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 page numbers...  
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Registering Officer

Certified that this book  
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 have been...  
 left...  
 Joint Sub-Registrar,  
 Calcutta.  
 27.5.63

Decd No 222  
 for 1963.  
 In the name of  
 Special Magistrate  
 Sr. Magistrate  
 Seal of the  
 Collector

This Indenture made this Eleventh day of January one thousand nine hundred and sixty three between Ajayendra Krishna Red son of Kuman Arabinda Krishna Red deceased of no. 25 Shampura Street in the town of Calcutta Kayastha landholder herein after called 'the Lessor' (Lessor's expression shall unless excluded by or repugnant to the context be deemed to include his heirs executors administrators representatives and assigns) of the one part and MOHANSHAM ALLI and SURESH MOHAMMAD SHANKAR BOLT SON of SURESH MOHAMMAD FUSOY deceased and SAKHAR RAJ SON OF PURSHOTAM DECEASED all residing at 25 Shree Bazaar Road in the suburbs of the town of Calcutta heirs after collectively referred to as 'the Lessee' (Lessee's expression shall unless excluded by or repugnant to the context be deemed to include each of them and each of their respective heirs executors administrators representatives and assigns) of the other part whereas by an Indenture of lease dated the 16th April 1941 and made between Kuman Arabinda Krishna Red of the one part and the said Sheikh Mohammed Enayat of the other part and registered at Calcutta Registry Office in Book No 1 volume No 59 pages 88 to 95 being No 1127 of 1942 the said Kuman Arabinda Krishna Red did for the consideration therein mentioned grant (and grant) unto the said SURESH MOHAMMAD FUSOY a lease of the land being Premises No 76/11/3 Cornwallis Street more fully described in the Schedule hereto and also hereto annexed for a period of Ten years commencing from the 1st day of Baisakh 1348 B.S. to 31st Chaitra 1357 B.S. and which has since terminated and remains the buildings and structures standing on the said demise premises were erected by the

AC 32 - A 1010 - 1100 - 61 - 12, 520, 10, 53, 100

India Stamp  
Rubber on hundred  
Special Adhesive  
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Seal of the Collector  
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Rubber thirty  
Special Adhesive  
51. 911g/100  
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Seal of the Collector  
Stamp Affidavit  
51. 911g/100  
Stamp Superintendent  
Collector's Collectorate  
Admission under  
Rule 21 duty stamp  
under the Indian  
Stamp Act 1879  
Schedule 1A No.  
35 (a) (v)  
Fee paid on under  
A 206  
W 208

Said Shaikh Mohammad Eusuf during the period of the lease granted as above said and hence during continuance of the said lease dated 16th April 1941 in said Shaikh Mohammad Eusuf's was during his life time granted by the said school deed intabati on or about 28th July 1946 leaving the leasee Mohd. Ali and Shaikh Mohammad Shaukat and one Murshid Ali since deceased his son and as such some of the heirs under the said school of Mohammad Eusuf and others the leasee under the said intabati of lease dated 16th April 1941 are intabated in the said buildings and structures as shown thereof All some of the heirs of the said Shaikh Mohammad Eusuf and his wife of their purchase from the other heirs of Shaikh Mohammad Eusuf of their shares under an intabati of conveyance dated the 16th September 1942 registered at Calcutta Registry office in 13000 No. 1, Volume No. 74 pages 192 to 201 being no. 3855 for the year 1947 that reference by an intabati of lease dated 22nd day of August 1951 said made between the said Murshid Ali and Shaikh Mohammad Shaukat of the other part and the said Shaikh Mohammad Eusuf's Krishna Deb of the one part and the said Shaikh Mohammad Shaukat of the other part and the said Shaikh Mohammad Eusuf's Krishna Deb did for his construction, here in intabated demise unto the said Shaikh Mohammad Eusuf's Krishna Deb for the period of ten (and page) 3 years commencing from 1st day of August 1951 and ending on the 31st day of August 1951. And whereas the said intabati of lease dated the 22nd August 1951 it was also provided that on the expiration of the term the lessee therein named
--

51 10 1950/51  
of  
Calcutta

Receipt No 232 for 1963

Presented for

Registration at

11-40 AM at the

Calcutta Registrar's

Office on the 11th

day of January

1963 by

Ajoyendra Krishna

Deb

Ajoyendra Krishna

Deb

Sd. U. Bawari

Sd. Registrar of

Assurances Calcutta

11.1.63

Execution is

devoid of any

objection

Shall be ready and guilty. Sumner and yield up unto the said Kumar Anand Krishna Deb or

his heirs and assigns the entirety of the said demised premises and deliver up possession

and that the said Kumar Anand Krishna Deb covenanted with a/cia that on the expiration

or other sooner determination of the term to allow the said lease within six

months hereafter to dismantle and remove all buildings and structures erected by them or

their predecessors in title on the demised premises provided there be no sum due from the

said lease to the lessor there is named on account of rent or other payments under the

said lease and it was further hereby agreed that any structure not removed within the

above said period of six months will belong to the said Kumar Anand Krishna Deb

and the lease here is named and for their heirs and assigns will not after the expiration of

the said months have any claim thereto or to any part thereof and whereas the

said Kumar Anand Krishna Deb died intestate on or about the 24th day of

September 1953 leaving him surviving the lease his only son and heir and legal

representatives under the Bengal School of Hindu Law and possession of remnant areas the

said premises No 76/17, Corn Wallis Street And whereas the said Mursli Ali died intestate

on or about 23rd March 1958 leaving the lease schedule No. his eldest son and

other heirs and whereas the rents payable under the said Deed of Lease dated the 22nd

August 1951 expired on the last day of August 1963 13.5 and (4/4 page) 4

Registered at Calcutta Registrar's Office on the 11th day of January 1963 by Ajoyendra Krishna Deb Sd. U. Bawari Sd. Registrar of Assurances Calcutta 11.1.63 Execution is devoid of any objection

Shall be ready and guilty. Sumner and yield up unto the said Kumar Anand Krishna Deb or his heirs and assigns the entirety of the said demised premises and deliver up possession and that the said Kumar Anand Krishna Deb covenanted with a/cia that on the expiration or other sooner determination of the term to allow the said lease within six months hereafter to dismantle and remove all buildings and structures erected by them or their predecessors in title on the demised premises provided there be no sum due from the said lease to the lessor there is named on account of rent or other payments under the said lease and it was further hereby agreed that any structure not removed within the above said period of six months will belong to the said Kumar Anand Krishna Deb and the lease here is named and for their heirs and assigns will not after the expiration of the said months have any claim thereto or to any part thereof and whereas the said Kumar Anand Krishna Deb died intestate on or about the 24th day of September 1953 leaving him surviving the lease his only son and heir and legal representatives under the Bengal School of Hindu Law and possession of remnant areas the said premises No 76/17, Corn Wallis Street And whereas the said Mursli Ali died intestate on or about 23rd March 1958 leaving the lease schedule No. his eldest son and other heirs and whereas the rents payable under the said Deed of Lease dated the 22nd August 1951 expired on the last day of August 1963 13.5 and (4/4 page) 4

Mohammed Young  
 + 4) Shaddi Ali  
 S/o Late Musaid  
 Ali all of 4 Inda  
 Bihar Road  
 Calcutta all m...  
 Avin...  
 Ajayendra Krishna  
 B...  
 Moha...  
 S...  
 Shaka...  
 S...  
 Sibal Prasad  
 Son of Late Suroh  
 Chandra Banerji  
 of 10 Hastings st  
 Cal, Hindu service  
 Sibal Prasad  
 Banerji  
 The...  
 of the...  
 ...

and the said	leases and/or	their	less	and	successors	have not	remmed	the	structures
from the	divided	premises	within	six	months	from	the	expiry	of
the	said	leases	have	not	been	paid	by	the	said
the	lessors	rents	under	the	said	leases	under	the	said
22nd	August	1951	from	the	month	of	Chaitra	1367	A.S.
and	the	structures	or	structures	not	having	been	renewed	within
the	said	leases	as	agreed	now	belong	to	the	lessor
or	any	part	there	of	and	whereas	the	lessor	is
divided	premises	and	are	realizing	and	collecting	rents	therefrom	and
applied	to	the	lessor	to	grant	a	lease	to	them
76/1	B, Cornwell's	Street	Calcutta	with	the	existing	structures	there	fully
Sibal	Prasad	Banerji	for	purpose	of	carrying	on	business	as
son	of	Late	Suroh	Chandra	Banerji	and	for	private	residence
of	10	Hastings	st	Cal	, Hindu	service	and	agreed	to
Share	of	Municipal	taxes	and	rates	and	all	other	outgoings
enhancement	thereof	in	future	and	whereas	the	lessors	have	also
the	execution	of	these	provisions	to	the	lessor	all	amounts
of	Rs. 1368	Rs. 5	and	income	profits	upto	the	commencement	of
other	share	of	Municipal	taxes	less	the	payment	of	occupier's
the	lessor	on	above	said	approach	5th	page	25	approach

Witnessed  
 by  
 5/10

Deed No 222 for 1963

Sd. U Baugh  
Sub Registrar of  
Assurances

Calcutta  
11.1.63

to the proposed for lease aforesaid in consideration of the price relation between the parties and for their ancestors and on the specific words standing that the lease shall indemnify the lease against all money costs expenses and damage if any or otherwise that the lease may have to pay or incur by reason of any action proceedings or claims hereafter fallen or made against the lease by any person or persons whereas even including the heirs of the said deceased and/or any tenant or tenants as tenants Sub tenant or Sub tenants in the demise premises or on any account whatsoever NOW this Indenture witnesseth that in consideration of the rents and taxes hereby reserved and of the lease agreeing to indemnify the lease for expenses and damages in hereafter stated and of the covenants and conditions hereinafter contained and in the part of the lease to be paid towards and performed the lease doth hereby demise unto the leasees All That two storied built structures and/or corrugate sheet together with the piece or parcel of land or ground hereunto belonging and containing an area of one Bigha one Chhatak Twelve Chhatak and seven square feet more or less appertaining to and now known as Municipal premises no. 76/113 Cornwallis Street Calcutta aforesaid and more fully described in the Schedule hereunder written together with all rights liberties privileges easements and appurtenances lawfully held occupied or enjoyed these with to hold the said premises hereby devised or expressed or intended so to be unto the leasees for the term of 30 years computed from 1st day of January 1963 and ending with the last day of December 1993 yielding and paying unto the lease at Calcutta at

twice

of security

of

of

Deed No 212 for  
1965

West Bengal Form Noe 185 & 187.

The lessor's residence during the said term the monthly rent of Rs. 2000/- Rupees Two thousand only to be paid on or before the twenty eighth day (6th page) of each and every month succeeding the month for which the same is payable free and clear of all deduction or abatement whatsoever. And the lessor for themselves and each of them jointly and severally and to the intent that its obligations may continue throughout the term hereby covenants with the lessor as follows:-

That the lessor during the said term will pay to the lessor the monthly rent herein before reserved on the days and in the manner aforesaid without any deduction or abatement whatsoever. That the lessor will bear and pay and discharge the entirety of all existing and also future municipal rates and taxes assessments duties impositions and outgoings whatsoever levied imposed or charged upon or in respect of the demised premises including the erections and structures that may be constructed hereafter by the lessor and payable by either the owner or occupier. It for any reason whatsoever the lessor is called upon to pay either the said occupier's share or the owner's share of such rates taxes assessments duties impositions and outgoings the lessor shall be bound to repay to the lessor on demand all sums paid leg. time on aforesaid with interest @ 6% per annum from the date of such payment. The municipal taxes levied payable in respect of the premises amount to Rs. 322/ 71 NR each per quarter for owner and occupier shares. The owner's share of such municipal taxes shall be paid by the lessor to the lessor against latter's receipt during the quarter for which such tax is payable.

deed no 222 for

1963

That the Lessee will carry out and comply with all municipal and other regulations when made by the government or any other public body or bodies and shall keep the same free and clear and indemnified from the consequence of non-compliance or damages or otherwise that the Lessee may have to pay or incur by reason of any action proceedings suit or claims hereafter taken or made against the Lessee individually or jointly with any other person or by any person or persons whatsoever including the Lessee heirs of the said premises and/or occupiers on any account what so ever.

5. That the Lessee shall during the said term pay the Calcutta Electric Supply Corporation Ltd their proper repairs all buildings and structures standing on the demised land or which may be erected by the Lessee hereafter together with all fittings and fixtures including electrical installation, electric appliances and accessories and all sanitary fitment and water fittings and effects now existing or hereafter to be put on the demised premises.

7. That the Lessee will not make any alterations to the existing structures on the demised premises or any part thereof without the written consent of the Lessee first had and obtained provided however that the Lessee shall be entitled without such consent to carry out ordinary repairs and petty alterations.

Decd No 222 for 1963

The Lessee shall not cause anything to be done 'leg' which the valuation of the devised premises may be lowered or it till to the same affected (see page 2 - 8 - affected in any way or for which the Lessee may become responsible or liable for any civil or criminal action but the Lessee shall subject to proper sanction of Municipal or other Authorities in their matters be entitled to and/or authorized to construct or cause to be constructed substantial structures in place of the existing one or at the open space in the devised premises at a cost which must exceed the value of the existing structure subject to previous notice to the Lessor & that the Lessee will at the expiration or after some determination of the term of this lease, peacefully and quietly surrender and yield up to the Lessor entirety of the devised premises and deliver up possession thereof & that the Lessee will not carry on or permit to be carried on or committed on the devised premises or any part thereof any offensive, noisy or dangerous trade business manufacturing or occupation except as is permissible in the ordinary course of trade business at business nor to do or cause to be done on the devised premises any act or thing that may cause any annoyance to the neighbors nor will the Lessee be allowed to use the same as a place of business trade or commerce or for purposes of private residence only. 10. That the Lessee will not keep or allow to be kept in or upon the devised premises or any part thereof any illegal or immoral purpose but to use the same as a place of business trade or commerce or for purposes of private residence only.

That the Lessee will not keep or allow to be kept in or upon the devised premises or any part thereof any self any injurious article or thing or any other article or things likely to cause or damage or prejudicially affect the devised premises or the structure thereon or any part

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Deed No 222  
for 1963

These except in such moderate quantities and in as are required only for ordinary domestic  
 or business purposes provided always that (14th page) - 9. That the lessee shall cause  
 or effect appropriate fire insurance policies in the first instance of the lessee and  
 the lessee shall even required and deemed fit for business purposes or trade purposes. 11  
 That the lessee will not be entitled to assign transfer or part with possession of  
 the entire demised premises without the previous consent in writing of the lessor being first had  
 and obtained provided nevertheless that even if the lessor shall consent to such assignment  
 he shall be or dealing with possession of the premises will not thereby be relieved of their liability  
 to the lessor for the payment of rent under these presents and for the performance  
 and observance by them of the terms and conditions herein contained 12 That the lessee  
 will permit the lessor his servants agents surveyors and workmen from time to time and at  
 all times during the said term during reasonable hours in the day time and on reasonable  
 notice to enter into and upon the demised premises and to measure the land and to  
 view the state of repair and conditions of buildings and structures thereon and for all  
 other legitimate purposes including in the event of termination of the lease for showing  
 the demised premises to prospective parties. The lessor hereby covenants with the lessee as follows  
 1. That the lessee paying the rent hereby covenanted any taxes and charges and performing  
 several covenants and stipulations herein on their part contained shall peacefully hold and  
 enjoy the demised premises during the said term without any interruption by the lessor or  
 any person rightfully claiming from under or in right for him. ... 2. (10th page)

Strike out  
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5/2/63

Recd No 222 for  
1963

West Bengal Form No. 1482 & 1491.

-10-	2.	That	he	(less)	will	on	the	expiration	or	severe	determination	of	the	lease
		allow	the	lessor	within	six	(6)	months	traveler	to	estimate	and	remove	all
		fixtures	or	things	to	be	erected	or	installed	by	him,	on	the	leased
		the	no	sum	due	from	the	lessor	to	the	lessor	on	account	of
		rents	under	these	provisions	that	the	lessor	fulfills	covenant	with	the	lessor	that
		pay	the	rent	and	taxes	and	other	out	going	on:	the	reversionaries	know
		stipulations	under	the	provisions	for	the	period	from	the	expiration	or	determination	of
		upto	the	time	when	the	last	structure	will	be	removed	and	that	they
		at	their	own	costs	get	the	demised	premises	properly	levelled	and	cleared	and
		good	any	damages	caused	to	the	demised	premises	by	reason	of	such	removal
		also	further	agreed	that	any	structure	or	structure	not	removed	within	the	said
		six	months	leading	to	the	lease	expiry	and	the	lessor	will	not	after
		of	the	paid	six	months	have	any	claim	there	or	any	part	there
		and	it	is	hereby	agreed	as	follows	1	2	the	monthly	rent	shall
		any	part	there	of	shall	remain	unpaid	for	four	months	after	the	same
		lessor	paid	as	above	said	or	it	the	quarterly	taxes	are	not	
		lessor	as	and	within	the	same	falls	due	and	remain	unpaid	for	
		and	rent	and	/	or	taxes	shall	have	been	legally	demand	or	
		the	lessor	shall	apply	for	or	the	adjudicated	in	court	or	in	
		with	him	on	his	or	their	own	petition	or	of	a	credit	

Deed No 232 for  
1963

enter into a composition with their Creditors; or in  
the covenants or conditions herein contained and or  
performed it shall be lawful for the lessor to  
premises including any structures hereafter constructed by  
holding standing there in or on part hereof in the name of  
themselves shall absolutely determine but without prejudice to  
in respect of any accident hereof of the lessor  
lessor shall during the said term without the previous consent  
the devised premises it shall be lawful for the lessor to take  
all buildings and structures that may be constructed by the  
standing thereon without in any manner prejudicing this  
lessor the lands and without subjecting him to any action or  
least so ever and it shall be lawful for the lessor to  
the structures constructed and standing thereon by the  
may reasonably obtain for the same a The dues of  
premise for rents taxes and other payments shall form a first  
and or structures that might be constructed hereafter by the  
premises during the period of these premises and the lessor shall  
Such dues by sale of such new buildings and for construction  
all fittings and fixtures thereon or by appointment of Receiver  
his or and the lessor

Deed No 222 for  
1963

and/or any other person or persons would (for 14 pages) - 12 - would not be entitled to raise any objection thereto but this will not in any way affect the covenant on the part of the lessors that the lessee shall at the expiration or some determination of the lease hereunder peacefully and quietly surrender and yield up to the lessor entirely of the demised premises including all structures existing or hereafter constructed and delivered possession subject to right of removal or above mentioned 4. It at any time during the said term the possession of the lessee under these payments in or be disturbed or interrupted wholly or in part as a result of legal proceedings against the lessor and/or the lessee jointly or separately and or taken by or on behalf of any persons including the said heir of the said or at record or any tenant or sub tenants in the demised premises then in that event the parties shall be at liberty to determine the demise on three days' notice<sup>21</sup> in writing but neither party shall be entitled to claim any damages and/or compensation against each other providing nevertheless that the said provisions shall remain unaffected 5. It at any time during the lease hereunder the demised premises or any part thereof shall be assigned by the Government or other local, provincial, authority under the provisions of the Land Ceiling Act (1 of 1896) or any other act or law for the time being in force for the compulsory acquisition of land for public purposes such as the said improvement trust and/or corporation or cesses or any other statutory body etc the lease hereby granted shall at the option of the lessor (13th page) - 13 - remain absolutely cease and determine with regard

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Decid No 212 for  
1963

to the whole or part as the case may be of the whole or part of publication of the notice of acquisition in the government Gazette or from such later date as may be fixed by the tenant and the tenant shall be entitled to the whole of the compensation and statutory allowance payable in respect of the land and the existing structures only and the tenant shall not be liable to pay interest or claim for loss of any part thereof but the tenant will be subject to the claim of the tenant against the same for any amount of rent, taxes and other dues payable under these provisions be entitled to the compensation and statutory allowance as may be payable for any loss of earnings and/or goodwill and the amount of such compensation and allowance for new structures to be erected or constructed hereafter during the said term provided the tenant spent money for improvement of the demised premises. 6. On the expiry of the period hereby reserved the tenant shall have an option to renew the lease for a further period of twenty years commencing from 1st January 1974 on the same terms conditions stipulations herein contained and the lease will execute such renewal of lease at the costs and expenses of the tenant. 7. Any notice or demand for payment requiring to be made or given to the tenant shall be sufficiently given or made if sent by the tenant or his agent through post by registered letter addressed to the tenant at the demise and that any notice requiring to be given to the tenant shall be sufficiently given if sent by the tenant through post by registered letter addressed to the tenant at his usual place

ADP-A 1010-1000-6-13 530 10 58 700

D-222 form  
1963

West Bengal Form Nos. 1485 & 1486.

of residence or	to	The address of his solicitor	M/S	is	in	with	of	Co.
10 Hastings Street Calcutta	and that	any (14th Page) - 14-	any demand or notice sent to	have been delivered in	All that has stored	together with the		
leg post as aforesaid in either	case shall be deemed to							
the usual course of post.	The schedule above referred to.							
built overage encroachments and dwelling and entertainment house and	sheds together with the							
land or ground	there in to belonging containing an area of one acre or							
Chitabys and seven square feet	a little more or less than or on part thereof the							
Some are leasehold lying at	and being premises No. 26/11, Cornwallis Street in Suburb							
in the north Division of	the town of Calcutta and bounded on the							
North by a portion of	premises No. 26/11 Cornwallis Street on the East by							
Police Station, on the South	by premises No. 26/11 Cornwallis Street and on the West							
by Cornwallis Street Calcutta	is within either of the parties to							
out and subscribed their respective hands and seals	the day month and year first							
above written.								
Signed Sent and Delivered at Calcutta								
in the presence of								
Palm Chandra Bhatt								
Servitor Calcutta								
Moujid Ali Beg								
25, Bhanu Parkur Street Calcutta - 4.								

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4637

The seal of the Sub Registrar of Taluk of Taluk

Registered in Book no I volume no 32 pages 1 to 15 Being no 222 for the year 1963.

Sd. R. Ranganatha Sub Registrar of Assurances Taluk

Copied by Jamini & Co Taluk 16.1.63

Ready by 16.1.63 Copied by Shree Hari 16.1.63


CHECKED BY  
03/02/14



USE OFFICIAL Seal Registrar (Assurances) of R. K. Taluk  
3 FEB 2014