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STAMP AFFIXED BY.

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Dues paid as under

A 30/-
R 3/-
33/-

Recevee
Registering Officer

30.7.52

A. No 1335

4000
7000/-
A 30/-
R 3/-
u. G. Basu

THIS INDENTURE made the 25th day of July, One Thousand Nine Hundred and Fifty-two Between DR. U. P. BASU, D.Sc. son of Late Bepin Behari Basu residing at 98/4, Surendra Nath Banerjee Road, Calcutta by caste Hindu by occupation Director, Bengal Immunity Research Institute hereinafter called "The Mortgagor" (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 HINDUSTHAN CO-OPERATIVE INSURANCE SOCIETY, LIMITED, an incorporated Company having its registered office at No. 4, Chittaranjan Avenue in the town of Calcutta hereinafter called "The Mortgagee" (which expression unless excluded by or repugnant to the context include its successor and/or assigns) of the Other Part WHEREAS by an Indenture of conveyance (hereinafter referred to as 'the said Conveyance') bearing even date with but executed prior to these presents and made between the Mortgagee of the One Part and the Mortgagor therein referred to as the Purchaser of the Other Part **ALL AND SINGULAR** the hereditaments and premises described in the Schedule hereunder as well as thereunder written were transferred and conveyed to the Mortgagor by the Mortgagee and by the said conveyance it was provided that the payment of a part of the purchase money namely the sum of Rs. 7,000/- owing by the Mortgagor to the Mortgagee being the unpaid purchase money for the said hereditaments and premises should be secured by an Indenture of even date being these presents to be executed by the Mortgagor immediately after the execution of the said conveyance NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 7,000/- he the Mortgagor doth hereby grant transfer and convey unto the Mortgagee **ALL THAT** the land hereditaments and premises particularly described in the Schedule hereunder written OR HOWSOEVER OTHERWISE the said land hereditaments and premises now are or is or heretofore were or was situate butted bounded called known numbered described and distinguished

u. G. Basu



Presented for registration at
... A.M. or P.M. on the day
of July 1952 at the office of
the Sub-Registrar Alipore Sadar
by Dr. U. P. Basu
Executant or claimant or attorney
for under
a Power of attorney No
for 19 .. authenticated by the
Sub-Registrar of



Received
25.7.52
Sub-Registrar
of Alipore: Sadar

Dr. U. P. BASU

Execution is admitted by
Dr. U. P. Basu
son of late Dippindikari Das
of 98/4, Sudder Court Building
Calcutta
Thana
District
By caste Brahmin
Profession Medical Practitioner

Dr. U. P. BASU

Thumb-impression is
dispensed with.
25/7/52

Sharmadas Ghose

Sharmadas Ghose
son of Harendra Chandra
of 38/5, Sudder Court Building
Thana
District
By caste Brahmin
Profession Student

Received
Sub-Registrar
of Alipore: Sadar
25.7.52

TOGETHER WITH all buildings yards courts areas sewers drains water watercourses lights liberties easements privileges appendages and appurtenances whatsoever to the said hereditaments and premises belonging or in anywise appertaining to or with the same or any part thereof usually held used occupied or reputed to belong or be appurtenant thereto (hereinafter collectively referred to as "the Mortgaged premises") and all the estate right title interest

claim and demand whatsoever of the mortgagor in to and upon the said land hereditaments and premises and every part thereof and all deeds pattahs muniments writings and evidence of title which in anywise relate to the said premises or any part or parcel thereof and which are or hereafter shall or may be in the custody power or possession of Mortgagor or any person or persons from whom he the Mortgagor can or may procure the same without action or suit at law or in equity TO HAVE AND TO HOLD the said land hereditaments and premises hereby granted transferred and conveyed or expressed and intended so to be unto the Mortgagee absolutely for ever freed and discharged from all charges liens attachments and incumbrances but subject to the proviso for redemption next hereinafter contained PROVIDED ALWAYS AND IT IS HEREBY AGREED

AND DECLARED that if the Mortgagor shall on the 25th day of July which will be in the year One Thousand Nine Hundred and Fiftyseven pay to the Mortgagee the full and clear sum of Rs. 7,000/- and shall in the meantime pay interest for the same at the rate of seven per cent per annum computed from the date of these presents by regular quarterly payments on or before the last days of March, June, September and December in each year the first of such payment of interest to be made on the 30th September 1957 next with such rests in the account as are hereinafter mentioned and shall also during the subsistence of this security pay all rates and taxes assessments impositions and outgoings which are or may hereafter be payable in respect of the said land hereditaments and premises hereby transferred and expressed or intended so to be or any part thereof whether separately or with any other property as and when the same shall from time to time become due and payable and shall also pay all law costs and charges of and incidental to these presents as well as all costs charges and expenses which the Mortgagee shall or may be put to or incur in getting in and recovering payment of the moneys and the premises hereby secured or otherwise in connection with the mortgaged premises without any deduction or abatement whatsoever notwithstanding any rules or practice of Court to the contrary in this behalf then the Mortgagee will at the request and costs of the person requiring the same reconvey and retransfer the mortgaged premises unto the Mortgagor or as the person or persons making the payment shall in that behalf direct free from all charges and incumbrances whatsoever in the meantime made or suffered by the Mortgagee and the Mortgagor doth hereby for himself and his heirs executors administrators representatives and assigns covenants with the Mortgagee that the Mortgagor shall on the said 25th day of July 1957 or so soon as the same shall become due and payable pay to the Mortgagee the said principal sum of Rs. 7,000/- and shall also pay interest thereon in the meantime at the rate of 7 (seven) per cent per annum on the days and in the manner mentioned in the proviso for redemption hereinbefore contained with such rests in the account as are hereinafter mentioned and also shall during the subsistence of this security pay from time to time all rates taxes assessments and impositions and shall also pay all costs charges and expenses as aforesaid without any deduction or abatement whatsoever as hereinbefore provided in the proviso for redemption AND FURTHER that

in case default shall be made in payment of any instalment of quarterly interest upon the same falling due it shall be lawful for the Mortgagee in every case of such default to make a rest and to charge interest upon interest at the rate of 7 (seven) per cent per annum but it is expressly understood and agreed that this right to charge compound interest is not in anywise to prejudice or affect the exercise of any right power or remedy the Mortgagee has or shall or may have under these presents or under any law AND FURTHER that if default shall be made in the payment of any two consecutive quarterly instalments of interest (the default in the payment of a part of any such instalment being deemed to be a default in the payment thereof) then and immediately after such default or if the Mortgagor shall fail or neglect to observe or perform any of the covenants hereinbefore or hereafter contained and on the Mortgagor's part to be observed or performed or to carry out any of the Mortgagor's obligations under these presents other than the covenant and obligation to pay the said principal sum or so much of it as shall then be outstanding or a receiver shall have taken possession of the mortgaged premises as hereinafter provided - then in any such event happening the whole of the said principal sum with interest thereon at the rate aforesaid and all other monies hereby secured or intended so to be or so much thereof as shall remain due and payable on the footing of these presents shall at the option of the Mortgagee become due and recoverable notwithstanding that the said 25th day of July 1957 shall not have then arrived and in case the said principal sum of Rs. 7,000 20 or any part thereof or any other money hereby intended to be secured shall remain unpaid after the said 25th day of July 1957 then the Mortgagor shall pay by like regular payments with like rests as are hereinbefore mentioned interest at the rate aforesaid for the moneys which for the time being shall remain due on the security of these presents until the same shall be fully paid PROVIDED ALWAYS and it is hereby agreed that if the Mortgagor shall regularly and punctually pay interest for any quarter on the day on which interest for such quarter is made payable and the said principal sum shall not have been called in or the receiver shall not have taken possession of the mortgaged premises as hereinafter provided the Mortgagee shall accept interest at the reduced rate of 6 per cent per annum for such quarter in lieu of interest at the rate of 7 per cent per annum provided further and it is hereby agreed that after the expiration of two quarters as herein mentioned from the date of these presents the Mortgagor shall be at liberty to pay on any date when a quarterly instalment falls due in addition to the interest - then due any sum being a multiple of Rs. 100/- and not being less than Rs. 500/- at a time towards and in part payment of the said principal sum of Rs. 7000 20 and thereupon interest on the amount so paid shall cease and thereafter all references to the principal sum shall mean and apply to the principal sum reduced by such part payment as aforesaid AND the Mortgagor his heirs executors and administrators representatives and assigns further covenant with the Mortgagee that the Mortgagor is absolutely seised and possessed of and well and sufficiently entitled to the mortgaged premises and has good right full power and lawful authority to grant transfer and assure the said premises unto the Mortgagee as aforesaid according to the true intent and meaning of these presents AND FURTHER that the Mortgagor and all other persons having or lawfully or equitably claiming any estate or



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interest whatsoever in the said mortgaged premises or any or every part thereof shall and will from time to time and at all times hereafter upon the request of the Mortgagee but at the cost of the mortgagor and afterwards of the person or persons requiring the same do and execute or cause to be done or executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said messuage land hereditaments and premises and every part thereof unto the Mortgagee in manner aforesaid as shall or may be reasonably required AND ALSO that the Mortgagor shall regularly and as often as any of them shall be due pay and discharge all rates taxes assessments and impositions and all charges of a public nature or otherwise having priority over the moneys due and payable under these presents and produce the receipt or discharges therefor for the inspection of the Mortgagee as and when demanded by it AND ALSO that if at any time any proceedings shall be taken for the compulsory acquisition of the mortgaged premises or any part thereof the Mortgagor shall forthwith give notice of such proceedings to the Mortgagee and shall from time to time keep the Mortgagee informed of the progress of the same and shall consent out of the compensation money to the payment in the first place of the said costs charges and expenses and thereafter of all interests and compound interest due to the Mortgagee and then of the principal money hereby secured in so far as the same shall extend notwithstanding that the said 25th day of July 1957 shall not have then arrived AND ALSO that these presents shall at all times be so construed as to create an English Mortgage within the meaning of the Transfer of Property Act and the Mortgagee shall have and execute all the powers exercisable by and be entitled to all rights remedies and relief open to a Mortgagee under a Mortgagee of the said description AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED.

U. G. Breen ✓
U. G. Breen ✓

(1) That whenever the monies secured hereby or any part thereof becomes due it shall be lawful for the Mortgagee by writing under the hand of one of its Directors or Chief Officers to appoint such person or persons as it thinks fit to be Receiver of the rents issues and profits of the mortgaged premises or any part thereof with usual powers and remuneration and in case of institution of any suit for the recovery of the mortgaged monies, the Mortgagee will be at liberty to apply for appointment of a nominee of the Mortgagee as the Receiver to which the Mortgagor undertakes to consent and shall be deemed to consent, and in either case, the Receiver shall not have to furnish any security unless the mortgagee shall require the same. And the mortgagor hereby covenants that he will make over to the Receiver possession of the mortgaged premises when the Receiver will become entitled to take possession thereof by virtue of these presents and if the mortgagor shall then be in possession of the mortgaged premises or any part thereof, the mortgagor shall pay such occupation rent as the Receiver at his discretion shall fix.

(2) That notices letters etc. to the Mortgagor will be deemed to have been sufficiently served if sent by the Mortgagee or its legal advisers to the Mortgagor at his residence hereinbefore mentioned by post under certificate of posting and/or if one copy of such notice is affixed on any part of the mortgaged premises.



05/7/52
Sadar

U. G. Breen

(3) That the mortgagor will not during the continuance of the security erect or cause to be erected any Temple Musjid or any other place of religious worship of any nature or kind within the mortgaged premises or the precincts thereof and he declares that there is at present no such Temple Musjid or any place of religious worship in the premises.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the piece or parcel of revenue free land being Plot No. 700 E Block No. 'P' of the Society's New Alipore Development Scheme No. XV measuring 4.01 cottas be the same a little more or less situate lying at and being a portion of Port Commissioners' surplus land lying between Diamond Harbour Road and Tolly's Nullah in Mouza Shahpur and Chetla Thana Alipore Registration District Alipore District

municipal premises no 23A/700 E Diamond Harbour Road formerly

24-Parganas within the Municipal limits of the Corporation of Calcutta *as delineated in the plan annexed to the conveyance of even date executed in favour of the Mortgagor prior to these presents*

IN WITNESS WHEREOF the Mortgagor has hereunto set and subscribed his hand

and seal the day month and year first above written.

SIGNED SEALED AND DELIVERED at Calcutta

Dr. U. P. BASU, D.Sc

in the presence of :

*Kama Kalyan Ch. Saha
H. C. J. V. S. S. S.
Calcutta 13.*

*Bankim Chandra Das
Hindustan Life Office
Calcutta - 13*

*Sushil Kumar Goswami
Hindustan Life Office,
Calcutta.*

** and bounded on the north by —
on the south by —
east by —
west by —*

Typed by *R. Sarkar* :

Compared by *[Signature]* :



Sub-Registrar
of Alipore: *Sadar*

15.1.52

15/1/52

DATED THIS 21st DAY OF July 1952.

W. P. Basu

BETWEEN

DR. U. P. BASU

AND

THE HINDUSTHAN CO-OPERATIVE INSURANCE

SOCIETY LIMITED.

BOOK No. 1
Volume No. 76
Pages 113 to 121
Being No. 4828
of the Year 1952



Sub-Registrar of Alipure: Sadar



MORTGAGE.

Sub-Registrar of Alipure: Sadar
26.7.52.

Prof. W. P. Basu

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