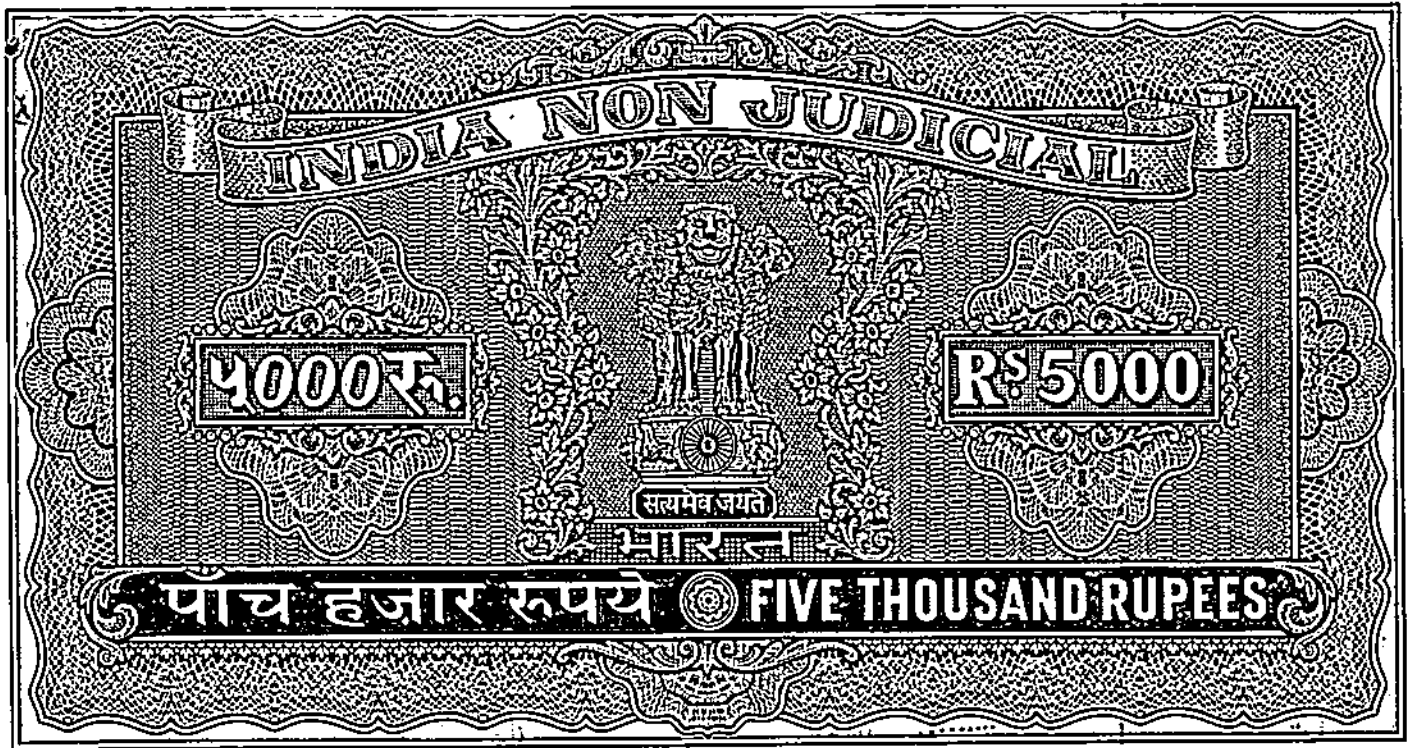




9610/-

Leads -
 100-120, 121, 122, 123, 124, 125
 A 1309.00
 H 28.00
 M(6) 4.00
 1348.00

Admissible under rule 21 and also under
 Section..... of the
 W. B. C. Act 6 by stamped under the
 Indian Stamp Act does not require stamp
 duty excepted from stamp duty under the
 Indian Stamp Act 1890.

Schedule L. A. No. 35(a)
 Fee Paid in Cash
 9. Fee in C. F. S.

A - 1309-
 T -
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 1348-00

Registrar, Kozhikode
 (M. R. D.) of the L. R. Act

19 - APR 2004

Arayama

209 29.3.03

সান্ধা চট্টোপাধ্যায়
Dy. Manager (P&T)

মিস. ব্রাইথওয়াইট - ৬৬০
আপেক্ষা

ভাদ্রেশ্বর

হাওলি

২৯-৩-০৩
১২-৪০

Presented for Registration at
AM/FM on the 1st day
of April 04 at the
District S. b. n. g. Office at Chaurah
by M. C. Syamal
Examiner & Agent

M. C. Syamal

M. C. Syamal

G/o, W/o, D/o
of Braithwait & Co. Ltd
Phara Angas, Bhadrabar
by Cashier
Go Profection Service

T. 2. Disposition

১২/৪

Registrar, Hooghly
S. B. N. G. of the I. B. A.
1 - APR 2004

M. C. Syamal

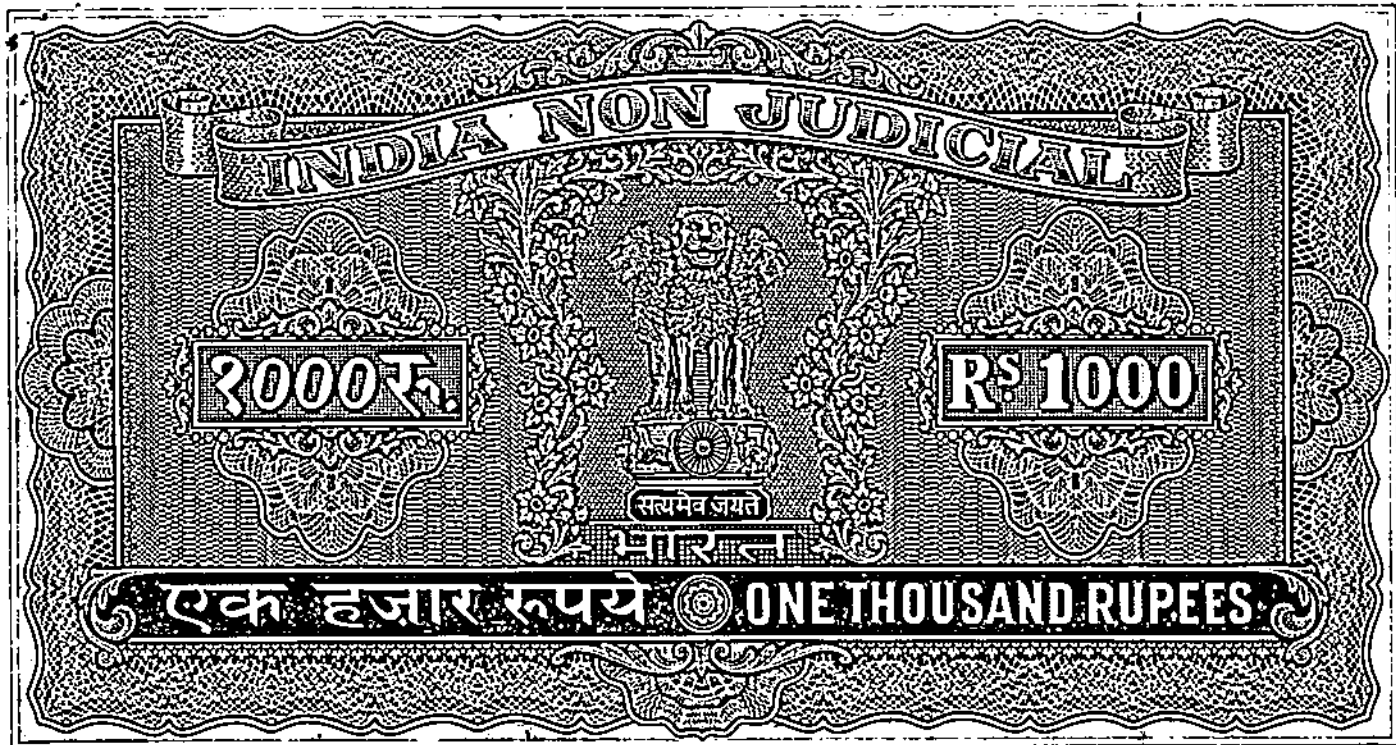
Rabindra Bhattacharya

G/o, W/o, D/o
of Bheesh Ch. Bhattacharya
of 15-A, Ghilpath
Phara Bhadrabar
by Cashier
Go Profection Service

Rabindra Bhattacharya
S/o Sri Bheesh Ch. Bhattacharya
15A, Ghilpath P.O. Nabagram
Dist. Hooghly
Service

Registrar, Hooghly
S. B. N. G. of the I. B. A.
1 - APR

1000Rs.



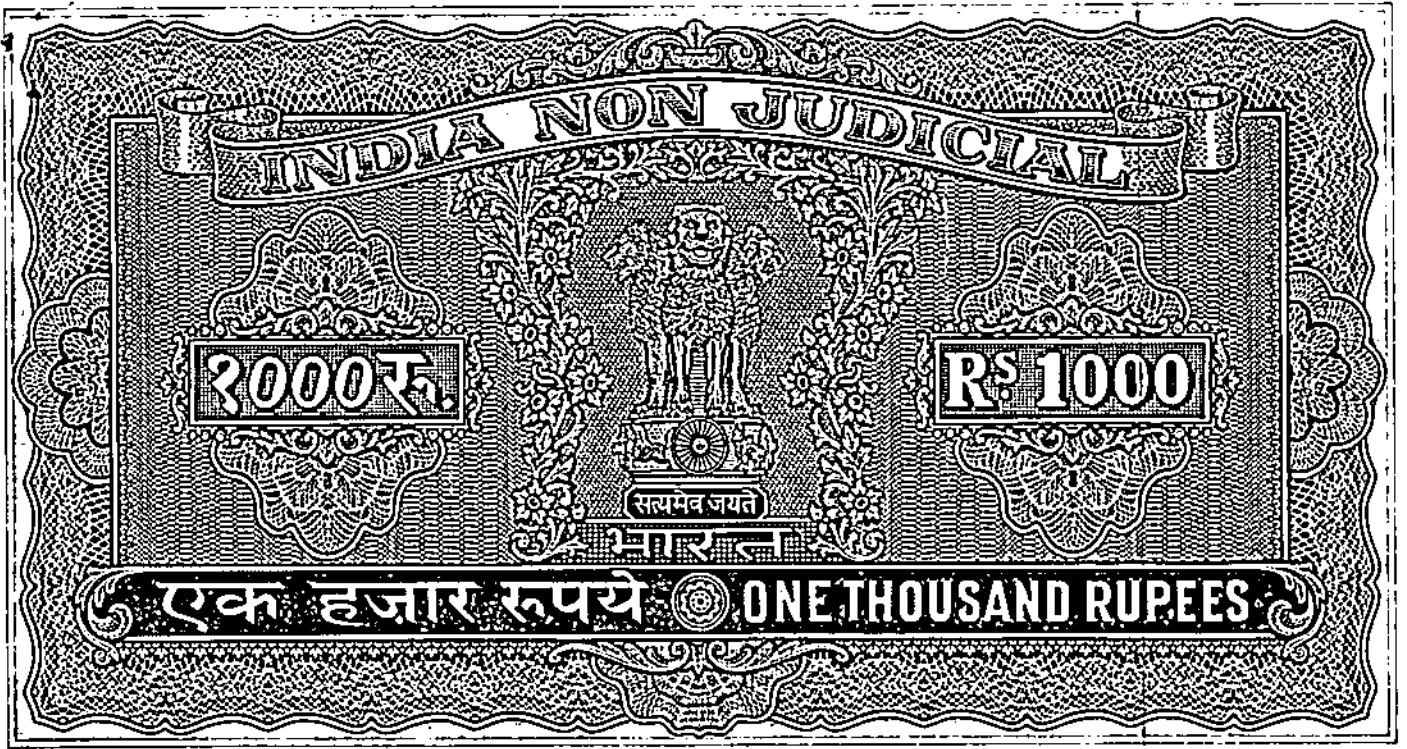
709 29.3.07

Sanjeev Chatterjee
Dr. Manoj (P.H.)
Mrs. Braithwaite - L.G.D.
Anjoo
Bhadrachar
Hoaghy
K. 29.3.07
E. O. STAMPS
Post Office



18 - APR 1907

1000Rs.

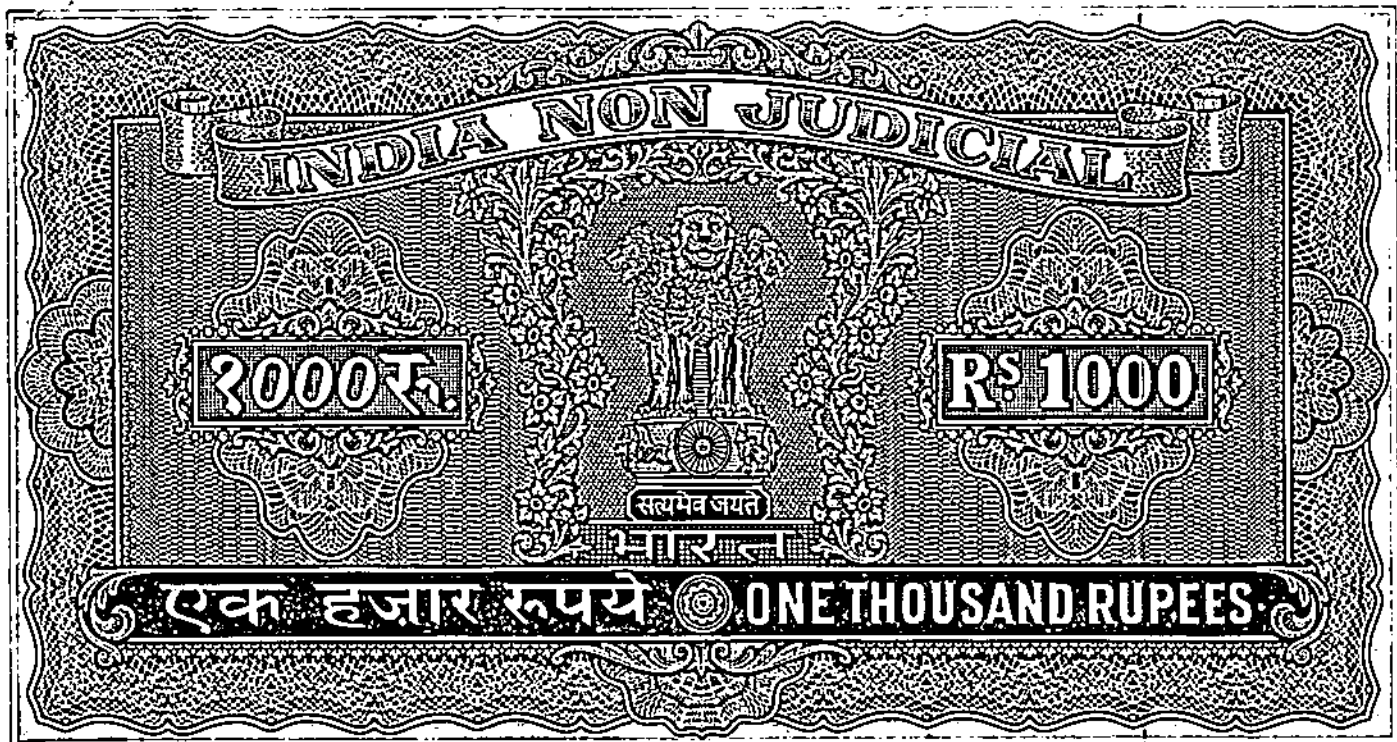


709 29.3.07

Santia Chatterjee
Dy. Manager (P.A.)
Mr. Bhatnagar & Co.
Bhatnagar
Haaphy
29.3.07
H. S. SPANDE
Bhatnagar & Co.

RECEIVED
18 - APR 2004

1000Rs.



709 29.3.03

Parker Chatterjee
D. Mawg (PQA)
Mrs. Braikhande H.G.D.
Angus

Blairhous

Hoagly

29.3.03

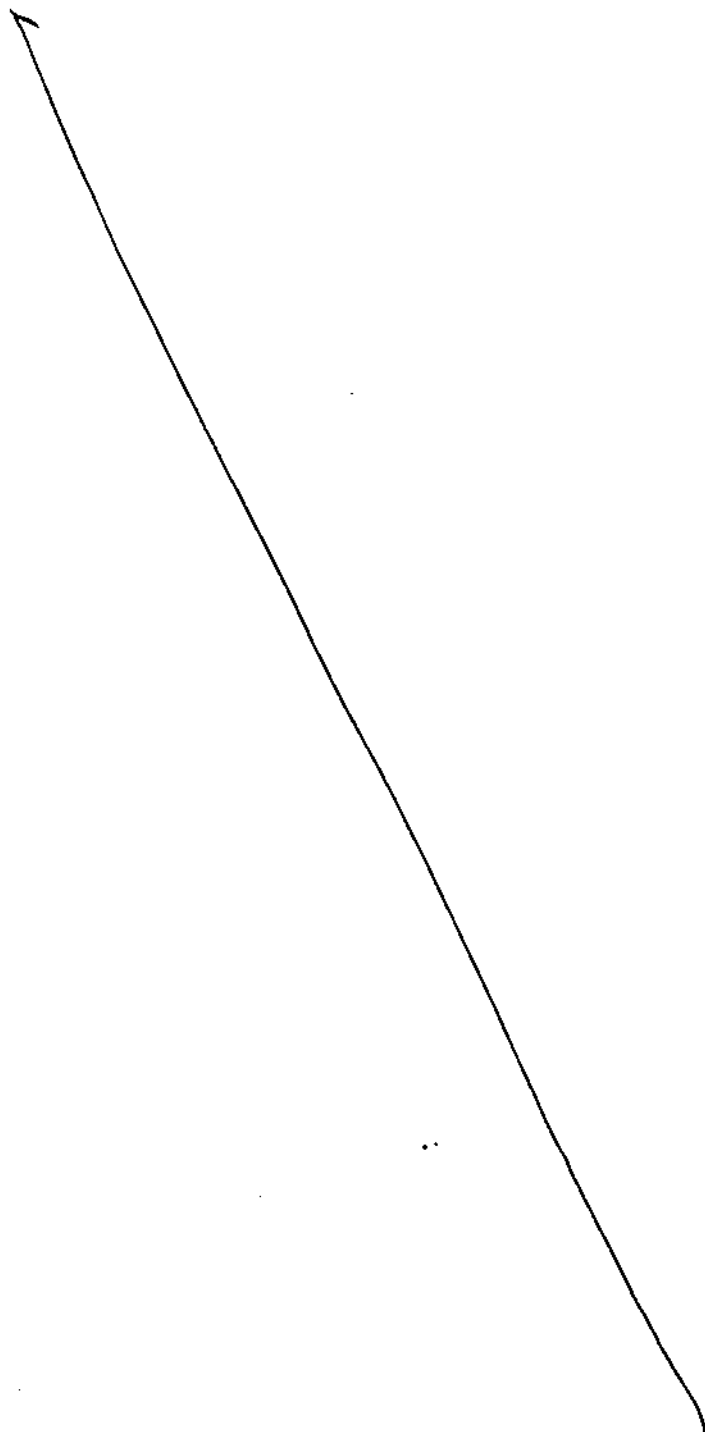
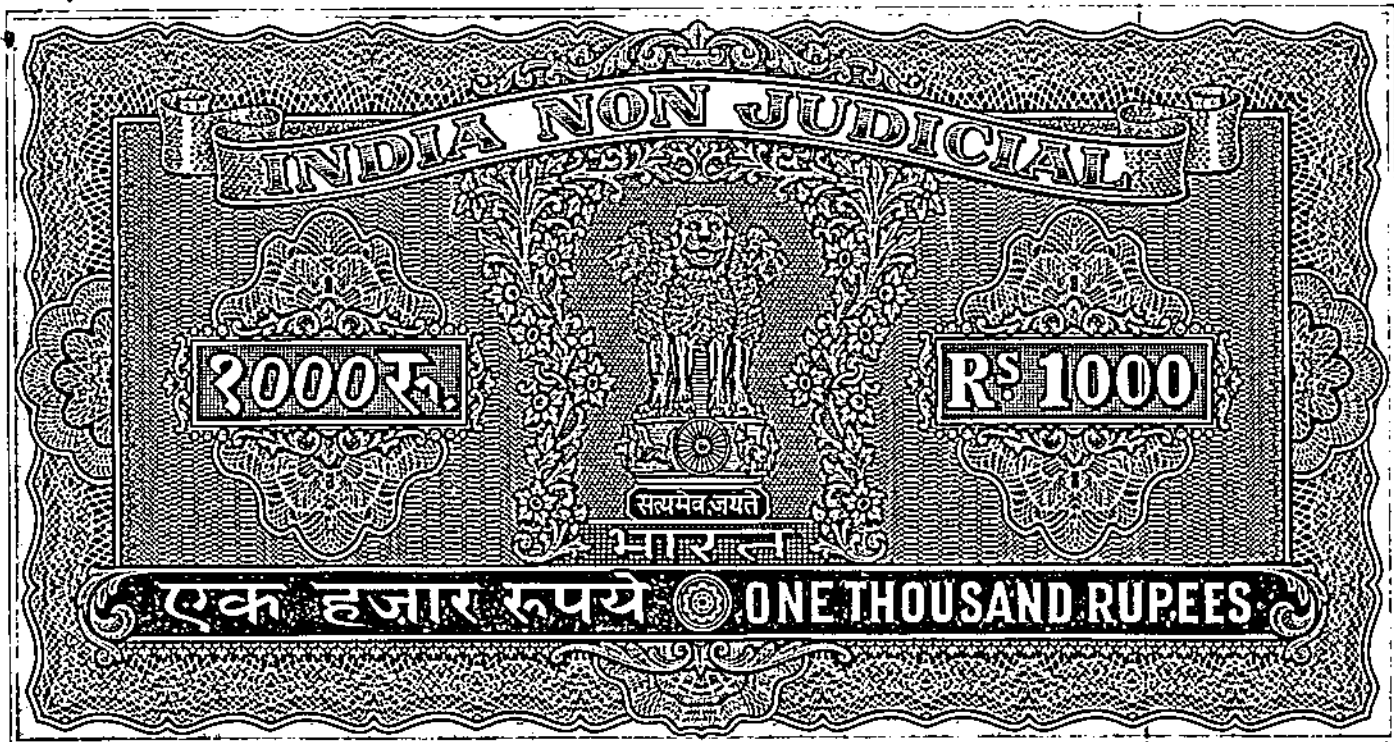


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RECEIVED
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18 - APR 2003

1000Rs.



709 29.307

Santa Chatterjee
Dy. Manager (P)
118. Boraikale Bldg. N.
Bongos

Shedrahar

Hoagly

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500Rs.



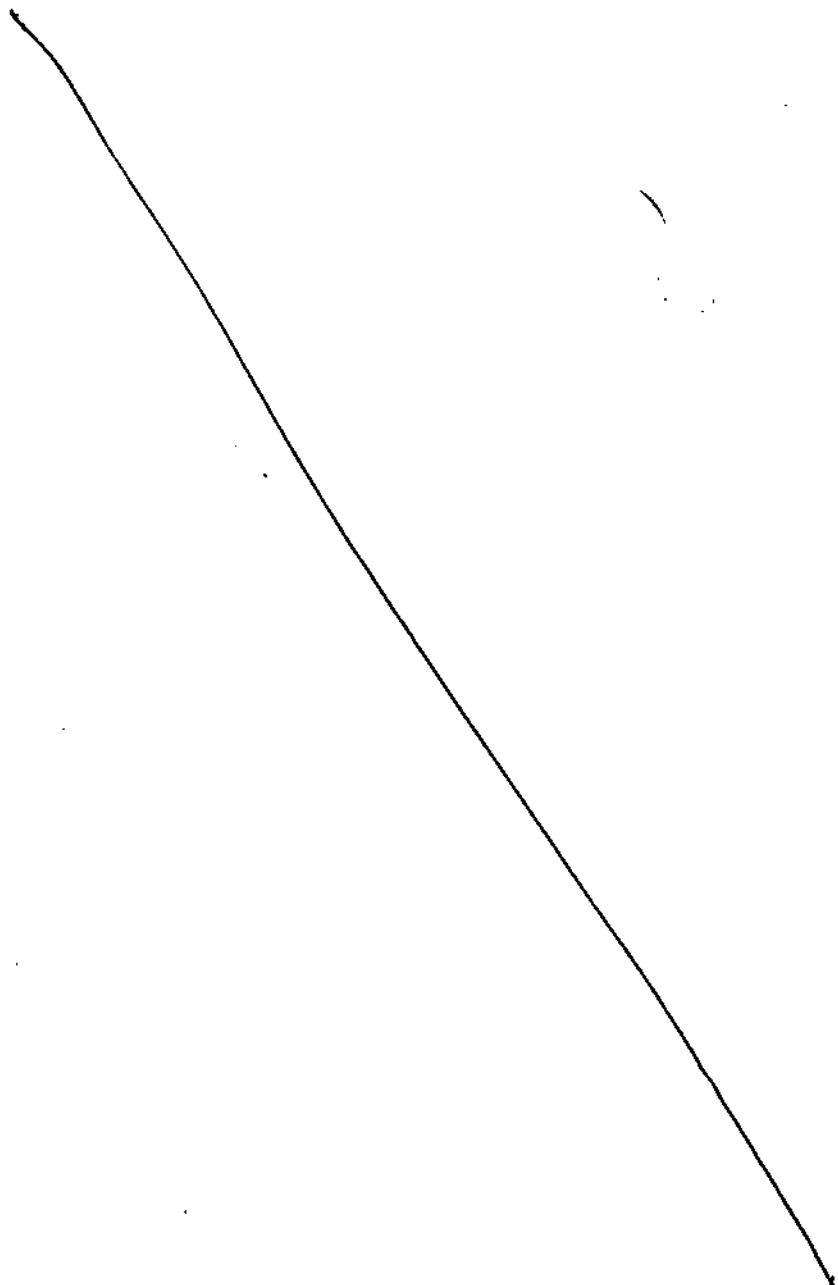
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संस्कृत चालुज्य
डि. मन्सुख (पाठ)
मिस. ब्राकिथाले & Co. W.
Angus Bhadrachar
Haughby
29.3.47
E. B. SPART
Bany Brackets



IN
29.3.47
APR 1947

100Rs.



709

29.3.47

સાંચી કોલેજ

Sankar Chatterjee

Dy. Manager (F&B)

Mr. Braithwaite & Co. A.

Angus

Bhadralhar

Hooghly

29.3.47

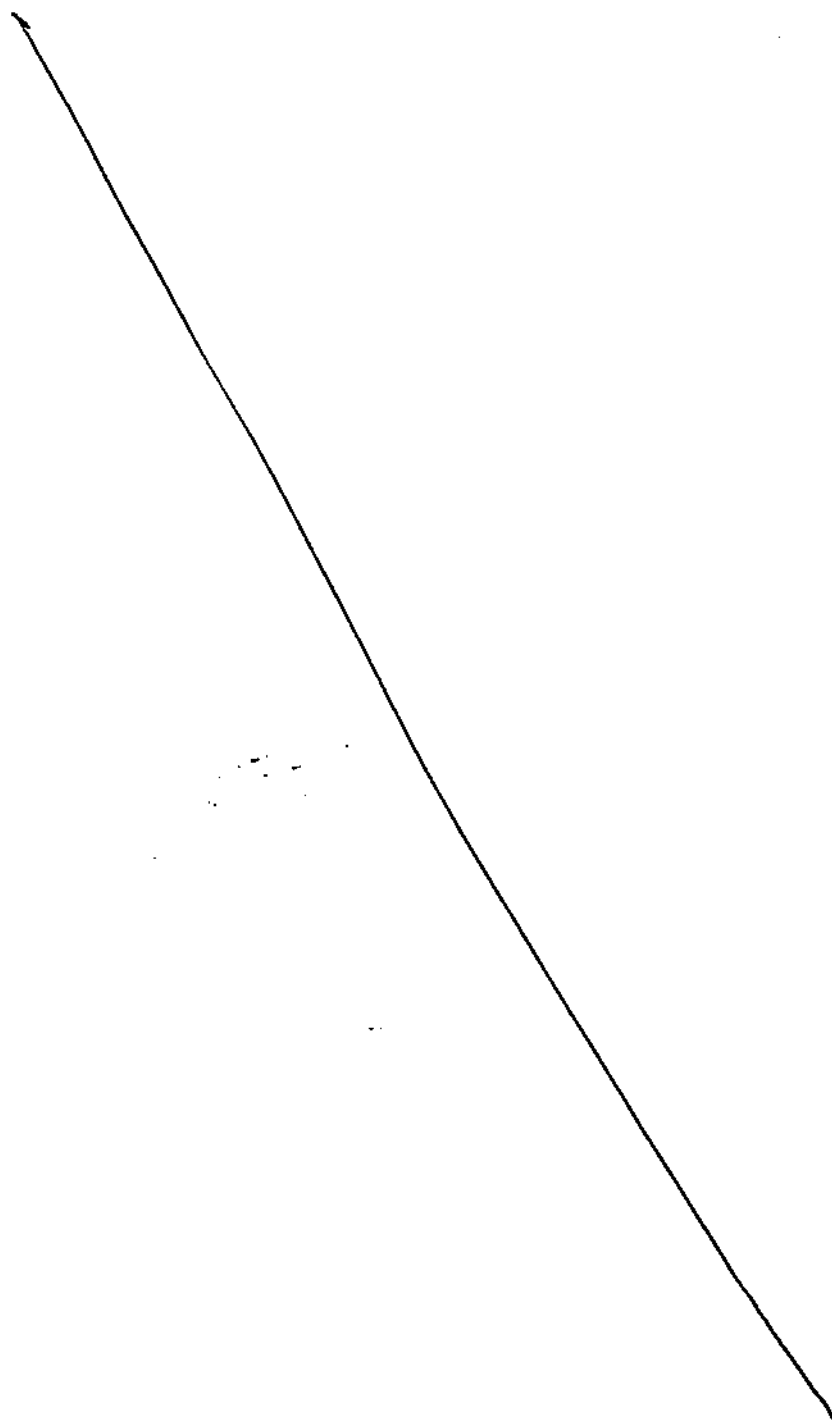
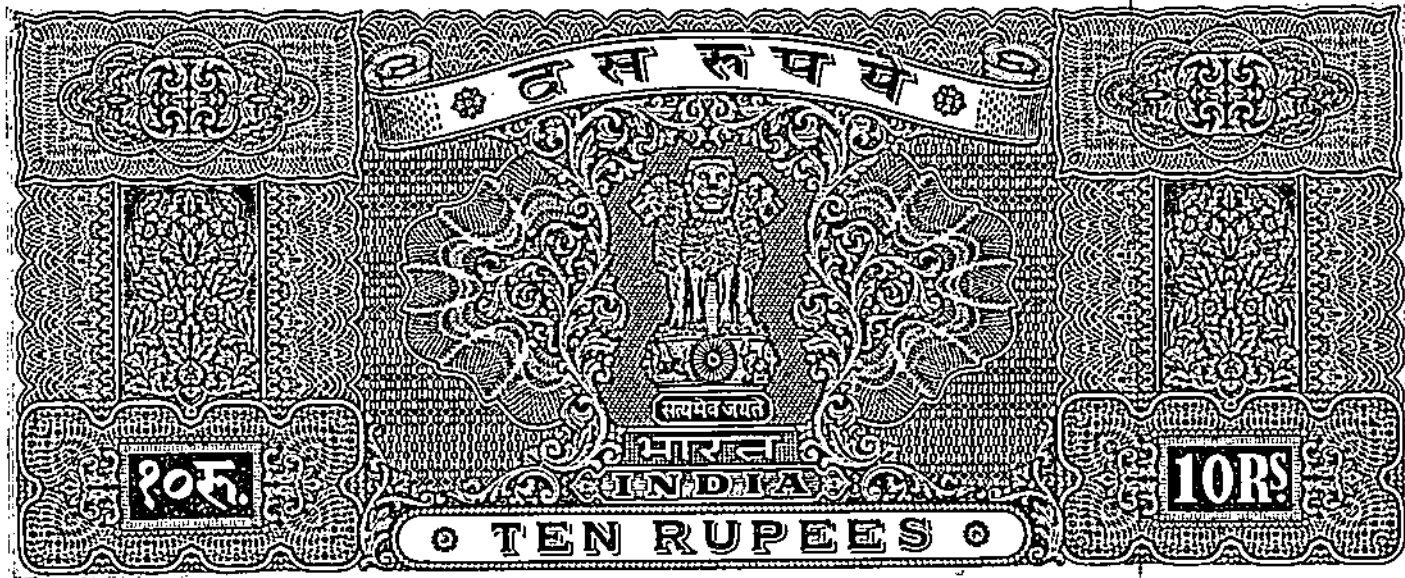
U. P. STAMP

Post Office



RECEIVED
16 - APR 1947

10 Rs.



L E A S E

granted by the Governor
of West Bengal

[Renewal of Lease sanctioned vide L. & L.R. Deptt.
Govt. of West Bengal Order No. 1219-GE(M), Dt. 3.4.98.
300/96]

RECEIVED



[Signature]

Director, Security
Branch of the I. E. A.

10 - APR 2000

THIS INDENTURE OF LEASE Made the 1st day of April, 2004 BETWEEN THE GOVERNOR OF THE STATE OF WEST BENGAL hereinafter called 'LESSOR' (which expression unless excluded by or repugnant to the context be deemed to include his successor in office and assigns) of the One PART AND M/S. BRAITHWAITE & COMPANY LIMITED at Angus Champdani, Bhadreswar, Hooghly hereinafter called Lessee' (which terms unless excluded by or repugnant to the context be deemed to include his heirs, executors, Administrators, representatives and assigns) of the OTHER PART.

Whereas the Lessee has applied for renewal of the lease for the purpose of running Heavy Engineering Industry the land hereinafter mentioned and described in Part I of the Schedule hereunder written and WHEREAS such application has received the approval of the State Government in the Land and Land Reforms Department.

NOW THIS INDENTURE WITNESSETH that in consideration of the payment to the Lessor by the Lessee of the sum of Rs. 40,000/= on or before the execution of these presents and of the rent hereby reserved and fully mentioned in Part II of the Schedule hereunder written and of the covenants and conditions contained in Part II of the said Schedule hereunder written on the part of the Lessee to be paid, observed and performed, the Lessor doth hereby demise unto the Lessee all that piece or parcel of land more particularly delineated in the plan hereunto annexed and described in part I of Schedule hereunder written TO HOLD the same unto the Lessee for the period of thirty (30) years from the (16.10.1993) 15th day of October one thousand nine hundred ninety three yielding and paying therefore

the rents at the time and in the manner specified in Part.II of the said Schedule hereunder written.

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 :-

Shri.....
(Name and designation)
for and on behalf of the Governor of
the State of West Bengal in the
presence of :

Additional District Magistrate &
District Land & Land Reforms Officer, Hugli

Signature (with seal)

1).....
SRO-II, District Office
(Signature & address of witness)

2).....
U.D.C. of DLALRO (H)
(Signature & address of witness)

Signed, Sealed and delivered by :-

Shri K.C. Senapati, Director (Finance)
(Name and designation)
for and on behalf of the lessee in
the presence of :-

Signature (with seal)

1).....
Braithwaite & Co. Ltd.
Angus Wynn, Phadrasan Hoaghy
(Signature & address of witness)

2).....
Nirja Gupta, C.S.
Braithwaite & Co. Ltd.
S-Hide Road, Calcutta - 700043
(Signature & address of witness)

The Schedule above referred to

PART - I

Particulars of the Holding



Special Agent in Charge
Office of the I. B. A.

7 - APR 2004

- 3
- 1) Plot No. As per schedule annexed.
 - 2) Area of Plot = 59.100 acres.
 - 3) Share & Area of the plot leased out: As per schedule annexed.
 - 4) Name of Mouza : Gourhati- Champdani
 - 5) J.L. No. 21
 - 6) Name of Thana : Bhadreswar.
 - 7) Sub-Registration District : Hooghly.
 - 8) District : Hooghly

North	-	Naya Basti Road
East	-	G.T. Road
South	-	Angus Jute Works.
West	-	K.G.R.S. Path

Part - II

1. The Lessee shall carry out the terms embodied in this lease and will continue to be bound thereby.
2. The Lessee shall pay annual rent of Rs.40,000/= of the leasehold holding, in the District Land and Land Reforms Office of ... the B.L. & L.R.O., Singur Hooghly..... within first 60 days of the year for which such rent is payable. In case of delay or default on the part of the Lessee in payment of lease rent and other charges payable under these presents, the Lessee shall be liable to pay without prejudice to the other rights of the Lessor, interest @ 6½ per annum on the amount of the rent in arrear till the day of payment.
3. All money payable by the lessee to the Lessor under this deed shall, apart from other remedies, be realisable as a public demand under the Bengal Public Demands Recovery Act or any statutory modification thereof for the time being in force.

Contd..... P/4

D.
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[Signature]
Minister, Home
Government of India

1 - APR 2004

4. In the event of the Lessee holding over after the expiration of the period of this demise the Lessee shall be hold liable on account of any year subsequent to the expiry of the period of this demise for the rent at such rate as may be assessed upon the demised land at the revision of settlement.

5. Should the lessee duly and faithfully observe and fulfil the terms, conditions and covenants on the part of the Lessee herein-contained, the Lessee shall on the expiration of the aforesaid period of thirty years be entitled to have a renewal of the lease for a like period of thirty years and thereafter to successive like period upon the same terms and conditions save as to rent which may be increased or otherwise varied in accordance with the provisions of the law as may be in force from time to time.

6. If the Lessee dies/winds up before the expiration of the period of this lease or assigns his leasehold interests in the land described in Part I of the Schedule hereunder written, the heirs, executors, administrators, representatives or assigns of the Lessee shall duly get their names registered in the District Land and Land Reforms Office within three calendar months after obtaining possession of the holding and will possess and use the land and be bound by all terms covenants and conditions herein contained.

7. The Lessee shall not in any way diminish the value or injure or make any permanent alteration in the said demised land without the previous written consent of the District Land and Land Reforms Officer and shall not sell or dispose of any earth, clay, gravel, sand or stone from the demised land as stated in Clause 17 of these presents nor excavate the same except so far as may be necessary for

Contd.....P/5



R
REGISTRAR, HOSHIAPUR
OFFICE of the I. R. A.

19 - APR 2004

the execution of the works, for which the land has been leased out. In the event of making any ditch or excavation, which causes injury to the property without the consent of the D.L. & L.R.O., the D.L. & L.R.O. shall cause a notice to be served upon the Lessee asking him to fill in the ditch or excavation. Within one month from the date of receipt of such notice the Lessee shall comply with the instruction and report compliance to the D.L. & L.R.O.

8. The Lessee shall keep the land free from jungle and all sorts of nuisance. On his failure to do so, the District Land and Land Reforms Officer shall cause a notice to be served upon the Lessee asking him to remove the same. Within one month from the date of receipt of the notice the Lessee shall comply with the instruction and report compliance to the District Land and Land Reforms Officer.

9. The Lessee shall pay and discharge all existing and future rates, taxes and assessment, duties, impositions, outgoings and burdens whatever assessed, charged or imposed upon the demised premises or upon the Lessee or occupier thereof.

10. The Lessee shall preserve intact the boundaries of the holding and keep them well demarcated according to the requisition of the District Land and Land Reforms Officer. For the purpose of identification of boundary, boundary marks should be fixed as per specification to be prescribed by the District Land and Land Reforms Officer. It will be the duty of the Lessee to maintain all the boundary marks in good condition. Should any boundary mark be missing the lessee shall report the fact to the District Land and Land Reforms Officer. On receipt of the report the District Land and Land Reforms Officer shall arrange re-location of the positions of missing marks. Marks shall be restored by the Lessee immediately after relocation of the positions at his own expenses.



Handwritten signature

Sub Registrar, Hoshiarpur
Date: 14.4.2024

14 - APR 2024

11. The Lessee shall not be entitled to convert the demised land or any part thereof into a place of religious worship without the previous consent of the lessor obtained in writing or use or allow the demised premises or any part thereof to be used as place for cremation or burial.
12. The Lessee shall not use or permit any other persons to use the demised land or any part thereof for a purpose other than that for which it is leased or in a manner which renders it unfit for use for the purpose of the tenancy.
13. The Lessee shall not transfer his leasehold right in respect of part or whole of the demised land without prior permission in writing of the District Land and Land Reforms Officer, and shall not sub-let part or whole of the demised land.
14. Lessee shall not use nor permit any other person to use the demised land or any share or portion thereof for any immoral, illegal or unsocial purposes in any manner so as to become a source of grave danger to the public peace or public safety.
15. If the demised land or any part thereof shall at any time, be required by Government for a public purpose the Lessee shall give up the same on demand and the lease will be determined for the required parcel of land for the unexpired portion of the lease period and the lessee may be entitled to refund of proportionate amount of consideration money in respect of the subject land. If the land is required permanently the lease shall forthwith be determined and the Lessee shall be entitled to such fair and reasonable compensation for buildings and improvements effected by him as shall be decided by the State Government.

Contd.....p/7.



[Signature]
Minister, Education
GOVERNMENT OF INDIA

18 - APR 2004

16. The Lessor reserves to himself the right to all minerals on the lands together with such rights of way and other reasonable facilities as may be requisite for working, gathering and carrying away such minerals.

17. The Lessee shall, before building any pucca house, privy or latrine or industry or making any additions thereto or alterations therein, get the plan thereof approved by the appropriate agency such as Municipality, Development Authority, Gram Panchayat, Pollution Control Board etc. A breach of this condition will render the Lessee liable for ejection.

18. The Lessee shall permit the Lessor and his agents on 24 hours' notice at all reasonable time during the erection of the buildings and subsequent thereto to enter upon the demised premises to view the condition of the buildings for the time being erected or in course of erection thereon and for all other reasonable purpose.

19. All fossils, coins, articles of ancient value or artiquen and/or remains of geological and/or archaeological value or interest if found and/or retrieved from any part of the demised land the same shall be the absolute property of the Lessor and the Lessee shall ensure protection of the same untill removal and/or retrieval by the Lessor forthwith from detection.

20. On breach or non-observance of any of the foregoing covenants, terms or conditions, rendering the demised land unfit for use for the purposes of the tenancy, the lessee shall be liable to ejection in accordance with the provisions of the law for the time being in force, but without prejudice to any other right or remedy of the Lessor that any have accrued hereunder.

Contd.....P/8

D.
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[Signature]
Registrar, Hooghly
District of the I. R. Area

19 - APR 2004

AND THIS INDENTURE FURTHER WITNESSETH :

1) that notwithstanding any thing contained in this Indenture of Lease and subject to prior permission in writing of the Lessor, the Lessee may create a charge on the leasehold interest in the demised land in favour of Financial Institutions/Recognised Mutual Funds/Banks/Trustees for securing financial assistance which may be advanced to the Lessee by the said Financial Institutions/Recognised Mutual Funds/Banks/Trustees.

11) that the Lessor will not during the subsistence of the mortgage in favour of Financial Institutions/Recognised Mutual Funds/Banks/Trustees, forfeit or terminate the Lease or exercise the power of entry thereunder without giving 90 days' notice in writing. In case of any breach or default committed by the Lessee of the terms, conditions and covenants of this Lease, communications of the said breach or default will be made to the Lessee and copies of the same shall be endorsed to all the Financial Institutions/Recognised Mutual Funds/Banks/Trustees and reasonable opportunity may be given to the lessee or Financial Institutions/Recognised Mutual Funds/Banks/Trustees to rectify and remedy such breach or default. In the event of the Financial Institutions/Recognised Mutual Funds/Banks/Trustees enforcing their right as the Mortgagee the Lessor will recognise the transferee or assignee subject to the same terms and conditions contained in this Indenture of Lease and if only the transferee or assignee shall agree to pay enhanced land premium/selami and annual rental dues against original Lessee and other charges, if due, at the prevailing time and finalise and execute amendment to this Indenture of Lease to that extent.

. Contd.....p/9

D.
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Ad

RECEIVED, DISTRICT
OFFICE of the D.C. A.C.

10 - APR 2004

111) that the Lessor unless there is any-thing repugnant to its interest in the land, will not terminate the Lease upon winding up/Bankruptcy/insolvency of the Lessee company without reference to the Finance Institutions/Recognised Mutual Funds/Banks/Trustees so long as the mortgage in favour of the Financial Institutions/Recognised Mutual Funds/Banks/Trustees are subsisting.

iv) that Financial Institutions/Recognised Mutual Funds/Banks/Trustees will be entitled to receive and appropriate the realisation for the payment of their respective mortgage debts inclusive of principal, interests, incidental costs, expenses and all other moneys payable under the respective mortgage securities in full and to appoint Receiver/Manager to take any other steps as provided in law subject to the rights and claims of the Lessor and subject to the conditions that Financial Institutions/Recognised Mutual Funds/Banks/Trustees shall obtain prior permission in writing of the Lessor in the event of initiation of such proceedings.

Typed by me

Arundhati Sen

D.
ng



[Signature]
 Registrar, Hooghly
 (I & B) of the I. E. Act

9 - APR 2004



[Signature]
 Registrar, Hooghly
 (I & B) of the I. E. Act

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SCHEDULE OF LANDS

M/S BRAITHWAITE & COMPANY LTD.

Mouza : Gournatt-Champant, J.L. : 21, P.S. : Bhadreswar, Dist. : Hooghly,
Gournatt Sheet No. 1 & 2, P.S. : Chandannagore, Dist. : Hooghly.

(Page no.1)

Plot No. Area Classification

908	.046	Bhltt	1181	.264	Bhltt
909	.014	-Do-	2307	.152	-Do-
910	.030	-Do-	2313	.173	-Do-
2312	.556	-Do-	516	.252	-Do-
904	.294	-Do-	579	.075	Tank
2306	.118	-Do-	580	1.076	Bhltt
577	.695	-Do-	1183	.448	-Do-
1191	6.851	-Do-	582	.096	-Do-
1192	.103	-Do-	1189	.520	-Do-
1193	.104	-Do-	1214	.355	-Do-
1194	.215	-Do-	1230	.457	-Do-
1195	.111	-Do-	907	.324	-Do-
328	.373	-Do-	916	.017	-Do-
338	.355	-Do-	1213	.300	-Do-
1338	.465	-Do-	1232	.554	-Do-
1340	.120	Pond	2302	.084	-Do-
1341	1.954	Bhltt	1184	.483	-Do-
334	.768	-Do-	1206	.736	-Do-
341	.718	-Do-	1229	.989	-Do-
344	.346	-Do-	1342	.522	-Do-
517	2.820	-Do-	911	.048	-Do-
1151	2.083	-Do-	912	.001	-Do-
1152	.451	Pond	1182	.243	-Do-
1186	.800	Bhltt	1207	1.011	-Do-
1208	.355	-Do-	1212	.249	-Do-
1210	.841	-Do-	1233	.815	-Do-
925	.272	-Do-	913	.024	-Do-
2314	.411	-Do-	914	.057	-Do-
576	.072	-Do-	921	.016	-Do-
584	.366	-Do-	923	.937	-Do-
585	.103	-Do-	1190	1.381	-Do-
1188	.228	-Do-	1202	.517	-Do-
1196	2.229	-Do-	920	.130	-Do-
1197	.245	-Do-	1203	.319	-Do-
1201	1.029	-Do-	1204	.465	-Do-
1205	.588	-Do-	902	.409	-Do-
1211	.210	-Do-	2301	.082	-Do-
1215	8.585	-Do-	2304	.089	-Do-
1216	.348	Tank	2305	.095	-Do-
1231	.093	Bhltt	2310	.065	-Do-
2303	.289	-Do-	903	.775	-Do-
2309	.232	-Do-	905	.854	-Do-
1157	1.037	-Do-	1185	1.258	-Do-
1187	1.801	-Do-	1248	.811	-Do-

(Contd. to page no. 2)



[Signature]
Registrar, Hooghly
Off (P.M.) of the L. E. A.

18 - APR 2004

<u>t No.</u>	<u>Area</u>	<u>Classification</u>	<u>Plot No.</u>	<u>Area</u>	<u>Classification.</u>
915	.057	Bhiti	917	.009	Bhiti
913	.036	-Do-	1153	.113	-Do-
919	.058	-Do-	1209	.156	-Do-
924	.305	-Do-	581	.051	-Do-
583	.063	-Do-			

TOTAL : 59.100 acres of land.

Typed by me

Arunachal Singh



Registrar, Hoogly
etc (722) of the I. R. Act

9 - APR 2004



Ref: I
To: ...
Tolam No... 11 (Eleven)
Page... 15
Being No... 394
For the year 18... 24

Ref: I

21/4/04
Registrar, Hoogly
etc (722) of the I. R. Act