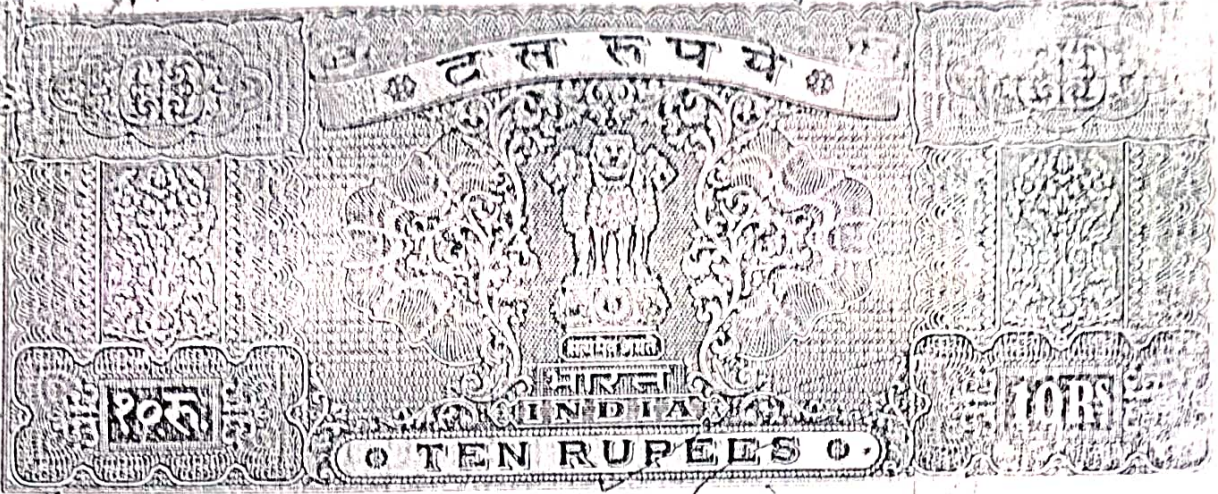


S. R. Alipore, Deed NO. 9549, Book NO. I, Vol. NO. 176 Page 22 to 34
Year 1961. 10/12/61



3067
20.5.61

NO = 9549 (2.6.98)

Plas Papers

Calcutta Collectorate stamp department

no = 90 9-1961-62

Adjudication Fee - Five Paid

under Section 31

Act of 1899

Pr 51-

See 32 Case no 90 9-1961-62

entitled that Mr. Bull Stamp duty -

Chargable on Mr. Datta under

the Indian Stamp Act Amendment

30/12-1961 which has been paid and

credited to Govt under C.A. Challan no 2

21.2.61 & illegible 22.2.61 Collector

Stamp Revenue & illegible 22.2.61 & illegible

22.2.61 Calcutta Collectorate - Mr. 22.2.61

7618

TAPAS KRI DEVI
1220 etc,
Allpress Polles Court
Calcutta-97

[Handwritten signature]

3068

Deposited from 28/5/98
in account of CHITRAL
Serial No. _____
Registered in Book No. _____
Volume No. _____ Page _____
For the year _____
of the office of _____

29.70
10.00
4.00
15

43.85

[Handwritten signature]

2/6/98

Fee And Rs 90
 Rs 2/-
 D. S. Ghosh
 Sub. Registrar
 15.12.61

Made and signed in presence of witnesses on this 15th day of December 1961 at the office of the Sub-Registrar, Alipore, West Bengal.
 Commissioner of Revenue & Officer-in-Charge, District West Bengal.
 Sub-Registrar, Alipore, West Bengal.

THIS INDENTURE OF LEASE made this 15th day of September 1961 between the GOVERNOR OF THE STATE OF WEST BENGAL, hereinafter referred to as the "LESSOR" (which expression shall unless excluded by or repugnant to the context be deemed to include her successor in office and assigns) OF THE ONE PART AND Sri Sishir Ranjan Bhowmick, son of Sri Mohendra Kumar Bhowmick, residing at 13, Dayahatta Street (Digambar Jain Temple Road), Burrabazar, Police Station Calcutta, District West Bengal, hereinafter referred to as the "LESSEE" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) OF THE OTHER PART :

WHEREAS the Lessee has applied to the Lessor to grant to him a lease of the Land and premises hereinafter more particularly described in the schedule hereunder written for the period and on the terms and conditions hereinafter mentioned and the Lessor has agreed to the proposal of the Lessee.

WITNESSETH as follows :

In consideration of the Salami or premium of Rs. 23,516/- (Rupees Twenty three thousand, five hundred and sixteen) only of which the Lessee has paid to the Lessor the sum of Rs. 11,758/- (Rupees Eleven thousand, seven hundred and fifty-eight) only being fifty percent of the salami or premium and has promised to pay the balance of Rs. 11,758/- (Rupees Eleven thousand, seven hundred and fifty-eight) only in manner hereinafter appearing and of the rent and the Lessee's covenants hereinafter reserved

and contained.....

reserved and contained the Lessor doth hereby demise unto the lessee ALL THAT piece^(S. 20, 21, 22) or parcel of land hereditaments and premises hereinafter more particularly described in the Schedule hereunder written and hereinafter referred to as the demised land TO HOLD the same UNTO the Lessee as from the 29th day of September, 1961 for the term of 99 (ninety nine) years paying annual rent at the rate of Rs.1/- (Rupees one only) during the said term on the 8th day of September every year for the year for which such rent shall be due and payable without any deduction or abatement whatsoever.

2. That the Lessee to the intent that the obligations may continue throughout the term hereby created hereby covenants with the lessor as follows :-

1) to pay Rs.11,758/- (Rupees Eleven thousand, seven hundred and fifty eight) only being the balance of the Salami in one or several annual instalments within the period of twelve years from the date of these presents.

2) to pay annually on each anniversary of these presents interest on the said sum of Rs.11,758/- (Rupees Eleven Thousand, Seven Hundred and fifty eight) only or the portion thereof for the time being remaining due and payable at the rate of seven per cent per annum ; provided however that in case of punctual payment of the said interest on the respective due dates of payment thereof the interest will be charged at the rate of 6 per cent per annum in lieu of 7 per cent per annum ".

3) That the Lessee shall pay the rent reserved on the day and in the manner aforesaid.

4) To bear pay and discharge all existing and future rates taxes assessments duties impositions and outgoings whatsoever imposed or charged upon the demised premises or upon the owner or occupier in respect thereof payable by either in respect thereof.

5) That the Lessee shall use the said plot of land solely for the purpose of erecting a building for residential purpose and

and for no other purposes whatsoever without the previous consent in writing of the Lessor or the Government of West Bengal (hereinafter referred to " the Government ").

6) Not to assign underlist or part with the possession of the demised premises or any part thereof so long as the full amount of the salami is not paid and after payment of the full amount of the salami not to assign transfer or assign the demised premises or any part thereof without first obtaining the written consent of the Lessor such consent however not to be unreasonably withhold in the case of a respectable and responsible person.

7) Not to mortgage or charge the lease hold interest of the Lessee and the building to be erected thereon without the previous consent in writing of the Government.

8) Should the Lessee die after having made a bequeath of the leasehold premises and the building to be erected thereon in favour of more than one person or die intestate having more than one heir then in such case the persons to whom the leasehold premises with the buildings thereon be so bequeathed or the heirs of the deceased lessee as the case may be shall hold the said property jointly without having any right to have partition of the same by metes and bounds or they shall nominate one person amongst their number in whom the same shall vest.

9) To bear and pay all expenses incurred in respect of preparation execution and registration of the Lease to be executed by the Lessor in favour of Lessee including the stamp duty and registration fees payable therefor.

10) To pay the proportionate charges for the lighting of street lights near the demised premises and the proportionate cost for the maintenance of the pumps for the supply of water to the demised premises at such rates as will be fixed by the Government or any other appropriate authority as the case may be.

11) Not to permit any sale by auction to be held upon the

the demised premises or suffer any part of the demised premises to be so used as to cause nuisance annoyance or inconvenience to the occupiers of adjacent houses or the neighbourhood.

12) To keep the demised premises including the building in clean and sanitary condition and in a proper state of repairs.

13) To yield up the demised premises with fixtures except tenant's fixtures and additions thereto at the determination of the tenancy in good and tenantable repair and condition in accordance with the covenants hereinbefore contained.

3) The Landlord hereby covenants with the tenant as follows :-

1) That the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for him.

2) That the Lessor will on the written request of the tenant made six calendar months before the expiration of the term here

created and if there shall not at the time of such request be any existing breach or non-observance of any of the covenants on the part of the tenant hereinbefore contained at the expense

of the Lessee, grant to him a lease of the demised premises for the further term of ninety nine years from the expiration of the

said term at the same rent and containing the like covenants and provisions as are herein contained with the exception of the present

covenant for renewal the Lessee on the execution of such renewed lease to execute a counterpart thereof and without

acquiring payment of any further premium.

4) PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED as follows :-

1) If the Lessee makes default in the payment of any installment of the Salami or the interest thereon payable thereon

aforsaid on the respective due date for payment thereof or

Schahid Ali
Agna (Agha) Ali
Shahid Ali
Chandra Ali
19/1/1951
Sub. Reg. No. 100
Cal 6
by Mr. H. B. Bhowmik
Govt. 9. W. B. Bhowmik
to exempt
from Rules
Superior
to 1/1/1951
under
Sec 8 - Act
XVI 9. 10
in force
by his
and
Signature
Sub. Reg. No. 100
15.12.61

or if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether formally demanded or not) or if any covenant on the Lessee's part herein contained shall not be performed or observed or if the lessee or other person in whom for the time being the term hereby created shall be vested shall become bankrupt then and in any of the said cases it shall be lawful for the lessor at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon, without prejudice to the right of action of the Lessor in respect of breach of the Lessee's covenants herein contained, this demise shall absolutely determined and all amounts paid by the lessee towards Salami shall stand forfeited and the Lessor shall be entitled to re-enter into possession of the demised land or any part thereof in the name of its whole and all buildings and structures as may in the meantime be erected by the lessee in the demised land shall belong to and be vested in the Lessor. (E.H. Singh)

2) Any notices required to be served hereunder shall be sufficiently served on the Lessee if left addressed to him on the demised premises or forwarded to him by post or left at his last known address.

3) All sums payable by the Lessee to the Lessor and/or the Government under these presents for premium or salami, additional premium or salami, rent or interest shall be recoverable as public demand under the Bengal Public Demands Recovery Act or any statutory modification thereof for the time being in force.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT land measuring Ten Cottahs nil chittaks and thirty three Square feet to be the same a little more or less situate lying at the bearing Plot No.165, J.L.No.34, Fouzi Sub-Division Alipore, Mauza-Bade Raipur, Thana-Tollygunge,

Registered
Book No 1
Vol- 176
Pages 28-34
Page No 9549
Am 14. Jun 1961
(Seal)
D. J. Singh
Sub Registrar
Alipore
16-12-61

G. S. Singh
D. J. Singh
16-12-61
Alipore
D. J. Singh
16-12-61
C. L.
D. J. Singh
16-12-61

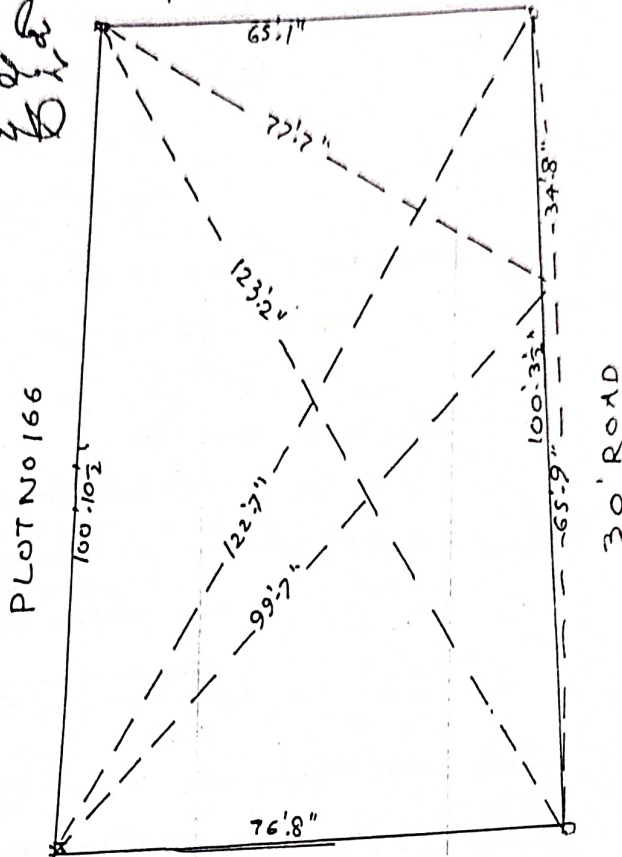
PLAN OF PLOT NO 165
IN
TOLLYGUNJ LAND DEV. SCHEME
SCALE 20:1

AREA 1016.0 CH 335 SF

at the corner of
S.E. of Plot No 165
1/21st P.P.P. Road

PLOT NO 163

to be used for
parking



[Signature]
2.6.98

EXISTING ROAD

of Sisir Ranjan Bhattacharya
MEASUREMENT ACCEPTED

[Signature]
7.3.60
SURVEYOR

SUPERVISING SURVEYOR
CONSTRUCTION BOARD

certified to be the true copy of the
attached to document 9549 no. 1961
held on July 8/21.5.9
Asst. Surveyor

registration Alipore, Sub-District Alipore, in the District of 24-Parganas and having pillars No. 169, within the Corporation of Calcutta and butted and bounded in the manner following that is to say :-

On the North : by Plot No. 163 bearing pillar No.167.

On the West : By plot No.166 -do- -do- -do-

On the East : By 30' ft. Road

and On the South : by existing Road.

As per plan annexed.

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 FOR and on behalf of the Governor of the State of West Bengal by the Secretary, Development Department, Government of West Bengal in the presence of :-

Sd/- Secretary Development, Publ. Govt. ...
Sd/- H. Das Gupta H. Das Gupta Assistant Secy
Develop. Dept. - Department - Govt - West Bengal

SIGNED, SEALED AND DELIVERED by the *Sd/- S. Shiv Raj...*
sd

In Presence of :- *Sd/- ...*

- Witnesses :-
1. *...*
 2. *...*

Shrey

D. D. Leg. no

16.12.61

Recy

D. D. Leg. no

16.12.61

~~Q.1~~

D. D. Leg. no

16.12.61

Shrey Jan 20 of Recy

John P. G

1.6.98

~~Shrey Jan~~

Phattayas

1.6.98

From Shrey

D. D. Leg. no

Sub. Leg. no, 16.12.61

~~Shrey Jan 20 of Recy~~
~~John P. G~~
~~1.6.98~~