

P. 0 R 683/8 # 02956 (12)



West Bengal पश्चिम बंगाल WEST BENGAL  
15.3.08

D 001190

Stamp: REGISTERED BY W. SARKAR  
WEST BENGAL  
6/3  
2-14

West Bengal  
Adl. Registrar of Assurances  
Kolkata  
4-4-08

THIS DEED OF SUBBENDER OF LEASE made this the 15<sup>th</sup> day of ~~February~~ <sup>March</sup> 2008  
Two Thousand Eight BETWEEN SRI. JAYANTI MISHRA, wife of Sreekant  
Mishra and daughter of Rash Behari Sarkar, deceased by faith Hindu

2-14

by occupation - Advocate and at present residing at No. 29, Raja Basanta Roy Road, Kolkata - 700 029 hereinafter called the LESSEE (which expression shall unless excluded by or repugnant to the subject or context be deemed to include her heirs, executors, successors, legal representatives, administrators and/or assigns, of the EIRSI\_PABI AND GOLDLINE\_WRITING\_INSTRUMENTS\_LTD, a company incorporated under the Companies Act, 1956 and having its registered office at 8/1, Lall Bazar Street, Kolkata - 700 001 hereinafter called the SUB-LESSEE/CONFIRMING PARTY (which expression shall unless excluded by or repugnant to the context be deemed to include its successors-in-interest and/or assigns) of the SECOND PABI AND LOKA\_PROPERTIES\_PVT.\_LTD. a company incorporated under the Companies Act, 1956 and having its registered office at 8/1, Lall Bazar Street, Kolkata - 700 001 hereinafter called the LESSOR (which expression shall unless excluded by or repugnant to the context be deemed to include its successors-in-interest and/or assigns) of the THIRD\_PABI.

W\_H\_E\_R\_E\_A\_S :

A. At all material times Girdharilal Baid Trust Estate was seized and possessed of or otherwise well and sufficiently entitled to as full and absolute owners of **ALL\_IHAI** premises No. 2A, Raja Rajkrishna Street, Kolkata more fully and particularly described and mentioned in the SCHEDULE hereunder written and hereinafter referred to as the Said Premises.

B. In due exercise of the powers and authorities vested in the then Trustees of the said Girdharilal Trust Estate, by a Deed of Lease dated 5th May, 1973 and registered in the office of the Registrar of Assurance, Kolkata and recorded in Book No. 1 being Deed No. 5170 for the year 1973 the said Girdharilal Trust Estate demised unto Rash Behari Sarkar, the deceased father of the Lessee herein, a lease of the Said Premises for a term of 50 (Fifty) years commencing with effect on and from 5th May, 1973 on the terms, conditions and stipulations and subject to payment of the lease-rent as provided under the said Deed of Lease.

C. By two subsequent documents dated 26th May, 1973 and 14th January, 1975 made and executed by the Trustees of the said Girdharilal Trust Estate, the said Rash Behari Sarkar, the Original Lessee was further empowered and authorised to grant sub-lease, under-lease and assign his leasehold interest in the said premises with right to construct new building on the said premises after demolishing the existing structure standing thereon upon obtaining necessary sanction and/or permission from the appropriate authorities including the then Corporation of Calcutta (presently Kolkata Municipal Corporation).

D. The said Rash Behari Sarkar, the Original Lessee, died sometime in or about 16th March, 1995 after making and publishing his Last Will and Testament dated 2nd February, 1992 whereby and whereunder his right, title and interest under the said registered Deed of Lease dated 5th May, 1973 as also the rights granted under the documents dated 26th May, 1973 and 14th January, 1975 devolved

unto the Lessee herein absolutely and for ever being a specific legatee as per provisions contained under the said last Will and Testament and Probate whereof has been granted by an order dated 17th January, 1996 passed by the Hon'ble High Court at Calcutta in its Testamentary and Intestate Jurisdiction.

E. By virtue of the authorities so vested in the Lessee as aforesaid, by a Deed of Sub-Lease dated 14th June, 2005 and made between the Lessee herein therein described as the Sub-Lessor and the Confirming Party herein and therein described as the Sub-Lessee and registered in the office of the Registrar of Assurance, Kolkata and recorded in Book No. 1 being Deed No. 0387B for the year 2005, the Sub-Lessor hath demised unto the Sub-Lessee/Confirming Party a sub-lease in respect of the said premises for a term of the unexpired period of seventeen years six months with effect on and from 14th June, 2005 on the terms, conditions and stipulations contained in the said Deed of Sub-Lease upon payment of the monthly lease-rent thereunder described.

F. On and from the date of execution of such sub-lease, the Confirming Party as such sub-lessee has been holding and possessing the said premises claiming its title through and under the Lessee.

G. During the subsistence of such Lease dated 5th May, 1973 and the connected Sub-Lease dated 14th January, 2005 by a Deed of Conveyance dated 31st August, 2006 Bhanwarilal Baid and Bimal Singh Baid, being the fifty percent beneficiary of the said Gird-

harilal Baid Trust Estate in concurrence and confirmation with the Trustees and their mother as the Confirming Parties and registered in the office of the Registrar of Assurance, Kolkata and recorded in Book No. 1 being Deed No. 963 for the year 2008 sold, transferred, conveyed, assured and assigned their undivided 50% share or interest of and in the said premises unto and in favour of Loka Properties Pvt. Ltd., the Lessor herein.

H. By a further Deed of Conveyance dated 2nd November, 2007 and made between Bijay Singh Baid and Tej Singh Baid, being the 50% beneficiary of the said Girdharilal Baid Trust Estate therein described as the Vendors of the One Part and Loka Properties Pvt. Ltd., the Lessor therein described as the Purchaser in concurrence and confirmation with the Trustees of the said Girdharilal Baid Trust Estate and registered in the office of the Registrar of Assurance, Kolkata and recorded in Book No. 1 being Deed No. P 11884 for the year 2007 the said Bijay Singh Baid and Tej Singh Baid, being the undivided 50% beneficiary of the said Girdharilal Baid Trust Estate in concurrence and confirmation with the Trustees sold, transferred, conveyed, assured and assigned their undivided 50% share or interest of and in the said premises unto and in favour of Loka Properties Pvt. Ltd., the Lessor herein absolutely and for ever.

I. Thus Loka Properties Pvt. Ltd., the Lessor herein has become seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owners thereof and consequently the Lessee and the Confirming Party claiming through or

under her duly attorned their leasehold rights in respect of the said premises upon payment of lease-rent and other charges to the Lessor in due discharge to their respective obligations.

J. Owing to unprecedented circumstances neither the Lessee nor the Confirming Party, being the sub-lessee claiming through or under her could derive any benefit out of their respective leasehold interest and hath agreed and decided to surrender and relinquish their rights and interests as such Lessee and/or sub-lessee concerning and relating to the said premises and/or part thereof out of their respective will and volition.

K. Coming to know of such intention the Lessor hath accepted such proposal of surrender and relinquish of the Lessee and the Confirming Party claiming through her on the terms and conditions hereinafter appearing.

NOW THIS DEED WITNESSETH AND IT IS HEREBY DECLARED AND AGREED BY AND BETWEEN THE PARTIES hereto as follows :

1. In pursuance of the intention out of their own free will and volition expressed and for diverse good and just causes and consideration the Lessee and the Confirming Party in concurrence and confirmation with each other doth hereby voluntarily and without being influenced relinquish, surrender and yield up unto and in favour of the Lessor ALL THAT the said premises more fully and particularly described and mentioned in the SCHEDULE hereunder written and demised unto the Lessee and the Confirming Party as

aforesaid with all appurtenances thereunto belonging to the intent that the terms created by the said lease and/or sub-lease as the case may be and all estates and interests of the Lessee in respect of the said premises under or by virtue of the said lease absolutely and for ever stand extinguished from the date of execution of this Deed AND\_FURTHER\_THAT the said premises shall revert to the Lessor freed and discharged all the interests and rights of the Lessee claiming through or under her including the Confirming Party herein AND\_FURTHER\_THAT in pursuance of the said agreement and in consideration of the payments made hereinabove the Lessee in concurrence and confirmation with the Confirming Party doth give up and relinquish all his leasehold interest and estate and surrender and deliver up vacant and peaceful possession of the said premises unto the Lessor on the terms as contained in the said Original Deed of Lease dated 5th May, 1973 TO HOLD the premises by the Lessor as before the execution of this lease TO THE INTENT AND OBJECT that the same shall stand determined for all intents and purposes and the residue and/or the unexpired term out of 50 (fifty) years created by and under the said Deed of Lease and/or Deed of Sub-Lease and all other rights and interests of the Lessor or any person claiming through or under her including the Confirming Party as the Sub-Lessee in the said premises under or by virtue of the provisions contained in the said Deed of Lease dated 5th May, 1973 and all subsequent agreements shall stand extinguished and merged in the reversion freehold and inheritance of the said premises with immediate effect as if the said lease shall never granted nor intended so to be.

AND THIS INDENTURE BEING WITNESSETH that in consideration of the surrender of lease which is accepted by the Lessor the said Loka Properties Pvt. Ltd. as such Lessor doth hereby release and discharge the Lessee as also the Confirming Party claiming through or under her from all claims, demands and liabilities on account of future rent or any obligation arising out of performance or non-performance of the terms, conditions and stipulations contained under the said Deed of Lease in any manner inter se between the parties to the said Lease inclusive of all statutory dues, cesses, royalties, taxes and impositions of whatsoever nomenclature that had arisen during the period of such lease irrespective of any demand being made on that behalf at any point of time earlier shall be the exclusive right of the Lessee which shall always be paid and discharged by the Lessee as her separate exclusive liability.

AND THAT the Lessee doth hereby indemnify and/or keep indemnified and save harmless the Lessor against all possible claims, demands or dues outstanding whether statutory or otherwise concerning relating to or arising out of its leasehold occupation in the Said Premises inclusive of all accrued and accruing interest thereon calculated upto the date of payment for all intents and purposes and it is the intention of the parties hereto that any of such liabilities created by the Lessee and/or any person or persons claiming through or under her shall be paid and discharged by the Lessee.



SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of revenue land hereditament and premises containing by estimation an area of 2 (two) bighas 14 (fourteen) cottahs more or less TOGETHER WITH more than Seventy-five years old dilapidated partly brick built structures standing thereon or on part thereof measuring 4500 sq. ft. more or less situate lying at and being premises No. 2-A, Raja Rajkissen Street (formerly No. 36-B and 36-C Sahitya Parishad Street), in Sutanutty in the Northern Division of the town of Calcutta and butted and bounded in the manner following, that is to say :

ON THE NORTH : Partly by Raja Rajkissen Street and partly by Burtolla Police Station House ;

ON THE EAST : Partly by a narrow passage and partly by No. 3 Raja Rajkissen Street ;

ON THE SOUTH : Partly by premises No. 36A, Sahitya Parishad Street, and

ON THE WEST : By premises No. 36/6, Sahitya Parishad Street, partly premises No. 36/1, Cornwallis Street

(now Bidhan Sarani) and partly by Burtolla Police Station House OR  
HOWSOEVER OTHERWISE.

IN WITNESS WHEREOF the parties have hereto and hereunto set and  
subscribed his or their hands and seals on the 15<sup>th</sup> of March 2008.

SIGNED SEaled AND DELIVERED

by the LESSEE at Calcutta

in the presence of :

*Sansari, Advokat & Solidi*

*Jayanto Mishra*

*Shree Anand Mishra*  
*201, Raja Basant Roy Rd Cal - 700029*

SIGNED SEaled AND DELIVERED

by the SUB-LESSEE/CONFIRMING PARTY

at Calcutta in the presence of :

*Sansari, Advokat & Solidi*

*Shree Anand Mishra*

for GOLDLINE WRITING INSTRUMENT LTD.

*M. G. Sahu*  
Director

(Madan Gopal Sahu)

SIGNED SEaled AND DELIVERED

by the LESSOR at Calcutta

in the presence of :

*Sansari, Advokat & Solidi*

*Shree Anand Mishra*

for Loka Properties Pvt. Ltd

*S. W. V.*

Director

(S. WINDU DUSAK)

*Sansari, Advokat & Solidi*

**SPECIMEN FORM FOR TEN FINGERPRINTS**



*Jayant Kushta*

Little		Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



*Madan Gopal Sohe*

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

PHOTO

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

~~RECORDED BY~~  
~~DATE~~ *14*  
~~NO.~~ *2956*  
~~YEAR~~ *2008*

DATED THIS *13* DAY OF *March* 2008

B E T W E E N  
SMT. JAYANTI MISHRA

AND

GOLDLINE WRITING INSTRUMENTS LTD.

AND

LOKA PROPERTIES PVT. LTD.



*ms*  
~~Registered at~~  
*7.4.08*

DEED OF SURRENDER OF LEASE



~~Registered at~~  
*Seen by 7.4.08*

T. C. RAY & CO.  
SOLICITORS & ADVOCATES  
6, OLD POST OFFICE STREET  
KOLKATA - 700 001