

No. 3385

Sold to... *Prasanna* ... *Prasanna* ... *Prasanna* ...

Calcutta Collectorate,
Treasury

Date 24.2.00 02



10000

Presented for registration at... 12.25 A.M.P.M.
on the 26th day of Feb 2002
at the Sonarpore Addl. Dist. Sub-Registry office
by *Meitreyee Choudhury* Claimant Executant.

— Meitreyee Choudhury

Received by Sonarpore Addl. Dist. Sub-Registry office

26 FEB 2002

2180

— Meitreyee Choudhury

Prasanna Choudhury
S/o late Satis Choudhury
D/91, Bagha Jatin Pally
Kolkata 700032
Pensioner

Meitreyee Choudhury
S/o late Satis Choudhury
100 Shivalik Apartments

TO THE DISTRICT
DEPARTMENT 24 P. 100
by Court Clerk/M. J. Khan
By Process of Service.

Prasanna Choudhury
S/o late Satis Choudhury
D/91, Bagha Jatin Pally
Kolkata 700032
Pensioner

Received by Sonarpore Addl. Dist. Sub-Registry office

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AND

(1) SRI PARTHA DEY son of Sri Ranadhir Ranjan Dey, by religion Hindu, by occupation service, both residing at Ujjayini East Road, Boalia, Garia, Kolkata - 700084, P.S. - Sonarpur, here - in - after referred to as the BUYER/LESSEE (which expression shall unless otherwise repugnant to the context be deemed to mean and include his respective heirs, executors, representatives, Administrators and assigns) of the OTHER PART

Mehar Singh

WHEREAS VIKRAMPUR MADHYAPARA SAMMILANI an Association registered under the Societies Registration Act, 1961 having its office at 281/C, Netaji Subhas Chandra Bose Road, Kolkata 700047, has purchased in mouja Barhans Fartabad in police station Sonarpur in the District - South 24 - Parganas, land totalling 6.27 acres from different owners by separate deeds and after such purchase has at considerable cost developed them into building sites, levelling them filling up ditches, cleaning jungles, laying out roads, excavating tanks, sinking tube wells, constructing kutcha drains etc. The said land has been divided into number of plots and as per decision taken by said sammilani, a plot of land being scheme plot no - 31B measuring 2 (two) catthas comprised in C.S. Dag no - 3557 appertaining to khaitan No - 663 has been leased out in favour of the life member Smt. Maitrayee Chowdhury.

Asper terms and condition of the said lease deed and have applied before the said sammilani seeking permission for transfer of the said land and accordingly said sammilani by her letter dated 28.12.2001 permitted the lessor herein to transfer her said plot on 27.01.2002.

Sammilani

AND WHEREAS the lessor / seller herein has expressed her intention to lease out her said plot for a period of 973 years for a premium of Rs. 1,50000.00 (Rupees one lakh fifty thousands only).

AND WHERE - AS The lessee / Buyer herein have paid the said sum of Rs. 1,50000.00 (Rupees one lakh fifty thousand only) to the Lessor /Seller by Account payee Bank Draft, the receipt where of the lessor /seller here in have acknowledged.

NOW THIS INDEN TURE WITNESSETH

And it is hereby agreed upon by and between the parties hereto as follows

1. That the lessee shall be for 973(Nine hundred seventy three) Years with option of successive renewals for such period under such terms & condition as specified here in below.
2. That the lessee shall pay Rs. 1.00 (Rupee one only) annually to said BIKRAMPUR MADHYAPARA SAMMILANI as his share of the land revenue payable by the Sammilani to the Collector, 24 Parganas (South) representing the State of West Bengal, this being liable to proportionate increase in case the Govt. rent is increased.
3. The lessee shall pay annually to the said Sammilani such amount for the maintenance of roads, drains, parks and other amenities as the Governing Body may determine. It is further understood that any change can be effected only in a special General Meeting of the Sammilani.
4. The Lessee shall have the right of using the roads, Parks, Tanks, Club, Library, Temples, Community Centre etc. Which shall continue to belong to the Sammilani. The lessee shall have no proprietary right in them nor any right to pluck Fruits, Cut down trees standing on common lands nor to fish in the common tank. All the plot holders residing at Fartabad should

Sammilani

be informed of any bulk Catch of fish and sale of fruits by the Sammilani so that willing lessee may purchase.

5. The lessee shall have the right to mortgage the land to the Govt. to his employer or to public Institutions only for obtaining House Building Loans.

6. In building his/her house on the demised plot the lessee shall conform to the general rules and bye laws which the Governing Body may have down in this regard and shall bfore starting construction obtain the approval of the Rajpur Sonarpur Municipality to the plan and design of the building proposed to be constructed.

7. The lessee shall not construct, repair, encroach upon any road, drain, tank on the common land except with the specific sanction of the Government body of the Sammilani nor shall dig any open pit on his /her plot for the collection of refuse likely to give offence to his/her neighbours. All latrines should be of the septic tank type and no open service latrine shall be constructed.

8. The lessee shall have the right to transfer his/her lease to any other life member of the Sammilani. Transfer to an ordinary member or a non member shall not be permitted unless the proposed transferee becomes a life-member under the rules of the sammilani. In all cases of transfer the Governing Body should have prior information.

9. The Sammilani is entrusted with the construction of roads and drains. A lessee may do it in front of or by the side of his/her plot at his own expense with prior permission of the Governing Body.

10. For any breach of the terms and conditions of the lease mentioned above the said sammilani shall have the right to terminate the lease after giving one month notice to the lessee, but no termination shall be made if the lessee rectifies the breach on receipt of nctice within such time as the Governing Body may fix.

11. It shall be the duty of the lessor to pay the land revenue and other dues of the Govt. and to maintain the roads, drains, open spaces and other commonly owned institutions.

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