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Sub-Region 7 Section 7 travion A

20th day of Octob

One Thousand Nine Hundred and Fiftynine BETWEEN Razaur Rahaman Khan son of Mador About Raine William present of 13/1, Ballygunge Park Ballygunge, Calcutta, (hereinafter referred to as the Lessor which expression shall unless excluded by or repugnant to the context inclu heirs successors administrators and assigns) of the ONE PART and Jamilur Rahaman Khan son of the aforesaid Razaur Rahaman Khan at present of 13/1, Ballygunge Park, Ballygunge, Calcutta (hereinafter referred to as the Lessee which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators repredentatives and assigns) of the OTHER PART.

and of the covenants conditions and agreements hereinafter contained and on the part of the Lessee to be paid observed and performed the Lessor doth hereby demise unto the Lessee ALL THAT Premises No.15, Palm Place (now a piece and parcel of Premises No.13/1, Ballygunge Park, Ballygunge, in the suburb of Calcutta, Thana Ballygunge, Subsequence Sealdah, more fully described in the Schedule marked "A" attached hereto (and henceforth to be known as "Adela Court") and together with the right to the Lessee his servants agents employees to use the common entrances and pathways for the purpose of ingress to and egress from the said Adela Court" and all of which hereinafters for the sake of brevity collectively referred to as the "said premises".

To Hold the said premises unto the Lessee for the term of Twentynine Years (and subject to some determination on the part of the Lessee as hereinafter provided) commencing as from the First day

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eresented for registration as 10-5-Kazar Rahan Klen Mu J. R. Chan i Stace Cosh en en tie un protitie. 21.60.5 of August 1959 (One Thousand Nine Hundred and Fiftynine) YIEL DING AND PAYING therefor unto the Lessor during the said term a monthly rent of Rs.1CO/- (Rupees One Hundred Only) exclusive of both Owner's and Cccupier's share of the taxes (which are payable or which may become payable hereafter) payable on the Fifth day of each and every month for the month for which it is due, AND ALSO YIELDING AND PAYING in the event of and immediately upon the said term being determined by reentry or otherwise under the provisions hereinafter contained a proportionate part of the said rent for the fraction of the current month up to the day of sugh re-entry or determination and clear of all deductions.

AND THE LESSEE HEREBY COVENANTS WITH THE LESSOR in the manner following (that is to say) :-

- 1... That the Lessee will during the said term pay the monthly rent hereinbefore reserved on the days and in the manner aforesaid without any deductions or abatement whatsoever.
- 2... And will have the said premises reconstructed/altered in accordance with the Plan sanctioned by the Calcutta Municipality and attached hereto marked Schedule "B".
- And will not at any time during the said term carry on or permit to be carried on or committed in the said premises or any part thereof any offensive noisy or dangerous trade business or manufacture or any nuisance.
- And will at the expiration or sooner determination of the said term peaceably and quietly yield and deliver up possession of the said premises to the Lessor.
- And will also permit the Lessor his surveyor or agent at any time or times during the said term on giving previous notice to enter the said premises or any part the reof during reasonable hours in the day time and to make inventories of the fixtures articles or things to be yielded up at the expiration of the said term hereby granted.
- And further that if at any time any one or more of the said monthly rents or any part thereof shall remain unpaid for Three months after the dates whereon they respectively are made payable as aforesaid whether the same shall have been legally demanded or not or in

Sub-Register anthorised under Section 7 of the Indian Register traction Act in the Registrar, Calcusta.

case the Lessee be declared insolvent or enter into composition with any of his creditors or in case of any breach of any of the covenants or conditions by the Lessee herein contained and on his part to be observed and performed then and in any of the said cases it shall or may be lawful for the Lessor to re-enter possess and enjoy the said premises and immediately thereupon the said term shall absolutely cease and determine.

AND THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:(I)... That the Lessee performing and observing all the covenants and conditions herein contained and on its part to be observed and performed may quietly hold and enjoy the said premises during the said term without any interruption by the Lessor or any person or persons claiming through him.

(II)... And that the Lessor will pay or cause to be paid all rates and taxes and outgoings which are payable now or which may become payable hereafter in respect of the said premises.

AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO:-

("a")... That in the event of the said premises or any part thereof being acquired or requisitioned by Government or any Local Authority under any Act for the time being in force then and immediately upon the publication of any declaration of intended acquisition this lease shall determine and the Lessee shall therefrom be absolved from liability to pay rent and observe and perform the covenants and conditions herein contained and on the part of the Lessee to be observed and performed and the Lessee shall not be that the Lessee to be observed to be entitled to any compensation in respect of such acquisition or requisition from the Lessee may be awarded as a tenant.

("b")... That the Lessee may terminate the Lease any time during the said term of Twentynine years by first giving to the Lessor Six clear calendar months' notice in writing according to the English calendar and the Lessor shall be bound to accept such notice or Six months' rent in lieu of such notice for the determination of the lease and without any objection whatsoever provided always that the Lessee shall have paid fulfilled observed and performed the covenants and condition hereinbefore reserved and on the part of the Lessee to be paid ful-



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filled observed and performed.

("c")... That the Lessee may let out the said premises or any part thereof to anyone whatsoever the Lessee may wish.

IN WITNESS WHEREOF these presents have been executed by the parties hereto on the day and year first above written.

SIGNED and DELIVERED by the aforesaid Razaur Rahaman Khan in the presence of :-

Razars Rahman Khan.

Occupation: - lea Hantin

Address: 2. Subvarrardy are m. Calcula -17

SIGNED and DELIVERED by the aforesaid Jamilur Rahaman Khan in the presence of :-

LESSEE.

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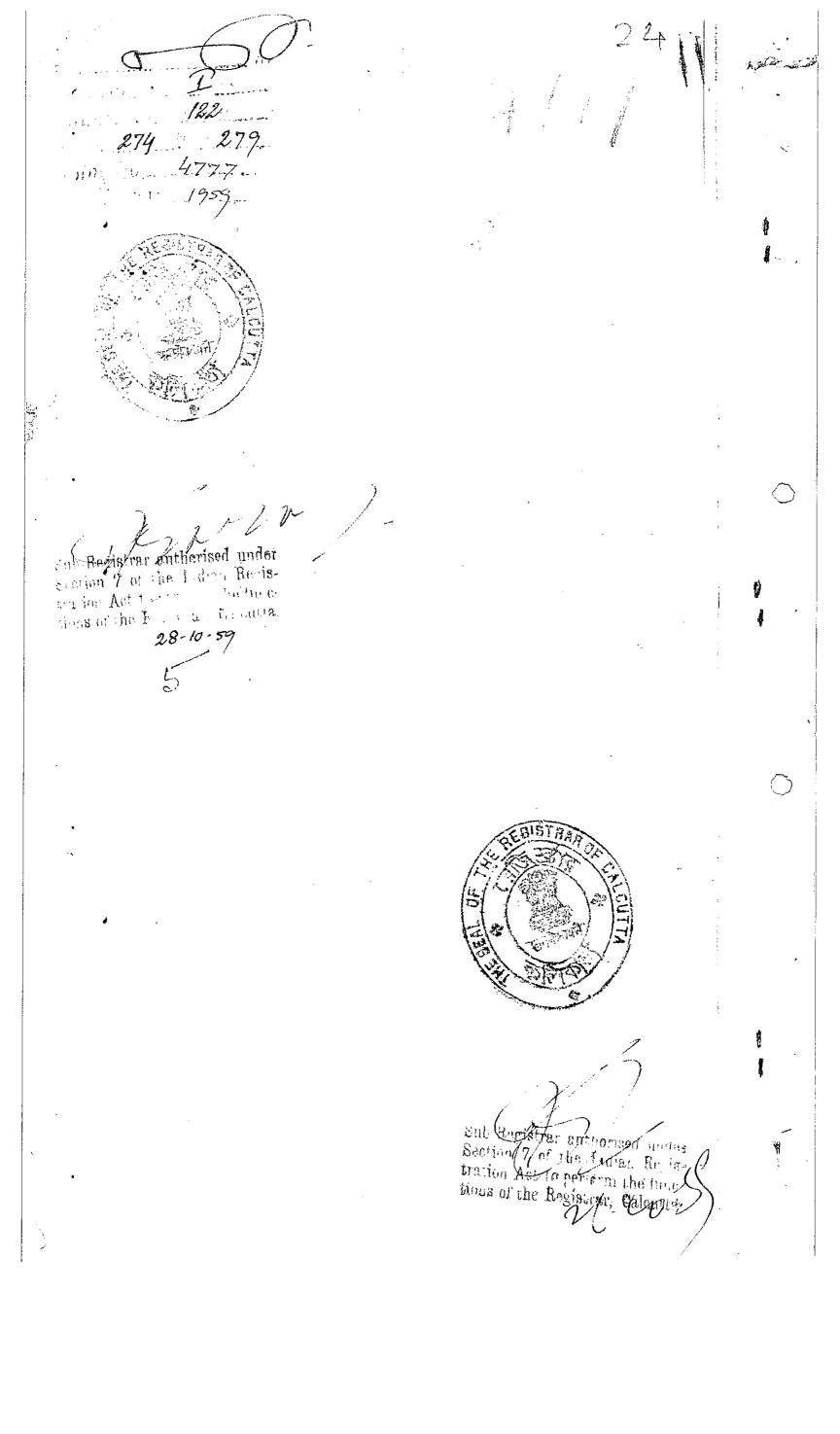
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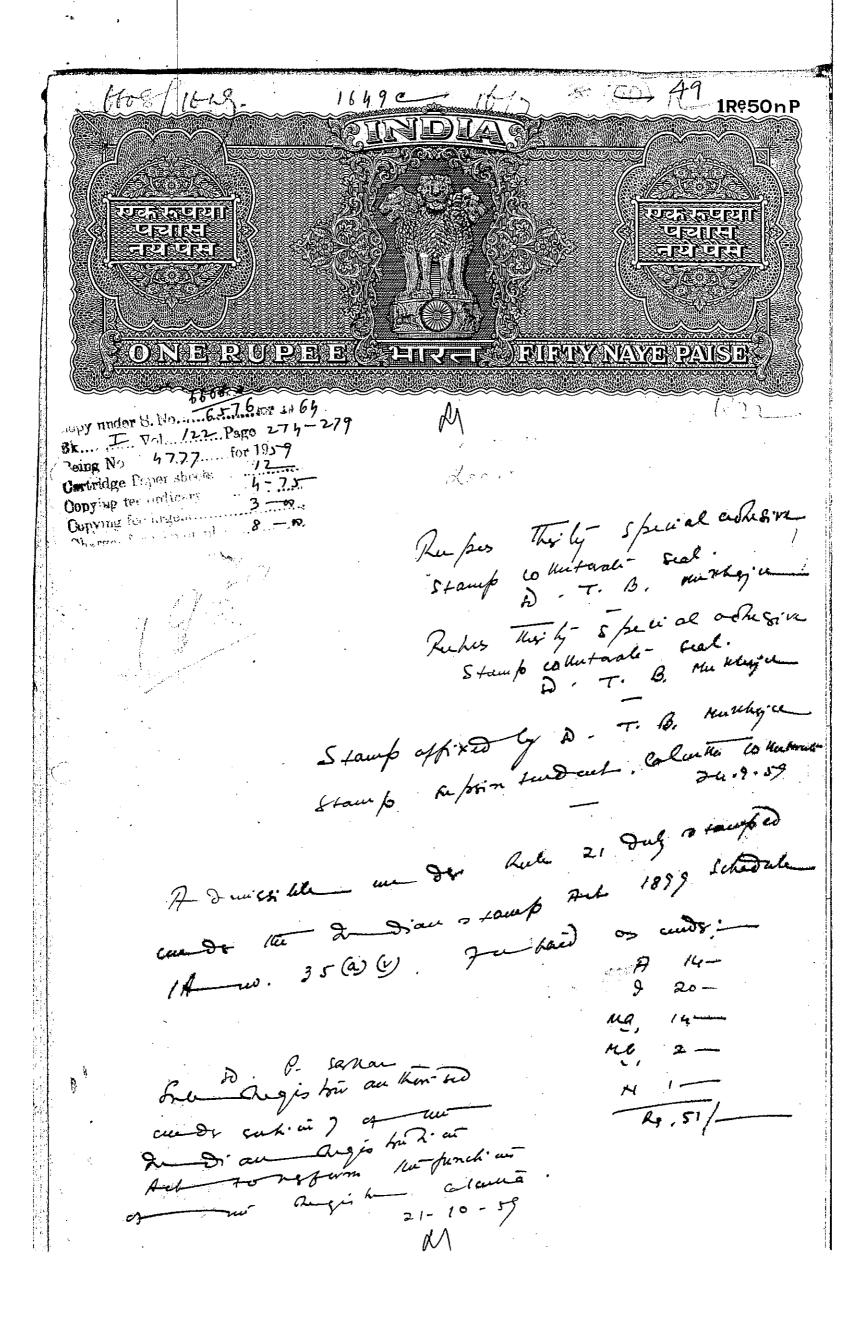
## SCHEDULE

All that three-storied messuage, building tenement to be constructed (as per plan marked "B" attached hereto) on the site (as delineated in the site plan on the plan marked "B" attached hereto) and being Premises No.15, Palm Place (now a piece and parcel of premises No.13/1, Ballygunge Park, Ballygunge in the suburb of Calcutta, Thana Ballygunge, Sub-Registry Sealdah and consisting of Three separate selfcontained flats (one on the Ground Floor; one on the First Floor; and one on the Second Floor) and together with the right to the Lessee his servants agents, employees to use the common entrances of the said premises No.13/1, Ballygunge Park, Ballygunge, in the suburb of Calcutta, and pathways for the purpose of ingress to and egress from the said premises No.15, Palm Place (a piece and parcel of the said Premises No.13/1, Ballygunge Park, Ballygunge, in the suburb of Calcutta) henceforth to be known "Adela Court" and three motor garages and six servants' rooms to be situated in the compound of the said premises and the joint use to the Lessee his servants agents workmen, employees of the gardens and lawns now being in the said premises No.13/1, Ballygunge Park all of which collectively have been referred to in this lease as the "said premises". in 24- Kangamas.

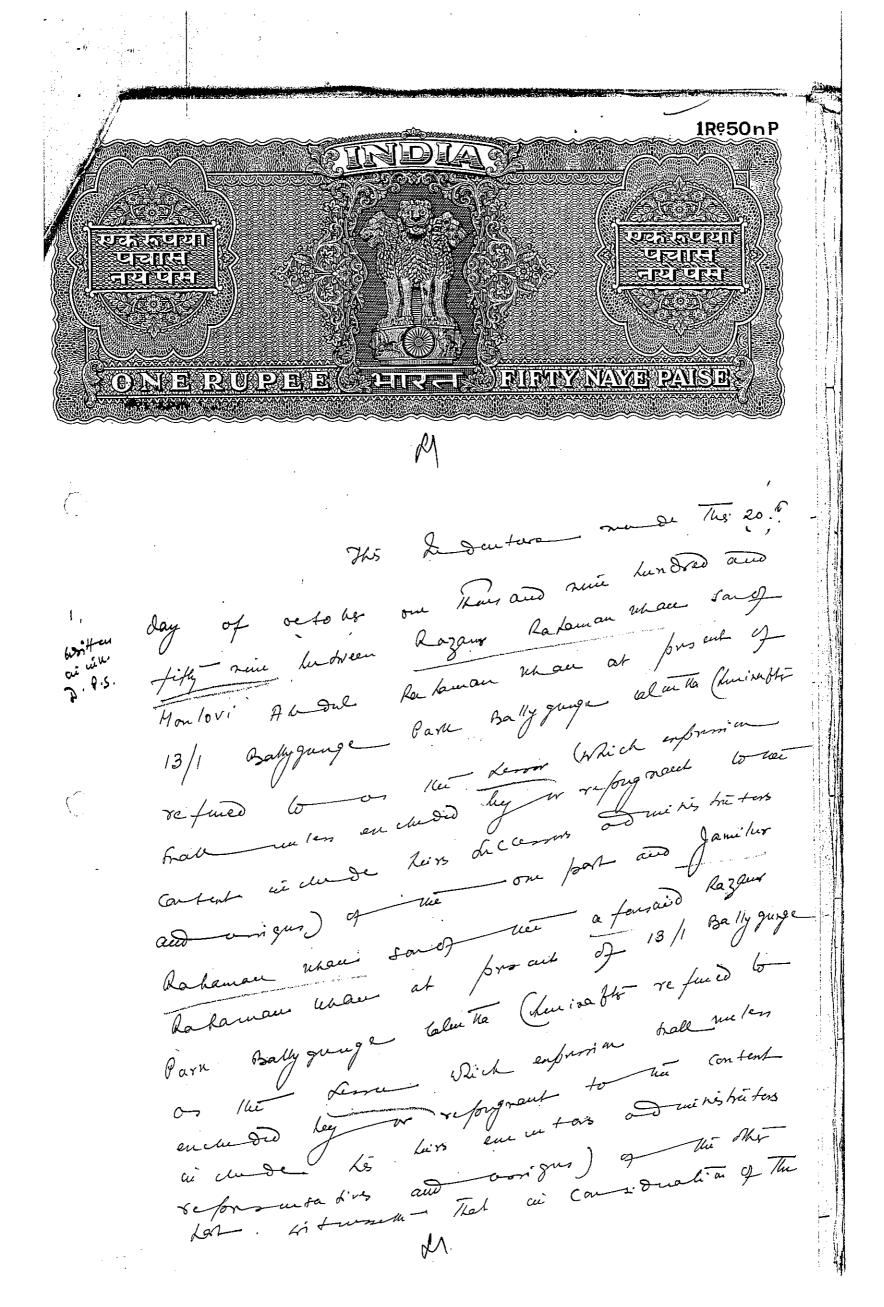
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