presented for Registration at  
 4. A. M. or P. M. of the  
 28th March 1953  
 at [ ] by [ ]  
 of [ ]  
 under power of Attorney No.  
 for authentication by the Sub-  
 Registrar of [ ]



3 B Weddaburn Road, Ballygunj.

Ramabati Das

DISTRICT REGISTRAR,  
 24-Perganas.

28/3/53

Ramabati Das.



24C

Member is admitted  
 Ramabati Das  
 Son of Abhoy Kumar Das  
 Wife of S. S. Weddaburn Road  
 Thana Ballygunj  
 District Calcutta  
 By name Tanubhaya  
 By profession G. C. Has. Thal.

Ramabati Das.

Hem Chandra Bhow

Identified  
 Hem Chandra Bhow  
 Son of Mr. Nitai Chandra Bhow  
 Of 3 B Weddaburn Road  
 Thana Ballygunj  
 District Calcutta  
 By name Tanubhaya  
 By profession Pensioner

DISTRICT REGISTRAR,  
 24-Perganas.  
 28/3/53



DATED THIS 26 DAY OF March 1953

SREEMUTTY RAMABATI DASS.

T O

SREEMUTTY JAYABATI BHAR.

137



M O R T G A G E .

DISTRICT REGISTRAR,  
24 Perganas,



Received  
Book No. ... 33 ...  
Volume No. ... 33 ...  
Pages 133 142 ...  
Serial No. ...  
For the year 1953.

J. M. RAKSHIT,  
SOLICITOR,  
6, Old Post Office St.,  
CALCUTTA.

See - DISTRICT REGISTRAR,

24 Perganas,

31.3.53.

*Subscribed*