9672 I 4971

500 Rs.

RS. 500

RS. 10

INDIA

Admissible under Rule 21 also under section 26 (c) of the Bengal Tenancy Act, stamped under the Indian Stamp Act, 1899, Schedule I A No. 23

(5)

6A

Process fee in Court fee stamps 14-

Fee paid as under:

A 162-
B 20-
Ins 20-
Ins 1-
Ins 3-
207/-

Registrar of Assurances,
Calcutta. 13.11.57

THIS INDENTURE is made this thirteenth day of November one thousand nine hundred and fifty-six BETWEEN (1) RAMJILAL BERIWALA also known as Ramjilal Agarwala, (2) MAIDHAN BERIWALA also known as Maidhan Agarwala and (3) LALCHAND BERIWALA also known as Lalchand Agarwala, all three sons of Rajaram Beriwala deceased, ordinarily residing at Brindaban in the District of Mathura in U.P., (4) JOYLALL BERIWALA also known as Joylall Agarwal son of Jankidas Beriwala deceased, residing at No. 167, Chittaranjan Avenue in the town of Calcutta, (5) HARGULALL BERIWALA also known as Hargulall Agarwal, another son of the said Jankidas Beriwala deceased, residing at Brindaban in the District of Mathura in U.P., and (6) KHYALIRAM BERIWALA son of Lakhmichand Beriwala also known as Lachmichand Agarwal deceased, ordinarily residing at Brindaban in the District of Mathura in U.P.

4619

P. D. Hirmal Singh & Co

Lal Bazar Street Calcutta

8.11.1956

Presented
8.11.56

THE SEAL OF THE REGISTRAR OF ASSURANCES

Certificate of registration of the within at the Registration office on the 13th day of November 1956 By Sitaram Beriwala the executant.

Sitaram Beriwala

Registrar of Assurances, Calcutta.
13.11.56

Sitaram Beriwala son of Maichand Beriwala of 167, Chittaranjan Avenue, Calcutta, by caste Marwari, by profession merchant as Constituted attorney for Ranjit Lal Beriwala, Maichand Beriwala, Lalchand Beriwala, Jay Lall Beriwala, Hargulal Beriwala and Khyaliram Beriwala, by trade.

Jagesh Chandra Bardhan son of Late Manthal Chandra Bardhan of 6, Old Post Office Street, Calcutta, by caste Sadgop, by profession Semi-lawyer.

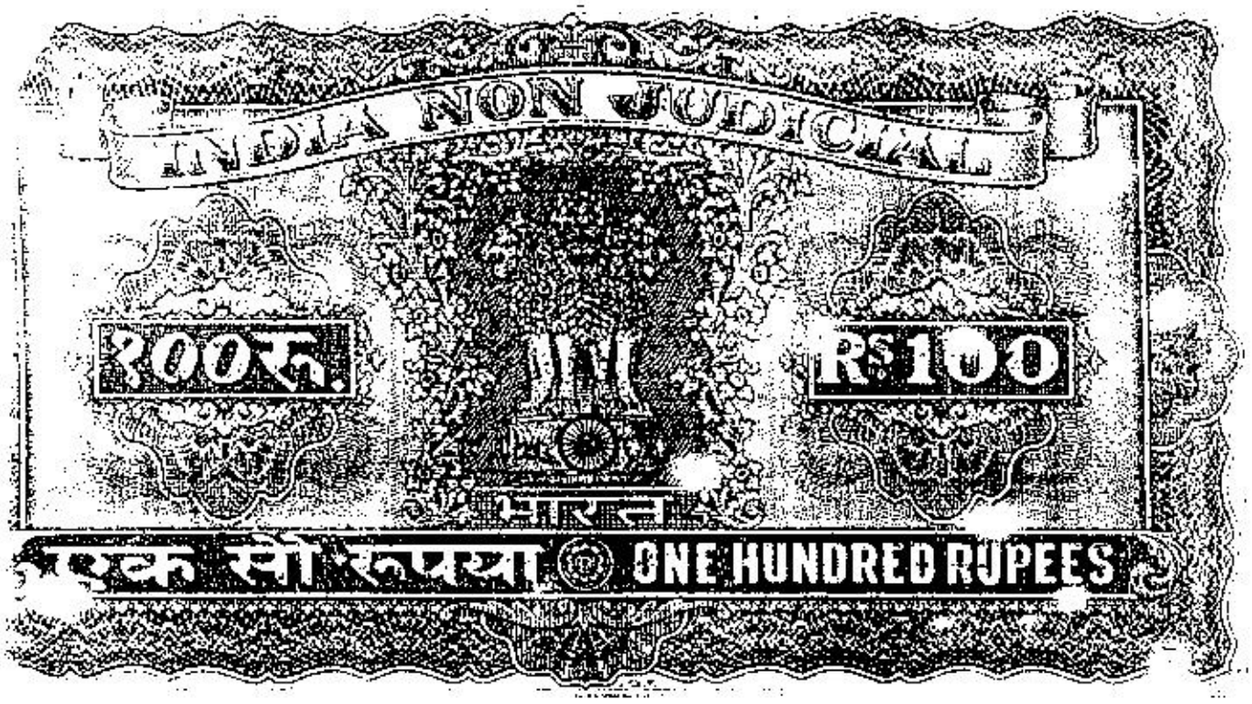
Sitaram Beriwala as Constituted attorney for.
Ranjit Lal Beriwala
Maichand Beriwala
Lalchand Beriwala
Jaylall Beriwala
Hargulal Beriwala
Khyaliram Beriwala

5016

Jagesh Chandra Bardhan

Registrar of Assurances, Calcutta
13.11.56

100 Rs



6B

U.P., all Hindu Merchants, hereinafter called "the VENDORS" (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs executors administrators representatives and assigns) of the ONE PART AND AGARWALA HARDWARE WORKS PRIVATE LIMITED, a company incorporated under the Indian Companies Act and having its Registered Office at No.167, Chittaranjan Avenue in the town of Calcutta, hereinafter called "the PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the OTHER PART :

W H E R E A S -

1) By an Indenture of Conveyance dated the Fourteenth day of November, one thousand nine hundred and forty made -- between Durgadutt Kajaria and Jhabarmull Jalan therein -- described as Vendors of the One Part and Lachmichand Agarwal since deceased, Ramjilal Agarwal, Maidhan Agarwal, Lalchand Agarwal, Joylall Agarwal and Hargulall Agarwal therein described as Purchasers of the Other Part and registered at - the Howrah Sadar Joint Sub-Registry in Book I Volume No.34

pages

1619
P. D. Hiranandani & Co.
Post Office Street

Collectorate,
Treasury.
8.11.1956

Treasurer
8.11.56.

THE SEAL OF THE REGISTRAR OF CALCUTTA

Registrar of Assurances
12/11/56

6c

pages 59 to 65 being No. 2061 for the year 1940 the said Durgadutt Kajaria and Jhabarmull Jalan for valuable consideration therein mentioned granted sold conveyed and transferred All That piece or parcel of Ryati Mokrari (therein mentioned as Mokrari Mourashi) garden land together with buildings and appurtenances belonging thereto situate at 51, Stark Road, Lillooah, now numbered 10, Stark Road, Lillooah, particularly described in the Schedule thereunder written and also in the Schedule hereunder written free from all encumbrances (but subject to the payment of the annual rent payable in respect thereof) unto the said Lachmichand Agarwal also known as Lakhmichand Beriwala since deceased and the Vendors Ramjilal Beriwala, Maidhan Beriwala, Lalchand Beriwala, Joylall Beriwala and Hargulal Beriwala absolutely and for ever :

2) The said Lakhmichand Beriwala also known as Lachmichand Agarwala died intestate on or about the Seventh day of July, one thousand nine hundred and fifty-three leaving him surviving his only son the Vendor Khyaliram Beriwala as his only heir and legal representative :

3) The Vendors are absolutely seised and possessed of or otherwise well and sufficiently entitled to the said -- messuage land hereditaments and premises No. 51, Stark Road Lillooah and now numbered 10, Stark Road, Lillooah, as an estate in possession free from all encumbrances but subject to the payment of annual rent payable in respect of the - land comprised therein :

4) The Vendors have agreed with the Purchaser for the absolute sale to them of the said garden land messuage tenement hereditament and premises and the inheritance thereof free from all encumbrances whatsoever but subject to the payment of the annual rent payable in respect of the land comprised therein at or for the sum of Rupees

Forty

forty thousand :

NOW THIS INDENTURE WITNESSETH as follows :-

1. In pursuance of the said agreement and in consideration of the sum of RUPEES FORTY THOUSAND paid by the Purchaser to the Vendors on or before the execution of these presents (the receipt whereof the Vendors do and each of them doth hereby admit and -- acknowledge and of and from the same and every part thereof do hereby acquit release and for ever discharge the Purchaser and the property hereby granted and transferred) they the Vendors - as to their respective interest do and each of them doth hereby grant sell convey transfer assign and assure unto the Purchaser ALL THAT the land messuage hereditament and premises No. 51, Stark Road, Lillooah and now numbered 10, Stark Road, Lillooah, Howrah described in the Schedule hereunder written and for the sake of brevity hereinafter referred to as 'the said premises' OR HOWSOEVER OTHERWISE the said premises or any part thereof now are or is or heretofore were or was situated butted bounded called -- known numbered described or distinguished TOGETHER WITH all -- buildings walls structures out-houses fixtures tanks trees -- fences sewers drains ditches ways paths passages lights waters water-courses and all manner of rights liberties easements -- privileges advantages emoluments appendages and appurtenances whatsoever belonging or in anywise appertaining to the said -- premises or any part thereof or which with the same now are or is or at any time or times heretofore were or was held used -- occupied or enjoyed or accepted reputed deemed taken or known as part or parcel or member thereof or appurtenant thereto AND the reversion and reversions, remainder and remainders AND the rents issues and profits thereof and every part thereof AND all legal incidents thereof AND all the estate right title interest property inheritance possession use claim and demand whatsoever of the Vendors in to or upon the said premises and every part

thereof

6D

thereof TOGETHER WITH all deeds pottahs muniments writings and evidences of title relating to or concerning the said premises or any part thereof which now are or hereafter shall or may be in the custody possession power or control of the Vendors or any other person or persons from whom they the Vendors may procure the same without any action or suit TO HAVE AND TO HOLD the said premises hereby granted transferred and conveyed or expressed or intended so to be and every part thereof TOGETHER WITH all and every of their rights and appurtenances unto the Purchaser absolutely and for ever subject as to the land to the payment of the yearly rent.

2. The Vendors do and each of them doth hereby covenant with the Purchaser that they have good right full power and absolute authority to grant sell and convey the said premises in manner aforesaid free from all encumbrances whatsoever and according to the true intent and meaning of these presents AND THAT the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said premises and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any other person or persons lawfully or equitably claiming from under or in trust for them AND THAT free from all encumbrances whatsoever but subject as to the land to the payment of the yearly rent AND THAT free and clear and freely and clearly and absolutely discharged saved harmless and kept indemnified against all estates and encumbrances whatsoever made or suffered by the Vendors or any of their predecessors in title or any person or persons whomsoever AND FURTHER that they the Vendors and all persons having or lawfully or equitably claiming any estate or interest in the said premises or any part thereof from under or in trust for them shall and will from time to time and at all times hereafter at the request and costs of

the

the Purchaser do and execute or cause to be done and executed all such acts deeds assurances and things whatsoever for further and more perfectly granting conveying and assuring the said premises and every part thereof unto and to the uses of the Purchaser in manner aforesaid, as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of Rayati Mokrari Sthitiban garden land and tank measuring by estimation Fifteen Bighas more or less (total area recorded in the last C.S.Settlement being Eleven Bighas Nine Cottahs and Eleven Chittacks) together with the building structures and out-houses or godowns built thereon or on part thereof and situate in Pargana Boro Maujahs Malipanchghara and Belur Parganas Boro and Samarsahi and Khalore Thana Bally Sub-Registration Howrah in the District of Howrah and being premises No.51, Stark Road also known as 40, Malipanchghara Road, Lillooah and new numbered 10, Stark Road, Lillooah, Howrah, within the Bally Municipality and comprising of the following several plots, namely :-

1. Touzi No.820 J.L.No.17, Re. Su. No.1984, C.S.Settlement Khatian No.219, Dag Nos.44 and 45 containing by estimation Three Bighas and Five Cottahs of land (recorded in the C.S. Settlement as .270 acres) and paying a fixed annual rent of Rupees Two Annas Fourteen and pies three lately to Sovabazar Raj Estate and now to Junior Land Revenue Officer, Howrah, on behalf of the Collector of Howrah.

2. Touzi No.820 C.S.Settlement Khatian No.276 J.L.No.17, Re.Su.No.1984, Dag No.42 containing by estimation One Bigha and Five Cottahs of land (recorded in the C.S.Settlement as .378 acre) and Dag No.45 containing by estimation One Bigha and Ten Cottahs of land (recorded in the C.S.Settlement as .866 acre) and for the above Khatian paying a fixed annual rent of Rupees Twenty lately to Jitendra Kumar Ghose Hazra

and

6E

and others and now to J.L.R.O., Howrah.

3. Touzi No.734 C.S.Settlement Khatian No.12 Mouza Belur Parganas Samarsahi, J.L.No.15, Re. Su. No.1981 Dags Nos.2311 and 2311/2329 containing by estimation Three Bighas of land (recorded in the C.S.Settlement as .710 acre) and Touzi No.734 Khatian Nos.11, Dag No.2310 containing by estimation Eighteen Cottahs of land (recorded in the C.S.Settlement as .174 acre) paying for the above two Khatians fixed annual rents of Rupees Ten and Rupee One and annas eight and pies six respectively lately to Baidyanath Mukherjee and others and now to J.L.R.O., Howrah.

4. Touzi No.3989 C.S.Settlement Khatian No.287, J.L.No.17, Re. Su. No.1984, Dag No.41 containing by estimation Fourteen Cottahs of land (recorded in the C.S.Settlement as .196 acre) and paying a fixed annual rent of Rupee One annas five and pies six lately to Sarat Kumar Roy and others of Dighapatia and Sanat Kumar Mukherjee in equal shares and now to J.L.R.O., Howrah.

5. Touzi No.820 C.S.Settlement Khatian No.230, J.L.No.17, Re.Su. No.1984, Dags Nos.43, 56 and 43/134 containing by estimation Eight Cottahs (recorded in the C.S.Settlement as .145 acre) and paying an annual rent of Rupee One only to Jugal Kishore Dutt and others and now to J.L.R.O., Howrah.

6. Touzi No.19, C.S.Settlement Khatian No.23, J.L.No.17, Re.Su. No.1984, Dag No.47 (area recorded in the C.S.Settlement as .830 acre) and Touzi No.820 Khatian No.217 J.L.No.17, Re. Su. No.1984 Dag No.46/133 (area recorded in the C.S.Settlement as .213 acre) Total area of lands of the said two Khatians being by actual estimation Four Bighas more or less and paying the fixed annual rents of Rupees Eight annas eight and pies six and Rupees Three and annas twelve respectively lately to Kissengopal Daga and others and now to J.L.R.O., Howrah.

The

The said premises No.51, Stark Road (also known as No.40 Malipanchghara Road and now numbered as 10, Stark Road, Lillooah) is butted and bounded on the North partly by Stark Road and partly by Malipanchghara Road, on the East partly by Malipanchghara Road and partly by Haroo Molla's land and tank, on the South by Haroo Mollah's land and tank and on the West partly by Kedar Sing's land and partly by drain and Dharamtola Road.

IN WITNESS WHEREOF the VENDORS have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED by the Vendors at Calcutta, in the presence of :-

H. N. Chatterjee
Asst. Manager, P. D. Himatsingka & Co. Ltd.

S. N. Das Majumder
Advocate, High Court, Calcutta

Ranjitlal Beriwala
Madhav Beriwala
Lal Chand Beriwala
Joylal Beriwala
Hazarilal Beriwala
&
Khyaliram Beriwala
by the Pen of their constituted attorney
Sitaram Beriwala

THE SEAL OF THE REGISTRAR OF CALCUTTA

THE SEAL OF

Registrar of Assurances

RECEIVED

6F

RECEIVED of and from the withinnamed PURCHASER the WITHIN mentioned sum of RUPEES FORTY THOUS -AND only being the full consideration money -- expressed to have been paid to us as per memo below :-

Rs.40,000/-

MEMO OF CONSIDERATION.

By Reserve Bank notes, nos.
H/26 481001 to 481100,
H/26 482001 to 482100, 400
pieces for Rs. 100/- each. .. Rs. 40000/-

Rs. 40,000/-
Rupees Forty thousand only

Witness -
H. Chatterjee
S. N. Jaimajumder

Ramjidass Baniwala
Madhan Baniwala
Lalchand Baniwala
Jaylal Baniwala
Jagmohan Baniwala
&
Khyaliram Baniwala
by the Power of Attorney
constituted attorney
Sitaram Baniwala

REGISTRAR

Reg. I
Book No. I
Volume No. 119
Page 89 to 297
Being No. 4971
For the year 1956

THE SEAL OF THE REGISTRAR OF CALCUTTA

66

Registrar of Assurances,
Calcutta.
17. 11. 56

DATED THIS 13th DAY OF November 1956.

RAMJILAL BERIWALA & ORS.

TO

AGARWALA HARDWARE WORKS PRIVATE LTD.

(1)

C O N V E Y A N C E.

THE SEAL OF THE REGISTRAR OF CALCUTTA

P. D. HIMATSINGKA & Co.
Solicitors.