DATED _____ 1969.

The Governor of The State of West Bengal,

- And -

M/s. Jessop & Co. Ltd.

L E A S E.

Dey Bipran & Co.,
25, Netaji Subhas Road,
Calcutta-1.

STAMP AFFIXED BY.

STAMP SUPPLIER SENDHAW
HALDIYA COLLECTORATE

3327

JOINT SUB-REGISTRAR OF RANIGANJ
AT DURGAPUR

THIS INDENTURE OF LEASE made this 10th day of July One thousand nine hundred and sixty-nine BETWEEN THE GOVERNOR OF THE STATE OF WEST BENGAL hereinafter called the "Lessor" (which expression shall include his successors in office and assigns) of the one part and M/S. JESSOP & COMPANY LIMITED a company registered under the Companies Act, 1913 and having its registered office at 63, Netaji Subhas Road, Calcutta-1 hereinafter called the "Lessee" (which expression shall unless excluded by or repugnant to the context be deemed to include its successor and assign) of the other part :

WHEREAS the Lessee has applied to the Lessor for the grant to it of a lease of the plot of land hereinafter more particularly mentioned and described in the Schedule hereunder written, being part of the area of land acquired and being developed by the Government of West Bengal (hereinafter referred to as the "Government") under the Land Acquisition and Development Scheme for West Bengal, for the period and on the terms, conditions and covenants hereinafter mentioned and the Lessor has agreed to the proposal of the Lessee.

NOW

JOINT SUB-REGISTRAR OF RANIGANJ
AT DURGAPUR

NOW THIS INDENTURE WITNESSETH as follows :-

1. In consideration of the salami or premium of the sum of Rupees three lacs nine thousand seven hundred and fifty only being at the rate of Rupees Seventy-five thousand only per acre agreed to be paid to the Lessor by the Lessee out of which a sum of Rupees Three lacs nine thousand seven hundred and fifty only was paid on Eleventh day of November One thousand nine hundred and sixty-four, Fifth day of November One thousand nine hundred and sixty-five and Thirteenth day of December One thousand nine hundred and sixty-six towards full satisfaction of premium and the promise of the Lessee to pay the rent and the Lessee's covenants hereinafter reserved and contained the Lessor doth hereby demise unto the Lessee ALL THAT piece or parcel of land hereditaments and premises more particularly described in the Schedule hereunder written (hereinafter referred to as the 'demised land') TO HOLD the same UNTO the Lessee as from the Twenty-second day of October One thousand nine hundred and sixty-five for the term of Nine hundred and ninety-nine Years paying an annual rent at the rate of Rupees Two hundred and fifty only during the said term on the Thirty-first day of March every year for the year for which such rent shall be due and payable without any deduction or abatement whatsoever.

2. That the Lessee to the intent that the obligations may continue throughout term hereby created hereby covenant with the Lessor as follows :-

1) To pay the annual rent of the demised land at the rate of Rupee One per cottah or part thereof reserved from the

the year of possession i.e. One thousand nine hundred and sixtyfive- One thousand nine hundred and sixty-six.

ii) To bear pay and discharge all existing and future rates, taxes, assessment duties, impositions and outgoings whatsoever imposed or charged upon the demised premises or upon the owner or occupier in respect thereof or payable by either in respect thereof.

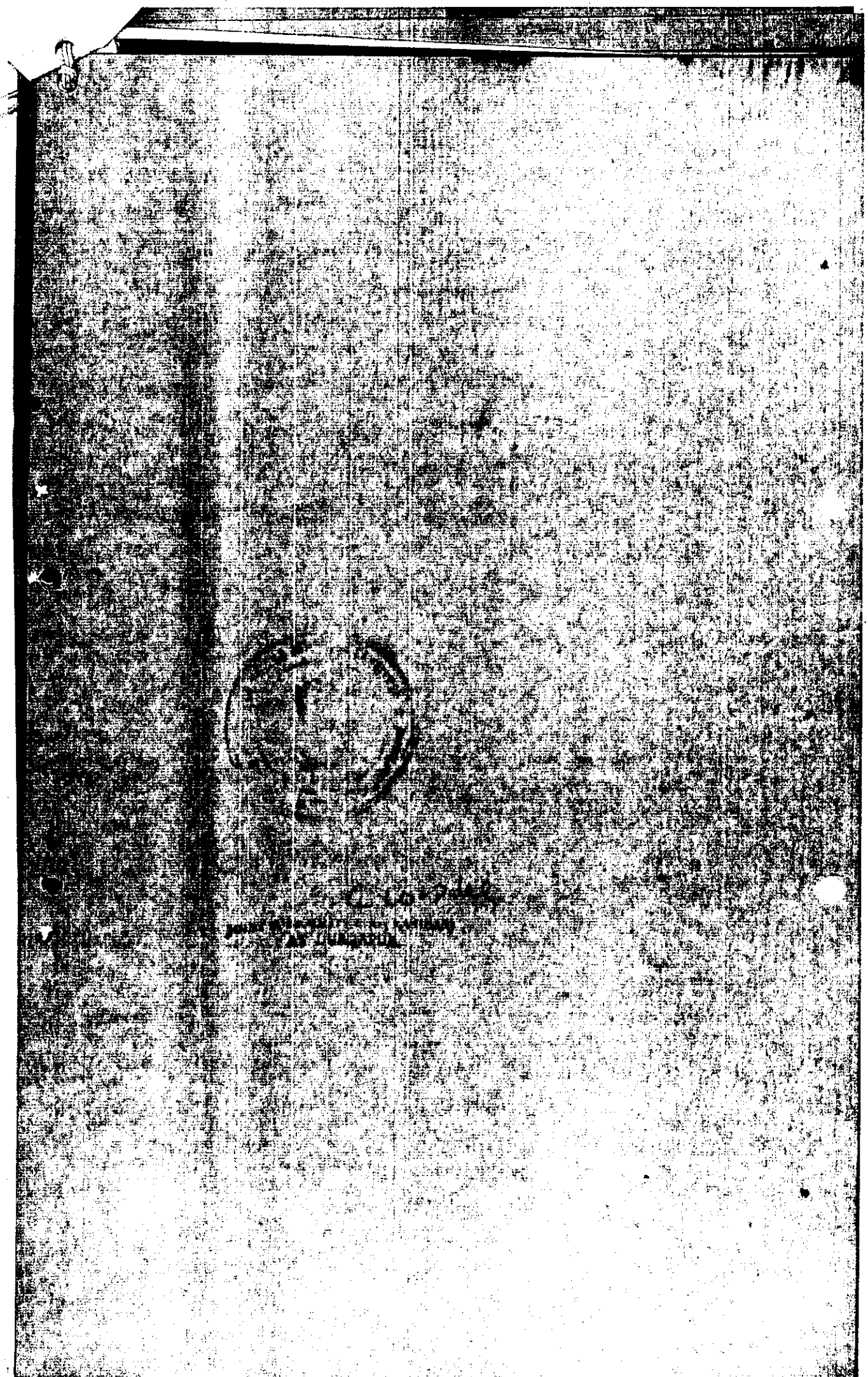
iii) To construct the buildings hereinafter mentioned, according to the rules of the Municipal authority having jurisdiction and in the absence of such authority according to the rules as may be prescribed by the Government and according to the plans, elevations, designs and sections as may be sanctioned by the Government or by any local or statutory authority in that behalf within five years from the date on which the premises are demised to the lessee.

iv) To use the demised land for the purpose of erecting buildings for residential purposes and for no other purpose whatsoever without the previous consent in writing of the Government.

v) Not to erect or build or permit to be erected or to be built on the demised land any building other than that as hereinbefore provided and shall not make additions and alterations of the site and to the building so to be erected and built as aforesaid except with the prior approval of Government or any other local or statutory authority in that behalf as the case may be.

vi) Not to assign, underlet or part with the possession of the demised land or any part thereof without first

obtaining



obtaining the written consent of the Lessor. The Government shall have the right to impose such conditions as it may think fit in case it decides to consent to the Lessee assigning the leasehold interest in the demised land to any other person.

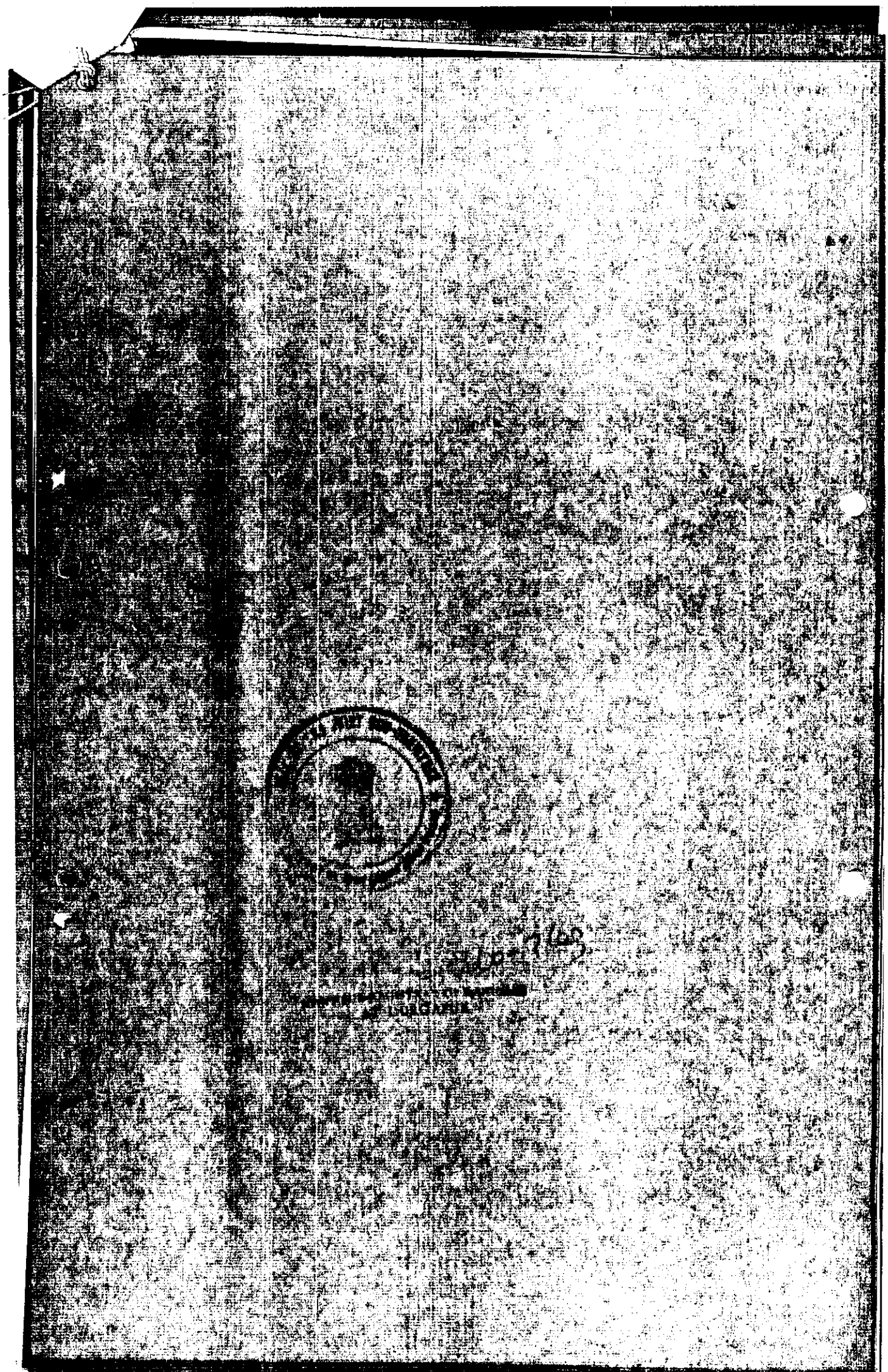
vii) Not to mortgage or charge the leasehold interest of the Lessee in the demised land and the buildings to be erected thereon without the previous consent in writing of the Government.

viii) To bear and pay all expenses incurred in respect of preparation, execution and registration of this Lease including the stamp duty and registration fees payable therefor.

ix) To pay the proportionate charges for the lighting of street lights near the demised premises and the proportionate cost for the maintenance of the pumps for the supply of water and gas to the demised premises at such rates as will be fixed by the Government or any other appropriate authority as the case may be.

x) Not to use or allow to be used the leasehold premises and/or the buildings and structures to be erected or erected thereon for any illegal or immoral purposes or to be so used as to cause any annoyance or inconvenience to the occupiers of adjoining or neighbouring premises.

xi) To keep the demised premises including the buildings, sewers, drains, walls and appurtenances in clean and sanitary condition and in a proper state of habitable condition and repairs and to keep the boundaries of the



the demised land well marked so that the same may be easily recognised and identified.

xii) To observe, perform and comply with all requisitions as may from time to time be made by the Government or any local or statutory body in respect of the land and the buildings and structures that may be erected thereon by the Lessee.

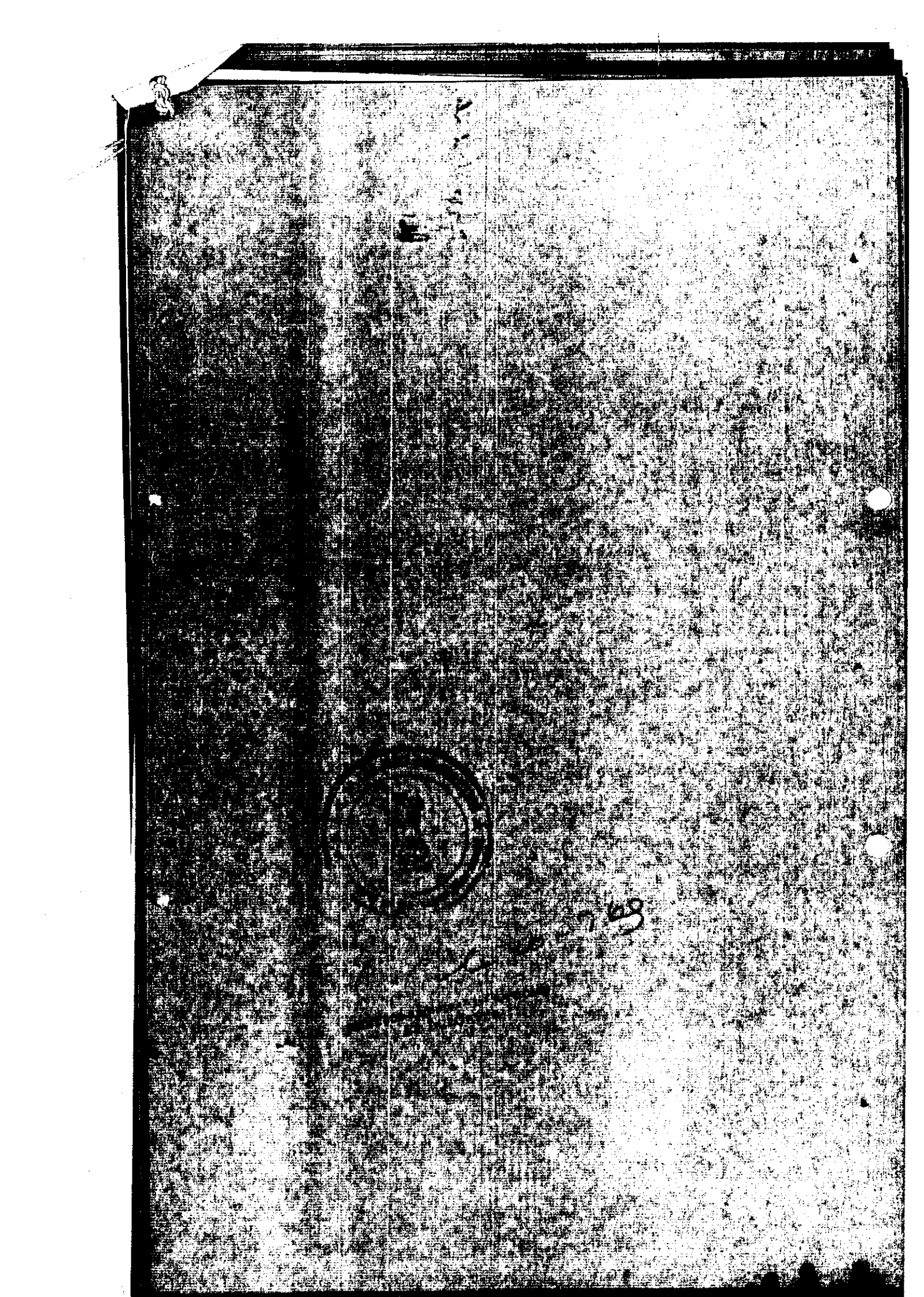
xiii) To yield up the demised premises with fixtures except tenant's fixtures and additions thereto at the determination of the tenancy in good and tenantable repair and condition in accordance with the covenants hereinbefore contained.

xiv) Not to subdivide the plot.

xv) Not to construct or allow construction of a place of public worship in any part of the demised land without the permission of the Government in writing being first had and obtained.

xvi) The Government shall have the right and be entitled to resume and possess the demised premises in default of observance and performance by the Lessee of any of the terms, conditions and covenants herein on his part contained.

9. The Lessor hereby covenants with the Lessee that the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained shall peaceably hold and enjoy the demised land during the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for him.



4. PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED as follows:

(a) If the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable - (whether formally demanded or not) or if any covenant on the Lessee's part herein contained shall not be performed or observed or if the Lessee or other person in whom for the time being the term hereby created shall be vested shall become bankrupt then and in any of the said cases it shall be lawful for the Lessor at any time thereafter to re-enter upon the demised premises or any part thereof 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 any breach of the Lessee's covenants herein contained.

(b) Any notice to Lessee required to be served hereunder by way of request demand or otherwise howsoever may be given by the Governor or the Government by leaving the same at or sending the same by post at the address of the Lessee hereinmentioned and any notice sent by post shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by the Government's officer in charge of the Despatch Department that the envelope was duly posted shall be conclusive.

(c) Should on actual measurement the area of the said demised land with demarcation of the boundaries thereof be

be found to be in excess of the area mentioned in the Schedule hereunder written the Lessee shall be bound to pay proportionately additional amount as premium or salami within a fortnight from the date when the Lessee is called upon to make such payment by the Government. In default of such payment the amount of such additional premium or salami shall carry interest at the rate of eight per cent per annum. Should however the area on such measurement upon demarcation be found to be less than the area mentioned in the Schedule Hereunder written the Lessee shall be entitled to a proportionate abatement of the premium or salami and the amount of such abatement shall be credited to the account of the Lessee towards the balance of the premium or salami remaining unpaid as hereinbefore mentioned.

(d) All sums payable by the Lessee to the Lessor and/or the Government under these presents for premium or salami, rent, interest or otherwise shall be recoverable as a public demand under the Bengal Public Demands Recovery Act or any statutory modifications thereof for the time being in force.

(e) Possession of the demised Land was handed over to the Lessee on the second day of October One thousand nine hundred and sixty-five.

THE SCHEDULE above referred to:-

ALL THAT piece or parcel of land measuring 249.86 cottahs and 17[illegible] square feet (4.13 acres) be the same a little more or less situate lying at Block No. 2(a) comprising in C.S.

C. S. Plot Nos. 220 (Part), 214/2493 (Part) within Khatian Nos. 163, 147, 151 Mouza Gopinathpur J. L. No. 85 Touzi No. 1 Sub-Division Durgapur Thana Durgapur Sub-Registration Office Gopalmath in the District of Burdwan within the Durgapur Notified Area Authority and butted and bounded in the manner following, that is to say on the -

North by :- D.P.A. acquired open land of Sector 2(a)

West by :- D.P.A. acquired open land of Sector 2 (a)

East by :- Proposed 100'-0" wide Road of Sector 2 (a)

South by :- Proposed 80'-0" wide Road of Sector 2 (a)

The said plot of land as shown in the map or plan hereto annexed within boundaries in Red colour.

IN WITNESS whereof the parties to these presents have hereunto set and subscribed their respective hands the day month and year first above written.

SIGNED SEALED AND DELIVERED for and on behalf of the Governor of the State of West Bengal by the

in the presence of:

Director of Town Planning (T & C.P.) Dept. Development and Planning Government of West Bengal

Estate Officer
Durgapur Development Authority

For JESSOP & CO. LTD.

Director, Member,
BOARD OF MANAGEMENT. BOARD OF MANAGEMENT.

Works Manager
Spring Works.
JESSOP & CO. LTD.
Durgapur-16.

THE COMMON SEAL of the abovenamed M/s. Jessop & Company Limited has hereunto been affixed by the direction and in the presence of M/s. P.K. Sanyal and V.K. Mukherjee, Member Board of Management

Witnesses:

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SOUTH BY- 80-WIDE ROAD OF SECTOR-2B

EAST BY- PROPOSED 100-WIDE ROAD.

WEST BY- OPEN LAND OF SECTOR-2A

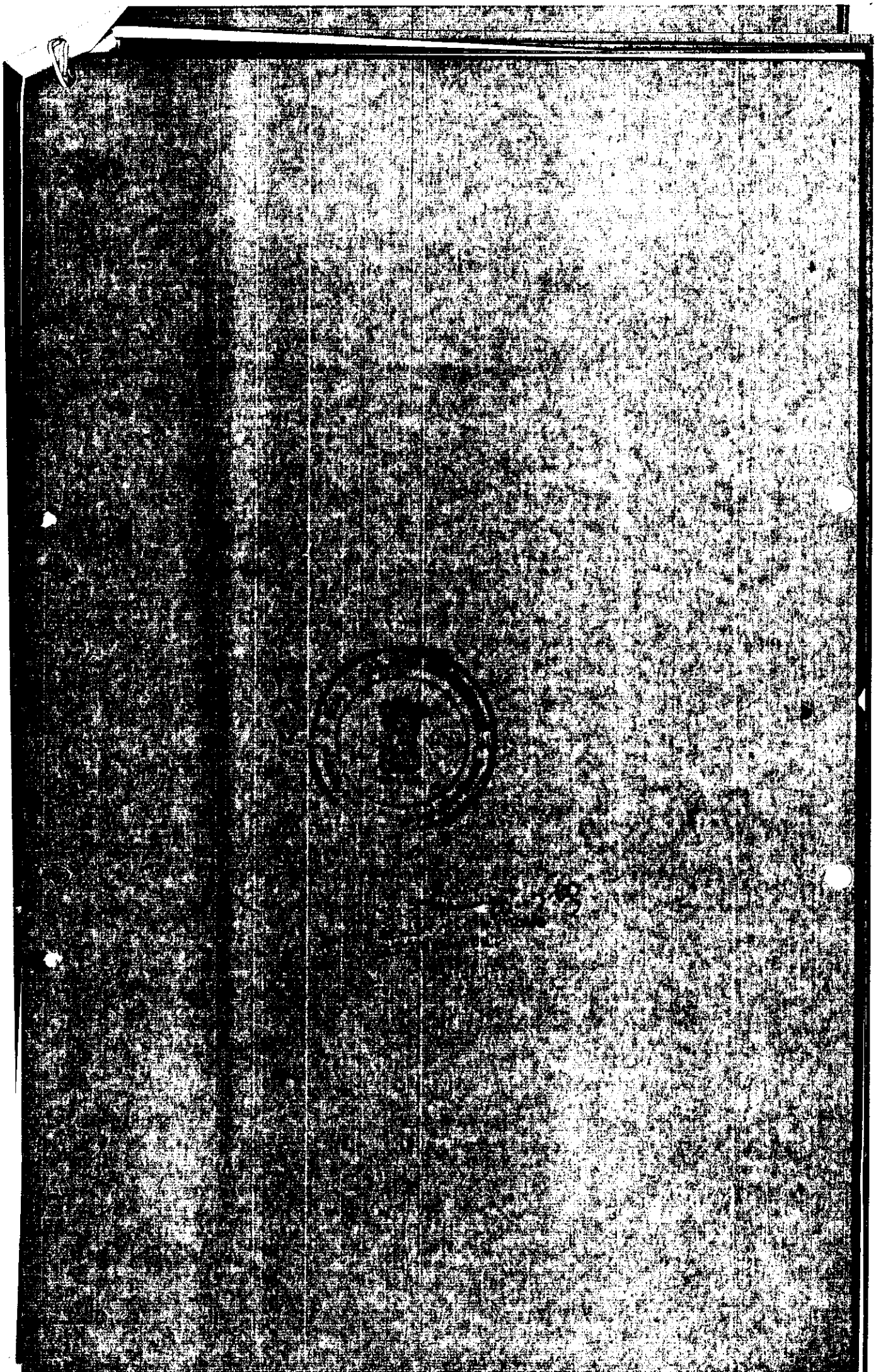
MEMBER

MEMBER

BOARD OF MANAGEMENT

M/S JESSOP & CO. LTD.

IN THE PRESENCE OF:-

CHIEF ACCOUNTANT, M/S JESSOP & CO. LTD

SECRETARY.