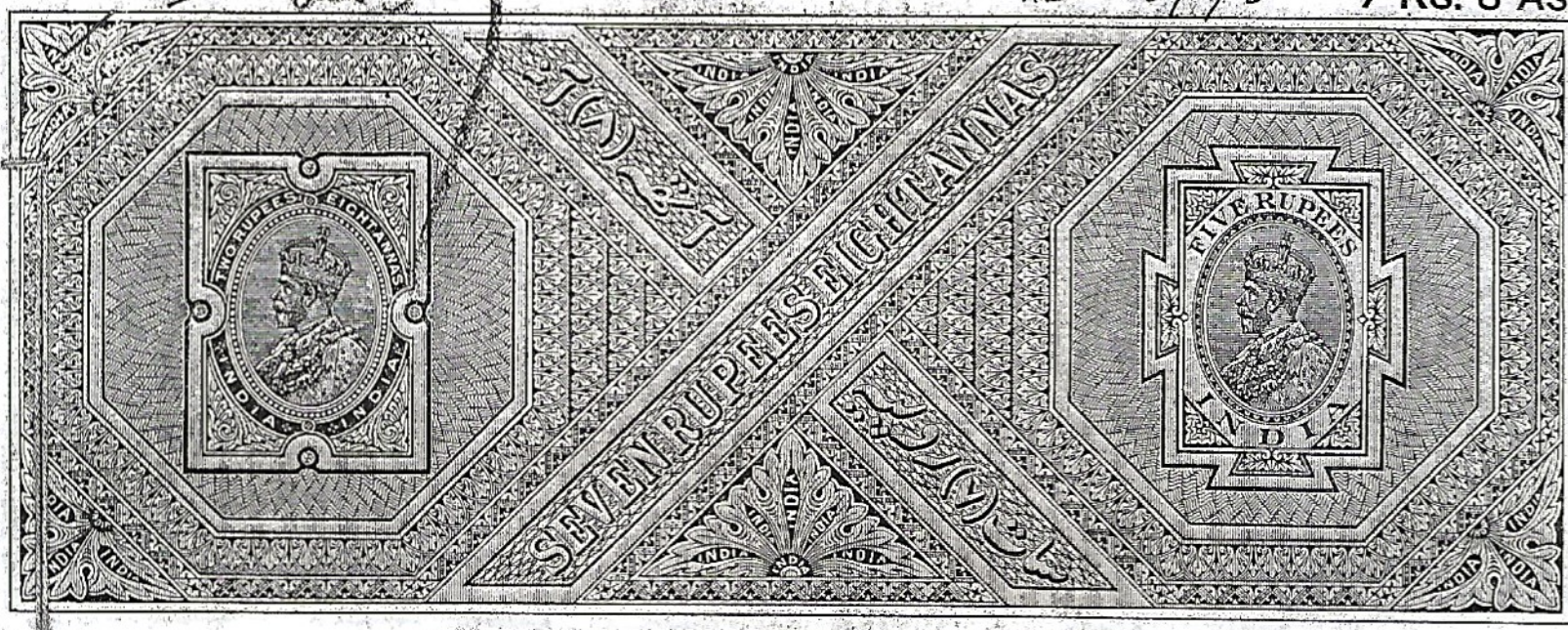


245

1975 7 Rs. 8 As.



सात रुपया आठ आना

Admissible under Rule 21 of the Stamp Act
 (or exempt from or does not require Stamp
 duty) under the Indian Stamp Act 1899
 Schedule No. 1 under the Bengal Stamp
 (Amendment) Act, 1922 Schedule A No. 53
 Fees paid.

3/

11/5/34

THIS INDENTURE made this Seventeenth day of April

One thousand nine hundred and thirty-four Between THE --
TRUSTEES FOR THE IMPROVEMENT OF CALCUTTA a body corporate
 constituted by the Calcutta Improvement Act (Bengal Act V
 of 1911) and having its registered office at No. 5, Clive
 Street in the town of Calcutta (hereinafter called the
 Board) of the One Part And BENI MADHAB BANNERJEE son of
 Troilokya Nath Bannerjee deceased residing at No. 50/5B,
 Harish Mukherjee Road, Bhowanipur, Calcutta, by caste --
 Brahmin, by occupation landholder, 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 assigns
 of the other part WHEREAS by an Indenture of Conveyance
 dated the twenty-fourth day of June One thousand nine
 hundred and twenty-seven and made between the said Board
 of the one part and the Owner of the other part All and
 singular the lands hereditaments and premises described
 in the Schedule thereto and hereto were transferred and
 conveyed to the Owner by the Board and by the said ---

Indenture

Indenture of Conveyance it was provided that the payment of a moiety of the purchase money namely Rupees one thousand - eight hundred and eighty-two and annas eight (Rs. 1882-8-0) owing by the owner to the Board should be secured by an -- Indenture of Security Deed to be executed by the owner --- immediately after the execution of the said Conveyance AND WHEREAS by an Indenture of Security Deed dated the twenty-fourth day of June One thousand nine hundred and twenty-seven and executed by the owner in favour of the Board and registered in Book I, Volume 60, Pages 240 to 245, Being No.3996 for the year 1927 by the Sadar Sub-Registrar of Alipur it - was inter alia witnessed and declared that the owner thereby covenanted with the Board that he would pay to the Board a sum of Rupees One thousand eight hundred and eighty-two and annas eight (Rs. 1,882-8-0) within twelve years to be ---- computed from the first day of January, One thousand nine hundred and twenty-seven with interest thereon at the rate of seven per cent per annum payable yearly and that the owner might at his option during any year of the said twelve years --- release the premises thereby charged by payment to the Board of the said sum of Rupees one thousand eight hundred and -- eighty-two and annas eight (Rs. 1,882-8-0) together with - the proportionate part of annual interest due for that year and any arrears thereof and the owner thereby charged as a first charge in favour of the Board All and Singular the - land hereditaments and premises described in the Schedule thereto and hereto and shown on the map or plan thereto -- annexed and thereon coloured pink together with all buildings and other erections then or thereafter thereon together with the appurtenances with the payment to the Board of the ---- principal interest and other monies for the time being due

4

on the security of the said Indenture of Security Deed
AND WHEREAS the owner paid to the Board from time to -
time some monies in part payment of the said principal
amount and on the twenty-second day of March One thousand
nine hundred and thirty-four the owner paid unto the --
Board the sum of Rupees One thousand six hundred and -
twenty-eight (Rs. 1,628/-) being the balance of principal
and interest due and owing by virtue of the said Security
Deed upto the date of the said payment in full satisfac-
tion of the claim of the Board under the said Indenture
of Security Deed AND WHEREAS since the said purchase -
of the said land and premises from the Board as afore-
said the owner has erected a three storied brick-built
house and premises on part of the said land AND WHEREAS
the owner being desirous of obtaining a formal release
from the Board has requested the Board to execute and -
register a proper release in respect of the said Security
Deed which the Board has agreed to do NOW THIS INDENTURE
WITNESSETH that pursuant to the said agreement and in -
consideration of various sums paid by the owner to the
Board from time to time and in further consideration of
Rupees one thousand six hundred and twenty-eight -----
(Rs. 1,628/-) being the balance of principal and interest
due upon or by virtue of the said recited Indenture of
Security Deed to the said Board paid by the said owner
on the said twenty-second day of March One thousand nine
hundred and thirty-four in full satisfaction of all
principal monies and interest secured by the hereinbe-
fore recited Indenture of Security Deed (the receipt -
whereof the said Board doth hereby admit and acknowledge
and of and from the same and every part thereof doth -

hereby

ALIPU
SUB. R.

Boyle

10/11

nd
al
ty
-
=
y
!
t

hereby acquit release and for ever discharge the said ---
owner) the said Board doth by these presents release ---
discharge and reassure unto the said owner ALL AND SINGULAR
the messuages tenements hereditaments lands and premises
comprised in and charged by the said recited Indenture of
Security Deed or expressed so to be and fully described in
the Schedule thereto and hereunder AND all the estate ----
right title and interest whatsoever of the said Board by -
virtue of the said recited Indenture of Security Deed or
otherwise howsoever together with the said Security Deed
dated the twenty-fourth day of June One thousand nine --
hundred and twenty-seven and all other deeds writings muni-
ments of title whatsoever freed and absolutely dischargd
from all principal monies and interest secured or intended
so to be by the said Indenture of Security Deed and all -
claims and demands on account thereof or in anywise relating
thereto AND the said Board doth hereby covenant with the -
owner that the said Board has not at anytime heretofore -
done or executed or knowingly suffered or been party or -
privy to anything whereby the said principal sum and ---
interest or the said hereditaments or premises hereby ---
respectively released and discharged or expressed so to -
be or any part thereof respectively are is can or may be -
affected or encumbered in anywise howsoever.

The Schedule above referred to.:

ALL THOSE three storied brick built buildings and --
dwelling house under construction or which may hereafter be
constructed or erected together with the piece or parcel of
revenue free land thereunto belonging on part whereof the
same are erected containing an area of three cottahs six -
chittacks thirty-six square feet be the same a little more
or less and situate and being Plot No. 70 of Surplus land



Registrar

in the Calcutta Improvement Scheme No. XV(B) formed out of portion of premises No. 107, 119, Dhakuria Road and 113, Russa Road South being part of Holdings No.106/77, 75 and 71/72 respectively in Sub-Division R, Division 6, Dehi Panchannagram, District 24 Perganahs, Thana Tollygonj Sub-Registration District Alipur and butted and bounded in manner following that is to say on the North by Plot No. 69, on the East by new 40 feet wide road, on the -- South by Plot No. 71 and on the West by Plot No. 68 and 65 and which the said piece or parcel of land is more particularly delineated in the map or plan annexed to the said original Security Deed dated 24th June 1927 made between the Trustees for the Improvement of Calcutta of the one part and Beni Madhab Bannerjee of the other part and thereon coloured pink.

IN WITNESS WHEREOF the Chairman of the Board has hereunto set and subscribed his hand 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 :-

Narish Chandra Bera
Secretary to the Chairman,
Calcutta Improvement Trust.

Witness

C. Hingston
Offg: CHAIRMAN.



The Common Seal of the Board was hereto affixed in my presence.

[Signature]
A Trustee of the Calcutta Improvement Trust.

[Signature]
Secretary to the Calcutta Improvement Trust.

onj

le

r



Registrar

191 XV-102
DATED THIS 17th DAY OF APRIL 1934

From
THE TRUSTEES FOR THE IMPROVEMENT OF
CALCUTTA.

To
BENI MADHAB BANNERJEE

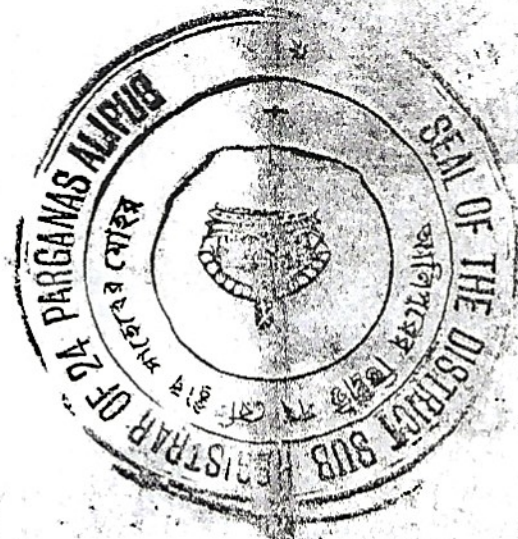


R E L E A S E .

Re: - Plot No. 70, C.I.T. Scheme No.
XV(B).

Clk 11/5

Registrar



Nil -
Amended 16/1/34
16/1/34
Book No.
Volume No. 53
Pages 141 to 145
Being No. 1975
For the Year 1934

Roy Chowdhury & C
Solicitors.

18/6/34
Registrar

Clk 11/5