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CALCUTTA COLLECTORATE

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A 721.50
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District Sub-Registrar,
24 Parganas, Alipore.

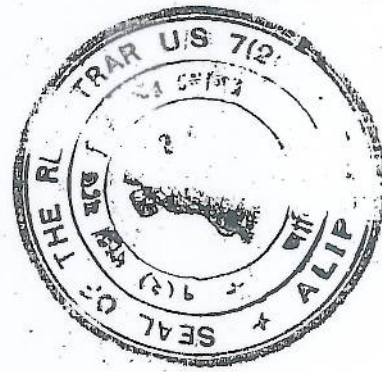
For P. C. CHANDA & CO. LTD.
[Signature]
MANAGING DIRECTOR

THIS INDENTURE OF LEASE made this 20th day of December
One thousand nine hundred and sixtyeight BETWEEN THE GOVERNOR
OF THE STATE OF WEST BENGAL hereinafter called the "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 P.C.CHANDA & CO. LIMITED, registered under the Indian
Companies Act, having its registered office at P-2, Mission I
Extension, Calcutta-1 within the municipal limits of Calcutta
the district of Twenty Four Parganas, hereinafter called the
"LESSEE" (which expression unless excluded by or repugnant to
context be deemed to include its successors and assigns) of t
OTHER PART.

WHEREAS the Lessee has applied to the Government of West
Bengal (hereinafter referred to as the "Government") for a lease
of the land hereinafter mentioned and described in the Schedule
hereunder

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Presented for Registration at.....
 11-15 A.M./P.M. on the.....
 24th Day of Dec 19 68
 at the Sadar Registration Office
 Alipore, 24 Parganas by P. C. Chouda.
 Executant / Claimant or one of
 the Executants / Claimants or
 Attorney for.....
 Executant / Claimant under a
 Power of attorney No.....
 for 19..... authenticated by the
 Registrar of.....



[Signature]
 District Sub-Registrar,
 24 Parganas, Alipore.

[Signature]

[Signature]
 Managing Director
 P.C. Chouda No. 14.

94/14

[Signature]
 P. C. Chouda
 as Managing Director
 Son of P. C. Chouda + co. Ltd.
 Wife of P-2 Mission Road Egh.
 Thana Cal - 1
 District
 By Caste
 By profession

Challenged by S. Chatterjee Dy Sec.
 he is exempt from personal
 appearance in this office under
 section 88 of the Code of Civil Procedure
 of 1908 as he has proved to
 be a person of business and
 his name and signature

Commerce & Industries Dept
 Govt of W.B.

[Signature]
 District Sub-Registrar,
 24 Parganas, Alipore.

[Signature]
 Son / Wife / Daughter of...
 of...
 Thana...
 District 24 Parganas
 by Caste / Hindu / Muslim
 by profession

[Signature]

[Signature]
 District Sub-Registrar,
 24 Parganas, Alipore.

For P. C. CHANDA & CO. LTD.
MANAGING DIRECTOR.

hereunder for extension of its factories.

AND WHEREAS the Government of West Bengal, Commerce and Industries Department has acquired 12.58 acres of land more fully described in the schedule hereunder for development of industries in the village Gopalpur, P.S. Behala (now Maheshtala) District 24 Parganas through the Land Acquisition Collector, 24 Parganas under Act I of 1894 by Acquisition Case No.D/10 of 1962-1963 of which Notice under Section 6 of the Act has been published by Notification No.10290 dated 17.8.62 in the Calcutta Gazette Part I Page 2571

AND WHEREAS Governor has agreed to grant such lease on the terms and conditions hereinafter expressed for the purpose of extending the factories of the Lessee

WITNESSETH as follows :-

1. In consideration of the payment to the Lessor by the Lessee of the premium or salami of Rs.1,19,322/- (Rupees One Lakh, Nineteen thousand, three hundred and twentytwo) only at or before the execution of these presents and of the nominal yearly rent hereinafter mentioned payable on the first day of the year for which such rent is payable and of the terms covenants and conditions herein on the part of the Lessee to be observed and performed the Lessor doth hereby demise unto the Lessee ALL THAT piece or parcel of land mentioned and described in the schedule hereunder written (hereinafter referred to as the "demised premises")

213

For P. C. CHANDA & CO. LTD.
MANAGING DIRECTOR.

as from the

27th day of January, 1967

to the

26th day of January, 2066

2. The Lessee to the intent that the obligations may continue throughout the terms hereby covenants with the Lessor as follows :

(i) to pay a yearly rent at the rate of Rs. 5/- per annum, subject, however, to the revision of such rent from time to time made by the Government in the ordinary course of revision of rents of such holdings, on the days and in the manner aforesaid and in case of default of payment of the rent on the due date for payment thereof to pay interest at the rate of $6\frac{1}{4}\%$ per annum on the amount of the rent. The arrear rent with interest payable thereon shall be realisable as a public demand under Bengal Public Demands Recovery Act;

(ii) not to diminish the value of or injure or make any alterations in the demised land in such manner as to impair the value of the land in anyway without the previous consent of the Lessor or any Officer authorised in that behalf by the Government, except for the purpose of extensions to its factory

213

For P. C. CHANDA & CO. LTD.
MANAGING DIRECTOR.

lease is obtained by the Lessee, PROVIDED HOWEVER that the Lessee shall be entitled to remove any sand, earth, clay, gravel or stone from the demised premises during or after the construction or erection of the extensions to its said factory;

(iii) to keep the land free from jungle and all sorts of nuisance;

(iv) to pay and discharge all existing and future rates taxes and assessment, duties, impositions, outgoings and burdens whatsoever assessed, charged or ~~im~~ imposed upon the demised premises or upon the owner or occupier thereof or payable by either in respect thereof

(v) to preserve intact the boundaries of the demised land and to keep the same well demarcated and according to the requisition from time to time as may be made by the Government or any Officer authorised in that behalf shall point them out when required to any Officer authorised in that behalf to do so;

(vi) not ^{to} convert the demised land or any part thereof into a place of religious Worship or use or allow the same or any part thereof to be used as place for cremation or burial ;

(vii) not to sublet the demised land or any part

in writing first had and obtained from the Government, such consent not being unreasonably withhold;

(viii) not to use or permit any other person to use the demised land or any part thereof for any purpose other than that for which it is leased or in a manner which renders it unfit for the purpose of tenancy;

(ix) not to use or permit any person to use the demised land or any part thereof for any immoral or illegal purpose or in any manner so as to become danger to the public peace or public safety;

(x) on demand to pay to the Government any compensation to be tendered, paid or awarded by any Court to which a reference under Part III of the Act I of 1894 (The Land Acquisition Act 1894) might be made or by any Court to which an appeal from the award of the Court as referred to above might be preferred and such other costs, charges and expenses of the proceedings, which might be paid or incurred by the Government in connection with the proceedings in the aforesaid Courts;

(xi) at the expiration or sooner determination of the said term hereby created to yield up the demised premises in as good a condition as the same now are with the erections thereon.

stipulations herein on its part contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person lawfully claiming under or in trust for him ;

(ii) that the Lessor will on the written request of the Lessee made six calendar months before the expiration of the term hereby created and if there shall not at the time of such request be any existing breach or non-observance of any of the covenants on the part of the Lessee hereinbefore contained extend the term of the Lease for a further period as may be decided by the Government from the expiration of the said term at an annual rent as may be fixed by Government while renewing the term of lease and containing like covenants and provisions as herein contained with the exception of the present covenant for renewal.

4. AND THIS INDENTURE FURTHER WITNESSETH :-

(1) The Lessee shall admit in its factory annually for regular and systematic training one supervisory apprentice as may be nominated as is hereinafter provided

(2) The minimum educational qualification for

Chemistry as subjects. The Government or any other Officer of the Government authorised in their behalf by the Government shall have the right to revise the qualifications of such apprentices for admission in future in consultation with and concurrence of the Lessee.

(3) The selection of the apprentices shall be made by a Joint Committee consisting of one representative of the Lessee and the Government or any officer of the Government authorised in that behalf by the Government. The Lessee shall not charge any fee or premium for such training.

(4) The duration of training of each apprentice shall be 3 years. The first batch of apprentices may be admitted on the first of July, following the date, the Lessee is given possession of the land.

(5) During training, the apprentices shall be given opportunity for training in operation, maintenance and repairs of the machinery and equipments used by the Lessee in its factory.

(6) During the training of 3 years, the Company shall pay stipends to each trainee in the scale of 100-10-120 per month, Rs.100.00 per month being the amount

P. C. CHANDA & CO. LTD.
MANAGING DIRECTOR.

any trainee.

(7) In making selections, preference should be given to the candidates who are permanent residents of West Bengal.

(8) The Lessee shall submit periodical reports of the progress of work of the apprentices and shall grant certificate of proficiency to those apprentices who successfully complete their training.

(9) During the period of training, the apprentices should abide by the existing rules and regulations of the Company in respect of attendance and conduct.

(10) The Company will have no obligations to provide any employment to the trainees but should any vacancy occur which may efficiently be filled up by a trainee after completion of his training, then the Lessee shall give preference to its claim of trainee for employment in such post. If the Company offers any employment to any trainee after completion of his training on the terms and conditions as may be fixed by the Company, such trainee will be bound to serve the Company for a minimum period of 3 years unless his services are terminated earlier by the Company.

of remuneration for such workers prevailing under the Company.

(11) Should there be any adverse report against any apprentice in the matter of his training it should forthwith be brought to his notice and a copy of the report together with the explanation of the apprentice concerned should be forwarded to the Government or to the Officers appointed by the Government in that behalf and that no action except on disciplinary grounds should be taken against any apprentice without the knowledge and concurrence of the Government or the Officer of the Government so authorised.

(12) Notwithstanding anything contained hereinbefore the Company shall have power to terminate the apprenticeship of any candidate after due consultation with and concurrence of the Government.

(13) The meeting of the joint selection committee shall be fixed by the Government or the officer of the Government authorised in that behalf or his representative in consultation with the management of the Lessee.

5. PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows :-

(i) If the demised land or any part thereof shall,

assessed to be payable to the Lessee by the appropriate authority. If the land is required permanently the lease shall forthwith be determined and the Government will enter into khas possession of the demised premises and the Lessee shall be entitled to such fair and reasonable compensation for buildings and improvements effected by it as shall be decided by the Government or any officer authorised in that behalf. If a part of the land is required, whether permanently or temporarily or if the whole land is required temporarily the Lease shall not determine, but in the former case the Lessee shall be entitled to proportionate reduction of rent and in the latter case to a total remission of rent, and to such compensation in either case as shall be decided by the said Government which shall be final.

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

(iii) On breach or non-observance of any of the foregoing covenants, terms or conditions herein on the part of the Lessee contained or on the Lessee being wound up or an order for winding up of the Lessee being made

with the provisions of the law for the time-being in force but without prejudice to any other right or remedy available to the Lessor.

THE SCHEDULE ABOVE REFERRED TO:

A piece of land comprising cadastral Survey entire plots Nos. 659, 681 to 694, 705 to 714, 789, 790 and Eastern portions (as delineated in the map annexed) of Cadastral Survey Plots Nos. 656, 658 and 695, measuring more or less 12.58 acres, in the village Gopalpur, P.S. Behala (now Maheshtala, District 24 Parganas, as detailed hereunder :

C.S. Plot No.	Khatian No.	Total Area.	Entire or Portion.	Area leased out.	Classification.
659	222	.32 acre	Entire	.32 acre	Tank
681	240	.36 acre	Entire	.36 acre	Danga
682	240	.22 acre	Entire	.22 acre	Tank
683	830	.40 acre	Entire	.40 acre	Tank & Bastu
684	240	.70 acre	Entire	.70 acre	Sali
685	35	.61 acre	Entire	.61 acre	Sali
686	35	.12 acre	Entire	.12 acre	Doba
687	119	.38 acre	Entire	.38 acre	Sali
688	1427	.40 acre	Entire	.40 acre	Sali
689	190	.32 acre	Entire	.32 acre	Sali
690	114	.83 acre	Entire	.83 acre	Sali

213

For P. C. CHANDA & CO: LTD.

 MANAGING DIRECTOR.

C.S. Plot No.	Khatian No.	Total area.	Entire or Portion.	Area leased out.	Classification.
705	699	.75 acre	Entire	.75 acre	Sali
706	315	.84 acre	Entire	.84 acre	Sali
707	189	.61 acre	Entire	.61 acre	Sali
708	92	.69 acre	Entire	.69 acre	Sali
709	78	.74 acre	Entire	.74 acre	Sali
710	251	.61 acre	Entire	.61 acre	Tank & Bastu
711	385	.41 acre	Entire	.41 acre	Danga
712	385	.30 acre	Entire	.30 acre	Tank
713	273	.50 acre	Entire	.50 acre	Bastu
714	273	.23 acre	Entire	.23 acre	Tank
789	315	.16 acre	Entire	.16 acre	Tank-bank
790	315	.14 acre	Entire	.14 acre	Tank
658	222	.54 acre	Eastern Portion	.24 acre	Danga
656	222	.50 acre	Eastern Portion.	.19 acre	Tank .15 Bank .04
695	82	.49 acre	Eastern Portion.	.18 acre	Tank .13 Bank .05

12.58 acres

A map showing the piece of land leased out in Red is

213

For P. C. CHANDA & CO: LTD.

MANAGING DIRECTOR.

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 AND DELIVERED for and on behalf of the Governor of the State of West Bengal by Dy. Secretary, Commerce & Industries Department, Government of West Bengal in the presence of :-



S. K. Mukherjee, W.B. C.S.
Assistant Secretary,
Commerce & Industries Dept.
Govt. of West Bengal.

S. Chatterjee

20/12/10

S. CHATTERJEE
Deputy Secretary,
Commerce & Industries Dept.
Government of West Bengal.

The Common Seal of P.C.Chanda & Co., Ltd. has been affixed hereto by Mr. P.C.Chanda and Mr. Borun Chanda the Directors thereof who have also affixed their signatures hereto as such in the presence of :

Jogesh Chandra Chakravarty
Kamalpr. P.C. Chatterjee

For P. C. CHANDA & CO: LTD.

MANAGING DIRECTOR.

P. C. Chanda



[Signature]
District Sub-Registrar,
24 Parganas, Alipore.



N/2.50

[Signature]
Book.....
Volume No. 250
Pages..... 194 to 205
Being No. 6859
For the Year 1968

District Sub-Registrar,
24 Parganas, Alipore.

26.12.68

MOUZA-GOPALPUR J.L. NO 1. SHEET NO 1.

REVENUE SURVEY NO 83, 86, 87,

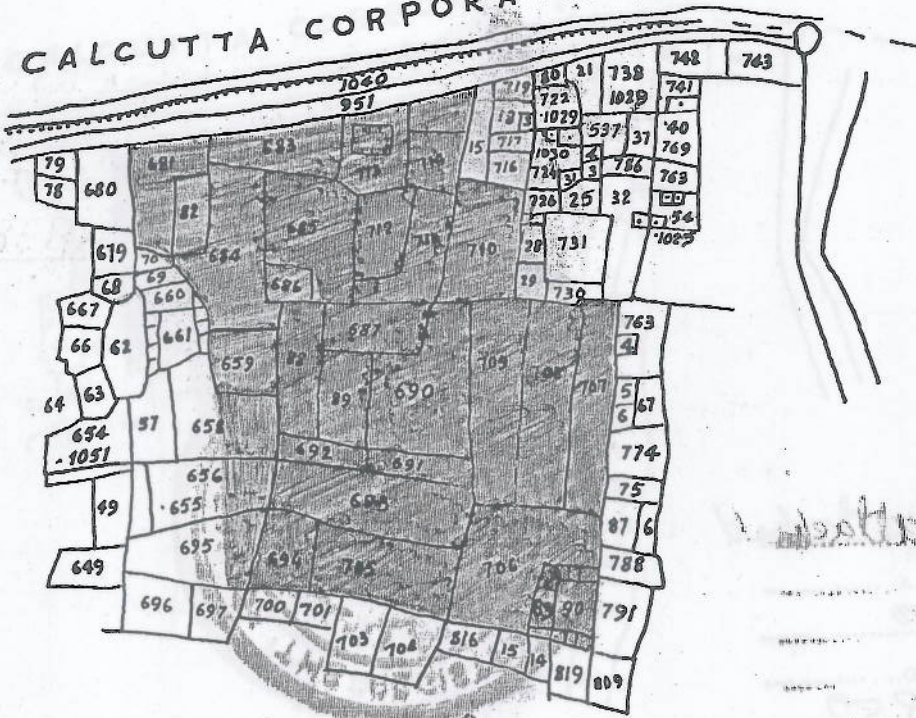
P.S. BEHALA (NOW MAHESHTALA) DT.-24 PARGANAS.

SCALE:- 16" = 1 MILE.

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CALCUTTA CORPORATION



THE PIECE OF LAND LEASED OUT IS SHOWN IN RED.

Commissioner & Industries
Government of West Bengal

S. K. Mukherjee, W.B.C.S.
Assistant Secretary,
Industrial Department,
Bengal.



FOR P. DE WHEEL AND CO. LTD

MANAGING DIRECTOR

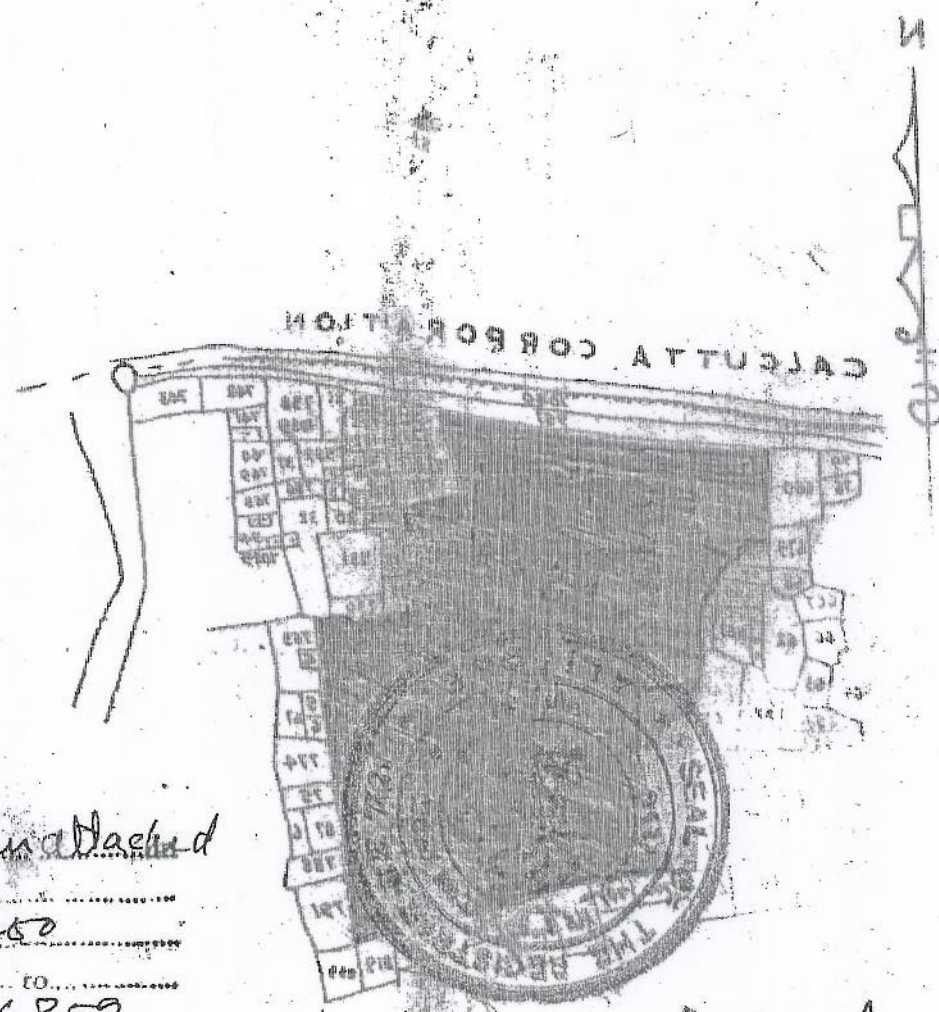
S. K. Mukherjee
DIRECTOR.

MOON COPALPOR II NO. 1 SHEET

REVENUE SURVEY NO. 83.86.87

PS BEHALA (NOW MAHESHTALA) DT-24

SCALE: 1" = 100'



One Plan attached
Book
Volume No. 200
Pages 197 to
Being No. 6857
For the Year 1968

(Seal)
S. A. Chatterjee

Sub-Registrar
26/12/68

THE PIECE OF LAND LEASED OUT

26-12-68

Signature