

12330/10

14291

भारतीय गैर न्यायिक

पचास
रुपये
रु. 50

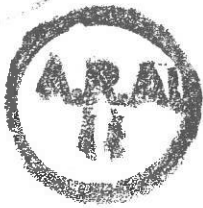


FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL

44 पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

F 838991



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar
of Assurances-II, Kolkata

30/11/10

DEED OF LEASE

THIS DEED is made on this 22nd day of November, Two Thousand Ten (2010) BETWEEN MR. RANJIT SEN, son of Late Sisir Coomar Sen, residing at No. 51, Jagannath Tewari Road,

223

Handwritten notes and signatures at the bottom right.

16 NOV 2010

Sl. No. 8294 DATE.....
NAME Bengal Tools Ltd
ADD. Jorajar Rd KOL
AMT 50/-

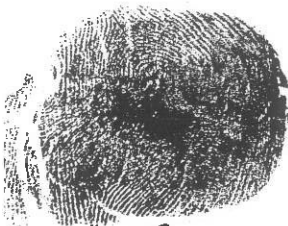
Anitava Guin



6688C

EXECUTIVE DIRECTOR
(A. GUIN)
BENGAL TOOLS LTD
Anitava Guin
BENGAL TOOLS LTD (A. GUIN)
Executive Director

M. Ghosh
REGISTRATION OFFICE
LICENSING OFFICE
KOLKATA REGISTRATION OFFICE



6689C

Ranjita Guin



Identified by

Sudip Kumar Mallik
A.D.

High Court Calcutta
& M.M. Court





Government Of West Bengal
Office Of the A. R. A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 14291 of 2010
(Serial No. 12330 of 2010)

On

Payment of Fees:

On 29/11/2010

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 20.20 hrs on :29/11/2010, at the Private residence by A Guin ,Claimant.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 29/11/2010 by

1. Ranjit Sen, son of Late Sisir Coomar Sen , Dum Dum Cantonment, 51, Jagannath Tewari Road, Thana:-Dum Dum, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- , By Caste Hindu, By Profession : Others

2. A Guin
 Executive Director, M/s Bengal Tools Limited, Todi Mansion, P-15, India Exchange Place Extention, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700073 .
 , By Profession : Others

Identified By S Mallick, son of - , High Court, Kol, District:-Kolkata, WEST BENGAL, India, P.O. :- , By Caste: Hindu, By Profession: Advocate.

(Sudhakar Sahu)
 ADDL. REGISTRAR OF ASSURANCES-II

On 30/11/2010

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 35(a),5 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 223/-, on 30/11/2010

(Under Article : ,E = 7/- ,A2(a) = 132/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 30/11/2010)

Deficit stamp duty

Deficit stamp duty Rs. 1133/- is paid 05469622/11/2010 State Bank of India, CALCUTTA MAIN BRANCH, received on 30/11/2010



(Sudhakar Sahu)
 ADDL. REGISTRAR OF ASSURANCES-II

30/11/2010 15:26:00

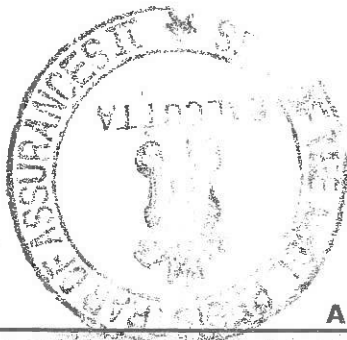
EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A. R. A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 14291 of 2010
(Serial No. 12330 of 2010)

(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES-II



(Sudhakar Sahu)
ADDL. REGISTRAR OF ASSURANCES-II

Dum Dum Cantonment, within P.S. Dum Dum, Kolkata, in Dist. 24-Parganas (North), hereinafter called "THE LESSOR" (which expression shall unless excluded by or repugnant to the subject or context deem to mean and include his heirs, executors, assigns and legal representative) of the **ONE PART**.

AND

M/S BENGAL TOOLS LIMITED, a Company incorporated under the companies act, 1956, having its registered office at Todi Mansion, P-15, India Exchange Place Extension, Kolkata- 700 073, hereinafter called "**THE LESSEE**" (which expression shall unless excluded by or repugnant to the subject or context deem to mean and include his heirs, executors assigns and legal representative) of the **OTHER PART**.

WHEREAS one Amritlal Sen since deceased purchased the Premises no. 11, Mall Road along with 1 and 2 "Sister House" now 57, Telephone Exchange over Jessore Road by a Deed of Conveyance on 2nd March, 1885 and the same was registered in the Book No. I, Volume No. 30, pages 98 to 117 being no. 667 for the year 1885 at the office of the Registrar, Calcutta. The said Amritlal Sen died intestate on 21.2.1915 leaving him survived by his two grandsons namely Upendra Nath Sen and Narendra

Nath Sen both sons of his only son Sashi Bhusan Sen who predeceased him.

AND WHEREAS the said Narendra Nath Sen died intestate on 30th May, 1938 leaving him survived by his widow Mrs. Radha Rani Sen and five sons namely Sudhir Coomar Sen since deceased, Sunil Coomar Sen since deceased, Sukumar Sen, Subodh Coomar Sen since deceased and Sisir Coomar Sen since deceased .

AND WHEREAS by an amicable deed of Partition entered into on 2nd October 1940 by and between said Upendra Nath Sen of one part and the said sons and widow of late Narendra Nath Sen of the other part and registered with the Sub-registrar, Cossipore, Dum Dum being No. 2613 for the year 1940 in Book No. I, Volume No. 43, pages 221 to 258 the said premises no. 11 Mall Road had been allotted to the said sons and widow of Narendra Nath Sen since deceased.

AND WHEREAS the said premises no. 11 Mall Road was subsequently subdivided by Dum Dum Municipality into Premises no. 15, 17 and 44 Mall Road (now K.B.Sarani Dum Dum Cantonment)

AND WHEREAS under a deed of lease dated 12.6.1970 registered with the Sub Registrar, Cossipore, Dum Dum being No. 6576 for the year 1970 the said Sudhir Coomar Sen since deceased, Sukumar Sen, Sisir Coomar Sen since deceased, Sunil Coomar Sen since deceased, Subodh Coomar Sen since deceased and Radha Rani Sen @ Radha Rani Dassi since deceased leased our more or less 37 Cottahs of Land with buildings thereon being a portion of said Premises no. 17 Mall Road now K.B.Sarani, more fully described in the Schedule hereunder as well as thereunder written on the terms and conditions contained in the lease deed, unto and in favour of one M/s. Eastern Alumin Fabricators Pvt. Ltd. now under liquidation for a period of 19 years 10 months (with option of renewal for a further period of 10 years) with effect from 1st day of October, 1968.

AND WHEREAS said Radha Rani Sen died intestate on 30th day of May, 1985.

AND WHEREAS on 27th November, 1981 Sisir Coomar Sen died intestate leaving him survived by his widow Aparna Sen and three sons namely Ranjit Kumar Sen and Rathin Sen and Rabin Sen.

AND WHEREAS on 11th September, 1982 Sudhir Coomar Sen died intestate leaving him survived by his widow Indrani Sen and three sons namely, Ashoke Kumar Sen, Tapan Sen and Swapan Sen.

AND WHEREAS the said Indrani Sen widow of Sudhir Coomar Sen died in the year 1986.

AND WHEREAS on 2nd January, 1991 Subodh Coomar Sen died intestate leaving him survived by his widow Mrs. Pravabati Sen and son namely, Sabayachi Sen.

AND WHEREAS the said Aparna Sen widow of Sisir Cookar Sen died in the year 1994.

AND WHEREAS on 10th day of October, 2002 Sunil Coomar Sen died intestate leaving him survived by his widow Mrs. Gita Sen and son namely, Soumitra Sen.

AND WHEREAS thus the lessor are the present owners of the Scheduled premises.

AND WHEREAS said demarcated portion of 17 Mall Road comprising more or less 37 Cottahs of land leased out to M/s.

Eastern Alumin Fabricators Pvt. Ltd. had subsequently been bifurcated by the Dum Dum Municipality and renumbered as Premises no. 17/15 Mall Road.

AND WHEREAS while remaining in possession and carrying business at 17/15 Mall Road after few years the said M/s. Eastern Alumin Fabricators Pvt. Ltd. failed and neglected to pay rent to the then Lessor and as such the then Lessor filed a winding petition before the Hon'ble High Court at Calcutta.

AND WHEREAS after filing of the said winding up petition the said company M/s. Eastern Alumin Fabricators Pvt. Ltd. appeared and contested the said application for winding up.

AND WHEREAS the Hon'ble High Court gave the said company sufficient opportunity to pay the debts due to Lessor which the said company could not and became unable to pay its debts.

AND WHEREAS since the said company became commercially insolvent and unable to pay its debts the Hon'ble High Court directed the company to be wound up and official liquidator was appointed as the liquidator who took possession of the plants and machineries of M/s. Eastern Alumin Fabricators Pvt. Ltd. located at 17/15 Mall Road Dum Dum Cantonment.

AND WHEREAS while carrying business at 17/15 Mall Road and before the winding up order was passed by the Hon'ble High Court the said M/s. Eastern Alumin Fabricators Pvt. Ltd. obtained loan from State Bank of India by hypothecating its plants and machineries and on failure to repay the said Bank loan the State Bank of India instituted a suit before the Hon'ble High Court and the Bank obtained a decree thereunder.

AND WHEREAS after passing the said decree the said State Bank of India applied for recovery of their decretal dues by sale of the plants and machineries of M/s. Eastern Alumin Fabricators Pvt. Ltd. then under liquidation.

AND WHEREAS pursuant to the said application the Hon'ble High Court directed the official liquidator to sell the plants and machineries of M/s. Eastern Alumin Fabricators Pvt. Ltd. then under liquidation by the official liquidator.

AND WHEREAS in a bid under an auction sale one Ganesh Investment Corporation was declared highest bidder.

AND WHEREAS in terms of the order dated 17.11.1980 passed by the Hon'ble High Court in C.P. No. 343 of 1977 filed by the Owners of the scheduled premises the Ld. Official Liquidator of

the Hon'ble High Court under deed dated 2nd February, 1982 registered with the Registrar of Assurances Calcutta being No. 1602 for the year 1982 in Book No. I, Volume No. 90, pages 1 to 8 assigned in favour of the said M/s. Ganesh Investment Corporation Pvt. Ltd. the unexpired lease dated 12.6.1970 for the residuary period of the principal lease on the terms and conditions mentioned therein.

AND WHEREAS after removing their all plants and machineries, on 3rd April, 1992 said M/s. Ganesh Investment Corporation Pvt. Ltd. inducted one M/s. Mars Industrial Design Pvt. Ltd. as sub lessee in respect of the schedule premises.

AND WHEREAS said M/s. Mars Industrial Design Pvt. Ltd. under a written agreement dated 15.7.1999 inducted above M/s Bengal Tools Ltd. as a monthly tenant in respect of the scheduled premises with effect from 1st August 1999 and put said M/s. Bengal Tools Ltd. in possession thereof after removing their all plants and machineries.

AND WHEREAS since then the said Bengal Tools Ltd. the lessee herein, is in physical possession of the scheduled premises enjoying the same running their factory after installing their own Plants and Machineries

AND WHEREAS on the ground of default in paying rent and as also for taking possession of the scheduled premises, as the lease expired long back, the present owners made an application being C.A. No. 424 of 2000 in above C.P. No. 343 of 1977 and after hearing them the Hon'ble High Court had been pleased to pass an order on 8th December, 2003 directing the Official Liquidator to sell the Plants and Machineries of M/s. Ganesh Investment Corporation Pvt. Ltd. lying at the above premises and release the proceeds to the petitioners and also deliver to them the vacant possession of the premises.

AND WHEREAS in view of the fact that said M/s. Ganesh Investment Corporation Pvt. Ltd. and M/s. Mars Industrial Design Pvt. Ltd. after removing all their plants and Machineries from there, inducted M/s. Bengal Tools Ltd. the lessee running at the scheduled premises their factory since August, 1999 after installing there all its Plants and Machineries, the landlords therein, herein described as the lessor decided to come to mutual agreement with the said M/s. Bengal Tools Ltd. to which the said company also duly responded with a view to keep their production uninterrupted and the said landlords, herein described as lessor, entered into a tenancy agreement with the lessees herein, therein described as tenant on 1st day of January, 2004.

AND WHEREAS if was a condition of the said tenancy agreement that the said tenancy shall continue until the said monthly tenancy would be converted into a registered lease for the period mentioned therein.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the monthly rent hereby reserved and of the covenants conditions and stipulations hereinafter contained and on the part of the lessee to be paid performed and observed the lessor as such single owner thereof as aforesaid do and each of them doth hereby demise unto the lessee **ALL THAT** the one storied brick-built factory with asbestos roofing shed together with the pucca office rooms durwan quarter privy and bath and they are all enclosed within boundary walls **TOGETHER WITH** the piece or parcel of land thereunto belonging whereon or on part whereof the same are erected and built containing by estimation as area of about 37 cottahs be the same a little more or less being Block No. 17/15 forming a part of the said parent premises no. 17N/1, K.B. Sarani more fully and particularly described and mentioned in the schedule hereinunder written and also delineated and shown in the map or plan hereto annexed and thereon enclosed within red border **TOGETHER WITH** all ways paths passages lights drains sewers water-courses and appendages whatsoever thereunto belonging

or in any wise appertaining thereto or usually held used occupied or enjoyed therewith TOGETHER ALSO WITH ALL the rights of easements appurtenances and privileges thereunto belonging (hereinafter collectively referred to as the "**DEMISED PREMISES**") **TO HAVE AND TO HOLD** the same unto the lessee for a term of 21 years commencing from the First day of November, 2010 with option on the part of the lessee of his share to renew and continue the said lease for a further period of ten years as hereinafter provided **YIELDING AND PAYING** therefore the monthly rent of Rs.455/- (Rupees Four hundred Fifty Five) only which will be enhanced after completion of each 5th year of tenancy at the rate of 10% per month excepting the renewal period thereof which will be settled at the then market rate, such rents to be paid to the lessor at such place or places as they may from time to time direct in writing on or before 15th day of the month next following the month according to English calendar for which the same will be due without any abatement or deduction whatsoever.

1. **AND THE LESSEE DOTH HEREBY** covenants with the lessor as follows :-

- a) To pay the monthly rent in the manner and within the time aforesaid.

- b) To pay and bear proportionate part of all municipal rates and taxes and/or assessments and impositions as now payable or which may hereinafter become payable in respect of the demised premises whether payable by the owner or by the occupier.
- c) To pay the development charges to the Municipality if any at the time of mutation of name of the lessee as lessee occupier in the assessment register of the Municipality, if necessary.
- d) To use the demised premises for the purpose of manufacturing and all other allied operations of lessee without creating any nuisance or annoyance to the neighbours.
- e) Not to make any material alterations to or any additions in or upon the demised premises nor to put up new structures thereon without prior written consent of the lessor . But such consent, shall not be unreasonably refused or withheld.
- f) Not to allow the demised premises or any portion thereof to be used for any illegal or immoral purposes.

- g) Not to sublet or assign the demised premises or any part thereof without the prior written consent of the lessor such consent however, shall not be unreasonably refused or withheld. But this will not prevent the lessee from accommodating its sister concerns and associates in which the lessee shall have direct interest.
- h) Not to remove any of the lessor ' fixtures or fittings now existing without prior written consent of the lessor .
- i) Not to store any inflammable or combustible substance in the demised premises or any portion thereof except to the extent as may be required for the purpose of carrying on the business of the lessee and for which whenever necessary prior permission of the competent authority has been obtained.
- j) To comply with and observe and perform all statutory requisites and other municipal rules and regulations, if any as may be applicable to the demised premises.
- k) To pay all charges for electricity to be consumed by the lessee in the demised premises for which the lessee will

be entitled to have one or more meters at its costs and expenses.

- l) To permit and allow the lessor or his duly authorized agent/s from time to time at reasonable hours in the day time with reasonable prior notice in writing, with or without workmen to enter into and upon the demised premises to view the state and condition thereof and to repair and make good all defects and want of repair which the lessee shall be liable to do under the covenants herein contained and for which notice in writing have to be given by the lessor within a period of three months.
- m) To keep and maintain the demised premises in good and tenantable repair and condition and do and execute or cause to be done executed all petty repairs that shall or may from time to time or required to be done thereto.
- n) At the expiration or sooner determination of the said term peaceably and quietly yield and deliver up to the lessor possession of the demised premises in a good condition as the same now are, reasonable wear and tear thereof and damage thereto by tempest, earthquake or fire or violence or army or mob or any irresistible force being

excepted **PROVIDED HOWEVER** the lessee shall be at liberty to remove from the demised premises all the machinery with fixture and fittings thereto before delivering possession to the lessor.

THE LESSOR DO AND EACH OF THEM DOTH
HEREBY covenant with the lessee as follows :

- a) The lessor has constructed the building and the latrine and other godown sheds and structures as indicated in the plan hereto annexed.
- b) To permit the lessee to set up such plants machinery and other appliances in the demised premises as the lessee may deem necessary and at the pleasure of the lessee to remove the said plants, machinery and other appliances before the expiration of the said term hereby granted provided no damage shall be caused by reason of such removal of plants and machinery and other appliances from the demised premises.
- c) The lessee paying the rents hereby reserved and observing and performing the various covenants and conditions herein contained and on the part of the lessee

to be paid observed and performed shall peaceably hold and enjoy the demised premises during the said term and of the renewals, thereof without any interruption by the lessor or any persons rightfully claiming under or in trust for them or any one of them.

- d) The party of the First part by virtue of this Deed of Lease consents the party of the second part to mortgage the lease hold interest under the deed of lease dated November, 2010 the said property to any financial institution /s, banks for any purpose whatsoever upto 21 years from November, 2010. During the tenure of the current lease period, the party of the first part will not revoke this right from the party of the second part at any point of time by virtue of the undertaking in this deed and provided the terms and conditions and covenant in the Deed of Lease dated November, 2010 are duly paid observed and performed regularly by the party of the second part.

3. **AND IT IS HEREBY** expressly agreed and declared by and between the parties hereto as follows :

- a) If the rents hereby reserved or any part thereof shall remain unpaid for three consecutive months after becoming due and payable as aforesaid or if any covenant or condition herein contained and on the part of the lessee to be paid observed and performed shall not be paid observed or performed or if any proceeding are taken for winding up of the lessee then and in any of the said cases it shall be lawful for the lessor at their option at any time thereafter to enter into the demised premises in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the lessor in respect of the previous breach of any of the lessee's covenants , conditions or agreements herein contained.
- b) If at any time during the continuance of this lease the demised premises or any portion thereof be acquired by the Government, Calcutta Improvement Trust, Municipal Corporation of Calcutta or any other public body or bodies under any law for the time being in force then this demise shall be deemed as determined and the lessor shall be entitled to be compensation money payable to them for the demised premises including brick built buildings standing thereon and all additions and

improvements thereto and the lessee shall be entitled to the compensation money payable for loss of business in the demised premises.

- c) If the constitution of the lessee's business is altered and/or converted in any manner, such alteration shall not in any way affect or prejudice the relationship of the lessor and the lessee as to the holding of the demised premises by the lessee under the terms and conditions of the presents with the lessor .

- d) If the lessee shall be desirous of continuing the lease hereby created for further period of 10 years on the expiration of the term of 21 years hereby granted and shall give notice in writing of the same to the lessor at least three months previous to the expiration of the term hereby granted and shall upto the expiration of the said terms hereby granted observed and performed the covenants and conditions on its part hereinbefore contained then the lessor shall and will let the demised to the lessee for a further period of 10 years from the expiration of the term of 21 years hereby granted subject in all respects to the same covenants and conditions as are herein contained excluding the clause of renewal as

well as the monthly rent in respect of renewal period of 10 years and the rent payable by the lessee to the lessor during the renewal period will be settled at the then market rate. A separate lease will be executed and registered for renewal period of 10 years.

- e) Cost for preparation, execution, and Registration fees including stamp will be borne and paid by the lessee.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT the 1/11th share of the brick built building with asbestos roofs thereon (namely One factory shed 10' x 52', office rooms, latrines, rooms for darwans) together with the piece or parcel of land thereunto belonging 37 Cottahs of land, be a little more or less, whereon had on part whereof the same are created and built situated lying at and being premises no. 17/15 Mall Road (formerly a portion of premises no. 17, Mall Road, presently known as K. B. Sarani), Dum Dum Cantonment within the jurisdiction of Dum Dum Municipality, Police Station Dum Dum, Sub Registrar, Cossipore Dum Dum in the District of North 24-Parganas and comprised in ^{Khatian 18-115} Dag no. 2329 and a portion of Dag No. 2331 of the Government Settlement.

IN WITNESS WHEREOF the parties hereto have
hereunto set and subscribed their respective hands and seals on
the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the LESSOR at Kolkata in the

presence of :

1. *Ananya Kishore Banerjee*
J-324, Patuli
Kolkata-700094

2. *Susanti Talukder*
1/69 A Halimnagar, P.O. - Halim
KOL - 78

FOR BENGAL TOOLS LTD

Anita Banerjee

(A. GUIN)

Executive Director

SIGNED, SEALED AND DELIVERED

by the LESSEE at Kolkata in the

presence of :

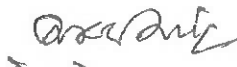
1. *Ananya Kishore Banerjee*

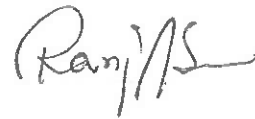
2. *Susanti Talukder*

MEMO OF CONSIDERATION

Paid Rs.5,000/- (Rupees Five thousand) only as this year's annual rent in advance.






















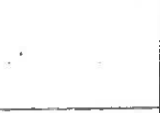
Witnesses:

1. 



2. 

SPECIMEN FORM FOR TEN FINGERPRINTS

						
						
<p>PHOTO</p>						
<p>PHOTO</p>						

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 46
Page from 4590 to 4615
being No 14291 for the year 2010.



(Sudhakar Sahu) 01-December-2010
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A. R. A. - II KOLKATA
West Bengal