

OC 866 30

NO. 70



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

50 030354

Stamp Amendment Act, 1958
Schedule I A No. 51



Admitted
19.4.06

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ADDITIONAL REGISTRAR OF
ADVERTISEMENTS, KOLKATA

19.4.06

THIS TRIPARTITE AGREEMENT is made at Kolkata this 30th day of January Two thousand and six BETWEEN SMT. ANIMA RAY wife of late Nani Gopal Ray and BASAB PRASAD RAY son of the said late Nani Gopal Ray, both residing at 5711, Ballygunge Circular Road, Kolkata 700 019 (hereinafter called "the First Party" which expression shall mean and include their and each of their

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22619 25 JAN 2006

SOLD TO One Dignam & Co.
29, N. S. Rd. Kol.
OF

VALUE RS. FIFTY ONLY

LICENSED STAMP VENDOR
20 NETAJI SUBHAS ROAD, CH-1

Anima Ray



423

Anima Ray



424

TIL LIMITED
(DEBASHIS NAG)
COMPANY SECRETARY



425

Basab Prasad Ray

T. K. Ray Chowdhury
Asst. to mgt. Dir. Dignam & Co.

RECORDED FOR REGISTRATION

6 PM OF THE 25th

day of Jan 2006

at/for residence

by Anima Ray

RECEIVED AS RESIDENTIAL
CERTIFICATE, ED-1000

20.1.06

Anima Ray w/o T. K. Ray Capital
Pay Basab Prasad Ray 510
4-nam Capital pay of 52111
Ballygunge director Pal Kal 1
Debashis Nag company Secy
Tel Limited. official. 1 Tard
Pal Kal - 200024

P.T.O

T. K. Ray Chowdhury
Asst. to mgt. Dir. Dignam & Co.

RECEIVED AS RESIDENTIAL
CERTIFICATE, ED-1000

20.1.06

respective heirs, executors, administrators, legal representatives and assigns) of the First Part, TIL LIMITED (formerly known as Tractors India Limited) a company incorporated under the Companies Act, 1956 and having its registered office at 1, Taratala Road, Kolkata 700 024 (hereinafter called "the Second Party" which expression shall include its successors and assigns) of the Second Part and SURESH JHA son of late Raskant Jha and SMT. VEENA JHA wife of the said Suresh Jha both residing at 57H, Ballygunge Circular Road, Kolkata 700 019 (hereinafter called "the Third Party" which expression shall include the said Suresh Jha and Smt. Veena Jha and their respective heirs, executors, administrators, legal representatives and assigns) of the Third Part.

WHEREAS

- (1) These Presents are SUPPLEMENTAL TO the Agreement dated 19th day of September, 1985 (hereinafter called "the Principal Agreement") made between the said Nani Gopal Ray (late husband of Sm. Anima Ray of the First Party) of the One Part and the Second Party of the Other Part and registered at the registration office of Kolkata in Book No. I Volume No. 303 Pages 101 to 122 Being No. 13609 for the year 1985 whereby the parties thereto specified the mutual rights and obligations and other terms and conditions relating to the common beneficial use, occupation and enjoyment of the respective floors to be owned and held by them upon construction of the three storied building comprised in the said premises.
- (2) On or about 5th day of March 1995 the said Nani Gopal Ray died testate leaving a Will dated 3rd day of June 1982 whereby he bequeathed amongst other things the said premises to his wife and son the First Party herein absolutely and for ever.

nos.
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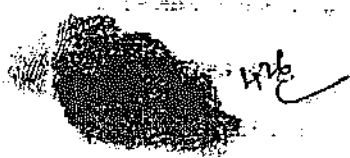
Nani Gopal
2nd floor 3/6
of 57/11
8 Pal Kal 19
company 300
2nd floor 1 to 200

G.T.O

Swalher

Debnanda Co

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Surat ou
(Surrest Sh.)



Veena

(VERNA JH)

B.F.

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The
Veena the 1/0 Surrest
the bath of 52 H Sally
eivencles Rel. Kal-9

(3)

T. K. Roy Chowdhury
Asst. to M/s. Dr. Digambar
29 Kalyan Chhab Road.
Kolkata - 700001

T. K. Roy Chowdhury
Asst. to M/s. Dr.
Digambar & Co. 29 M
Berkhad Rel. Kal. 700

(4)

The Executrix to the said Will obtained a Probate thereof dated 4th day of January, 1999 granted by the Hon'ble High Court at Calcutta as a result and by virtue thereof the First Parties became and are the absolute owner of the Second Floor and 4/7th part of share in the land of the other common properties comprised in the said premises.

(3)

By a Deed of Conveyance dated the 16th day of March, 2004 made between the Second Party (therein described as the Vendor) of the One Part and the Third Party (therein described as the Purchasers) of the Other Part and lodged for registration at the Kolkata registration office in Book No.1 Volume No.1 pages 1 to 17 being No.05335 for the year 2005 whereby the Second Party has sold and transferred to the Third Party the ground floor flat of the said premises together with 3/14th part of share in the land and other common properties comprised in the said premises at the consideration therein mentioned absolutely and for ever free from all encumbrances whatsoever subject however to the said Agreement dated 19th day of September, 1985.

(4)

Now that the Third Party has become the owner of the Ground Floor Flat of the said premises with undivided 3/14th share or part of the land and other common properties therein the Parties hereto have agreed to modify the Principal Agreement to the extent and in manner hereinafter appearing.

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NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-

1. The First Party is and continues to be the absolute owner of the Second Floor and the Roof Top of the said three storied building together with undivided $4/7^{\text{th}}$ part of share in the land and other common properties comprised in the said premises.
2. The Second Party is and continues to be the absolute owner of the First Floor together with undivided $3/14^{\text{th}}$ part of share in the land and other common properties comprised in the said premises.
3. The Third Party has become and is the absolute owner of the Ground Floor flat together with $3/14^{\text{th}}$ part of share in the land and other common properties comprised in the said premises.
4. The Parties hereby covenant with each other as follows :-

(a) The First Party shall maintain at their cost the Second Floor and the Roof Top in good condition and order and shall abide by all laws, bye laws, rules and regulations of the Government, Kolkata Municipal Corporation and/or other statutory authority or authorities or local body or bodies and shall answer attend to all statutory requirements and be responsible for all deviations, violations and breaches thereof or of any other condition made therein and shall observe and perform all the terms and conditions herein contained in the Principal Agreement as varied by these presents insofar as the said Second Floor and the Roof Top are concerned.

(b) The Second Party shall maintain at its cost the First Floor in good condition and order and shall abide by all laws, bye laws, rules and regulations of the Government, Kolkata Municipal Corporation and/or other statutory authority or authorities or local body or bodies and

shall answer attend to all statutory requirements and be responsible for all deviations, violations and breaches thereof or of any other condition made therein and shall observe and perform all the terms and conditions herein contained in the Principal Agreement as varied by these presents insofar as the said First Floor is concerned.

(c) The Third Party shall maintain at their cost the Ground Floor in good condition and order and shall abide by all laws, bye laws, rules and regulations of the Government, Kolkata Municipal Corporation and/or other statutory authority or authorities or local body or bodies and shall answer, attend to all statutory requirements and be responsible for all deviations, violations and breaches thereof or of any other condition made therein and shall observe and perform all the terms and conditions herein contained in the Principal Agreement as varied by these presents insofar as the said Ground Floor is concerned.

(d) The First Party shall pay proportionate share towards municipal taxes, multistoried 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 Second Floor together with the Roof Top and the undivided $4/7^{\text{th}}$ share in the said land in the premises hereof.

(e) The Second Party shall pay proportionate share towards municipal taxes, multistoried 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 First Floor and the undivided $3/14^{\text{th}}$ share in the said land in the premises hereof.

- (f) The Third Party shall pay proportionate share towards municipal taxes, multi storied 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 Floor and the undivided $3/14^{th}$ share in the said land in the premises hereof. The Third Party shall take prompt steps to have their names mutated in the names of the Kolkata Municipal Corporation or other appropriate authority or authorities as the owner of the Ground Floor and the undivided $3/14^{th}$ share in the land and other common properties and so long as their names are not mutated the Third Party shall pay as and when called upon by the Second Party the said taxes in such proportion as may be demanded by the Second Party or otherwise considered reasonable.
- (g) The Third Party shall promptly take steps to have the electrical meters in connection to the Ground Floor transferred in their names so that the security deposit money 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 them and until such transfer the Third Party shall promptly reimburse to the Second Party the amount of charges registered in the said meters.
- (h) If and when the First Party decides (subject to the approval of the Kolkata Municipal Corporation) to construct a new floor on top of the Second Floor the Second Party and the Third Party shall render and cause to be rendered all assistance and cooperation 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 occupants of the First Floor and Ground Floors of the

building and Provided further that the First Party shall take all steps at their own cost to relocate the water reservoirs connected to the First Floor and Ground Floors if necessary and Provided further that in consonance with their 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 shall continue to have the 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 the floor to be constructed on the Roof thereof or on the 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 shall be carried out by the First Party at the cost of the Second Party and/or Third Party on actual basis.

(i) 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 and the Third 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 and the Third 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 and the Third Party a prior forty-eight hours' written notice of their 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 Parties 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 and the Third Party as under :-

- (a) the First Party shall maintain at their 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, Kolkata Municipal Corporation and/or any other statutory authorities or local bodies and shall amend 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 and the Third 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 the Third Party and/or any other occupiers of the said building or neighbourhood;
- (c) The Second Party and the Third 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 their respective ground floor and first floor 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 and the Third Party and their 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 them 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 the Third Party and/or their 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 and the Third Party shall have -

(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 any of the parties shall intend to sell the floor or floors of which they or it is or are the owner or any part thereof they or it shall give notice to the other parties of the price at which they or it propose(s) to sell and either of the remaining shall have the first option to purchase the same provided they 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 third person provided that such third person shall enter into a Written Agreement to be bound by the restrictions and covenants contained in the Principal Agreement and/or any modification thereof which are applicable to the First Party or Second Party or Third Party as the case may be in

relation to use, enjoyment and occupation of the Floor or Floors or part thereof owned by her or it or them ;

- (b) save and except the rights hereby reserved to and for the Second Party and the Third 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 themselves to delegate all or any of their powers and authorities under this Agreement to any person or persons including the Second Party or the Third 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) All 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 the Principal Agreement as varied by these presents for the peaceful use, occupation and enjoyment of their respective flats and common properties in the said premises.
- (e) For the sake of clarity the word "maintenance" used in this Agreement shall mean and include amongst other things repairing, servicing, operating electrical pump on daily basis and daily cleaning stairs and landing keeping the surroundings clean, periodical chopping of the plants

growing from the nooks and corners, cleaning of overhead water tanks underground reservoirs and the underground pits.

- (f) The parties hereto agree that for the proper maintenance of the said premises, they will get the outside wall thereof and the inside wall of the staircase painted and that the sweeper engaged for maintaining the cleanliness of the staircase and such parts of the house will be paid a Puja Bonus of one month's salary. The cost of the painting and the Puja Bonus will be shared proportionately by the parties hereto.

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 Chillaek 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 Diji Panchannagram Division VI Sub-Division I. Khas Mahal Collectorate part of Holding No.32 Mouza 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 the South :	By 30' wide road ;
On the East :	By 12' wide common passage; and
On the West :	By premises No.57B, 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 :-

ALL THOSE Second Floor and the Roof thereof covering a plinth area of 183.237 square meters more or less forming part of the said three-storied 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 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.

THE THIRD SCHEDULE above referred to :-

ALL THAT First Floor covering a plinth area of 183.237 square meters more or less forming part of the three-storied 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-fourteenth share of the land belongs to the Second Party) TOGETHER WITH ALL fixtures and fittings installed in the said First Floor and all appurtenances and appendages exclusively thereunto belonging or used or enjoyed therewith.

THE FOURTH SCHEDULE above referred to :-

ALL THAT Ground Floor covering a plinth area of 183.237 square meters more or less forming part of the three-storied 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-

fourteenth share of the land belongs to the Second Party) TOGETHER WITH ALL fixtures and fittings installed in the said Ground Floor and all appurtenances and appendages exclusively 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 SMT ANIMA RAY
and DASAD PRASAD RAY
in the presence of:

Anima Ray

Basab Prasad Ray

Madhali Sen

9, P. G. M. S. ROAD.

KOLKATA-700095

Debalina Ray

57 H. B. C. Road

Kolkata - 700019

SIGNED and DELIVERED for
and on behalf of the abovenamed
TIL LTD. by DEBASIS NAG
its COMPANY SECRETARY in the presence of:

TIL LIMITED.

(DEBASIS NAG)
COMPANY SECRETARY

Harendra (HARESHWAR PALLI)

1, Tarambala Rd.
Kolkata-700014

A. K. De
1, Tarambala Road
Kolkata-700014

SIGNED and DELIVERED by the
abovenamed SURESH JHA and
VEENA JHA in the presence of:

Suresh Jha
Veena Jha
(Veena Jha)

T. K. Roy Choudhury

29 Kalyani Chandra Road -

Kolkata - 700001

Nirmal Chandra Nag.

Advocate.








































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Kolkata 700001












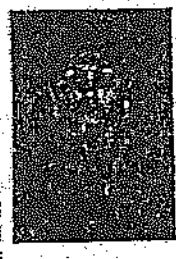














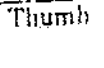


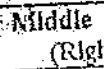


Drafted by me

(A. M. DEBAT)
Solicitor & Advocate
Kolkata

Form
SPECIMEN FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants/ Presentants					
	 Anura Ray					
		Little	Ring	Middle (Left Hand)	Fore Hand)	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
	 Basab Prasad Ray	Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
	 					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Little	Ring	Middle (Right Hand)	Ring	Little

Form
SPECIMEN FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants/ Presentants					
	 <i>Suresh Kumar</i>	 Little	 Ring	 Middle (Left Hand)	 Fore Hand)	 Thumb
		 Thumb	 Fore	 Middle (Right Hand)	 Ring	 Little
	 <i>Veena</i>	 Little	 Ring	 Middle (Left Hand)	 Fore	 Thumb
		 Thumb	 Fore	 Middle (Right Hand)	 Ring	 Little
		 Little	 Ring	 Middle (Left Hand)	 Fore	 Thumb
		 Thumb	 Fore	 Middle (Right Hand)	 Ring	 Little

5(1)

NO. 72382

DATED 30th January 2006

- BETWEEN -

SMT. ANIMA RAY,
BASAB PRASAD RAY

TH. LTD.

- AND -

SURESH JHA AND VEENA
JHA

REGD IN
PAGE NO. 106960
DATE 14/8/06



TRIPARTITE AGREEMENT

REGD IN
PAGE NO. 106960
DATE 14/8/06



REGD IN
PAGE NO. 106960
DATE 14/8/06

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14/8/06

On, Dignam & Co.,
29, Netaji Subhas Road,
Kolkata 700 001