

CALCUTIA COLLECTORATE.

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Received on 18.6.68 The Sun of Rs. 2120/ - being the outstanding balance of the morningage money with all interests due.

> Estates Manager + Law Officer For Chairman

Sub Registrar of Sealdal

THIS INDENTURE made the - 19th - day of Augus

One Thousand Nine Hundred and fifty eight BETWEEN Sailendra Nath Bose son of Sachindra Nath Bose deceased by caste Kayastha by occupation --Engineer residing at 78, Ballygunge Place in the suburbs of Calcutta -hereinafter called "The Owner" 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 TRUSTEES FOR THE IMPROVEMENT OF CALCUTTA a body corporate constituted by the Calcutta Improvement Act 1911 hereinafter called "The Board" of the other part WHEREAS by an indenture of even date with but executed prior to these presents and made between the Board of the one part -and the Owner of the other part ALL AND SINGULAR the hereditaments and premises described in the Schedule hereto were transferred and conveyed to the Owner by the Board and by the Indenture now in recital it was provided that the payment of a moiety of the purchase money namely the sum of R.10,529/- (Rupees ten thousand five hundred and twenty nine) owing by the Owner to the Board should be secured by an Indenture of even date being these presents to be executed by the Owner immediately after the execution of the conveyance before mentioned NOW THIS INDEN-TURE WITNESSETH and declares as follows:-

1. In consideration of the premises the Owner hereby covenants with the Board that he the Owner will pay to the Board the sum of x.10,529/- (Rupees ten thousand five hundred and twenty nine) within twelve years to be computed from the 1st day of July 1958 -together with interest thereon at the rate of seven percent per annum

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which in case of punctual payment will be reduced to six per cent per annum calculated from the said 1st day of July 1958/payable yearly on the 1st day of July each year during the said period the first of such payments to be made on the 1st day of July 1959.

- 2. The Owner may at his option during any year of the said period of 12 years release the premises hereby charged or made subject thereto by payment to the Board of the said sum of ks.10,529/- (Rupees ten thousand five hundred and twenty nine) together with the proporten the part of annual interest of ks.737-03 nP (or ks.631-74 nP in case tionate part of annual interest of ks.737-03 nP (or ks.631-74 nP in case of punctual payment) due for that year and any arrears thereof.
 - 3. The Owner hereby charges as a first charge in favour of the Board ALL AND SINGULAR the hereditaments and premises described in the Schedule hereto and shown on the map or plan hereto annexed and -- thereon coloured pink together with all buildings and other erections thereon or hereafter thereon and together with the appurtenances thereto now or hereafter thereon and together with the appurtenances thereto belonging with the payment to the Board of the principal interest and other moneys for the time being due on the security of these presents.
 - 4. If the Owner shall duly and punctually pay to the Board the said sum of & 10.529/- (Rupees ten thousand five hundred and twentynine) on the twelfth year computed from the 1st day of July 1958 or shall redeem the balance of purchase money as provided in Clause 2 shall redeem the balance of purchase money due or to become due hereof and shall also pay all other sums of money due or to become due or payable hereunder and observe and perform the covenants on his part or payable herein contained the Board will at the request and cost and conditions herein contained the Board will at the request and cost of the Owner execute a release or such other document as may be necessary of the premises hereby charged.
 - 5. The Owner hereby further covenants with the Board that if any yearly payment of interest shall remain unpaid for 15 days after the date when the same ought to be paid he will on demand in writing by the Board for payment thereof and for payment of the outstanding the Board for payment thereof and such said amounts together with purchase money pay to the Board both such said amounts together with further interest on the principal sum at the rate of seven per cent per annum as may be due.
 - 6. The Owner hereby also covenants with the Board that not-withstanding any act deed matter or thing by him done or executed or knowingly suffered to the contrary he now has good right to charge the aforesaid premises in manner aforesaid and that the premises charged aforesaid premises in manner aforesaid and that the premises charged herewith are free from all encumbrances except the lien of the Board

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as Vendors and further that the Owner and all persons rightfully claiming from under or in trust for him shall and will from time to time and at all times hereafter at the request of the Board but at the cost of the Owner do and execute or cause to be done and executed all such acts deeds and things for perfecting the security hereby created in favour of the Board as shall be reasonably required.

- 7. It shall be lawful for the Board at any time or times when the payment as provided in Clause 5 hereof shall be in arrear for the space of three calender months or if the balance of purchase money be not paid on the twelfth year as specified herein without any further -- consent on the part of the Owner to sell the premises or any part or -- parts thereof either together or in lots and either by public auction or parts to contract and either with or without special conditions or stipulations relative to the title or otherwise and to give effectual receipts for the purchase money and do all other acts and things for completing the sale which the Board shall deem proper.
 - 8. The Board shall with and out of the money to arise from -any such sale as aforesaid in the first place pay and retain all the -costs and expenses attending such sale and in the next place pay and -satisfy the balance of purchase money and the arrears of interest and -all other moneys due hereunder and shall pay the surplus (if any) to the Owner or other person legally entitled thereto but no purchaser upon any sale under the power hereinbefore contained shall be bound or concerned to see or enquire whether any such default has been made or otherwise -as to the necessity for or propriety of such sale or be affected by -notice that no such default has been made or that the sale is otherwise unnecessary or improper and the Owner hereby covenants with the Board -that he the Owner shall and will from time to time and at all times -during the continuance of the security hereby created upon the request of the Board but at the cost of him the Owner produce or cause to be -produced unto the Board or to the Attorneys or Agents for the Board or as the Board or such Attorneys or Agents shall direct or at any trial hearing commission or examination or otherwise as occasion shall require the Indenture of Conveyance of even date with but executed prior to -these presents and made between the Board of the one part and the Owner of the other part and will also at the like request and cost furnish or deliver or cause to be delivered unto the Board such attested or other copies or extracts of or from the said Indenture of Conveyance as the Board may require and shall and will in the meantime keep the same --Indenture safe unobliterated and uncancelled damage by fire or other --

For Omkar Enterprise

accident excepted.

THE SCHEDULE ABOVE REFERRED TO.

All that the piece or parcel of revenue free land containing an area of 5√kottahs 8 chittacks 30 square feet be the same a little more or less situate and being Plot No. 186 of the surplus lands in --Calcutta Improvement Scheme No. IV-M, formed out of old premises No. 136, Raja Rajendra Lal Mitra Road and comprised in Holding No. 71 in --Sub-division 9, Division 3 Dihi Panchannogram Thana Beliaghata Sub-Registration Office Sealdah in the District of 24-Parganas butted and bounded as follows that is to say on the North by Bahir Surah Road --(widened) on the East by strip of C.I.T.land to be sold to Owner of --Exempted premises No. 108, Bahir Surah Road and Plot No. 199 in C.I.T. Scheme No. IV-M on the South by Plot No. 198 in C.I.T. Scheme No. IV-M and on the West by Plot No. 187 in C.I.T. Scheme No. IV-M or howsoever otherwise the same hereditaments and premises are situated bounded -called known described or distinguished together with all buildings -and other structures for the time being thereon and which said piece or parcel of land is more particularly delineated in the map or plan hereto annexed and thereon coloured pink.

IN TINESS whereof the Owner and the Chairman of the Board -- have hereunto set their respective hands the day and year first above written.

Given under the Common Seal of the Trustees for the Improvement of Calcutta and duly signed in the presence of

Chairman of the Board.

Witness Salya Charan Dalla P. A. Lo Chairman The Common Seal of the Board

was hereunto affixed in my presence.

A Trustee of the Calcutta Improvement Trust.

Secretary to the Calcutta Improvement Trust.

For Omkar Enterprise

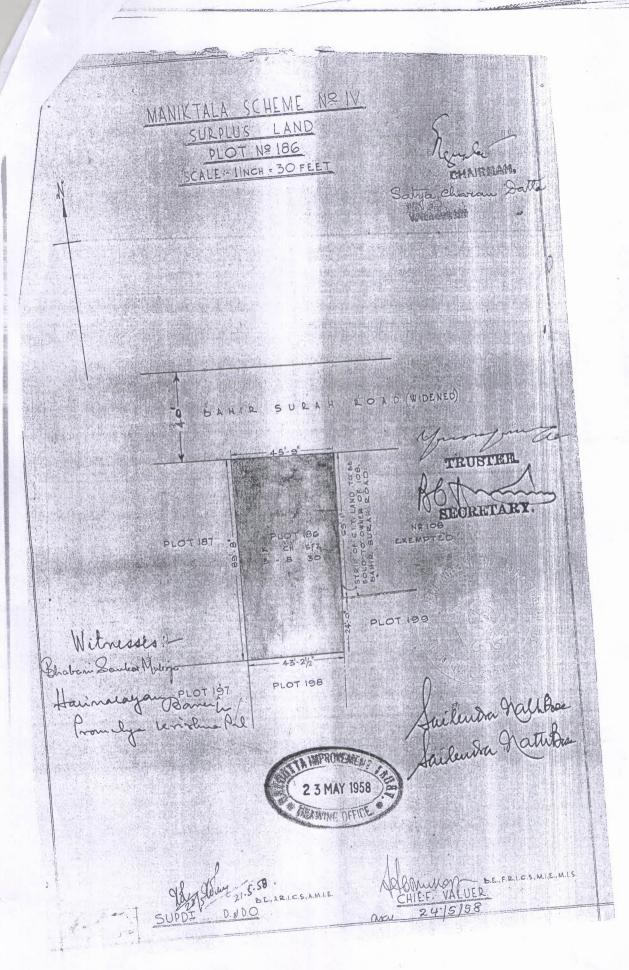
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Signed, Sealed and Delivered by the abovenamed Owner in the presence of Sailenden North Bree Sailendsa Natubre

Witnesses :-

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Calcutta. 14
Harinarayan Bannip
C. J. J. office
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C. I. T. office

For Omkar Enterprise
Proprietor



For Omkar Enterprise
Proprietor

Mis. IV-M - 179

Dated . # 19# August 1958.

Sailendra Nath Bose

To

The Trustees for the Improvement of Calcutta

Sub-Recistrar & Dealdas

SECURITY

Over Plot No. 186

Scheme No. IV-M

For Omkar Enterprise

5-1051