222

O NUMBER OF THE PAIR OF THE STATION OF THE STATION

Su. 32 con is. 616 of 1963-4.

Instrument under the Indian Stamp Act amounting to his 27/20 me only 2000 hundred Sweets one has been paid. all oldified to your ender challen no. 47 defeat 5.12.63.

Calcutta Collectorate.

Collector of Stamp Heteris.

Sengal Transport Number of State Sengal Transport Non-agricultures

Francy Non-agricultures

Francy State State State State State

Francy State State State State State

Francy State State State State State

Francy State St

REGIN +C

ルジン

52.00

HILL 25-3.0 out-Residence of Althorna First 24 PARGANAS

THIS INDESTURE OF LEASE made this 19 M.

Monck.

Monck

Sm. Nita ...

W Sam of Fire on Estate E. Thatchis. C. A. at the come of Marchier Alipore Parally i onstruction of de le Here No. Birendra 1622/1/11LT -57/61 8 20.3.64 Expendent or electrons er attornes Birendra Kewar Sinha 3 Policies of appearancy Mo and the second second by the see to a dy Charge on Die 24 PARGANAS 16/3 9 minosat Rodo 12 h Only profession by enstaifted mente nita chakraibuty. Stantifins Asish Side 22 24 ManoRarankwiRoad which are prolonger caso is excuse Free forward C. Challegie Tolt of no rouge AFE-02 PARIS in this office under ACA III of Act Mal will distant AL PENARGANAS

Sm. Nita Chakraborty wife of Sri M. Chavraborty residing in 16/3 Gariahat Road Police Station Ballygunge Sub-Division Llipur District 24-Parganas hereinafter referred to as the "LESSEE" (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs executors administrators representatives and assigns) of the OTHER PART.

to grant to her 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.

WITHESETH as follows :-

Rupees 11,203/- (Rupees Elever Thousand Nine Hundred And Three only) out of which the Lessee has paid to the Lessor the sum of Rupees 5,951=50 nP. (Rupees Five Thousand Nine Hundred Fifty-one And Fifty nP. only) being fifty per cent of the salami or premium and has promised to pay the balance of Rupees 5,951=50 nP. in manner hereinafter appearing and of the rent and the Lessee's covenants hereinafter reserved and contained the Lessee's covenants hereinafter reserved and contained the Lessee 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 referred to as the 'demised land' TO HOLD the same UNTO the Lessee as from the 19 Lessee day of Manck 1964 for the term of 90 (Ninety nine) years



paying

paying annual rent at the rate of Re-1/- during the said term on the . 18 E ... day of Monch every year for the year for which such rent shall be due and payable without any deduction or abatement whatsoever.

- That the Lessee to the intent that the obligations may continue throughout the term hereby created hereby covenants with the Lessor Es. follows :-
- to pay \$.5,951=50 nP. being the balance of the Salami in one or several annual instalments within the period of twelve years from the date of these presents.
 - to pay annually on each anniversary of these presents interest on the said sum of &.5,951=50 nP. 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".
 - That the Lessee shall pay the rent reserved on the day and in the manner aforesaid.
 - 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 of payable by either in respect thereof.



- That the Lessee shall use the said plot of land (5) 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 the Government').
- Not to assign underlet or part with the possess-(6) ion 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 withheld in the case of a respectable and responsible person.
 - Not to mortgage or charge the lease hold interest of the Lessee and the buildings to be erected thereon without (7) the previous consent in writing of the Government.
 - 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 interstate 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

THE ATTEMPT THE DESIGNATION ASSESSMENT

PLOT PLAN OF PLOT NO:18

TOLLYGUNG LAND DEV. SCHEME.

SCALE-20'-1"

AREA SINK 9-CH 24-SET

30 0 RARD

N.O. Charlenger, Association for englary Development Department

WENSUREMENT ACCEPTED.

SURVEYOR SURFRYIBING SURVEYOR

CONSTRUCTION BOARD

PLOTING - 2.6 827

- respect of preparation, execution and registration of the Lease to be executed by the Lessor in favour of Lease including the stamp duty and registration fees payable therefor.
- ing 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 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.



3. The Lessor ...

- 3. The Lessor hereby covenants with the the Lessoe as follows:-
- reserved and observing and performing the several covenants and stipulation herein on her part contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person righfully claiming under or in trust for him.
- 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 part of the lessee hereinbefore contained at the expenses of the Lessee, grant to her 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 provisos as are herein contained with the exception of the present covenant for renewal the legseton the execution of such renewed lease to execute a counterpart thereof and without requiring 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 instalment of the Salami or the interest thereon payable thereon as aforesaid on the respective due date for payment thereof or if the rent hereby reserved or any part



thereof

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 temhereby 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 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 forbited 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.

- (2) Any notices required to be served hereunder shall be sufficiently served on the Lessec if left addressed to her on the demised premises or forwarded to her by post or left at her last known address.
- (3) All sums payable by the Lessee to the Lessor and/or the Government under these prements 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 :

and Twenty-four Square Foet to be the same a little more or less situate lying at and bearing Plot No. 18 J.L. No. 34

Touzi No. 151 Sub-division 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 30 feet word.

On the West by Plat word.

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

and on the South by Put up 26 and 27

SIGNED SEALED AND DELIVERED

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

manniu Chatterjee,

Assistant Secretary, Development Department

Head Assistant,
Development Department.

SIGNED SEALED AND DELIVERED BY Prita Chabraborty

in the presence of

(1) - Clima Kanto ay JA Protap Ch. Law, Cel-12

> Salhuman ellust upa. 4/16. 1hasi war Charleyes Laur Calanto 1-36





