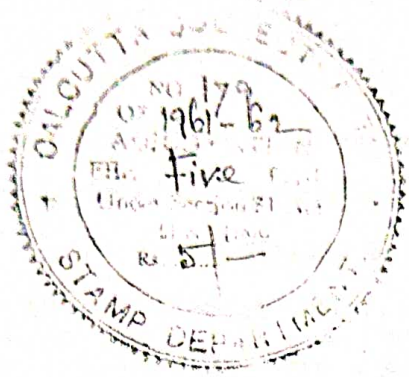


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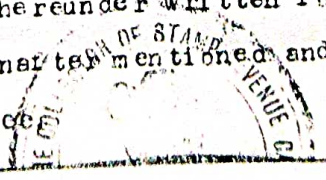
Doc-32. Case No. 179 of 1961-62  
Certified that the full stamp duty chargeable on this  
Instrument under the Indian Stamp Act amounting to  
Rs. 248.41 (Rupees two hundred and forty-eight  
has been paid) such as has been credited to Govt. funds  
Serial No. 67 of 7.8.61  
Calcutta Collectorate.  
The 7.8.1961  
Collector of Stamp Revenue,  
7.8.61  
Pop  
7/8/61

Admissible under Rule 21 and also  
under the provisions of the  
Demand of Stamp Duty on Agricultural  
Tenants is exempted for exemption  
from the payment of Stamp duty)  
under the Indian Stamp Act, 1899,  
Schedule IA, No. 25A(1) & c  
Fee paid -

A 70/-  
25/-  
75/-

Registrar, Alipore  
Sindar  
11-8-61

THIS INDENTURE OF LEASE made this 11<sup>th</sup> day of August,  
One thousand nine hundred and sixty one 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 Srimati Leela Sarkar wife of Shri Nihar Kumar Sarkar resid-  
ing in 6B, Clarke Street, Police Station Ballygunge District 24 Pargis  
hereinafter referred to as the "LESSEE" (which expression shall unless  
excluded by or repugnant to the context be deemed to include <sup>L.S.</sup> her heirs  
executors administrators representatives and assigns) of the OTHER  
PART. WHEREAS the Lessee has applied to the Lessor to grant to <sup>L.S.</sup> her  
a lease of the land and premises hereinafter more particularly descri-  
bed 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 :-

1. In consideration of the salami or premium of Rs 16,254/- (Rupees sixteen thousand two hundred fiftyfour) only which the Lessee has paid to the Lessor and of the rent and the Lessee's covenants hereinafter reserved and contained the Lessor doth hereby demise unto the Lessee ALL THAT piece <sup>L.S.</sup> ~~of~~ 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 11<sup>th</sup> day of August <sup>1961</sup> for the term of 99 (ninety nine) years paying annual rent at the rate of Re. 1/- (Rupee one) only during the said term on the 10<sup>th</sup> day of August 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 :-

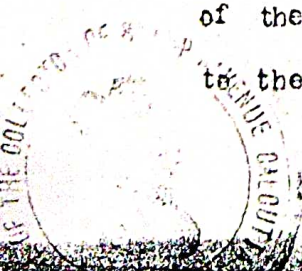
(1) That the Lessee shall pay the rent reserved, on the day and in the manner aforesaid.

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

(3) 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 (hereinafter referred to as the Government).

Registrar, Alipora  
Sadar

1-8-61





- (4) 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.
- (5) Not to mortgage or charge the Lesshold interest of the Lessee and the buildings to be erected thereon without the previous consent in writing of the Government.
- L.S. (6) 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 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.
- L.S. (7) 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.
- L.S. (8) 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.
- (9) 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 inconveniences to the occupiers of adjacent houses or the neighbourhood.



11/20  
Alipora Sadar  
Development Commission  
Power of attorney No  
authenticated by the

Sitanon Sekhar Ray  
11/8/61

Govt. Office Secy

Development Commission  
Sitanon Sekhar Ray

Son/wife of  
of  
District  
by

Sadar  
11-8-61

Keela Sarkar

With  
in  
place  
place

Nikhil Kumar Sarkar

Shri H. B. Raju Development  
Commission Govt. Office  
Secy Development  
Commission  
in this office under  
XVI of 1906 is proved by his  
signature

Thumb impression  
disposed with

Handwritten signature



(10) To keep the demised premises including the buildings in a clean and sanitary condition and in a proper state of repairs.

(11) To yield up the demised premises with fixtures except tenant's fixtures and additions thereto at the determination of the tenancy in good and tenable 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 stipulation herein on <sup>his</sup> ~~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 <sup>his</sup> ~~him~~.

(2) That the Lessor will on the written request of the tenant 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 of non-observance of any of the covenants on the part of the tenant hereinbefore contained at the expenses 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 <sup>provisions</sup> ~~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 <sup>counterpart</sup> ~~counterpart~~ thereof and without requiring payment of any further premium.

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

(1) If the <sup>rent</sup> ~~interest~~ 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 than 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 whomever he may think fit 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 determine 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 <sup>name</sup> ~~land~~ of the whole and all buildings and structures which may in the meantime be erected by the Lessee in the demised land shall belong to and vested in the Lessor.

(2) Any notices required to be served hereunder shall be sufficiently served on the Lessee if left addressed to <sup>L.S.</sup> ~~him~~ on the demised premises or forwarded to <sup>L.S.</sup> ~~him~~ by post or left at <sup>L.S.</sup> ~~his~~ last known address.

(3) All sums payable by the Lessee to the Lessor and/or to the Government under these presents for rent 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 Ten Chittaks and ten Square feet be the same a little more or less situate lying at and bearing plot No. 130 J.L.No. 34 Touze 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 on the north by plot No. 129.

on the west by plot No. 131.

on the East by 30' feet wide road.

and on the south by 30' feet wide road.

as per annexed plan



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:

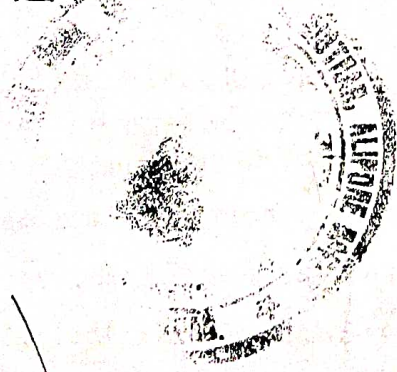
*H. Banerjee*  
H. Banerjee  
Development Commission  
Ex-officio Secretary, Development Dept., Govt. of West Bengal.

SIGNED SEALED & DELIVERED by the said

*Leela Sarkar*  
Leela Sarkar  
Development Department  
Ex-officio Secretary, Govt. of West Bengal.

in presence of :-

- 1) *Nikhil Kumar Sarkar*  
6B Clarke Street, Calcutta - 26
- 2) *Ram Chandra Dey*  
4/1C Champakola 1st Bye Lane  
Calcutta



Registrar, Alipour  
Sadar.

11-8-61

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Registrar, Alipour  
Sadar



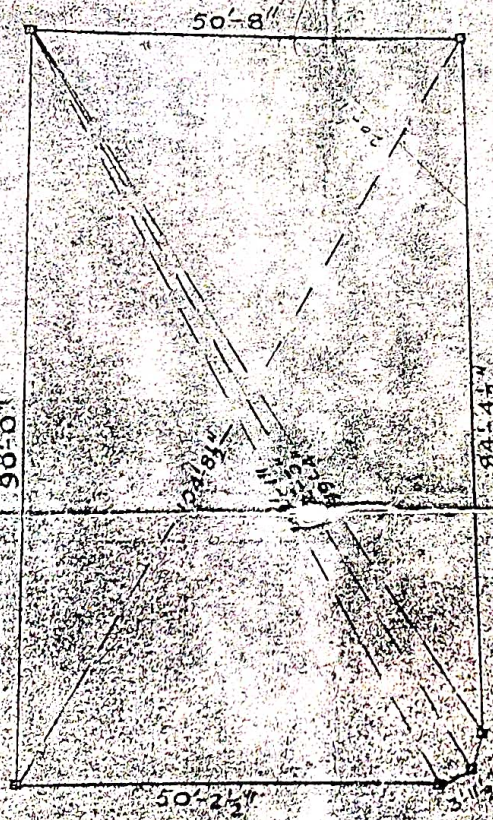
PILOT PLAN OF PLOT NO. 130  
IN  
TOLLYGUNJ LAND DEV. SCHEME  
SCALE - 20"=1"

AREA - 6K. 10 CH. 10 SFT.

S

PLOT NO. 129

PLOT NO. 131



30' ROAD

30' ROAD

*H. Banerjee*  
Development Committee and  
Ex-officio Secretary, Planning Dept.  
Government of West Bengal  
MEASUREMENT ACCEPTED

*S. K. Ghosh*  
12/1/60  
SURVEYOR

SUPERVISING SURVEYOR  
CONSTRUCTION BOARD





6734 Form 1961

S. A. O. Alipone

REGISTRAR, Alipone  
Sadar.

11-3-61