

13
Exempted from Stamp Duty under
Government of India notification No. 6220 S. P. dated 2nd
September 1904

Exempt from registration under Government of India
notification No. 376 dated 2nd April 1914. The 7th
June 1934.

Sub-Registrar, Cossipure

69
THIS INDENTURE made this the 7th day of June in
the year of Christ One Thousand Nine Hundred Thirty-two, BETWEEN
the Calcutta Suburban Co-operative Colony, Limited, a Co-operative
Society registered under the Co-operative Societies Act (Act 11 of 1912)
having its Registered Office at No. 49, Dum Dum Road, Dum Dum
(hereinafter called the "Landlord" which expression shall unless excluded
by or repugnant to the context, include its successors in Office and
assigns), of the ONE PART and Mrs. Rajendra Prasad
son of Babu Gobal Gobinda Prasad of Village Kashatala
P. S. Keshabpur, Dist. Faridpur by caste Landya
by occupation Pleaser a member of the aforesaid Calcutta
Suburban Co-operative Colony, Ltd., (hereinafter called the "Tenant"
which expression shall, unless excluded by or repugnant to the context,
include his heirs, representatives and assigns) of the OTHER PART :

WHEREAS by an Indenture dated the 8th October, 1931 the Landlord
purchased the mourasi mokarari tenure under Tauzi No. 182 commonly called
the "Moti Jheel" situate in Mouzas Bagjola and Satigachi, Police Station
Dum Dum, within the jurisdiction of the Sub-Registrar of Dum Dum,
District 24 Parganahs, and is seized and possessed of the said lands
and has prepared a housing scheme by parcelling out the said lands and
hereditaments into many small plots with intent to grant permanent
mokarari leases of these plots to its members for valuable consideration AND
WHEREAS the said Tenant is a member of the said Calcutta Suburban
Co-operative Colony Ltd., AND WHEREAS the Tenant has applied
for the grant of a permanent lease of plot No. 17 of the
plan annexed hereto and coloured red and the Landlord has
agreed to grant mourasi mokarari patta to the Tenant in respect of
the aforesaid plot : AND WHEREAS by a Resolution passed
on the eighth August 1932, the Committee of the said Calcutta
Suburban Co-operative Colony Ltd., has authorised its Secretary and
President and a member of the Committee to execute this lease and
affix the common seal of the Landlord to this lease and register it for
and on behalf of the said Calcutta Suburban Co-operative Colony Ltd.

NOW THIS INDENTURE WITNESSETH that in pursuance of
the said agreement and in consideration of the sum of Rs. 57-11-7
(Rupees Five Seven and 11 paise and 7 annas)
paid by the said Tenant to the Landlord on or before the execution of
these presents (the receipt whereof the said Landlord doth hereby
acknowledge) and of the rents and tenant's covenants hereinafter reserved
and contained, the Landlord doth hereby demise unto the Tenant, his
heirs, representatives and assigns for ever ALL THAT piece or parcel
of land containing by measurement 1 B. 1 C. 8 Ch. 28 Sft. in area
situate in Mouza Bagjola Police Station Dum Dum within the jurisdiction
of the Sub-Registrar of Dum Dum, 24 Parganas, and more particularly
described in the Schedule hereunder written together with the right (in

Presented for Registration
at 2 P.M. on the 7th
day of June 1934 at the
Cossipure Dum Dum Sub-
Registry office by Manoranjan Das Gupta, son of the
Ex. Minto, Secretary for the Calcutta Suburban Co-operation
Society Ltd. - Landlord.
Manoranjan Das Gupta
Secretary
Sub-Registrar, Cossipure
Dum Dum
7.6.34

Exemption is admitted
by Manoranjan Das Gupta,
son of Secretary, K. K. Kar,
of President and Member
of H.A. 49, Dum - Dum Road
Thana... Dum - Dum
District 24 - Parganas
by caste Calcutta Suburban
by profession Co-operation
Calcutta Ltd. Landlord.

Manoranjan Das Gupta
Secretary
K. K. Kar
President

Karende K. Kar, member
Thana Suburban Co-operation Society Ltd. under Rule 49 (5) as Manoranjan
Das Gupta, K. K. Kar and Manoranjan Das Gupta are gentlemen of position.

Exemption is admitted also
by Manoranjan Das Gupta
son of Gopal Chandra Das Gupta
of H.A. 49, Dum - Dum Road
Thana... Dum - Dum
District 24 - Parganas
by caste Baidya
by profession Pleader, - Tenant

Manoranjan Das Gupta

Identified
by Jitendranath Chakravarty
Son of Late Kedarnath Chakravarty
of H.A. 49, Dum - Dum Road
Thana... Dum - Dum
District 24 - Parganas
By caste Brahmin
By profession Civil Engineer

Jitendranath Chakravarty
Sub-Registrar, Cossipure
Dum Dum
7.6.34



common with all other tenants of the Landlord) to pass and repass over the roads constructed by the Landlord: TO HOLD to the Tenant, his heirs, representatives and assigns for ever subject to the tenant's covenants herein contained and yielding and paying therefor a fixed rent of Rs. 2-0-0 in every year AND ALSO YIELDING and PAYING as further rent all sums of money equal to the proportion applicable to the said premises of the sum or sums from time to time paid by the Landlord as rates to the local Municipality or to any other local authority (such proportion to be certified by the Landlord whose certificate shall be final and conclusive) or all sum or sums of money that may be separately assessed on the demised premises as rates or taxes by the local Municipality or any other local authority payable either by the owner or by the occupier: AND ALSO YIELDING AND PAYING as further rent a sum or sums of money equal to the proportion of the expense from time to time incurred by the Landlord in the management, maintenance and development of the Landlord's estate (the said expense and the proportion thereof payable in respect of the said premises to be certified by the Landlord whose certificate shall be final and conclusive and binding on the tenants).

THE TENANT for himself, his heirs, representatives and assigns hereby covenants with the Landlord as follows:—

1. To pay the reserved rents in four equal quarterly instalments ending on the 25th Ashar, 25th Aswin, 25th Pous and the 25th Chaitra each year and in default to pay interest at the rate of 12½ per cent per annum computed from the first day of each quarter until payment, without any deduction or abatement whatsoever.
2. To bear, pay and discharge all rates, taxes and assessments imposed or charged upon the demised premises or on the rent thereof or upon the owner or occupier in respect thereof or payable by either in respect thereof and not included in the said reserved rents and all sums of money equal to the proportion applicable to the said premises of the sum or sums of money from time to time paid by the Landlord for assessments and rates that may be imposed upon the entire estate of the landlord including the demised premises (such proportion to be certified by the Landlord whose certificate shall be final and conclusive) to be paid on the 25th day of March, 24th day of June, 24th day of September and the 25th day of December each year without any deduction or abatement whatsoever failing which the Landlord shall be entitled to recover the dues with interest thereon at the rate of 12½ per cent per annum.
3. To do and execute or cause to be done and executed all such works as under or by virtue of any Act of the Indian or Provincial Government for the time being in force, are or shall be directed or necessary to be done or executed upon or in respect of the said demised premises or any part thereof



whether by Owner-Landlord, Lessee-Tenant or occupier and will at all times keep the Landlord indemnified against all claims and liability in respect thereof.

4. To comply with and satisfy all Regulations, Bye-laws, and conditions prescribed or required by any public, or local authority or by the Calcutta Suburban Co-operative Colony, Ltd., and keep the demised premises free from jungles and weeds and in proper sanitary conditions.
5. Not to manufacture or burn any brick, tile, cement or lime on the demised premises.
6. Not to erect or set up any big workshop with heavy machineries driven by hand, oil engines, steam or electricity without the written permission of the Landlord but cottage industries will as a rule be encouraged.
7. Not to excavate any doba or pond on the demised premises.
8. To permit the Landlord and its agents to enter upon the demised premises to clear jungles and fill up doba or pond dug in contravention of Cl. 7 or any ditches which may be declared insanitary by the Landlord and to bear all such costs incurred by the Landlord provided the tenant has first failed to comply with the requisitions of the Landlord to carry out the necessary works within a month from the date of receipt of notice in writing.
9. Not to sell the demised premises or any part thereof within 5 years from the date of these presents without the written consent of the Landlord for that purpose previously had and obtained. Provided always and it is hereby agreed that on every permitted transfer of the demised premises or any part thereof the tenant shall pay to the Landlord a fixed transfer fee of Rs. 2 per Cotta.
10. Not to sell or sublet the premises to a Non-Hindu at any time hereafter.
11. To construct his building at least 10 feet off from the Road constructed by the Landlord and which is at least 15' feet in width and to keep at least 8' feet of land open on each side of the premises and to keep at least 10' land open on the back and altogether to keep at least one-half of the demised premises open at all times free from any structures thereon and not to plant any tree from which timber may be made within the space reserved as open on the four sides of demised land.
12. To build his house within 2 years from the first day of September 1932 but husband and wife, father and son, and brothers living in a joint family owning more plots than one will be permitted to build only one joint house on any of the plots.
13. To erect a strong fencing or wall approved by the Landlord on the North of the Dum Dum Road.

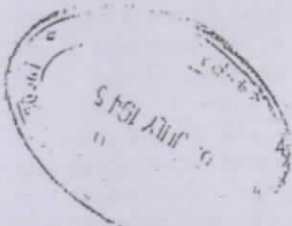


The Landlord, for itself, its successors in Office or assigns hereby covenants with the Tenant as follows :—

1. That the Tenant paying the rents hereby reserved and observing and performing the several covenants and stipulations herein contained shall peaceably hold and enjoy the demised premises for ever without any interruption by the Landlord or any person rightfully claiming under or in trust for it.
2. That the annual rent hereby reserved namely Rs. 2-11-4. c. Rs. 2-8 per bigha is fixed in perpetuity and the Landlord shall not be entitled to enhance it on any grounds whatsoever.
3. The Landlord shall take one 3% G. P. Note of the face value of Rs. 100/- per Bigha from the Tenant in commutation of the yearly rent reserved by these presents and thereafter the demised premises shall be held rent-free by the Tenant and the Landlord thereafter shall have no further claim upon the Tenant for the yearly rent reserved hereunder but all rates and assessments shall be payable by the Tenant as before.

If at any time hereafter the Landlord wishes to transfer its rights, title and interest in the demised premises, the Landlord and its successors in interest shall be bound to sell it to the rent free Tenant or his heirs, representatives and assigns free of charge and to any other Tenant or his heirs representatives and assigns at a consideration of 30 years' purchase of the yearly rent and on his failure to complete the purchase within a month from the date of receipt of the offer in writing, the Landlord may sell it to any body else.

5. That in the event of this lease being determined by the Landlord by notice for any breach of the tenant's covenants contained in Clauses 5, 6, 9 to 13 of these presents or of the By-laws of the Calcutta Suburban Co-operative Colony Ltd., the Landlord shall pay to the Tenant the value of the tenant's interest in the demised premises at the date of the said notice (such value to be determined by a valuer to be appointed by the Registrar of Co-operative Societies, Bengal) after deducting from such value 5 per cent of the amount thereof in case of any breach of the tenant's covenant contained in cl. 12 and any moneys due to the Landlord whether in respect of rent and taxes or on any other account whatsoever, such payment to be made to the Tenant within a month after vacant possession of the premises has been given to the Landlord failing which the Landlord shall be liable to pay interest thereon at the rate of 8% per cent per annum.
6. That the Landlord shall within one year from the date of these presents construct the pucca road with drains as shown in the plan annexed hereto and light it at its own expense and keep it in proper repairs at the cost of the tenant unless and until it is taken over by the Municipality, supply drinking water from a tube-well and make sanitary arrangements for its tenants at their expense.



PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED
as follows :—

1. That in the event of breach, non-observance, or non-performance of the tenant's covenants or conditions contained in Clauses 5, 6, 9, 10, 11 to 13 of these presents or of any Bye-law of the Calcutta Suburban Co-operative Colony, Ltd., it shall be lawful for the Landlord at any time thereafter to determine the present lease by giving to the Tenant one year's previous notice in writing and to re-enter and repossess the demised premises on the expiration of such notice provided the Landlord has first served a notice on the Tenant pointing out the breach of the tenant's covenant within 3 months from the date when the said breach came to the knowledge of the Landlord, demanding compliance of the terms of the Lease and the Tenant has failed to comply within 6 months from the date of service of notice and then this present lease and everything herein contained shall cease and be absolutely void to all intents and purposes whatsoever but without prejudice to any claim by the Landlord for any arrears of rent or damages in respect of any breach, non-observance or non-performance of any covenant or condition herein contained and the demised premises shall be the property of the Landlord subject to the covenants for payment to the Tenant hereinbefore contained.

IN WITNESS WHEREOF the said parties have set and subscribed their hands and respective seals the day and year first above written.

SCHEDULE.

ALL THAT Piece or Parcel of land containing by measurement /
Bigha / Cotta 9 Chatak 28 Sft. in area situate in Mauza Bangrahat Police Station Dum Dum, within the jurisdiction of the Sub-Registrar of Dum Dum, 24 Parganahs, being portion of premises No. 49 Dum Dum Road of the South Dum Dum Municipality under Touzi No. 182 of 24 Parganahs being Plot No. 17 of the plan annexed hereto and thereon coloured red and being portion of Dag No. 525, 1, 133, of Khatian No. 165, 533 and bounded on the North by Plot 27, 28 on the East by Plot 16 on the South by 24' Road and on the West by Plot 17A.

Witnesses.

For the Calcutta Suburban Co-operative Colony Ltd.

Byam Kanta Phamick

President.

Manoranjan Das Gupta

Secretary.

Saradita K. Das
Member of the Committee.

S. R. Ray Chandra
Pleader, Referee.

Manoranjan Das Gupta
Lessee.

LESSOR

24' Road

28

(127)

157-

$$\underline{102\frac{1}{4}''}$$

operation solving this:

—Lands.

Kupar

Prangon, 1800

Sketch of a geological feature, possibly a fault or boundary, labeled "Fault of the Lake" and "Scale 1/4 inch".

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(Rinnor, Xor, ...)

