

DEED OF RECTIFICATION OF MUTUAL MISTAKES IN THE PRINCIPAL LEASE DEED DATED DECEMBER 21, 2000

RECTIFICATION MUTUAL MISTAKES IN THE PRINCIPAL LEASE DECEMBER 21, 2000 is made on this day of May, Two Thousand and Ten of the Christian era BY THE TRUST

For JAMES GLENDYE & CO. POLLTD.

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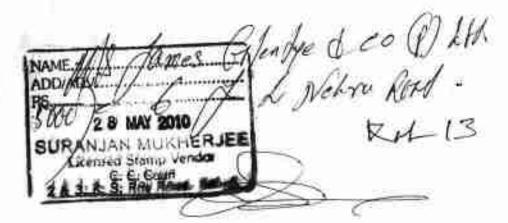
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ESTATE MUTTY LALL SEAL represented by (1) SRI MOHIT LALL SEAL; (2) SRI MANOJ LALL SEAL; (3) SRI ASHIM MULLICK; (4) SRI DIBYENDU LALL SEAL; (5) SRI JYOTI LAL SEAL; (6) SRI SANAT MULLICK; (7) SRI TAPAN KUMAR MULLICK; (8) SRI KISHORE LAL SEAL AND (9) SRI BARUN LAL SEAL all TRUSTEES (under the provisions of the Deed of Trust dated August 13, 1947) to the TRUST MUTTY LALL SEAL, for short, "the said Trust" and having their office at 127, Chittaranjan Avenue, Police Station-Jorasanko, Kolkata -700 073, for short, "THE LESSOR', (which term or expression unless excluded by or repugnant to the subject or context shall mean and include their and each of their successors in office, beneficiaries and administrators) of the ONE PART AND M/S. JAMES GLENDYE & COMPANY PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at 6, Jawaharlal Nehru Road, Police Station-New, Market, Kolkata-700 013, for short, "THE LESSEE' (which term or expression unless excluded by or repugnant to the subject or context . shall mean and include its successors, successors-in-office, agents, nominees, administrators and assigns) of the OTHER PART.

WHEREAS:

A. While absolutely seized and possessed of or otherwise well and sufficiently entitled to several valuable movable and which improvable properties in Kolkata and elsewhere acquired by him and enjoying the same by installing the family Deity and carrying on several social and charitable works, divesting his

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interest in the said properties for the welfare of the members of his family as well as Public in general, by a Deed of Settlement dated 21st February, 1848, registered with the Registrar of Assurances, Calcutta, for short, "the said 1848 Trust Deed", during his life time, Mutty Lall Seal, the eminent rich inhabitant of the City of Calcutta and a business tycoon of the period he lived, since deceased, created a Trust for 99 years under the nomenclature of 'MUTTY LALL SEAL TRUST ESTATE'.

Inasmuch as with the expiry of the said Trust by efflux of time the properties held in trust under the said 1848 Trust Deed were to devolve on the heirs and heiresses of the Settlor abovenamed absolutely and free from all encumbrances, paying off the value of the respective shares of the intending heirs and heiresses of the said Settlor and divested of their respective right, title and interest in respect of the said trust estate by executing another Deed of Trust dated August 13, 1947 in Bengali language and character, registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 95, Pages 115 to 148, Being No. 3116 for the year 1947 all the remaining twenty eight eligible heirs and heiresses of the said Mutty Lall Seal, created another Trust for a further period of 99 years under the nomenclature of 'MUTTY LALL SEAL TRUST ESTATE', for short, 'the said 1947 Trust', thereby constituting ten of the said twenty-eight settlors thereof as the Trustees thereto.

C. Describing the properties dedicated to the said Trust in the Schedules and stipulating the mode of selection of the

For JAMES GLENDYE & CO. PVT. LTD.

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Trustees and the rule for the management of the affairs of the movable and immovable properties held in Trust in the said 1947 Trust Deed, in one of the operative portions thereof, the Settlors named therein specifically stipulated that the Trustees either unanimously or by a majority are entitled to settle any immovable property of the Trust by taking appropriate salami and that no objection would be entertained in respect of such action.

- It has also been specifically stipulated in the said 1947 Trust Deed that except the initial 5 years, the Trustees who would always be ten in number, shall from time to time be elected as per the terms and tenor of the said 1947 Trust Deed and shall conduct the Deb Seba and other charitable works commenced by the said Late Mutty Lall Seal during his life time and defray all expenditures therefor from the income of the said Mutty Lall Seal Trust Estate.
- E. The Trustees to the said estate have been holding in trust inter alia the substantially occupied old masonry buildings and other structures, namely, (i) a partly five storied, partly four storied and partly three storied building, (ii) a partly four storied and partly three storied building, (iii) another partly three storied, partly two storied and partly one storied building, (iv) another partly three storied and partly two storied building, (v) another partly three storied and partly two storied and partly one storied building and (vi) one partly two storied and partly one storied building together with all out houses, standing on the piece of land measuring 2 Bighas, 13 Cottahs, 11 Chittacks and 23 square feet, be the same a little

For JAMES GLENDYE & CO. PVT. LTD. Sof Barun fall red

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more or less, at and being premises No. 6, Chowringhee Road, Police Station-Taltala, now known and numbered as premises No. 6, Jawahar Lal Nehru Road, Police Station-New Market, Kolkata-700 013 within the local limits of the Kolkata Municipal Corporation.

- Inasmuch as for quite some time owing to fund crunch F. the repair, maintenance, protection and preservation inter alia of the said old masonry buildings and structures comprised in the said premises No. 6, Jawahar Lal Nehru Road, Police Station-New Market, Kolkata-700 013 were badly suffering and the charitable functions of the Trust were scrawling to the detriment of the interest and purposes of the said Trust, addressing the problems vis-a-vis the paramount interest of the Trust, its welfare activities and the interest of the beneficiaries thereof, with the comprehensible criteria and rational nexus to the object of protection and preservation of the Trust property as also to generate income therefrom for carriage of the objects and functions of the Trust, issuing public notice following the unanimous decision of the Trustees'-in-office offers from intending parties for grant of lease of the said trust property at 6, Jawaharlal Nehru Road, Kolkata-700 013 at the highest available consideration were invited.
- G. Accordingly, albeit the Trust received several offers in response thereto, in the ultimate none but the Lessee having turned up by an Instrument dated December 21, 2000, registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 37, Pages 310 to 339, Being No. 1226 for the

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- H. Being an incident of the said lease as per the tenor of the said instrument therefor subject to prior permission of the Trustees the Lessee acquired right to rebuild and make or cause to be made new construction on the said area of land measuring 2 Bighas, 13 Cottahs, 11 Chittacks and 23 square feet more or less, underlying the said dilapidating and decaying buildings comprised in the said demised premises No. 6, Jawaharlal Nehru Road, Kolkata-700 013, by removing the uninhabitable buildings standing thereon or on portion thereof, to form part of the said demise.
- I. After the execution and registration as above some of the disgruntled beneficiaries of the said Trust, however, having questioned the validity thereof on several indictments in the

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Hon'ble High Court at Calcutta as also in the Learned City Civil Court at Calcutta whereupon being pleased by it's wisdom pending judicial scrutiny the Hon'ble High Court at Calcutta having directed maintenance of status quo, the post registration scrutiny of the said instrument of Lease dated December 21, 2000 surfaced various mutual mistakes therein casting cloud of doubt and ambiguities to the true intent and purpose of the parties behind the said grant.

Albeit to give effect to the true intent of the parties for the J. said grant and for the better protection of the interest of the Trust, its beneficiaries and preservation of its property, such mutual mistakes in the said Instrument of lease dated December 21, 2000 essentially required removal by necessary rectifications modifications and corrections. nevertheless, entangled with the said inter se litigations concerning the said grant at the relevant time the Trustees-inoffice could not sort out the problems by making the essential corrections and/or rectifications of the said mutual mistakes creeping in the said instrument of Lease.

the meantime since been demised albeit the K. substantial portions of the said buildings and structures in the said demised premises occupied and possessed by the Lessee, against regular payment of monthly lease rental therefor, having reached at an irreparable uninhabitable state owing to natural wear and tear dwindling the value of the said trust property, not only pending measures for removal of the nutual mistakes in the said instrument at the end of the Trust but also owing to the pending litigations no substantial

For JAMES GLENDYE & CO. PVT. LTD.

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effect to the true intent and purpose behind the grant in respect of the said demised property could be given.

- L. In the premises rotational change taking place in the management of the said Trust with the inclusion of the litigating beneficiaries in the Trust Board and exclusion of the outgoing Trustees therefrom, appreciating the grave urgency emerging in the situation, the pending litigations in the subject by or at the instance of the incoming trustees having been withdrawn the Hon'ble High Court at Calcutta and the Learned City Civil Court at Calcutta disposed of the same.
- M. Thus being entitled to take independent decision, the majority of the Trustees-in-office for the year 2002-2007, being six in number out of ten Trustees, others abstaining, deliberated on the problem for resolution and conceded the interest of the Trust, the rational nexus to the object for the said grant and the true intent and purposes therefor and the mutual mistakes creeping in the said Instrument of Lease.
- N. The said majority of Trustees-in-office thus observed that rapidly decaying and dilapidating due to natural wear and tear the substantial portions of the said old buildings standing on the portions of the said land at 6, Jawahar Lal Nehru Road have almost become uninhabitable and/or dangerous for use and habitation beyond the scope of repairing state and conceded the need for correction and rectifications of the mutual mistakes to give effect to the true intent of the Trustees behind the said grant in the best interest of the Trust

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estate and the beneficiaries thereof by modifications and clarifications of the said Lease Deed dated December 21, 2000.

- O. It was, however, observed by the said majority of the trustees that the one time premium of Rs. 40 lacs in terms of donation as recorded in the said Deed of Lease dated 21st December, 2000 is neither rational nor commensurate to the locality in which the said demised premises No. 6, Jawahar lal Nehru Road, Kolkata-700 013 is situate and as such considered that by inadvertent mistakes the premium of Rs. 40 Lacs was not accordingly assessed between the parties at the time of execution of the Lease Deed dated 21st December, 2000, which should fetch Rs. 76 Lacs and the correction and modification thereto be accordingly carried in the said Lease Deed upon the Lessee making payment of the balance of Rs. 36 Lacs to the Trust on account of premium.
- P. The said majority trustees conceded that subject to payment of such additional sum by the Lessee to the Trust, the best interest of the said Trust estate and those of the beneficiaries will be subserved in the event the ambiguities and confusions crept in the said Original Lease Deed are removed by correcting, rectifying and modifying the said Lease Deed dated December 21, 2000 and accordingly concluded that the original Lease Deed dated December 21, 2000 has to be accordingly rectified/corrected/modified and/or clarified, subject to the Lessee agreeing to make payment of the balance of the said amount of the premium and make payment of progressive rent at an enhanced rate.

For JAMES GLENDYE & CO. PVT. LTD.

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- Q. The said majority of the trustees also decided that at any rate to maintain the charitable functions carried on by the Trustees in the dearness the trustees would request the Lessee to pay a further premium to the tune of Rs.36,00,000/-(Rupees Thirty Six Lacs) only that would form part of total premium of Rs.76,00,000/- (Rupees Seventy Six Lacs) only towards the grant of the said demise and to enhance the monthly rental over the existing rate.
- R. The said majority of Trustees further considered that in the existing pattern the trust will get nothing out of the said property and get back the totally dilapidated structure and the demise land if vacated by the Lessee after the expiry of the said lease, whereas in the event the above policy of the Trustees formulated by their wisdom upon consideration of all relevant facts are materialized the Trust will get a further premium of Rs.36 Lacs only now and enhanced monthly rental during the tenure of the lease and the new building of modern architecture instead of the existing dilapidating old buildings.
- S. The said majority of Trustees accordingly having expressed their mind to the Lessee and having accepted such terms by paying a sum of Rs.51,000/- (Rupees Fifty One Thousand) only in advance to the Lessors/Trustees towards the differential amount of premium of Rs.36 lacs as above the Lessee has assigned its consent thereto whereupon the Trustees and the Lessee entered in to an Agreement dated 1st, February, 2007 for rectification and modification of the Principal Deed dated December 21, 2000.

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- In the circumstances, inasmuch as the reconstitution of T. the Board of Trustees was ensuing leaving the execution of the relevant instrument with the new Trustees in the Meeting of the Trustees to the said Mutty Lall Seal Trust Estate, held on January 31, 2007 the majority of the Trustees present in the said meeting (six trustees out of ten) have decided that Lessee paying the deferential amount of premium of Rs.35.49 Lacs to form part of the total premium of Rs.76 Lacs only and enhance monthly lease rental of Rs.1,500/-over the last paid rent and to go on paying the same month by month, to execute and register a Deed for Correction and Rectification of the mutual mistakes crept in the said Original Deed of Lease dated December 21, 2000.
- That inasmuch as despite being minority in the Board of U. Trustees Mohan Lall Seal, Mohit Lall Seal and Manoj Lall Seal, the said three trustees did not concur with the majority decision on the ground of the ensuing reconstitution of the Board of Trustees the said Mohit Lall Seal challenged the said majority decision of the erstwhile Board of Trustees after the execution of the said agreement between the Trustees and the Lessee by way of an application under Sections 34 and 49 of the Indian Trust Act, 1882 before the Hon'ble High Court at Calcutta being registered as A. T. A. No. 1 of 2007 whereupon the Hon'ble High Court at Calcutta having directed the parties to maintain status quo, prior to the expiry of the tenure of the last Board of Trustees, by way of a further declaratory suit instituted in his individual capacity, by the said Mohit Lall Seal in the Learned City Civil Court at Calcutta being Title Suit No. 647 of 2007 against the outgoing trustees including the

THE JAMES GLENDYE & CO. PVT LTD.

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Additional Register American-II, Kenter 2 8 MAY 20 Lessee herein and the Learned Judge, XII Bench of the City Civil Court at Calcutta having issued injunction in the nature of the status quo on the application of the said Mohit Lall Seal made in that behalf the outgoing Board of Trustees and/or the Lessee did not proceed to take any follow up action in terms of the said Agreement dated February 1, 2007 between the Trustees and the Lessee.

- In their respective affidavits-in-opposition in the said V. proceedings pending in the Hon'ble High Court at Calcutta as well as in the Learned City Civil Court at Calcutta the majority of the erstwhile Board of Trustees corroborated the intelligible criteria behind the said decision and rational nexus to the object sought to be achieved by such decision.
- Since the execution of the said Agreement for rectification W. and modification there has been a change in the Board of Trustees to the Mutty Lall Seal Trust Estate whereunder all the trustees in the erstwhile Board of Trust having retired by rotation the new Board of Trust has been constituted with seven other new trustees nominated therefor as per the tenor of the said 1947 Trust Deed, three trustees namely, Mohan Lall Seal, Mohit Lall Seal and Manoj Lall Seal had been renominated again in the Board of Trust of the said Trust Estate Mutty Lall Seal.
- X. In the circumstances, with the change in the management of the Board of Trustees of the said trust, Abhiram Lall Seal, one of the beneficiaries and Kanak Lall Seal, one of the trustees to the erstwhile Board of Trust having taken out an

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application being A. T. A. No. 3 of 2008 under Section 34 and 49 of the Indian Trust Act, 1882 in the Hon'ble High Court at Calcutta, on the undertaking of the Learned Advocate appearing for the Trustees recorded by the Learned Judge in A. T. A. No. 3 of 2008 not to make or cause to be made any building or rebuilding on the said trust properties albeit the Learned Judge did not pass any order owing to the pendency of the said suit by Mohit Lall Seal in the City Civil Court at Calcutta with the interim order therein the new trustees could not act upon the said agreement for rectification and modification of the Principal Lease Deed dated December 21, 2000.

- Y. Further by way of an originating summons taken out by the Learned Advocate for the said Abhiram Lall Seal and affidavit in support thereof being C. S. O. S. No. 8 of 2009 the plaintiff therein having sought for interpretation of the said agreement for rectification and modification of the Principal Lease Deed dated December 21, 2000 pursuant to the direction of the Learned Judge of the Hon'ble High Court at Calcutta, taking interlocutory matters in chamber the parties to the said proceeding have filed their respective opposition and rejoinder thereto and the said Suit being C. S. O. S No. 8 of 2009 was pending disposal before the Hon'ble High Court at Calcutta.
- Z. That in the circumstances pending resolution of the said ruinous litigations at the interference of the common friends of the parties and the well-wishers to the said Trust Estate all the concerned parties took up the rival arguments of the

For JAMES GLENDYE & CO. PVT. LTD.

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parties and those of the Trust and the Lessee for sorting out the problem.

AA. Accordingly, the trustees in office including the said Mohit Lall Seal addressed the problem and deliberating over the said unresolved issue vis-à-vis the pendency of the said legal proceedings in Courts have conceded the intelligible criteria and the rational nexus of the decision of the majority of the erstwhile trustees to the objects, purpose and benefit of the Trust.

BB. However, while deliberating over the issue of rectification and modification of the Principal Deed of Lease dated December 21, 2000 as per the said agreement therefor by and between the Trust and the Lessee whereas the trustees in office conceded the intelligible criteria behind and the rational nexus to the said rectification and modification of the Principal Deed of Lease dated December 21, 2000 the trustees in office respectfully differed from the amount of additional sum of Rs. 36 Lacs towards premium over and above Rs. 40 Lacs already received by the said Trust.

CC. The trustees in office, accordingly, by its resolution dated 27.05.2010 unanimously decided that subject to the Lessee agreeing to pay an additional sum of Rs.40 Lacs towards premium and Rs. 5,000/- (Rupees Five Thousand) only over and above the existing monthly rental of Rs.32,500/- (Rupees Thirty Two Thousand and Five Hundred) only on and from May, 2010 till April, 2025 when such monthly lease rental in respect of the said demise will be enhanced to

For JAMES GLENDYE & CO. PVT. LTD.

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DD. In the circumstances, the said Sri Mohit Lall Seal has, by consent of the parties, withdrawn the pending proceedings under Sections 34 and 49 of the Indian Trust Act before the Hon'ble High Court at Calcutta being A.T.A. No. 1 of 2007 initiated by him and vide Order dated 16th March, 2010 the Hon'ble High Court at Calcutta has recorded the dismissal of the said proceeding for non-prosecution and the said Sri Mohit Lall Seal in similar circumstances withdrew Title Suit No. 647 of 2007 which has also been dismissed for non-prosecution vide Order No. 49 dated 06.05.2010 passed by the Learned Judge, XII Bench, City Civil Court at Calcutta.

EE. Accordingly, Sri Abhiram Lall Seal and Sri Kanak Lall Seal have also withdrawn the proceedings initiated by them in the Hon'ble High Court at Calcutta being A.T.A. No. 3 of 2008 and C. S. O. S. No. 8 of 2009 and vide both Order dated 22nd

For JAMES GLENDYE & CO. PVT. LTD.

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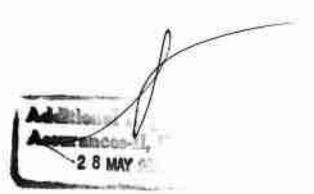
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February, 2010 the said proceedings have been dismissed for non-prosecution.

FF. In the circumstances the Lessee having agreed to pay the differential amount of premium and progressive lease rental as above and in fact having paid the same with the execution of these presents the Trustees would rectify and correct the mutual mistakes crept in the said Deed of Lease dated December 21, 2000 as follows :-

NOW THESE PRESENTS WITNESS that in pursuance of the unanimous decision of the Trustees resolved in the meeting of the Trust held on 27.05.2010, validating those of the majority decision of the Trustees adopted in the meeting of the Trust held on 31st January, 2007 the Trust Estate MUTTY LALL SEAL hereby correct, rectify and modify the said lease Deed dated December 21, 2000 as per the schedule of correction/ rectification/modification hereinbelow:

SCHEDULE OF CORRECTION/ RECTIFICATION/ MODIFICATION REFERRED TO HEREINABOVE

IN THE PREAMBLE PART OF THE PRINICIPAL DEED OF LEASE DATED DECEMBER 21, 2000

The word "shareholders etc." appearing in the last line at íì page 4 of the lease Deed dated December 21, 2000 be substituted by the words "successors and successors-in-office,

For JAMES GLENDYE & CO. PUT 2775.

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agents, nominees, administrators and assigns" and be read in the Lease Deed dated December 21, 2000 accordingly.

B. IN THE RECITALS OF THE PRINICIPAL DEED OF LEASE DATED DECEMBER 21, 2000

- i) In the respective paragraphs appearing at pages 12 and 13 of the Original Deed of Lease dated 21st December, 2000 the figure "71" be substituted by the figure "98" and be read accordingly.
- ii) After the paragraph appearing at page 13 of the Original Deed of Lease dated 21st December, 2000 a new paragraph be inserted as follows and be read in the Lease Deed dated December 21, 2000 accordingly:-
- "AND WHEREAS the Lessee has agreed to pay the additional sum of Rs. 5,000/- (Rupees Five Thousand) only per month over and above the monthly rental last paid on and from the month of May, 2010 and such monthly lease rental will be further enhanced to Rs.51,000/- (Rupees Fifty One Thousand) only per month on and from May, 2025 and thereafter the said enhanced monthly lease rental will be further enhanced by a sum of Rs.6,000/- (Rupees Six Thousand) only after every 10 years till the expiry of the period of the lease hereby reserved."

C. IN THE OPERATIVE PORTION OF THE PRINICIPAL
DEED OF LEASE DATED DECEMBER 21, 2000

For JAMES GLENDYE & CO. PVT LTD.

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i) The operative portion commencing at page 14 ending before the Habendum portion at page 15 of the Original Deed of Lease dated 21st December, 2000 be substituted as follows and be read in the lease Deed dated December 21, 2000 accordingly:-

"NOW THIS INDENTURE WITNESSES that in consideration of a lump sum of Rs.80,00,000/- (Rupees Eighty lacs) only of which a sum of Rs. 40,51,000/- (Rupees Forty Lacs and fifty one thousand) only have already been paid by the Lessee to the Trust on or before the execution of these presents by Bank Draft No. 354250 dated 01.01.2000 drawn on Bank of Baroda, Calcutta for Rs.11,000/-; Bank Draft No. 430359 dated 03.11.2000 drawn on Bank of Baroda, Calcutta for Rs.40,000/-; Bank Draft No. 906432 dated 20.12.2000 drawn on Punjab National Bank, Faridabad for Rs.9,00,000/-; Bank Draft No. 084144 dated 20.12.2000 drawn on State Bank of Mysore, New Delhi for Rs.8,00,000/-; Cheque No. 247491 dated 20.12.2000 drawn on Deutsche Bank, New Delhi for Rs.8,04,000/-; Bank Draft No. 906433 dated 20.12.2000 drawn on Punjab National Bank, Faridabad for Rs.6,00,000/-; Bank Draft No. 110508 dated 20.12.2000 drawn on Standard Chartered Bank, New Delhi for Rs.4,00,000/-; Cheque No. 896827 dated 20.12.2000 drawn on State Bank of India, Calcutta for Rs.2,25,000/-; Cheque No. 896828 dated 20.12.2000 drawn on State Bank of India, Calcutta for Rs.1,60,000/-; Cheque No. 447472 dated 20.12.2000 drawn on Canara Bank, Calcutta for Rs.60,000/and Cheque No. 283250 dated 31.01.2007 drawn on Canara Bank, Calcutta for Rs. 51,000/- respectively and differential

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sum of Rs. 39,49,000/- (Rupees Thirty Nine Lacs and Forty Nine Thousand) only paid on the execution of these presents, the receipt whereof the trustees do hereby admit, acknowledge and exonerate the Lessee of and from the same and every part thereof and in consideration of the monthly lease rental of Rs. 37,500/- (Rupees Thirty Seven Thousand and Five Hundred) only hereby reserved the Trustees/Lessor do hereby and hereunder demise unto and in favour of the Lessee ALL THAT the land measuring 2 Bighas, 13 Cottahs, 11 Chittacks and 23 Square feet at and being premises No. 6, Chowringhee Road, Police Station-Taltala, Kolkata-700 013 together with the existing buildings thereon and all or any buildings and structures of any character that may be constructed and/or built on the said demised land in place and stead of the existing dilapidating buildings and structures thereon at premises No. 6, Jawahar Lal Nehru Road, now under Police Station - New Market, Kolkata - 700 013 fully described in the Schedule below, hereinafter referred to as 'the said demised premises'.

D. IN THE HABENDUM PORTION OF THE PRINICIPAL DEED OF LEASE DATED DECEMBER 21, 2000:

The habendum portion at page 15 of the original Lease Deed dated 21st December, 2000 be substituted and be read in the Lease Deed dated 21st December, 2000 as follows:-

"TO HAVE HOLD USE OCCUPY POSSESS AND ENJOY the said leasehold property hereby granted or expressed or intended so to be unto the Lessee for the term of 98 years

For JAMES GLENDYE & CO. PVT. LTD.

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commencing from the 1st day of January, 2001 to expire with the expiry of the last day of the month of December, 2098 yielding therefor and rendering during the said term a progressive monthly rental of Rs. 31,000/- (Rupees Thirty One thousand) only payable on the 7th day of each English Calendar month in advance without any deduction or abatement whatsoever and if and when opted for on or before the expiry of this lease whereupon the Lessors/Trustees and/or the beneficiaries of the Trust Estate shall at the cost and request of the Lessee execute and register a fresh Deed of Lease in respect of the said demise in favour of the Lessee and/or the assignees thereof for such further period as may be agreed upon between the Lessor and the Lessee."

E. IN THE LESSEE'S COVENANTS OF THE PRINICIPAL DEED OF LEASE DATED DECEMBER 21, 2000

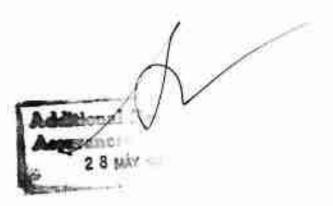
- After the word "delay" appearing in line 6 of the clause 2 i) of the original Lease Deed dated 21st December, 2000 rest of the words therein be deleted and be read accordingly.
- ii) The word "existing" appearing on the first line of clause 3 at page 16 of the original Lease Deed dated 21st December, 2000 be deleted and the said clause in the said Lease Deed dated 21st December, 2000 be read accordingly.
- iii) The clause 6 appearing at page 18 of the Original Lease Deed dated 21st December, 2000 be substituted and the said clause in the said Lease Deed dated 21st December, 2000 be read accordingly as follows :-

For JAMES GLENDYE & CO. PVT LITE

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"6. To make such additions and alterations of the existing buildings in the demised premises with prior sanction from the Kolkata Municipal Corporation without, however, causing any damage or deteriorating the value of the demised premises whereupon such additional portions will form part of the said demise."

iii) After clause 6 as above a new sub clause 6A be incorporated in the original Lease Deed dated 21st December, 2000 and be according read in the Lease Deed dated 21st December, 2000 as follows:

"6A. Notwithstanding anything contained in these presents, subject to the prior sanction obtained from the Kolkata Municipal Corporation in the name of the Trust the Lessee will be at liberty to cause construction and/or building/rebuilding of one or more multi storied and multi purpose building/buildings of modern architecture on the demised land in place and stead of the existing old and dilapidating masonry buildings therein at the costs, expenditure and arrangement of the Lessee, which forming part of the said demise will accordingly be enjoyed by the Lessee for the residual period of the demise and in terms of the covenants and stipulations contained in the said Original Deed of Lease."

v) The clause 7 appearing at page 18 of the Lease Deed dated 21st December, 2000 be substituted and the said clause in the said Lease Deed dated 21st December, 2000 be read accordingly as follows:-

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"7. To use, occupy, possess and enjoy the demised premises and every portion thereof as per the tenor of the Lease Deed as corrected or permit the same to be used, occupied, possessed and enjoyed for all lawful purposes including residential and commercial purposes as also for running printing press and office therein and therefrom for the residual period of the said Lease."

vi) The words "use and for use connection with the several departments of the Lessee's business as printers and block makers" appearing in the seventh line of clause 12 at page 20 of the Lease Deed dated 21st December, 2000 be substituted by the words "and commercial use" and the said clause be accordingly read in the said Lease Deed dated 21st December, 2000.

vii) Before the beginning of clause 13 of the Lessee's covenants at page 20 of the said Indenture of Lease the Words "Subject as above" is inserted and the capital letter "N" of the starting word "Not" of the existing clause 13 at page 20 of the said Indenture be substituted by the small letter "n" and be read accordingly.

viii) The word "inventories" appearing in clause 16 at page 21 of the said Lease Deed dated 21st December, 2000 be substituted by the word "inspection" and the said clause be accordingly read in the said Lease Deed dated 21st December, 2000.

For JAMES GLENDYE & CO. PVT LTD.

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- II. After the existing clause 24 of the said Instrument of Lease dated 21st December, 2000 the following terms are incorporated:-
- (i) The Lessee shall get its name mutated and recorded in the Municipal assessment record of the Kolkata Municipal Corporation and will bear all taxes and impositions in respect of the demised premises during the tenure of the lease.
- (ii) The Lessee shall invest the proceeds of the debris and scrapped materials of the existing buildings in the demised premises for the construction of the new building/buildings in place and stead thereof.
- (iii) The Lessee shall keep the said demised premises and the existing and/or new building in place and stead thereof in good order and condition at its own cost.
- (iv) The Lessee shall be entitled to use the said demised premises for itself as well as for its affiliates and/or associates and/or subsidiaries.
- (v) That the Lessee shall have the right to sub lease and/or sublet the said demised premises or any part or portion thereof to any one or more person on such terms and covenants and at such rent, premium or other consideration as the Lessee may deem fit and proper for the residual period of the lease.

For JAMES GLENDYE & CO. JUT LITE

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- (vi) From the date of execution of these presents the Lessee shall be entitled to receive, realise and collect all rents, issues and profit in respect of the said demised premises or any portions thereof in respect of the demised premises for the residual period of the lease.
- (vii) The Lessee shall have the right to remove all obstacles and hindrances including illegal occupation of any person or persons in the demised premises by due process of law or through negotiation without, however, any interference of the Lessor.
- (viii) The Lessee shall obtain the building plan sanctioned by the Kolkata Municipal Corporation for the building/buildings to be constructed on the demised premises in place and stead of the existing old and dilapidated buildings and shall do and cause to be done all acts, deeds and things which may be required to be done for the purpose by the Lessor, which shall stand ratified by the Lessor and shall furnish a true copy of such sanctioned plan with the Lessor for record.

III. IN THE LESSOR'S COVENANTS OF THE PRINICIPAL DEED OF LEASE DATED DECEMBER 21, 2000

(i) After the word "reserved" in clause III (i) at page 25 of the Lease Deed dated 21st December, 2000 the words "and also reserved under the Deed of Correction of Mutual Mistakes in the Principal Lease Deed dated 21st December, 2000" and after the word "contained" the words "and also reserved under the

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Deed of Correction of Mutual Mistakes in the Principal Lease Deed dated 21st December, 2000" be incorporated and the said clause be accordingly read in the said Lease Deed dated 21st December, 2000.

- ii) Clause (iii) of the Lessor's covenants appearing at page 25 and ending at page 26 of the Principal Lease Deed dated 21st December, 2000 be deleted.
- iii) In the first line of the rest portion of clause (iii) at page 26 of the said Lease Deed dated 21st December, 2000 before the commencing word "in" the words "subject as above" be inserted and the said clause be read as accordingly.
- iv) After the clause (iii) ending at page 26 of the said Lease Deed dated 21st December, 2000 a new clause be incorporated and the said clause in the said Deed be accordingly read as follows:-
- "iv) For the purposes of removal of the existing masonry buildings and structures from the demised premises, obtain sanction of building plan from the Kolkata Municipal Corporation and construction of new building/buildings and all matters connected therewith and incidental thereto the Lessee shall act for and on behalf of the Trust and the Trustees hereby undertake to ratify and confirm all acts, deeds and things lawfully done by the Lessee."

For JAMES GLENDYE & CO. PVT. LST)

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v) The clauses (vi) and (v) appearing at page 26 of the Original Lease Deed dated 21st December, 2000 be renumbered as Clause "(v)" and "(vi)".

vi) After clause (vi) at page 26 of the said Original Lease Deed dated 21st December, 2000 a new clause (vii) be incorporated and read as follows:

"vii) Notwithstanding anything contained to the contrary, the Lessee continuing to pay the lease rental without default for a consecutive period of four months in a calendar year the lease shall not be terminated by or at the instance of the Trust and the Trustees hereby indemnify and keep the Lessee indemnified from all loss or damages that may be suffered by the Lessee as a consequences of any future litigation that may be initiated by the Trustees and/or any beneficiaries to the Trust estate concerning and/or affecting the Lease hereby granted and the rectification and clarification made thereto and undertake to do, execute and cause to be done and executed all lawful acts, deeds and things for giving and expressing further and better meaning and effect to this lease as and when required by the Lessee."

vii) In clause IV (1) appearing at pages 26 and 27 of the Original Lease Deed dated 21st December, 2000 the words "and the building and houses with all structures, articles, fixtures and fittings now standing or hereinafter to be constructed by the Lessee and also such other compensation" be deleted and the words "as also the cost of construction of

For JAMES GLENDYE & CO. PUT. LTD.

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the building/buildings, furniture and fittings thereon" after the word "acquisition" be added and read accordingly.

IV. IN THE SCHEDULE OF THE PRINICIPAL DEED OF LEASE DATED DECEMBER 21, 2000

The existing schedule is substituted as follows:-

"ALL THAT piece or parcel of land containing an area of 2 Bighas, 13 Cottahs, 11 Chittacks and 23 Square feet be the same a little more or less together with the existing brick built messuage, tenements, hereditaments and premises containing i) a partly five storied, partly four storied and partly three storied building, (ii) a partly four storied and partly three storied building, (iii) another partly three storied, partly two storied and partly one storied building, (iv) another partly three storied and partly two storied building, (v) another partly three storied and partly two storied and partly one storied building and (vi) one partly two storied and partly one storied building together with all out houses and other structures and all other building/buildings that may be constructed on the said demise land or on portion thereof in place and stead of the existing buildings above referred to at and being premises No. 6, Jawaharlal Nehru Road, Holding No. 27, Block No. XVI, in the North Division of the City of Kolkata, within the Local limits of the Kolkata Municipal Corporation, now under Police Station - New Market, Kolkata - 700 013 being butted and bounded in the manner as follows:-

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For JAMES GLENDYE & CO. PVT LTD.

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On the North

:Partly by premises No. 5, Jawahar

Lal Nehru Road, Kolkata and partly

by premises No. 40/40/1 to 40/5,

41 and 42, Moti Seal Street,

Kolkata;

On the South

:By premises No. 7, Jawahar Lal

Nehru Road, Kolkata;

On the East

:Partly by each of the premises No.

42 and 45, Moti Seal Street,

Kolkata;

On the West

:Partly by premises No. 5, Jawahar

Lal Nehru Road, Kolkata and partly

by Jawahar Lal Nehru Road,

Kolkata;

OR HOWSOEVER OTHERWISE the said premises is identified, numbered, known, called and/or distinguished".

IT IS FURTHER AGREED AND COVENANTED BY AND BETWEEN THE PARTIES HERETO THAT:

- An amended copy of the said Lease Deed dated 21.12.2000 incorporating all insertions by red underlines and all deletions as above is appended herewith forming part of this instrument.
- Subject to the rectifications and modifications as above which forms part of the Principal Deed of Lease dated December 21, 2000 and the said Principal Deed of Lease dated December 21, 2000 shall remain in full force and effect.

Further be it recorded that -

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- 1. The Payment of the sum of Rs.51,000/- made by the Lessee to the Lessor Trust by way of a cheque No. 283250 dated 31st January, 2007 drawn on Canara Bank, Chowringhee Branch, Kolkata in advance the receipt whereof, the Lessor Trustees admitted and acknowledged by granting a separate money receipt of the Trust accepted by the Lessor, forms part of a further premium of Rs.40,00,000/- (Rupees Forty Lacs) only.
- 2. The Lessee has this day paid the balance sum of Rs. 39,49,000/- (Rupees Thirty Nine Lacs and Forty Nine Thousand) only being the balance of the premium so agreed by a pay order No. 406570 dated 28.05.2010 drawn on Canara Bank, the receipt whereof, the Lessors/Trustees admitted and acknowledged by granting a separate money receipt of the Trust and release, exonerate and discharge the Lessee from the same and every part thereof.
- 3. The Lessor/Trustees hereby undertake to protect and keep the Lessee protected from all loss, damages and contingencies that may occur affecting the leasehold interest of the Lessee for entering into this agreement and/or by or at the instance of the Trustees/beneficiaries or either of them.
- 4. The Trustees do hereby declare that Trustees have unanimously decided in its meeting dated 27.05.2010 to ratify and confirm the majority decision of the Trustees adopted in the Trust meeting dated January 31, 2007 and the binding agreement between Trust and the Lessee dated to rectify and modify the original Lease Deed dated December 21, 2000.

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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals and signed on this presents on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

by the LESSORS abovenamed at Kolkata in the presence of:

1. Malay tal Seal 1/D Nalin East Kox St. Calculla-700004 1. Mobil Kansede

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3. Ashimmelik

4. Dibyenda Lall Seal

2. Bhota Nelt Sancan 127. CR. Avenue Kalkala - 73 5. LyoTilallseal

6. Sanal Hallif.

7. Topor Kinor Welliel

8. Andell Les

9. Satur Call Seal

SIGNED SEALED AND DELIVERED

by the LESSEE abovenamed at Kolkata in the presence of:

1. Sajit Kun Sing? C. Ran Hani Mistylane Kol. 13. For JAMES GLENDYE & CO. PVT. LTD.

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Director

2. 2. W. Hay

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RECEIVED of and from the within named Lessee the within mentioned sum of Rs.40,00,000/- (Rupees Forty lacs) only as and by way of premium as aforesaid as per memo below:

Rs.40,00,000.00

MEMO OF CONSIDERATION

 Paid by Cheque bearing No.283250 dated 31.01.2007 drawn on Canara Bank, Kolkata

Rs. 51,000.00

 Paid by Pay order bearing No. dated 28.05.2010 drawn on Canara Bank, Kolkata

Rs.39,49,000.00

Total:

Rs.40,00,000.00

(Rupees Forty lacs) only.

WITNESSES:

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1. Malay Lal Seal. 1/10 Nation Sarkor St. Calculla-700004

2. Bhola Nelli Samon 127, C.R. Brenu Kolkelä-73 1. Metit Rayson

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AMENDED DEED OF LEASE

THIS INDENTURE made this 21st day of December Two Thousand BETWEEN (1) MOHAN LAL SEAL, (2) MANOJ LAL SEAL, (3) MOHIT LAL SEAL, (4) MADAN LAL SEAL, (5) KANTO LAL SEAL, (6) NARENDRA LAL SEAL, (7) DULAL LAL SEAL, (8) SAMAR MULLICK, (9) DIPEN MULLICK and (10) KAUSHIK MULLICK, all are the Trustees to the TRUST ESTATE OF MUTTY LALL SEAL under provision of the Deed of Trust dated the twenty eighth day of January One thousand Nine hundred and Forty Seven and having the office at 127, Chittaranjan Avenue, at Calcutta - 700 073, hereinafter called the "LESSORS" (which expression shall unless excluded by or repugnant to the context be deemed to include their successors or successors-in-office, representatives assigns) of the ONE PART AND JAMES GLENDYE & COMPANY (P) LIMITED, a company incorporated under the provision of the Companies Act, 1956, having its registered office at 6, Jawaharlal Nehru Road, P.S. Taltalla, Calcutta -700 013, hereinafter called the "LESSEE" (which expression shall unless excluded by or repugnant to the context be deemed to include its legal representatives, share holders,

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administrators and assigns, etc.) of the OTHER PART.

WHEREAS the Trustees as the Lessors expressed their intention to grant a fresh long term lease to the party suitable to them on reasonable terms and conditions after obtaining the possession from the existing Lessee the estate of AYODHYA PRASAD BHARGAVA after expiry of the existing lease, dated the 31st day of March, 1981 duly registered before Learned Registrar of the Registrar of Assurance at Calcutta in Book No.I, Volume No.320 at Pages 60 to 68, being No.6392, in the year 1981, the said Lessors (1) Mohan Lal Seal, (2) Manoj Lal Seal, (3) Mohit Lal Seal, (4) Rajendra Nath Mullick, (5) Ganesh Chandra Mullick, (6) Sankar Nath Mullick, (7) Dulal Lal Seal, (8) Jyoti Lall Seal, (9) Sankar Lall Seal and (10) Dwarika Nath Sein, all the then Trustees to the Trust Estate of Mutty Lall Seal in favour of Deepak Bhargava son of Prithivi Nath Bhargava being the Executor to the Estate of Late Ayodhya Prasad Bhargava residing at 6, Jawahar Lal Nehru Road, Calcutta - 700 013 ALL THAT the brick built messuage, tenements, hereditaments and premises containing (1) partly five storied, partly four storied and partly three storied

For JAMES GLENDYE & CO. PVT LTD.

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building, (2) one partly four storied and partly three storied building; (3) one partly three storied, partly two storied, partly one storied building; (4) one partly three storied and partly two storied building; (5) one partly three storied, partly two storied and partly one storied building and (6) one partly two storied and partly one storied building together with all out houses and other structures standing on the piece or parcel of land containing by estimation of an area of 2 Bigha 13 Cottahs 11 Chittacks and 23 Sq.ft. little more or less situate lying at the Premises No.6, Chowringhee Road, Calcutta -700 013 within the Police Station Taltalla, more fully described in the Schedule thereto and also in the Schedule hereto (thereinafter called "the demised premises") for a term of 21 years commencing on and from the 1st day of January 1980 at the monthly lease rent and on the terms and conditions therein contained on 31st December 2000 by efflux of time.

AND WHEREAS as the Lessors herein are the present Trustees to the Trust Estate of Mutty Lall Seal and they are lawfully entitled to grant long term lease of the demised premises to the Lessee for a period of 98 years for the interest and benefit of the said trust estate.

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AND WHEREAS the Lessee has agreed with effect from 1st January 2001 subject to take a lease of the said demised premises from the Lessors for a period of 98 years with effect from 1st January 2001 at a rent of Rs.31,000/- (Rupees Thirty One thousand) only per month and at progressive rate of the monthly rent and to take delivery of possession by letter thereof, subject to the covenants and conditions hereinafter contained.

AND WHEREAS the Lessee has agreed to pay the additional sum of Rs. 5,000/- only per month over and above the monthly rental last paid on and from the month of May, 2010 and such monthly lease rental will be further enhanced to Rs.51,000/- per month on and from May, 2025 and thereafter the said enhanced monthly lease rental will be further enhanced by a sum of Rs.6,000/- after every 10 years till the expiry of the period of the lease hereby reserved.

AND WHEREAS offered to it's terms and conditions with it's intention to obtain the said demised premises on long term lease subject to the terms and conditions as per the offer of

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the Lessors, by a Registered Lease Agreement dated 10th November, 2000 registered at Registrar of Assurance, Calcutta for grant of long term lease in the terms and conditions contained hereinafter as mutually agreed between the parties.

NOW THIS INDENTURE WITNESSES that in consideration of a lump sum of Rs. 80,00,000/- (Rupees Eighty lacs) only of which a sum of Rs. 40,51,000/- (Rupees Forty Lacs and fifty one thousand) only have already been paid by the Lessee to the Trust on or before the execution of these presents by bank draft No. 354250 dated 01.01.2000 drawn on Bank of Baroda, Calcutta for Rs. 11,000/-; bank draft No. 430359 dated 03.11.2000 drawn on Bank of Baroda, Calcutta for Rs. 40,000/-; bank draft No. 906432 dated 20.12.2000 drawn on Punjab National Bank, Faridabad for Rs. 9,00,000/-; bank draft No. 084144 dated 20.12.2000 drawn on State Bank of Mysore, New Delhi for Rs. 8,00,000/-; cheque No. 247491 dated 20.12.2000 drawn on Deutsche Bank, New Delhi for Rs. 8,04,000/-; bank draft No. 906433 dated 20.12.2000 drawn on Punjab National Bank, Faridabad for Rs. 6,00,000/-; bank draft No. 110508 dated 20.12.2000 drawn on Standard Chartered Bank, New Delhi for Rs. 4,00,000/-;

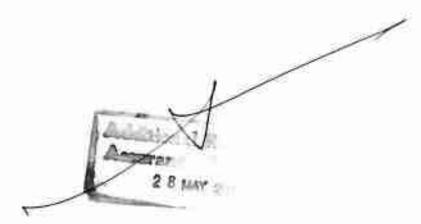
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For JAMES GLENDYE & CO. PVT LYD.

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cheque No. 896827 dated 20.12.2000 drawn on State Bank of India, Calcutta for Rs. 2,25,000/-; cheque No. 896828 dated 20.12.2000 drawn on State Bank of India, Calcutta for Rs. 1,60,000/-; cheque No. 447472 dated 20.12.2000 drawn on Canara Bank, Calcutta for Rs. 60,000/- and cheque No. 283250 dated 31.01.2007 drawn on Canara Bank, Calcutta for Rs. 51,000/- respectively and differential sum of Rs. 39,49,000/- (Rupees Thirty Nine Lacs and Forty Nine Thousand) only paid on the execution of these presents, the receipt whereof the trustees do hereby admit, acknowledge and exonerate the Lessee of and from the same and every part thereof and in consideration of the monthly lease rental of Rs. 37,500/- (Rupees Thirty Seven Thousand and Five Hundred) only hereby reserved the Trustees/Lessor do hereby and hereunder demise unto and in favour of the Lessee ALL THAT the land measuring 2 Bighas, 13 Cottahs, 11 Chittacks and 23 Square feet at premises No. 6, Chowringhee Road, Police Station - Taltala, Kolkata - 700 013 together with the existing buildings thereon and all or any buildings and structures of any character that may be constructed and/or built on the said demised land in place and stead of the existing dilapidating buildings and structures thereon at premises No.

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6, Jawahar Lal Nehru Road, now under Police Station - New Market, Kolkata - 700 013 fully described in the Schedule below, hereinafter referred to as 'the said demised premises', TO HAVE HOLD USE OCCUPY POSSESS AND ENJOY the said leasehold property hereby granted or expressed or intended so to be unto the Lessee for the term of 98 years commencing from the 1st day of January, 2001 to expire with expiry of the last day of the month of December, 2098 yielding therefor and rendering during the said term a progressive monthly rental of Rs. 31,000/- (Rupees Thirty One thousand) only payable on the 7th day of each English Calendar month in advance without any deduction or abatement whatsoever and if and when opted for on or before the expiry of this lease whereupon the Lessors/Trustees and/or the beneficiaries of the Trust Estate shall at the cost and request of the Lessee execute and register a fresh Deed of Lease in respect of the said demise in favour of the Lessee and/or the assignees thereof for such further period as may be agreed upon between the Lessor and the Lessee.

II. AND THE LESSEE DOTH HEREBY COVENANT WITH THE LESSORS in the manner following:

For JAMES GLENDYE & CO. FOT 110.

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- To pay the existing and future Municipal rates and taxes
 including surcharges payable by the Lessors and also
 such taxes impositions and/or levies to be payable by the
 Lessors under the law. The Lessee shall furnish the xerox
 copies of paid municipal bills to the Lessors.
- 2. To pay the amount becoming payable as lease rent or the progressive rate of the monthly rent at the office of the Lessors for the time being without any deduction or abatement on or before 7th day of the each current month as per English Calendar month and also to pay interest at the rate of 12% per annum from the due date of payment till the actual date of payment in case of delay.
- 3. To maintain and to keep the building and structures of the demised premises including drainage, water connections and electric lines with installations during the said term in good and tenantable conditions reasonable wear and tear and damages caused by earth quake, tempest, fire, actions of God or the irresistible force excepted and for such purpose to execute and do all

For JAMES GLENDYE & CO. PUT LTD.

Dir. Barun Lall sool

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Additional Re 2 8 MAY 2010 repairs and works both inside and outside the demised premises that may from time to time during the said term be required or necessary to be done to the demises premises provided always that, the Lessee will cause all reasonable repairs to be done to the demised premises at Lessee's cost and expenses thoroughly in every 5 (five) years within January each time to the reasonable satisfaction of Engineer to be appointed by the Lessors and the remuneration to be paid by Lessee.

4. To keep the private drains, gutters, sewers, drain pipes, water, courses, yards path and ways in the demised premises in good order and conditions and clean and free from rubbish and free of obstruction as required by and municipal or sanitary law or bye-law during the said term and to keep clean and free of and weeds or like obstruction the roof of the dwelling houses and out offices at the structures so as not to obstruct as required by any municipal or sanitary law or bye-law during the said terms and to keep clean and free of and weeds or like obstruction the roof of the dwelling houses and out offices and at the structures so as not to obstruct the

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outflow of water through rain water pipes and also in case of an occurrence of any contiguous or infectious disease in the demised premises to clear or disinfect the demised premises or any apart thereof or any article therein which is likely to retain infection in pursuance of an order of the Health Office or any other competent person under any Municipal or other Act, or law or byelaw for the purpose of preventing checking the spread of such decease.

- 5. To maintain and keep in clean and efficient working order during the said terms and private water fitting, rain water pipes or down speuts drainage pipes and chimnees and the lift or the demised premises (reasonable wear and tear and damages caused by earthquake, fire, tempest, acts of God or unavoidable force excepted).
- 6. To make such additions and alterations of the existing buildings in the demised premises with prior sanction from the Kolkata Municipal Corporation without, however, causing any damage or deteriorating the value

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of the demised premises whereupon such additional portions will form part of the said demise.

- 6A. Notwithstanding anything contained in these presents, subject to the prior sanction obtained from the Kolkata Municipal Corporation in the name of the Trust the Lessee will be at liberty to cause construction and/or building/rebuilding of one or more multi storied and multi purpose building/buildings of modern architecture on the demised land in place and stead of the existing old and dilapidating masonry buildings therein at the costs, expenditure and arrangement of the Lessee, which forming part of the said demise will accordingly be enjoyed by the Lessee for the residual period of the demise and in terms of the covenants and stipulations contained in the said Original Deed of Lease.
- 7. To use, occupy, possess and enjoy the demised premises
 and every portion thereof as per the tenor of the Lease
 Deed as corrected or permit the same to be used,
 occupied, possessed and enjoyed for all lawful purposes
 including residential and commercial purposes as also

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Additional II. Accordances-II. E. 2 8 MAY 2010 for running printing press and office therein and therefrom for the residual period of the said Lease.

- 8. Not to carry on or permit to be carried on or committed in the demised premises or any part thereof at any time during the said term any offensive or dangerous trade business or manufacture or any nuisance and not to use the same or allow the same to be used for any illegal or immoral purpose and not to fix or keep or store any heavy articles and or machinery on the roofs or floors of the demised premises.
- Not to ask for any repair whatever to be done to the said demises premises by the Lessors during the period of this lease or sooner determination hereof.
- 10. To peaceably and quietly yield and deliver the vacant possession of the demised premises with all fixtures and fittings herein to the Lessors at the expiration or sooner determination of the said term in good and substantial repaired condition for reasonable wear and tear and

For JAMES GLENDYE & CO. PVT. LTD.

Director

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except in cases of damage by fire, tempest, earthquake or acts of God and irresistible force.

- 11. To have the right to sublet, to grant sub-lease either in part or parts of the demised premises and the Lessee shall never the less responsible for the due payment of all rents and taxes hereby reserved and observance of other covenants herein contained. The Lessee shall not be entitled to assign and/or transfer the lease hold right, title and interest to third party on any account whatsoever.
- 12. Not to keep or store any inflammable, combustible or injurious articles or things such as gun powder, dynamite, salt, jute, cotton, spirit, sulphur, acid, hides or any other articles or things likely injure damage or prejudicially affect the demised premises or any part thereof or which is likely to be a nuisance to the neighbors except petrol and chemicals and other articles and things in such quantities as may be required for the domestic use and commercial use.

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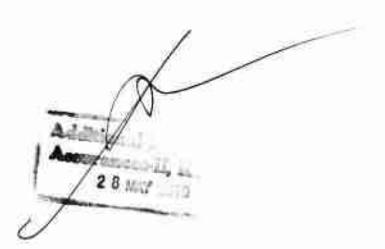
- 13. Subject as above not to remove any structure fixtures and fittings new or existing or that may hereafter be put up in the demised premises by the Lessors or by the Lessee save and except which is necessary, that can be removed without damaging the demised premises, provided that the Lessee shall be entitled to remove all machinery air-conditions and other articles of like nature installed by the Lessee but shall be liable to make good all damages caused thereby.
- 14. Not to do or commit or cause to be done or committed any act matter or thing to the prejudice or injury of the demised premises and in case so done, to repair and restore at the Lessee's own costs all damage or injury that the demised premises may sustain during the said term in a proper and workman like manner.
- 15. That it shall be lawful for the Lessors or any agent of the Lessors from time to time and at all times during reasonable hours in the day time with or without workman and other and after giving notice well in advance in writing or leaving in the said demise premises

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twenty four hours previous notice in writing to enter upon all part of the demised premises to view and examine the state of repairs and conditions of the same and if any defect or want of repairing is found which the Lessee is liable to make good under the covenants hereinbefore contained then to give or leave notice in writing to repair or amend the same within the period of 90 days from the date of receipt of the notice to the Lessee and the Lessee shall thereupon forthwith repair and make good the same according to such notice in a proper good and workman like manner within the specified time.

16. To permit the surveyors or Engineers or agents of the Lessors at any time or times during the said term and after giving reasonable notice in writing to enter into the demised premises or any part thereof awaiting reasonable hours in the day time and to take and make inspection jointly of the fixtures articles and things in the demised premises every year and/or whenever required to be yielded up at the expiration or sooner determination of the said lease. THE JAMES GLENDYE & CO. PVT LTD

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- 17. And further that if at any time the rent and tax for any month or any part thereof shall remain unpaid for three months after the date whereon it is made payable as aforesaid whether the same have been legally demanded or not or in the case of any breach of any of the covenants and conditions hereinbefore contained then it shall be lawful for the Lessors to determine this lease and to reenter and repossess the said premises by due course of law.
- 18. In case the Lessee apply for adjudged insolvent or bankrupt or enters into a compensation with its creditors or permits or suffers any execution proceedings to be taken against it or permit or suffer any Receiver to be appointed of any part of it's estate or effect in the demised premises then and in any of the said cause or causes this demise shall at the option of the Lessors be cancelled and be put to an end and be determined any thing herein contained to the contrary not withstanding and the Lessee will deliver peaceful possession to the Lessors. Further the Lessors may re-enter into and upon

For JAMES GLENDYE & CO. INT. -

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any part thereof in the name of whose and the same to have again re-possess and enjoy as in their original estate or right in the same manner to all intents and purposes as these presents had never been made or executed any thing hereinbefore contained to the contrary thereof whatsoever notwithstanding any thing AND the Lessors shall have right to realise all arrears of rents and unpaid taxes with interest at 12% per annum till the date of realisation.

19. That, if the Lessee during the said term without the previous consent in writing of the Lessors vacate the demised premises it shall be lawful for the Lessors to take possession thereof for the protections without in any manner prejudice this demise or the rights of the Lessors hereunder and in that case action of the Lessors will never be an action for trespass or otherwise whatsoever and the lease will stand determined and cancelled. And it shall be lawful for the Lessors to let out the demised premises at rent that may reasonable be obtained for the same and if such rent shall fall short of the rents hereby reserved the Lessee shall pay such

For JAMES GLENDTE & CO. F. T. S.

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difference or demand to the Lessors without any objection whatsoever but if such rent shall be in excess of the rent hereby reserved the Lessee shall not be entitled to such excess.

- 20. To carry out at the Lessee's own expenses the requisition of the Calcutta Corporation or other authorities in respect of the demised premises whether reassessed, in the landlords or Lessors or to the Lessee or to the tenants.
- 21. To pay during the said term in addition to the entire owner's and occupier's share of the taxes, surcharges on Municipal Tax, Urban Land Tax, Multistoried Building Tax or any other Tax which may be imposed by the State Government or any other statutory body or competent authority during this Lease and shall pay all taxes payable by the Lessors in respect of the demised premises.

The Lessee shall during the term hereby granted keep the building structures comprised in the demised

For JAMES GLENDYS & CO.

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premises and all fittings and fixtures therein insured every year within January in same Insurance Company approved by the Lessors against all losses and damages by fire, accident or earthquake i.e. to any "All Risk Insurance Policy" for a sum of Rs.10,00,000/- (Rupees Ten lacs) only and immediately on such insurance being effected deposit the policy of Insurance with the Lessors every year within February on demand by the Lessors or not and will duly pay the premium payable in respect of such insurance and produce for inspection to the Lessors of the receipts for such premium and sums of money whenever required by the Lessors without raising any objection.

of the sum of Rs.3,48,000/- (Rupees Three lacs Forty Eight thousand) only being the amount equivalent to one year's rent in respect of the demised premises in favour of the Lessors and the same shall be renewed in every year during the term of the lease. The Lessors shall be entitled to any lawful deduction against the bank guarantee and to enforce the same in term of the lease

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deed in case of breach of the covenants and/or default of payment of rent thereof subject to the terms contained in clauses hereinabove.

- 24. The Lessee further agrees to pay to the Lessors any tax or supplementary tax subject to the hearing of the objection which remain unpaid or is pending thereof.
- 25. The Lessee shall get its name mutated and recorded in the Municipal assessment record of the Kolkata Municipal Corporation and will bear all taxes and impositions in respect of the demised premises during the tenure of the lease.
- 26. The Lessee shall invest the proceeds of the debris and scrapped materials of the existing buildings in the demised premises for the construction of the new building/buildings in place and stead thereof.
- 27. The Lessee shall keep the said demised premises and the existing and/or new building in place and stead thereof in good order and condition at its own cost.

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- 28. The Lessee shall be entitled to use the said demised premises for itself as well as for its affiliates and/or associates and/or subsidiaries.
- 29. That the Lessee shall have the right to sub lease and/or sublet the said demised premises or any part or portion thereof to any one or more person on such terms and covenants and at such rent, premium or other consideration as the Lessee may deem fit and proper for the residual period of the lease.
- 30. From the date of execution of these presents the Lessee shall be entitled to receive, realise and collect all rents, issues and profit in respect of the said demised premises or any portions thereof in respect of the demised premises for the residual period of the lease.
- and hindrances including illegal occupation of any person or persons in the demised premises by due

FOR JAMES GLENDYE & CO. PYT LITE.

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process of law or through negotiation without, however, any interference of the Lessor.

the Kolkata Municipal Corporation for the building/buildings to be constructed on the demised premises in place and stead of the existing old and dilapidated buildings and shall do and cause to be done all acts, deeds and things which may be required to be done for the purpose by the Lessor, which shall stand ratified by the Lessor and shall furnish a true copy of such sanctioned plan with the Lessor for record.

III. AND THE LESSORS HEREBY COVENANT WITH THE LESSEE as follows:

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That the Lessee by payment the rent hereby reserved and also reserved under the Deed of Correction of Mutual Mistake in the Principal Lease Deed dated 21st December, 2000 performing and observing all the covenants and conditions herein contained and also reserved under the Deed of Correction of Mutual Mistake in the Principal Lease Deed dated 21st December, 2000 and on the part of

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the Lessee to be observed and performed may quietly hold use possess and enjoy the demised premises during the said term without any interruption by the Lessors or any person or persons claiming through them.

- ii] To pay such rates, taxes and levies if any as to be payable by the Lessors under the law which the Lessee has undertaken to pay as mentioned in Clause I of the Lessee's covenants hereinabove.
- iii) Subject as above in the event of the Lessors agreeing to repair the damage or injury and the Lessee desire to continue the lease the Lessee shall vacate the whole or such portion of the demised premises as may be required to enable the Lessors to repair or to restore them to their former state and condition and in such event the lease shall abate till such premises restored to its former condition or the damage repaired and the Lessee shall continue to pay the full rent from the date of such repairing to restoration.

iv) For the purposes of removal of the existing masonry buildings and structures from the demised premises,

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obtain sanction of building plan from the Kolkata and construction Municipal Corporation building/buildings and all matters connected therewith and incidental thereto the Lessee shall act as the Constituted Attorney of the Trust and the Trustees hereby undertake to ratify and confirm all acts, deeds and things lawfully done by the Lessee.

- v The Lessee may surrender the lease by a 3 months notice in writing.
- The Lessors as well as each of the trustees will be vi responsible for the execution of this deed of lease as agreed by and between the parties.
- Notwithstanding anything contained to the contrary, the vii Lessee continuing to pay the lease rental without default for a consecutive period of four months in a calendar year the lease shall not be terminated by or at the instance of the Trust and the Trustees hereby indemnify and keep the Lessee indemnified from all loss or damages that may be suffered by the Lessee as a consequences of

For JAMES GLENDYE & CO. PYT. LTD.

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any future litigation that may be initiated by the Trustees and/or any beneficiaries to the Trust estate concerning and/or affecting the Lease hereby granted and the rectification and clarification made thereto and undertake to do, execute and cause to be done and executed all lawful acts, deeds and things for giving and expressing further and better meaning and effect to this lease as and when required by the Lessee.

IV. AND IT IS HEREBY LASTLY AGREED BY AND BETWEEN THE LESSORS AND THE LESSEE as follows:

1. That in the even of the demised premises or any part thereof, being compulsorily acquired by government or by any local authority under any act for the time being in force this lease will be determined and the Lessors will be entitled to the compensation for the Lessor's share for the land as may be exclusively awarded to the Lessors and the Lessee will be entitled for the share of the Lessee's interest of such compensation arising from such acquisition as also the cost of construction of the building/buildings, furniture and fittings thereon as may

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be payable for the Government or acquiring authorities or any other competent authorities to the Lessee.

- 2. It being expressly agreed by and between the Lessee and the Lessors that if any term or condition is or are happened to be waived due to latches on the part of the Lessors, such waiver shall not extend or consented to extend any further.
- That any letter or notice addressed to Lessee sent under Registered Post at the demised premises will be treated as valid service upon the Lessee.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land containing an area of 2
Bighas, 13 Cottahs, 11 Chittacks and 23 Square feet be the
same a little more or less together with the existing brick built
messuage, tenements, hereditaments and premises containing
i) a partly five storied, partly four storied and partly three
storied building, (ii) a partly four storied and partly three
storied building, (iii) another partly three storied, partly two

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storied and partly one storied building, (iv) another partly three storied and partly two storied building, (v) another partly three storied and partly two storied and partly one storied building and (vi) one partly two storied and partly one storied building together with all out houses and other structures and all other building/buildings that may be constructed on the said demise land or on portion thereof in place and stead of the existing buildings above referred to at and being premises No. 6, Jawaharlal Nehru Road, Holding No. 27, Block No. XVI, in the North Division of the City of Kolkata, within the Local limits of the Kolkata Municipal Corporation, now under Police Station – New Market, Kolkata – 700 013 being butted and bounded in the manner as follows:-

On the North

Partly by premises No. 5, Jawahar Lal Nehru Road, Kolkata and partly by premises No. 40/40/1 to 40/5, 41 and 42, Moti Seal Street, Kolkata;

On the South

:By premises No. 7, Jawahar Lal Nehru Road, Kolkata;

On the East

:Partly by each of the premises No. 42 and 45, Moti Seal Street, Kolkata;

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:Partly by premises No. 5, Jawahar Lal

Nehru Road, Kolkata and partly by

Jawahar Lal Nehru Road, Kolkata;

the said premises is HOWSOEVER OTHERWISE OR identified, numbered, known, called and/or 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 LESSORS above named at Calcutta in the presence of:

Sd/-Bhola Nath Sarkar 127, C. R. Avenue Calcutta-73

 Sd/- Mohit Lal Seal Sd/-Mohan Lal Seal Sd/- Monoj Lal Seal 4. Sd/- Madan Lall Seal 5. Sd/- Narendra Lall Seal 6. Sd/- Kanto Lal Seal 7. Sd/- Dipen Mullick Sd/-Kaushik Mullick Sd/- Samar Mullick Sd/- Dulal Lal Seal

SIGNED SEALED AND DELIVERED

by the LESSEE above named at Calcutta in the presence of:

Sd/-G.R.Kothari 470 A, K Block New Alipore, Cal-53 Sanjit Kumar Singh Ram Hari Mistry Lane, James Glendye & Co. (P) Ltd. Sd/- Nand Kishore Bhargava Director

For JAMES GLENDYE & CO. PUT LTD

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According Registress
2 8 May

RECEIVED of and from the within named Lessee the within mentioned sum of Rs.40,00,000/- (Rupees Forty lacs) only as and by way of premium and/or donation money as aforesaid as per memo below:

Rs.40,00,000.00

MEMO OF CONSIDERATION

 Paid by Demand Draft bearing No.354250 dated 01.10.2000 drawn on Bank of Baroda, Calcutta.

Rs. 11,000.00

 Paid by Demand Draft bearing No.430359 dated 03.11.2000 drawn on Bank of Baroda, Calcutta.

Rs. 40,000.00

 Paid by Demand Draft bearing No.906432 dated 20.12.2000 drawn on Punjab National Bank Faridabad.

Rs. 9,00,000.00

 Paid by Demand Draft bearing No.084144 dated 20.12.2000 drawn on State Bank of Mysore, New Delhi.

Rs. 8,00,000.00

 Paid by Cashier's Cheque bearing No.247491 dated 20.12.2000 drawn on Deutsche Bank AG, New Delhi.

Rs. 8,04,000.00

 Paid by Demand Draft bearing No.906433 dated 20.12.2000 drawn on Punjab National Bank Faridabad.

Rs. 6,00,000.00

 Paid by Demand Draft bearing No.110508 dated 20.12.2000 drawn on Standard Chartered Bank, New Delhi.

Rs. 4,00,000.00

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For JAMES GLENDYE & CO. PUT LES

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Paid by Bankers Cheque bearing No.896827 dated 20.12.2000 drawn on State Bank of India, Calcutta.

Rs. 2,25,000.00

11. Paid by Bankers Cheque bearing No.896828 dated 20.12.2000 drawn on State Bank of India, Calcutta.

Rs. 1,60,000.00

Paid by Cheque bearing No.447472 dated 20.12.2000 drawn on Canara Bank, Calcutta.

Rs. 60,000.00

Total:

Rs.40,00,000.00

[RUPEES FORTY LACS ONLY]

WITNESSES:

Sd/- Mohit Lal Seal

Sd/-

Sd/-Mohan Lal Seal

Bhola Nath Sarkar

3. Sd/- Monoj Lal Seal

127, C. R. Avenue

4. Sd/- Madan Lall Seal

Calcutta-73

Sd/- Narendra Lall Seal

6. Sd/- Kanto Lal Seal

7. Sd/- Dipen Mullick

8. Sd/-Kaushik Mullick

9. Sd/- Samar Mullick

Sd/- Dulal Lal Seal

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Office Of the A. R. A. - II KOLKATA District:-Kolkata

Endorsement For Deed Number: 1 - 06479 of 2010 (Serial No. 05317 of 2010)

On 28/05/2010

Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 18.09 hrs on :28/05/2010, at the Private residence by Anil Kumar Seal Clampunt.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 28/05/2010 by

- Mobit Lall Seal
 Trustee, The Trust Estate Mutty Lall Seal, 127, Chittaranjan Avenue, Kol, Thana: Jorasanko, District Kolkuta, WEST BENGAL, India, P.O.: Pin: -700073.

 By Profession: Business
- Manoj Lalf Seal, son of , 127, Chittaranjan Avenue, Kol. Thana: Jorasanko, District: Kolkata, WEST BENGAL, India, P.O. - Pin :-700073 , By Caste Hindu, By Profession : Others
- Ashim Mullick: son of , 127, Chittaranjan Avenue, Kol, Thana: Jorasanko, District: Kolkata, WEST-HENGAL, India, P.O. - Pin >700073, By Caste Hindu, By Profession: Others
- Dibyendu Lall Seal, son of _ 127, Chittaranjan Avenue, Kol, Thana-Jorasanko, District.-Kolkuta. WEST BENGAL, India. P.O. :- Pin :-700073 , By Caste Hindu, By Profession : Others
- 5 Ivoti Lei Seal, son of . 127, Chittaranjan Avenue, Kol, Thana: Jorasanko, District: Kolkata, WEST HENCAL, India, P.O. Pin -700073, By Caste Hindu, By Profession : Others
- 5 Sanat Mullick, son of 127, Chittaranjan Avenue, Kol, Thana: Jorasanko, District: Kolkata, WEST BENGAL, India, P.O.: Pin -700073, By Caste Hindu, By Profession: Others
- Topan Kuamr Mullick, son of , 127, Chittaranjan Avenue, Kol, Thana: Jorasanko, District. Kolkata, WEST BENGAL, India, P.O. :- Pin :-700073, By Caste Hindu, By Profession : Others
- # Kishore Lai Seal, son of , 127, Chittaranjan Avenue, Kol, Thana: Jorasanko, District: Kolkata, WEST BENGAL, India, P.O. Pin -700073, By Caste Hindu, By Profession: Others
- Barun Lui Seal, son of , 127, Chittaranjan Avenue, Kol, Thana: Jorasanko, District: Kolkata, WEST BENGAL, India, P.O.: Pin -700073, By Caste Hindu, By Profession; Others
- 10 Anil Kumar Seat

Director, M/s James Glendye & Company Private Limited, 6, J N Road, Kol, Thana:-New Market, District:-Kolkata, WESTSENGAL, India, P.O. :- Pin :-700013.

By Profession

Identified By Sholanath Sarkar, son of - 127 C R Avenue, Kol. District -Kolkata, WEST BENGAL, India. P.O. 100 Market Hindu, By Profession Others.

29.05.10 (Tarak Baran Mukherjee)

ADDL. REGISTRAR OF ASSURANCES-11

EndorsementPage 1 of 3





Government Of West Bengal Office Of the A. R. A. - II KOLKATA District:-Kolkata

Endorsement For Deed Number: 1 - 06479 of 2010

(Serial No. 05317 of 2010)

(Torak Baran Mukherjee) ADDL REGISTRAR OF ASSURANCES-II

On 29/05/2010

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 35(a),35(b),5 of Indian Stamp Act 1899.

Payment of Fees:

Fee Paid in rupees under article : A(1) = 43989/- , E = 7/- , A2(a) = 20251/- on 29/05/2010

Deficit stamp duty

Deficit stamp duty

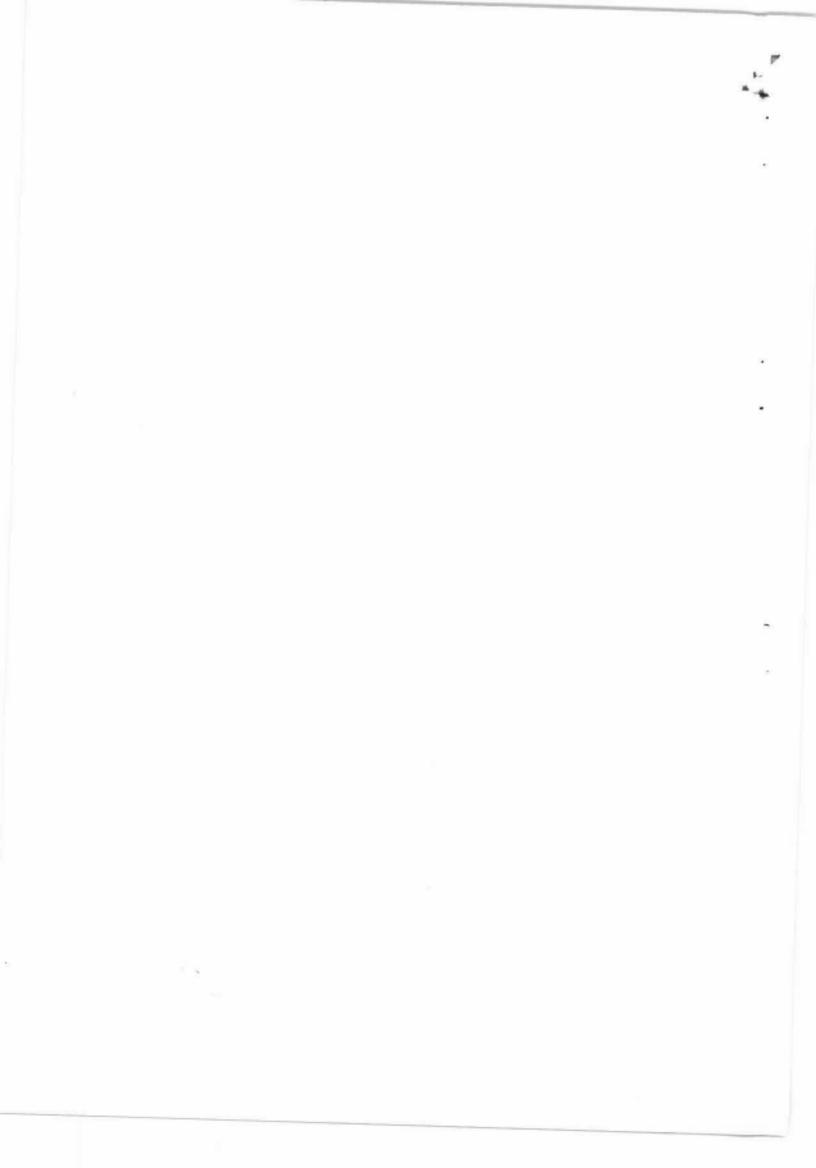
- 1 Rs. 49000/- is paid04311227/05/2010State Bank of India, CALCUTTA MAIN BRANCH, received on 29/05/2010
- 2. Rs. 49000/- is paid04310627/05/2010State Bank of India, CALCUTTA MAIN BRANCH, received on 29/05/2010
- 3. Rs. 49000/- is paid04310527/05/2010State Bank of India, CALCUTTA MAIN BRANCH, received on 29/05/2010
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 - 6. Rs. 49000/- is paid04310827/05/2010State Bank of India, CALCUTTA MAIN BRANCH, received on 29/05/2010
 - 7 Hs. 49000/- is paid04311027/05/2010State Bank of India, CALCUTTA MAIN BRANCH, received on 29/05/2010
 - 8. Rs. 49000/- is paid04311127/05/2010State Bank of India, CALCUTTA MAIN BRANCH, received on 29/05/2010
 - 3 Fts 49000/- is paid04317527/05/2010State Bank of India, CALCUTTA MAIN BRANCH, received on 29/05/2010

10 Rs. 49000/- is paid04311427/05/2010State Bank of India, CALCUTTA MAIN BRANCH, received on 29/05/2010

> 29.05.10 (Tarak Baran Mukherjee) ADDL. REGISTRAR OF ASSURANCES-11

EndorsementPage 2 of 3

29/05/2010 13:05:00





Government Of West Bengal Office Of the A. R. A. - II KOLKATA District:-Kolkata

Endorsement For Deed Number: 1 - 06479 of 2010

(Serial No. 05317 of 2010)

11 Rs. 42786/- is paid04311327/05/2010State Bank of India, CALCUTTA MAIN BRANCH, received on 29/05/2010

(Tarak Baran Mukherjee) ADDL_REGISTRAR OF ASSURANCES-II



29.05./0 (Tarak Baran Mukherjee)
ADDL REGISTRAR OF ASSURANCES-II

EndorsementPage 3 of 3



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 19 Page from 2071 to 2140 being No 06479 for the year 2010.



(Tarak Baran Mekherjee) 29-May-2010 ADDL. RESISTRAR OF ASSURANCES-II Office of the A. R. A. - II KOLKATA West Bengal

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Additional Regional Asserances-II, K. 2 8 MAY 2010

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DATED THIS 21" DAY OF DECEMBER, 2000

BETWEEN

MOHAN LAL SEAL & ORS.

LESSORS

AND

JAMES GLENDYE & COMPANY (P)
LIMITED

LESSEE

DEED OF LEASE

DEBJANEE CHAKRAVARTY

Advocate Sealdah Police Court 2nd Floor, Room No.201



DATED THIS DAY OF MAY, 2010

DEED OF RECTIFICATION OF MUTUAL MISTAKES IN THE PRINCIPAL LEASE DEED_DATED DECEMBER 21, 2000

BY

MUTTY LALL SEAL TRUST ESTATE.

LESSORS

In favour of

M/S. JAMES GLENDYE & COMPANY PRIVATE LIMITED

LESSEE

SHAKEEL MOHAMMED AKHTER
ADVOCATE

C/O. SOMENATH BOSE, ADVOCATE,
6, OLD POST OFFICE STREET,
GROUND FLOOR, ROOM NO. 50,
KOLKATA-700 001.