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MONEY LENT BY GOV TO DR DIPAK KUMAR RAY TO PURCHASE PROPERTY AND BUILD THE HOUSE

District Registrar, 24 Parganas.

BOND

THIS INDENTURE made this Thirteenth day of September One thousand nine hundred and sixty-two BETWEEN Dr. Dipak Kumar Ray son of Dr. Harendra Nath Ray residing at 228/1, S.K. Deb Road, Calcutta-48 hereinafter referred to as the "BORROWER" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the FIRST PART, Dr. Tarapada Banerjee son of Sri Sasanka Sankhar Banerjee residing at 10 Kristo Mullick Lane, Belgachia, Cal-37 hereinafter referred to as "SURETY" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, excutors, administrators, representative and assigns) of the SECOND PART AND THE GOVERNOR OF THE STATE OF WEST BENGAL hereinafter referred to as the "GOVERNOR" (which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office and assigns) of the THIRD PART

WHEREAS the Borrower applied to the Government of West Bengal (hereinafter referred to as the "Government" for a loan of Rs. 20,000/- (Rupees Twenty Thousand) only to purchase a plot of land and to build a dwelling house thereon.

AND WHEREAS the Government desired the Borrower to purchase the plot of land upon which the Borrower desired to build the dwelling house for which the loan was applied for by the Borrower

AND WHEREAS the Borrower has since purchased the plot of

Presented for Registration on
 at the Sadar Registration
 Office at Alipore by
 Executive or Claimant or
 Attorney for
 under power of attorney No.
 for authenticated by the Sub
 Registrar of



District Registrar,
 24 Parganas.

Dipak Kumar Ray.

Dipak Kumar Ray.

Tarapada Banerji

~~Dr. B. Choudhary~~
 Dipak Kumar Ray
 870 Dr. Harendra Nath - Rd.
 of 228/1 S.K. Dec Row
 Car 48
 Tarapada Banerji

Thumb Impression is
 dispensed with.

District Registrar,
 24 Parganas.

Son of Sashanka Keshwar Banerji
 wife of 10/K. Krishna Mallik Das
 Thana Belgachia
 District Car-37
 By caste Hindu
 By profession Service

B. Choudhary

~~Dr. B. Choudhary~~
 Dr. B. Choudhary
 Son of S. Choudhary
 Of 37 Belgachia Row
 Thana Car-37
 District
 By caste Hindu
 By profession Service

District Registrar,
 24 Parganas.

land mentioned and described in the Schedule below at a cost of Rs. 10,000/- (Rupees Ten Thousand) only for which he has incurred a liability

AND WHEREAS the Borrower has now applied to the Government for a loan of Rs. 4,000/- (Rupees Four Thousand) only to meet the liability incurred by him for purchasing the said plot of land and also for a loan of Rs. 16,000/- (Rupees Sixteen Thousand) only to enable him to build a house upon the said land at a cost of Rs. 24,051 (*Rupees Twentyfour thousand and fifty one only*)

and the Government has agreed to grant a loan of Rs. 4,000/- (Rupees Four Thousand) only to meet this liability for the purchase of the land and Rs. 16,000/- (Rupees Sixteen thousand) only for building a dwelling house thereon on certain terms and conditions hereinafter appearing and in the instalments as hereinafter provided.

AND WHEREAS THE Borrower is seized and possessed of or otherwise well and sufficiently entitled as absolute proprietor in possession thereof to the plot of land hereditaments premises hereinafter more particularly described in the Schedule hereunder-written

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED that the said sum of Rs. 4,000/- (Rupees Four Thousand) only to meet the liability for the purchase of the land and the said sum of Rs. 16,000/- (Rupees Sixteen thousand) only so agreed to be advanced by the Government to the Borrower for building a dwelling house shall be advanced in instalments following, that is to say -

(a) the said sum of 4,000/- (Rupees Four Thousand) only will be advanced on the execution of this present. (b) 50 per cent of the said Rs. 16,000/- (Rupees Sixteen thousand) only for the construction of the said building will be advanced on the Borrower completing the construction up to plinth level. (c) The balance 50 per cent of the said sum of Rs. 16,000/- (Rupees Sixteen thousand) only on the construction of the building reaching the roof-level after the amount advanced as provided in Sub-clause (b) has been fully and properly spent for the purpose aforesaid.

SECRETARY
OP



M. B. Ghosh
District Registrar,
24 Parganas.

AND THIS INDENTURE FURTHER WITNESSETH that in consideration of the sum of Rs. 16,000/- (Rupees Sixteen thousand) only so agreed to be advanced to the Borrower in instalments as aforesaid the Borrower and the surety do hereby agree and covenant the Governor as follows -

1. That the whole amount of the said H.B. Loan 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 hereditaments and premises of the Borrower mentioned and described in the 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 officers for his satisfaction that the advances have been duly utilized and spent for the said purpose.

2. (a) That the Borrower shall build the house after having the site 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 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. 16,000/- (Rupees Sixteen thousand) only sanctioned for advance towards the construction of the said building and upon receipt of the same shall duly and properly use and utilize 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 forth-with thereafter apply for and obtain the balance 50 per cent of the loan and the construction of the building shall be

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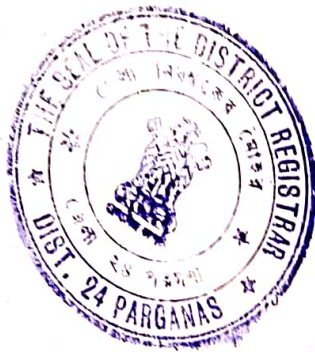
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District Registrar.
24 Parganas.

completed by the Borrower within seven months from the commencement of the construction of such building and the plans shall be so prepared that the building to be constructed shall 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 or 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 inspection of the said Administrative Officer or the District Officer of the district concerned as the case may be, to satisfy that the sums so advanced had been duly and properly spent for the purpose for which the same have been advanced.

3. That the Borrower shall pay to the Government interest at the rate of $6\frac{1}{2}$ per cent per annum on the amount for the time being remaining due and owing by the Borrower to the Government along with each instalments of the principle sum payable by the Borrower in re-payment of the loan as in hereinafter PROVIDED HOWEVER that if the Borrower and or the Surety shall pay the instalments with interest payable on the amount of the loan for the 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 $5\frac{1}{2}$ per cent per annum in lieu of interest at the $6\frac{1}{2}$ per cent annum.

4. That the loan so agreed to be advanced as aforesaid with the interest payable thereon shall be payable by the Borrower in twenty 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 instalments in succeeding 19 years respectively.



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District Registrar,
24 Parganas.

5. That should the Borrower make default in paying any instalment in repayment of the said sum of Rs. 20,000/- (Rupees Twenty Thousand) only or the interest payable as aforesaid or fail to observe, perform or fulfil any of the terms, conditions and covenants herein contained or his part then than 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 his or its rights or remedies for the recovery of the moneys due and owing on the security of these presents including the appointment of a Receiver of the mortgaged premise to which appointment the borrower undertakes to consent.

AND THIS INDENTURE FURTHER WITNESSETH that in consideration of the said sum of Rs. 20,000/- (Rupees Twenty-thousand) only agreed to be advanced in manner aforesaid the Borrower doth hereby grant, convey, mortgage, charge and assign 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 said land OR HOWSOEVER OTHERWISE the said land hereditaments and premises are known or reputed to be together with the building so 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 in the said land hereditaments and the premises and every part thereof and the said house TO HAVE AND TO HOLD the said land tenements or dwelling house hereditaments and premises and all and singular other



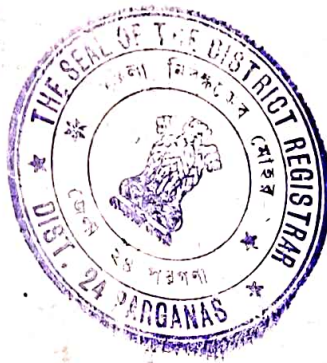
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District Registrar,
24 Parganas.

the premises hereinbefore granted or otherwise assured or expressed or intended as to be UNTO AND TO THE use of the Governor for ever subject to the proviso for redemption hereinafter contained that is to say PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that if the Borrower shall pay or cause to be paid the sum of Rs. 20,000/- (Rupees Twenty Thousand) only 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 per cent by the year in the meantime payable 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 but put to in or about the recovery of the moneys secured by these presents or otherwise howsoever than and in that case the Governor will at any time hereinafter upon the request and at the cost of the Borrower reconvey the said land tenements or dwelling house hereditaments and premises hereby granted upto 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 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. 20,000/- (Rupees Twenty Thousand) only with the interest payable thereon in the manner hereinbefore provided AND that the Borrower and/or the surety will so long as the said sum of Rs. 20,000/- (Rupees Twenty Thousand) only or any part thereof shall remain unpaid pay to the Governor or the Government interest for the said sum of Rs. 20,000/- (Rupees Twenty Thousand) only or so much thereof as for the time being shall remain unpaid interest at the rate aforesaid AND that the Borrower and/or surety shall pay all costs and charges which the Governor or the Government shall incur or be put to the liable to pay in and about the

Secretary of
Bor...



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District Registrar,
24 Parganas.

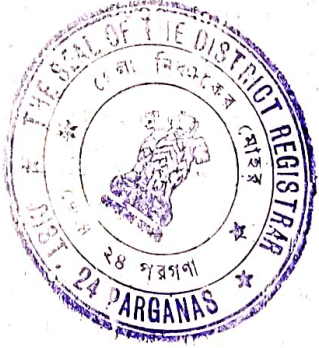
recovery of the moneys secured by these presents AND he the Borrower further covenants with the Government that the Borrower is seized and possessed and absolutely entitled to the said land hereditaments and premises free and clear and freely and clearly and absolutely discharged saved harmless and kept 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 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 ~~xxx~~ persons or persons requiring the same to do and execute or cause to be done and executed all such acts deeds or thing for further and more perfectly assuring the said land hereditaments and premises and the dwelling house so to be erected thereon unto and to the use of the Governor as shall as may be beasonably required.

AND THIS INDENTURE FURTHER WITNESSETH that any time allowed to the Borrower to carry out observe fulfil and pefform any accommodation afforded to the Borrower with or without notice to the surety shall not affect or impair the liability of the surety the surety and the liability of the surety will fully and affectually 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 by the Government as a public demand under the Bengal Public Demands Recovery Act.

28
28/11/19
28/11/19
28/11/19



[Handwritten Signature]
District Registrar,
24 Parganas.

THE SCHEDULE REFERRED TO ABOVE :

Handwritten text in Bengali script, likely a schedule or list of items, mentioning dates and descriptions.

১ম :- ২১শে মার্চ ১৯৬২,

২য় :- Lay out plan ২০ ও ২১শে,

৩য় :- ১৯৬২ সালের ২১শে মার্চ তারিখের ১৯৬২ সালের ২১শে মার্চ

IN WITNESS WHEREOF the Borrower and the surety have hereunto set and subscribed their respective hands hereto the days month and year first above written.

SIGNED AND DELIVERED BY THE BORROWER

in the presence of : Dipak Kumar Ray. 13.5.62.

- (1) Brahmakumar Banerji, development department, Raj Bhawan, Calcutta - I.
(2) Mahendra Lal Kundoo. Secy. sepl. Raj-Bhawan. Cal.

(Signature, address and description of at least two attesting witnesses)

SIGNED AND DELIVERED BY THE Surety

in the presence of : Tarapada Banerji.

- (1) Brahmakumar Banerji, development department, Raj Bhawan, Calcutta - I.
(2) Mahendra Lal Kundoo. Secy. sepl. Raj-Bhawan. Cal.

(WITNESS) Sonu in inclusion an identified by me

B. Bhattacharya

Asst. Prof. of Bacteriology, Bengal Vet. College 37, Belgachia Road, Calcutta-37.

(Signature, address and description of at least two attesting witnesses)



For Registrar
District Registrar,
24 Parganas.



For Registrar
District Registrar,
24 PARGANAS
18-9-62

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For the year 18-62