



SECRETARY OF SOCIETY OF THE DISTRICT OF BANGALORE
[Signature]
President
Administration

1. Mr. Habibur Rahman

2. Mr. Balakrishna

3. Jagan Mohan

4. *[Signature]*

Deed of Agreement

This Indenture made this 21st day of May, One thousand Nine hundred Eighty four BETWEEN the Committee of Management, The Hooghly Inamdarah, a body corporate and Local Authority constituted under Act -XX of 1863 having its office at the Hooghly, represented by its President and Administrator Mr. Syed Hassan-Ismail so appointed by the District Judge of Hooghly by his order No. 7 dated 18.9.1974 passed in Religious Endowment Suit No. 19 of 1979 (Haji Zillur Rahman and Ans. Versus- Syed Hassan Ismail & Others) of his Court, hereinafter called the "Lessor"

1. Md. Hossain
 2. Md. Sultan
 3. Afzal Khan
 4. Q. A. P.

which expression unless excluded by or repugnant to the context shall include his heirs, executors, administrators and assigns of the 1st party Lessor AND (1) Md. Habibur Rahman, (2) Md. Salauddin, (3) Asser Ahmed and (4) SK. Jehir all by cast & Muslim by profession Landholders all residing at 28, Karl Marx Sarani, P.S.-Watgunge, Calcutta-23 which expression unless excluded by or repugnant to the context shall include their heirs, executors, administrators and assigns of the 2nd party "Lessees".

AND WHEREAS Touzi No. 32 Kismet Kidde ; we, Pargana Nagura, District-24 Parganas, a revenue paying Touzi was by the Government Order No. 219 dated 26th January, 1876 placed under the control of the Lessor as a Kharij Touleat Estate and vested in and is also governed by Act XV of 1895.

AND WHEREAS The Premises No. 28, Circular Garden Beach Road now Premises No. 28, Karl Marx Sarani, P.S.-Watgunge, Calcutta-23, District 24 Parganas appertains to the said Touzi No. 32 of the Alipore Collectorate and as part of Kharij Touleat Estate is under the control of the Lessor in terms of the Govt. aforesaid Order.

AND WHEREAS the said land in the said Premises No. 28, Karl Marx Sarani, P.S.-Watgunge, Calcutta-23 has been duly surveyed by a Surveyor and has been found to contain an area of 42 Kottas 4 Chattaks and 14 Sft.

AND WHEREAS the 2nd party Lessees have applied for lease of 21 Kottas of land with structures out of 42 Kottas 4 Chattaks 14 Sft. of land of the said Premises No. 28, Karl Marx Sarani, P.S.-Watgunge, Calcutta-23 more fully described in the Schedule below.

1. *1/10/1952*
2. *2nd. 5.2*
3. *2/1/1952*
4. *Y. Ch. A.*

AND WHEREAS the Lessees have agreed to pay the 1st party lessor the consideration money as Premium of Rs.1,05,000/- (Rupees One Lakh five thousand only) for the Schedule Property and have also agreed to pay Rs.250/- (Rupees Two hundred fifty only) as rent per month excluding Municipal Taxes and the both share of Municipal taxes to be borne by the 2nd party Lessees proportionately for a term of 30 years with an option of Renewals, every 30 years.

AND WHEREAS the 1st Party Lessor has accepted the said proposal.

Now this Indenture of lease witnesseth as follows :-

1. That in consideration of the rent hereby reserved and of the sum of Rs.1,05,000/- (Rupees One Lakh five thousand only) as premium (which will be paid at the rate of 50% on grant of lease by Court and the balance 50% at the time of construction of the building) and of the Lessees' covenants hereby contained the Lessor doth hereby grant and demise unto the Lessees All that 31 Notias of land with structures of Khorij Towliat land and being the Premises No.28, Mari Marx Sarani, P.S.-Wazirganj, Town No.92, Calcutta-22 and particularly described in the Schedule hereunder written and shown on the map or plan hereto annexed and hereinafter referred to as the demised premises to hold the same unto the Lessees for the period of 30 years on a monthly rental of Rs. 250/- plus owner and occupier shares of taxes proportionately.
2. That the 2nd party Lessees will pay the monthly rent within 7 day of the each month in advance to the 1st party Lessor with proper receipt granted by the 1st party at his office.

1 No. He
2 No. of
3 Signature
4 Date

3. That in case the rent falls due the 2nd party Lessee is bound to pay interest on the amount due at the rate of 20% per annum without any prejudice to the rights of the 1st party Lessor.

4. That the 2nd Party lessees shall be entitled to construct multi-storied building on the Schedule property after getting sanctioned from the Calcutta Corporation Authority.

5. That the 1st party lessor will give his consent on the plan or plans submitted by the 2nd party and the 1st party will also render all possible legal help in sanctioning the plan or plans.

6. That if the 1st party fails or neglects to give his consent within reasonable time it may be considered that the consent have given to the 2nd party by the 1st party.

7. That the 1st party lessor will allow the 2nd party lessees to sublet the schedule property either in full or in part.

8. That the 2nd party will not carry out or allow anybody to carry out any trade or business which is prohibited by law and regulations of the country.

9. That the 2nd party lessees shall not be entitled to convert the schedule property or any part of the Schedule Property into a place of religious worship or into a Trust or into a Hindu Temple and/or into a Debtor Property.

1 Mr. Haldar
 2 Mr. G. J.
 3 Mrs. S.
 4 G. K.

10. That the 2nd party Lessees shall not be entitled to demand adjustment for construction of any kind of building or buildings on the "chedule of property and those buildings will vest as Hooghly Inambara Estate after termination of this deed of Lease and/or after expiry of this deed of lease.

11. That if the schedule of property is acquired by the Govt. or any local Authority then the cost awarded by that Authority will be divided as hereto written such as the cost of land will be taken by the 1st party Lessor and the cost of building or buildings will be awarded to the 2nd party Lessees.

12. That if the 2nd party Lessees perform all the terms contained herein then the 2nd party Lessees is given guarantee for renewal of the lease for ~~xxxx~~ further like period on identical terms save and except on an enhancement of rent of 60% per month.

13. That the 1st party Lessor will not disturb in any way the peaceful possession of the 2nd party Lessees.

14. That after the expiry of the Lease and/or after determination of this Deed of Lease by either Party, the 2nd party is bound to give vacant possession of the Schedule property to the 1st Party and the building or buildings so constructed by the 2nd party will vest to the 1st party Lessor and will be considered to belong to the Hooghly Inambara Estate, and the 1st Party Lessor shall be entitled to let out the same to any third party.

15. That the 2nd party Lessees is in possession of the Schedule of property and they have paid one month's rent in advance which will be kept in deposit without any interest and the same shall be adjusted on the termination of the lease.

1. Mr. ...
2.
3. ...
4. ...

Schedule

ALL That piece and parcel of land with structures standing thereon 21 Kottas of land at Premises No. 28, Karl Marx Sarani, Old No. 28, Circular Garden Beach Road, P.S. - Matunga, Calcutta-23, District-24 Parganas, Tezari No. 92, butted and bounded:

- On the North : Footpath then main road, premises No. 27, 28, 29, Karl Marx Sarani.
- On the South : Boundary wall then gully passage.
- On the East : Premises No. 26C, Circular Garden Beach Road, Hossain Tupivallas land;
- On the West : Boundary wall of remaining land of the Estate and gully passage.

IN WITNESS WHEREOF THE parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

Signed Sealed and Delivered

In presence of :-
Witnesses :-

1. *M. ...*
79 N. ...
Cal-23

M. ...
Signature of the 1st Party.

2.

Signature of the 2nd party.
1) *Mr. ...*
2) *Mr. ...*