



STAMP AFFIXED BY.

T-6162

Rs. 20.8.70

STAMP SUPERINTENDENT
CALCUTTA COLLEGE STRAY

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and also under 5/1, 14 of L. R. Act 1955
Exempt from Stamp-duty. Dose not required
Stamp-duty duly stamped under the Indian
Stamp Act 1899, W. B. 2nd. amendment Act
1964.

Schedule I. A. No. 35011 (e)
Fees Paid. A 121.50
P. Fee Re. N 2.50
in cfs. 124.00

Sub-Registrar;
Gossipur Dum Dum.

9/9/70.

LEASE

This indenture made this Twentieth day of August

one thousand nine hundred seventy Between the Governor of the State of West Bengal hereinafter referred to as the "Lessor" (which expression shall include his successors in office and assigns) of the One Part and BISHNU PADA DAS son of SRI HARIDAS DAS and SM. ARATI DAS wife of SRI BISHNU PADA DAS by caste Hindu, Kesthya by profession Service and resident of L-3, C.I.T. Buildings, Cristopher Road, Calcutta-14, Police Station Benispukur in the district of 24-Parganas hereinafter referred to as "Lessee" (which expression shall include their heirs, executors, administrators, representatives and assigns) of the Other Part.

WHEREAS the Lessee has applied to the Government of West Bengal (hereinafter referred to as the "Government") for a lease of the land mentioned and described in the Schedule hereunder written to enable the Lessee to erect a house and building thereon for use for residential purposes and the Governor has agreed to grant a lease in favour of the Lessee for the period and on the terms and conditions hereinafter appearing.



Presented for Registration at 11-35
 A.M., P.M. on the 9th day of Sept 2000.
 at Cossipore Dum Dum Sub-Registry office
 by Bishnu Pada Das
 the executant, one of the executants

[Signature]

Sub-Registrar,
 Cossipur Dum Dum.

9/9/00

Bishnu Pada Das

- [Signature]*
- 1) Bishnu Pada Das.
 - 2) Anati Das.

Bishnu Pada Das



Anati Das



Krishna Pada Das

by Bishnu Pada Das
 Son of Christofen Das
 District 24 Parganas.
 by Caste, Hindu; Muslim
 by profession; Service, Culture, Business, & Wearing

Christofen Das
 District 24 Parganas.
 by Caste, Hindu; Muslim
 by profession; Service, Culture, Business, & Wearing

[Signature]

Krishna Pada Das

Son of Bishnu Pada Das

District 24 Parganas.
 by Caste, Hindu; Muslim
 by profession; Service, Culture, Business,

Bishnu by A. P. Moulgani
 who is exempt from personal appearance in this office.
 u/s 88 of Act XVI of 1908
 is proved by Seal and Signature. Water Ways
Super Guard
Ward No. 5

[Signature]

Sub-Registrar,
 Cossipur Dum Dum.

9/9/00

Witnesseth as follows :

1. In consideration of the purposes for which the land hereinafter referred to and mentioned in the schedule as hereunder written is required by the Lessee and in consideration of the premium or salami of Rs. 19,197.50 (Rupees nineteen thousand one hundred and ninety-seven and paise fifty only) and of the annual rent and the Lessee's covenants hereinafter reserved the Lessor doth hereby grant and demise unto the Lessee All that land hereinafter more particularly mentioned and described in the Schedule hereunder written (hereinafter referred to as the "demised land") To Hold the same for the period of 999 years yielding and paying therefor a rent at the nominal rate of Re.1⁰⁰ per annum or any fraction of any year at the same rate.

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

(1) To pay the annual rent to the Government of West Bengal within the first 90 (Ninety) days of the year for which such rent shall be payable

(2) To pay all rates taxes and other impositions in respect of the said demised land and structure thereon which are or may be assessed to be payable by the owner or the occupier thereof to any authority or to pay the same to the Executive Engineer, Salt Lake Reclamation Division, under the Irrigation and Waterways Directorate of the Government of West Bengal or to such other authority as may be prescribed in that behalf by the Government.

(3) To demarcate the land with boundary pillars and to maintain such boundary pillars in good and proper condition during the period of demise so that the same may be easily identified. Provided that the Lessor reserves the right to provide the boundary pillars at the cost of the Lessee.

(4) To keep the land clean and free from all sorts of nuisance and not to allow heavy accumulation of water on it.

★ (M)
★ 2ND COURT, BARASAT, 24 PARGANAS (M)
★ FILED
★ 18 SEP 2003

SEAL OF THE SUB-REGISTRAR AT GOSSIPONE DUM DUM
24 PARGANAS.
★

Sub-Registrar,
Gossipur Dum Dum.

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(5) Not to make any excavation in the land during the period of demise without the prior consent of the Lessor in writing. Should any excavation be made with the consent of the Lessor within the period of demise, the Lessee shall restore the land to its original condition on the expiration of the period of the demise or earlier determination of the tenancy of the Lessee.

(6) (a) To construct the building in conformity with such building rules as may from time to time be framed by the Government or other authority prescribed in that behalf and according to plans, specifications, elevations, designs and sections sanctioned by the Government, or that authority within three years from the date of possession of the demised land or such extended time as may be allowed by the Government in writing.

(b) Not to construct more than one building on the said plot of land.

(7) The Lessee shall not sub-divide or sub-let the demised land or the building to be constructed without the consent in writing of the Government first had and obtained and the Government shall have the right and be entitled to refuse its consent at its absolute discretion.

(8) The Lessee shall not assign or transfer the demised land or any part of the demised land and or the structure erected thereon without the previous permission of the Government in writing. In case of transfer or assignment of the lease the Lessor shall have the right of preemption and upon the exercise of this right the building constructed by the Lessee on the land shall be taken over by the Lessor at a valuation of the building made by the Lessor on the basis of the costs of construction of the building less depreciation at the usual rate or the market value thereof, whichever is less. The value of the land will be the amount of the salami or premium paid by the Lessee. In the event of difference between the parties as to the value of building, the matters in dispute shall be referred to the arbitration of an arbitrator if the parties can agree upon one or otherwise to two arbitrators, one to be appointed by



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each party with an Umpire. The award of the arbitrator or arbitrators or the Umpire, as the case may be, shall be final and binding on both the parties.

(9) In case of a lease in favour of two or more individual lessees jointly, any one of such joint lessees will have the right to transfer his/her share to the other co-sharer or co-sharers.

(10) Not to use or allow to be used the land and / or the structure thereon or any part thereof for any purpose other than for residential purpose without the prior permission in writing of the Government or other authority prescribed in that behalf.

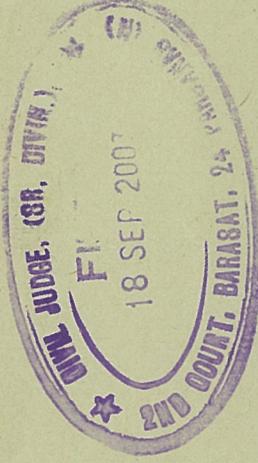
(11) The Lessee shall not have the right to mortgage or charge the lease-hold interest in the land and/or the building to be erected thereon without the previous consent in writing of the Government.

(12) If the Lessee dies after having made a bequest of the lease-hold premises and the building thereon, if any, in favour of more than one person or die intestate having more than one heir, then in such case the persons to whom the lease-hold premises with the building 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 a partition of the same by metes and bounds or they shall nominate one person amongst their number in whom the same shall vest.

(13) The Lessee shall not remove any earth from the demised land or carry on or allow to be carried on in the land any unlawful, illegal or immoral activities or activities which may be considered offensive or a source of any annoyance, inconvenience or nuisance to the area surrounding the demised premises.

(14) The Lessee shall not allow the demised land to be used as a place of public worship or burial or cremation ground private or public or allow any shrine, masjid, church or temple to be erected thereon.

(15) The Lessee shall not make any construction on the said plot of land within the distance of 5 (five) feet from the backline of their plot provided however that this restriction shall not apply to the erection of boundary walls at the extreme boundary of the plot. But no other construction will be made within such 5 (five) feet distance and



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the height of the boundary walls should conform to the building rules.

(16) That on the determination of the period of demise the Lessee shall make over possession of the demised land in as good a condition as the same now is.

(17) The Lessee shall allow any person authorised by the Lessor to inspect, repair and clean the sewer lines and manholes or to do any work in connection therewith within the plot without any obstruction or hindrance by the Lessee or the employees of the Lessee or the assignees or the tenants of the Lessee.

(18) The Lessee shall not after determination of the lease remove without the permission in writing of the Lessor anything which has been attached to the earth of the demised property.

(19) All moneys payable by the Lessee to the Lessor and/or other authority under this agreement shall apart from other remedies be realisable as a public demand under the Bengal Public Demands Recovery Act or any statutory modification thereof for the time being in force.

(20) To observe, perform and comply with the requisitions as may from time to time be made by the Government or any other authority in respect of the demised land and building thereon.

3. The Lessor hereby covenants with the Lessee that the Lessee observing and fulfilling all the terms and conditions herein on its part covenanted shall hold the said demised premises for the period of demise without any interruption by the Lessor or any officer of Government.

The Lessor hereby further covenants with the Lessee that the Lessee shall be provided with all facilities in regard to sewer connections, water-supply, electric connection, roads and other amenities as may be available to other Lessees in respect of other plots of land of the Northern Salt Lake - City Extension Area. Facility of services such as roads, sewer and drain lines, water lines and electricity will be made available at the peripheral roads (where such lines have been taken as per planning) abounding the demised premises from which connection will be taken by the Lessee at their own cost.



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Prior written approval of Government for all such connections should be obtained and the Government reserves the right to insist on effecting such connections by itself at the cost of the Lessee.

4. Provided always that if there be any breach of any of the terms and conditions and covenants herein on the part of the Lessee contained the Lessor shall have the right to re-enter into possession of the demised land or any part thereof in the name of the whole and thereupon this demise shall forthwith stand determined.

Provided nevertheless the Lessor shall not exercise the right without serving the Lessee a notice in writing giving six months' time to remedy the breach.

The Schedule Above referred to

All that rent-free land measuring 4.2395 cottahs be the land a little more or less Plot No. 130 in Block EC in Sector I of the Northern Salt Lake-City Extension Area in the district of Twenty-four Parganas, Police Station - Dum Dum, Registration Office - Cossipore - Dum Dum.

Boundaries -

- North : Plot No. 24 (5k), 25(5k) and 129(4k) in Block EC.
- South : Plot No. 131 (4k) in Block EC & Type VI Road.
- East : Plot No. 129 (4k) in Block EC & Type VI Road.
- West : Plot No. 24 (5k) and 131 (4k) in Block EC.

In witness hereof the parties to these presents have hereunto set and subscribed their respective hands the day, month and year first above written.

Signed for and on behalf of the Governor of the State of West Bengal by the Deputy Secretary, Govt. of West Bengal, Irrigation and Waterways Deptt.

(Handwritten signature)

(A. B. Mukherjee)
Deputy Secretary,
Irrigation & Water Ways Deptt
Govt. of West Bengal.

In the presence of -

*Tripathi Kumar Roy
Head Clerk, Govt of West Bengal*

Signed, sealed and delivered by

- 1) Bishnu Pada Das (San)
- 2) Anati Das

(B. P. Das)

In the presence of -

*Suddeb Das
8/13 Doves Road,
Calcutta-19*



Regd
Book No.....
Volume No..... *95*
Pages *73* to *79*
Being No *2162*
for the year *1970*

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Sub-Registrar,
Cossipur Dum Dum.



[Signature]
Sub-Registrar,
Cossipur Dum Dum.

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