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admission under rule 61, also
under section 5 of the W.B.L.R.
Act, 1956. duly Stamped / Does
not require Stamp duty/Exempted
from Stamp duty/under the Indian
Stamp (W.B. Amendment Act.)
Act, 1899,
Schedule I A No. 35
Fees Paid A. 23/50 L.N. 1-50
P. Fee Rs. 25/30

Sealpuria 29001
29501
35411
A 23/50
L.N. 1-50
25/30

[Signature]
20/3/79

Ajit Kumar Mitra for self
And as a legally constituted
attorney of Sm. Shefalika Sarkar

[Signature]

ORIGINAL.

THIS DEED OF LEASE made between :-

1. Shri Ajit Kumar Mitra, son of Late Charu Chandra Mitra by profession teacher, by caste Hindu, resident of Keranitola Midnapore Town for self and as a legally constituted attorney for Lessor No.2.
 2. Shrimati Shefalika Sarkar, wife of Sri Kamal Chandra Sarkar by profession land owner by caste Hindu resident of B 2/104A, Safdarjung Enclave, New Delhi-16.
- hereinafter referred to as LESSORS, of the

ONE PART;

AND

Sri Basudeb Ray S/o. Late Promotho Nath Roy by profession Medical Practitioner, by caste Hindu resident of Village & Post Office Bipranapara, P.S.Domjur, District Howrah, here-in-after known as LESSEE, of the OTHER PART.

WITNESSETH AS FOLLOWS :-

1. That the Lessor ...2



*Jit Kumar Mitra for self
and as a legally constituted
attorney of Sm. Shefalika
Saxena.*

Shefalika Saxena

- 2 -

1. That the Lessor No.1 is the owner and in 'Khas' possession to the extent of $\frac{1}{4}$ share, the Lessors No.2 to the extent of $\frac{1}{4}$ th share and Late Sailabala Mitra to the extent of the other $\frac{1}{4}$ th share of the plot of land described in the schedule below in 'Mouza' Sekhpura, P.S. Town and District Midnapore, within the jurisdiction of the Midnapore District Registry Office.
2. That the demised land along with other lands of this 'Mouza' Sekhpura, P.S. Midnapore, J.L.No.172, belonged to Late Charu Chandra Mitra, Predecessor in interest of Lessors 1, 2, Late Sailabala Mitra and Sm. Niharika Dutta, wife of Late Indu Bhusan Dutta of P 80A, C.I.T. Scheme VI M, Calcutta-54.
3. That the demised land along with other lands have been duly retained under the provisions of the West Bengal Estate Acquisition Act by the submission of 'B' Form by Late Charu Chandra Mitra, and respective 'Khanda Khatians' have been opened in the present Settlement Operation recording him as ...3
Road in ...5.



- 3 -

*Ajit Kumar Mitra himself
and as a legally constituted
attorney of Sm. Sushalika
Sarkar.*

Sushalika Sarkar

recording him as non-agricultural tenant and the same have since been finally published.

4. That on the death of Charu Chandra Mitra, the Lessor No.1, Late Sailabala Mitra, Lessor No.2 and Sm.Niharika Dutta, being his son, wife and daughters, have succeeded to his share, as his heirs, under the Hindu Succession Act of 1956.

5. That in pursuance of a registered Deed of Gift, dated 19.6.1964, said Sm.Niharika Dutta, wife of Late Indu Bhusan Dutta, has transferred her share in favour of her brother, Sri Ajit Kumar Mitra, Lessor No.1.

6. Late Sailabala Mitra died leaving a Will duly executed and registered by her and by the said Will she bequeathed her undivided $\frac{1}{4}$ th (One fourth) share in the land described in the schedule below with other landed properties to the Lessors 1 and 2 and Sm.Niharika Dutta. Prayer has been made for taking probate on the said WILL and probate case No.51 of 1978 is pending in the Court of the District



- 4 -

*Gjit Kumar Misra himself
and as a legally constituted
attorney of Sm. Shefalika
Jee Kar.*

Shardh Ray

Delegate Midnapore Sadar. During the pendency of the said probate case the undivided $\frac{1}{4}$ th (One fourth) share of the land described in the schedule below cannot and has not been leased out but the Lessee having proposed to take permanent lease of $\frac{3}{4}$ th (Three fourth) share of the land described in the schedule below for effecting thereon temporary and permanent constructions for residential purpose or to use it otherwise, except those which are detrimental to health or social life, and having agreed to pay 'Selami' and rent to be assessed by the Lessors; the Lessors have accepted the proposal.

AND

In consideration of the premium of Rs. 2900/- (Rupees two thousand and nine hundred) only, the receipt whereof the Lessors hereby acknowledge and of the rent here-in-after contained the Lessors doth hereby demise unto the Lessee $\frac{3}{4}$ th (Three fourth) share of the land fully described in the schedule and delineated on the plan annexed to these presents together with right of easement in the Municipal Road in ...5.

*Cijid Kumar Mitra for self
and as a legally constituted
attorney of Mr. Shefalika
Sarkar.*

Shefalika Sarkar.

Road in R.S. Plot No.9 in the North and in the proposed 'Khas' path ways to the South and West of the demised land and to hold the premises, hereby demised unto the Lessee, in perpetuity from the date of execution of these presents rendering therefor the yearly rent of Rs.6.30 (Rupees six and thirty paise) only, by the end of each Bengali Calender year.

7. And the Lessee do hereby covenant with the Lessors and the Lessors and the Lessee agree that the following terms and conditions would govern the Lease and the Lessors and the Lessee :-

(a) That the Lessee shall hold $\frac{3}{4}$ th (Three fourth) share of the land described in the schedule as a non-agricultural under tenant with both heritable and transferable rights with right of mortgaging or pledging in any way and the tenancy and its terms shall be deemed to be governed by the West Bengal Non-Agricultural Tenancy Act save and except those that are not repugnant to any express provisions embodied in this deed.

(b) That Lessee shall pay Rs.6.30 (Rupees six and thirty paise) only, as yearly rent to the Lessors or their heirs, successors or assignees for the demised land according to Bengali Calender year.

(c) That the Lessee shall have all rights to dig well, construct all sorts of 'pucca' and 'kutchha' structures, take water and electric connections and to use the same in the best way according to the best advantage of the Lessee in fulfilment of the purpose of the Lease except those which are detrimental to health or social life.

*Girdhar Kumar Mishra for self
and is a legally constituted
attorney of Sh. Suresh Chandra
Sarkar.*

Suresh Chandra Sarkar.

- 6 -

(d) That the Lessee shall maintain the boundary of the land demised by this Deed of Lease, and shall in no circumstances encroach beyond the same.

(e) That the Lessors shall not, in any way, be liable for any act of commission or omission of the Lessee in his users and occupation of the leased out land.

(f) That the terms and conditions of this Lease, shall be binding upon the heirs, successors and assignees of the Lessors as well as the Lessee.

(g) That the amount of 'Solami' having been assessed and agreed at Rs. 2,900/- (Rupees two thousand and Nine hundred) only, by consent of both the parties, the same is paid to-day by the Lessee to the Lessors in cash and in presence of witnesses.

(h) That all Municipal tax and other rates and impositions already made or that may be made by the Municipality or Government or any legal body or authority are to be paid by the Lessee.

(i) That this DEED of LEASE is being executed in ORIGINAL with a DUPLICATE copy thereof. The ORIGINAL shall remain with the Lessee and the Duplicate with the Lessors.

IN WITNESS WHEREOF BOTH THE LESSORS AND LESSEE do hereby put their signatures to this DEED OF LEASE, out of their free will and consent and in presence of witnesses, this the 20th day of March, 1979.

Schedule.

In the District, Police Station, Town and Municipality Midnapore 'Mouza' Sekhpura, J.L.No.172, R.S. interest No.5/4...7.

Ajit Kumar Mitra for self
and as a legally constituted
attorney of Smt. Shafalika
Sarkar.

Bansub Ray.

- 7 -

interest Nos. 5/4 and 6/4 in R.S. Plot No. 143/285 undivided $\frac{3}{4}$ th
(Three fourth) share of Sub-plot No. 44 (Forty four).

Dimensions of Sub-Plot No. 44 (Forty four).

North 114 ft. (One hundred fourteen feet).
South 113 ft. (One hundred thirteen feet).
East 65 ft. 3 inches (Sixty five feet three inches).
West 77 ft. (Seventy seven feet).

Total area of Sub plot No. 44 (Forty four) is 8067 sq. ft. or
11k. 3ch. 12 sq. ft. or 0.1852 Acres.

|| Area of $\frac{3}{4}$ th (Three fourth) share of Sub Plot No. 44
(Forty four) is (6050 sq. ft. or 8k. 6ch. 20 sq. ft. or
|| 0.1389 Acres) approximately.

Sub Plot No. 44 (Forty four) is butted and bounded by :-

North Municipal Road in R.S. Plot No. 9
South Proposed 'Khas path-way and drain.
East Sub Plot Nos. 43 & 42 leased out to Sri Durgapada
Banerjee and Sub Plot No. 41.
West Proposed 'Khas' Path way and drain.

Ajit Kumar Mitra for self and as a legally
constituted attorney of Smt. Shafalika Sarkar.

Bansub Ray.

Witnesses.

1. *[Handwritten name]*
No. 2, 2nd Street, Ghatghata.
2. Bngahadhsanjai
Kerapitola.
P.O. + Dist. - Midnapore.
3. Baxendra Nath Ray
Station Road.
Midnapore.

Typed by : *[Handwritten name]*

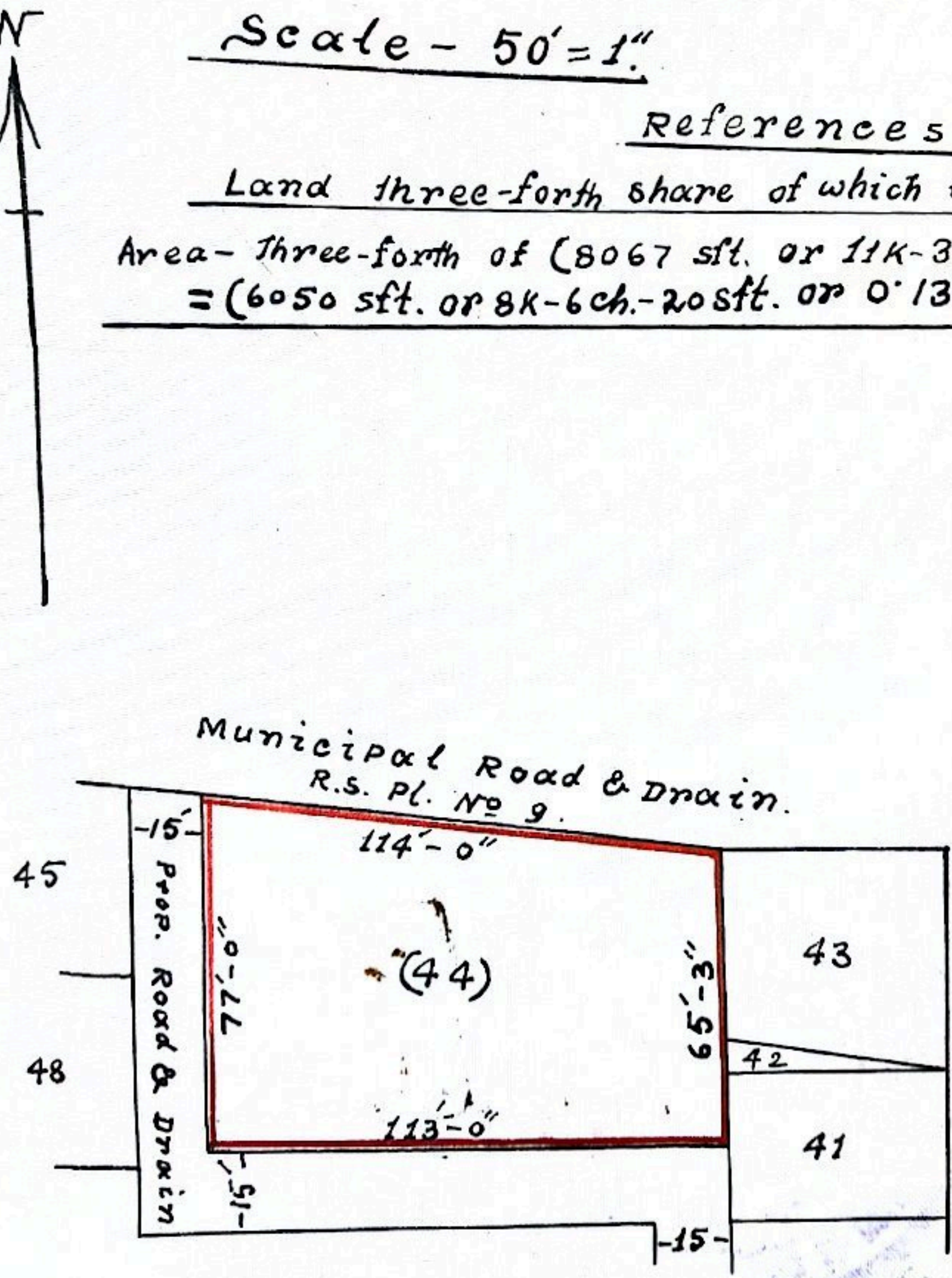
an of land three-fourth share of which is lease
 t to Sri Basudeb Ray in Sub-Pl. No 44, out
 of R.S. Pl. No 143/285, in mauza Sekhpura, J.L.
 No 172, P.S. & DT Midnapore.

Scale - 50' = 1"

References :-

Land three-fourth share of which is leased out 44

Area - Three-fourth of (8067 sft. or 11k-3ch-12 sft. or 0.1852 Ac.)
 = (6050 sft. or 8k-6ch-20 sft. or 0.1389 Ac.) Approximately



*ajit kumar mitra for self read as a
 legally constituted a. Barney. of Sm. shafarick
 Sarkar.*

Basudeb Ray

Drawn by -
 A. Acharyee
 Surveyor.
 Bidhan Nagar.