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Ambarish ①



See. 32 Case No. 1416 of 18.89-90
Certified that the full stamp duty chargeable on the
instrument under the Indian Stamp Act, 1899 amounting
to Rs. 2,301.00 (Rupees Two thousand
Thirty three hundred and ten only)
has been paid in stamps under challan No. 88
dated 21-2-90

Calcutta Collectorate Collector of Stamp Revenue
21/2/90

Deci

THIS INDENTURE MADE this 21st day of March
One Thousand Nine Hundred and Ninety BETWEEN
WEST BENGAL FINANCIAL CORPORATION a body corpo-
rate established under the State Financial Cor-
poration Act, 1951 as amended upto date (herein-
after referred to as 'the said Act' and having
the Head Office at No. 12A, Netaji Subhas Road,
Calcutta-1, hereinafter called 'the CORPORATION
which expression shall unless excluded by or re-
pugnant to the context be deemed to include its

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successor or successors in office and assigns) -
 of the ONE PART AND RAJORIA RUBBER INDUSTRIES
LIMITED a company limited by shares and incor-
 porated under the Companies Act, 1956 having
 its registered office at 60/1, Ballygunge Cir-
 cular Road, Calcutta-19 hereinafter called the
 'the PURCHASER' (which expression shall unless
 otherwise excluded by or repugnant to the context
 be deemed to include its successor or successors
 in office and assigns) of the OTHER PART :

A. WHEREAS by a Deed of Conveyance dated
 the 14th November, 1961, and registered with
 the Registrar of Assurance, Calcutta in Book No.
 1 Volume No. 44 pages 174 to 184 being Deed No.
 305 for the year 1962 made between Ladhuram
 Ajitsaria and others therein referred to as the
 Vendors of the one part and M/s Sree Krishna
 Rubber Works Private Limited, a company limited
 by shares and incorporated under the Companies
 Act, 1956 therein referred to as Purchaser and
 hereinafter referred to as 'the SAID COMPANY'
 of the other part, the said Ladhuram Ajitsaria
 & others sold, transferred and conveyed, unto the
 company all those pieces and parcel of Land more
 fully described in the Schedule hereto, and herein-

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after called 'the SAID LAND' for the consideration and the terms and conditions confirmed therein :

B. AND WHEREAS the company after purchasing the said land constructed factory sheds and godowns and other structures and started using the said land for manufacturing purposes. the said Land and all buildings, factory sheds and godowns, etc. constructed thereon are hereinafter collectively referred to as 'the SAID PREMISES' morefully described in the Schedule hereto :

C. AND WHEREAS the said Company by a registered Deed of Mortgage dated the 23rd May, 1966 charged the entire said premises and also the plant and machinery thereon (hereinafter referred to as 'the said Plant and Machinery'), as security for the term loan or loans granted or to be granted by the Corporation to the said Company with interests, costs, charges and expenses, (hereinafter collectively referred to as 'the said Loan') :

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D. AND WHEREAS the said Company failed to pay back the said loan to the Corporation and also failed to comply with the terms and conditions incorporated in the said Deed of Mortgage dated 23rd May 1966 hereinafter called 'the said Security Documents' :

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E. AND WHEREAS the Corporation on several occasions demanded repayment of the said loan from the said Company but the said Company failed and/or neglected to pay the same ;

F. AND WHEREAS ultimately finding no other alternative, the Corporation served on the said Company a notice under Section 30 of the said Act, dated 23rd October, 1986 recalling the entire said loan ;

G. AND WHEREAS on the failure of the said Company to comply with the said notice the Corporation served another notice to the said Company under Section 29 of the said Act, dated 29th June, 1988 and in pursuance of the said notice and in exercise of its powers under the said Section 29 of the said Act, the Corporation took over possession of the said Premises and the said Plant and Machinery on 7th July, 1988;

H. AND WHEREAS under the provisions of Sub-Section 5 of the Section 29 of the said Act, the Corporation is deemed to be the Owner of the said Premises and the said Plant and Machinery ;

I. AND WHEREAS the Corporation in exercise of Powers vested under the said Act, advertised in the News Paper for sale of the said Premises

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and the said Plant and Machinery and received several offer for the same ;

J. AND WHEREAS the offer of one Sanjay Kumar Bejoria was accepted by the Corporation and the Corporation agreed to sell to a Limited Company to be promoted and incorporated by Sanjay Kumar Bejoria, the said Premises for the consideration of Rs.15,00,000/- (Rupees Fifteen Lacs) only payable to the Corporation on the terms and conditions mentioned herein ;

K. AND WHEREAS Sanjay Kumar Bejoria promoted and got incorporated the Purchaser Company for purchasing the said Premises and the said Plant and Machinery and for running the factory;

L. AND WHEREAS in pursuance to the aforesaid the parties hereto have entered into an agreement dated the 30th day of January, 1990, (hereinafter referred to as 'the said Agreement') whereby it was agreed, inter-alia, that the Corporation would sell, transfer and convey the said Premises to the Purchaser or for the consideration of Rs.15,00,000/- (Rupees Fifteen Lacs) only on the terms and conditions contained therein ;

M. AND WHEREAS in pursuance to the aforesaid and in exercise of its powers under Section 29 of

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the said Act, the Corporation hereby completes the sale and/or transfer of the said Premises in favour of the Purchaser for a consideration of Rs. 15,00,000/- (Rupees Fifteen Lacs) only by these presents ;

I. NOW THIS INDENTURE WITNESSETH :

That in pursuance of the said Agreement and in consideration of the said sum of Rs. 15,00,000/- (Rupees Fifteen Lacs) to be paid by the Purchaser to the Corporation in the manner as follows :-

a) Rs. 3,00,000/- (Rupees Three Lacs only) at or before the execution hereof (the receipt whereof the Corporation doth hereby as well as by the memo hereunder written, admit and acknowledge) ;

b) The balance sum of Rs. 12,00,000/- (Rupees Twelve Lacs) only to be paid by the Purchaser to the Corporation as per the said Agreement, in six-half-yearly instalments of Rs. 2,00,000/- (Rupees Two Lacs) only each and the payment of the first such instalment to commence on 30th day of September, 1984 and the subsequent instalments shall be paid punctually and regularly at half-yearly intervals thereafter.

In the event of the regular payment of the instalments on due dates as mentioned hereabove by the Purchaser, the Corporation shall

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not charge any interest on any of the instalments of the balance consideration money. However, in the event of default in payments of any of the instalments, the Corporation shall be entitled to charge liquidated damages as per Clause 3 of the said Agreement.

The Corporation doth hereby grant, transfer, sell, convey, assign and assure unto the Purchaser in exercise of the powers under section 29 of the said Act, ALL THAT the said Premises, i.e. all those the pieces or parcels of land hereditaments tenements with structures thereon situated and lying at Mouza Ariadaha Kamarhati (known as Nawads-pura) P.S. Belghoria (previously Thana Baranagar, Cossipore, Dum Dum Dist. 24, Parganas (North) more fully described in the schedule hereto and demarcated and shown in the plan annexed hereto and bordered 'RED' thereon TOGETHER WITH all those buildings, godowns storage chambers structures and hereditaments of permanent or temporary nature erected or standing thereon and all appurtenances thereof AND TOGETHER WITH all rights in or to the said Premises as if the transfer has been made by the said Company to the Purchaser

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including the benefits and advantage of
 ancient and other rights easements liberties
 privileges appendages and appurtenances what-
 soever thereunto belonging or in anywise apper-
 taining to or with the some or any part those
 of usually held used occupied or enjoyed or
 reputed to or be appurtenant there to AND the
 reversion or reversions remainder or remainders
 rents issues and profits thereof and of any
 and every part thereof AND all the estate right
 title licences inheritances use trust pro-
 perty claim and demand whatsoever both at law
 and in equity of the Vendors into and upon
 the properties or every part thereof hereby
 sold conveyed granted and transferred or ex-
 pressed or intended so to be TO HAVE AND TO
ENJOY the said Premises AND ALL AND SINGULAR
 the said Lands hereditaments tenements build-
 ings structures benefits rights and properties
 whereby granted sold conveyed transferred assigned
 and assured or expressed or intended so to
 be with all their respective rights and
 appurtenances unto and to the use of the Pur-
 chaser absolutely and forever UNTIL SUBJECT to
 the payment of the balance consideration in
 instalments as mentioned hereinabove.

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II. THE CORPORATION DO HEREBY CONVEYANCE WITH THE
 PURCHASERS FOLLOWS :-

1) That notwithstanding any act deed matter



or thing whatsoever by the Corporation or executed or knowingly suffered to the contrary the Corporation under the provisions of the said Act, is now lawfully and rightfully seized of or otherwise well and sufficiently entitled to sell the said Premises and all other properties benefits and rights hereby granted, sold conveyed transferred assigned and assured unto and to the use of the Purchaser in the manner aforesaid ;

ii) That notwithstanding any act deed matter or thing whatsoever done as aforesaid the Corporation under the provisions of the said Act now has good right full power and absolute authority to grant sell convey transfer assign and assure ALL AND SIMILAR the said Premises and all other properties benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended as to be unto and to the use of the Purchaser in the manner aforesaid according to the true intent and meaning of these presents ;

iii) That the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly hold possess and enjoy the said Premises and other benefits and rights hereby granted sold conveyed transferred assigned and

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to the use of the Purchaser in the manner aforesaid and RECEIVE the rents issues and profits from the date of these presents without any lawful hindrance, eviction interruption disturbance claim and demand whatsoever from of or by the Corporation or any person or persons lawfully or equitably claiming from under or in trust for the Corporation.

77) That the Corporation shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such acts deeds matter or things whatsoever for further betterment or more perfectly ensuring the said Premises and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required.

THE PURCHASER COVENANTS WITH THE CORPORATION AS FOLLOWS :

1) That the Purchaser has purchased the said Premises from the Corporation on as-is-where-is condition on the terms and conditions mentioned in the said Agreement dated 30th January, 1920.

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11) That the Purchaser shall bear and pay all the future rates and taxes and other outgoings in respect of the said Premises.

IV. PROVIDED IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE CORPORATION AND THE PURCHASER AS FOLLOWS :-

1) That the Corporation shall, till the full payment of the balance consideration by the Purchaser to the Corporation as mentioned hereinabove, is made, have a charge on the said premises and the Purchaser shall not transfer the said Premises in any manner whatsoever without the prior consent of the Corporation had and obtained in writing.

ii) That on the execution of these presents, the Purchaser shall become the full and absolute owner of the said Premises, subjects to the charge mentioned above.

iii) That in the event of default in the payment of any instalments and liquidated damages as aforesaid and/or in the observance and performance of the terms and conditions contained herein as also in the said Agreement dated 30th January, 1900 the Corporation shall be entitled to enforce the aforesaid charge in its favour, without prejudice to



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any other mode of recovery, under section 29 of the said Act and shall be entitled to take possession of and sell the said Premises in order to realise its dues.

THE SCHEDULE ABOVE REFERRED TO DESCRIBING THE SAID PREMISES

B. ALL THAT piece and parcel of land hereditaments and premises containing an area of .32 decimals (19 Kathas & Chittacks more or less) situated and lying at Mouza Ariadeha (known as Nawadapara) sub-registry office Gossipara, Dum Dum, Thana Baranagar, Present Police Station Belghoria, District of Twenty-Four Parganas (North) in Touzi No. 173 Landlord's Khata No. 1300 under Khata Nos. 1302, 1304, 1305, 1306 and 1307 comprising the following cadastral survey plots viz. :-

<u>S&S NO.</u>	<u>AREA</u>
< 3454	.03 decimals
< 3455	.05 decimals
< 3456	.09 decimals
< 3457	.05 decimals
* 3458	.10 decimals
NO. 1	.32 decimals

ALL THAT piece and parcel of land in Mouza Ariadeha Kamarhati (known as Nawadapara) Thana

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Baranagar present Police Station Belghoria
Sub-Registry Cossipur Dum Dum District of
Twenty-four Parganas (North) Touzi No. 173
Landlord's Khatian No. 1300 under Khatian
Nos. 1301, 1303, 1308 Dag Nos. 3451, 3452
and 3453 containing 0.14 decimals (8 Kotha
7 Chittacks).

ALL THAT piece and parcel of Rayati Land in
Mouza Ariadsh Kamrhati (known as Nowdipara)
Baranagar present Police Station Bel-
ghoria Sub-Registry Office Cossipur, Dum Dum,
District of Twenty-four Parganas (North),
Touzi No. 173 landlord's Khatian No. 697 ka,
Kha a Je under Khatian No. 907 Dag No. 3449
containing 0.17 decimals and all that piece
or parcel of Rayati land being C.S. Plot No.
3450 area 0.10 decimals according to title
deeds but 0.08 decimals according to the Re-
visional Parcha of Khatian No. 907 of Mouza
Ariadsh Kamrhati Police Station Baranagar
present Police Station Belghoria Sub-Registration
Office Cossipur Dum Dum in the District of
Twenty-four Parganas (North)

ALL THAT piece and parcel of Rayat Shitiben
Land containing an area of 0.03 decimals
or three Kotha and Fifteen Chittacks be the

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same a little more or less situated and lying at in Mouza Ariedeh Kamarhati Pargana Kalkata Thana Baranagore present Police Station Belghoria within the Kamarhati Municipality in the District of Twenty-four Parganas (North) comprising Dag No. 3445 Khatian No. 21 Touzi No. 172 Sub-Registry Office Cossipur Dum Dum Registration District Alipore in the District of Twenty-four Parganas, North.

3. ALL THAT piece and parcel of Rayat Sititiben land containing an area of Five Bighas Sixteen Cottahs One Chittrak and Twenty-five square feet be the same a little more or less situate lying at Mouza Ariedeh Kamarhati Thana Baranagore present Police Station Belghoria within the Kamarhati Municipality in the District of Twenty-four Parganas (North) comprising in Dag No. 3439, 3443, 3442 and 3444 of Khatian No. 877 Parganas Kalkata Sub-Registry Cossipur, Dum Dum Registration District Alipore in the District of Twenty-four Parganas North Touzi No. 173 J.L. No. 1

ALL the Buildings Godowns and Structures standing on the plots of land described in (1), (2) and (3) above as per Annexure to this schedule attached hereto.



AND ALL THE above pieces and parcels of land alongwith all the buildings, godowns and structures thereon as shown and demarcated in the plan annexed hereto and bordered * RED * thereon, and butted and bounded in the manner as follows :-

- On the North By : Beharilal Ghosh Road
- On the East By : B.T.Road.
- On the West By : S.N.Paul Road.
- On the South By : Beharilal Ghosh Road
Premises No. 45/2, 46, 50 and 50A.
- On the North by : Premises No. 49, B.T.Road, 30A, 30B, 31 and 32 S.N.Paul Road (Formerly North Nowade Pers Road and thereafter by S.N.Paul Road.

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IN WITNESS WHEREOF THE PARTIES HERETO have executed these presents and the Purchaser Company has caused its common Seal to be hereunto affixed the day month and the year first above written.

Executed and Delivered on

For West Bengal Financial Corporation

behalf of the Corporation by

Sri ^{A. S. Dhar} ~~S. S. Chandra~~, it's ~~Personal~~

A. S. Dhar
Manager (Law)

Manager ^{at} Calcutta in the

presence of :

The Common Seal of the

above named M/S MAJORIA

MUMBAI INDUSTRIES LIMITED

has hereunto been affixed

Pursuant to the resolution

of the Board of Directors of

the Purchaser passed in that

behalf on the 29-1-1990, in

the presence of Sri Sanjay

Kumar Bajoria, Director of the

Purchaser who has signed these

presents in token thereof at

Calcutta in the Presence :

Sanjay Kumar Bajoria
DIRECTOR



(7)

ANNEXURE FORMING PART OF SCHEDULE REFERRED TO
 DESCRIBING THE BUILDING, GODOWN AND
STRUCTURES

SL. NO.	<u>DESCRIPTION OF STRUCTURE</u>
i.	2 STORIED OFFICE BUILDING
ii.	STAFF TIPPIN ROOM
iii.	ELECTRIC SUB STATION
iv.	VISITORS, EXCISE, TIME OFFICE
v.	GODOWN
vi.)	TESTING LABORATORY & CHEMISTS OFFICE
vii.	GODOWN
viii.	SULPHUR GODOWN
ix.	GAS CHAMBER & ELECTRIC STORE ROOM
x.	GODOWN
xi.	GODOWN
xii.	GODOWN
xiii.	DROP TESTING MACHINE ROOM
xiv.	GODOWN
xv.	GODOWN
xvi.	SAND BLASTING SHOP
xvii.	BLACK SMITH SHOP
xviii.	OVERHEAD TANK & RESERVOIR
xix.	BOILER SHED
xx.	DRUG ROOM
xxi.	MIXING & EXTRUSION SHOP
xxii.	CYCLE TIRE SHOP
xxiii.	TRANSFORMER ROOM
xxiv.	CALENDER & MOULDING SHOP
xxv.	GENERATOR ROOM
xxvi.	DARWIN ROOMS
xxvii.	VACUUM HOSE & LONG HOSE DEPT.
xxviii.	MACHINE SHOP

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RECEIPT AND VOUCHER OF CONSIDERATION

RECEIVED from the within mentioned Purchaser
the sum of Rs. 3,00,000/- (Rupees Three Lacs only)
as part payment of the consideration of the
said Premises

Rs. 3,00,000/-

(Rupees Three Lacs only)

MODE OF CONSIDERATION

<u>DATE</u>	<u>D/DRAFT</u>	<u>NAME OF BANK</u>	<u>AMOUNT</u>
30-1-30	004131	I/s Grindlays Bank p.l.c. Shakespeare Sarani Branch Calcutta	Rs. 3,00,000/- ----- Rs. 3,00,000/- =====

For West Bengal Financial Corporation

[Signature]
Manager (Law)

(Rupees Three Lacs only)

