

EP 35

(297)

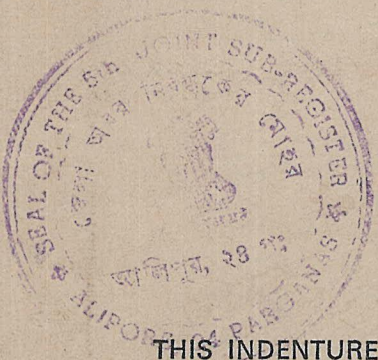
Admissible under Rule 21  
(Exempt from Stamp Duty)  
under the Indian Stamp Act  
1899 or Schedule IA, No. 359  
Fees paid: Exempt.

Execution by Dy. R. R. C.  
W. Bengal  
who is exempt. from personal appearance in this  
Office under Section 88 Act. XVI of 1908 is  
( or on reference to him ) proved by his  
seal and Signature.

presented for registration  
at 11 AM/PM on the  
14th day of Sept 84  
at the 5th Joint Sub-Register of  
Alipore at Alipore 24 Pgs.  
24 Parganas by Sri Amarendra Nath Ghosh and  
Executants/Claimants or one of  
the Executants Claimants or  
Attorney for .....  
Executant/Claimant under  
Power of Attorney No ..... for  
19..... authenticated by the 5th  
Joint Sub-Register of Alipore, 24 Pgs

5th. Joint-Sub-Register  
Alipore. 24-Parganas

5th. Joint-Sub-Register  
Alipore. 24-Parganas



- 1 Jahan Lal Ghosh  
for Birendra Kishore Ghosh  
constituted by power of Attorney
- 2 Amarendra Nath Ghosh
- 3 Jahan Lal Ghosh
- 4 Dulal Chandra Ghosh
- 5 Anjali Ghosh

THIS INDENTURE OF LEASE made this fourteenth day of September  
one thousand nine hundred and eighty..... 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 his successors-in-office and assigns)  
of ONE PART AND SHRI/SMT/KM. Birendra Kishore Ghosh..... son/wife/  
daughter of Late Nagendra Kumar Ghosh..... residing at Sanghati Colony  
SHRI/SMT/KM. Amarendra Nath Ghosh..... son/wife/  
daughter of Late Nagendra Kumar Ghosh..... residing at Do  
SHRI/SMT/KM. Jahan Lal Ghosh..... son/wife/  
daughter of Late Nagendra Kumar Ghosh..... residing at Do  
SHRI/SMT/KM. Dulal Chandra Ghosh..... son/wife/  
daughter of Late Nagendra Kumar Ghosh..... residing at Do  
SHRI/SMT/KM. Km Anjali Ghosh..... son/wife/  
daughter of Late Nagendra Kumar Ghosh..... residing at Do  
SHRI/SMT/KM. .... son/wife/  
daughter of ..... residing at .....  
SHRI/SMT/KM. .... son/wife/  
daughter of ..... residing at .....

.....hereinafter called the "LESSEE" (which expression shall unless  
excluded by or repugnant to the context be deemed to include his/her heirs, executors, administrators,  
representatives and assigns) of the OTHER PART.

WHEREAS after the partition of India a large number of residents of former East Pakistan crossed  
over and came to the territory of the State of West Bengal from time to time due to force of circumstances.

AND WHEREAS the Government of West Bengal (hereinafter referred to as the "GOVERNMENT")  
offered all reasonable facilities to such persons (hereinafter referred to as "refugees") for residence in  
West Bengal.

AND WHEREAS certain areas of land belonging to the Government and/or acquired or requisitioned  
by the Government were allowed to be used by such refugees for their residence after construction of  
structures or using structures or buildings already existing on such lands;

AND WHEREAS THE LESSEE is one such refugee who has been occupying the piece or parcel of  
land mentioned and described in the schedule hereunder with the concurrence of the Government;

AND WHEREAS the Government has agreed to grant and demise the said piece of land to the LESSEE  
for ninety-nine years from the date of these presents for use as homestead upon the LESSEE agreeing  
to pay the ground rent hereinafter reserved;

AND WHEREAS THE Government has agreed to bear the Stamp Duty payable on these presents  
as also the registration fees, if any, be payable;

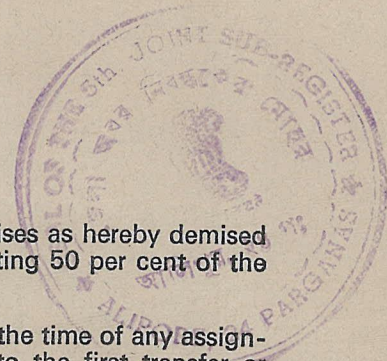
NOW THIS INDENTURE witnesseth that for the rehabilitation of the LESSEE, who is a refugee,  
the LESSOR doth hereby, subject to the terms and conditions hereinafter stated, grant and demise to  
and unto the Lessee.

ALL THAT the piece or parcel of the land measuring cottahs. 5.....chattaks. 7<sup>1</sup>/<sub>2</sub>...sq.ft..x.....  
 be the same a little more or less recorded in the C.S. Dag No. 175 P & 171 P. Mouza. Raipur.....  
 within Police Station. Jadarpur. in the district of 24 Parganas and more particularly described in the  
 schedule hereunder written together with all rights, easements and appurtenances to the same belonging  
 save and except all mines and mineral products, buried treasure, coal, petroleum oil and quarries what-  
 soever in/under or within the said land with liberty for the Lessor and his lessee, licensee, agents and  
 workmen and all other persons acting on his behalf to dig, search for, obtain and carry away the same on  
 making reasonable compensation to the Lessee on account of any disturbance or damage that may be  
 caused thereby to the surface of the said land or any building standing thereon and that such compen-  
 sation shall in case of dispute to be determined by an officer appointed by the Lessor for this purpose, as  
 nearly as may be, in accordance with the provision of the Land Acquisition Acts or Regulations for the  
 time being in force, whose decision thereon shall be final.

To Have and to Hold the said land unto the Lessee for the period of 99 (ninety-nine) years as from  
 the date of the presents, yielding and paying therefor the annual ground rent of Rs. 67. (Six only.)  
 calculated at the rate of Rupee one per annum per one hundred sq. yds or fraction thereof at any Govt.  
 Treasury/Sub-Treasury in West Bengal or at such other place as may be notified by the Lessor for this  
 purpose from time to time.

2. The Lessee, to the extent that the obligation shall continue throughout the period of the demise,  
 agrees and covenants with the Lessor as follows:

- (a) The lease period shall be for 99 years renewable at the option of the Lessor. The Lessor may,  
 however, renew the lease of the land after the expiry of 99 years on his own or at the request  
 of the Lessee and on such terms and conditions as considered necessary by the Lessor;
- (b) the Lessee shall use the land for the purpose of his residence;
- (c) the Lessee shall duly pay the annual ground rent at the end of every year of the tenancy from  
 the date of the tenancy;
- (d) the Lessee shall not allow any encroachment to be made on the demised land;
- (e) the Lessee shall keep the demised land and the structures that may be erected thereon by  
 the Lessee in a clean and sanitary condition;
- (f) the Lessee shall have proper boundary marks erected on the demised land which shall be  
 easy of identification;
- (g) the Lessee shall pay all local Municipal taxes, rates and assessments that now are or may  
 hereafter during the said term be imposed upon the said land or building erected thereon  
 or upon the Lessor or the Lessee, his permitted sub-lessee or assignee in respect thereof,  
 under any enactment for the time being in force;
- (h) the Lessee shall construct a house together with drains and sewers for the said premises to  
 the satisfaction of the.... ~~Public Health Officer~~ .....and the appropriate Municipal  
 authority and in such position as shall be directed by the said..... ~~Officer~~ .....  
 .....or as may be required by the said Municipal Authority;
- (i) not to do or permit anything in or upon the demised premise or any part thereof which may  
 be or become a nuisance, annoyance or cause damage to occupiers of other property in  
 the neighbourhood;
- (j) to register all changes in the possession of the whole of said land or of the building erected  
 thereon whether by transfer, succession or otherwise in the register kept in the office of the  
 local authority having jurisdiction in the area in which the said land is situated (the expression  
 local authority shall include.....) for this purpose within one calendar  
 month from the respective dates of such changes (and if such changes are registered in  
 the local sub-registry under the Indian Registration Act, 1908 within one calendar month  
 from the date of registration in such sub-registry);
- (k) that all persons acting under the orders of Lessor shall be at liberty after due notice, at all  
 reasonable time in the day time during the said terms to enter upon the said land or any  
 building that may be erected thereon for any purpose connected with the lease;
- (l) the Lessee shall not have any right or be entitled to alienate the land or sub-divide the land  
 or the building erected thereon in any manner whatsoever or part with possession of the  
 same without prior written permission of the Government, which may be granted at the  
 discretion of the Government only in special circumstances to avoid undue hardship to the  
 Lessee. In case such consent is given, the Lessee shall pay to Government an amount equal  
 to fifty per cent of the sale price of the land. After the land demised is transferred by the Lessee  
 as above on one occasion, there shall be no subsequent transfer except with the previous  
 written permission of the Govt. and on the following terms and conditions:



- (i) The Lessor shall have the pre-emptive right to purchase the premises as hereby demised and all the buildings and structures standing thereon after deducting 50 per cent of the unearned increment on land;
- (ii) the Lessor shall have the right to revise the annual ground rent at the time of any assignment or transfer of the premises hereby demised subsequent to the first transfer or assignment as aforesaid; the revised ground rent payable in such case shall be at the rate of 2½% of the value of the land at the time of such transfer;
- (m) the Lessee shall have the right to mortgage or charge the lease-hold interest in the land and/or building to be erected thereon in favour of Life Insurance Corporation of India or any Nationalised or Scheduled Bank or Government or any Govt. Statutory Body or Govt. sponsored Financial Institution for the purpose of getting house building loans and for the purpose of better economic and physical improvement of the structures on the said land without any previous consent of the Government. The Lessee shall within 30 days of the date of execution of mortgage send an intimation to the Lessor in writing along with a certified copy of the mortgage deed.

Provided that in the event of the sale or fore-closure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover fifty per cent of the sale price of the land and it shall be the first charge having priority over the said mortgage or charge.

The land as above shall mean and include only the land as allotted to the Lessee for residential purposes, and it shall not mean and include any structures built or to be built thereon, and for this purpose the Lessee shall not be required to pay to the Government any part of the sale-proceeds of any structures built on the land.

3. The Lessor doth hereby agree and covenant with the Lessee that upon the Lessee duly and punctually paying the rent aforesaid and observing, fulfilling and performing the terms, covenants and conditions herein on his part contained, the Lessee shall peacefully enjoy the said demised land without any interruption of the Lessor.

4. The Lessee and his successors and assignees shall on the determination of the lease on the expiry of the period of lease yield up the demised premises with all buildings erected thereon and Lessee's fixtures thereto, provided that the Lessor shall pay to the Lessee the value of the said buildings and fixtures at the date of determination of the lease, such value to be determined in the absence of agreement, by a sole arbitrator agreed upon by both the parties or in the absence of such agreement by two arbitrators, one to be appointed by each party. The provisions of the Arbitration Act, 1940 and any statutory modification thereof shall apply to any such arbitration.

5. If during the period of the lease the premises are required for a public purpose or for any administrative purpose by the Lessor, the Lessor shall, in accordance with law, be at liberty to take possession of the land together with all buildings, structures and appurtenances on payment of compensation in respect thereof to be determined by the Lessor or by such officer as he may appoint for the purpose, as nearly as may be, in accordance with the provisions of the Land Acquisition Act or regulation for the time being in force relating to the same and the decision of the Lessor or such Officer shall be final and conclusive. The Lessee, however, shall be entitled in such a case to the right to be heard in person, or through his representative, regarding any objection that the Lessee may reasonably have against any such acquisition and compensation.

6. If the yearly rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for one calendar month next after any of the said days whereon the same shall have become due, whether the same shall have been demanded or not and if there shall have been in the opinion of the Lessor or the ~~Refugee Rehabilitation Committee~~ whose decision shall be final, any breach by the Lessee or by any person claiming through or under him of any of the covenants or conditions hereinbefore contained and on his part to be observed or performed then and in any such case it shall be lawful for the Lessor or any person or persons duly authorised by him notwithstanding the waiver of any previous cause or right of re-entry enter upon any part of the premises hereby demised or of the building thereon or part thereof in the name of the whole to re-enter and there upon the said demise and everything herein contained shall cease and determine, subject to payment of such compensation for structures/improvement to land to the Lessee as may be determined by the Lessor or by any officer duly appointed in that behalf provided, however, that damages on account of breach/breaches will be quantified and recovered/adjusted by the State Government from the compensation to be awarded:

7. No forfeiture or re-entry shall be effected except as herein provided without the permission of the ~~Refugee Rehabilitation Committee~~ and ~~he~~ shall not permit such forfeiture or re-entry until the Lessor has served on the Lessee a notice in writing

- (i) specifying the particular breach complained of,
- (ii) if the breach is capable of remedy, requiring the Lessee to remedy the breach, and the Lessee fails within a reasonable time from the date of service of the notice to remedy the breach, if it is capable of remedy, and in the event of forfeiture or re-entry the ~~Refugee Rehabilitation Committee~~ may in his discretion relieve against forfeiture on such terms and conditions as he thinks proper.

Nothing in this clause shall apply to entry for breach of covenant against unauthorised sub-division.



(300)

# SCHEDULE

ALL THAT piece or parcel of land situate lying at and being in Mouza. Raipur  
J.L. No. 33.....C.S. Plot No. 178P + 171P.....E/P No. 35.....S. P. No. 7  
LOP No. 1.....P.S. Jadarpur.....in the district of 24 Parganas.....sub-Registration office  
Alipore.....containing an area of cottahs.....5.....chattaks.....7 1/2.....sq. ft. X  
be the same a little more or less and butted and bounded in the manner following that is to say

On the North C.S. Plot 171  
On the East S/P 8  
On the South Colony Road  
On the West S/P 34

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed that respective hands the day, month and year first above written.

Signed and delivered for and  
on behalf of the Governor of West Bengal  
by the Secretary, Refugee Relief and  
Rehabilitation Department, Government of West Bengal

by the Collector [Signature]  
Deputy Refugee Rehabilitation Commissioner  
In the presence of  
Refugee Relief & Rehabilitation Department  
First witness Ex-Officio Deputy Secy. R. R. & R. Dept.  
Govt. of West Bengal.

Address .....  
Occupation.....  
Second witness Development Officer  
Refugee Relief & Rehabilitation Department  
Govt. of West Bengal.

Address .....  
Occupation.....  
Signed by (Lessee) Jahar Lal Ghosh  
Av Birendra Kisor Ghosh

2 Amarendra Nath Ghosh  
3 Jahar Lal Ghosh  
4 Dulal Chandra Ghosh  
5 Anjali Ghosh

In the presence of:

First witness [Signature]  
Address .....  
Occupation.....  
Second witness [Signature]  
Address .....  
Occupation.....

Address .....  
Occupation.....

3th. Joint-Sub-Registrar  
Alipore, 24-Parganas

## EXECUTION IS ADMITTED

By Gani Birendra Kisor Ghosh  
Amarendra Nath Ghosh  
Jahar Lal Ghosh  
Dulal Chandra Ghosh  
Anjali Ghosh  
Son of [Signature]  
District 24 Parganas  
Thana Sambhat Colony  
Chana Jadarpur  
District 24 Parganas  
By Cause As per  
Profession 1 to 5 Service  
1. Jahar Lal Ghosh  
2. Birendra Kisor Ghosh  
3. Amarendra Nath Ghosh  
4. Jahar Lal Ghosh  
5. Dulal Chandra Ghosh  
6. Anjali Ghosh

## IDENTIFIED BY

[Signature]  
Kate Sarat Chandra Chatterjee  
Son of [Signature]  
with 2/32, Sambhat Colony  
Thana Jadarpur  
District 24 Parganas  
By Cause Hindu  
Profession Business

Rijog Chatterjee

14.9.84  
3th. Joint-Sub-Registrar  
Alipore, 24-Parganas