



Admissible under Rule 21.

duly Stamped under the Bengal
stamp (Amendment) Act, 1923
Schedule I. A. No. 55-(6)
Fee paid as under-

R. Sundarlingam
Registrar of Assurances
Calcutta. *6/2/40*

82/-
11/-
3/-

THIS INDENTURE made this *Second* day of *February* One thousand nine hundred and forty BETWEEN THE IMPERIAL BANK OF INDIA constituted under the Imperial Bank of India Act XLVII of 1920 and having its office in Calcutta at Nos.3,4 and 5 Strand Road, hereinafter called "the Bank" (which expression unless contrary to or repugnant to the context shall be deemed to include its assigns) of the One Part and ARATHOON MACKERTOON ARATHOON of No.3 Rawdon Street, Calcutta, Merchant, (hereinafter called "the Releasee" which expression unless contrary to or repugnant to the context shall be deemed to include his heirs, executors, representatives and assigns) of the Other Part WHEREAS the Bank having at the request of the Releasee granted and agreed to continue to grant accommodation to the Releasee by way of overdraft or cash credit account (referred to as Account No.I) under a drawing limit of Rupees four lakhs secured by a pledge of stocks of goods and by deposit of the title deeds relating to the premises No.48 Old Ballygunge Road in the District of Twentyfour Pergunnas and a further overdraft or cash credit account (referred to as Account No.II) under a drawing limit of Rupees one lakh secured by an On Demand Promissory Note of the Releasee and a guarantee of one Carr Lazarus Phillipps and the deposit of the title deeds relating to the premises Nos.3 and 4 Rawdon Street in the town of Calcutta and as to the whole aggregate amount of the said two overdrafts or cash credit and other accounts to be further secured by the re-deposit

82/-
11/-
3/-

Releasee



w/s.

Sander Soms

gan Calcutta

10/79
28/11/39

Megie

LICEN- VENDOR
Calcutta Collectorate.

presented for Registration at 11/30th
on the 6th day of February 1940
at the Calcutta Registry Office
by Varaj Nath Roy Chaudhuri
attorney for the Imperial Bank of India
under a power-of-attorney No. 46
for authenticated by the Sub.
Registrar of Assurances, Calcutta

Varaj Nath Roy Chaudhuri
agent for Imperial Bank of India

[Signature]

Registrar of Assurances
Calcutta. 6/2/40

Execution is admitted
By Varaj Nath Roy Chaudhuri
son of late Prasanna Nath Roy Chaudhuri
of 26 Dalhousie Square, Calcutta,
By caste Karasna
By profession Serviceholder

Varaj Nath Roy Chaudhuri

Personally Known to me

[Signature]

Registrar of Assurances
Calcutta. 6/2/40

re-deposit of the said title deeds AND WHEREAS the Releasee on the nineteenth day of September one thousand nine hundred and thirty-one re-deposited in Calcutta with the Bank the documents of title relating to the said several premises No.48 Old Ballygunge Road and Nos.3 and 4 Rawdon Street by way of mortgage of the said several properties as security for the repayment to the Bank on demand of the aggregate balance at any time of the said two overdrafts or cash credit accounts No.I and No.II or any other accounts and also for the payment and discharge of the Releasee's present and future indebtedness and liabilities to the Bank of any kind in any manner whether matured or not and whether incurred by the Releasee either alone or jointly with others and whether as principal or as surety and whether absolute or contingent together with all interests, discounts, commissions, charges, costs and expenses payable to or incurred by the Bank in relation to any such indebtedness and liabilities AND WHEREAS by a Memorandum of Deposit of title deeds and Agreement to mortgage bearing nineteenth day of September one thousand nine hundred and thirty-one and duly registered in the Calcutta Registration Office in Book I Volume 83 pages 192 to 201 and being No.3047 of 1931 the Releasee admitted the said deposit in Calcutta of the title deeds in respect of the said three several messuages, lands, hereditaments and premises including the messuage, land, hereditament and premises hereinafter mentioned and intended to be hereby released with the Bank with the intent to create a security thereon for due payment of all moneys, interest and other costs, charges and expenses as aforesaid and fully mentioned in the said Memorandum AND WHEREAS the Releasee with the consent of the Bank has agreed to sell the said premises No.4 Rawdon Street, more particularly described in the Schedule hereinafter mentioned, to one Benoy Pada Coomar for the price of Rupees seventy thousand AND WHEREAS the Bank has agreed, upon payment to it of the net sale proceeds thereof, to release

the

the said premises No.4 Rawdon Street now intended to be conveyed to the said Benoy Pada Coomar and his wife Sreemati Monmohini Coomar from the said mortgage or charge and acknowledged in the said Memorandum of Deposit of title deeds and Agreement to mortgage dated nineteenth day of September one thousand nine hundred and thirty-one NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees seventy thousand only - Rs _____ paid by the Releasee to the Bank being the net sale proceeds of the said premises No.4 Rawdon Street on or before the execution of these presents (the receipt whereof the Bank doth hereby admit and acknowledge and from the same and every part thereof doth hereby acquit, release and for ever discharge the Releasee in respect of the said premises) the Bank doth by these presents release unto the Releasee the said premises No.4 Rawdon Street more particularly described in the Schedule hereto TO HAVE AND TO HOLD the said premises No.4 Rawdon Street hereby released or expressed so to be unto and to the use of the Releasee for ever freed and absolutely discharged of and from the principal moneys and interest and costs secured or intended so to be as provided in the hereinbefore recited Memorandum of Deposit of title deeds and Agreement to mortgage and all claims and demands on account thereof or in anywise relating thereto AND IT IS HEREBY DECLARED that nothing herein contained shall prejudice or affect the said mortgage or the claim rights and remedies of the Bank in respect thereof as regards the other securities held by the Bank and still remaining subject to the said mortgage, namely the said premises No.48 Old Ballygunge Road and No.3 Rawdon Street or the moneys still remaining or becoming due from time to time under the said Memorandum of Deposit and Agreement to mortgage or otherwise and the Bank reserves all other securities and obligations at any time in force for payment of any money referred

referred to in the said Memorandum of deposit of title deeds and Agreement to mortgage And the Bank, so far as it relates to its own acts and deeds, doth hereby covenant with the Releasee that the Bank has not at any time heretofore done or executed or knowingly suffered or been party or privy to any act, deed or thing whereby or by reason or means whereof the said premises No.4 Rawdon Street hereby released and granted or expressed so to be or any part thereof respectively are, is, can or may be affected or prejudiced in estate, title or otherwise, or the Bank can or may be prevented from releasing the same in manner aforesaid.

THE SCHEDULE ABOVE REFERRED TO.

ALL THAT two storied brick-built message tenement or dwelling house together with the piece or parcel of ^{revenue redeemed} land or ground thereunto belonging and whereon or on part whereof the same is erected and built containing by estimation one Bigha, six Cottahs, more or less, situate at and being premises No.4 Rawdon Street in the town of Calcutta, being a portion of Holding No.48, Block Nos.5 and 6, in the South Division of Calcutta aforesaid ~~and in respect of which said entire Holding an annual revenue of Rupees nine annas eight and piee six is payable to the Calcutta Collectorate and which said premises is butted and bounded~~ on the North by premises No.3 Rawdon Street, on the East by Rawdon Street, on the West by premises No.7/1 Short Street and on the South by Short Street.

IN WITNESS whereof the Bank has hereto affixed its Official Seal the day month and year first above written.

The Official Seal of the Imperial Bank of India was hereto affixed in Calcutta in the presence of two Members of the Local Board, Bengal Circle, and the Secretary & Treasurer who have signed these presents in the presence of _____

Witness:

[Signature]
Bank Officer,
Imperial Bank of India,
Calcutta.

[Signature]
G. Reid Kay (Members
Local
Board.)
[Signature]
V. S. Gladstone
[Signature]
B. A. C. Nesjelle Secretary & Treasurer.

Don't help
out
11/11/40

I 385

Registered in
Book No. **I**
Volume No. **36**
Pages **70** to **74**
Being No. **385**
For the year **1940**

Dated 2nd February 194

2nd
Feb

The Imperial Bank of India.

-To-

A. M. Arathoon Esq.



AM

RELEASE.

Bendish

Registrar of Assurances
Calcutta.

8/2/40

x¹²
Dep/Run

4

INDEXED.

Life
Insurance