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*As per Court's
directions see
not for the value
as per invoice
- Home Office
09/3/14*

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THIS DEED OF LEASE made this the 27th day of February

2004 BETWEEN THE OFFICIAL TRUSTEE OF WEST BENGAL,
appointed as the Custodian Trustee by an order dated 7th April 1941 in Suit
No.548 of 1934 as the Custodian Trustee of the Estate of Rup Chand Dhur
(New Secretariate Building), 10th Floor, Kolkata - 700 001 hereinafter

referred to as "THE LESSOR" (which expression shall include his
successor or successors in the office) of the **FIRST PART**

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Stamp: 'A' Fee of Rs. 2156/-
Substantially verified by
Case No. vide Receipt No.

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do _____ Date _____
Sold To Suman K. Chakraborti (P.O.)
Add. 9, C.P.O. St., Cal-1
No. 1000

L.R. VENDOR
HIGH COURT

Presented for Registration on _____
at the Calcutta Registration Office

Kashimati Mandir

on the 27th day of Feb 2004
Kashimati Mandir
one of the items

Suburban Registrar of
Mortgages, Kolkata

- 1) Kashimati Mandir
- 2) Nirek ten karkoti kishor
Analytical Management Centre
P. O. at 7/A, Hooghly Rd, Cal-26,
- 3) Ramchandra debari Das
for behalf of Gurus Pt. Ltd
at 3/B, Ray St, Cal-26.

P.T.O

P. Das,
80 St. N.C. Rd,
at 15A, S.M. Rd,
Cal-26,
Bhub.

FOR & ON BEHALF OF
EMELER LTD.,
Ramchandra
Mamudher
Director

Suburban Registrar of
Mortgages, Kolkata

Gedamanda Dm
SIO Late N.C. Dm
15A, S.M. Rd, Cal-26
Service



2

AND

The Registrar, Original side, High Court, Calcutta, in the name of Official Trustee of West Bengal in the name of Lessor

AND

(1) ANALYTICAL MANAGEMENT CONSULTANTS (P) LTD., a Company incorporated under the Companies Act, 1956 and having its registered office at 7/1A, Hazra Road, Kolkata - 700 026 duly authorized nominee of M/s. Emeles Private Limited, having its registered office at 3B, Ray Street, Police Station - Bhowanipore, Kolkata - 700 020 hereinafter referred to as "THE LESSEE" (which expression shall unless excluded by

163299

26 FEB 2004

No. _____ Date _____
 Sold To: Samer K. Chakraborti (A20)
 Add: P. O. P. O. St, Carl - 1.
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L. S. VENKAT
 1000 COURTS

400000/-, 40000/-



2202

Shri K. K. Mulla (Treasurer)

1) Serial number Mulla
 P. O. P. O. Mulla at
 A. S. Chakraborti Pura St, Carl-1.

Dilip Kumar Mulla

2) Dilip Kumar Mulla P. O.
 P. O. Mulla at 12/5A,
 P. N. Chakraborti Pura
 Carl-1.



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S. Das.



Sadananda Das

Registrar of Assurances,
 Kolkata



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or repugnant to the context include his successor or successors-in-interest and nominees and/or assigns) of the **SECOND PART**.

AND

M/S. EMELES PRIVATE LIMITED a Company incorporated under the Companies Act, 1956, having its registered office at 3B, Ray Street, Kolkata - 700 020 hereinafter referred to as "**THE ASSIGNOR LESSEE**" (which expression shall include its successor-in-interest or assigns) of the **THIRD PART**.

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26 FEB 2004

No. Date
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 L. S. VENKATAR
 HIGH COURT CLERK




 Additional Registrar
 Assurances, Kolkata

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4

AND

SRI SHIBU KUIMAR MALLICK, son of Late Baidyadhar Mallick, residing at 4, Sikdar Para Street, Kolkata - 700 007, appointed Receiving and spending Trustee by an order dated the 24th February 1997 made by the Hon'ble Justice Padma Khastagir, (in the matter of Govinda Das Mullick Vs. Official Trustee of West Bengal) as representing the branch of Banshidhar Mallick (Vide order dated 7th April, 1941 made by Justice Ameer Ali in Suit No.548 of 1934) AND Sri Dilip Kumar Mallick, son of

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26 FEB 2004

No. _____ Date _____
 Sold To: Sanku K. Chakraborty (Adv.)
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I. S. V. S. S. S.
 SIGNATURE




Additional Registrar
 KOLKATA

Late Damodar Mallick, residing at 12/5A, Priya Nath Chakraborty Lane, Kolkata - 700 035, appointed receiving and spending Trustee by order dated 12.09.2000 and 19.09.2000 respectively made by the Hon'ble Justice Pinaki Chandra Ghosh in AOT No.2 of 2000 (Dilip Kumar Mallick Vs. The Official Trustee of West Bengal) as representing the branch of Bishambar Mallick (vide order dated 7th April, 1941 made by Justice Ameer Ali in Suit No.548 of 1934) being the **CONFIRMING PARTIES** to the Lease (which expression shall mean and include their respective successors appointed by the Hon'ble High Court at Calcutta of the **FOURTH PART**).

WHEREAS one Rup Chand Dhur, a Hindu Governed by the Dayabhaga School of Hindu Law made a Will on the 4th April, 1817 and appointed his brother Gobind Chand Dhur as the Sole Executor and Trustee thereof.

AND WHEREAS under the said Will a Trust was created in respect of a sum of Rs.30,000/- (Rupees Thirty Thousand) only interalia for performance of certain rites and ceremonies and annual acts relating to certain family details viz. The Durga Puja, Dol Yatra and Worship of Sri Iswar.

AND WHEREAS one Shib Chandra Mullick the Sole surviving male representative of the said Rup Chand Dhur filed a Bill of complaint on 1st February, 1841 before the Supreme Court for certain orders and by an order dated the 25th November, 1842 it was declared that the said Shib Chandra Mullick was entitled to perform the said rites and ceremonies and by a decree dated the 1st August, 1843 confirming the Master's report in these proceedings the Executors of Gobind Chand Dhur deceased were directed to hold the said Trust fund as Trustee for the said Shib Chandra Mullick and pay the money to him.

AND WHEREAS Shib Chandra Mullick lodged a further Bill of Complaint and by a decree made in that cause dated the 3rd February, 1854 the said Trustees were removed and Shib Chandra Mullick was appointed the Sole Trustee of the Fund under the name and style Rup Chand Dhur Trust.

AND WHEREAS the said Shib Chandra Mullick died after making a Will on the 3rd August, 1866 and also a Trust on the 3rd August, 1866 leaving his wife Badam Kumari Dassi and Hrishikesh Mullick son by a predeceased wife.

AND WHEREAS in the Will the said Shibu Chandra Mullick appointed Hrishikesh Mullick (son), Dwarka Nath Bhanja (friend), and the Administrator General of Bengal as Executors thereof.

AND WHEREAS in the Will the said Shib Chandra Mullick devised the rest and residue of his estate to his Executors and Trustees as to a moiety for his son Hrishikesh Mullick and the other moiety in Trust for the sole issue of Hrishikesh with the Proviso that if Hrishikesh dies without any issue then the said moiety be paid over to the Trust and added to the Trust Fund known as Rup Chand Dhur Trust and the said Will was duly probated.

AND WHEREAS in the Trust Deed dated the 3rd August, 1866 the Administrator General of Bengal, Dwarka Nath Bhanja and Hrishikesh Mullick were appointed as Trustees thereof.

AND WHEREAS it was directed in the said Deed of Trust that the Administrator General would hold the Trust Fund but pay the income of the Trust Fund to Dwarka and Hrishikesh for performing the rites and ceremonies mentioned in the said Will of Rup Chand Dhur.

AND WHEREAS the Administrator General declined to act under the said declaration of Trust without sanction by this Hon'ble High Court stating that Shib Chandra Mullick had no right to appoint new Trustees and that the Administrator General was Willing to act as Trustee if appointed by this Hon'ble Court.

AND WHEREAS Hrishikesh Mullick made an application in the matter of Indian Trust Act of 1866 and in the matter of Trust of Rup Chand Dhur before the Hon'ble Court and by an order dated the 25th June, 1867 it was inter alia, declared that Hrishikesh Mullick be appointed the Trustee of the Will of Rup Chand Dhur in place and stead of Shib Chandra Mullick and the Official Trustee was appointed the Trustee of the property subject to the Deed of Trust dated the 3rd August, 1866.

AND WHEREAS it was also directed that the Official Trustee do also pay from time to time the interest that would accrue due to the said fund for the purpose of Trust to Hrishikesh Mullick and Dwarka Nath Bhanja and the duty and liability of the Official Trustee in reference to such interest do cease and determine with payment thereof to them.

AND WHEREAS one Shib Nath Dhur, the youngest son of Gobind Chand Dhur and other member of the Dhur family some times in 1868 filed a Suit No.465 of 1868 (Shib Nath Dhur and others Vs. Administrator General of Bengal, Hrishikesh Mullick and Dwarka Nath Bhanja) claiming that they being next of kin of Rup Chand Dhur were the proper persons to perform the Trust under the Will of Rup Chand Dhur and were entitled to the Trust Fund and Justice Norman dismissed the suit as misconceived.

AND WHEREAS Hrishikesh Mullick died intestate on the 9th January, 1875 without leaving any male issue.

AND WHEREAS after the death of Hrishikesh Mullick his wife Purasundari and his step mother Badam Kumari Dassi were appointed Joint Trustees with Dwarka Nath Bhanja by a decree dated the 11th June, 1875 passed by Justice Mark by in Suit No.280 of 1874 filed in the High Court at Calcutta and it was also declared by Justice Mark by that the Will of Rup Chand Dhur created only a Trust but not any debater.

AND WHEREAS Badam Kumari Dassi died and after her death Purasundari and Dwarka Nath Bhanja continued to perform the ceremonies and worship.

AND WHEREAS by a Deed of appointment dated 13th August, 1894 executed by Dwarka Nath Bhanja with concurrence and consent of the said Purasundari Dassi and appointed in his place Sreenath Sein, the husband of Monomohini (the daughter of Hrishikesh) and his own son Kalidas Bhanja to be Trustees along with Purasundari Dassi for the purpose of performing the Ceremonies and Worship and for the purpose of receiving money from the Official Trustee.

AND WHEREAS the Official Trustee declined to pay to the newly appointed Trustees without any order of the Hon'ble Court and thus an application was made in the said suit being Suit No.280 of 1874 wherein an order was made on the 8th January, 1895 giving liberty to the Official Trustee to pay to Sreenath Sein, Kalidas Bhanja and Purasundari Dassi the income of the said Rup Chand Dhur Trust Fund.

AND WHEREAS Sreenath Sein died in 1895 and the income of the said Trust Fund continued to be paid by the Official Trustee to the said Purasundari Dassi and Kalidas Bhanja.

AND WHEREAS Purasundari died on the 11th September, 1932 and after her death one Gadadhar Mullick, one of the reversionary heirs of

Hrishikesh Mullick filed a suit being Suit No.2142 of 1932 (Gadadhar Mullick Vs. Preolal Mullick and others) against other reversionary heirs of Hrishikesh Mullick for a declaration of shares of the parties to the whole estate left by Shib Chandra Mullick and/or Hrishikesh Mullick for partition, appointment of Receiver etc., and by an order dated the 19th September, 1923 Gadadhar Mullick and Preolal Mullick were appointed Joint Receivers in respect of the whole of estate of the said Shib Chandra Mullick and Hrishikesh Mullick.

AND WHEREAS during the pendency of the partition proceedings the Official Trustee instituted Suit No.748 of 1934 (Official Trustee of Rup Chand Dhur Trust appointed under order dated the 13th June, 1867 Vs. Raj Kumari Das Dassi widow of Gadadhar Mullick and Bidyadhar Mullick his only son and others) against the said reversioners claiming that under the Will of Shib Chand Mullick the Official Trustee of Bengal was entitled to the whole of the residuary estate or in the alternative to the one half thereof as Trustee of Rup Chand Dhur Trust Fund.

AND WHEREAS a preliminary partition decree was passed on the 28th June, 1937 whereby it was declared that the Official Trustee of Bengal was entitled to the half share of the estate as such Trustee.

AND WHEREAS by an order made on the 29th November, 1943 in the said Suit No.748 of 1934 the said Joint Receivers were discharged and Mr. H. N. Sanyal, Barrister-at-Law was appointed Receiver of the whole estate in their place and stead in the said Suit No.748 of 1934 as well as in Suit No.2112 of 1932 and by the said order Mr. H.N. Sanyal was also appointed Commissioner of Partition in both the said Suits.

AND WHEREAS in the meantime as in or about 1934 a suit was filed by the reversionary heirs of the said Hrishikesh Mullick being Suit No.548 of 1934 (Gadadhar Mullick & Others Vs. Official Trustee of Bengal & Others) for a declaration that the heirs or Hrishikesh Mullick were the only persons entitled to perform the rites and Ceremonies under the said Rup Chand Dhur Trust in the hands of the Official Trustee of Bengal, for a declaration that the said Trust dated the 3rd August, 1866 executed by Shib Chandra Mullick was invalid and other relieves.

AND WHEREAS by a decree dated the 13th December, 1937 made in the said Suit No.548 of 1934 by the Hon'ble Justice Ameer Ali it was interalia declared that the said deed of Trust dated the 3rd August, 1866 was invalid and that Kalidas Bhanja and Priyolal Mullick were not validly appointed Trustees

competent to perform the rites and Ceremonies directed to be performed under the Will of Rup Chand Dhur and that the heirs of Hrishikesh Mullick were the only persons entitled to perform the rites and Ceremonies directed to be performed under the Will of Rup Chand Dhur and that the heirs of Hrishikesh Mullick were the only persons entitled to perform the said Pujas and Ceremonies and the Official Trustee of Bengal was directed to pay the said heirs for performance of the said Ceremonies.

AND WHEREAS on the 26th November, 1937 the Hon'ble Mr. Justice Ameer Ali delivered a Judgement in the said Suit No.548 of 1934 to the effect that the Trust and the Trustees therein were Trustees in the English Sense and that Shebaitee cannot develop.

AND WHEREAS on or about the 20th April, 1934 Official Trustee of West Bengal filed another suit being Suit No.478 of 1934 for construction of the Will of Shib Chandra Mullick for discovery of the Estate of Shib Chandra Mullick for declaration of his interest in the sum for possession if necessary for partition, Receiver and costs.

AND WHEREAS on the 28th June, 1937 a decree was passed in the said Suit being No.748 of 1934 whereby it was declared that the bequest to the Rup Chand Dhur Trust took effect and was valid.

AND WHEREAS it was further declared by the said Decree that Hrishikesh Mullick son of Shib Chandra Mullick on attaining the age of 21 years took absolutely the moiety of the residuary estate of Shib Chandra Mullick deceased and it was further declared that upon proper construction of the Will of the said Shib Chandra Mullick the plaintiff, the Official Trustee of Bengal was entitled to one equal half part or share of the residuary estate of the said Shib Chandra Mullick deceased, under the Second Part of the residuary devise to be found upon inquiry as directed by the said decree.

AND WHEREAS in terms of the said Final partition decree made in Suit No.748 of 1934 the said Official Trustee has obtained possession of one equal half part or share of the residuary estate of the said Shib Chandra Mullick deceased and the same has been added to the Rup Chand Dhur Trust.

AND WHEREAS by an order by Justice Ameer Ali, dated the 7th April, 1941, made in Suit No.548 of 1934 appointed Gadadhar Mullick and Aniruddha Mullick as the Spending or Receiving Trustees of the said Rup Chand Dhur Trust Fund and the Official Trustee of Bengal remained as the Custodian Trustee.

AND WHEREAS by the said Commissioner of Partition Mr. H.N. Sanyal appointed in suit No.548 of 1934 and suit No.2112 of 1932 filed his Report dated the 7th July, 1960 before this Hon'ble Court on the basis of which the decree for partition was made.

AND WHEREAS Premises No. 36, Panditiya Road, Ballygunge, Kolkata, was divided into lots namely Lot "A" Lot "B" by the said commissioner of partition.

AND WHEREAS it was certified by the said Commissioner of partition in the said report that neither party will have any kind of easement or any kind whatsoever whether of light, air, egress, ingress, flow of water and right of support or at all as against each other and save which were in existence at the material time in so far as Lot "A" and Lot "B" of premises No. 36, Panditiya Road, Ballygunge (Presently P.S. Lake, Kolkata -700029) were concerned and that neither of them will encroach on the privacy of the other.

AND WHEREAS it was also certified that Lot "A" will belong to the Official Trustee of West Bengal who will hold it as Custodian Trustee thereof and it was also directed that the documents of title relating to the premises No.36, Panditiya Road, Ballygunge shall remain with the Plaintiff the Official Trustee of West Bengal.

AND WHEREAS it was further directed by the said Commissioner of partition in his said Report that Lot "B" Premises No. 36, Panditiya Road, P.S Lake, Kokata-700029 will belong to the members of the Mullick family being heirs of Shib Chandra Mullick and/or Hrishikesh Mullick.

AND WHEREAS around 1940 the Predecessor -in-interest of "Hirakumar Manmohan, Ramchandra Manmohan, Mahendra Manmohan", the confirming parties mentioned hereinabove, Manmohan Liladhar also known as Manmohan Laladhar Shah and one Rahul Chandra Chatterjee also known as R.C.Chatterjee both since deceased took the tenancy and were in possession and occupation in respect of entire Premises No.36, Panditiya Road, Kolkata-700029 from the then receiver of the Property Mt. H.N Sanyal, since deceased, appointed by the Hon'ble High Court at Calcutta in suit No. 2112 of 1932 and 748 of 1934 at a monthly rental of Rs. 400/- (Rupees Four Hundred) only payable according to English Month.

AND WHEREAS on the basis of the aforesaid the Municipal authority recorded the name of the occupier of the said Premises as messrs Manmohan Laladhar and R.C Chatterjee and the same is still in the record of Calcutta Municipal Corporation.

AND WHEREAS while searching the old records it has recently been traced out that one of the aforesaid co-tenants namely R.C.Chaterjee took a loan from the other Co-tenant Manmohan Liladhar and being unable to pay the said loan the said R.C. Chatterjee relinquished all his rights, title and interest over the said tenanted Premises in favour of Manmohan Liladhar by a letter dated 7th day of May, 1945.

AND WHEREAS the said Manmohan Liladhar since thereafter became the sole tenant in respect of the whole on the said premises No. 36, Panditiya Road, Kolkata-700029.

AND WHEREAS the said premises No. 36, Panditiya Road, Kolkata was partitioned as per report of Mr. H.N. Sanyal, the Commissioner of Partition appointed by the Hon'ble High Court in Suit No. 2112 of 1932 and 748 of 1934 into two lots being Lot "A" and Lot "B" and the Lot "A" remained under the control and administration of the Official Trustee of West Bengal.

AND WHEREAS after the Partition was effected as aforesaid Manmohan Liladhar became the sole tenant in respect of both Lot "A" as well as Lot "B" of 36, Panditiya Road, Kolkata-700 029 at a monthly rent of Rs.308/- (Rupees Three Hundred and Eight) only for each of the Lot.

AND WHEREAS after the death of Manmohan Liladhar the above mentioned three legatees have been in possession, control and occupation of Lot "A" of the above referred Premises as Joint Tenants and have been paying the rent to the Official Trustee of West Bengal at a monthly rate of Rs.308/- (Rupees Three Hundred and Eight) only, against the rent receipts granted by the Official Trustees of West Bengal in the name of Messrs Manmohan Liladhar and R.C. Chowdhury, instead of Messrs Manmohan Liladhar and R. C. Chatterjee" although R.C. Chatterjee, since deceased, had relinquished his rights of tenancy in 1945 in favour of Manmohan Liladhar as aforesaid.

AND WHEREAS it had also transpired that while issuing the rent receipts in respect of Lot "A" by the Official Trustee of West Bengal the name of the said K.C. Chatterjee had been written as R. C. Chowdhury although there was no such person as R. C. Chowdhury within the above referred tenanted premises at any point of time and that the recording of the name R. C. Chowdhury in place of R. C. Chatterjee was definitely due to inadvertence.

AND WHEREAS the said R. C. Chatterjee died in 1952 and since then where about of his heirs or legal representatives were not fable and as much as he had surrendered his right of tenancy in favour of the said

Manmohan Liladhar as stated hereinabove, the later became the sole tenant in respect of the whole of Premises as aforesaid.

AND WHEREAS the aforementioned heirs of Manmohan Liladhar since deceased, the Joint Tenants hereinabove, by a letter dated the 24th day of September, 1993 addressed to the Official Trustee of West Bengal expressed their desire for changing of the names on the rent receipt from "Manmohan Liladhar & R. C. Chowdhury" to Hirakaur Manmohan, Ram Chandra Manmohan and Mahendra Manmohan" so as to avoid any future confusion and thereby enabling them to continue with the more than half century old tenancy.

AND WHEREAS the Official Trustee of West Bengal effected such change of the names of the rent receipt in respect of the said tenancy and issued the rent receipts in the name of "Hirakuar Manmohan, Ram Chandra Manmohan and Mahendra Manmohan" with effect from the 1st day of February, 1996.

AND WHEREAS during the continuation of the aforesaid tenancy of said Hirakuar Manmohan, Ram Chandra Manmohan and Mahendra Manmohan on being approached the Official Trustee, executed a

registered Deed of Lease in respect of the said proeprty in favour fo the Assignor Lessee herein for a period of 21 year with an option for renewal and the said Lease Deed was registered before the Additional Registrar of Assurance at Kolkata in Book No. I, Being Deed No. 3278 for the eyar 1996.

AND WHEREAS M/s. Emelex Private Limited the aforesaid assignor Lessee by a letter dated the 17th day of May, 1996 addressed to the Official Trustee of West Bengal expressed their desire to take lease of Lot "A" of Premises No. 36, Panditiya Road, P. S. Lake, Kolkata-700 029 for a period of 21 years with option for further renewal to be decided by the parties of the rent of Rs.3,000/- (Rupees Three Thousand) only, along with the existing joint tenants and occupiers and with the right to, at the cost of the Lessee, demolish the existing structures and construct new structure(s) and effect addition and/or construct new structure(s) as would be permitted by the Kolkata Municipal Authorities and subject to the compliance of the necessary Rules and Regulations of the said Corporation and object to the plan being sanction by the said authorities at the cost and expenses of the Lessee.

AND WHEREAS the Receiving and Spending Trustee of the income of the Rup Chand Dhur Trust Fund at regular intervals prayed to the Official Trustee for enhancement of their quota of fund for

performance of the rites, ceremonies and yearly acts under the said Rup Chand Dhur Trust in accordance with the scheme framed as directed by an order dated the 12th March, 1969 passed by the Hon'ble High Court at Calcutta in Suit No. 548 of 1934.

AND WHEREAS it is considered essential that the income of the Rup Chand Dhar Trust Fund be enhanced to an appreciable extent to cope with the increasing demands of the said Receiving and Spending Trustees to meet extreme high-rise of expenses as also to avoid the possible scarcity of funds in the said trust for payment to the Receiving and Spending Trustees in future.

AND WHEREAS the Official Trustee of West Bengal as the Custodian Trustee confirmed that there was no bar to him being the Trustee of the Rup Chand Dhur Trust in granting lease of the said premises.

AND WHEREAS the Official Trustee of West Bengal was satisfied that the rent offered and other terms and conditions agreed by M/s. Emeles Private Limited, the abovementioned assignor Lessee, being beneficial to the Rup Chand Dhur Trust and accordingly a decision was taken to the effect that the property be leased out to the said Lessee.

AND WHEREAS by and under an Indenture of Lease dated the 1st July, 1996 between the Official Trustee and the said M/s. Emeles Private Limited, the said Assignor Lessee was granted lease of the demised premises together with all right of easement and appurtenants belonging thereto or thereto free from all encumbrances, charges, demands, lispendens or attachments whatsoever to hold the demised premises for a term of 21 years commencing from 1st day of July, 1996 with an option for further renewal for another 21 years subject to the terms and conditions and covenant therein mentioned yielding and paying unto the Lessor during the said term a monthly rent of Rs.3,000/- (Rupees Three Thousand) only from 1st day of July, 1996 and thereafter of Rs.5,000/- (Rupees Five Thousand) only on completion of new construction and for a term of next 10 years thereafter with the covenant to increase such rent @ 10% per month at every 10 years thereafter on the existing rent until the determination of the said lease.

AND WHEREAS the said M/s. Emeles Private Limited desired to assign all leasehold interest under the said lease to the Lessee and discussed the same with the lessee whereupon it was found by the said Assignor Lessee M/s. Emeles Private Limited that the said lease for 21 years with option for another 21 years in respect of the demised premises

was not commercially or economically viable and that the Assignor Lessee under the circumstances found it difficult and impossible to develop the concerned properties and discussed the Problems with (1) **Analytical Management Consultants (P) Ltd.** The Lessee herein and agreed to nominate the Lessee in place and stead of M/s. Emeles Private Limited, the Assignor herein of all rights and liabilities of the said lease dated the 1st July, 1996 and to get the lease for 99 years with effect from the 1st July, 1996 in favour of the Lessee the Assignor agreed to and assigned all the rights of the assignor in the said lease in favour of the Lessee and the Lessee agreed to develop the said property of at its own costs and expenses and to enjoy the said property under the lease of 99 years with effect from 1st day of July, 1996.

AND WHEREAS the Party of the Second Part i.e. the Lessee has paid all costs, expenses and dues of the assignor M/s. Emeles Private Limited

AND WHEREAS the assignor Lessee accordingly on behalf of (1) **Analytical Management Consultants (P) Ltd.** the Lessee hereof offered to the Receiving and Spending Trustee and/or the beneficiaries of the said trust to pay the enhance rent of Rs.10,000/- (Rupees Ten Thousand) only p.m. provided the said lease is granted for a period of 99 years commencing from 1st April, 2996 with enhancement of ent at the rate of 10% every 10 years in favour of the Lessee.

AND WHEREAS Shibu Kumar Mallick being the said Receiving and Spending Trustee and the confirming party herein, Sri Shibu Kumar Mullick accordingly filed an application under Sections 25 and 26 of the Official Trustee Act, 1913 praying inter alia, for a order for execution and registration of the lease in favour of the nominee or nominees of M/s. Emeles Private Limited, for a period of 99 years commencing from 1st July, 1996 and/or by extending the period of the lease dated 1st July, 1996 by the Official Trustee in favour of the assignor and/or its nominee the Lessee herein and a direction for making the receiving trustee Sri Shibu Kumar Mullick as the confirming party to such lease, to which the said Dilip Kumar Mullick the other Receiving and Spending Trust also consented by filing an affidavit in the said proceeding affirmed in July, 2001.

AND WHEREAS on the said application, the Hon'ble High Court at Calcutta on 19th November, 2001 was pleased to pass an order in terms of Prayer (a), (b) and (c) of the Notice of Motion of the said application filed in May, 2001 i.e. (a) directing the Official Trustee of West Bengal to extend the period of the concerned lease dated the 1st July, 1996 in favour of M/s. Emeles Private Limited or its nominee until the period of 99 years is covered from the date of existing lease dated 1st July, 1996 and (b) further directing the Official Trustee, West Bengal to execute necessary

documents extending the lease in favour of the assignor lessee or its nominee within a fortnight from the period to the said order and also further directing the Official Trustee, West Bengal to make the receiving Trustee namely Sri Shibu Kumar Mullick, the confirming party to the extension of the lease, which order remain valid and binding on the respective parties.

AND WHEREAS the Official Trustee having failed to execute and register such lease in terms of the order dated the 19th November, 2001 the Receiving Trustee brought the matter to the notice of the Hon'ble High Court at Calcutta by filing an application in Court in May 2002 (G.A. No. 2415 of 2001, C. S. No. 548 of 1934 Sibhu Kumar Mullick -Vs- the Official Trustee of West Bengal and M/s. Emeles Private Proforma Respondent.

AND WHEREAS in course of such Proceedings this Hon'ble High Court was pleased to appoint a Valuer and Surveyor and the said valuer and surveyor by his report dated the 23rd July, 2003 filed in the Hon'ble Court found that the value of the said land being the subject matter of the lease would be Rs.35,31,000/- (Rupees Thirty Five Lacs Thirty One Thousand) only and that the rent of Rs.14,000/- (Rupees Fourteen Thousand) only per month of the said property would be reasonable.

AND WHEREAS by an order, the 29th August, 2003 in the aforesaid application filed in May, 2002 of the Receiving and Spending Trustee, the Court passed an order which as not workable or beneficial to the assignor or the Receiving & Spending Trustee and against which order the assignor, M/s. Emcles Private Limited i.e. the then existing Lessee preferred an appeal being APOT No. 570 of 2003 (M/s. Emcles Private Limited -Vs.- S. K. Chowdhury & others).

AND WHEREAS by an order dated 29th September, 2003 the Hon'ble Appeal Court was pleased to stay the operation of the said order dated 29th August, 2003 and allowed M/s. Emeles Private Limited to prefer and proceed with the appeal subject to deposit of Rs.5,00,000/- (Rupees Five Lacs) only with the Registrar, original side and allowing the Assignor Lessee to proceed with the sanctioned plan for the building and also to commence building activities, which deposit was made accordingly out of the funds provided by the Lessee being nominee of M/s. Emeles Private Limited in addition to the sum of Rs.10,00,000/- (Rupees Ten Lacs) only deposited with the custodian Trustee also out of the funds provided by the Lessee being the nominee of M/s. Emeles Private Limited.

AND WHEREAS the said application and the appeal were finally disposed of by the Hon'ble Appeal Court by an order dated 6th January, 2004 read with an order dated 15th January, 2004 recording inter alia, that the appeal Court was pleased to allow the assignor to prefer the appeal and challenge the order appealed against and that better terms were offered for 99 years lease which was beneficial to the appellant as also to the trust and that the beneficiaries to the trust have no objection for such lease of 99 years according to the terms agreed by and between M/s. Emeles Private Limited, and the Receiving and Spending Trustee Sri Sibhu Kumar Mullick and that the official Trustee being an officer of Court, the order of Court is binding on him and that taking into account the interest of the properties and the benefit of the Trust, the Appeal Court was pleased to pass order recording that the deposit of premium of Rs.15,00,000/- (Rupees Fifteen lacs) only as premium was sufficient premium for consideration for grant of lease for the period of 99 years and the rent @ Rs.14,000/- (Rupees Fourteen Thousand) only per month with the escalation clause of rise of rent @ 10% every 10 years was beneficial and proper and that the said rent of Rs.14,000/- (Rupees Fourteen Thousand) only per month would be effective from the 1st February, 2004 within which time the Official Trustee, West Bengal shall execute the Deed of Lease in favour of M/s. Emeles Private Limited and/or its nominee i.e.

the party of the Second Part and that the said lease would be deemed to have commenced from 1st July, 1996 and that the escalation of rent would be effective from 1st July, 2006 and that with the expiry of the said terms and lease of 99 years, the structure that might be constructed by M/s. Emeles Private Limited and/or its nominee shall revert to the Trust and the Lessee shall have no right title or interest in the said structure except by future agreement (if there would be any) between the trust and the Lessee and/or its nominee subject to further approval by Court as the case may be upon such terms and conditions as may be found to be the just and proper and that the sum of Rs.10,00,000/- (Rupees Ten lacs) only already deposited with the Official Trustee pursuant to order of Court as also the sum of Rs.5,00,000/- (Rupees Five Lacs) only lying deposited with the Registrar, Original Side, which will be transmitted to the official Trustee within one month from the date of communication of the said order being the total Premium of Rs.15,00,000/- (Rupees Fifteen Lacs) only would be held by the Official Trustee who will invest the same for and on account of the Trust and the income etc. thereof would be spent for the purpose of the Trust.

AND WHEREAS the Receiving and Spending Trustees as also M/s. Emeles Private Limited for and on behalf of the nominee M/s. (1) **Analytical Management Consultants (P) Ltd.** already agreed and also

now agree by incorporating the terms contained in the order dated 6th January, read with the order dated 15th January, 2004 passed by the Hon'ble Appellate Court as contained therein lease will be executed for a terms of 99 years with effect 1st July, 1996 by the Official Trustee in terms of the said orders.

AND WHEREAS having made default of executing the Deed of Lease by the Official Trustee of West Bengal as Lessor the Registrar, Original Side, High Court, Calcutta, executing this Deed of Lease in the name of Official Trustee in terms of orders dated 6th January, 2004, as corrected by the order dated 15th January, 2004, and 4th February, 2004, passed by the Hon'ble Justice Dilip Kumar Seth and the Hon'ble Rajendra Nath Sinha.

NOW THIS INDENTURE WITNESSETH that in considratioin of the namely rent hereby reserved and of the covenants, conditions and agreements hereinafter contained and/or on the part of the Lessee to be paid observed and performed the Lessor doth hereby grant lease and demise unto the Lessee ALL THAT brick built messuage tenaments hereditaments, premises buildings, structures, constructions and erections together with the parts and parcel of the land or ground structures belonging thereon or parts thereof the same are erected

and built and situate lying at being Premises No. ³⁶~~46~~, Panditya Road, P. S. Lake, Kolkata -700 029 Lot "A" (also referred to as 36A, Panditya Road, Kolkata-700 029 as recorded with Kolkata Municipal Corporation measuring about Four Bighas One Cottah and Six Square feet more or less which property is more fully described in the Schedule hereunder referred to as 'the demised Premises 'TOGETHER WITH' all rights or easement and appurtenant belonging there unto free from all encumbrances, charges, demands, liens, lispendens, attachments, whatsoever **TOGETHER WITH** right to realize rents and/or to deal with the existing tenants. Through the Official Trustee of West Bengal, the Lessor and Occupiers at present in occupation of the demised premises **TO HOLD** the demised premises for a terms of 99 years commencing from 1st day of July, 1996 subject to the terms and conditions and covenants herein mentioned yielding and paying unto the Lessor during the said terms monthly rent to be paid as follows :-

- (a) Rs.3,000/- (Rupees Three Thousand) only from the 1st day of July, 1996, till 31st January, 2004 ;
- (b) Rs.14,000/- (Rupees Fourteen Thousand) only on and from 1st February, 2004 till 30th June, 2006 ;

(c) The rent will be increased at the rate of 10% (Ten percent) per month on and from 1st July, 2006 and at every ten years thereafter on the existing rent, until the determination of the lease ;

(d) It is recorded that the Lessee and/or its nominee being the Lessee, has paid a total sum of Rs.15,00,000/- (Rupees Fifteen Lacs) out of which a sum of Rs.5,00,000/- (Rupees Five Lacs) only in favour of the Registrar, Original Side, Hon'ble High Court, Calcutta and Rs.10,00,000/- (Rupees Ten Lacs) directly to the aforesaid Lessor which the Lessor will be entitled to hold in the manner as specified in the order passed by the Hon'ble High Court at Calcutta dated 6th January, 2004 and 1st January, 2004.

II. THE LESSEE DOETH HEREBY COVENANT AND AGREE WITH THE LESSOR IN THE FOLLOWING MANNER :-

1. The Lease shall commence on and from the 1st day of July, 1996 and shall be for a period of 99 years subject to terms and conditions and covenants herein mentioned.

2. The rent is to be paid monthly as follows :-

- (a) Rs.3,000/- (Rupees Three Thousand) only from the 1st day of July, 1996 till 31st January, 2004 ;
- (b) Rs.14,000/- (Rupees Fourteen thousand) only on and from 1st February, 2004 till 30th June, 2004. 6
- (c) The rent will be increased at the rate of 10% per month on and from 1st July, 2006 and at every ten years thereafter on the existing rent, until the expiration and/or determination of the lease.

3. The Lessee shall pay rent every month on or before the expiry of the 10th day of month following the month for which the rent becomes due and payable.

4. The Lessee shall pay, till the determination of the Lease in addition to the said monthly rent mentioned above, the entire Municipal rates and taxes both owners and occupiers' shares and other outgoing and impositions as may be found payable or that may become payable in future under the Rules of the Kolkata Municipal Corporation or otherwise in respect of demised premises and shall produce the relevant bill for inspection by the Lessor as and when requested to do so. The Corporation Tax is at present Rs. 1,000/- (Rupees One thousand) only per year.

5. The Lessee shall pay the electric charges, water tax and other taxes and/or charges which are exclusively used by the Lessee till the determination of the lease.

6. The Lessee at its own costs and expenses during the period of this demise properly maintain and keep the demised premises in good and tenantable condition and the Lessor shall not be called upon to make any repairs to the demised premises or any portion thereof during the terms of those prevents or any extension hereof.

7. The Lessee shall be at liberty to demolish the existing structure(s) at the demised premises at their own costs and expenses and such demolished materials will be the property of the Lessee. The Lessee shall also be entitled at their own costs and expenses to erect new structure(s) or re-built or carry out any work of additions and alterations to existing structure(s) or new structure(s) at the demised premises or the portion thereof of which the Lessee shall get actual possession with materials of goods and substantial quality in accordance with the building rules and regulations framed by the

Kolkata Municipal Corporation from time to time and for such purpose the Lessee shall at their costs get the necessary sanction of the Kolkata Municipal Corporation for such proposed erection of new structure(s) from time to time and the works of additions, alterations or repairs to existing structure(s) or new structure(s) on demised premises, as and when require, the Lessee shall be entitled to proceed with construction of new building or buildings or structure after registration of the lease and obtains sanction plan from the Kolkata Municipal Corporation and the Lessor shall allow the Lessee all facilities required for such constructions and failing to do so the lease rent will abate @ Rs. 100/- per day for such period as the lessee will fail to avail such facilities if require, the Lessee shall also be entitled to get possession of the remaining portion of land and premises of the demised premises from the trespassers or unauthorized occupants by taking legal steps in accordance with law in its own name without adding the Lessors or owners in its own name as if the Lessee is the owner and/or lessor ^{sole} ~~form~~ such purpose only as and when the Lessee shall deem fit and proper and all such legal action that may be taken is hereby authorized by the Lessors and the confirming parties, and the Lessor hereby nominate,

constitute and appoint the Lessee irrevocably as the Lessor's Attorney for the purposes aforesaid.

8. The Lessee will be entitled to receive rents, issues and profits including the rents from the existing tenants ~~as specified in the 2nd Schedule~~ hereunder written and also to deal with them as their landlord and also to accept surrender of such tenancies in favour of the Lessee herein. The Lessee will for all practical purposes be recognized as a principle Landlord of the existing tenant and other occupants therein from the date of commencement of this Lease.

9. The lessee shall be entitled to use the existing structure and the said property with the full right of demolition of the existing structure and to make new construction therein of any building or buildings after obtaining sanction plan from the K.M.C and also to sub-lease the said building and/or respective flats/units/car parking space etc. thereof to any Sub-lessee or Sub-lessees on such terms and conditions and on such premium as the Lessee may think fit and proper during the continuation of the aforesaid period of lease

subject to, however, the liability of the Lessee for payment of the monthly rent as mentioned herein to the Lessor. It is, however, made clear that for the purpose of construction of any new building or buildings and also for granting sub-lease of the respective flats, office space, show room, shop, car parking space etc. to any person or persons, no further consent or permission from the Lessor will be required. That on the expiry of the aforesaid period of lease the Sub-lessee(s) in possession thereof, however, shall become direct tenant under the Lessor.

10. The demised premises shall be used by the Lessee for residential and/or commercial and/or office purpose and also for show rooms, shops, hospitals, clinics or educations or otherwise and not under any circumstances be used for any illegal or immoral purposes.

11. To keep and maintain at its own costs and expenses the said structure(s) and/or buildings which may be constructed on the demised premises and the electrical and other installations therein in good tenantable repair and condition subject to normal and reasonable wear and tear and damage by fire or other irresistible

force not caused by any act or omission on the part of the Lessee and to deliver the same to the Lessor upon the expiration of the terms of the lease hereby granted or any renewal thereof by the Lessor or by any order of Court or sooner determination of the said terms in the circumstances hereinafter provided.

12. To permit the Lessor, his servant and agent at all reasonable times and upon reasonable notice to the Lessee to enter into and inspect the demised premises.

III. The Lessor hereby covenant with the lessee as having full power and absolutely authority to grant the lease by and under the orders dated 19th November, 2001 and of the Appeal Court dated 6th January, 2004 read with the order dated 15th January, 2004 as mentioned hereinbefore. The said orders are as part of this lease.

a) The Lessee duly and faithfully on serving, fulfilling and performing the terms conditions and covenants herein and paying the rent hereby reserved on the part of the Lessee, the

Lessee shall enjoy the demised premises for the said period or any extension thereof, of the demised premises without any eviction, interruption or disturbance by the Lessor or his employee or any person claiming under or in trust for the Lessor.

- b) That if at any time any default of payment of the rent reserved hereby, by the Lessee is made for four consecutive months then it shall be lawful for the Lessor to take steps for ejection of the Lessee from the land and premises hereby demised and from the building or buildings and structures that may be erected thereon and to take possession thereof on as is otherwise condition as would be permissible under the law provided that a notice in writing shall be given by the Lessor to the Lessee of his intention to evict and to take possession of the same and if the arrears of rent is paid within one month from service of such notice, the Lessor shall not be entitled to evict or take possession of the demised land or building. And further that if there shall be any other breaches or non-observance or non-performance of the covenants

herein contained and on the part of the Lessee to be observed and performed then the Lessor shall called upon Lessee by giving notice in writing to be sent by registered post with acknowledgement due, to rectify the default and breaches on the part of the Lessee and in the event of the Lessee failing to comply with request within a reasonable period the and in such event the Lessor shall have the right to reactor and repossesses the demised premises or any portion thereof without prejudice to his right to claim from the Lessee any damage suffered by the Lessor on the ground of such breach of non-performance or non-observance.

- c) The Lessee shall be entitled to prepare plan for new construction of any building or buildings and/or addition of the existing structures including electrical, water, gas, telephone, drainage, sewerage connections before all the departments of KMC and/or other Government, semi government Institution/Departments and shall be entitled to sign and execute such other document or documents, paper,

indemnities, affidavits and for registration of the same before the Appropriate Registering Authority for better utilization of the area in the proposed building or buildings or any other document or documents, as may be found necessary by the KMC including widening of the existing road and/or to do and execute such other document or documents as may be found necessary in connection with construction of the proposed building or buildings therein and also to appear and represent the Lessor for all practical purposes in connection with such construction of the proposed building at the aforesaid premises and also to represent the Lessor before the respective statutory Authority or Authorities and for which the Lessor doth hereby nominate, constitute and appoint the Lessee and/or its nominee irrevocable as the Lessor's Constituted Attorney for the purpose aforesaid.

- d) The Lessor agrees to attorn and hereby attorns the tenancy of "Hirakaur Manmohan, Ram Chandra Manmohan and Mahendra Manmohan" who in turn, agree and hereby attorn

the tenancy of their respective tenants "Suresh Chandra Vasa" and "Jagdish Chandra M. Vasa" in favour of M/s. Analytical Management Consultants Pvt. Limited, the Lessee herein i.e the nominee of M/s. Emeles Pvt. Limited. Further the Lessor and the said Lessee undertakes to issue letter of Attornment of the abovenamed Joint tenants and their abovenamed respective tenants and to do all acts, deeds and things necessary to effect the entitlement to rent etc. in favour of the Lessee herein i.e M/s. Analytical Management Consultants Pvt. Ltd. The Lessor and the said Lessee agrees to do all the above acts within 30 days of commencement of the Lease. In case the Lessor has attorned and has done the same the assignor i.e Emeles Pvt. Limited shall further attorn the same in favour of the Lessee.

- e) That on the expiry of the period of Lease hereby created or sooner determination thereof due to nonfulfillment of any of the obligations by the Lessee herein, all the sub-lessees under the said Lessee shall become direct tenant of the Lessor at the existing rent which will be increased @ 10% per month on the expiry of every 10 years.

- f) The Lessee and/or its nominee shall be beneficially entitled to all premium, rent, issues and profits from the future sub-lessee and/or sub-tenants of the demised premises during the subsistence of this lease.
- g) The Lessee shall do and execute or cause to be done or execute all such acts, deeds, matters and things as may be lawfully required by the Lessee for recovery of possession of the existing tenants, occupiers at the aforesaid premises and/or to get their aforesaid tenancy surrender in favour of the aforesaid Lessee and also to take possession thereof on such surrender. It is made clear that for the purpose as mentioned above for all practical purposes the Lessor doth hereby nominate, constitute, appoint the Lessee or its nominee irrevocably as the Lessor's Attorney.
- h) The structures and/or building or buildings that may be constructed on the demised premises shall revert to the Trust on the expiry of the terms hereby granted without any right,

title or interest on the said structure and/or building or buildings except by future agreement between the trust and the Lessee and/or its nominee or subject to further approval by court as the case may be upon such terms and conditions as may be found to be just and proper.

- i) The Lessor will give one month prior notice to the Lessee before making such application to the Hon'ble High Court in case the Lessee and/or its nominee wants further extension of the Lease.

IV. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND RECORDED THAT :

- A) Notwithstanding anything to the contrary else where herein contained in the event of acquisition/requisition of the demised premises or any portion thereof or any construction and/or building and/or constructions hereon or mypart thereof under any Act for the time being in force then and in such event the entire amount of compensation money shall be

separately apportioned between the land comprised in the demised premises and the constructions and erections comprised therein taking into consideration of the term of the lease. The compensation attributable to the existing structures whatsoever erected and/or to be erected on the demised premises by the Lessee shall exclusively belong to the Lessee while the compensation attributable to the land comprised in the demised premises shall exclusively belong to the Lessor. It is agreed that the compensation for loss of business and profits shall entirely belong to the Lessee and the Lessor shall have no claim whatsoever thereto. The rent paid by the Lessee for the demised premises will be proportionately reduced as per the portion of the demised premises being acquisitioned/requisitioned.

- B) Upon the expiration of the terms hereby reserved or the renewal thereof or on sooner determination thereof as hereinafter provided the demised premises together with all structure(s) erections and constructions thereon, including those portions of the demised premises which are in

occupation of the tenants Lessee etc. which shall belong to and shall vest in the Lessor (including entitlement to all rents payable by tenants, sub-lessees) PROVIDED ALWAYS on the expiry of the term hereby created or on sooner determination thereof the Lessee shall be entitled to remove all the fittings and other things belonging to the Lessee from the demised premises.

- C) M/s. Emeles Pvt. Limited has endorsed the Lease dated the 1st July, 1996 in favour of M/s. Analytical Management Consultants Pvt. Limited the lessee herein clearly acknowledging that they have assigned all their rights under the said lease in favour of the Lessees herein and would not claim any further right demised land and also confirmed the above herein.
- D) That in respect of the demised premises the parties shall respectively have all the rights and subject to the provisions of the Transfer of Property Act 1882 with all amendments thereto except in so far as they have been excluded by or modified by any of the provisions contained herein.

SCHEDULE OF THE PROPERTY REFERRED TO ABOVE.

ALL THAT messuages structure(s) sheds premises and compound appurtenant thereto measuring an area of more or less four Bighas One Cottachs and Six Sq. ft. situate lying and being the Municipal Premises No. 36, Panditya Road, Lot "A", Police Station Lake, Kolkata 700 029 (also referred to as 36A, Panditiya Road, Kolkata 700 029 in the records of Kolkata Municipal Corporation) Sub-Registry Alipore in the District of 24 Parganas and butted and bounded :

ON THE NORTH By a ditch beyond, which is, premises Nos. 37 and 37/1, Panditiya Road.

ON THE SOUTH Partly by Lot "B" of these premises and partly by common passage 20 ft. wide between Lot "A" and Lot "B".

ON THE EAST Panditiya Road.

ON THE WEST Partly by a ditch beyond which is Premises No. 37 and 37/1, panditiya Road and partly by Lot "B".

OR HOWSOEVER OTHERWISE the said messuage structure(s) hereditaments and premises or any part thereof, at any time heretofore were or was and now is butted and bounded known numbered called situate and distinguished.

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the Registrar, original side, High Court, Calcutta in the presence of: *Trustee of West Bengal as devisor in terms of order dated 6 in January 2004, 15 January 2004, and 4 in February 2004 by passed by the Hon'ble Justice Dilip Kumar Sengupta and the Hon'ble Justice Rajendra Nath Sinha.*



Atke Kumar
Registrar
High Court, Original Side
Calcutta

LESSOR

SIGNED SEALED AND DELIVERED

at Kolkata in the presence of: *Sannir Kr. Charambarhi Advocate*

Analytical Management Consultant (P) Ltd.
(Signature)
(CUNEK KUMAR KATHOTIA)
Director.

LESSEE

SIGNED SEALED AND DELIVERED

at Kolkata in the presence of:

Sannir Kr. Charambarhi Advocate

FOR & ON BEH OF OP
EMELES PRIVATE LTD.

Ranajit Kumar
Director.

ASSIGNOR LESSEE

SIGNED SEALED AND DELIVERED

at Kolkata in the presence of:

Sannir Kr. Charambarhi Advocate

Shrihar Kumar Mukherjee (Trustee)

Dilip Kumar Mukherjee (Trustee)

CONFIRMING PARTIES

MEMO OF CONSIDERATION.

Paid to the Official Trustee (Lessor)
(Rupees Ten Lacs) only vide Cheque
No. 232627 dated 26.6.2003 drawn on
Citi Bank, subsequently the said
Banker's Cheque was revalidated on
13.2.2004 being No. 252486 on Citi Bank
in favour of Official Trustee.

Rs.10,00,000/-

Deposited with Registrar (Original Side)
(Rupees Five Lacs) only vide Cheque
No. 235471 dated 8th October, 2003
drawn on Citi Bank to be transmitted to
Official Trustee.

Rs. 5,00,000/-

Rs. 15,00,000/-
=====

(Rupees Fifteen lacs) only.

The above terms and conditions incorporating the modifications
directed by the Hon'ble High Court at Calcutta by the order dated 6th
January, 2004 are agreed to by and between the Receiving and
Spending Trustees as also by the existing Lessee and its nominees.

Shibu Kumar Mullick (Truster)

(SHIBU KUMAR MULLICK)

Dilip Kumar Mullick

(DILIP KUMAR MULLICK)

Ramesh Chandra Mehta

(EMELES PVT. LIMITED)

Vivek Kathotia
(VIVEK KATHOTIA)

(VIVEK KATHOTIA)

SPECIMEN FOR TVN FINGERPRINTS

Sl. No.	Signature of the executants/ Presentants					
	Khalid Wali Wani					
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
	y c (NINE KUM KATKORIN)					
		Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little
	Rameshwar Narasimhan					
		Little	Ring	Middle (Left Hand)	Fore (Left Hand)	Thumb
		Thumb	Fore	Middle (Right Hand)	Ring (Right Hand)	Little

DATED THIS DAY OF 2004

Page No. 2-53
Date 02/12/2004

DEED OF LEASE

BETWEEN

THE OFFICIAL TRUSTEE OF WEST BENGAL

THE LESSOR

AND

ANALYTICAL MANAGEMENT CONSULTANTS
(P) LTD.

.. THE LESSEE

AND

M/S. EMELES PRIVATE LIMITED

.. THE ASSIGNOR LESSEE

AND

SRI SIBU KUMAR MALLICK & OTHERS

.. CONFIRMING PARTIES

PREMISES NO. 36A, PANDITIYA ROAD,
KOLKATA

PREMISES NO. 36A, PANDITIYA ROAD,
KOLKATA

MR. SAMIR KUMAR CHAKRABARTI,
Advocate
9, Old Post Office Street,
(1st Floor), Kolkata-700 001.



Registrar of Assurances, Kolkata
5/4/04



Registrar of Assurances, Kolkata

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