

Admissible under Rule 21. Duly stamped under the Indian Stamp (Bengal Amendment). Act XII of 1935 Schedule 1A, No. 55

14 NOV. 1940

Fees paid as under

Registering Offices

7/6/57

One thousand nine hundred and thirty-seven 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 Office at No.5, Clive -- Street in the town of Calcutta (hereinafter called the Board ) of the one Part and PREONATH HORE son of Sreenath Hore deceased residing at present at No.P.151/1A, Landsdowne Road Extension in the Municipal town of -- Calcutta by caste Kayastha by occupation land-holder an service-holder 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 --

eighteenth

yo 416 Calley Rulus tus Presented for Registration Mos P.M. on the 7 L. B. VENDOR. High Court, Calcutta, 1937 at the Bill Registration Office at atoria. Grant or Claimant of attuiney for und-sa Lower of for attorney No outhenticated by the Sub-Begistrar of District Sub-Registrar. 7-6-37 is admitted by son of date South ... Chakrowaly ...... ... 5 Clive shal Thana ..... ... .... District Calenda By caste. Preahm by profession... Service holds as agent for the Inestees for the Improvement of Calentin under general Power of Alloway no 23 for 1934 author general Power of Alloway no 23 by the Regular Niker Charon Chapsonarti. District Sub-Registrat



eighteenth day of December one thousand nine hundred and thirty-six 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 of Conveyance it was provided that the payment of a moiety of the purchase money namely supees four thousand four hundred and seventy-three and annas eight (Rs.4,473-8-0) only 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 eighteenth day of December one thousand nine hundred and thirty-six and executed by the owner in favour of the Board and registered in Book I Volume 17 Pages 222 to 227 Being No. 369 for the year 1937 by the District Sub-Registrar of Alipur it was interalia witnessed and declared that the owner thereby covenanted with the Board that he would pay to the Board a sum of Rupees four thousand four -hundred and seventy-three and annas eight (8.4473-8-0) only within twelve years to be computed from the -- fifteenth day of October One thousand nine hundred and thirty-six with interest thereon at the rate of six per cent per annum payable yearly and that the owner might at his option during any year of the said twelve years

release

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release the premises thereby charged by payment to the Board of the said sum of Rupees four  $t_{hou}$ . sand four hundred and seventy-three and annas ... eight only (Rs.4473-8-0)only together with the proportionate part of annual interest due for  $t_{\mbox{\scriptsize hat}}$ year and any arrears of annual interest due in respect of any previous year and the owner there  $b_{\gamma}$ charged as a first charge in favour of the Board all and singular the lands 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 on the security of the said Indenture of Security Deed AND WHEREAS on the fifth day of April one thousand nine hundred and thirty-seven the owner paid unto the Board the said principal sum of --Rupees four thousand four hundred and seventy three and annas eight (Rs.4473-8-0) only so due and -owing by virtue of the said Security Deed and a further sum of Rupees one hundred and twenty six and annas seven (Rs.126-7-0) only being the proportionate part of annual interest upto the date of the said payment in full satisfaction of the -

claim



claim of the Board under the said Indenture of Security Deed AND WHEREAS since the said purchase of the s said land and premises from the Board as aforesaid the owner has started erecting a three storied brick-built house and premises on part of the said land (which is still under construction) 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 the sum of Rupees four thousand four hundred and seventy-three and annas eight (%.4473-8-0) only being the principal and a further sum of Rupeesv one hundred and twenty-six and annas seven (Rs.126-7-0) only being the arrears of interest due upon or by -virtue of the said recited Indenture of Security Deed (making altogether the sum of Rupees four thousand five hundred and ninety-nine and annas fifteen (s.4599-15-0) only ) to the said Board paid by the said owner on the said fifth day of April one thousand nine hundred and thirty-seven in full satisfaction of all principal -monies and interest secured by the hereinbefore recited Intenture 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 acquit release and for ever discharge the said owner) the --



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said Board doth by these presents release dis. charge 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 Indento of Security Deed OR OTHERWISE HOWSOEVER together with the said Security Deed dated the eighteenth day of December one thousand nine hundred and ... thirty-six and all other deeds writings muniment of title whatsoever freed and absolutely dischar ged from all principal monies and interest secur or intended so to be by the said Indenture of .. Security Deed and all claims and demands on acco thereof or in anywise relating thereto AND the. said Board doth hereby covenant with the owner. that the said Board has not at any time heretofo done or executed or knowingly suffered or been. party or privy to anything whereby the said prin cipal sum and interest or the said hereditaments or premises hereby respectively released and dis charged or expressed so to be or any part thereo respectively are is can or may be affected or ... incurmbered in anywise howsoever.

The Schedule



## The Schedule above referred to.

ALL THAT upper roomed brick-built house messuages and tenements now under constructions together with the piece or parcel of revenue free land containing an area of five cottahs one chittack and fifteen -square feet be the same a little more or less situate lying at and being Plot No.58 of the Surplus lands in the Calcutta Improvement Trust Scheme No.XXXIII formed out of portions of old Municipal premises No.104/1, and 104/1/1, Lake Road being a part of Holding No.86, Sub-Division R.Division VI Dihi Panchannagram Thanna Tollygune Sub-Registration Office Alipur in the --District of 24 Pergannas and butted and bounded in the manner following that is to say on the North by the -New 40 ft.wide Road on the South partly by Plot No.52 and partly by Plot No.51 of the said Scheme on the --East by Plot No.59 of the said Scheme and on the West by Premises No.104/1, Lake Road and which said piece er or parcel of land is more particularly delineated on the map or plan annexed to the said original security deed dated the eighteenth day of December one thousand nine hundred and thirty six 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 :-

CHAIRMAN OF THE BOARD

Naush Chandn Basn, Mingrapher to Chairman, Mingrapher to Chairman, Calutte Improve ment Tenst.

## Witness.

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

A trustee of the Calcutta Improvement Trust.

Secretary to the Calcutta Improvement Trust.



SIE DAY OF May DATED THIS The Trustees for the Improvement To. Preo Nath Hore. RELEASE. Re:- Plot No.58 of C. I. T.Scheme Bistriet Sub-Registrar. For the year 1937 Roy Chowdhury & Co., Solicitors.