10067 (24) 4777

INDIA RUPEES THIRTY SPECIAL ADHESIVE Rs.30 INDIA RUPEES THIRTY SPECIAL ADHESIVE Rs.30

STAMP AFFIXED BY.

35(a)(v)

STAMP SUPERENTENDENT.
CALCUTTA COLLECTORATE.

Sub-Registrar authorised under Section 7 of the Indian Registration Act [illegible] tions of the Registration [illegible]

THIS INDENTURE made this 20th day of October, One Thousand Nine Hundred and Fiftynine BETWEEN Razaur Rahaman Khan son of Mansur Abdur Rahman Khan at 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.

WITNESSETH that in consideration of the rent hereby res and of the covenants conditions and agreements hereinafter contai 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, Sub-Registry 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 hereinafte 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 sooer determination on the part of the Lessee as hereinafter provided) commencing as from the First day

Presented for registration at 10.57 Am
at the Calcutta Registration Office
on the 21st day of October 1959
By Razzam Rahman Khan one of the Executors —

Razaur Rahman Khan

Sub-Registrar [illegible] under
Section [illegible] Regis-
tration [illegible]
tion [illegible]
21.10.59

Identified by
Razzam Rahman Khan
son of Mauluvi [illegible]
Rahman Khan of No 13/1,
Ballygunge Park,
Ballygunge Calcutta
[illegible] Muslim
[illegible]
son of R. A. Khan
son of Razzam
Rahman Khan [illegible]
[illegible]
[illegible]

Razaur Rahman Khan

J. R. Khan

C. C. David
s/o [illegible] of
Mission Row Extension
Calcutta Real Estate
Agent

Thumb impression of the
executant is [illegible] herewith.

Sub-Registrar [illegible]
[illegible]
[illegible]
[illegible]
21.10.59

of August 1959 (One Thousand Nine Hundred and Fiftynine) YIELDING AND PAYING therefor unto the Lessor during the said term a monthly rent of Rs.100/- (Rupees One Hundred Only) exclusive of both Owner's and Occupier'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 re-entry 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 such 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".

3... 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.

4... 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.

5... 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 thereof 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.

6... 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-Registrar authorised under
Section 7 of the Indian Regis-
tration Act to perform the func-
tions of the Registrar, Calcutta.

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 entitled to any compensation in respect of such acquisition or requisition from the Lessor but shall be entitled to receive any compensation which 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 conditions hereinbefore reserved and on the part of the Lessee to be paid ful-

THE SEAL OF THE REGISTRAR OF CALCUTTA

Sub-Registrar authorised under
Section 7 of the Indian Regis-
tration Act to perform the fu-
tions of the Registrar, Calcutta.

21-10-85

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 :-

Razaur Rahman Khan.

LESSOR.

Witness:-.....

Occupation:-.....

Address:-.....

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

J. R. Khan

LESSEE.

Witness:-.....

Occupation:-.....

Address:-.....

THE SEAL OF THE REGISTRAR OF CALCUTTA

Sub-Registrar authorised under
Section 7 of the Indian Registration Act to perform the functions of the Registrar, Calcutta.

21-10-59

S C H E D U L E "A"

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 self-contained 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-Parganas.

Rajani Ranjan Khan
Lessor.

.....

J. R. Khan
Lessee.

day

24

I
122
274 279
4777
1959

Sub-Registrar authorised under Section 7 of the Indian Registration Act to perform the functions of the Registrar, Calcutta.
28-10-59
5

Sub-Registrar authorised under Section 7 of the Indian Registration Act to perform the functions of the Registrar, Calcutta.

1649 — 49

1Re50nP

INDIA

एक रुपया पचास नये पैसे

ONE RUPEE FIFTY NAYE PAISE

Copy under S. No. 6576 for 1964
Bk. I Vol. 122 Page 274–279
Being No. 4777 for 1959
Cartridge Paper sheets 12
Copying fee outdoors 4-75
Copying fee urgent 3-00
Other charges 8-00

Rupees Thirty special adhesive stamp cancelled seal.
D. T. B. Mukherjee

Rupees Thirty special adhesive stamp cancelled seal.
D. T. B. Mukherjee

Stamp affixed by D. T. B. Mukherjee
Stamp refund. Calcutta the 30.9.59

A deficiency under Rule 21 duly stamped under the Indian stamp Act 1899 Schedule 1A no. 35 (a) (v). further paid as under:—

A	14—
J	20—
MA	14—
MB	2—
M	1—
	Rs. 51/—

P. Sarkar
Sub Registrar authorised under section 7 of the Indian Registration Act to perform the functions of the Registrar Calcutta
21-10-59

No. 5772 Dated 16 7 69

Sold to [illegible] 8/3/1, Dalhousie Park Rd

By [illegible]

Certified that a single Stamp of the value of 3 10 required for this document is [illegible] & that the smallest number of stamp which can furnish so as to make up the required amount is as follows:-

[illegible]

Licensed Stamp Vendor,
Calcutta Registration Office.

1Re.50nP

INDIA

एक रुपया पचास नये पैसे

एक रुपया पचास नये पैसे

ONE RUPEE भारत FIFTY NAYE PAISE

This Indenture made the 20th day of October one thousand nine hundred and fifty nine between Razzak Rahaman whose son of Moulovi Abdul Rahaman whose at 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 include his successors and assigns) of the one part and Jamilur Rahaman whose son of the aforesaid Razzak Rahaman whose 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 executors and administrators and assigns) of the other part. Witnesseth that in consideration of the

1. written as like D.P.S.

No. 5772 Dated 16.7.64

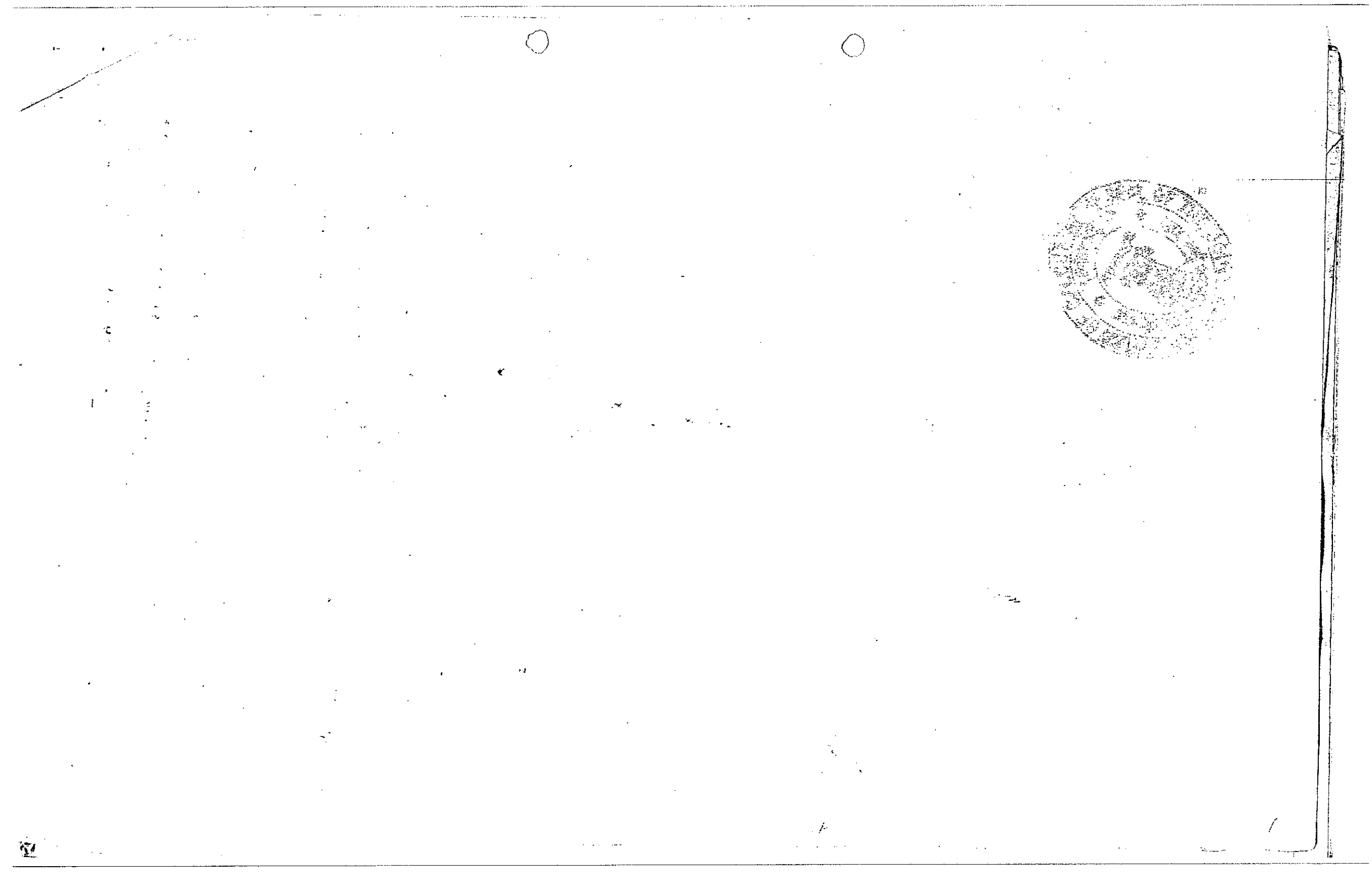
Sold to [illegible]

Rs. 1/0 Nil.

Certified that a single Stamp of the value of Rs. [illegible] required for this document is not available & that the smallest number of stamp which I can furnish so as to make up the required amount is as follows:-

Licensed Stamp Vendor
Calcutta Registration Office

rent hereby reserved 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 (2000 a piece and parcel of premises no. 13/1 Ballygunge Park Ballygunge in the suburb of Calcutta Thana Ballygunge Dist- Alipore Sadar more fully described in the schedule marked "A" attached hereto (and hereinafter to be known as "A dela Cart") and hereby with the right to the Lessee his servants agents employees and the common entrances and passageways for the purpose of ingress to and egress from the said "A dela Cart" ~~and hereby with the right to the Lessee~~ and all which hereinafter referred to as the "said premises" To Hold the said premises unto the Lessee for the term of Twenty nine years (subject to Sooder determination on the part of the Lessee as hereinafter provided) commencing as from the first day (2nd Sept) of August 1959 (one thousand nine hundred and fifty nine) yielding and paying therefor unto the Lessor during the said term a monthly rent of Rs. 100/- (Rupees one hundred only) exclusive

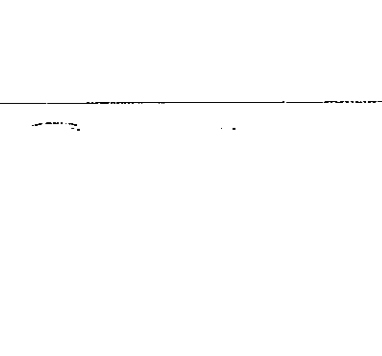


M

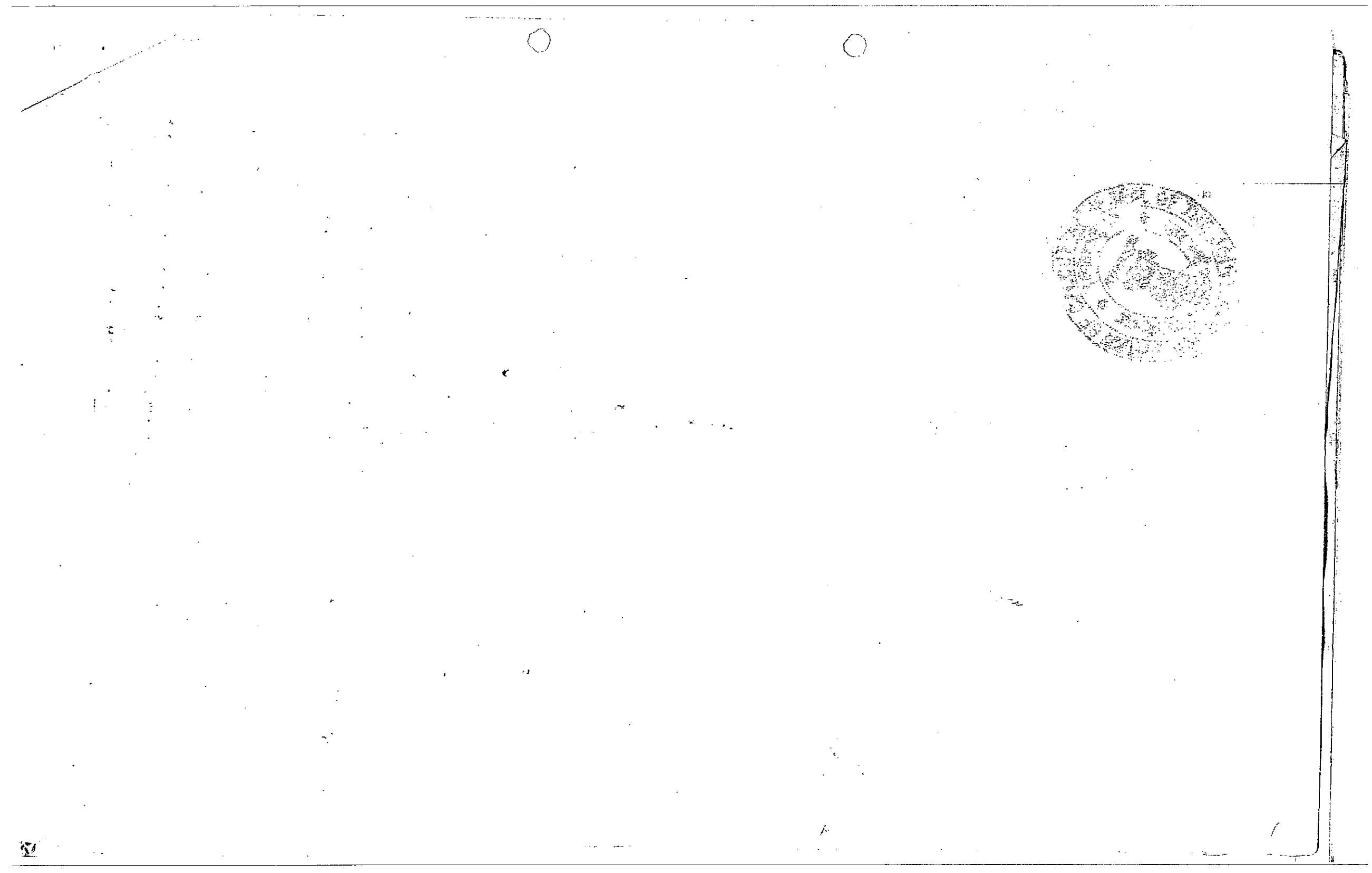
of both owners and occupiers shares of the taxes (which are payable or which may become payable hereafter) payable on the fifth day of each and every month for the month for which it is due and also yielding and paying in the event of and immediately upon the said term being determined by re-entry or 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 such re-entry or determination and the lessee 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 herein before reserved on the days and in the manner aforesaid without any deductions or abate-ment whatsoever. 2. And will have the said premises recast/altered in accordance with the plan sanctioned by the Corporation Municipality and attached hereto marked Schedule "B". 3. And will not 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

M



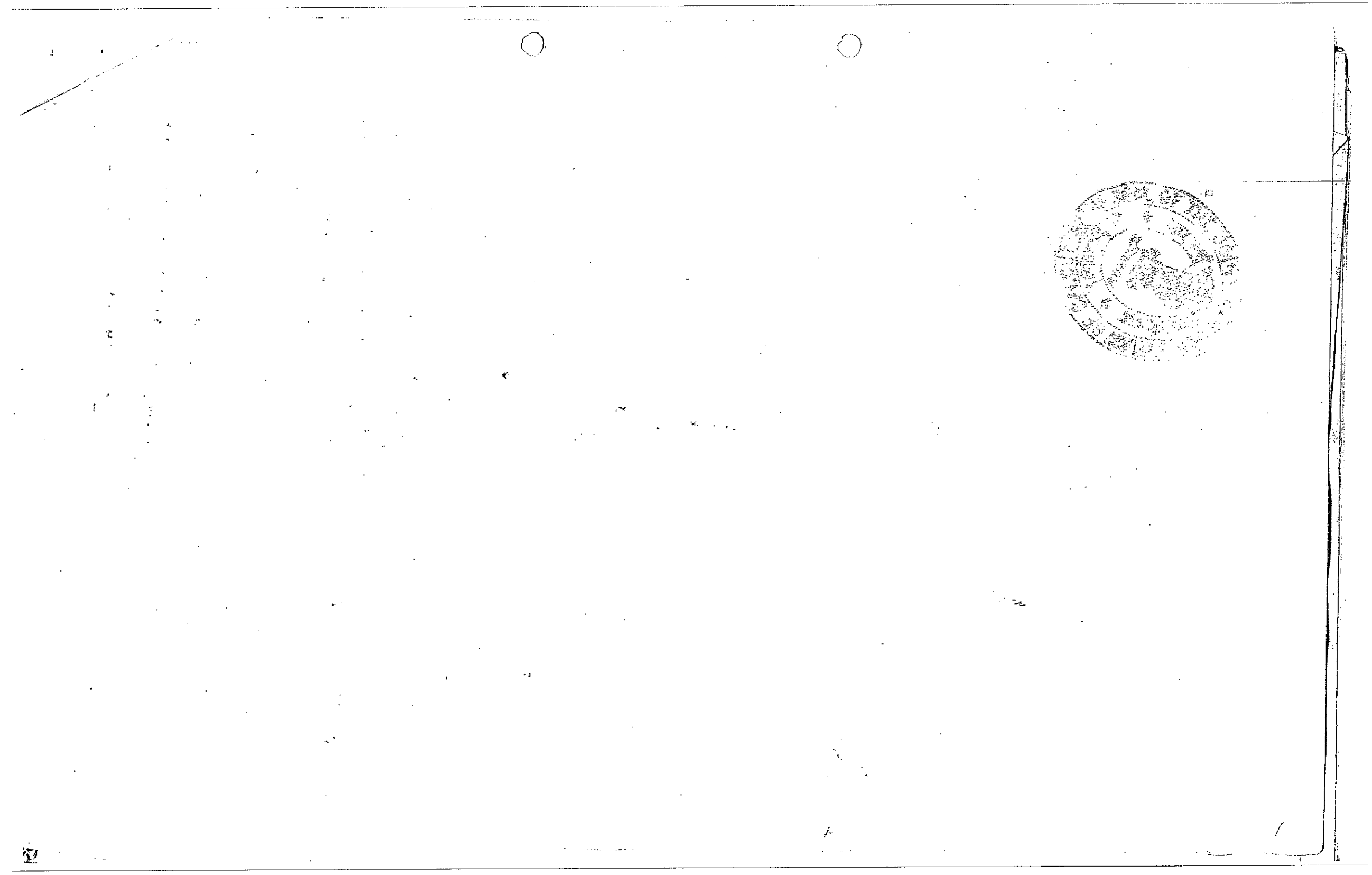
business or manufacture or any nuisance 4.
And also at the expiration or sooner determination of the said term peaceably and quietly
yield and deliver up possession of the said
premises to the Lessor. 5. And also
permit the Lessor his Surveyor or agent at
any time or times during the said term
on giving previous notice to enter the said
premises at any past thereof during reasonable
hours in the day time and to make inventories
of the fixtures articles or things. 6. 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 days whereon they respectively
are made payable as aforesaid whether
the same shall have been legally demanded
or not or in (3 whole) (3) 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



M

Thereupon the said term shall absolutely cease and determine. And the Lessee hereby covenants with the Lessor 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 Lessee will pay all rates and taxes to be paid and outgoings which are payable now or which may become payable hereafter in respect of the said premises. And the Lessor hereby agrees and covenants with the Lessee that:- (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 thereupon 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

M

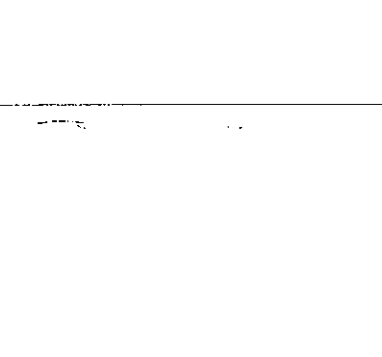


the Lessee shall not be entitled to any compensation in respect of such acquisition or requisition from the Lessee but shall be entitled to receive any compensation which the Lessee may be awarded or in fact

(b) That the Lessee may terminate the Lease any time during the said term of Twenty-nine years by first giving to the Lessor six clear calendar months notice in writing according to the English calendar and the Lessee 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 conditions herein before reserved and on the part of the Lessee to be paid fulfilled (4th part). (4)-fulfilled observed and performed (c) That the Lessee may at any time sell assign transfer or any part thereof to any one whatsoever the Lessee may wish.

In witness whereof the parties hereunto executed by the presents have been executed on the day and year first above written.



Signed and delivered by the aforesaid Razaur Rahaman khan in the presence of:-

witness:- D. Mugikh

occupation:- Tea planter

Address:- 2 Sukrawar Dey avenue Calcutta-17

Razaur Rahaman Khan

Lessor.

Signed and delivered by the aforesaid Jamil Ahmed Rahaman khan in the presence of:-

Witness:- C. C. Samuel

occupation:- Real Estate agent

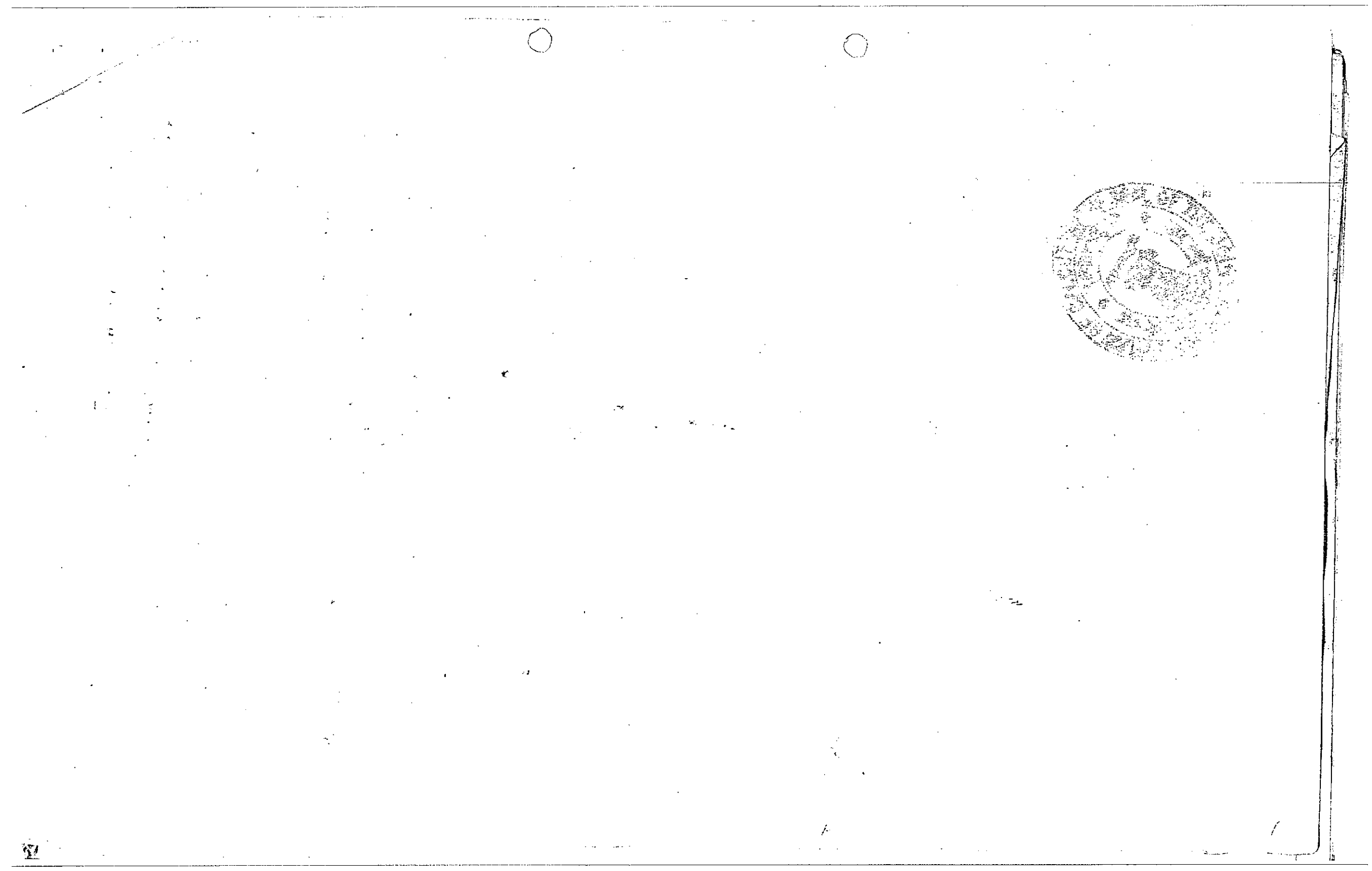
address:- c/o C. C. Samuel & Co.

Calcutta - 1.

J. R. Khan

Lessee.

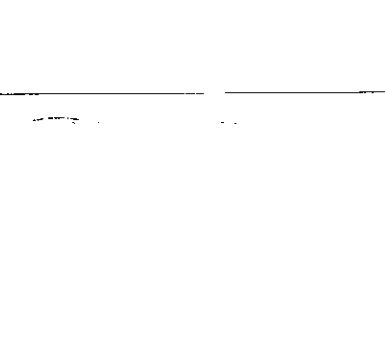
(S M Zafi) 5. Schedule "A" (the that three storied building tenement to be constructed (as per plan marked "B" attached hereto) on the site (as delineated in the site plan on the plan marked "B" attached hereto) and being premises no. 15 Palm Place (now a piece



and parcel of premises no. 13/1 Ballygunge Park Ballygunge in the Suburbs of Calcutta known Ballygunge Sub-Registry Sealdah and consisting of three separate self-contained 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 Suburbs of Calcutta and pathways for the purpose of ingress to and egress from the said premises no. 15 Palm Place Calcutta and parcel of the said premises no. 13/1 Ballygunge Park Ballygunge in the Suburbs of Calcutta) hereinafter to be wooden & Dela Cart and the 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 the lease as the "said premises" in 24 Pergunnas)

Dr Razaur Rahaman Khan
lessor

J. R. Khan
lessee.



Presented for Registration at 10-57 A.M. at the Calcutta Registration office on the 21st day of October 1959 by Razaur Rahaman Khan and execution admitted.

Razaur Rahaman Khan

D. P. Sarkar
Sub-Registrar authorised under section 7 of the Indian Registration Act to perform the functions of the Registrar, Calcutta.
21-10-59

Execution is admitted by Razaur Rahaman Khan son of Maulavi Abdul Rahaman Khan of no. 13/1 Ballygunge park, Ballygunge Calcutta by profession and trade and known to me by J. R. Khan son of Razaur Rahaman Khan of the same place, caste and profession.

Razaur Rahaman Khan

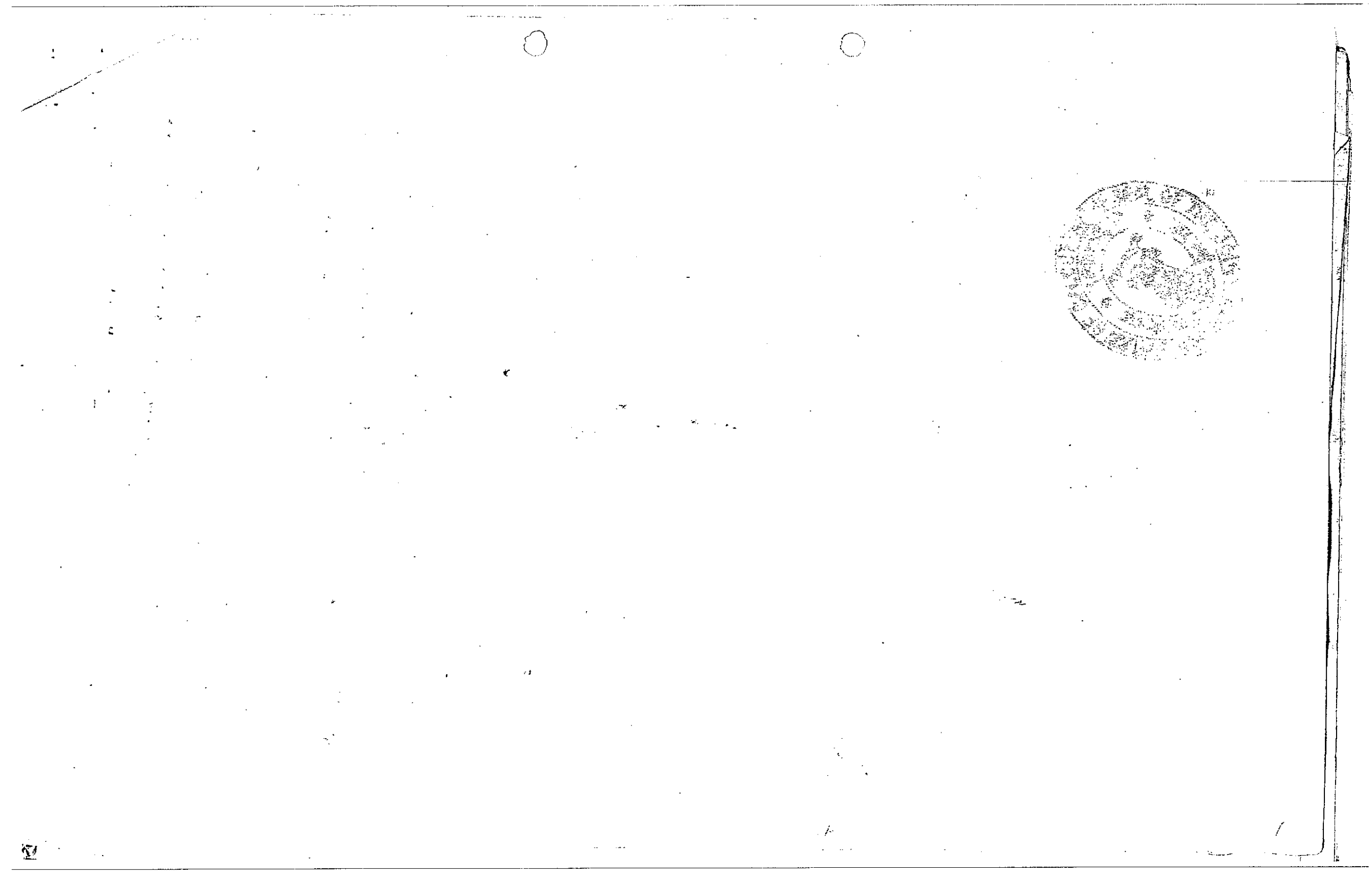
J. R. Khan

Identified by C. C. Daniel of Windsor House Kiriam Row, Extension Calcutta, Real Estate Agent.

C. C. Daniel

Thumb impression of the executant is hereunto affixed in my presence.

D. P. Sarkar
Sub-Registrar authorised under section 7 of the Indian Registration Act to perform the functions of the Registrar, Calcutta. 21. 10. 59



Registered
Book No. I
Volume no. 122
Pages 274 to 279
Being no. 4777
for the year 1959

True copy
P. Sarkar
Sd. Registrar authorised
under section 7 of the
Indian Registration
Act to perform the
function of the
Registrar-Calcutta
28.10.59

(The Seal of the
Registrar of Calcutta)

P. Sarkar
Sd. Registrar authorised
under section 7 of the Indian
Registration Act to perform
the functions of the Registrar
28.10.59 Calcutta

CERTIFIED TO BE A TRUE COPY

Copied Nityananda Chakraborty 28.10.59
Read Sailya Gopal Basak 28.10.59
Compared Mihir Kanti Barua 28.10.59

Sripati Ranjan Paul
Jt. Registrar of Assurances
Calcutta.
27/7/64.

Copied Nagendranath Chakraborty 18.7.64.
Read Anil Kumar Chakraborty 18.7.64
Compared Anil Kumar 18.7.64.

Stamp

Art. F ..... 2 —

Art. G ..... 2 - 75

Fee of swamp

..... 3 72

..... 37

..... 8 — 0

..... 21 · 24

R. R. Khan

16.7.64.

Sub Registrar

Calcutta

25/7/64. 20/7/64