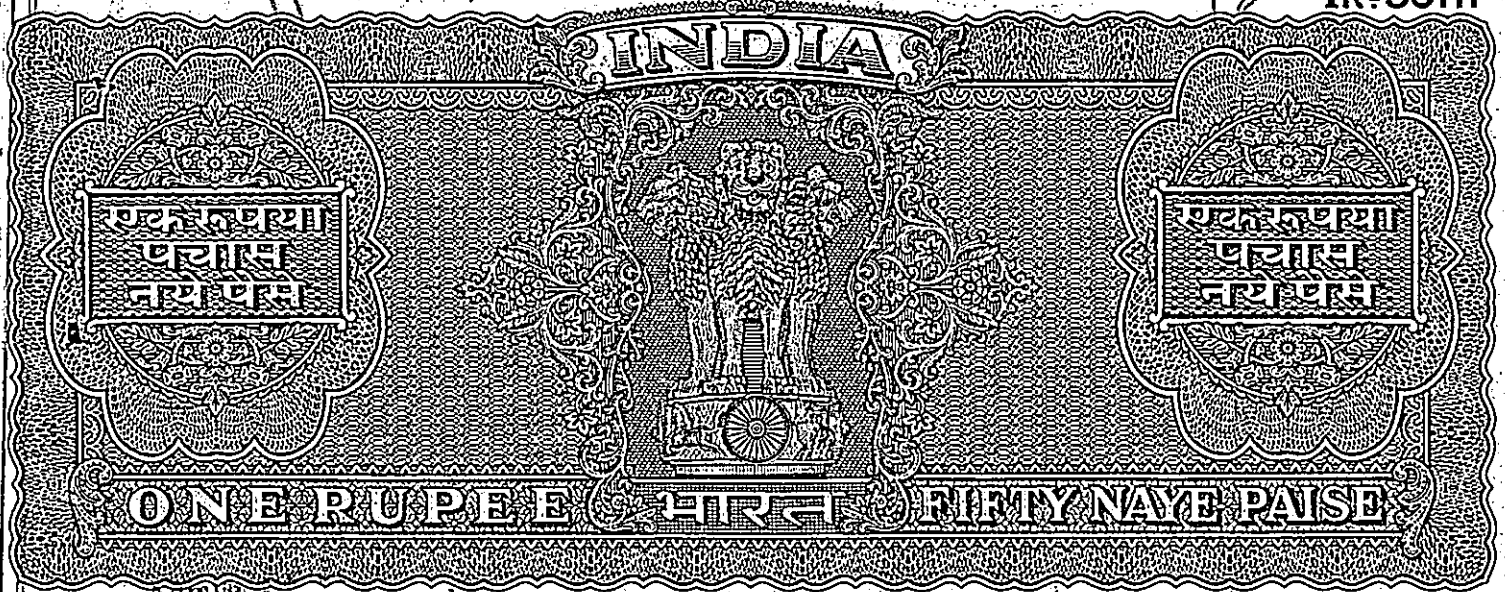




Stamp
21, duly stamped under
the Indian Stamp Act
1899, as amended
by W. Bengal Stamp
Amendment Act, 1962.
Schedule IA No. 5c

Tee paid as under.
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Registrar of Assurance
Calcutta

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7.56 paid on 22.3.65
Registrar of Assurance
Calcutta

K 1015
K 2.56
7.56 paid on 23.3.65
Registrar of Assurance, Cal.

THIS DEED made the 23rd day of November One thousand nine
hundred and sixty-four BETWEEN THE ANGUS COMPANY LIMITED a Company
with limited liability incorporated under the Indian Companies
Act 1913 whose registered office is situate at No.3, Clive Row,
Calcutta (hereinafter called "the Lessor" which expression shall
where the context so admits include its successors and assigns)
of the one part AND BRAITHWAITE & CO (INDIA) LIMITED a Company
with limited liability incorporated under the Indian Companies Act
1913 whose registered office is situate at No. 4, Clive Row,

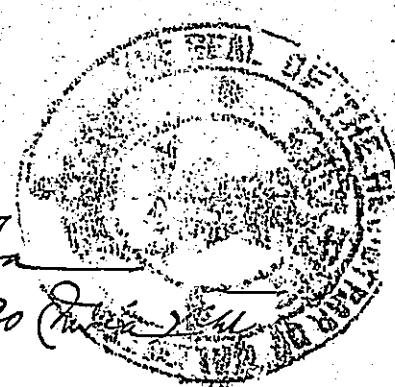
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7 SEP 1964

No. _____ Date _____
 Sold to **ORR DIGNAM & CO**
 of **29, Netaji Subhas Road**
CALCUTTA
 Value **One and naya paise fifty only**
 Licensee _____
20, Netaji Subhas Road, Calcutta



11/40A
 on the **18th** day of **January** 19**64**
 at the Calcutta Registry Office by
Annada Prasad Dutta
 attorney for **Braithwaite & Co**
 under a special or general power of
 attorney No. **1** for **1956**
 authenticated by the Registrar of
 Assurances of **Calcutta**

Annada Prasad Dutta

Riaz

Registrar of Assurances
 Calcutta

Recd his is assembly
 under the above power of attorney
 above **Annada Prasad Dutta**
 Agent for **Braithwaite & Co**
 of **29 Netaji Subhas Road Calcutta**
 an agent for **Braithwaite & Co**
(India) Ltd

Annada Prasad Dutta
 Agent for **Braithwaite & Co**
(India) Ltd

D. K. Roy Choudhury

D. K. Roy Choudhury
29 Netaji Subhas Road Calcutta
Branch Service

Thumb impression of the
 assistant displayed with

Riaz
18/1/64
 Registrar of Assurances
 Calcutta

Calcutta (hereinafter called "the Lessee" which expression shall where the context so admits include its successors in interest and assigns) of the other part and being the Second Supplemental Deed to the Lease dated the Thirteenth day of April One thousand nine hundred and sixtyone as amended by the First Supplemental Deed dated the Third September One thousand nine hundred and sixtythree (hereinafter referred to as "the said Leases") made between the parties hereto and registered at the office of the Registrar of Assurances, Calcutta under Book No. I, Volume No. 80, pages 83 to 170 Being No. 2518 for the year 1961 for the main lease and under Book No. I, Volume No. 156, pages 211 to 216 Being No. 5625 for the year 1963 for the First Supplemental Deed respectively.

W H E R E A S :

- (1) By the said Leases the Lessor demised unto the Lessee ALL THAT piece of land comprising 14.120 acres or thereabouts situated in Mouza Gourhati Champdany within the District of Hooghly under Police Station Bhadreswar Sub-Registry Serampur more particularly delineated on the Plan No. I annexed to the Lease dated Thirteenth day of April One thousand nine hundred and sixtyone and thereon edged with red and amended by the plan annexed to the First Supplemental Deed dated the Third day of September One thousand nine hundred and sixtythree and thereon edged with yellow and more fully described in the Schedule hereto and also delineated on the plan hereto annexed and thereon edged with red and yellow respectively TOGETHER WITH the yard workshops power house boiler house bungalows factories godowns canteen and other buildings and structures erected thereon or on some part or parts

having visited the residence
of J. B. Smith
son of J. no 3
of Chico River
by caste Caliche
by profession
I have this day examined the
said J. B. Smith
who has been identified to my
satisfaction by B. Banerji
son of anest to Mrs. O. R.
resident of Dignity & Co of
by caste no 29. Veta, subm. Road Cal.
and the said J. B. Smith as Director
admitted to the execution of
his document

M. Smith
Director

M. Smith
Director

representative of the
outgoing Director
Mr. G. K. Mitchell
as Director of
The Angus Company
under a resolution of
the outgoing Director
dated
16th February 1965

B. Banerji
22/2/65

Registrar of Assurances
Calicut



28/2/65
Registrar of Assurances
Calicut

3.

parts thereof more particularly described in the First Schedule of the Lease dated the Thirteenth day of April One thousand nine hundred and sixtyone all as delineated and coloured blue on Plan No. II annexed thereto AND TOGETHER ALSO with the immovable machinery and plant and other fixtures and fittings belonging to the Lessor therein or in some part or parts thereof more particularly described in the Second Schedule of the Lease dated the Thirteenth day of April One thousand nine hundred and sixtyone (all which said premises are known as "The Angus Engineering Works" and hereinafter collectively referred to as "the demised premises") AND TOGETHER ALSO with all rights privileges easements and appendages advantages and appurtenances of whatever nature relating to the demised premises or usually enjoyed in connection therewith AND TOGETHER ALSO with the right in common with the Lessor and all tenants of the Lessor and other persons entitled thereto to pass and repass with or without motor cars lorries carriages carts and vehicles of any description not exceeding Fifteen tons gross weight over and along the roadways coloured green on the said Plan No. II annexed to the lease dated the Thirteenth day of April One thousand nine hundred and sixtyone leading from the demised premises to the Grand Trunk Road EXCEPTING AND RESERVING unto the Lessor (a) the land and premises within the curtilage of the said Angus Engineering Works more particularly described in the Third Schedule of

the

having visited the residence
of H. L. Mella
son of 7-15-1915
by caste Bra
by profession Cal

Director
Director

I have this day examined the
said H. L. Mella
who has been identified to my
satisfaction by B. B. B. B.
son of ant. to
resident of Orn. D. D. D. D.
by caste 29. N. N. N. N.
and the said H. L. Mella
admitted the execution of
his document

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Registrar of Assurances
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Registrar of Assurances
Calcutta

Lease dated the Thirteenth day of April One thousand nine hundred and sixtyfour all as delineated and coloured yellow on plan No. III thereto annexed now held by The Lagan Jute Machinery Company Private Limited under two Leases (hereinafter referred to as "Lagan's Leases") both dated the Twentyeighth day of March One thousand nine hundred and fiftyseven made between the Lessor of the one part and the said Lagan Jute Machinery Company Private Limited of the other part for the term of Twenty years from the First day of March One thousand nine hundred and fiftysix but subject to earlier determination as therein provided and (b) all rights pertinents and privileges granted under Lagan's Leases including the rights of access as therein defined for a period of Ninetynine years commencing from the First day of February One thousand nine hundred and sixty subject to the payments by the Lessee of annual rents of Rupees Four Lacs and the terms and conditions therein stipulated.

- (2) The Lessor intended to allow by the said Lease dated the thirteenth day of April One thousand nine hundred and sixty-one the Lessee to use a Railway Siding constructed under the terms of an agreement dated the Ninth day of May One thousand nine hundred and twentytwo and made between the Lessor and The East Indian Railway Company and leading from a point close to Naya Basti to the main factory of the said Angus Engineering Works and lying partly on the lands comprised in

the

the demised premises and partly on the lands adjacent thereto and more particularly shown on the plan - hereto annexed and thereon coloured green (hereinafter called "the siding") although the grant of such right to use and enjoy the Siding was not expressly mentioned in the said Leases.

(3) In order formally to record the said intention narrated in recital (2) hereof the Lessor has agreed to execute these presents expressly to grant unto the Lessee the said right to use the Siding in connection with the demised premises in the manner hereinafter appearing.

(4) The Eastern Railway as the successor of the said East Indian Railway Company has consented to the use of the Siding being given over by the Lessor to the Lessee.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows :-

1. That the words "expressly including an unfettered right to use the Railway Siding leading from a point close to Naya Basti Road to the main factory of the Lessee and lying partly on a portion of the said lands and partly on other lands adjacent thereto TOGETHER WITH all permanent way materials including sleepers, rails, fish-plates, fastenings, points, bridges, culverts, ballasts, earth works, girders, weigh bridge, weigh bridge houses, if any, and crossings subject to observance and performance by the Lessee of the terms and conditions contained in the said Agreement dated the Ninth day of May One thousand nine hundred and twentytwo and made between the East Indian Railway Company and the Lessor" shall be added after the words "enjoyed in connection therewith" appearing

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Secretary of Assurances,
Calcutta.

in the twentieth line of the operative clause at the first page of the said Lease dated the thirteenth day of April One thousand nine hundred and sixtyone AND the said Leases shall at all times be read and construed as if the said words were originally incorporated therein and formed a part and parcel thereof.

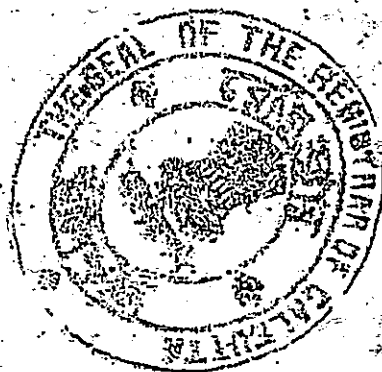
2. That ason and from the First day of February One thousand nine hundred and sixty the said right to use and enjoy the said Railway Siding shown on the plan hereto annexed and thereon coloured green shall be deemed to have been conferred on the Lessee by the Lessor.

3. Save as aforesaid the said Leases and all the provisions therein contained shall in all respects remain valid operative and binding on the parties hereto.

THE SCHEDULE above referred to :

ALL THOSE pieces or parcels of land measuring about 14.120 acres situate andlying in Mouza Gourhati Champdany within the District of Hooghly under Police Station Bhadreswar Sub-Registry Serampur and comprised under Dags Nos. 926, 927 (part), 928, 929, 930, 931, 932, 933 (part) 2327, 2328, 2329, 2330, 2331, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343 (part), 2344 (part), 2345, 2346 (part) 2356, 2308, 2315 (part), 2316 (part), 2321 (part), 2324 (part), 2325, 2326 and 1177 (part) of Khatian Nos. 2, 5, 430, 431, 432, 440, 441, 442, 1014, 1018, 1019, 1149, 1218, 1628, 1602, 1639, 1742 and 1647 and under J.L. No. 21 R.S. No. 906 Touzi No. 318 BI OR HOWSOEVER OTHERWISE the said lands or any part thereof which at any times heretofore were or was and now are or is situate butted bounded and distinguished.

IN WITNESS whereof the parties hereto have executed
these



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Registrar of Assurance
Calcutta

these presents the day and year first above written.

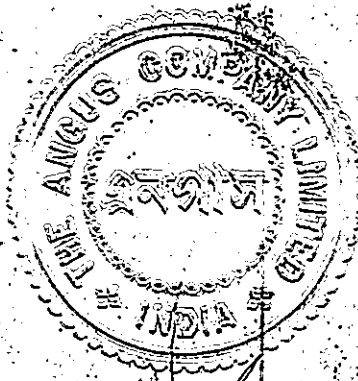
THE COMMON SEAL of The Angus Company Limited has been hereunto affixed by the direction and in the presence of

JAMES MITCHELL and GORDON VALENTINE KAY two of its Directors who have hereunto set their respective hands and these presents have been countersigned by HARILAL MEHTA for and on behalf of Thomas Duff & Co. (India) Private Limited, the Managing Agents of the said Company in the presence of :

H. S. Talia,
Chartered Accountant,
3, Clive Row,
Calcutta.

THE COMMON SEAL of Braithwaite & Co. (India) Limited has been hereunto affixed in the presence of J. V. JARDINE PATERSON and D. FORDWOOD two of the Directors thereof who have hereunto set their respective hands and these presents have been countersigned by B. L. MATHUR the Secretary of the said Company in the presence of :

A. Sen.
Assistant Secretary



W. Smith

Gordon Valentine Kay

For Thomas Duff & Co. (India) Private Limited

K. S. Talia
Director.

J. V. Jardine Paterson

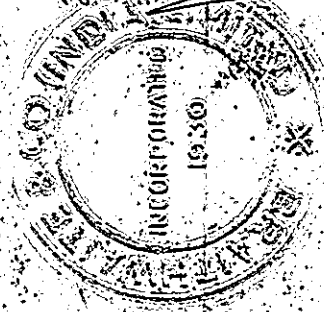
DIRECTOR

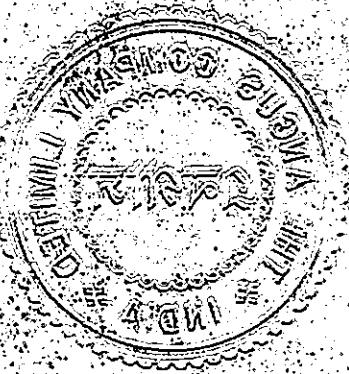
D. Fordwood

DIRECTOR

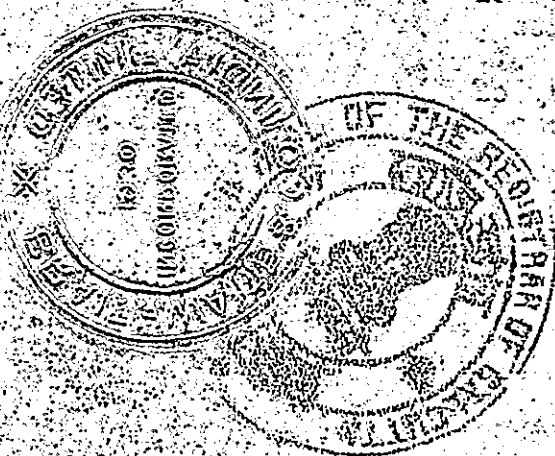
B. L. Mathur

SECRETARY





THE ASSURANCE COMPANY LIMITED
CALCUTTA
1874



Registrar of Assurance
Calcutta

1871

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Book No.
Volume No. 64
Pages... 73 79
Being No. 1967
for the year 1965

DATED 23rd November 1964.

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The Angus Company Limited

- To -

Braithwaite & Co. (India) Limited.



Raj

SUPPLEMENTAL DEED.

Registrar of Companies
Calcutta

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Registrar of Companies
Calcutta

W. S. 187/11
CORR. DIGNAM & CO.-
CALCUTTA.-