

Admissible under Rule 21

duty Stamped (or exempted)

from or voes not require

siams duty) under the

lactor of the 2000

lac

Fas paid as under 2218

Mogistering Officer. 218

Est mile

One thousand nine hundred and thirty nine BETWEEN THE TRUSTEES

FOR THE IMPROVEMENT OF CALCUTTA a body corporate constituted by
the Calcutta Improvement Act 1911 (Bengal Act V of 1911) and
hereinafter referred to as the RELEASORS which term shall be
deemed to include their successors and assigns of the One Part
A N D ASHUTOSH MUKHERJEE son of Jadunath Mukherjee deceased
by caste Brahmin by occupation Contractor residing at Rance
Villa, Tatanagar in the District of Singhbhum hereinafter —
called the RELEASER which expression 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 Security Deed bearing date the 19th. day of April 1929 and made between the Releasee of the one part and the Releasors of the other part the --

かし=>こからかららから Present 5-to Reciptation day of 1939 at the 83 si ( 2) 23) soi Suda Registration Office of Alineraty Ashulosle muselinger her Exeruity or Claimant or ashutash unbelion attennes for und r o Lower of attorney Not for anthentigated by the Sub-Registrar of District Sub-Re Intrar heart of them is admitted by Ney Balader Malling Portraction for The Incention for the Donfrom colout a un der a One er No 6/3 for on of leg too to gile an malewell Ro Son of. Thomas ...... I was swoned assented and By prof 160 asual designationer reservation nertagnose ye a Mistrict Sub-Re. Time Intemper in the Metri t of Higherman hereinaffor -to bebulous assing limes occasioned fring the INA and believe a willed aid obside t of beneath and twittens and to the bis belief a

Releasee for the consideration therein mentioned charged and mortgaged as a first charge Plot No.40 C.I.T. Scheme No.XVA together with all the structures for the time being thereon in favour of the Releasors to secure payment of the sum of Rs.3490/- (Rupees three thousand four hundred and ninety) then due by him to the Releasors on account of unpaid moiety of purchase money of the said Plot No.40 Scheme XVA together with interest thereon at the rate of 7% per annum with a proviso for redemption of the said charge upon payment of the said sum of Rs.3490/- together with interest as aforesaid within 12 years computed from the 15th.October 1928.

AND WHEREAS the Releasee has since erected two two-storied brick built messuages or dwelling houses on the said plot of land and which said premises has been assessed and numbered by the Corporation of Calcutta as -- Nos. 12A and 12BRashbehary Avenue.

AND WHEREAS the Releasee on diverse days paid to the Releasors interest accrued due on the outstanding — principal sum and also paid in full the said principal sum of Rs.3490/— in three instalments within the stipulated — period to wit Rs.500/— on the 4th.November 1931, Rs.500/— on the 5th.November 1932 and finally Rs.2490/— on the 7th. May 1938 and the amount secured by the hereinbefore recited Security Deed has been paid in full with all interest thereon in manner aforesaid.

AMD WHEREAS the Releasee has requested the Releasors to execute a release of the said mortgaged premises more - fully described in the Schedule hereunder and the Releasors have agreed to do so.

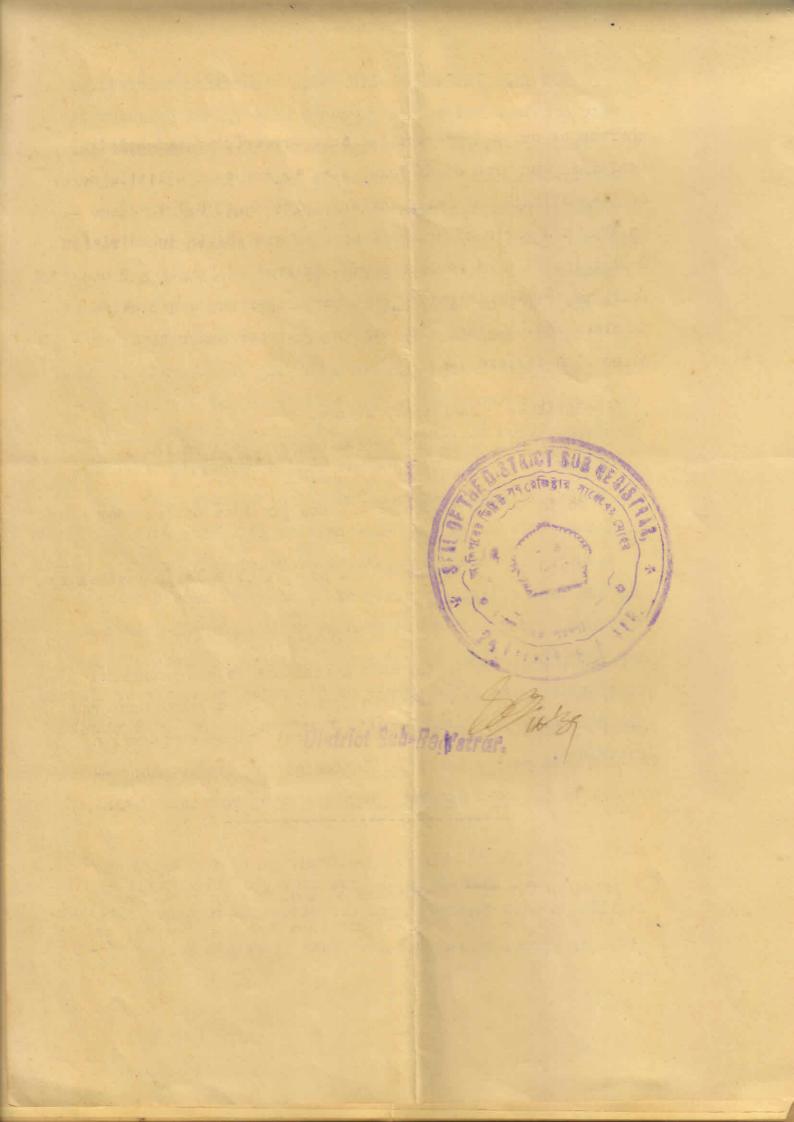
South States

District Sub-Re Vetrar.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and of the payments made by the Releasee to the Releasors in full satisfaction of their claim under the Security Deed dated the 19th. April 1929 ( the receipt whereof the Releasors hereby acknowledge and of and from the same and every part thereof for ever acquit and discharge the Releaseee) the Releasors hereby discharge release and reassure unto the Releasee ALL THAT OR THOSE the lands hereditaments and premises described in the Schedule hereunder together with the appurtenances thereto belonging TO HAVE AND TO HOLD the same unto the Releasee for ever freed and absolutely discharged from all claims and demands of the Releasors under or by virtue of the hereinbefore recited security deed AND the Releasors hereby covenant with the Releasee that the Releasors have not at any time heretobefore made done committed or executed or knowingly suffered or been party or privy to any act deed or thing whereby or by means or reason whereof the said land hereditaments and premises hereby released or any part thereof are is can shall or may be charged affected or encumbered in title estate or otherwise howsoever or whereby the Releasors are hindered from releasing the same in manner aforesaid.

## THE SCHEDULE ABOVE REFERRED TO

ALL THAT OR THOSE two storeyed brick built - dwelling houses tenements and hereditaments together with the piece or parcel of revenue free land thereunto belonging -



whereon or on part whereof the same are erected and built containing an area of 4K-7ch-5 sft. be the same a little more or less situate and being formerly plot No. 40 C.I.T.Scheme No. XVA and parts of Holdings Nos. 93 and 93A in Sub-division G Division VI Dihi Panchannagram District 24 Parganas Thana Tollygunj Sub-Registration District Alipur now known as -- premises Nos. 12A and 12B Rashbehary Avenue and butted and bounded as follows:-

North -- Rashbehary avenue.

East -- P.41 Scheme XVA now premises No.164 ,
Rashbehary Avenue.

South -- P 41 Scheme XVA now premises No.16a Rashbehary Avenue.

West -- P 31 Scheme XVA now premises No.10 Rashbehary
Avenue

or howsoever otherwise the said hereditaments and premises are or were heretofore situated bounded called known numbered described or distinguished and which said piece or parcel of land is more particularly delineated on the map or plan — annexed to the said Security Deed and thereon coloured pink.

IN WITNESS whereof the Chairman of the Board of the Trustees for the Improvement of Calcutta on behalf of the Releasors has hereunto set his hand and seal the day and



District Sub-Respetrar.

year first above written.

Given under the Common seal of the Trustees for the Improvement of Calcutta and duly signed by the Chairman in the presence of Chairman of the Board.

Witness: Narest Chanden Ban, Steering in the Chairman, Calcutte Improvement Trush

The Common Seal of the Board was hereunto affixed in the presence of

A Trustee of the Calcutta Improvement Trust.

- intalal Lamban

Secretary to the Calcutta Improvement Trust.



