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STAMP AFFIXED BY. 6146

STAMP SUPERINTENDENT.  
CALCUTTA COLLECTORATE.

*It Certificate produced under Section 3  
of Payment of Taxes (Amendment) Act 1949  
for 1949 granted by the Income Tax Officer  
Circular dated 11/12/49 at 7th Dec 51.*  
*28/12/51*

Authorised under Rule  
21, 1917  
No. 6(a)(ii)

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THIS INDENTURE made this *Twentieth* day of *Dec*. One thousand  
nine hundred and sixtyone BETWEEN RAZAUR RAHAMAN KHAN son of Moulvi  
Abdur Rahaman Khan at present residing at 13/1, Ballygunge Park in  
the suburbs of the town of Calcutta (hereinafter called "the --  
Guarantor" which expression shall unless excluded by or repugnant  
to the context include his heirs executors administrators represen-  
tatives and assigns) and JAMILUR RAHAMAN KHAN son of the said Razaur  
Rahaman Khan at present residing at 13/1, Ballygunge Park in the  
suburbs of the town of Calcutta (hereinafter called "the Borrower"  
which expression shall unless excluded by or repugnant to the context  
include his heirs executors administrators representatives and --  
assigns) of the one part and TURNER MORRISON AND COMPANY PRIVATE  
LIMITED, a Company incorporated under the Indian Companies Acts and  
having its registered office at 6, Lyons Range in the town of  
Calcutta (hereinafter called "the Lender") of the other part

W H E R E A S :

- (1) By a Memorandum bearing date the eleventh day of July  
One thousand nine hundred and sixty and made between the  
said Guarantor and the Borrower of the one part and the  
Lender



11/30 A.  
 20th Dec 1961  
 Razpur Rahman Khan  
 and family

Shahid  
 20/12/61 Razpur Rahman Khan

Enrollment is admitted  
 Razpur Rahman Khan  
 Sandhya Khandari Hledat Rahman  
 Khan and by 2, Jamilur  
 Rahman Khan Sandhya Razpur  
 Rahman Khan both 13/11  
 Ballygunge Park Calcutta Razpur Kabir Khan  
 by cable message by Professor  
 K. D. Das.

Jamilur Rahman Khan

Idenupie & C. C. David  
 C. C. David of  
 Windsor House Calcutta

Shahid  
 20/12/61

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Lender of the other part and registered at the Calcutta Registration Office in Book No. I Volume No. 143 pages 1 to 14 Being No. 5008 for the year 1960 (hereinafter called the "Principal Deed") the Guarantor and the Borrower admitted and acknowledged that they had respectively deposited with the Lender at its registered office at 6, Lyons Range in the town of Calcutta their respective title deeds and documents relating to ALL THAT the lands more particularly described in Parts I and II of the First Schedule thereto and in the Schedule hereto (hereinafter called "the said land") with intent to create a security thereon including the Guarantor's reversionary interest in respect of and affecting the messuage building and other erections now erected or to be constructed and/or for the time being standing or erected thereon by way of First Mortgage in favour of the Lender for the purpose of securing repayment by the Borrower to the Lender of the Principal sum of Rupees Ninetysix thousand or so much of the balance thereof as shall be due and payable by the Borrower to the Lender in the manner provided in the Principal Deed.

- (2) At the request of the Guarantor and the Borrower the Lender has agreed to advance to the Borrower a further sum of Rupees Fortysix thousand upon having the repayment thereof secured in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH as follows :-

- I. In pursuance of the aforesaid agreement and in consideration of the said sum of Rupees Fortysix thousand advanced by the Lender to the Borrower at or before the execution of these presents (the receipt whereof the Borrower doth hereby admit and acknowledge and of and from the same or every part thereof doth hereby acquit

release

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*[Signature]*  
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release and discharge the Lender) the Guarantor doth hereby admit and acknowledge that the said deposit of documents of title specified in Part I of the Second Schedule to the Principal Deed relating to the said land more particularly described in Part I of the First Schedule thereto and in Part I of the Schedule hereto shall be a security for the due discharge of the Guarantor's liability under the guarantee hereinafter mentioned for repayment of as well the said further advance of Rupees Fortysix thousand as of the said sum of Rupees Ninetysix thousand and other monies secured by the Mortgage by deposit of title deeds as aforesaid and recorded in the Principal Deed or so much of the balance thereof as shall be due and payable by the Borrower to the Lender TO THE INTENT that the said land - shall henceforth remain charged as and by way of mortgage with the due discharge of the Guarantors liability under the guarantee - hereinafter mentioned for the repayment of the total sum of Rupees One Lakh fortytwo thousand (made up of Rupees Ninetysix thousand and the sum of Rupees Fortysix thousand) advanced by the Lender to the Borrower as aforesaid.

II. In pursuance of the aforesaid agreement and in consideration of the said sum of Rupees Fortysix thousand the Borrower doth hereby admit and acknowledge that the said deposit of title deeds and documents specified in Part II of the Second Schedule to the Principal Deed relating to the said land more particularly described in Part II of the First Schedule thereto and in Part II of the - Schedule hereto shall be a security for repayment of as well the said further advance of Rupees Fortysix thousand as of the said sum of Rupees Ninetysix thousand and other monies secured by the Mortgage by deposit of title deeds as aforesaid and recorded in the Principal Deed or so much of the balance thereof as shall be due and payable by the Borrower to the Lender TO THE INTENT that the said land shall henceforth remain charged as and by way of mortgage with the repayment of the total sum of Rupees One lakh fortytwo thousand (made up

of



*[Signature]*  
Registrar of Companies

20/12/67

(4).-

of Rupees Ninetysix thousand and the sum of Rupees Fortysix thousand) advanced by the Lender to the Borrower as aforesaid.

III. The Borrower doth hereby covenant with the Lender that the Borrower shall on demand pay to the Lender as well the said sum of Rupees Ninetysix thousand secured by the said mortgage by deposit of title deeds and recorded in the Principal Deed as the said further advance of Rupees Fortysix thousand with interest upon such total sum of Rupees One lakh fortytwo thousand at the rate of eight per cent per annum at the time and in the manner provided in the Principal Deed.

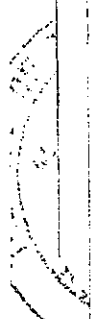
IV. The Guarantor doth hereby guarantee the due repayment to the Lender of as well the said sum of Rupees Ninetysix thousand and other moneys secured by the said Mortgage by deposit of title deeds and recorded in the Principal Deed as of the said further advance of Rupees Fortysix thousand or so much of the balance thereof as shall be due and payable by the Borrower to the Lender and the Guarantor shall on demand pay the said sum or sums to the Lender in the event of the Borrower's failure to pay the same to the Lender.

V. IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows :-

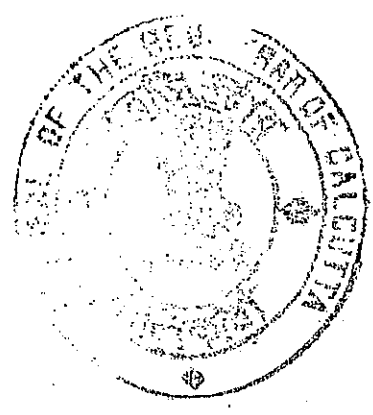
- (a) The Guarantor undertakes to execute at his own cost whenever called upon by the Lender a proper legal charge or mortgage of the said land described in Part I of the Schedule hereto to the Lender as security for the due discharge of the Guarantor's liability under the guarantee hereinbefore mentioned for all moneys for the time being owing to the Lender on the security hereinbefore mentioned with interest thereon at the aforesaid rate such charge or mortgage to be in such form and to contain such covenants and conditions as the Lender shall reasonably require.

(b)

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*[Signature]*  
28/11/61

(5).-

- (b) The Borrower undertakes to execute at his own cost when called upon a proper legal charge or mortgage of the said land described in Part II of the Schedule hereto to the Lender to secure all moneys for the time being owing to the Lender on the security hereinbefore mentioned with interest thereon at the aforesaid rate such charge or mortgage to be in such form and to contain such covenants and conditions as the Lender shall reasonably require.
- (c) All the powers provisions covenants and agreements contained in the Principal Deed shall expressly extend and be applicable to enforcing the payment of all Principal Money interest and the other moneys secured by the further charge as aforesaid and recorded in these presents in the same manner in all respects as if the same were repeated herein.

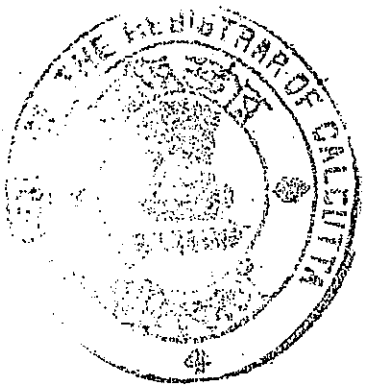
VI. PROVIDED ALWAYS AND IT IS HEREBY FURTHER AGREED AND DECLARED by and between the parties hereto that the properties and lands comprised in the Principal Deed shall be redeemable only on payment by the Borrower to the Lender of all Principal interest and other moneys payable by the Borrower under the Mortgage by deposit of title deeds as recorded in the Principal Deed and the Further Charge as recorded in these presents when the Lender shall at the request and cost of the Borrower reconvey the said properties and lands secured as aforesaid in favour of the Borrower or as it shall direct.

THE SCHEDULE above referred to.-

PART I.

ALL THAT the land and hereditament containing an area of One Bigha thirteen Cottahs one Chittack and thirtyfour square feet more or less being premises No.15 Palm Place formerly known as premises No.4/1, Old Ballygunge Second Lane within the Municipal limits of the town of Calcutta being part of Holdings formerly Nos. 88A and 94 now Nos. 326 and 327 in Sub-Division H, Division V -

Mouzah



Registrar of Companies,

20/12/61

(6).-

Mouzah Ballygunge in Dihi Panchannagram Police Station Ballygunge, Sub-Registry Sealadah in the District of Twentyfour Parganas and butted and hounded in the manner following that is to say, on the North now partly by Old Ballygunge Second Lane and partly by premises No.13/1, Ballygunge Park but according to the earlier title deed partly by Old Ballygunge Second Lane and partly by premises No.4, Old Ballygunge Second Lane, on the East now partly by 13/2, partly by 29/7 and partly by 29/5, Ballygunge Park but according to the earlier title deeds partly by premises No.3 and partly by premises No.10, Old Ballygunge Second Lane on the South now partly by premises No.6, Old Ballygunge Second Lane partly by 29/3 and partly by 29/4 Ballygunge Park but according to earlier title deed partly by - premises No.9 and partly by premises No.6, Old Ballygunge Second Lane and on the West by premises No.5, Old Ballygunge Second Lane OR HOWSOEVER OTHERWISE the said land and premises which at any times heretofore were or was and now are or is situated known numbered called and distinguished.

PART II.

ALL THAT the land and hereditament containing an area of one Bigha thirteen Cottahs one Chittack and thirtyfour square feet more or less being premises No.15 Palm Place formerly known as premises No.4/1, Old Ballygunge Second Lane within the Municipal limits of the town of Calcutta being part of Holdings formerly Nos. 88A and 94 now Nos.326 and 327 in Sub-Division H, Division V Mouzah Ballygunge in Dihi Panchannagram in the suburbs of the town of Calcutta within the Police Station Ballygunge, Sub-Registry Sealadah in the District of Twentyfour Parganas and comprised under the said Lease dated Twentieth day of October One thousand nine hundred and fiftynine TOGETHER WITH messuages buildings and other erections now erected or to be erected therein and commonly known as Adela Court and butted and bounded as follows :-

North now partly by Old Ballygunge Second Lane and partly  
by



*[Handwritten signature]*  
20/12/67

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by premises No.13/1, Ballygunge Park but according to the earlier title deed partly by Old Ballygunge Second Lane and partly by -- premises No.4, Old Ballygunge Second Lane, on the East now partly by 13/2, partly by 29/7 and partly by 29/5, Ballygunge Park but according to the earlier title deeds partly by premises No.3 and partly by premises No.10, Old Ballygunge Second Lane on the South now partly by premises No.6, Old Ballygunge Second Lane, partly by 29/3 and partly by 29/4, Ballygunge Park but according to earlier title deed partly by premises No.9 and partly by premises No.6, Old Ballygunge Second Lane and on the West by premises No.5, Old Ballygunge Second Lane OR HOWSOEVER OTHERWISE the said land premises which at any times heretofore were or was and now are or is situated known numbered called and distinguished.

IN WITNESS whereof the Guarantor and the Borrower have executed these presents the day and year first above written.

SIGNED SEALED and DELIVERED by the abovenamed Razaur Rahaman Khan in the presence of :

*Razaur Rahaman Khan*  
*Razaur Rahaman Khan*  
*L. Martin Estate Agent*  
*C. C. David & Co.*  
*Calcutta - 1*

SIGNED SEALED and DELIVERED by the abovenamed Jamilur Rahaman Khan in the presence of :

*Jamilur Rahaman Khan*  
*Jamilur Rahaman Khan*  
*L. Martin Estate Agent*  
*C. C. David & Co.*  
*Calcutta - 1*



*[Handwritten signature]*  
20/11/16

*Accepted*  
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*21/12/61*



*Shahid*

*21. 12. 61*

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DATED *the 20<sup>th</sup>* December 1961.-

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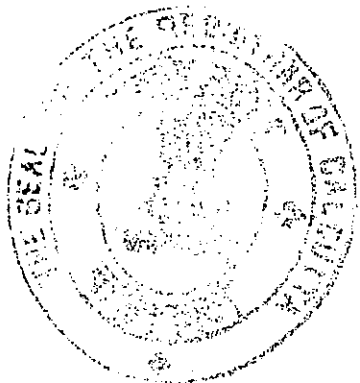
Razaur Rahaman Khan & Anr.

- And -

Turner Morrison & Co. Private Ltd.

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FURTHER CHARGE:



*20/12/61*

ORR, DIGNAM & CO.-  
CALCUTTA.-