



Admission under Rule
 11. Entry made under
 by the ...

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THIS AGREEMENT is made this 11 day of September
One thousand nine hundred and eighty-five BETWEEN NANI GOPAL RAY
 son of Late Barada Prasad Ray residing at 53C, Southern Avenue,
Calcutta (hereinafter referred to as "the First Party" which
 expression shall include his heirs executors administrators
 legal representatives and assigns) of the One Part AND TRACTORS
INDIA LIMITED, a Company incorporated under the Companies Act,
 1956 and having its Registered Office at 1, Taratolla Road,
Garden Reach, Calcutta (hereinafter referred to as "the Second
 Party" which expression shall include its successors and assigns)
 of the Other Part.

W H E R E A S :

- (1) The First Party was at all material times absolutely
 seised and possessed of or otherwise well and - - -
 sufficiently

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sufficiently entitled to ALL THAT piece or parcel of revenue free land measuring 4 Cottahs 1 Chittack and 44 Square feet more or less being Plot No.4 of 52B Ballygunge Circular Road now known and numbered as 57H, Ballygunge Circular Road in the District of 24-Parganas (in estate Dihl Panchannagram, Division VI, Sub-Division L Khas Mahal Collectorate part of holding 32 Mouza Ballygunge), Sub-Registry Sealdah, District Registry Alipore, Thana Ballygunge within the municipal limit of the town of Calcutta (hereinafter referred to as "the said land" and more particularly described in the First Schedule hereunder written).

- (2) The First Party being desirous of making the best use of the said land within his means had a plan for the construction of a three storeyed residential building on the said land prepared and sanctioned by B. S. - No.98(III) dated 19th December 1979 by the City Architect Department of the Municipal Corporation of Calcutta - (hereinafter referred to as "the said plan" a true copy of which certified by the First Party has been made over to the Second Party),
- (3) The First Party had agreed to sell and the Second Party had agreed to purchase an undivided three-sevenths share in the said land for the purposes and in the manner hereinafter mentioned.
- (4) The First Party had agreed with the Second Party that the Second Party would cause two residential flats to

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be constructed at its own cost in the spaces shown with dimensions thereof as the Ground floor and the First floor respectively on the said plan reserving unto himself the First Party the right at his own cost to construct a residential flat in the space shown with dimensions thereof as the Second floor on the said plan and also the right in future to construct another floor on the roof of the Second floor subject to the sanction of the Municipal Corporation of Calcutta.

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- (5) By a Deed of Conveyance dated Nineteenth day of September One thousand nine hundred and eighty-five (hereinafter referred to as "the said Deed of Conveyance") executed between the parties hereto but prior to these presents and lodged for registration at the office of the Registrar of Assurances, Calcutta against Receipt No. 1GR 545527 dated 19th/20th September, 1985 the First Party has sold to the Second Party the said undivided three-sevenths share in the said land (therein and hereinafter referred to as "the said undivided share") for the consideration therein mentioned absolutely and free from all encumbrances whatsoever.

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- (6) In the events that have happened the First Party is the absolute owner of the undivided four-sevenths share of the said land and the Second Party is the absolute owner of the undivided three-sevenths share of the said land.
- (7) Upon the treaty for sale it was agreed by and between the parties hereto that the Second Party would construct or cause to be constructed at its costs the said ground floor and the first floor of the said three-storeyed building according to the said Plan under the supervision of the First Party.

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- (8) It was agreed that upon the completion of the said building the parties would enter into an Agreement specifying the mutual rights and obligations and other terms and conditions relating to the common beneficial use, occupation and enjoyment of the floors constructed or to be constructed on the said land as aforementioned, being these presents.
- (9) The said three-storeyed building has since been constructed of which the Second Party is the absolute owner of the ground floor and the first floor and proportionate share in common areas, parts and facilities and the First Party is the absolute owner of the second floor and the roof thereof and proportionate share in common areas, parts and facilities.
- (10) These presents are supplemental to the said Deed of Conveyance.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED BY
AND BETWEEN THE PARTIES HERETO as follows :-

1. In this Agreement unless it is contrary or repugnant to the context -

- (i) "the First Party" shall mean and include the First Party hereinbefore mentioned and his heirs, executors, administrators legal representatives and assigns ;
- (ii) "the Second Party" shall mean and include the Second Party hereinbefore mentioned and its successors and assigns;
- (iii) "the said land" shall mean the land described in the First Schedule hereunder written;

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- (iv) "the said building" shall mean the three-storeyed building constructed on the said land and the further storey or storeys to be constructed thereon;
- (v) "the premises" shall mean premises No.57H, Ballygunge Circular Road, Calcutta, including the said land and the said building;
- (vi) "the said ground and first floors" shall mean the - - residential accommodation described in the Second Schedule hereunder written and all fittings and fixtures therein capable of being and intended to be owned used enjoyed and occupied exclusively by the Second Party and its undivided three-sevenths share in the common parts;
- (vii) "the said second floor" shall mean the residential accommodation described in the Third Schedule hereunder written and all fittings and fixtures therein capable of being intended to be used enjoyed and occupied exclusively by the First Party and the undivided four-sevenths share in the common parts.
- (viii) "common parts" shall include the foundation, foundation walls, the front door, landing, stairway and the common installations in the said building of common use and utility, e.g. water tanks, plumbing, electrical and telephone and other installations and fittings and - fixtures and machinery (if any) and also the inside and outside walls of the main entrance (for hanging letter boxes, name-plates and tablets etc.)

2. The First Party hereby declares that in exercise of the authority given by the Second Party the said ground and first floors of the said building have been duly constructed and/or - -
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✓ N.R. caused to have been constructed by the First Party on account of
P.B. the Second Party in accordance with the said plan at the cost
of the Second Party (which cost has been paid or reimbursed by
the Second Party to the First Party in full) and that the First
Party has made over vacant possession of the said ground and
first floors to the Second Party which the Second Party hereby
acknowledges as will be evident by its executing these presents.

3. The Second Party hereby covenants with the First Party
as follows :-

(a) the Second Party shall maintain at its own cost the
said ground and first floors in good condition and
order and shall abide by all laws, bye-laws, rules
and regulations of the Government, Calcutta Corporation
and/or any other statutory authorities or local bodies
and shall attend answer and be responsible for all
deviations, violations and breaches thereof or of any
other conditions made thereunder and shall observe
and perform all the terms and conditions herein contained
in so far as the said ground and first floors are
concerned;

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(b) the Second Party shall not make any structural additions
and alterations in the said ground and first floors or
any portion thereof which may be detrimental to the
First Party in any manner; the Second Party shall not
keep or store or cause to be kept or stored in the said
ground and first floors or in any portion thereof any
inflammable or combustible articles or any explosive
chemicals or any offensive articles such as hide or -
manures or any other articles emitting offensive smell
or odour nor do or cause to be done anything which may
cause.

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cause any damage or danger to the floor or floors owned or to be owned by the First Party nor anything which may cause disturbing noise or constitute a nuisance or any annoyance to the First Party and/or any other occupiers of the said building or neighbourhood;

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- (c) the Second Party shall pay its proportionate share towards Municipal Taxes, Multi-storeyed Building Tax, Surcharge, Water Tax and all other taxes and impositions that may be levied by the Central/State Government or by local bodies in respect of the said ground and first floors and the undivided three-sevenths share in the said land in terms hereof; the Second Party shall take prompt steps to have its name mutated in the records of the Corporation of Calcutta or other appropriate authority or authorities as the Owner of the ground and first floors and the undivided three-sevenths share and so long as its name is not so mutated the Second Party shall pay as and when called upon by the First Party the said taxes in such proportion as may be demanded by the First Party or otherwise considered reasonable;
- (d) the Second Party shall promptly take steps to have the electric meters in relation to the ground and first floors transferred into its name so that the deposit moneys in respect thereof may be withdrawn by the person or persons in whose name or names the meters stand at present and pay all charges for electricity consumed by it and until such transfer
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the Second Party shall promptly reimburse to the First Party the amount of charges registered in the said meters;

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- (e) the Second Party shall pay to the First Party Rs.250/- (Rupees two hundred and fifty) per month for each floor as its share - of common services charges for the building and the said amount shall be reviewed in the light of increase in costs of such services as may be reasonable Provided That in the event of the First Party failing to render such common services, the Second Party shall be entitled to withhold payment of the amount agreed to be paid on account of services charges and if any amount is increased or spent by the Second Party for such services the First Party shall contribute a proportionate amount not exceeding Rs.250/- (Rupees two hundred and fifty) per month;
- (f) if and when the First Party decides (subject to the approval of the Corporation of Calcutta) to construct a new floor on top of the second floor the Second Party shall render and cause to be - - rendered all assistance and co-operation to the First Party in all respects Provided that the First Party shall construct such new floor in such a manner as to cause as little inconvenience and disturbance as possible to the occupiers of the ground and first floors of the building And Provided Further that the First Party shall take all steps at

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at his own cost to relocate the water reservoirs connected to the ground and first floors, if necessary And Provided Further that in consonance with his absolute right of ownership of the - - second floor and the floor to be constructed on the roof thereof the First Party shall at all times have and continue to have exclusive use and occupation of the roof of the second floor or the roof of the third floor as and when constructed and the absolute right to transfer by way of sale, lease, mortgage or otherwise the second floor and/or the floor to be constructed on the roof thereof or any portion thereof And Provided - - Further if any repairs are required to be done to the water storage tanks connected to the ground and first floors such repairs shall be carried out by the First Party at the cost of the Second Party on actual basis;

(g)

(g) the undermentioned rights easements quasi-easements privileges and appurtenances shall be reserved unto the First Party including any other person or persons deriving title under him :-

- (i) the right in common with the Second Party for the ownership and use of common staircases, electric and gas pipe lines, drains, wires, sewers, conduits, entrance and other paths or passages and/or other common parts including ingress to and egress out of the said building and the premises;
- (ii) the right in common with the Second Party for supply of gas, electricity, telephone, water from and to any part or parts of the said building through pipes, drains, wires, conduits, lying or being in under through or over the said ground and first floors as far as may be reasonably necessary (but without any damage to the said ground and first floors) for the beneficial use and occupation of the other portion or portions of the said building for all purposes whatsoever;
- (iii) the right with or without workmen and necessary materials to enter from time to time upon the said ground and first floors but without causing any undue inconvenience to occupants thereof for laying pipes, drains, wires and conduits as aforesaid and for the purpose of their repairing so far as may be necessary and for the purpose

of other repairs including inspection, if necessary, thereof PROVIDED ALWAYS that the First Party shall give to the Second Party a prior forty-eight hours' written notice of his intention for such entry as aforesaid;

- (iv) the right to protection for the second floor and other portion or portions of the said building by all parts of the said ground and first floors as far as possible including right of support, vertical and lateral;
- (v) the right as might otherwise become vested in the First Party by means of structural alterations to the said ground and first floors or otherwise which might in any manner lessen or diminish the support at present enjoyed by other part or parts of the said building;
- (vi) the exclusive right to use the vacant land at the back of the building for parking cars of the first party;

4. The First Party hereby covenants with the Second Party as under :-

- (a) the First Party shall maintain at his own cost the second floor and the third floor when constructed thereon in good condition and order and shall abide by all applicable laws, bye-laws, rules and regulations of the Government, Calcutta Corporation and/or any other statutory authorities or local bodies and shall attend answer and be responsible for all deviations, violations and breaches thereof or of any other conditions made thereunder and shall observe and perform all the terms and conditions herein contained

in so far as the Second floor is concerned;

- (b) the First Party shall not keep any heavy articles on the second floor which may cause any damage to the Second Party nor keep or store or cause to be kept and stored in the Second floor or in any portion thereof any inflammable or combustible articles or any offensive articles such as hide or manure or any other article emitting offensive smell or odour nor do or cause to be done anything which may cause disturbing noise or constitute a nuisance or any annoyance to the Second Party and/or any other occupiers of the said building or neighbourhood;
- (c) the Second Party shall be entitled to all privileges and rights including right of vertical and lateral support, easements, quasi-easements appendages and appurtenances whatsoever belonging or in any way appertaining to the said ground and first floors or otherwise intended to be held, used or appertaining thereto Excepting and Reserving unto the First Party and/or any other person deriving title under him the rights easements quasi-easements privileges and appurtenances herein mentioned;
- (d) the Second Party its servants agents employees and invitees shall have -
 - (i) the right of access in common with the First Party and/or other persons deriving title through him at all times and for all reasonable domestic purposes connected with the use and enjoyment of the said ground and first floors and/or other common parts of the said building;

(ii) the right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said ground and first floors Provided always and it is hereby declared that nothing herein contained shall permit the Second Party and/or its servants agents and employees and invitees to obstruct in any way by vehicles or otherwise the road frontage of the building or obstruct by deposit of materials rubbish or otherwise the free passage of other persons properly entitled to such rights;

(e) the Second Party shall have -

N.R. (i) the right of protection of the said ground and first floors by or from all parts of the said building and premises so far as may be necessary including right of support both vertical as well as lateral;

(ii) the right of passage in common as aforesaid and the right to use gas electricity telephone and water in and for the said ground and first floors through pipes, drains, wires and conduits lying or being in under through or over the said building or any part thereof so far as may be reasonably necessary for the beneficial occupation and enjoyment of the said ground and first floors for all purposes whatsoever;

(iii) the right with or without workmen and necessary materials to enter from time to time upon the other parts of the said building and premises for the purpose of repairing so far as may be necessary such pipes, drains, wires and conduits

as aforesaid and for the purpose of rebuilding repairing repainting or cleaning any part or parts of the said ground and first floors in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving forty-eight hours' previous notice in writing of its intention so to enter to the First Party and/or other person or persons lawfully entitled to the same.

5. PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED AND DECLARED by and between the Parties hereto as follows :

- (a) if either party shall intend to sell the floor or floors of which he or it is the owner or any part thereof he or it shall give notice to the other party of the price at which he or it proposes to sell and the other party shall have the first option to purchase the same provided he or it shall within thirty days inform the other party agree to purchase the same in default whereof the party intending to sell may sell to any other person provided that such other person shall enter into a Written Agreement to be bound by the restrictions and covenants contained in this Agreement which are applicable to the First Party or Second Party as the case may be in relation to use enjoyment and occupation of the floor or floors or part thereof owned by him or it;
- (b) save and except the rights hereby reserved to and for the Second Party for the beneficial use and occupation and enjoyment of the ground floor and first floor and the common parts of the said building all the residuary

rights in respect of the premises including the rights for the beneficial use occupation and enjoyment of the Second floor, the third floor to be constructed thereon and the roof thereof and the common parts shall remain and continue to remain vested in the First Party;

- (c) the First Party shall have the absolute discretion in himself to delegate all or any of his powers and authorities under this Agreement to any person or persons including the Second Party herein and to revoke such delegation at any time or times and to redelegate to other person or persons such other powers and authorities as the First Party shall think fit;
- (d) both the parties hereby agree assure and covenant with each other to do all deeds acts matters and things as may be necessary for the purpose of giving effect to this Agreement.

THE FIRST SCHEDULE above referred to.-

ALL THAT undivided three-sevenths share in the piece or parcel of revenue free land measuring 4 Cottahs 1 Chittack and 44 Square feet more or less being Plot No. 4 of 57B, Ballygunge Circular Road now known and numbered as 57H, Ballygunge Circular Road in the District of 24-Parganas (in estate Mihl Panchannagram Division VI Sub-Division L Khas Mahal Collectorate part of Holding No. 32 Mbuza Ballygunge), Sub-Registry Sealdah District Registry Office Alipore Thana Ballygunge within the municipal limit of the town of Calcutta and which the said piece or parcel of land is butted and bounded in the manner following that is to say:

On the North :

By plot No. 5 being portion of 57B,
Ballygunge Circular Road;

On

On the South : By 30' wide road;
 On the East : By 12' wide common passage; and
 On the West : By premises No. 57/8, Ballygunge
 Circular Road;

OR HOWSOEVER OTHERWISE the said land now are or at any time or times heretofore was butted, bounded, called, known, numbered, recorded, reputed, deemed, accepted, taken, known, enjoyed, held, used, possessed, described or distinguished.

THE SECOND SCHEDULE above referred to.-

THE FIRST two floors being the Ground Floor and First Floor each covering a plinth area of 183.237 square meters more or less forming part of the three-storeyed brick-built messuage tenement and dwelling house constructed on the land measuring 4 Cottahs 1 Chittack 44 square feet more particularly described in the First Schedule hereinabove written (an undivided three-sevenths share of which land belongs to the Second Party and the remaining undivided four-sevenths share whereof belongs to the First Party) TOGETHER WITH all fixtures and fittings installed in the said two floors and all appurtenances and appendages exclusively thereunto belonging or used or enjoyed therewith.

THE THIRD SCHEDULE above referred to.-

THE THIRD Second Floor and the roof thereof covering a plinth area of 183.237 square meters more or less forming part of the said three-storeyed brick built building messuage tenement dwelling house (including where the context admits or requires the third floor to be constructed on the roof of the Second floor and the roof thereof) constructed on the land measuring 4 Cottahs 1 Chittack and 44 square feet more or less more particularly described in the First Schedule hereinabove written (an undivided

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four-sevenths share of which land belongs to the First Party and the remaining undivided three-sevenths share whereof belongs to the Second Party) TOGETHER WITH all fixtures and fittings installed in the said Second floor and all appurtenances and appendages thereunto belonging or used or enjoyed therewith.

IN WITNESS whereof the parties hereto have executed these presents the day and year first above written.

SIGNED and DELIVERED by the
abovenamed Nani Gopal Ray
in the presence of:

X Nani Gopal Ray
X

Amal Kumar Ghosh
Tractors India Ltd
Calcutta

SIGNED and DELIVERED for and
on behalf of the abovenamed
Tractors India Limited by
Mr. Paritosh Banerjee its
Director and Secretary in the
presence of:

Amal Kumar Ghosh

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DATED 19th September 1985.

NANI GOPAL RAY

-And-

TRACTORS INDIA LIMITED.



Read...

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AGREEMENT.

