06624 — I — 05403.

STAMP AFFIXED BY

9/10/02.

STAMP SUPERVISOR DEPT.

CALCUTTA COLLECTORATE

Admissible under Rule 21, duly stamped under the Indian Stamp Act 1899 and also as amended by W. Bengal Stamp Amendment Act 1990.

Schedule IA No. 359(VII)

Fee Paid as under :

Additional Registrar of Assurances

22/10/02

THIS DEED OF LEASE is made at Kolkata this 11th day of October Two thousand Two **BETWEEN** (1) **SMT. MIRA ROY**, wife of Late Kumar Biswanath Roy, (2) **DEBABRATA ROY**, son of Late Kumar Biswanath Roy, (3) **SUBRATA ROY**, son of Late Kumar Biswanath Roy, all at

Presented for Registration at 12 NOON
in the Calcutta Registration Office
on the 11th day of Oct 2002
Sudeshan Kr. Maheswari
one of the Exctr.

Additional Registrar of Assurances
Calcutta

Sudeshan Kr. Maheswari S/o late Hiralal Maheswari of 45, Goreeba Road, Kolkata-19.
Mira Roy W/o late Kumar Bishwanath Roy
Debabrata Roy S/o late Kumar Bishwanath Roy,
Subrata Roy S/o late Kumar Bishwa Nath Roy
all of 25, Maharshi Debendra Road, Kol-7.

Sudeshan Kumar Maheswari

Sudeshan Kumar Maheswari

865
Mira Roy

866
Debabrata Roy

867
Subrata Roy

Samar Kumar Datta
S/o Lt. B. C. Datta
5, N. S. Rd
Kol-1

Samar Kr. Datta
S/o Lt B. C. Datta
5, N. S. Road. Cal-1.

Additional Registrar of Assurances
Calcutta
11/10/02

present residing at "Posta Rajbati" Premises No.25, Maharshi Debendra Road, Kolkata-700 007 hereinafter collectively called **"the Lessors"** (which includes their successors-in-interest and/or assigns) of the **ONE PART** **AND** **SUDARSHAN KUMAR MAHESWARI**, son of Late Hiralal Maheswari, residing at 45, Garcha Road, Kolkata-700019 and having his office at 161/1, Mahatma Gandhi Road, Room No.21, Kolkata-700 007, hereinafter called **"the Lessee"** (which includes its successors-in-interest and/or assigns) of the **OTHER PART** :

WHEREAS :

1. One Biswanath Roy, since deceased, during his life time, was the sole and absolute owner of All That the Premises No.58/3, Barrackpure Trunk Road, in the district of North 24-Parganas within the municipal town of Kolkata-700 002 with diverse buildings and/or structures/erections thereon together with piece and parcel of land therein contained morefully described in the **SCHEDULE** hereunder written (hereinafter collectively called **"the said Premises"**).

2. During his lifetime, the said Kumar Biswanath Roy, by an Indenture of Lease dated 8th day of November, 1963 (hereinafter called **"the said Lease"**) granted lease of All That the said Premises unto and in favour of Hind Hosiery Mills Private Limited (hereinafter called **"HHMPL"**) for a period of 30 years from April, 1963 upto March, 1993 on the terms and conditions contained therein.

3. On expiry of the said lease Kumar Biswanath Roy had filed a Suit against the said **"HHMPL"** and initiated other legal proceedings in respect of the said Premises which was dismissed for non prosecution on 4th day of January, 2001 in the Court of Assistant District Judge, Sealdah, being Title Suit No.89 of 1996.

4. The said Kumar Biswanath Roy died intestate on the 12th day of August, 2000 leaving behind him his wife Smt. Mira Roy and two sons, Debabrata Roy and Subrata Roy, the Lessors herein, as his only heirs and legal representatives and also the said Premises i.e. 58/3, B.T. Road, Kolkata-700 002 under Cossipore Police Station, with diverse buildings and structures and/or erections thereon together with piece or parcel of land therein contained morefully described in the Schedule hereunder written (hereinafter collectively called **"the said Premises"**) subject to occupation and/or possession of HHMPL of the said Premises.

5. The Lessee has represented that the Lessee and his close relatives and associates are holding 100% shares of HHMPL and the Lessee is controlling the management of HHMPL and is desirous of taking on lease the said Premsies subject to the possession and/or occupation of HHMPL in the said Premises.

6. The disputes between HHMPL and the Lessors with regard to the said Premises have been settled and at the request and with the consent in writing of **HHMPL** and the Lessee, the Lessors have agreed to grant the lease in favour of the Lessee in respect of the said Premises in the manner hereinafter mentioned.

NOW THIS DEED WITNESSETH and it is hereby agreed and declared by and between the Parties hereto as follows :-

1. In pursuance of the aforesaid and in consideration of the sum of Rs.6,00,000/- (Rupees Six lacs) only paid by the Lessee to the Lessors, in the manner hereinafter mentioned, as and by way of premium, on or before the execution of these presents and in further consideration of the monthly rent hereby reserved and all the covenants, conditions and agreements hereinafter contained and on the part of the Lessee to be observed and performed the Lessors do hereby demise unto the Lessee All That the said Premises including all those the buildings, structures together with the piece and parcel of land thereunto belonging within the municipal limits of Kolkata Municipal Corporation, being Premises No.58/3, Barrackpore Trunk Road, Kolkata-700 002 morefully described in the **SCHEDULE** hereunder written and shown in the map or plan annexed hereto and marked with bordered **"RED"** (hereafter called **"the Demised Premises"**) subject to the possession and/or occupation of HHMPL **TO HAVE AND TO HOLD** the Demised Premises unto the Lessee for a period of **60 (Sixty) years,** commencing on and from the 11th day of October, 2002 **YIELDING AND PAYING THEREFOR** unto the Lessors, the monthly rent of Rs.1,000/- (Rupees One thousand) only during the first ten years from the date of commencement of this lease i.e. for the month of October 2002 upto the month of September 2012 and thereafter the monthly rent shall be increased by 20% after every 10 years and shall be payable on or before the 15th day of each and every month for the month immediately preceeding without any deduction or abatement whatso-

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ever and howsoever save and except the statutory deduction of Income Tax at source under the Income Tax Act, if required.

2. The Lessee hereby covenants with the Lessors as follows :-

(a) Out of the total premium of Rs.6,00,000/- (Rupees Six lacs) only, the Lessee shall pay to each Lessor the sum of Rs.2,00,000/- (Rupees Two lacs) only by Banker's cheques to be issued separately in favour of each Lessor as aforesaid.

(b) The Lessee shall during the said term pay the monthly rent in respect of the said Premises hereinbefore reserved within the time and in the manner aforesaid to the Lessors.

(c) The Lessee shall pay the amount of Municipal rates and taxes that are now payable or may hereafter be levied or imposed by The Kolkata Municipal Corporation and/or other authorities in respect of the Demised Premises and shall also pay the Municipal rates and taxes which may be imposed in respect of all the buildings and/or structures, which are now in existence and which may hereafter be erected and/or constructed by the Lessee on the Demised Premises. It is definitely be understood that liability for payment of all Municipal rates and taxes of the Demised Premises, both present and future, will rest upon the Lessee. The Lessors will in no way be liable to pay Municipal rates and taxes in respect of the said Demised Premises.

(d) The Lessee shall also execute at its own costs and expenses all repairs to the Demised Premises including the building and/or structures thereon, both present and future, and shall not call upon the Lessors to do or execute any sort of

repairs to the Demised Premises including buildings/structures thereon, both present and future.

(e) The Lessee shall at its own costs comply with and carry out all requisitions, notices and requirement of the Kolkata Municipal Corporation and/or any other authorised agencies of the Government and/or semi Government bodies whether such notices or requisitions are served on the Lessors and duly intimated to the Lessee and observe building rules and regulations, restrictions and directions of all lawful authorities and the Lessors shall not be held responsible for any violation thereof. In the event of the Lessee committing any breach or violation of any municipal law rules and/or requisition with regard to the Demised Premises including the buildings and/or structures thereon, both present and future and/or any other rules framed by any appropriate authorities in connection therewith, the Lessee shall indemnify and keep the Lessors completely indemnified and harmless from and against all actions, claims, losses, damages, demands, proceedings, costs, charges and expenses that the Lessors may suffer or incur or be subjected to due to such breach or violation, as aforesaid, of the Lessee or any person or persons claiming under him.

(f) The Lessee and/or his sub Lessee(s) shall use the Demised Premises including the buildings and/or structure thereon for business, commercial and/or residential purposes and the Demised Premises shall not be used for any illegal or immoral purpose or for an purpose which is opposed to public

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policy and in default whereof the Lessee shall indemnify the Lessors.

(g) The Lessee shall yield and deliver up the vacant and peaceful possession of the Demised Premises together with the building(s) and/or structures(s) thereon whether existing or constructed and/or erected by the Lessee on the Demised Premises at the expiration of the Lease hereby granted.

3. The Lessors hereby covenant with the Lessee as follows :-

(a) The Lessee paying the monthly rent, municipal rates and taxes and other moneys hereby reserved and observing and performing the terms, conditions and covenants herein contained and on his part to be observed and/or performed shall and will peaceably and quietly hold, possess and enjoy the Demised Premises and every part thereof but subject to the possession and/or occupation of **"HHMPL"** without any eviction, interruption, or disturbance from or by the Lessors or any person or persons claiming from under or in trust for the lessors.

(b) The Lessors shall acknowledge and give valid and duly stamped receipt for payment of monthly rent made by the Lessee under these presents and such receipts shall be conclusive prove of such payment.

4. It is hereby agreed and declared by and between the Lessors and the Lessee as follows :-

(a) The Lessee may renovate and/or repair the building and/or structures thereon or any portion or portions thereof com-

prised in the Demised Premises and may demolish the same with the prior consent in writing of the Lessors for the purpose of construction of the new buildings and/or structures thereon in accordance with the plan sanctioned by the Kolkata Municipal Corporation and/or any other appropriate authority or authorities, to be erected and/or constructed at the costs and expenses of the Lessee.

(b) The Lessee is entitled to apply for and obtain necessary electric, telephone and water connections etc. in the Demised Premises.

(c) The Lessee and/or his associate companies shall have the Power and be entitled to sub-let and/or sub lease, the Demised Premises or any part thereof including the new constructions as may be made thereon by the Lessee at his own costs and expenses to any person or persons and that the sub-tenants and/or the sub-Lessee to be inducted by the Lessee shall be bound by all the terms and conditions herein contained and the Lessee shall not execute any other documents transferring the tenancy except on the expressed terms that the sub-let and/or sub lease, as the case may be, and will come to an end on the expiry and/or sooner determination of the terms hereby granted and the said sub Lessee and/or sub tenant shall vacate and hand over peaceful possession of the Demised Premises including the new building and/or structure if constructed thereon (at the costs and expenses of the Lessee) at expiry of the lease or earlier determination thereof to the Lessors.

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(d) The Lessee may, during the term of the lease, assign his leasehold interest to any person or persons with the prior consent in writing of the Lessors and the decision of the Lessors in this regard shall be final and conclusive provided however the Lessee without affecting the interest of the Lessors may create mortgage and/or charge over his leasehold interest in the Demised Premises in favour of any Bank or financial institution for the purpose of development of the Demised Premises and for no other purposes.

(e) Upon expiry of the lease, the Lessee will be entitled to get the lease renewed for such period and on such terms and conditions as may be mutually agreed by and between the Lessors and the Lessee.

5. It is hereby further agreed and declared by and between the parties hereto as follows :-

(a) If the monthly rent and other amounts payable in respect of the said Premises or any part thereof shall remain unpaid for six months after the dates whereupon the same ought to be paid as aforesaid (whether the same shall have been legally demanded or not) or if the Lessee shall fail to observe and perform any of the terms and conditions herein contained and on the part of the Lessee to be observed or performed or permit any Receiver to be appointed on his properties and/or effects or assets, it shall be lawful for the Lessors to re-enter upon the Demised Premises or any part thereof in the name of the whole and in that event this lease shall stand determined or terminated but

without prejudice to any other rights, claims, action or remedy which the Lessors may have against the Lessee in respect of any antecedent breach or non-performance or non-observance of any of the covenants and conditions herein contained.

(b) The Lessee shall be liable to pay Rs.1,000/- (Rupees One thousand) only per diem as mesne profits or damages if the Lessee shall fail, refuse or neglect to deliver vacant and peaceful possession of the Demised Premises to the Lessors on expiry or sooner determination of this lease until delivery of vacant peaceful possession of the Demised Premises to the Lessors without prejudice to the rights and/or remedies as may be available to the Lessors under the law.

(c) In the event of the Demised Premises or any part thereof being requisitioned by the Government or any local authority under any enactment for the time being inforce, this lease may remain suspended at the option of the Lessee during the term of such requisition provided that if the Lessee shall elect to keep the lease suspended as aforesaid the compensation or any moneys payable in respect of such requisition shall be received by the Lessors alone and the Lessee shall have no claim thereto but the payment of rent by the Lessee shall also remain suspended during the period of requisition and the Lessee shall not be considered as a defaulter for the payment of rent during the said period.

(d) In the event of the Demised Premises or any part thereof including all buildings and/or structures constructed and/or to be constructed thereon being acquired by the Government or any local authority under any Act, for the time being inforce then and immediately upon publication of any such declaration this lease will be determined and/or cancelled in respect of the acquired part and/or portions of the Demised Premises and the Lessors and the Lessee shall be entitled to such compensation as may be awarded to them under the law for the time being inforce.

(e) The notice intended to be served on the Lessee shall be deemed to have been served if the same be sent by registered post with acknowledgement due at the Demised Premises or at the residential address of the Lessee as aforesaid.

(f) The original of this Lease will be kept by the Lessee and the certified to be true copy thereof will be kept by the Lessors and the Lessee shall bear and pay all the costs and incidental to the preparation and registration of this Lease Deed including stamp duty and registration and other charges.

(g) The Lessee hereby also covenants that after registration of the Lease Deed the Lessee at his own costs and expenses will obtain the certified to be true copy thereof and shall send the same to the Lessors within a month from the date of execution and registration of this Deed.

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THE SCHEDULE ABOVE REFERRED TO

ALL THAT one storied brick built messuage building tenament and hereditaments and other structures including the surrounding boundary walls together with piece or parcel of land, thereunto belonging and on part whereof the same is erected and built situated containing by measurements 5 Bighas 2 Cottahs 15 Chit-tacks 38 Square feet, be the same a little more or less, situate, lying at and being the part of Premises No. 58/3, Barrackpore Trank Road in Holding No.127, 128 Block 1 Division of 12 of Dihi Panchannagram within the Municipal limits of Kolkata in Cossipore Dum Dum Sub-Registry, Thana Cossipore. The demised premises is delineated in the map or plan annexed to the lease thereon en-closed with **"RED"** borders and the structures thereon bordered **"YELLOW"** and butted and bounded as follows :-

ON THE NORTH	:	By Basti Passage and Lessors' Land.
ON THE EAST	:	By Premises No.58/2, Barrackpur Trunk Road, belonging to the Lessors and the Basti passage.
ON THE SOUTH	:	By Basti Passage, to the Lessors.
ON THE WEST	:	By Premises No. 58/4, Barrackpur Trunk Road, belonging to the Lessors.

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IN WITNESS WHEREOF the Parties hereto have executed these presents on the day month and year first above written.

SIGNED AND DELIVERED by the #
abovenamed Lessors Mira Roy, #
Debabrata Roy and Subrata #
Roy in the presence of :- #

Mira Roy
Debabrata Roy
Subrata Roy.

1. Partha Sankar Ghosh,
Advocate,
C/O, Sandersons & Morgans,
Advocates & Solicitors
5, N.S. Road, Kolkata-700001.

2. Samar Kumar Dalé
C/O Sandersons & Morgans.
5, N. S. Road. Kol-1

SIGNED AND DELIVERED by the #
abovenamed Lessee Sudarshan #
Kumar Maheswari in the #
presence of : #

1. Dipak Kantha
161/1 M G Road
ROOM NO. 21, Kolkata-7

2. Samar Kumar Dalé
C/O Sandersons & Morgans.
5, N, S, Road, Kol-1

DATED THIS 11th DAY OF OCTOBER, 2002

B E T W E N

SMT. MIRA ROY
DEBABRATA ROY
&
SUBRATA ROY
[The Lessors]

A N D

SUDARSHAN KUMAR MAHESWARI
[The Lessee]

DEED OF LEASE

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SANDERSONS & MORGANS
SOLICITORS & ADVOCATES
5, NETAJI SUBHAS ROAD,
KOLKATA-700001.

DEED120.PKS