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Section 26
 Governmental Tenancy Act (no Stamp)
 is exempted from or does not require Stamp
 duty under the India Stamp Act 1899 &
 also as amended by W. B. Stamp
 Amendment Act XVII of 1964.
 Schedule IA No. 54

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Sub-Registrar of Alipore at Alipore.
 Dist, 24-Parganas.

THIS INDENTURE OF RECONVEYANCE made this second

day of September One thousand Nine hundred and Seventy six between
 the Governor of the State of West Bengal (hereinafter called the
 "Governor" which term shall unless excluded by or repugnant to the
 context be deemed to include his successors in office) of the First
 Part Sm. Chameli Basu, wife of Sri Akshayananda Basu (2) Sri
 Akshayananda Basu, son of Late Ramesh Charan Basu, both residing at
 Kandahari, P.O.Garia, Dist. 24-Parganas (hereinafter called the
 "Borrower" which term shall unless excluded by or repugnant to the
 context be deemed to include his heirs executors administrators, repre-
 sentatives and assigns) of the Second Part) Sri Akhil Charan Basu, son
 of Late Ramesh Charan Basu, residing at 54/4D, Hazra Road, Calcutta-19
 hereinafter called the "Surety" which terms shall unless excluded by or
 repugnant to the context be deemed to include his heirs executors
 administrators representatives and assigns of the other part.

WHEREAS by an Indenture of bond bearing date the 8th July, 1960
 and made between the Borrower and the Surety of the one part and the
 Governor of the other part registered in Book No.I, Volume No.88, pages
 240 to 249 Being No.5693 for the year 1960 at the Sub-Registrar, Alipore
 and in consideration of the respective sums agreed to be lent and
 advanced to the Borrower by the Governor as mentioned in the said
 Indenture of bond for the objects and purposes and on the terms,

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 5.00

29024 M. K. Kishore

1/16/76

10/2

18/8/76



Presented for Registration at
10/1/76 M. or P. M. on the 9/11/76
day of 19/7/76 at the Office of
the Joint Sub-Registrar Alipore at
Alipore by Shri. S. K. Chakrabarty
Executant or Claimant or attorney

Judharkanti Chaudhuri
Kanki Chaudhuri
as per his letter no. 1643 J.B.
8.9.76

Sub-Registrar of Alipore at Alipore,
Dist, 24-Parganas.

who is exempt from personal
appearance in this office under Sec .88 of
Act. XVI of 1908 is proved by his
Seal and Signature

Sub-Registrar of Alipore at Alipore,
Dist, 24-Parganas.



(2)

conditions and covenants therein mentioned the messuages lands hereditaments and premises therein mentioned and also mentioned and described in the schedule hereunder written or howsoever otherwise were granted and assured by the Borrower unto and to the use of the Governor subject to the proviso therein contained for redemption of the said premises upon payment by the Borrower and/or the Surety unto the Governor of the said sum with interest for the same payable yearly at the rate of $6\frac{1}{2}\%$ per annum.

AND WHEREAS the Governor has from time to time advanced to the Borrower the sum of Rs.16,000/- (Rupees sixteen thousand) only in accordance with the provisions of the hereinbefore in part recited Indenture of bond dated the 8th July 1960 and there is now due and owing to the Governor upon or by virtue of the said recited Indenture of bond the sum of Rs.16,000/- (Rupees sixteen thousand) only as principal and Rs.8076.11 (Rupees eight thousand seventy six and paise eleven) only for interest for the same calculated upto the 21st. Nov. 1975.

AND WHEREAS the Borrower is desirous of paying off the said sum of Rs.24,076.11 (Rupees twenty four thousand seventy six and paise eleven) only so owing upon the security of the said recited Indenture of Bond aforesaid and of having the said messuage land hereditaments and premises comprised in and assured by the said recited Indenture of bond reconveyed unto and to the use of the Borrower in manner hereinafter mentioned NOW THIS INDENTURE WITNESSETH that in consideration of the said sum of Rs.24,076.11 (Rupees twenty four thousand seventy six and paise eleven) only at or immediately before the execution of these

29022 M. K. Kundu

Advocate
Address: 168/2, ...

R.
S. C. Court, Calcutta
Date: 18/8/76
City Civil & S. Court Building, Calcutta

18/8/76

(2)



Sub-Registrar of Alipore at Alipore,
Dist. 24-Parganas.

12/8/76

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(3)

to the Governor paid by the Borrower in full satisfaction of all principal moneys and interest secured by the hereinbefore recited Indenture of bond (the receipt whereof the Governor doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit release and for ever discharge the Borrower and the Surety the Governor doth be these presents release reconvey and reassure unto the Borrower All and Singular the message land hereditaments and premises comprised in and granted or otherwise assured by the said recited Indenture of bond or expressed so to be and mentioned and described in the schedule hereunder written and all the estates right title and interest whatsoever of the Governor by virtue of the said recited Indenture of bond or otherwise howsoever together with the said Indenture of bond of the 8th July 1960 and all other deeds writings and miniments of title whatsoever to have and to hold the said message land hereditaments and premises hereby granted or expressed so to be unto and to the use of the Borrower freed and absolutely discharged from all principal moneys and interest secured or intended so to be by the hereinbefore recited Indenture of bond and all claims and demands on account thereof respectively or in anywise relating thereto and the Governor hath not at any time hereto before doen or executed or knowingly suffered or been part or privy to any act deed of thing whereby or by means whereof the said principal and interest and the said message land hereditaments and premises hereby respectively reconveyed granted or expressed so to be or any part thereof respectively are is can or may be affected or incumbered in title estate or otherwise howsoever or by reason whereof the Governor may or can be prevented from granting or

29024 H. K. Kurle
Advocate
Address: P. K. S. ...
R. ...
S. C. Court, Calcutta
Dated: ...
City Civil & S. Court Building, Calcutta

18/8/76



Sub-Registrar of Alipore at Alipore,
Dist, 24-Parganas.

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ing or reconveying the said message land hereditaments and premises in manner aforesaid.

AND THIS INDENTURE FURTHER WITNESSETH that in consideration of the Borrower having repaid all sums for principal and interest payable by the Borrower to the Governor recovered by the hereinbefore in part recited Indenture of Mortgage Governor doth hereby release and discharge the Surety of all liabilities under the said hereinbefore in part recited Indenture of mortgage dated the 8th July 1960 executed by the Borrower and the Surety in favour of the Governor.

THE SCHEDULE ABOVE REFERRED TO :

All that piece or parcel of land measuring more or less 5 cottahs 10 chittaks and 3 sq. ft. lying and situated at Mouza Kandahari, Touzi No.14, Dag No.825, Khatian No.5, J.L.No.49, R.S. No.200, within Tollygunge Police Station, Sub-Registration Office Alipore, in the dist.of 24-Parganas.

The land is butted and bounded as follows :

- On the East : Land of Sm. Dipti Banerjee
- On the West : Plot No.826
- On the North : Land of Sm. Kalpana Roy
- On the South : Plot Nos. 768 and 769

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

Signed and Delivered for and on behalf of the Governor of the State of West Bengal by the Deputy Secretary, Housing Department, Govt. of West Bengal in the presence of :

Kumbury
S. K. CHAKRABORTY
 Deputy Secretary,
 Department of Housing
 Govt. of West Bengal.

[Signature]
 Administrative Officer (Housing)
 Department of Housing.

- ①
- ② *Jusharkanti Chaudhuri,*
Housing Deptt. Cal-1.



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Sub-Registrar of Alipore at Alipore,
Dist, 24-Parganas.



Sub-Registrar of Alipore at Alipore,
Dist, 24-Parganas.

10/9/26

Book No. 74
 Volume no. 122 to 129
 Pages 2210
 Being No. 25
 For the year 1926

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 250
 18/10/26



presented for registration at 8 1/2
12/16/45 A.M. or P.M. on the day
of July 15/45 at the office of
the Sub-Registrar Alipore Sadar
by Akshayananda Bose
in the presence of the witness
and
a Power of attorney No
19.....authenticated by the
Registrar of

Akshayananda Bose
Sadar in and also
by 11 Akshayananda Bose
210 Ramesh Charan Bose
12 Smt Chameli Bose
Wife of Akshayananda Bose
of 5 Lane Lock Place
Calcutta 19 (2) Akhil
Charan Bose 210 Ramesh
Charan Bose of 54/4D Hazra
Road Thana Ballygunge
West District by name
held in by profession
12 House wife (1+3) Smt. Ushada

[Signature]
Sub-Registrar, Alipore,
Sadar
9/7/45

Akshayananda Bose.

Chameli Bose.

Akhil Charan Bose.

Witnessed
by *[Signature]*
Son / wife of *[Signature]*
of *[Signature]* Thana
District *[Signature]*
by caste..... by profession

Bhupal Chandra Sen
Sadar

Impression is
dispensed with
[Signature]
Sub-Registrar, Alipore,
Sadar.
9/7/45

appearing in instalments as hereinafter provided.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED that the said amount of Rs. 16,000/- (Rupees sixteen thousand) only so agreed to be advanced by the Government to the Borrower shall be advanced in instalments following, that is to say-

(a) 50 per cent of the loan sanctioned towards the costs of construction of the building viz., Rs. 8,000/- (Rupees eight thousand) only on the construction of the said building being done up to the plinth level.

(b) The balance 50 per cent. of the loan, viz., Rs. 8,000/- (Rupees eight thousand) only on the construction of the said building reaching the roof level after the amount advanced as provided in sub-clause (a) has been fully and properly spent for the purpose aforesaid.

AND THIS INDENTURE FURTHER WITNESSETH that in consideration of the said sum of Rs. 16,000/- (Rupees sixteen thousand) only agreed to be paid in instalments as aforesaid the Borrower and the Sureties do hereby agree and covenant with the Governor as follows:-

1. That the whole amount of the said sum of Rs. 16,000/- (Rupees sixteen thousand) only shall be advanced from time to time be wholly and solely applied by the Borrower for the construction of the building for the residence of the Borrower and his family on the said plot of land herditaments and premises of the Borrower mentioned and described in Schedule hereunder written and shall not be used or shall not be allowed to be used or utilised by the Borrower for any other purpose whatsoever and the Borrower shall on being called upon by any Officer of the Government authorised in that behalf produce statements of account and supporting vouchers before such Officer for his satisfaction that the advances have been duly utilised and spent for the said purposes.

2. (a) That the Borrower shall build the house after having the site plan, building plan, specification, design, estimate and lay out approved by the Government or any of its officer or officers authorised in that behalf and that the Borrower shall commence the construction of the said building within a month from the date of these presents.

(b) That on the construction of the said building reaching the plinth level the Borrower shall apply for the advance of 50 per cent. of the said sum of Rs. 8,000/- (Rupees eight thousand) only sanctioned for advance towards the construction of the said building and upon receipt of same shall duly and properly use and utilise the said sum so advanced in such construction within two months from the date of receipt of same and shall satisfy the said Administrative Officer, Housing, Development Department, Calcutta, or the District Officer of the district concerned as the case may be of same and shall forthwith thereafter apply for and obtain the balance 50 per cent. of the loan and that the construction of the building shall be completed by the Borrower within seven months from the commencement of the construction of such building and that the plans shall be so prepared that the building to be constructed shall each have not less than 700 square feet and not normally more than 2000 square feet of floor area and such building shall have at least 3 living rooms and that the Borrower shall from time to time allow and afford every facility and liberty to any Officer of Officers of the Government deputed for the purpose for inspecting and verifying the work of the construction of the said building and the materials used for such purpose.

(c) That the Borrower shall keep and maintain proper accounts and supporting vouchers of the expenses for the construction of the house and shall from time to time on being called upon to do so produce the same for the inspection of the said Administrative Officer or the officer of the district concerned as the case may be, to satisfy that the sum so advanced has been duly and properly spent for the purpose for which the same have been advanced.



Sub-Registrar, Alipore,
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3. That the Borrower shall pay to the Government interest at the rate of 6½ per cent per annum on the amount for the time being remaining due and owing by the Borrower to the Government along with each instalment of the principal sum payable by the Borrower in repayment of the loan as is herein-after provided PROVIDED HOWEVER that if the Borrower and/or the Confirming Party and or the Surety shall pay the instalments with interest payable on the amount of the loan for time being due and payable by the Borrower to the Government duly within the period limited for the payment thereof as is hereinafter provided then the Government shall accept interest at the rate of 5½ per cent per annum in lieu of interest at the rate of 6½ per cent per annum.

4. That the loan so advanced and agreed to be advanced as aforesaid shall be repayable by the Borrower in 20 equal instalments the first of such instalments being payable within one year from the date of the advance of the total amount of loan and the subsequent instalment in the succeeding 19 years respectively.

5. That should the Borrower make default in paying any instalment in repayment of the said sum of Rs.16,000/- (Rupees Sixteen thousand) only or the interest - payable as aforesaid or fail to observe perform or fulfil any of the terms, conditions and covenants herein contained on his part then in any of such events the amount for the time being due and owing on the security of these presents, inclusive of interest, shall, notwithstanding anything to the contrary herein contained at once become due and payable and thereupon the Governor or the Government shall be at liberty to exercise and enforce all her or its rights or ~~or~~ remedies for the recovery of the money due and owing on the security of these presents including the appointment of a Receiver of the mortgaged premises to which appointment the Borrower undertakes to consent.

AND THIS INDENTURE FURTHER WITNESSETH that in consideration of the sum of Rs.16,000/- (Rupees Sixteen thousand) only agreed to be advanced in manner aforesaid the Borrower with the approval consent and concurrence of the Consenting Party ^{doth hereby grant} ~~as such bonafide~~ ^{convey mortgage charge and assign and the Confirming Party doth hereby confirm the grant} of the - Borrower as aforesaid doth hereby confirm the grant convey mortgage charge and assignement of ALL THAT Piece or parcel of land hereditaments and premises mentioned and described in the schedule hereunder written and the house to be built and - constructed on the land OR HOWSOEVER OTHERWISE ~~the~~ the said land hereditaments and premises are known or reputed to be together with the building to be erected thereon fixtures lights yards courts areas sewers drains ways paths passages common fences walls water water-courses rights lights liberties privileges easements and appurtenances to the said land hereditaments and premises and the dwelling house so to be erected thereon - belonging to or in anywise appertaining or usually held or occupied therewith or reputed to belong or to be appurtenant thereto AND ALL THE ESTATE right title and interest of the Borrower or of any other person or persons claiming any interest on his behalf or on behalf of the Confirming Party in the said land hereditaments and premises and every part thereof and the said house TO HAVE AND TO HOLD the said land tenement or - dwelling house hereditaments and premises and all and singular other the premises hereinbefore granted or otherwise assured or expressed or intended so to be UNTO AND TO THE use of the Governor for ever subject to the provision for redemption hereinafter contained that



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Sub-Registrar, Alipore,
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is to say,

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLAR^Ed that if the Borrower and/or the Confirming Party and/or the Surety shall pay or cause to be paid the sum of Rs.16,000/- (Rupees Sixteen thousand) only so advanced and agreed to be advanced in instalments as are hereinbefore mentioned by instalments as aforesaid within the due dates provided herein for the respective payments as aforesaid with interest for the same at or after the rate of 6½ per cent by the year in the meantime payable without any deduction or abatement whatsoever and shall and will pay all rates taxes and impositions in respect of the said land tenement or dwelling house hereditaments and premises and shall pay all costs and charges including costs as between attorney and client which the Governor or the Government may have to pay or incur or be put to in or about the recovery of the moneys secured by these presents or otherwise howsoever than and in that case the Governor at any time thereafter upon the request and the costs of the Borrower reconvey the said land tenement or dwelling house hereditaments and premises hereby granted up to the Borrower or as he shall in that behalf order or direct free from all encumbrances whatsoever in the meantime made or committed by the Governor.

AND the Borrower the Confirming Party and the Surety do hereby covenant with the Governor that the Borrower and/or the Surety shall duly and punctually repay the said sum of Rs.16,000/- (Rupees Sixteen thousand) only with the - interest payable thereon in the manner hereinbefore provided AND that the Borrower, the Confirming Party and/or the Surety will so long as the said sum of Rs.16,000/- (Rupees Sixteen thousand) only or any part thereof shall remain unpaid pay to the Governor or the Government interest for the said sum of 16,000/- (Rupees Sixteen thousand) only or so much thereof as for the time being shall remain unpaid interest at the rate aforesaid AND that the Borrower, the Confirming Party and/or the Surety shall pay all costs and charges which the Governor or the Government shall incur or be put to be liable to pay in and about the recovery of the moneys secured by these presents AND he the Borrower and the Confirming Party further covenant with the Government that the Borrower is seised and possessed of and absolutely entitled to the said land hereditaments and premises so held in the benami name of the Confirming Party free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates and encumbrances whatsoever AND THAT he the Borrower now hath in himself good right and full power to grant the said land hereditaments and premises hereby granted unto and to the use of the Governor in manner aforesaid.

AND FURTHER that he the Borrower and the Confirming Party and all other person or persons having or lawfully and equitably claiming any estate or interest in the said land hereditaments and premises or any part thereof shall and will from time to time and at all times hereafter at his own costs during the continuance of this security and thereafter at the costs of the person or persons requiring the same do and execute or cause to be done or executed all such acts deeds and things for - further and more perfectly assuring the said land hereditaments and premises and the dwelling house so to be created thereon unto and to the use of the Governor as shall or may be reasonably required.



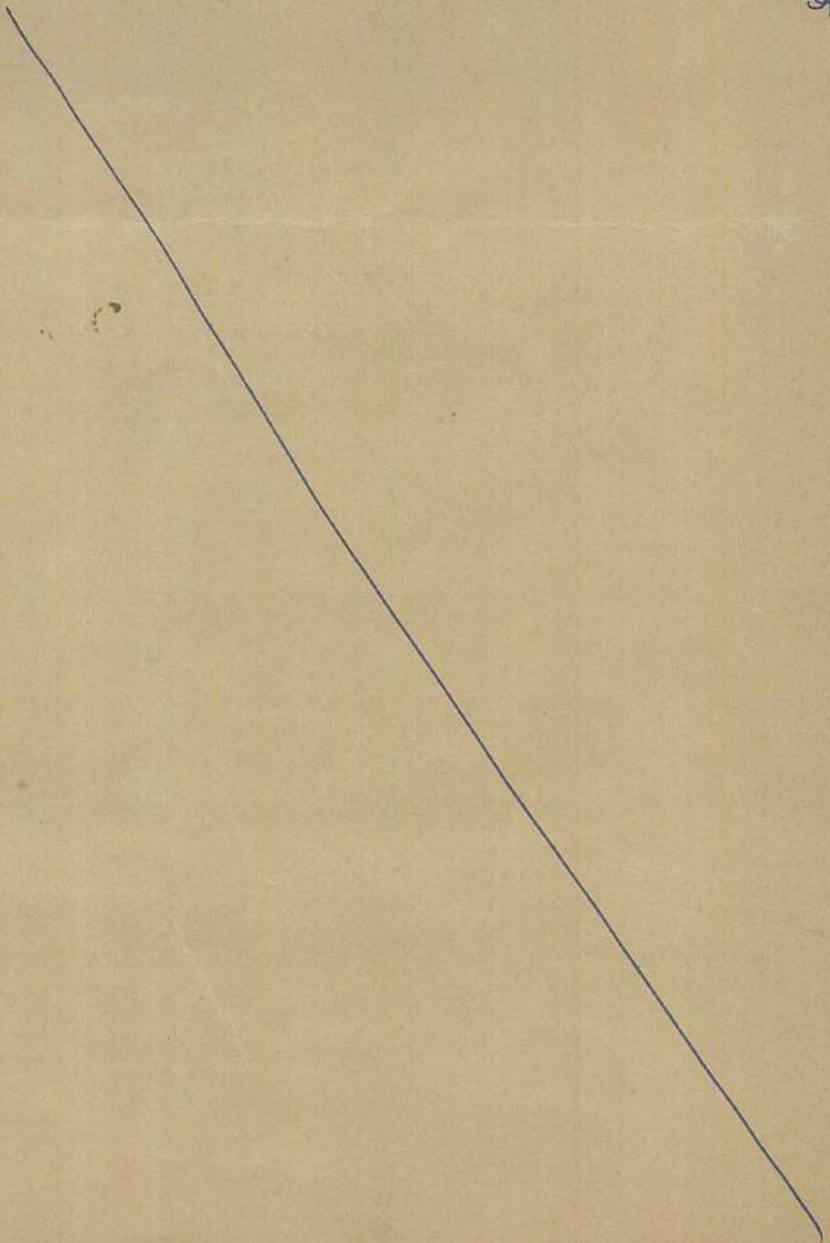
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Sub-Registrar, Alipore,
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AND THIS INDENTURE FURTHER WITNESSETH that any time allowed to the Borrower to carry out observe fulfil and perform any of the terms and conditions herein on the part of the - Borrower contained or any accomodation afforded to the Borrower with or without notice to the Surety shall not effect or impair the liability of the Surety and the liabilities of the Surety will fully and effectually continue and subsist unless and until the whole of the moneys secured by these presents is repaid in full to the Governor or the Government.

AND THIS INDENTURE FURTHER WITNESSETH that all moneys which may for the time being remain due and payable under these presents shall be recoverable by the Governor and/or the - Government as a public demand under the Bengal Public Demands Recovery Act.

The Schedule Above Referred to :



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Sub-Registrar, Adipore,
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THE SCHEDULE ABOVE REFERRED TO :

Schedule "A" referred to above

All that piece or parcel of land measuring 10 cottahs 15 chatacks and 33 square feet a bit more or less out of .34 decimals of Bagan land in Settled Rayati Right recorded in Khatian No. 43 under Khatian No. 5 and in Dag No. 825 of Mouza Kandahari J.L.No. 49 R.S.No. 200 within Tollygunge Police Station and Sub Registry of Alipore District 24 Parganas in Pargana appertaining to Touzi No. 14 of the Collectorate of 24 Parganas together with all easements passages and trees thereunto in the north of which is the land or dag No. 823 for which an annual rental of Rs.2/15/- is payable to the Government of West Bengal.

Schedule "B" referred to above

All that piece or parcel of land measuring 5 cottahs 10 chatacks and 3 square feet be it a bit more or less out of the 10 cottahs 15 chatacks and 33 square feet of land of Dag No. 825 described fully in the abovementioned schedule "A" delineated in the ^{annexed map} annexed map or plan in red ^{in the bed of a conveyance of the mouza} for which a -- proportionate annual rental of Rs.1/56 np. only is payable to the State of West Bengal butted and bounded as follows :-

On the East.. Srimati Dipti Banerjee

On the West .. Plot No. 826

On the North .. Srimati Kalpana Roy

On the South .. Plct No. 768 and 769

AB

AB



Sub Registrar, Alipore
Sadar.

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IN WITNESS WHEREOF the Borrower, the Confirming Party and Surety have hereunto set and subscribed their respective hands hereto the day month and year first above written.

SIGNED AND DELIVERED
by the Borrower in the
presence of :

Akshayananda Bose.

Sanidra nayana Rg U R
sev sept, Cal - 1

Krupendra Nath Bhowmik
Sr. Sept, Cal - 1

SIGNED AND DELIVERED
by the Confirming Party
in the presence of :

Chameli Bose.

Sanidra nayana Rg U R
sev sept, Cal - 1

Krupendra Nath Bhowmik
Sr - Sept. Cal - 1

SIGNED AND DELIVERED
by the Surety in the
presence of :

Akhisharan Basu

Sanidra nayana Rg U R
sev sept, Cal - 1

Krupendra Nath Bhowmik
Sr - Sept Cal - 1



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Sub-Registrar, Alipore,
Sadar.

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Sub-Registrar,
Sadar.

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Book No. 88
Volume No. 24010
Page No. 244
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