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Rs 2 paid as under  
M. S. R. 200  
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M. S. R. 200  
M. S. R. 200

Returned that the proper stamp duty has been paid on the original which this is a duplicate of

THIS INSTRUMENT made this 10th day of July one Thousand --

Five hundred and Fifty-four BETWEEN SUDHAKSHI KUMAR ROY son of Radha Ballav Roy residing at Village Halata Police Station - Talajang in the District of Dacca and carrying on business at No. 55/31, Gaining Street in the town of Calcutta by caste - Hindu by occupation landholder and trader hereinafter called the "LESSOR" (which expression unless excluded by or repugnant to the context shall be deemed to include him, his heirs, executors, administrators, representatives and assigns) of the One Part -

And HARPROKASH TALWAR son of Lala Amernath Talwar residing at No. 122, Prince Anwar Shah Road in Tollymore in the suburbs of the town of Calcutta by caste Talwar by occupation trader hereinafter called the "LESSEE" (which expression unless excluded by or repugnant to the context shall be deemed to include him, his heirs, executors, administrators, representatives and assigns) of the Other Part WITNESSETH that in consideration of the rent hereby reserved and of the covenants and conditions 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 the premises No. 122/97, Prince Anwar Shah Road being part of O.S. Plot No. 290 comprised in Khatian No. 562 - S. R. in J. L. No. 39 R.S. No. 42 Mouza Arakpore/Khaspore Towji No. 151 in Tollymore in the suburbs of the town of Calcutta more fully and particularly described in the Schedule hereunder written together with the buildings structures drains sewers and all rights, rights, privileges, easements, appendages and appurtenances

S. R. in J. L. No. 39 R.S. No. 42  
M. S. R. 200

Pargana

appurtenances whatsoever thereto and thereunto belonging --  
 (hereinafter referred to as "the demised premises") TO HAVE  
AND TO HOLD the demised premises unto the lessee for a term  
 of 5 (five) years commencing from the date hereinafter mentioned  
XIRBING AND SAYING therefor unto the lessor a monthly rent of --  
 Re. 55/- (Rupees fifty five only) such rent being payable on or  
 before the 10th day of each and every month succeeding the month  
 for which the same is due in the manner and subject to the --  
 conditions hereinafter provided AND the lessee doth hereby --  
 covenant with the lessor as follows :-

1) - That the lessee will during the said term pay the monthly  
 rent hereinafter reserved on the days and in the manner  
 hereinafter provided.

2) - That the lease shall commence on and from the 1st day of  
 September 1954 provided all the works as mentioned in  
 clause 10 of the lessee's covenants and in clause 3 of the  
 the lessor's covenants are done and completed within the  
 said date as otherwise the lease shall commence from the  
 date of completion of the said works but in any event, the  
 lessor shall have to give vacant possession of the demised  
 premises after the completion of the aforesaid works by the  
 15th of October 1954 and otherwise the lessor shall have the  
 right to determine the lease.

3) - That during the said term the lessee shall keep the --  
 demised premises in good and tenantable condition provided  
 the same are delivered in good and tenantable condition --  
 after making the necessary repairs by the lessor and will  
 also maintain and keep in proper working order the hand  
 pump to be fixed up and fitted in by the lessor at his own

S.K.P.  
 H.P. Johnson

own costs in the said premises and will at his own expense exclude and do all petty repairs that may from time to time be required or necessary to be done to the same.

4) -That subject to the provisions of clause 2 of the lessor's covenants hereinafter contained the lessee shall not make any structural alterations and additions in or to the said premises without the previous consent in writing of the lessor but such consent shall not be unreasonably withheld.

5) -That the lessee shall not carry on, or permit to be carried on on the said premises, or any part thereof any dangerous trade or business but shall use the same for residential purpose and for business purpose such as manufacture of chemicals dyes Chinese binc etc.,



6) -That at the expiration or sooner determination of the said term the lessee shall peacefully and quietly yield and deliver up possession of the demised premises with all fittings and fixtures belonging to the lessor therein to the lessor nearly as may be in the same condition as the said premises now are reasonable wear and tear and damage by act of God storm, tempest, earthquake, fire, war, air raid, civil commotion, violence of mob or other inevitable or the consequences thereof being excepted.

7) -That the lessee shall not suffer or permit his interest to be attached or a Receiver to be appointed of his household <sup>interest</sup> in the demised premises.

V.S.K.R.  
J.R. Johnson

8) -That the lessee shall not remove any fitting and fixture now existing or that may hereafter be put up in the said premises by the lessor nor shall do or commit or cause to be done or committed any act, matter or thing that might cause injury to the demised premises during the said term.

9) \* That the lessee shall allow the lessor or his agent \*  
 from time to time and at all times during the reasonable  
 hours in the day time upon 48 hours previous notice in  
 writing with or without workman to enter into the --  
 demised premises to take inventories of the fixtures,  
 articles and things belonging to the lessor and to --  
 view the state of repair and condition of the same  
 and of all defects and want of reparation then and --  
 there found and which the lessee should be liable to  
 make good under the covenants hereinafore contained  
 to give or leave notice in writing to the lessee and  
 that the lessee will within a reasonable time repair  
 the same according to the covenants in that behalf --  
 hereinafore contained.

10) - That the lessee shall advance to the lessor immediately  
 upon the execution and registration of these presents  
 a sum of Rs. 1,800/- (Rupees One Thousand and eight hundred  
 only) to the lessor to erect and construct the boundary  
 walls of the said premises six feet in height at the --  
 places where there are no boundary walls and to make --  
 all necessary repairs to such portions of the existing  
 boundary walls which have been damaged or are not in --  
 repairs and to make additions and alterations thereto so  
 as to make the height thereof in the same level and height  
 with the new boundary walls to be erected as aforesaid, --  
 to have electric installations and connections in the said  
 premises and also to fit in a hand pump and to erect a --  
 sheet iron gate at the main entrance of the demised --  
 premises and to plaster with cement the floor of a --  
 platform or shed (30' feet in length and 15' feet in --  
 breadth) and the lessee shall be at liberty to erect a  
 structure thereon with brick built walls but with --

V.S. K.R.  
*H.P. Jaiswal*

with corrugated or asbestos roof. The said sum of Rs. 1,800/- paid by the lessee to the lessor as aforesaid shall be held by the lessor's agent and nominee Sri Shyam Lal Saha to meet the aforesaid expenses.

11) That the lessee shall be at liberty to get an electric pump fitted in the demised premises at his own costs and to maintain the same also at his own costs and he will be at liberty to remove the same upon the expiration or sooner determination of the tenancy.

12) That the lessee shall be at liberty and have full right to determine this lease after the expiration of three years from the commencement of the lease but not before upon giving one month's notice to the lessor in writing of his intention to do so and after the expiration of such notice, the lease shall stand cancelled and determined and upon such determination, the lessor shall forthwith repay the balance of Rs. 1,000/- then remaining due to the lessee after appropriation of half of the amount of rent by the lessee for the said period as provided in clause 7 of the lessor's covenants.

AND the lessor doth hereby covenant with the lessee as follows :-

1) That the lessee performing and observing all the covenants and the conditions herein contained and on his part to be observed, fulfilled and performed may quietly hold and enjoy the demised premises during the said term without any interruption by the lessor or any person or persons claiming through him.

2) That the lessee shall be at liberty to construct, erect and build at his own costs at the demised premises a structure with brick built walls but with



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with corrugated or asbestos roof measuring thirty feet -- by fifteen feet on the cement plastered platform to be constructed by the lessor at his own costs and the lessee shall be entitled to dismantle and remove the said structure at his own costs upon the termination or sooner determination of the tenancy.

3) That the lessor shall complete the construction and -- erection of the boundary walls, electric installation, electric connection, the fitting of hand pump the construction of gate and cement plastered platform (30' x 15') -- mentioned in clause 10 of the Lessees covenant within the month of August 1954. In default of the said works being done and completed by the lessor within the time aforesaid, the lessee shall be at liberty to cancel this lease and in that event the amount of Rs. 1,800/- advanced to the lessor by the lessee as aforesaid shall forthwith become due and payable to the lessee by the lessor.

4) That the lessor will pay or cause to be paid all rates and taxes and outgoings now payable or hereafter to become -- payable in respect of the demised premises.

5) That if at any time more than two month's rent shall remain unpaid whether the same shall have been legally demanded or not or in case the lessee shall apply for or be adjudged insolvent or bankrupt or enter into composition with his -- creditors or permit or suffer any Receiver to be appointed in respect of the demised premises 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

Premises and immediately thereupon the said terms shall determine.

6) That if the lessee shall during the said terms without the previous consent in writing of the lessor vacate the said premises it shall be lawful for the lessor to take possession thereof for his protection and it shall be lawful for the lessor to re-let the said premises at any rent that may be reasonably obtained for the same.

7) That in the event of the said premises or any part thereof being materially damaged, or destroyed by earthquake, tempest or other act of God, fire or any irresistible force not occasioned by any negligence on the part of the lessee, his servants or agents so as to render the said premises or any part thereof substantially or permanently unfit for the purpose for which the same are demised then and in any such case the lessee shall be at liberty to terminate the lease but in the event of the lessee desiring to continue this lease and the lessor agreeing to repair the damage or injury so caused as aforesaid the lessee shall vacate the whole or such portion of the said premises as may be required to enable

the lessor to repair or to restore them to their former state and condition and in such event the whole or proportional part of the rent as the case may be shall abate till the demised premises are restored to their former condition or the damage repaired and the lessee shall continue to pay the full rent from the date of such reparation or restoration.

8) The lessor shall allow the lessee and the lessee shall be entitled to appropriate half of the monthly rent payable by the lessee as aforesaid namely the sum of --



S.K.R.  
H.P. Johnson

S.K.R.  
H.P. Johnson

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of Rs. 27/8/- (Rupees Twenty-seven and annas Eight only) each  
 and  
 S.K.R. Levery and  
 H.P. Johnson  
 Rs. 1,800/- . Provided however that if upon the expiration  
 or sooner determination of this lease any sum is found  
 due and payable to the lessee on account of the said  
 advance of Rs. 1,800/- or any part thereof then the lessor  
 shall forthwith pay to the lessee the said sum or the  
 balance thereof as shall then remain due and owing, in  
 cash.

AND IT IS HEREBY MUTUALLY AGREED by and between the Lessor  
 and the Lessee as hereunder :-

1) For securing the repayment of the said sum of Rs. 1,800/-  
 advanced by the lessee to the lessor as aforesaid, the  
 lessor has agreed to charge the demised premises for  
 the said sum of Rs. 1,800/- and the demised premises  
 are hereby charged by the lessor in favour of the lessee  
 for the said sum of Rs. 1,800/- subject only to the  
 charge in favour of Messrs. The Eastern Banker & Company  
 from whom the lessor purchased the demised premises  
 under the Security Deed dated the 27th March 1924  
 accounted by the lessor in favour of the said Company  
 but otherwise free from all encumbrances whatsoever  
 and the lessor doth hereby agree to clear the charge  
 in favour of the said Company as and when the same  
 becomes due and if the said charge is not cleared in  
 time and the lessee suffers any loss or damage therefor  
 the lessor shall remain bound to compensate such loss  
 or damage to be suffered by the lessee.

2) That in case the lessee fails and neglects to vacate  
 the said premises upon the expiration of the period of  
 this lease or sooner determination thereof then the



the lessee shall pay to the lessor a sum of Rs. 5/- (Rupee five only) per acre as liquidated damage to the lessor from the date of such determination or expiration until the time the lessee vacates the demised premises.

3) That upon payment in full of the said sum of Rs. 1,800/- the Lessee shall execute and register a proper Release in respect of the chawls on the demised premises. The Lessor shall bear and pay the stamp and registration costs payable in respect of the said Release save as aforesaid both the Lessor and the Lessee shall bear and pay their own costs of and incidental to the preparation and execution of the said Release.

4) That in the event of the said demised premises or any part thereof being acquired by Government or any local Authority under any act for the time being in force -- this lease will determine and the Lessee shall not be entitled to claim any compensation in respect of such acquisition as against the Lessor but without prejudice to the lessee's claim for compensation as against the Government or any local Authority or other authorities acquiring the demised premises.

The Schedule above referred to,



ALL THAT piece or parcel of Mowashi Mohorari Jatharaj land measuring altogether Five Gattas and Forty-three square feet be the same a little more or less corresponding with 0.32 decimal more or less together with one asbestos shed one well, one privy and the boundary walls situate within the limits of Calcutta Corporation in Thane Tollingno, Sub-Station Office Alipore, in the District of Twenty-four

Enc. Alpha

ls

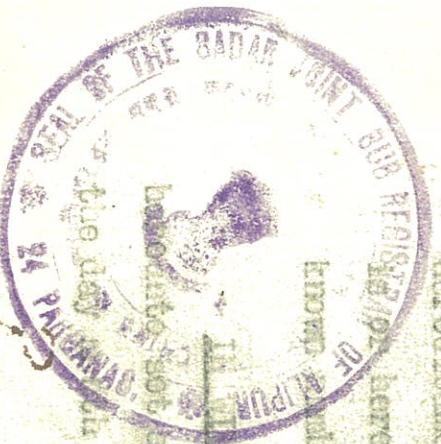
8/11/68

Parganes being premises No. 142/97, Prince Anwar Shah Road and according to the Settlement Records of Rights being part of G.S. Plot No. 290, comprised in Khaitan No. 562 in J. L. No. 39 R. S. No. 42 Mouza Anlepore -- Pargana Keaspore Touzi No. 151 and more particularly -- delineated in the survey plan annexed to the Deed of -- Comengamp dated 27th March 1944 made between Mageswaram Bangur & Co., of the one part and the Lessor of the other part and bordered pink and butted and bounded in the --

*H. P. Johnson*  
to say

as K. R. manner following that is on the North by plot No. 113 --

Scheme No. 142 of the said Mageswaram Bangur & Co., on the East by plot No. 98 Scheme No. 142 of the said Mageswaram Bangur & Co., on the South by Twenty feet wide Road and on the West by Gopindayar Road ON HOWEVER OTHERWISE the said messuage, tenement and dwelling house and land hereditament and premises or any part thereof now are or heretofore were or was situate butted bounded called known numbered described and distinguished. IN WITNESS WHEREOF the Lessor and the Lessee have hereunto set and subscribed their respective hands and seals this 21st day of PAUANNAS 1944 and year first above written.



SIGNED AND DELIVERED

by Sudhansu Kumar Roy at

Calcutta in the presence of :

Rai Lalukti Bahuman Nowi

Attorney-at-law,

5, Marking Street, Calcutta

*R. C. Dasgupta*  
Attorney-at-law,

*Sudhansu Kumar Roy*



Sub-Registrar Parganas

Badar

SIGNED AND DELIVERED

by Harpalsingh Talwar at

Calcutta in the presence of :

Rai Lalukti Bahuman Nowi

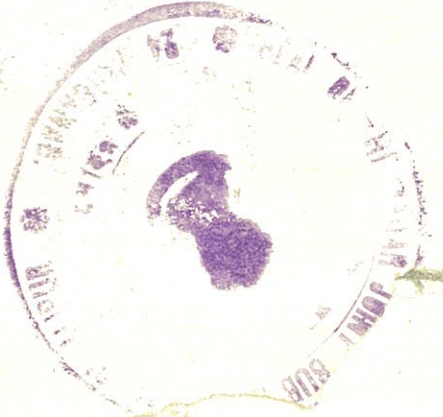
Attorney-at-law,

5, Marking Street, Calcutta

*Harpal Singh Talwar*  
D/10.7.54

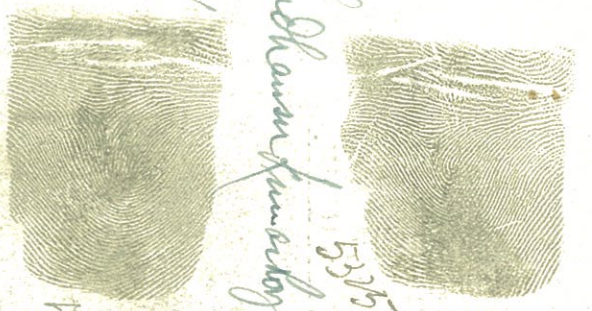


*Harpal Singh Talwar*  
Attorney-at-law,



Presented for registration at 1911-  
.. 19. A.M. on the day  
of 19. 5.41 the office of  
the Sub-Registrar Alipore Sadar  
by Sudhama Kumar Roy Roy on of his  
Executant or claimant or attorney  
f r ..... under  
a Power of attorney No  
for 19 ..... authenticated by the  
Sub-Registrar of

Sudhama Kumar Roy  
Sub-Registrar Alipore  
19 11 19



Sudhama Kumar Roy  
5316

Sudhama Kumar Roy  
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Deepest By Deepest  
Sudhama Kumar Roy and Rajka Bhatia  
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Sudhama Kumar Roy  
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Sudhama Kumar Roy  
Sub-Registrar Alipore  
19 11 19

Dated this 10<sup>th</sup> day of July 1954.

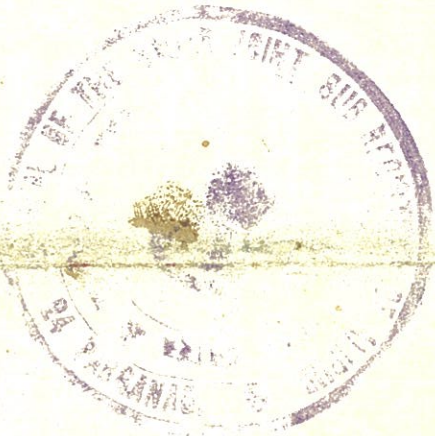
Between

SUDHANGSU KUTAR ROY

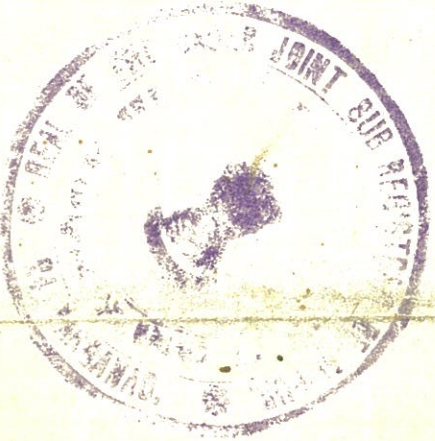
-A n d-

HARPROKASH TATPAR

I F A S F.  
(Private)



Sub-Registrar: A. M. ...



Book No. 187  
Volume No. 5140  
Pages 4836 being No. 4836  
of the Year 1954

Roy Sett & Co.  
Solicitors  
5, Hastings Stn  
Calcutta.

14.7.54  
Sub-Registrar  
Bangalore  
161