

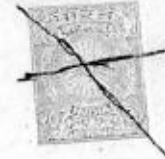
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THIS INDENTURE made this 25th day of March One thousand Nine Hundred and Eighty one BETWEEN MESSRS. MRINALINI PROPERTIES & MERCANTILE COMPANY PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at No. 20, Gariahat Road, within the Municipal limits of Calcutta, hereinafter referred to as "the LESSOR" (which expression shall unless excluded by or repugnant to the context mean and include its successor or successors-in-interest, representatives and assigns) of the ONE PART AND PUSHPAK COMMERCIAL COMPANY LIMITED, a company registered under the Companies Act, 1956 and having its registered office at No.33/1, Netaji Subhas Road, in the town of Calcutta herein after referred to as "the LESSEE" (which expression shall unless excluded by or repugnant to the context include its successor or successors-in-interest, representatives and assigns) of the OTHER PART:

W H E R E A S :

1. At all material times the Lessor was and had been until as hereinafter mentioned seised and possessed and/or otherwise sufficiently entitled to as an absolute estate of inheritance to All That messuages lands hereditaments and premises comprising of a ...

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No. 25-387
Date 23/3/81



Presented for registration of
on the 25th day of March 1981

by Bikash Kamal Banerjee
Executive

Stamp of Registrar

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Bikash Kamal Banerjee

Bikash Kamal Banerjee
Director

- 1) Bikash Kamal Banerjee
Director of Mineraline Properties
& Mercantile Co. Pvt. Ltd.
- 2) Suresh Kumar Sekhsaria
- 2) Ghanshyam Das Gupta
Joint-director of Pushpak
Commercial Co. Ltd.
allot 20, Gariahat
Director Cal. Cal.

Signature

Thumb impression of the
executive

G. K. Desai

Sukunde Kumar Mukhopadhyay
Director
Associate

Sukunde Kumar
Mukhopadhyay, Advocate
Hephkemb, Cal.

25-387



of a double storied main building, Durwan's quarter, lawns, gardens, outhouses etc. covering an area of 1 Bigha 18 Cottahs 11 Chittacks and 14 Sq.ft. be the same a little more or less being municipal premises No. 7, Loudon Street in the town of Calcutta more particularly described in the schedule hereunder written (and hereinafter for the sake of brevity referred to as "the said premises") subject to a monthly tenancy in respect of the demarcated part or portion thereof comprising of the said main building and Durwan's quarter therein in favour of Mrs. Flora ^{Elias} & Ors. and subject to an equitable charge created by the Lessor in favour of the United Bank of India, Gariahat Branch, Calcutta and the lien arising out of a claim of M/s. Prime Products Ltd. for monies advance for acquisition and/or perfecting the title of the Lessor to the said premises but otherwise free from all encumbrances and liabilities.

2. By an Indenture of Lease dated the 28th day of February, 1981 and made between the Lessor (therein also referred to as the Lessor) of the One Part and the Lessee (therein also referred to as the...

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as the Lessee) of the Other Part in consideration of the sums therein mentioned paid as and by way of premium and of the annual rent and the terms, conditions and covenants to be paid observed and performed by the Lessee, the Lessor granted and demised unto and in favour of the Lessee the paid premises for a term of 99 years comencing from the 28th day of February, 1981 as will more fully appear from the said Indenture of Lease.

3. Upon the treaty of the said demise or lease it was also agreed by and between Lessor and Lessee that the Lessee shall have the option of renewals of the said lease for two successive terms of 99 years each upon giving three months notice in writing before the expiration of term thereby created and of the term contemplated by the first renewal thereof on the same terms and conditions as therein contained and upon exercise of any-one or more of such options the Lessor would execute and register at the costs of the Lessee their requisite, Deeds of Lease for the renewal period of 99 years each at the same rent and on the same terms and conditions as therein contained

4. The foregoing provision relating to the option of renewals was duly incorporated in the draft of the said Indenture of Lease and was approved by the Lessor and the Lessee as will appear from the copy thereof submitted with the application of the Lessor under Section 230A(1) of the Income Tax Act, 1961 wherein sub-clause(e) of clause (5) of the covenants reads as hereunder following :-

" e) The Lessee shall have the option of renewals of this lease for two successive terms of ninety-nine years each upon giving three months' notice in writing before the expiration of the term hereby created and of the term contemplated by the first renewal thereof on the same terms and conditions as are herein contained and upon exercise of any one or more of such options, the Lessor shall execute and register at the costs of the Lessee the requisite Deeds of Lease...



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Filed by Lease for the renewal period of ninety-nine years each at the same rent and on the same terms and conditions as herein contained."

6. Through inadvertance mistake and over-sight the said sub-clause (e) of clause 5 of the covenants-hereinbefore set out was omitted from the original Indenture of Lease as typed out and executed by the parties hereto and present for and registered on the 28th day of February, 1981.

7. The parties hereto have agreed that the mistake and/or omission referred to above be rectified so as to express and record the true, full and exact terms agreed upon between the parties.

8. The Lessee has further requested to the Lessor to release and transfer the reversion or reversions, remainder or remainders expectant on the term thereby granted and remaining vested in the Lessor and all the right, title, interest, claim and demand of the Lessor (the value whereof is estimated at Rs. 101/- (Rupees One hundred one only) which the Lessor has agreed to do as hereinafter appearing.

NOW THESE PRESENTS WITNESS and it is hereby agreed and declared by and with the consent of the parties hereto as follows :-

(a) That the said Indenture of Lease dated the 28th day of February, 1981 (hereinafter referred to as the Principal Deed) be rectified and corrected by inserting in the Lessor's Covenants as Sub-clause (e) after the Sub-clause (d) of Clause (5) and before the clause 6 of the Principal Deed the paragraph following :-

" e) The Lessee shall have the option of renewals
of

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of this Lease for two successive terms of ninety-nine years each upon giving three months' notice in writing before the expiration of the term hereby created and of the term contemplated by the first renewal thereof on the same terms and conditions as are herein contained and upon exercise of any one or more of such options, the Lessor shall execute and register at the costs of the Lessee the requisite Deeds of Lease for the renewal period of ninety-nine years each at the same rent and on the same terms and conditions as herein contained."

b) that the said Principal Deed shall always be read and construed and be deemed to be read and construed rectified and corrected as aforesaid as if the said paragraph or Sub-clause (e) aforesaid had been inserted therein originally and save rectified, corrected and/or amended as aforesaid the said Indenture of Lease dated the 28th day of February, 1981 shall remain in full force and virtue.

And these presents further Witness that in pursuance of the said agreement and in consideration of the premises the said Mrinalini Properties and Mercantile Company Private Limited doth hereby release relinquish assign and assure unto and in favour of the Lessee all that the reversion or reversions, remainder or remainders and the inheritance in fee simple of the Lessor of and in All That the messuages, lands, hereditaments and premises comprising of a double storied main building, Darwans quarter, lawn, out houses etc. being premises No.7, Loudown Street in the town of Calcutta

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more particularly described in the schedule hereunder written and hereinafter referred to as the "said premises" expectant on the term granted by the said Indenture of Lease dated the 28th day of February, 1981 and all right title and interest of the Lessor remaining vested in it of and in the said premises to the intent that the term created by the said Indenture of Lease shall and may absolutely merge and be extinguished in the fee simple and inheritance of the said premises to the end and intent that the said Mrinalini Properties and Mercantile Company Private Limited shall have no further or other claim or demand in upon or against the said premises.

And the Lessor covenant with the Lessee that the Lessor has not been party or privy to any act deed or thing whereby or by reason whereof the said premises hereby released can or may be encumbered or affected in title or estate howsoever.

THE SCHEDULE ABOVE REFERRED TO:

10/11/81
 ALL THAT upper roomed messuages tenement or dwelling house hereditaments and premises together with the piece or parcel of revenue redeemed land or ground thereunto belonging whereon or on part whereof the same is erected and built containing by estimation an area of one Bigha Eighteen Cottahs Eleven Chittacks and Fourteen Square Feet be the same a little more or less situate lying at and being premises No.7, Loudon Street in the South Division of the town of Calcutta and butted and bounded as ~~follows~~ follows, namely on the North by premises No. 6, Loudon Street aforesaid on the South by No.7/1, Loudon Street on the East by Loudon Street and on the West by premises No. 4, Outram Street.

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IN WITNESS WHEREOF the PARTIES hereto have hereunto executed these presents the day month and year first above Written.

THE COMMON SEAL OF THE LESSOR has hereto been affixed pursuant to resolution passed at the meeting of its Board of Directors held on the 24th day of March 1981 by Sri Bikesh Kumar Benerjee one of the Directors of the Company who have also executed these presents at Calcutta in the presence of :-

v. Nam atongke
Solicitor & Advocate
Sukhendu Kumar Mukhopadhyay
Advocate
ant to Messrs P. S. Himat Singh & Co
Solicitors & Advocates.
6, 1st post office Street
Calcutta.

SHIBPRAK COMMERCIAL COMPANY (P) LTD
Bikesh Kumar Benerjee
Director.

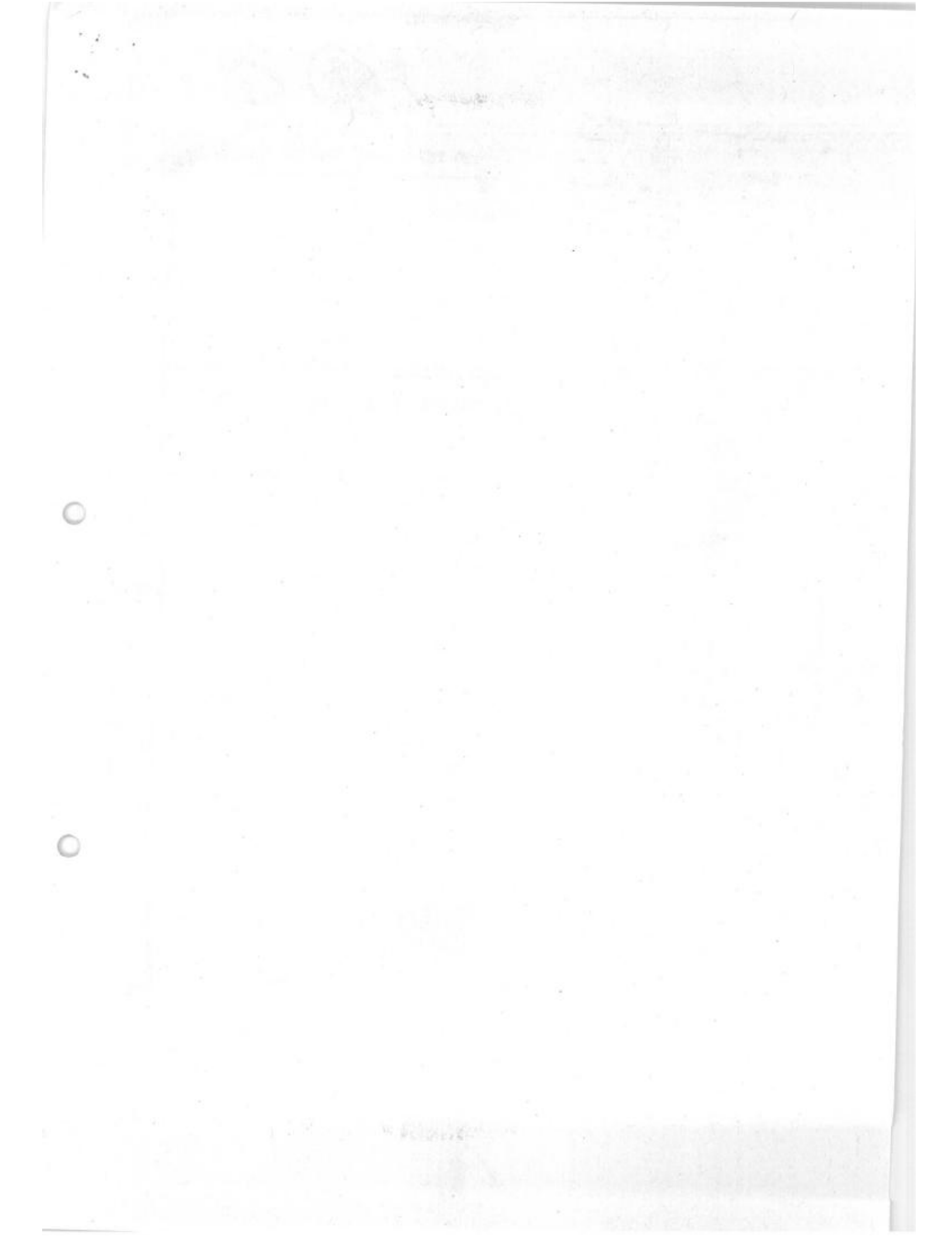
THE COMMON SEAL OF THE LESSEE has hereunto been affixed pursuant to resolution passed at the meeting of its Board of Directors held on the 24th day of March 1981 by Sri Dinesh Kumar Sekaria and Sri Shaukyan Das Gupta Director of the Company who have also executed these presents at Calcutta in the presence of :-

v. Nam atongke
Solicitor & Advocate
Sukhendu Kumar Mukhopadhyay
Advocate.


SHIBPRAK COMMERCIAL COMPANY LTD
Dinesh Kumar Sekaria
Director.
SHIBPRAK COMMERCIAL COMPANY LTD
Shaukyan Das Gupta
Director.



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Resd

No. 174
Volume No. 11 to 18
Being No. 2525
For the year 1981

(24) (25)

ED THIS 25th DAY OF March 1981

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BETWEEN
M/S. MRINALINI PROPERTIES & MERCANTILE
COMPANY PRIVATE LIMITED.
AND
PUSHPAK COMMERCIAL COMPANY LIMITED.

For Affidavit

RECTIFICATION AND RELEASE.

7.1.82.



25.3.81

P.D. HIMATSINGKA & CO.
Advocates.