

ARA II



01DD 037085

Stamp duty under Section 118 of the Indian Stamp Act-1902  
under the Indian Stamp Act-1902  
as amended by W. Bengal  
Stamp Amendment Act-1983  
Schedule IA No. ...  
The duty is paid by ...

*[Handwritten signature]*

Additional Registrar of Assurances  
Calcutta

*[Handwritten notes:]*  
Admitted to  
Registration  
14  
55531  
13/3/2001

**DEED OF LEASE**

**THIS INDENTURE** made this 21st day of December Two  
Thousand **BETWEEN** (1) MOHAN LAL SEAL, (2) MONOJ LAL  
SEAL, (3) MOHIT LAL SEAL, (4) MADAN LAL SEAL, (5) KANTO  
LAL SEAL, (6) NARENDRA LAL SEAL, (7) DULAL LAL SEAL,

*[Handwritten signature]*

**JAMES GLENDY & CO. PVT. LTD.**

*[Handwritten signature]*  
**Director.**

*[Handwritten notes:]*  
55517  
14  
55531

*[Handwritten notes:]*  
857

*[Handwritten notes:]*  
10-47-606  
5047606  
85517

24198.

James Glendyl & Co. (P) Ltd.,  
6, Jawaharlal Nehru Rd.,  
Calcutta 13.

18/12/2000.

RV

3,00,000  
5,000

3,05,000 / PM

28/12/2000  
Maha Seal

Maha Seal  
greatest

Additional Registrar of Assurances  
Calcutta 21/12/00

Maha Seal  
Maha Seal

Maha Seal  
Maha Seal  
Maha Seal  
Maha Seal

Maha Seal

Maha Seal  
Maha Seal  
Maha Seal  
Maha Seal

Maha Seal

Maha Seal  
Maha Seal

Maha Seal  
Maha Seal  
Maha Seal  
Maha Seal

Maha Seal

Kaushik Mallik  
James Glendyl & Co. Pvt. Ltd.

Hand Kishu Bhunia  
Director.

Bhola Nath Sunka  
Son of Lali Surendra Nath Sunka  
127, C.R. Avenue  
Calcutta - 73; SE 13 VILE

Additional Registrar of Assurances  
Calcutta 21/12/00  
Maha Seal  
Maha Seal

Maha Seal  
Maha Seal  
Maha Seal



01DD 037086

*Handwritten notes in Hindi, partially legible.*

*Handwritten notes in Hindi, partially legible.*

2

*S. Mullick* (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

*Handwritten signature/initials.*

JAMES GLENDY & CO. PVT. LTD.

*Handwritten signature: Nand Kishore Bhargava*  
Director.

24198.

James Glendyl & Co. (P) Ltd.  
6, Jawaharlal Nehru Rd,  
Cal. 13.

18/12/2000

R

3,00,000  
5,000  
3,05,000

Dhulal Kulkarni

Having Visited the residence

of Sri Kulkarni

at 470 A, K Block

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

at Calicut

Identified by G. Kulkarni  
8/10 date Kulkarni - each Kulkarni  
470 A, K Block  
New Alipore  
Cal. 13.  
for profit business



Additional Registrar of Assurances  
Calcutta  
22/12/00

Additional Registrar of Assurances  
Calcutta  
21/12/00



01DD 037087

3

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 and assigns) of the **ONE PART AND JAMES GLENDY & COMPANY (P) LIMITED**, a company

*[Signature]*  
**JAMES GLENDY & CO. PVT. LTD.**

*Hand Kishore Bhargava*  
**Director.**

24198.

James Stendyl & Co. (P) Ltd.  
6, Jawahar Lal Nehru Rd,  
Calcutta.

18/12/2000.

3,00,000	→
5,000	→
<hr/>	
3,05,000	→



Additional Registrar of Assurances  
Calcutta



01DD 037088

4

incorporated under the provision of the Companies Act, 1956, having its registered office at 6, Jawaharlal Neheru 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, etc.) of the **OTHER PART**.

JAMES GLENDY & CO. PVT. LTD.

Hand Kishore Bhargava  
Director.

24188

James Glendyl & Co. (P) Ltd.  
6, Jawaharlal Nehru Rd.,  
Calcutta.

18/12/2000

N

3,00,000	→
5,000	→
<hr/> 3,05,000	→

International Registrar of Associations  
Calcutta





01DD 037089

5

**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

**JAMES GLENDYE & CO. PVT. LTD.**

*Mand Kishore Bhargava*  
**Director.**

24188.

James Glendyl & Co, (P) Ltd,  
6, Jawaharlal Nehru Rd,  
Cat-B.

18/12/2000.

22

3,00,000  
5000  

---

3,05,000



Registrar of Assurances  
Calcutta



01DD 037090

6

the existing lease, dated the 31<sup>st</sup> 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) Monoj Lal Seal, (3) Mohit Lal Seal,

JAMES G. D.

Manoj Kishore Bhargava  
Director.

24198.

James Glendy & Co. (P) Ltd.  
6, Jawaharlal Nehru Rd,  
Cal-13.

18/12/2000

~~18~~

3.00.000	→
5.000	→
<hr/>	
3.05.000	→

REGISTRAR OF

Registrar of Assurances  
Calcutta



01DD 037091

7

(4) Rajendra Nath Mullick, (5) Ganesh Chandra Mullick, (6) Sankar Nath Mullick, (7) Dulal Lal Seal, (8) Jyoti Lal Seal, (9) Sankar Lal Seal and (10) Dwarika Nath Sein, all the then Trustees to the Trust Estate of Mutty Lal Seal in favour of Deepak Bhargava son of Prithivi Nath Bharagava

**JAMES GLENDYE & CO. PVT. LTD.**

*Kishore Bhargava*  
**Director.**

24198

James Glendy & Co. (P) LTD.  
6, Jawahar Lal Nehru Rd,  
Calcutta 13.

18/12/2000.

R

3,00,000	→
5,000	→
<hr/>	
3,05,000	→



Registrar of Assurances  
Calcutta



01DD 037092

8

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 building; (2)

**JAMES GLENDY & CO. PVT. LTD.**

Hand *Kishore Bhargava*  
**Director.**

24188

James Glendyl & Co. (P) Ltd.  
6, Jawahar Lal Nehru Rd,  
Cat-13.

18/12/2000

*Handwritten mark*

3.00.000	→
5.000	→
<hr/>	
3.05.000	→

*Faint, illegible text in the background*



*Handwritten signature*

Additional Registrar of Companies  
Calcutta





01DD 037093

9

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

**JAMES GLENDYE & CO. PVT. LTD.**

*Hand* *Kishore Bhargava*  
**Director.**

24198

James Glendyl & Co. (P) Ltd.  
6, Jawaharlal Nehru Rd,  
Cat-13.

R

18/12/2000.

	3,00,000	→
	5,000	→
←	<u>3,05,000</u>	→



Registrar of Assurances  
Calcutta



01DD 037094

10

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 -

**JAMES GLENDYE & CO. PVT. LTD.**

*Manoj Krishna Bhargava*  
**Director.**

24198

James Glendy & Co. CP/HA.  
6, Jawaharlal Nehru Rd,  
Cal-13.

18/12/2000

3,00,000  
5,000  

---

3,05,000

International Registrar of Assurance  
Calcutta



01DD 037095

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 1<sup>st</sup> day of January 1980 at the monthly lease rent and on the terms and conditions therein contained on 31<sup>st</sup> December 2000 by efflux of time.

*[Handwritten signature]*

**JAMES GLENDY & CO. PVT. LTD.**

*Handwritten signature: Mand Kishore Bhargava*  
**Director.**

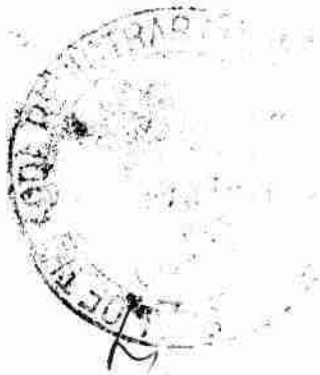
24178.

James. Glendyl & Co. (P) Ltd.  
6, Jawaharlal Nehru Rd,  
Cal-13.

18/12/2000.

R

3,00,000  
5,000  
-----  
3,05,000



National Registrar of Assurances  
Calcutta



01DD 037096

**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 71 years for the interest and benefit of the said trust estate.

**JAMES GLENDYE & CO. PVT. LTD.**

*Hand* *Kishore Bhargava*  
**Director.**

24198:  
James Glendyl & Co. (P) Ltd.  
6, Jawaharlat Nehru Rd,  
Cat-13.

18/12/2000.

*RV*

3,00,000  
5,000  

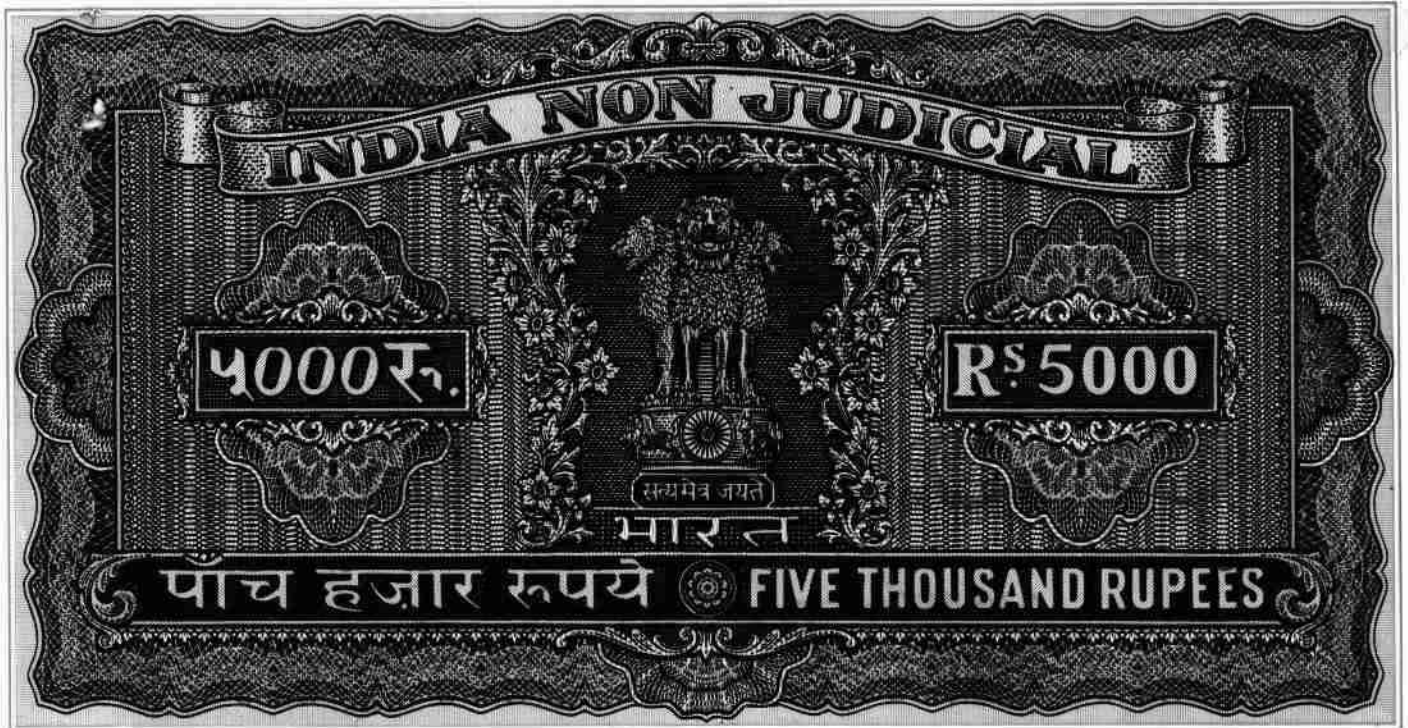
---

3,05,000



Registrar of Assurances  
Calcutta





**AND WHEREAS** the Lessee has agreed with effect from 1<sup>st</sup> January 2001 subject to take a lease of the said demised premises from the Lessors for a period of 71 years with effect from 1<sup>st</sup> 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.

*[Signature]*  
**JAMES GLENDY & CO. PVT. LTD.**

*Kishore Bhargava*  
**Director.**

24188.  
James Glendy & Co. (Pvt)  
6, Jawahar Lal Nehru Rd,  
Calcutta

18/12/2000.

AV

3,00,000/-  
5,000/-  

---

3,05,000/-



National Register of Assurance  
Calcutta

**AND WHEREAS** offered to its terms and conditions with its intention to obtain the said demised premises on long term lease subject to the terms and conditions as per the offer of the Lessors, by a Registered Lease Agreement dated 10<sup>th</sup> 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 WITNESSETH** that in consideration of premium and/or donation of Rs.40,00,000/- (Rupees Forty lacs) only paid by the Lessee to the Lessors (the receipt whereof the Lessors herein do hereby as well as by receipt hereunder written admit and acknowledge the same and from the payment of the same and every part thereof the properties hereby intended to be lease), and the Rs.51,000/- (Rupees Fifty One thousand) only already paid by the Lessee to the Lessors by the said agreement for grant of lease registered at Registrar of Assurance, Calcutta dated 10<sup>th</sup> November, 2000 in two Bank Drafts one for Rs.40,000/- (Rupees Forty thousand) only Being No.430359 drawn on Bank of Baroda dated 3<sup>rd</sup> November, 2000 and the another for Rs.11,000/- (Rupees Eleven thousand) only being No.354250 drawn on Bank of Baroda dated 1<sup>st</sup> October, 2000 and remaining balance of Rs.39,49,000/- (Rupees Thirty Nine lacs Forty Nine thousand) only paid by the Lessee to the Lessors at the time of execution and registration of this indenture and in consideration of rent by reserved at Rs.31,000/- (Rupees Thirty One thousand) only and ALL THAT land together with the buildings and structures with the land thereunto

**JAMES GLENDY & CO. PVT. LTD.**

*Hand* *Kishore Bhargava*  
 Director.



L  
National Register of Historic Places  
Chicago

belonging therein or on part thereof the same are erected and built, situated, lying at and being the premises No.6, Chowringhee Road, presently known as No.6, Jawaharlal Neheru Road, in the City of Calcutta – 700 013 more fully described in the Schedule hereunder written and (hereinafter called “the Leasehold Demised Premises”) **TO HAVE AND TO HOLD** the leasehold demised premises or expressed so to be unto the Lessee for the terms of 71 years commencing from the 1<sup>st</sup> day of January, 2001 and ending on the 31<sup>st</sup> day of December 2071 A.D. yield and paying thereof unto the Lessors during the said term the monthly rent of Rs.31,000/- (Rupees Thirty One thousand) only and the progressive rate of the monthly rent hereinafter mentioned on or before the 7<sup>th</sup> day of each and every current month as per English Calendar month in advance which will be payable without any deduction or abatement whatsoever on any account unless it is provided by any law.

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

1. 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.

**JAMES GLENDY & CO. PVT. LTD.**

*Handwritten signature: Nand Kishore Bhargava*  
**Director.**



Additional Registrar of Companies  
Calcutta

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 7<sup>th</sup> 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, such monthly rent shall be increased and/or enhanced with the expiry of every five years at the rate of 5% on the existing monthly rent as mentioned hereinafter.
  
3. To maintain and to keep the existing 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 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.

  
**JAMES GLENDY & CO. PVT. LTD.**

Naval Kishore Bhargava  
Director.

---



L

Additional Registrar of Assurances  
Calcutta



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 outflow of water through rain water pipes and also in case of an occurrence of any contagious or infectious disease in the demised premises to clear or disinfect the demised premises or any part 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 bye-law 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).

*[Signature]*  
**JAMES GLENDYNE & CO. PVT. LTD.**

*Hand*

*Kishore*  
 Director

*12 hangare*

6  
Additional Registrar of Companies  
Calcutta

6. To make such additions and alterations in the demised premises as may be necessary to suit Lessee's requirement without causing any damage to or in any way deteriorating the value of the Lessors property with the consent of the Lessors in writing and such additions and alterations shall become the property of the Lessors and the Lessee shall not be entitled to remove them at any time or on before the termination or sooner determination of the Lease. The Lessee shall not make any new construction or building within the demised premises without the consent of the Lessors and to protect the interest of the Lessee the Lessors will grant consent in writing to rebuild the building in cases of irreparable damages by cause of uncontrollable incident or in cases of inhabitable conditions of the buildings by natural wear and tear.
7. To use the demised premises or permit the same to be used only for the purpose of residence and for business including setting up and running of the printing presses or as mutually agreed between the parties time to time.
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

  
**JAMES GLENDY & CO. PVT. LTD.**

Nand Kishore Bhargava  
Director



5

Additional Registrar of Assurances  
Calcutta

any heavy articles and or machinery on the roofs or floors of the demised premises.

9. 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 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

JAMES GLENDY & CO. PVT. LTD.

*Hand* *Kishore Bhargava*  
Director.



6

Additional Register of Courses  
Courses

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 for use connection with the several departments of the Lessee's business as printers lithographers photolith printers and block markers.

13. 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

*JAMES GLENDY & CO. PVT. LTD.*

*Hand*

*Kishore Bhargava*

*Director.*



National Register of Historic Places  
Gaines



notice well in advance in writing or leaving in the said demise premises 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 inventories 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.
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

**JAMES GLENDY & CO. PVT. LTD.**

*Hand* *Kishan Bhargava*  
 Director



Additional Registrar of Assurances  
Calcutta

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 containd to the contrary notwithstanding and the Lessee will deliver peaceful possession to the Lessors. Further the Lessors may re-enter into and upon 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

**JAMES GLENDY & CO. PVT. LTD.**

*Nand Kishore Bhargava*  
**Director.**



৫

National Registrar of Assurances  
Calcutta

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 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.

**JAMES GLENDY & CO. PVT. LTD.**

*M and Kishore Bhargava*  
**Director.**



K

National Register of Assassinations  
Calcutta

22. The Lessee shall during the term hereby granted keep the building structures comprised in the demised 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.
23. The Lessee shall furnish a bank guarantee to the extent 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 deed in case of breach of the covenants and/or default of payment of rent thereof subject to the terms contained in clauses hereinabove.

  
JAMES GLENDYK & CO. PVT. LTD.

Hand Kishore Bhargava  
Director



Registrar of Assurances  
Calcutta



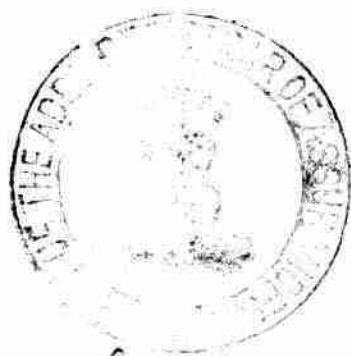
24. The Lessee further agrees to pay to the Lessors any tax or supplementary tax subject to the hearing of the objection which remain unpaid or is pending thereof.

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

- i] That the Lessee by payment the rent hereby reserved performing and observing all the covenants and conditions herein contained and on the part of 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] And that in the event of the demised premises or any part thereof being materially damaged or destroyed by earthquake, tempest or other acts of God fire or any irresistible force not caused by any act or default on the part of the Lessee or servants agents or workmen so as to render the demised premises or any part thereof substantially and permanently unfit for the purpose for which it was let this lease shall at the option of both the parties be void but

**JAMES GLENDY & CO. PVT. LTD.**

Hand *Kishore Bhargava*  
**Director.**



L

Additional Registrar of Assessments  
Calicut

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.

- vi] The Lessee may surrender the lease by a 3 months notice in writing.
- v] The Lessors as well as each of the trustees will be responsible for the execution of this deed of lease as agreed by and between the parties.

**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 and the buildings and houses with

**JAMES GLENDY & CO. PVT. LTD.**

*Hand* *Kishore Bhargava*  
Director.



K

Additional Registrar of Assurance  
Calcutta

all structures, articles fixtures and fittings and fittings now standing or hereinafter to be constructed by the Lessee and also such other compensation 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 may 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 laches on the part of the Lessors, such waiver shall not extend or consented to extend any further.
3. 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 THOSE brick built message tenements hereditament and premises containing (1) partly five storied, partly four storied and partly three storied 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)

JAMES GLENDY & CO. PVT. LTD.

Mand Kis hne Bhargava  
Director.



*L*

Assistant Registrar of Companies  
Coimbatore

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 the land containing an area of 2 Bighas 13 Cottahs 11 Chittacks and 23 Square Feet little more or less situated lying at and being Municipal Premises No.6, Chowringhee Road now known as No.6, Jawaharlal Neheru Road recorded as Block No.XVII, Holding No.27, in the North Division of the city of Calcutta, butted and bounded in the manner following that is to say –

ON THE NORTH : Partly by Premises No.5, Jawharlal Neheru Road, Calcutta and partly by Premises No.40/40/1 to 40/5, 41 and 42, Moti Sil Street;

ON THE SOUTH : By Premises No.7, Jawharlal Neheru Road, Calcutta;

ON THE EAST : Partly by each of the Premises No.42 and 45, Moti Sil Street;

ON THE WEST : Partly by the Premises No.5, Jawharlal Neheru Road and partly by Jawharlal Neheru Road.

MORE FULLY delineate in the Plan hereto annexed.

JAMES GLENDY & CO. PVT. LTD.

Mand

Kishan Bhargava  
Director



*L*

Assistant Registrar of Assurances  
Colombo



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 :

Bhola Nath Senar  
127, C.R. Avenue  
Calcutta - 73

Mohit Ranjan  
Mohannanand

Mangaladul

Madan Lal Seal.

Narayan Seal.

Kantabhol Seal

Shri Mick.

Kaustik Mallik

Amar Nath Mukherjee

**SIGNED SEALED AND DELIVERED**  
by the LESSEE above named at  
Calcutta in the presence of :

L. K. Waman  
470 A. K. Block  
New Alipor Cal 53

Sanjit Kumar Singh  
6. Ram Hari Mistry Lane  
Cal. 13.

Dalal all Seal.

**JAMES GLENDY & CO. PVT. LTD.**

Hand Krishna Bhargava  
Director.



d. 22/12/2009

Assistant Registrar of Assurances  
Calcutta

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

1. Paid by Demand Draft bearing No.354250 dated 01.10.2000 drawn on Bank of Baroda, Calcutta.	Rs. 11,000.00
2. Paid by Demand Draft bearing No.430359 dated 03.11.2000 drawn on Bank of Baroda, Calcutta.	Rs. 40,000.00
3. Paid by Demand Draft bearing No.906432 dated 20.12.2000 drawn on Punjab National Bank, Faridabad.	Rs. 9,00,000.00
4. Paid by Demand Draft bearing No.084144 dated 20.12.2000 drawn on State Bank of Mysore, New Delhi.	Rs. 8,00,000.00
5. Paid by Cashier's Cheque bearing No.247491 dated 20.12.2000 drawn on Deutsche Bank AG, New Delhi.	Rs. 8,04,000.00
6. Paid by Demand Draft bearing No.906433 dated 20.12.2000 drawn on Punjab National Bank, Faridabad.	Rs. 6,00,000.00
7. Paid by Demand Draft bearing No.110508 dated 20.12.2000 drawn on Standard Chartered Bank, New Delhi.	Rs. 4,00,000.00
8. Paid by Bankers Cheque bearing No.896827 dated 20.12.2000 drawn on State Bank of India, Calcutta.	Rs. 2,25,000.00
9. Paid by Bankers Cheque bearing No.896828 dated 20.12.2000 drawn on State Bank of India, Calcutta.	Rs. 1,60,000.00
10. Paid by Cheque bearing No.447472 dated 20.12.2000 drawn on Canara Bank, Calcutta.	Rs. 60,000.00
	<u>Rs. 40,00,000.00</u>

[RUPEES FORTY LACS ONLY]

WITNESSES :

*Bhola Nath Senan*

~~JAMES GLENDY & CO. PVT. LTD.~~

*Kantohal Sen*

~~Director~~

*Madan Lal Sen*

*Motilal Sen*

*Nand Lal Sen*

*Mangal Sen Kaushik Malik*

*Dulal Lal Sen*

*Sanjay Sen*

*Sanjay Sen*



*K. M. M. M. M.*

**Additional Registrar of Assurances**  
**Scientific**


2

186  
37  
310-339  
1236  
200

DATED THIS 21<sup>st</sup> DAY OF December 2000

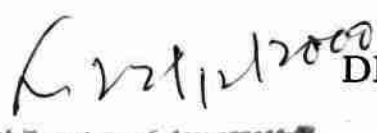


BETWEEN  
MOHAN LAL SEAL & ORS.  
LESSORS  
  
AND  
JAMES GLENDY & COMPANY (P)  
LIMITED  
  
LESSOR

  
Mohan Lal Seal  
Calcutta  
26-3-01

**DEED OF LEASE**



  
DEBJANEE CHAKRAVARTY  
Advocate  
Sealdah Police Court  
2<sup>nd</sup> Floor, Room No.201  
Additional Registrar of Assurances  
Calcutta

24/1/2000