

5246

1 ———

2483

500 Rs.



Admissible under section 21 of the Bengal Tenancy Act, duly stamped under the Indian Stamp Act, 1899, Schedule IA No. 23.

Process fee in Court fee stamps. 1/220

Fee paid as under :

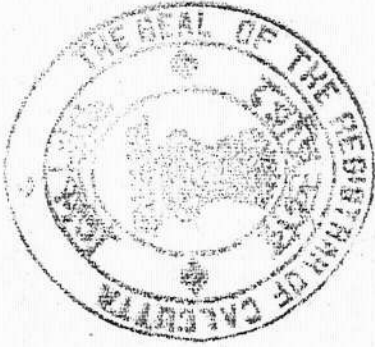
₹ 358
 2 20
 May 20
 May 2
 1 3

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₹ 403. THIS CONVEYANCE made the *Twenty-fifth* day of *May* One thousand nine hundred and sixtyone BETWEEN ERIC HAYWARD of Konnagar, District Hooghly carrying on business as the proprietor of H-G Refinery Company at Konnagar aforesaid (hereinafter called "the Vendor" which expression shall unless excluded by or repugnant to the context include his heirs executors administrators representatives and assigns) of the One Part and THE HAYWARD WALDIE REFINERY PRIVATE LIMITED a Company incorporated under the Companies Act, 1956, and having its Registered Office at 4D, Garstin Place, Calcutta (hereinafter called "the Purchaser" which expression shall unless excluded by or repugnant to the context include its successors and assigns)

₹ 358
 2 20
 May 20
 May 2
 1 3
 403

sale
189000/-
admission



No. 18189
 Sold to The Hayward Waldie
Refinery Private Ltd
 of 40, Galatin Place, Calcutta
 Calcutta Collectorate,
 Treasury.
 The 30.3.1961.
 Susana
 Treasurer
 30.3.61.

2 @ 500 = 1000
 2 @ 150 = 300
 1 @ 50 = 50

 1350

Presented for registration at 12/30 PM
 at the Calcutta Registration Office
 on the 25th day of May 1961.
 by A. W. B. Hayward

A. W. B. Hayward
 the executant

S. Chatterjee
 Registrar of Assurances
 Calcutta. 29/5/61
 Encumbrance of
 A. W. B. Hayward of
 Konaaga at Hooghly as
 constituted attorney for
 Eric Hayward is admitted
 by him

A. W. B. Hayward
 as constituted
 Attorney for
 Eric Hayward.

Sudhir Kumar Ghose
 Sudhir Kumar Ghose
 Son of late Dr. Girish Chandra
 Ghosh of Konaaga at Hooghly
 by certificate of the Registrar

Sudhir Kumar Ghose

S. Chatterjee
 Registrar of Assurances
 Calcutta. 29/5/61

500 Rs.



(2).

assigns) of the Other Part.

WHEREAS:

1. The Vendor is seized and possessed of or otherwise well and sufficiently entitled to the lands buildings and premises situate and lying in Mouza Konnagar in the District of Hooghly more fully described in the Schedule hereto (hereinafter referred to as "the said property") according to the nature and tenure thereof but otherwise free from all encumbrances whatsoever.
2. The Vendor has for sometime past carried on business as refiners of metals at Konnagar aforesaid under the name and style of "H-G Refinery Company".

3. ...

18189

No. 18189
Sold to: Shri. Jayaram Wadga
Refinery Private Ltd.
of: 4th, Gairtiar Office, Calcutta

Calcutta, 30.3.61

Susarna
Treasurer
30.3.61.

| | | |
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| 2 | 500 = | 1000 |
| 2 | 150 = | 300 |
| 1 | 50 = | 50 |
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[Signature]
Registrar of Assurances
Calcutta
25/5/61

150 Rs.



(3).

3. By an Agreement dated the Fourteenth day of November One thousand nine hundred and sixty (hereinafter called "the said Agreement") and made between the parties here- to the Vendor agreed to sell and the Purchaser agreed to buy or take over the said property together with the tubewell and furnaces set up or erected thereon and other moveable and immoveable properties of the Vendor speci- fied therein and held in connection with or appertaining to the said business which include a piece or parcel of land measuring about two cottahs lying in Mouza Konnagar (hereinafter called "the said land") and the plant, machinery, apparatus, electric installations furniture, fittings, weighing machine, motor-cars and raw materials and

18189

Pay to The ~~Harvard~~ ~~Wahve~~
Refinery ~~Pivola~~ ~~Co.~~

to 40. G. J. P. P. Co. Calcutta

30.3.61

Susana

30.3.61.

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Calcutta.
25/5/61



(4).

and other moveable properties more fully described in the said Agreement for the consideration (apart from the assumption by the Purchaser of certain liabilities of the Vendor in connection with or in relation to his said business) of the allotment to the Vendor and his nominees of shares of Rupee One each in the capital of the Purchaser credited as fully paid-up of an amount equivalent to Rupees One lac and fifty thousand in the manner specified in the said Agreement.

4. By the said Agreement the purchase price of the said property together with the tubewell and furnaces set up or erected thereon and the said land (being the immovable properties) and the moveable properties of the Vendor

held

No. 18189
Sold to Sh. Hayward Dabie
Refinery, Pimpri, M.S.
of W.D. Gopinath Pimpri, Calcutta
Calcutta Collectorate,
Treasury.
The 30.3.1961

Susan
Treasurer
30.3.61.

2 @ 500 = 1000
2 @ 150 = 300
1 @ = 50

1350



[Signature]
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Calcutta.
25/5/61

50Rs.



(5).

held in connection with or appertaining to the said business was apportioned in the manner therein provided and the sum of Rupees Eightynine thousand was set down as the purchase price for the said immoveable properties (being the said property and also for the said tubewell and furnaces set up or erected thereon and also the said land).

5. By an Agreement dated the twentythird day of May One thousand nine hundred and sixtyone executed between the ---"--- *JG*, Vendor and the Purchaser the said Agreement was modified measuring about two cottahs to the effect that the said land/would be excluded from the sale thereunder but there would be no reduction in the total purchase price of Rupees Eightynine thousand for the immoveables and the said purchase price of -- Rupees

No. ¹⁸¹⁸⁹
 Sold to: *The Standard Refinery*
Refinery Private Ltd
 of *40, Fortin Place, Calcutta*
 Calcutta Collectorate,
 Treasury.
 The 30.3.1961

Susan
 Treasurer
 30.3.61.

2 @ 500 = 1000
 2 @ 150 = 300
 1 @ = 50

 1350



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 Registrar of Assurances,
 Calcutta.
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(6).

Rupees Eightynine thousand would be attributable to the said property and the said tubewell and furnaces intended to be hereby transferred or conveyed by the Vendor to the Purchaser and in all other respects the said Agreement would remain effective.

6. The consideration of Rupees Eightynine thousand attributable to the said property and the said tubewell and furnaces and the consideration attributable to the said moveable properties have already been satisfied by the issue by the Purchaser to the Vendor and his nominees of the said 1,50,000 shares of Rupee One each in the capital of the Purchaser credited as fully paid-up in the manner specified in the said Agreement and also by assumption by the Purchaser of certain liabilities of the Vendor in connection with his said business as hereinbefore mentioned.
7. The said moveable properties of the Vendor held in connection with or appertaining to the said business as aforesaid and included in the said sale under the said Agreement being capable of passing by delivery have been made over and delivered by the Vendor to the Purchaser and the sale of such moveable properties has been completed by such delivery and the same are not required or intended to be transferred by any instrument in writing.
8. On or before the Thirtieth day of March One thousand nine hundred and sixtyone the Vendor delivered possession of
the



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1915/52

(7).

the said property and of the said tubewell and furnaces to the Purchaser but did not execute any formal Deed of Transfer and the Vendor has now at the request of the Purchaser agreed to execute this Conveyance to effectuate the sale of the said property and also of the said tubewell and furnaces (being the immoveable properties) in favour of the Purchaser in the manner hereinafter appearing.

9. Accordingly these presents have been stamped with a duty payable on the hereinbefore recited value of the said property and the said tubewell and furnaces, namely, Rupees Eightynine thousand.

NOW THIS INDENTURE WITNESSETH as follows :-

1. That in pursuance of the said agreement and in consideration of the premises aforesaid the Vendor doth hereby grant, convey, assign, transfer and assure unto the Purchaser ALL THAT the said property, that is to say, ALL THAT land hereditaments and premises containing an area of One bigha Seventeen cottahs Eight chittacks and thirtyone square feet more or less situate and lying in Mouza Konnagar and being the municipal premises No.1, Mirpara Lane Police Station Uttarpara Sub-Registry Serampore in the District of Hooghly and together with all buildings, structures, edifices, out-houses, workshops, sheds, godowns and all other erections -- erected or constructed thereon or any part thereof and also together with the tubewell lying therein and also the said furnaces set up or erected thereon or any part thereof and hereinafter more fully described



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1915/2

(8).

described in the Schedule hereto AND all latrines, privies, fixtures, fittings, trees, fences, hedges, paths, passages, ditches sewers drains water, water courses lights, rights, liberties, privileges, easements, benefits and advantages and appurtenances whatsoever thereunto belonging or in anywise appertaining thereto or therewith usually held occupied enjoyed reputed or known as part or parcel thereof or appurtenant to the said properties hereby conveyed and transferred unto the Purchaser AND reversion or reversions remainder or remainders and all estate rights title -- interest property claim and demand whatsoever of the Vendor in to out of and upon the said properties hereby conveyed and transferred or intended so to be unto the Purchaser or any part thereof AND ALL deeds pottahs muniments and instruments of title whatsoever exclusively relating to the said properties which are now in the possession of the Vendor or any person or persons from whom it can procure the same without any action or suit TO HAVE AND TO HOLD as on and from the Thirtieth day of March One thousand nine hundred and sixtyone the said properties and premises hereby conveyed unto the Purchaser according to the nature and tenure thereof but subject to the payment of rents thereof but otherwise free from all encumbrances whatsoever.

2. The Vendor doth hereby covenant with the Purchaser as follows :-

- (1) The interest which the Vendor professes to transfer subsists and he has good right and full power and absolute authority to grant convey transfer assign and assure the said properties and every part thereof in manner and subject as aforesaid.

(2) ...



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Calcutta

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(9).

- (2) It shall be lawful for the Purchaser from time to time and at all times hereafter to quietly enter into and upon the said properties and premises hereby conveyed and transferred unto the Purchaser and every part thereof and to enjoy the same and rents issues and profits thereof without any interruption claim or demand whatsoever by the Vendor or any person or persons claiming through under or in trust for him.
- (3) The said properties and premises hereby conveyed and transferred unto the Purchaser are freed and discharged from or otherwise by the Vendor sufficiently indemnified against all and all manner of encumbrances claims and demands whatsoever created occasioned or made by the Vendor or any person or persons claiming or to claim through under or in trust for the Vendor.
- (4) The Vendor and every person or persons having or lawfully claiming any estate right title or interest into or upon the said properties and premises hereby sold conveyed and transferred unto the Purchaser or any part thereof -- through under or in trust for the Vendor shall and will at all times hereafter upon every reasonable request and at the cost of the Purchaser make do acknowledge execute and perfect all such further and other lawful and reasonable acts deeds assurances matters and things whatsoever for the further better and more perfectly assuring the said properties and premises unto the Purchaser in manner
and



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Calcutta
1925/52

(10).

and subject as aforesaid as shall or may be reasonably required.

THE SCHEDULE above referred to.-

(ALL THAT land hereditaments and premises containing an area of One Bigha Seventeen Cottahs Eight Chittacks and Thirtyone Square feet more or less but .628 acres as per Settlement Khatian situate and lying in Mouza Konnagar together with all buildings structures edifices out-houses workshops sheds godowns and all other erections and tubewell and furnaces set up or erected thereon or any part thereof and comprised in Municipal Holding No.1, Mirpara Lane Police Station Uttarpara Pergana Boro Police Station Uttarpara and Sub-Registry Serampore and comprised in Dag No.8086 of Khatian No.2096 J.L. No.7 R.S. No.1759 Touzi No.3989 in the District of Hooghly and for which an annual rent of Rs.55/- approximately is now payable proportionately to Shyamal Kumar Banerjee and others the superior landlord being the Government of West Bengal) and butted and bounded as follows, that is to say, on the North by Mirpara Lane on the East by C.S. Plot No.8098 on the South by C.S. Plot Nos.8087, 8088, 8089 and 8097 (part) and on the West by Grand Trunk Road) OR HOWSOEVER OTHERWISE the said lands buildings hereditaments and premises or any part thereof which were or was at any time heretofore and now are or is situate butted bounded called known numbered and distinguished.



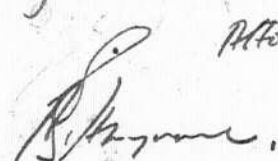
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Calcutta
29/5/52

(11).

IN WITNESS whereof the Vendor has executed these presents
the day and year first above written.

SIGNED SEALED and DELIVERED for and
on behalf of the abovenamed Eric
Hayward by his Constituted Attorney
Anthony William Byrd Hayward in the
presence of :

Not to be used for

Eric Hayward,
By his Constituted
Attorney




Gurdeep Kumar Ghosh
Konnagar,
Hooghly
Service Holder.

Indubhisan Banerjee
 stenographer.
29, Malaji Subhas Road.
Calcutta-1

not
5/14/70



Registrar of Companies
Calcutta

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25/5/61

Registered

5(1)

No. 44499.

Book No. I
Volume No. 76
Pages 232 to 239
Being No. 2483
for the year 1961

DATED the 25th day of May 1961.

2483



Eric Hayward.

- And -

The Hayward Waldie Refinery Private
Limited.

[Signature]
Registrar of Assurances
Calcutta

27.5.61

CONVEYANCE.



[Signature]
Registrar of Assurances
Calcutta

- Orr, Dignam & Co. -

Calcutta.