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[Signature]
22.12.69

STAMP OFFICE
CALCUTTA



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Amendment Act, 1962
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Rs 13500
Rs 10000
Rs 4
Rs 23507

Total ...
Fee paid as under

A 2001.50
C 4
May 20
W 2
R 250
A. 3061

[Handwritten signature]
23.12.69

Registrar of Assurances
Calcutta

THIS INDENTURE made this 23rd day of December One
thousand nine hundred and sixty-nine BETWEEN A. & J. MAIN &
CO., LTD., a Company registered under the English Companies

Act



Presented for registration at the Calcutta Registration Office on the 12th day of December 1967

Mahfooz Ali Khan
Bengal

Registrar of Assurances
Calcutta 29/12/67

Executed by
Mahfooz Ali Khan
Kumar Jain Partner of Mahfooz Ali Khan
R.D. Victor & Co. Solicitors
of 24 Nalaji Bhabha Road
execution of Mahfooz Ali Khan No. Abdul Rasool
Khan of 16 Nalaji Bhabha A. Y. Main E.C. Ltd.
Road Calcutta (the Voluntary liquidator)
attorney for it & J. Main & Co. Ltd.
(in voluntary liquidation) and its liquidator
and its liquidator John John A. Y. Kerr
A. Y. Kerr is admitted by him

For R. D. Victor & Co
Bhupendra Kumar Jain

Witness
At Nalaji Bhabha Road
and S. C. Chowdhury
Solicitor
of 13 Nalaji Bhabha Road
Calcutta

and impression of the
merchant is dispensed with

29/12/67

Act 1862 to 1890 and also an existing Company within the meaning of the English Companies Act 1948 and having its Registered Office in Glasgow in the United Kingdom of Great Britain and Ireland and had been carrying on business as Structural Engineers and Contractors amongst other places at No. 16, Netaji Subhas Road, Calcutta in the Union of India now in creditors' voluntary liquidation, hereinafter referred to as the "VENDOR" (which expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors-in-interest) of the FIRST PART: JOHN ALEXANDER GARDNER KERR of M/s. Thomson McLintock & Co. of No. 216, West George Street, Glasgow by occupation Chartered Accountant, the Liquidator of the said A. & J. Main & Co., Ltd. the Vendor herein in creditors' voluntary liquidation, hereinafter referred to as the -- "Liquidator" (which expression shall unless excluded by or repugnant to the subject or context mean and include his successor or successors-in-office) of the SECOND PART R. D. VICTOR & CO., a firm carrying on business as Engineers, Importers and Steel Specialists at No. 24, Netaji Subhas Road, Calcutta, hereinafter called " the Confirming Party" (which expression shall unless excluded by or repugnant to the subject or context mean and include the partners for the time being of the said firm and the partners who may from time to time constitute the said firm and each of their respective heirs, executors, representatives and administrators) of the THIRD PART A N D A. & J. MAIN & CO.(ENGINEERS) PRIVATE LIMITED, a Company incorporated in West Bengal under the Companies Act, 1956 and having its Registered Office at No. 16, Netaji Subhas Road, Calcutta hereinafter called " the PURCHASER" (which expression

expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors-in-office and assigns) of the FOURTH PART:

WHEREAS :

1. on the 23rd day of September, 1908 Amritlal Mukherjee and Chunilal Mukherjee granted mourasi mokorari patta in favour of the Vendor (which patta was duly registered in Sadar Sub-Registration Office, Howrah on 30th October, 1908 in Book I, Volume 45, pages 260 to 265 Being No. 3749 for the year 1908) in respect of a plot of land measuring 5 Bighas 10 Cottahs at Mouza Majerhat, P. S. Shibpur in the District of Howrah at an annual rent of Rs. 270/-, which land was more particularly described in the schedule thereunder written and delineated in the map annexed thereto and thereon marked with letter "A".
2. By a Patta dated 23rd September, 1908 one Ashwini Kumar Chatterjee granted in favour of the Vendor mourasi mokorari lease in respect of land measuring 1 Bigha 10 Cottahs at Mouza Majerhat, P.S. Shibpur in the District of Howrah at an annual rent of Rs.45/= and the Patta was duly registered in Sadar Sub-Registration Office, Howrah on the 30th October, 1908 in Book I, Volume 50 pages 161 to 166 Being No. 3742 for the year 1908 which land was more particularly described in the schedule thereunder written and delineated in the map annexed thereto and thereon marked red with letter "B".
3. By a Patta dated 17th September, 1909 the said Ashwini Kumar Chatterjee granted in favour of the Vendor mourasi mokorari lease in respect of the land measuring 4 Bighas 5 Cottahs and 2 Chittacks at Mouza Majerhat P. S. Shibpore in
the

the district of Howrah at an annual rent of Rs.106/- and the said Patta was duly registered in the Sadar Sub-Registration Office, Howrah in Book No. I, Volume 49 pages 163 to 170 Being No. 3286 for the year 1909 and the said land measuring 4 Bighas 5 Cottahs and 2 Chittacks was more particularly described in the schedule thereunder written and delineated in the map annexed thereto and thereon marked "C" and "D".

4. By Patta dated 11th February, 1910 Amritlal Mukherjee and Chunilal Mukherjee granted mourasi mokorari lease in favour of the Vendor in respect of the land measuring 2 Bighas at Mouza Majerhat P. S. Shibpore in the district of Howrah which land was more particularly described in the schedule thereunder written and delineated in the map -- annexed thereto and thereon marked "E" and the said Patta was duly registered in Sadar Sub-Registration Office, Howrah in Book I Volume 15 pages 257 to 262 Being No. 1139 for the year 1910.

5. By Patta dated 12th July, 1915 the said Amritlal Mukherjee granted mourasi mokorari lease in favour of the Vendor in respect of the land measuring 1 Bigha at Mouza Majerhat, P.S. Shibpore in the district of Howrah which land was more particularly described in the schedule thereunder written and delineated in the map annexed thereto and marked with letter "F" and the said Patta was duly registered in Sadar Sub-Registration Office, Howrah in Book I, Volume 30 pages 284 to 289 Being No. 3444 for the year 1915.

6. During the Revisional Settlement operation under the provisions of West Bengal State Acquisition Act, the said land measuring 5 Bighas 10 Cottahs covered under the

Patta dated the 23rd September, 1908 and the said land measuring 2 Bighas covered by the Patta dated 11th February, 1910 have been recorded in khatian No. 44 and the said khatian provides for payment of rent of Rs. 320/= to the Government of West Bengal made up of the said sum of Rs. 270/- payable under the said Patta dated 23rd September, 1908 and the said sum of Rs. 50/- payable under Patta dated 11th February, 1910. The said land measuring 1 Bigha 10 Cottahs covered by the said Patta dated the 23rd September, 1908, the said land measuring 4 Bighas 5 Cottahs, covered by the Patta dated 17th September, 1909 and the said land measuring 1 Bigha covered by the Patta dated the 12th July, 1915 were recorded in the name of the Vendor during the Revisional Settlement Operation under khatian No. 107 and the said khatian provides for payment of rent of Rs. 201/- to the Government of West Bengal made up of Rs. 45/= payable under the Patta dated 23rd September, 1908, Rs. 106/- payable under the said Patta dated 17th September, 1909 and Rs. 50/- payable under the said Patta dated the 12th July, 1915.

7. The total measurement of the said lands covered by the said 5 Pattas is 14 Bighas 5 Cottahs and 2 Chittacks and the said entire land measuring 14 Bighas 5 Cottahs and 2 Chittacks held by the Vendor and recorded during Revisional Settlement Operation in the name of the Vendor was included in the Howrah Municipal premises No. 151, Andul Road and the same was recorded in the Revisional Settlement Record of Rights under Dag Nos. 95,95/174, Khatian No. 44, Touzi No. 798 at Mouza Shibpur P. S. Shibpore in the District of Howrah and Dag No. 95/173 under khatian No. 107, Touzi No. 798 at Mouza Shibpur in the District of Howrah and more particularly described in the Schedule 'A' hereunder written.

8. Sometimes back the Vendor constructed buildings, structures, factory sheds, godowns on the said lands more particularly described in the schedule "B" hereunder written and the Vendor had been carrying on business at the said premises as "Structural Engineers and Contractors".

9. In the premises, the Vendor is seised and possessed of and/or otherwise well and sufficiently/entitled to ALL THOSE pieces or parcels of lands measuring 14 Bighas 5 Cottahs and 2 Chittacks more or less and comprised in Dag No. 95, 95/174 under khatian No. 44 and dag No. 95/173 under khatian No. 107 at Mouza Shibpur, P. S. Shibpur in the district of Howrah and assessed by the Howrah Municipality as premises No. 151, Andul Road and more particularly described in the schedule 'A' hereunder written and all those buildings, structures, godowns and factory sheds situate on the said pieces or parcels of lands more particularly described in the schedule 'B' hereunder written absolutely and free from all encumbrances and charges but subject to payment of ground rent as mentioned hereinabove.

10. By an Extra Ordinary Resolution passed at a Meeting of the Creditors of the Vendor held on the 11th July, 1968 in Room 'L' of the Chartered Accountants' Halls, 220 St. Vincent Street, Glasgow, C.2., it was resolved that the Vendor Company be wound up voluntarily and that one John Alexander Gardner Kerr of M/s. Thomson McLintock & Co. Chartered Accountants of Glasgow was thereby appointed Liquidator for the purpose of such winding-up. The said Liquidator had duly complied with all statutory requirements under the Companies Act 1948 and/or any Rules made thereunder.

11. By an Agreement dated 31st January, 1969 and made between the Vendor and the Confirming Party the Vendor agreed to sell and the Confirming Party agreed to purchase the said piece or parcel of land measuring 14 Bighas 5 Cottahs and 2 Chittacks more or less situate at Mouza Shibpore Police Station Shibpore in the District of Howrah and the structures, buildings, factory shed and godowns etc. mentioned in the schedules hereunder written being/municipal premises No. 151, Andul Road and the goodwill of the business as well as the Plant, Machinery and other moveables together with the benefit of the agreement entered into by the Vendor with the Railway Authorities for railway sidings facilities adjoining the factory premises and the Vendor agreed to assign to the Confirming Party the tenancy right in the Office Premises at 16, Netaji Subhas Road and the residential/flat and the Vendor agreed to sell 2 motor vehicles to the Confirming Party at or for the price of Rs. 10,00,000/- and a sum of Rs. 2 lacs was paid by the Confirming Party to the Vendor on the said 31st January, 1969 by way of earnest money and in part payment of the consideration money./

12. At the treaty of the said Sale it was agreed between the Vendor and the Confirming Party that the tenancy right at the office premises No. 16, Netaji Subhas Road and the residential flat would be assigned and the two cars and machinery and other moveables would be sold and the goodwill of the business would be assigned at the price of Rs.5,00000/= (Rupees five lacs) and the land and buildings at premises No. 151, Andul Road would be sold at the price of -- -- Rs. 5,00000/= (Rupees five lacs).

13. Pursuant to the provision of nomination contained

in

in the said agreement dated the 31st January, 1969 the Confirming Party nominated the Purchaser as its nominee for/ completing purchase of the said building and land at 151, Andul Road and the machinery affixed therein and for assignment of tenancy right at 16, Netaji Subhas Road and the residential flat and for purchase of 2 motor cars. Accordingly, the Vendor has sold and delivered by manual delivery of plants, machinery and other moveables lying at 151, Andul Road to the Purchaser and the two motor cars have also been sold and the goodwill of the business was assigned by the Vendor to the Purchaser at the total price of Rs. 5,00,000/- and the said properties are not intended to be assigned and/or transferred and conveyed by these presents. It is intended to be conveyed/ and transferred by these presents the said land and buildings at premises No. 151, Andul Road more particularly described in the schedule hereunder written by the Vendor to the Purchaser at the price of Rs. 5,00,000/= in the manner hereinafter mentioned.

NOW THIS INDENTURE WITNESSETH as follows:-

1. Pursuant to the said agreement and in consideration of the said sum of Rs. 2 lacs already paid by the Confirming Party to the Vendor on 31st January, 1969 as aforesaid and in further consideration of Rs. 3 lacs paid//by the Purchaser to the Vendor Company at or immediately before the execution of these presents making together the sum of Rs.5,00,000/- (Rupees Five Lacs) (the receipt whereof the Vendor Company doth hereby as well as by the receipt hereunder written admit and acknowledge/and of and from the payment of the same and every part thereof forever release and discharge the Purchaser as well as the property hereby sold) the Vendor doth hereby grant,
transfer

transfer, sell, convey, assign and assure and the said Liquidator pursuant to the statutory powers in him vested and all other powers in him enabling thereto doth hereby confirm and assure and the Confirming Party also doth confirm and assure unto the Purchaser FIRSTLY ALL THOSE pieces or parcels of lands measuring 14 Bighas 5 Cottahs and 2 Chittacks more or less comprised in Dag Nos. 95,95/174 under khatian No. 44 and Dag No. 95/173 under khatian No. 107 both at Mouza Shibpore P. S. Shibpore in the District of Howrah being municipal premises No. 151, Andul Road and more particularly described in the schedule "A" hereunder written and SECONDLY ALL THOSE structures, buildings, factory sheds, godowns standing on the said land at premises No. 151, Andul Road and more particularly described in the schedule "B" hereunder written (the said lands and the said buildings, structures, godowns and factory sheds are hereinafter collectively referred to as the "said property") and delineated in the plan hereto annexed: OR HOWSOEVER OTHERWISE the said property now are or is at any time or times heretofore were or was situated butted bounded described TOGETHER WITH all compounds, yards, boundary walls, lights, ancient and other lights rights liberties easements privileges advantages emoluments appendages and appurtenances whatsoever standing and being in or upon or belonging or in anywise appertaining to the said property or any part thereof / or which with the same now are or at any time or times heretofore were or was held used occupied or enjoyed reputed deemed taken as part parcel or member thereof or appurtenant thereto AND THERE REVERSION OR REVERSIONS REMAINDER OR REMAINDERS and the rents issues and profits thereof and all the estate right title interest property claim and demand whatsoever of the Vendor hereto or upon the said property or any part thereof AND all deeds pattahs
muniments

muniments writings and evidences of title which exclusively relate to the said property or any part thereof TO HAVE AND TO HOLD the said property hereby sold conveyed transferred and assigned or otherwise assured or intended so to be unto and to the use of the Purchaser absolutely.

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

(a) That notwithstanding any act deed or thing done committed or knowingly suffered by them to the contrary the Vendor is lawfully rightfully and absolutely seised and possessed of or otherwise well and sufficiently entitled to the said property hereby sold conveyed transferred and assigned as an absolute and indefeasible estate equivalent thereto free from encumbrances whatsoever and that the Vendor hath full power and absolute and indefeasible right and authority to sell grant convey and transfer the said property unto the Purchaser in the manner aforesaid to the intent and meaning of these presents;

(b) That it shall be lawful for the Purchaser at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said property and receive the rents issues and profits thereof without any hindrance interruption disturbance claim or demand whatsoever by the Vendor or any person or persons claiming any estate right/title and/or interest from under through or in trust for the Vendor and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Vendor well and sufficiently saved defended kept harmless and indemnified

of

of and from and against all former ^{and other} ~~estates~~ title charges and encumbrances whatsoever made done executed or occasioned by the Vendor.

(c) The Vendor and all persons claiming any right title or interest in the said property through from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the cost of the Purchaser make do acknowledge or execute or cause and procure to be done made acknowledged and executed all such further acts deeds and things for further assuring the said property unto the Purchaser as may be reasonably required.

3. The Confirming Party doth hereby covenant with the Purchaser that the Confirming party hath not done any act, deed, matter or thing whereby the Confirming Party is or may be prevented from confirming and/or assigning the said property unto the Purchaser in the manner aforesaid.

THE SCHEDULE 'A' ABOVE REFERRED TO:

ALL THOSE pieces or parcels of land measuring 14 Bighas 5 Cottahs and 2 Chittacks more or less being the Howrah Municipal Premises No. 151, Andul Road and comprised in R. S. Dag No. 95, ⁹⁵ ~~174~~ under khatian No. 44 and R. S. Dag No. 95/173 under khatian No. 107 both at Mouza Shibpore, Pargana Paikan, J.L. No. 1 R. S. No. 1994, Touzi No. 798, P.S. Shibpour Sadar Sub-Registration Office Howrah in the District of Howrah and butted and bounded in the manner following, that is to say:-

- On the North: By Municipal concrete drain and beyond that Andul Road.
- On the East: By Swarnamayi Khal.
- On the South: By Property of Howrah Banking Corporation Ltd. being 60, College Ghat Road and
- On the West : By lands of Haripada Samanta and in respect of the said lands an annual rent of Rs.320/- and Rs. 201/- respectively are payable to the Govt. of West Bengal and the said lands are delineated in the plan annexed hereto and thereon bordered red OR HOWSOEVER OTHERWISE the same may be called known numbered discribed or distinguished.

THE SCHEDULE "B" ABOVE REFERRED TO:

1. Office.
2. General Stores Godown.
3. Template Floor.
4. Miscellaneous stores godown & Canteen.
5. Painting & Assorting shed.
6. Smithy.
7. Workshop curved roof.
8. " " "
9. " " "
10. " " " with travelling crane.
11. Compressor room.
12. Transformer Sub-station.
13. Girder shop with 3T & 5T E.O.T.Cranes.
14. Durwan's Quarters, Ration Store, Tea room etc.
15. Temporary Shed(Dismantled & Scrapped)
16. Assembly shop.
17. Workers' latrines.
18. Sheet-Curving shop.

- 19. Plate Rack.
- 20. Crabide Store.
- 21. M.S. Angle stockyard.
- 22. Durwans quarters.
- 23. Boundary line.
- 24. Boundary Pillar.
- 25. Machine shop.
- 26. Welding shop.

IN WITNESS WHEREOF the Parties hereto of the First, second and third parts have executed these presents they day month and year first above written.

SIGNED for and on behalf of the Vendor and its Liquidator abovenamed by M. A. Khan their constituted attorney ^{at Calcutta} in the presence of :-

S. C. Chowdhury
Solicitor, Calcutta
S. C. Chowdhury
Solicitor Calcutta.

X A. & J. Main & Co., Ltd.
X (In Voluntary liquidation)
X and Mr. John A. J. Kerr
X his liquidator
X by Mahboob Ali Khan
X constituted Attorney

SIGNED AND DELIVERED by the Confirming Party at Calcutta in the presence of:

S. C. Chowdhury

X for R. S. Victor & Co.
X Bhupendra Kumar Jain
X Partner

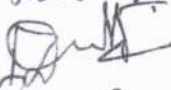
Received

RECEIVED of and from the within-named
Purchaser the within mentioned sum of
Rs.5,00,000/- being the full consideration
for these presents as per memo below .. Rs.5,00,000/=
=====

MEMO OF CONSIDERATION:

By earnest money paid ————— Rs 2,00,000/-
By cheque No Cal/A 984663
dated 23-12-1969 drawn on
Hindusthan Mercantile Bank Ltd
by the purchaser in favour
of the vendor for ————— Rs 3,00,000/-

—————
Total Rs 5,00,000/-
(Rupees five lacs) only

witness: ———

S.C. Chowdhury

A. & J. Main & Co. Ltd.
(In Voluntary liquidation)
and Mr. John A. G. Kerr
its liquidator
by Mahboob Ali Khan
Constituted Attorney

7726

Book No
Volume No 182
Pages 237 to 254
Being No 563
for the year 1969

D A T E D THIS 22ND DAY OF DECEMBER,
1969.

BETWEEN

A. & J. MAIN & CO LTD- 1st Part
JOHN ALEXANDER GARDNER
KERR 2nd Part
R.D. VICTOR & CO. .. 3rd Part
A n d
A. & J. MAIN & CO. (ENGINEERS)
PRIVATE LIMITED .. 4th Part.

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CONVEYANCE.

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KHAITAN & CO.

SOLICITORS,
1B, Old Post Office Street,
Calcutta.