

United Section 31 Act L) of 1899 DEPAR

Sec. 32 Case No. 361 of 1964-65. Confided that the full stomp duty chargeable on this instrument under the Indian Stamp Act. amounting to Bo 338.70/2. / Rupus Three hund ight and Sever fy paisa of They has been paid and business to your chastan No. 99 sted 29.9.64 Qalcatia Collectorate. Mass residence secold by

Su. 32 ense No. 19 of 1966-67.

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Hasti 75 15. (Im Jano 5:x15 Sum and Sumfy)
has been paid and on differ to good much co.
No. 88 defeat 27-4-66.

Calcuite Collectorate.

THIS INDENTURE OF LEASE made this day o: THE GOVERNOR OF THE STATE OF WEST BENGAL hereinafter referred BETWEEL to as the "LESSOR" (which expression shall unless excluded by or repugnant to the context be deemed to include her successon in office and assigns) of the ONE PART AND Sanat Kumar Roy son of Sri Sisir Kumar Roy residing in New Alipore Police Station New Alipore Sub-Division Alipore District 24-Parganas Hereina: 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 assign: of the OTHER PART.

WHEREAS the Lessee has applied to the Lessor to gran 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 mention and the Lessor has agreed to the proposal of the Lessee.

## WITNESSETH as follows :-

In consideration of the salami or premium of Rupees fourteen thousand seven hundred seventy-four only out of which the Lessee has paid to the Lessor the sum of Rupees Seven thousand three hundred eighty-seven only being fifty per cont of the salami or premium and has promised to pay the balance of Rupees Seven thousand three hundred eighty-seven only in manner hereinafter appearing and of the rent and the Lessee's convenants hereinafter reserved and contained the Lessor doth hereby demise unto the Lessee ALL THAT piece or parcel of land hereditaments and premises hereinafter more particularly described in the Schedule hereunder written and hereinafter

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resented for Registration an A. M. or P. M. on the day of ......19 at the Office of the Sub-Registrar Alipur Sadat by Executant or Claimant or attorney No. 24 PARGANAS Son/Wife of.....



Buthersh kumarkey.

Thana..... District..... By Caste by Profession

Of...... District..... By Caste.....by Profession

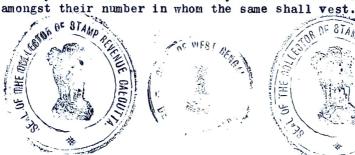
Son/Wife of.....

who is exempt from in this office under Sec 88 of Act. XVI of 1908 is proved by his Sea and Signature

M PARGAMAN

referred to as the "demised land" TO HOLD the same UNTO the Lessee as from the 5½ day of May, 1946 for the term of 99 (ninety-nine) years paying annual rent at the rate of Re.1/- during the said term on the 4½ day of May 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.7,387/- 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.7,387/- 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 for no other purposes whatsoever without the previous consent in writing of the Lessor or the Government of West Bengal (thereinafter referred to 'the Government').
- (6) Not to assign underlet 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 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 withheld in the case of a respectable and responsible person.
- (7) Not to mortgage or charge the lease hold interest of the Lessee and the buildings to be erected thereon without the previous consent in writing of the Government.
- (8) Should the Lessee die after having made a bequest of the leasehold premises and the building to be erected thereon in favour of more than one person or die intenstate 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 without having any right to have partition of the same by metes and bounds of they shall nominate one person amongst their number in whom the same shall vest.







## Page No.3.

- (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 of any other appropriate authority as the case may be.
- (11) Not to permit any sale by auction to be held upon 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 a 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.
- To Lessor hereby covenants with the Lessee as follows:-
- (1) That the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulation 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 lessee made six calendar months before the expiration of the term hereby 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 pat of the lessee hereinbefore contained at the expenses of the Lessee, grant to him a lease of the demised premises for the further term of ninetynine years from the expiration of the said term at the same rent and containing the like covenants and provisios 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 requiring payment of any further premium.
- PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED as follows:
- (1) If the lessee makes default in the payment of any instalment of the Salami or the interest therein payable thereon as aforesaid on the respective due date for payment thereof 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 reenter 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 any breach of the Lessee's covenants herein contained this demise shall absolutely be 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.

- 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.
- All sums payable by the Lessee to the Lessor and/or (3)the Government under these presents for premium or salami, additional premium or salami, rent or interest shall be recoverable as a 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 Six Cottahs Nine Chittaks and thirty-three square feet to be the same a little more or less situate lying at and bearing plot No. J.L.No.34 Touzo No.151 √ Subdivision Alipore mauza Bade Raipur Thana Tollygunge registration Alipore Sub-district Alipore in the District of 24-Parganas within the Corporation of Calcutta and butted and bounded in the manner following that is to say

Plot no 120. on the north by on the west by Platro 1062105 on the east by 30 theod. and on the south by Philip

A. T. Sen. Estates Manager, & Ex-Officio. A-sistant Secretary Development and Planning Department

Government of Work Bengal. 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: 5.5.60

P. K. Chelmarrel. SIGNED SEALED AND DELIVERED BY

in the presence of:

maundra nath hubra 1) 1/155- Jalindas Magar, P.O. Belgharia, 24-Parganas.

2) Keshod Lad Ishash, 15/1 Nation Mullage Lane, Shilo pono, Hasouh.





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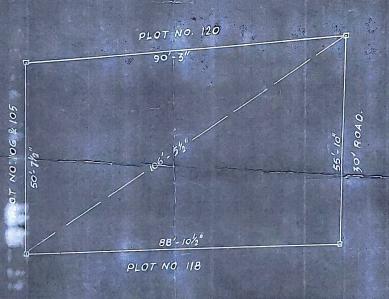


TRUE COPY

PLOT PLAN OF PLOT NO. 119.

IN

TOLLYGUNJ LAND DEV. SCHEME.



SCALE- 20'-1" AREA - 6-K: 9-CH: 33-SFT.

SD/- A T. SEN.

MEASUREMENT ACCEPTED.

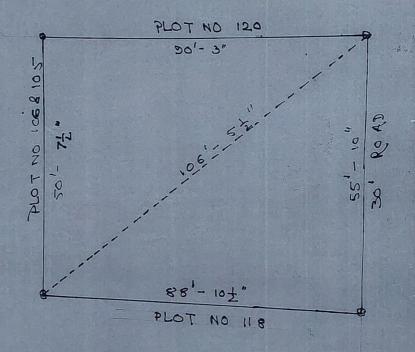
ILLEGIBLE.

URVEYOR

SD/- J.N. BOSE.

CONSTRUCTION BOARD.

## PLOT PLAN OF PLOT NO-119. LN TOMYGUNJ LAND DFV SCHEME. SCALE - 20'=1" LREA-G.K: 9CH 33 SET



SURVEYOR SAI PROJE HEASURE HENT ACCEPTED

SUPERVISING SURVEYOR.

CONSTRUCTED BOARD.

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