



admissible under Rule 31, Duly stamped under the Indian Stamp Act 1899, & also as provided by W. Bengal Stamp Amendment Act. 1962. Schedule IA No. 54-6

Rs paid as under.

Rs 200
May 4.
May 2
May 1
May 1

Biary

Registrar of Assurances
Calcutta 2/2/68

THIS INDENTURE made this *Twenty seventh* day of *November* One thousand nine hundred and sixty-seven BETWEEN TURNER MORRISON & COMPANY LIMITED a company incorporated under the Indian Companies Acts and having its registered office at No. 6, Lyons Range in the town of Calcutta hereinafter called the 'Mortgagee' (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART AND ARUN PROPERTIES PRIVATE LIMITED a company incorporated under the Indian Companies Acts and having its registered office at No. 10, Clive Row in the town of Calcutta hereinafter called the 'Company' (which expression shall unless excluded by or repugnant to the -- context be deemed to include its successors and assigns) of the OTHER PART.

W H E R E A S by a Memorandum of deposit of Title Deeds (hereinafter called "the said Memorandum") bearing date the 11th day of July, 1960 executed by Razaur Rahaman Khan therein fully described as the Guarantor and Jamilur Rahaman Khan also therein *and registered at the Calcutta Registry Office in Book No. I, Volume No. 143 Pages 1 to 14 Being* fully described as the Mortgagor in favour of the Mortgagee in *No. 5008 for the year 1960* consideration of the sum of Rs. 96,000/- (Rupees Ninetysix -- thousand) only lent and advanced by the Mortgagee to the said

Jamilur

[Handwritten notes and signatures]



presented for registration on the 12/5/58
 on the 24th day of February 1968
 at the Registrar's Office by
 H. K. Datta
 attorney for Lawrence Morrison & Co Ltd
 under a power of general power of
 attorney No. 53 of 1953
 authenticated by the Registrar or
 Sub-Registrar of Calcutta

Registrar of Assurances
 Calcutta

7/2/68
 Executed in presence of
 in the above named
 the above H. K. Datta
 of 25 Netaji Subhas, We also
 Agent for Lawrence Morrison & Co Ltd
 & Company Ltd

Ask. Datta
 Agent for
 Lawrence Morrison & Co Ltd

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 Dilokan K. Pal
 3 Dilokan Pal
 & Co, Calcutta
 5/11/58
 Calcutta

The impression of
 execution is dispensed with.
 H. K. Datta
 Registrar of Assurances
 Calcutta
 7/2/68

Jamilur Rahaman Khan in manner stated therein, the said Razaur Rahaman Khan and Jamilur Rahaman Khan respectively admitted and acknowledged to have respectively deposited with the Mortgagor in the town of Calcutta in the manner therein described their -- respective Title Deeds and Documents fully specified in Part I and Part II of the Second Schedule thereunder written with intent to create a mortgage in favour of the Mortgagee by such deposit of Title Deeds and Documents in respect of and affecting their -- respective interest of and in relation to ALL THAT the building lands hereditaments and premises No. 15 Palm Place particularly described in Part I and Part II of the First Schedule thereunder written (of which the Guarantor was the Lessor and the Mortgagor was the Lessee under the Lease dated the 1st day of July 1960) with intent to secure repayment of the said sum of Rs. 96,000/- lent and advanced by the Mortgagee to the Mortgagor under the circumstances mentioned in the said Memorandum and repayment whereof was guaranteed by the said Razaur Rahman Khan.

AND WHEREAS by an Indenture of further charge bearing date the 20th day of December, 1961 made between the said Razaur Rahaman Khan as the Guarantor and the said Jamilur Rahaman Khan as the Borrower of the one part and the Mortgagee of the other part and registered at the Calcutta Registry Office in Book No. 1 Volume No. 167 Pages 32 to 40 Being No. 6146 for the year 1961 in consideration of the sum of Rs. 46,000/- (Rupees Fortysix - thousand) only further lent and advanced by the Mortgagee to the said Jamilur Rahaman Khan the said Razaur Rahaman Khan and Jamilur Rahaman Khan respectively did thereby admit and acknowledge that their said deposit of Documents of Title specified in Part I and Part II of the Second Schedule to the said Memorandum dated the 11th day of July 1960 hereinbefore recited in respect of and -- affecting their respective interest of and in relation to the said building lands hereditaments and premises No. 15 Palm Place more particularly described in Parts I and II of the First Schedule to

the



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the said Memorandum and in Parts I and II of the Schedule to the said deed of further charge would continue to be further charged as and by way of a further security for the due discharge or repayment of as well the said further advance of Rs. 46,000/- (Rupees fortysix thousand) only as of the said sum of Rs. 96,000/- (Rupees ninety six thousand) only making together Rs. 1,42,000/- (Rupees one lac and fortytwo thousand) only and other monies -- secured by the Mortgage by deposit of Title Deeds as aforesaid as mentioned therein.

AND WHEREAS by an Indenture of Conveyance made and bearing date the 24th day of May 1960 the said Razaur Rahaman Khan for the consideration therein mentioned granted transferred and conveyed unto Tularam (India) Ltd. all those the said premises No. 15, Palm Place and premises 13/1, Ballygunge Park Road fully described in the Schedule thereunder written TOGETHER WITH the estate right title interest claim and demand of the said Razaur Rahaman Khan free from all other encumbrances but subject nevertheless to the said mortgage created by deposit of title deeds and the further charge in favour of the Mortgagee and the said lease dated the 1st day of July 1960 granted by the said Jamilur Rahaman Khan in favour of the Mortgagee affecting the said premises No. 15, Palm Place, Calcutta and also the Lease dated the 20th day of October 1959 granted by the said Razaur Rahaman Khan to the said Jamilur Rahaman Khan.

AND WHEREAS by an Indenture of Transfer of Lease made and bearing date the 24th day of May 1965 between the said Jamilur Rahaman Khan of the one part and the said Tularam (India) Limited of the other part the said Jamilur Rahaman Khan for the consideration therein mentioned as beneficial owner transferred and assigned unto the said Tularam (India) Ltd. as all that the said building lands hereditament and premises No. 15 Palm Place demised

unto



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unto the said Jamilur Rahaman Khan under the Indenture of Lease dated the 20th October 1959 by the said Razaur Rahaman Khan -- TOGETHER WITH all the estate right title and interest claim and demand of Jamilur Rahaman Khan.

AND WHEREAS by an Indenture of Conveyance made and bearing date the 8th day of December 1966 the said Tularam (India) Limited for the consideration therein mentioned granted transferred and conveyed unto the said Arun Properties Private Ltd. All those the said premises No. 13/1, Ballygunge Park Road and the said building lands hereditaments and premises No. 15 Palm Place fully described respectively in Parts I and II of the Schedule thereunder written free from all other encumbrances but subject nevertheless to the said mortgage created by deposit of title deeds and the Further Charge in favour of the Mortgagee and the said Lease dated the 1st day of July 1960 as hereinbefore recited.

AND WHEREAS the said Arun Properties Private Limited paid the balance of principal amounts due under the said mortgage by deposit of title deeds as recorded in the said Memorandum and Further Charge dated respectively the 11th day of July, 1960 and 20th day of December, 1961 together with the interest thereon and all other sums payable to the Mortgagee as provided under the said Memorandum and Further Charge.

AND WHEREAS the said Arun Properties Private Limited being entitled to the rights and liabilities of the said Razaur Rahaman Khan and Jamulur Rahaman Khan and having repaid the said loans have requested the Mortgagee to Release and Re-transfer the said messuages tenements lands hereditaments and premises secured by the hereinbefore recited Mortgage by deposit of title deeds and Further Charge.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the premises the Mortgagee

doth



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doth hereby grant release and confirm unto Arun Properties Private Ltd. ALL THOSE messuages buildings lands hereditaments tenements and premises described in the Schedule hereto and -- comprised in the said mortgage by way of deposit of Title Deeds as mentioned in the said Memorandum and Further Charge as aforesaid with all the legal incidents thereof TO HOLD the same unto the Arun Properties Private Ltd. absolutely and for ever freed and discharged from the said Mortgage by way of deposit of title Deeds and the Further Charge as aforesaid and from all principal moneys interest expenses and other moneys due and payable under the said Memorandum of Deposit of Title Deeds and the said Further Charge and secured or intended to be secured thereunder and from all actions suits claims and demands of the Mortgagee or in -- respect thereof or in anywise relating thereto and from all -- covenants stipulations and agreements expressed or contained in the said Memorandum of Deposit of Title Deeds and the said -- Further Charge AND the Mortgagee doth hereby covenant with Arun Properties Private Ltd. that the Mortgagee has not at any time heretofore done omitted committed suffered or been party or privy to any act deed or thing whereby the said property and premises hereby expressly released and confirmed are or is or may be -- encumbered or whereby the Mortgagee is or may be prevented from releasing and confirming the same unto Arun Properties Private Ltd. in manner aforesaid.

THE SCHEDULE ABOVE REFERRED TO :-

ALL THAT partly I partly II and Partly III storied brick built tenements dwelling house together with land and hereditaments thereunto belonging and whereon or on part whereof the same is built containing an area of One Bigha Thirteen Cottahs, Seven Chittacks and Thirty Square feet more or less being premises No.



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15, Palm Place formerly known as premises No. 4/1, Old Ballygunge Second Lane within the Municipal limits of the town of Calcutta being part of Holding (formerly No. 88A and 94) new Nos. 326 and 327 in Sub-Division H Division V Mouza Ballygunge in Dehi Panchanogram, Police Station Ballygunge Sub-Registry Sealdah in the District of Twentyfour Parganas (together with messuages buildings and other erections erected thereon and commonly known as Adela Court and now being the premises No. 13/1, Ballygunge Park) and butted and bounded in the manner following that is to say, on the North now partly by Ballygunge Second Lane and partly by premises No. 13/1, Ballygunge Park but according to the earlier Title Deed partly by Old Ballygunge Second Lane and partly by premises No. 4, Old Ballygunge Second Lane on the East now partly by 13/2, partly by 29/7, and partly by 29/5, Ballygunge Park but according to the earlier title deeds partly by premises No. 3, and partly by premises No. 10, Old Ballygunge Second Lane on the South now partly by premises No. 6, Old Ballygunge Second Lane partly by 29/3, and partly by 29/4, Ballygunge Park but according to earlier title deed partly by premises No. 9 and partly by premises No. 6, Old Ballygunge Second Lane and on the West by premises No. 5, Old Ballygunge Second Lane OR HOWSOEVER OTHERWISE the said land and premises which at any time heretofore were or was and now are or is situated known numbered -- called and distinguished.

IN WITNESS



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IN WITNESS WHEREOF the Mortgagee has executed these presents the day month and year first above written.

THE COMMON SEAL of the above-named Turner Morrison & -- Company Limited has hereunto been affixed in the presence of :

Satish Chandra
Mercantile Assistant,
6, Lyon Range,
Calcutta

R. M. Saha
Mercantile Assistant
6, Lyons Range,
Calcutta.

For and on behalf of
TURNER, MORRISON & CO., LTD.

[Signature]
Director.

[Signature]
Secretary.



10 7/17
Registrar Insurance

351
57128-11-11
No. 47257
DATED THIS 27th DAY OF November 1967.
118
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Prasad
Book 1st 7
Volume No. 53
Pages 47 to 53
Being No. 548
For the year 1968

Dr/50



Prasad

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Calcutta

16-2-68

BETWEEN
TURNER MORRISON & COMPANY LIMITED.
AND
ARUN PROPERTIES PRIVATE LIMITED.

R E L E A S E



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Calcutta

G. C. CHUNDER & CO.
Solicitors.
6, Old Post Office Street,
Calcutta.