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LTD. a joint stock company with limited liability having its registered office at No. 11/1, Netaji Gandhi Road, Calcutta, hereinafter called the "LESSOR" which expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, representatives and/or assigns of the OTHER PART WITNESSETH -

that in consideration of the rent hereby reserved and on the part of the lessee to be paid in manner hereinafter appearing and in consideration of the covenants and conditions and agreements hereinafter contained and on the part of the lessee to be reserved and performed the lessor doth hereby demise unto the lessee ALL THAT one storied brick built masonry building tenement and hereditarily together with the place or parcel of land thereunto belonging and on part whereof the same is erected built and situate containing by measurement & Dighat of notation 15 chittacks 38 square feet be the same a little more or less surrounded by high brick built boundary wall on all sides situate lying at and being part of premises no. 11/1, Chittapore Bazar Road in 51st

Sinthi Uttarpara within the Municipal limits of the suburbs of Calcutta in the District of 24 Parganas and fully set out and described in the Schedule hereunder written and delineated in the map or plan annexed herewith and thereon enclosed within red borders or however otherwise said land premises or any part or portion thereof now are or is or at any time heretofore were hatted bounded called known numbered described or distinguished liberties privileges easements appendages and appurtenances whatsoever belonging or in any where appertaining to the said Genised premises or any part thereof or therewith usually held used and occupied or enjoyed or reputed or known as part or parcel thereof appurtenant thereto TO HOLD the said Genised premises unto the lessee for the term of thirty years commencing from the month of April 1963 and terminating with the month of March 1993 RENTING and PAYING therefor during the said term the clear monthly rent of Rs.500/- for the first ~~ten~~ ten years i.e. from April 1963 to March 1973 Rs.600/- for the second ten years i.e. from April 1973 to March 1983, and Rs.700/- for the last ten years from April 1983 to March, 1993 the monthly rent being paid on or before the 5th day of each and every month immediately and succeeding that.

that for which the rent will be payable and that in default of payment of the monthly rent on the date fixed for the payment thereof paying interest on the rent in arrears at the rate of six per cent per annum such interest being calculated from the first day of the month immediately succeeding the month for which the rent shall be payable and the Lessee doth hereby covenant with the Lessor as follows :-

1. That the Lessee shall pay the monthly rent payable by them to the Lessor without any deduction or abatement whatsoever on the days in the manner aforesaid.

2. That the Lessee shall pay the entire and the full amount of Municipal rates including the owners share thereof that are now or may hereafter be levied or imposed in respect of the demised premises and shall also pay the whole of the Municipal rates and taxes in respect of the structures appliances fittings etc., which may be erected by the Lessee inside the compound of the premises, it is definitely understood that the liability for the payment of Municipal taxes to the Calcutta Corporation will rest upon the Lessee. The Lessor

will in no way be liable to pay Municipal taxes either of the owner and/or of the occupier's share in respect of the demised premises. The lease hold rights together with the machineries and fittings and the structures made by the Lessee inside the compound of the premises will be the first charge for payment of rent and Municipal taxes and all other taxes. The Lessee will produce and show paid up Municipal rate bills when required by the Lessor.

3. That the Lessee shall pay the ware houses tax and the other taxes or any special duty and/or taxes that may be imposed in connection with the business carried on by the Lessee at the demised premises or in respect of the manner of which the demised premises are used by the Lessee.

4. That the Lessee shall not sublet assign or transfer the demised premises or any part thereof on any account whatsoever and shall not make use of any heavy machinery at or inside the existing building and shall be entitled to set calendar machine, winding machine, hoop machine,

sewing machine and such light type of machines only. The Lessee will be permitted to use the demised premises for any other purposes as the Lessee may think fit from time to time other than manufacturing and processing business.

5. That the Lessee shall keep at their own cost the said demised premises in good and sufficient repair and perfectly sanitary condition and shall comply with all requisition of the Municipality or other constituted authority as required for the maintenance and sanitation or otherwise of the said demised premises. Further in consequence of fixing machines as stated in clause 4 if there be any damage to the building the Lessee shall be bound to restore it to its original condition by making sufficient repairs.

6. That the Lessee shall pay all costs of and incidental to the preparation and registration of this lease and the lease after registration shall remain in the custody of the Lessor and a duplicate copy hereof which will be prepared by the Lessee will remain in their custody.

7. That at the expiration or sooner determination of the term hereby granted the Lessee shall make over quiet and peaceful possession of the said demised premises to the Lessor in good condition reasonable wear and tear damage by tempest earthquake violence of any army, Civil, political or communal disturbances or act of God excepted. And the Lessor doth hereby covenant with the Lessee as follows :-

(i) That the Lessee paying the rent hereby reserved and performing and observing the covenant and conditions hereby contained and on their part to be observed and performed shall possess and enjoy or any one claiming from under or trust for the lessor the said demised premises AND IT IS HEREBY AGREED AND DECLARED by and between the parties to these presents as follows that is to say:

(ii) That if the lessee shall make default in any payment of the monthly rent for three consecutive months or shall enter into a composition with their creditors or shall make default in carrying out any of the conditions and covenants contained in these presents and on their part to be observed and performed then notwithstanding anything therein before contained the lessor will be at liberty forthwith to determine this demise and to re-enter the demised premises without any notice whatsoever.

(iii) The lessee shall be at liberty to erect alter or reconstruct structures on the compound of the demised premises at his own risk for the purpose of his business according to the plan prepared by them approved by the Lessor and sanctioned by the Corporation of Calcutta and to fall down the trees which may be existing over such part or parts without being answerable to the lessor in any way.

in any way and the lessor will consent to do all such acts deeds and things for obtaining the sanction for the erection of such structures or in obtaining all permits or sanctions for the carrying on their business and in obtaining all kinds of licenses as also in obtaining electric and telephonic connections.

4. If during the subsistence of lease demised the whole or any portion of the said demised premises shall be ~~the~~ ~~the~~ acquired or requisitioned by the Government or any Corporate body under the Land Acquisition Act or any other enactment for the time being in force for acquisition of the premises for any public or other purposes then and in such event the compensation money will be distributed in this manner, i.e. the lessor will get the entire compensation money awarded for the quantum of land, premises and for the structures made by the lessee and the company i.e. lessor will get the entire compensation money for their own business only and the lessee will be entitled to determine this lease from the date of such acquisition or requisition or in the event of any portion of the said demised premises being acquired as aforesaid lessees will be entitled to claim a proportionate reduction of rent provided always and it is hereby agreed and declared that this clause is without prejudice to the lessee's claim or right if any in respect of any compensation due only for their business that may be awarded in respect of such acquisition by such authority or authorities concerned.

5. That on or before the expiration the definite terms of lease for thirty years or in case of sooner determination and/or on the failure of the lessee to take a fresh renewal of lease as provided hereafter it shall be lawful for the lessee to remove away all their plants machineries instruments excepting all sheds structures bungalows cool lines and/or any structures if raised and erected and constructed in the compound of the demised premises at the costs of the lessee with or without consent and permission of the lessor which shall immediately vest to the lessor unconditionally and the lessor shall become full and absolute owner thereof on and from the date of the termination of the lease without any payment of any compensation money whatsoever to the lessee and shall have no lien claim or charge or right of ownership in respect of the structures made by the lessee inside the compound of the demised premises by virtue of determination of this lease.

6. The lessee shall not erect or establish any temple diety et al on the premises or shall not do any such act or acts which is unlawful or might permanently affect or injure the premises and rights of the lessor.

7. That if the lessee fulfill all the terms and conditions as laid down in this presents and pay the rents regularly within the fixed time and strictly obeys the

condition...

condition of this lease then the lessee may exercise the option of continuing the tenancy for a further period of two years immediately after the term hereby granted on the same terms and conditions as are contained in these presents except this clause, provided that the lessee shall at least three months before the expiry of the term hereby granted give to the lessor the notice in writing sent by registered post to the address of the Lessor expressing and intimating the desire to have such renewal and exercise of the option period and it is hereby agreed by and between the parties hereto that the lessee in that case shall have to pay a monthly rent of Rs.750/- only to the lessor during the said option period without any abatement or deduction whatsoever and the lessee will be obliged to execute a fresh lease immediately after the termination of this period for the aforesaid option period of two years.

8. That the lessor shall permit the lessee to use the road leading from Barrackpore Trunk Road to the demised premises for the purposes both of vehicular and pedestrian traffic the lessee shall be bound to pay the proportionate cost of maintaining the same every year jointly with other tenants. The work is to be executed by and at the supervision of the lessor.

9. The existing open drain of the lessor on the southern side of the lease hold premises leading upto Barrackpore Trunk Road is not sufficient to cope with the flow of waste

water of the lessee and as such the lessee undertakes to make all possible arrangements so that sufficient water may pass through the said drain and see that there may not be any material loss or damage either to the lessor or to the other adjoining tenants of the lessor. The lessor will not raise any objection if the lessee makes the drain broad at their own costs in order to pass sufficient waste water of the lessee.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT one storied brick built messuage building tenement and hereditaments including the surrounding boundary wall together with piece or parcel of land thereunto belonging; any or part thereof the same is erected and built situated containing by measurements 5 Dighas 2 cottahs 15 Chittahs 10 sq. feet to the same a little more or less situate lying on and being the part of premises no. 88/3, Barrackpore Bunk Road in Holding-no.-127,128 Block I Division of 12 of Dahi Panchanagram within the Municipal limits of Calcutta in Cossigar Dum Dum Sub-Registry Dhana Cossigar. The devised premises is delineated in the map or plan annexed to the lease thereon enclosed within red borders. The building being coloured red and constructions marked Yellow belonging to the lessee and tutted and bounded :-

On the North by Easti Passage and owner's land.

On the East by premises no. 58/2, Barrackpur Trunk Road,
belonging to the Lessor and the Bustee passage.

On the South by Bustee Passage, to the Lessor.

On the West by premises no. 58/4, Barrackpur Trunk Road,
belonging to the Lessor.

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

SIGNED SEALED AND DELIVERED BY
the Managing Director M/S. Hind
Hosiery Mills Pvt. Ltd.,
in the presence of

7500 anant Roy,
7500 anant Roy,
Lessor
M/S. HIND HOSEY MILLS PVT. LTD.
Himalal Kalamani
Mg. Director
Lessor

Himalal Kalamani
25, M. D. Rd
(Cal.)

in presence of
9. 12. 1951

Typed by
Chander
City civil court, Cal.

