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STAMP SUPERINTENDENT
CALCUTTA COLLECTION

IN#2

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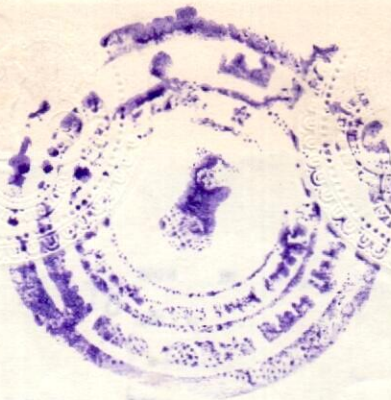
(78) C

DEEDSALE 30
#88089Sadar Joint Sub-Registrar
Chinsurah, Hooghly.
14/2/83

THIS DEED OF SALE made this fourteenth day of February One thousand nine hundred and eighty-three BETWEEN BAIDYANATH SEN son of late Peyari Mohan Sen of Imambazar Road, Hooghly, the Receiver appointed by the Subordinate Judge, Second Court, Hooghly, in Title Suit No. 11 of 1951 (Nemai Chandra Sen and other s -vs- Baidyanath Sen and others) hereinafter referred to as "the Vendor" (which expression shall include his successor in office) of the One Part and LIGHT METAL INDUSTRIES LIMITED an existing Company under the Companies Act 1956 having its Registered Office at 4, Mangoe Lane, Calcutta, hereinafter referred to as "the Purchaser" (which expression shall include its successors and assigns) of the Other Part.

W H E R E A S:

- (1) One Sarat Chandra Sen was seised and possessed of or otherwise well and sufficiently entitled to ALL THAT piece or parcel of land measuring 1.56 acres comprising Dag Nos. 1599 and 1617 of Khatian No. 96 and Dag No. 1642 of Khatian No. 216 in Mouza Hoera P.S. Mogra in the District of Hooghly more particularly described in the Schedule hereunder written along with other properties.



Presented for Registration
 11-0 / 14th
 Feb 83

Baidyanath Sen

Baidyanath Sen Receiver

Badar Joint Sub-Registrar,
 Chinsurah, Hooghly.

Executed on 14/2/83

Baidyanath Sen
 L. Rajani Mohan Sen
 Sumanbaran Chinsurah
 Road Hinder
 receiver
 appointed by
 subordinate judge
 2nd court.

Baidyanath Sen Receiver.

A.T. J
 dispensed with:

14/2/83

Debaraj Chatterjee

Debaraj Chatterjee
 Saikendra Nath Chatterjee
 Hazera Barua
 Hinder
 Business

Badar Joint Sub-Registrar,
 Chinsurah, Hooghly.

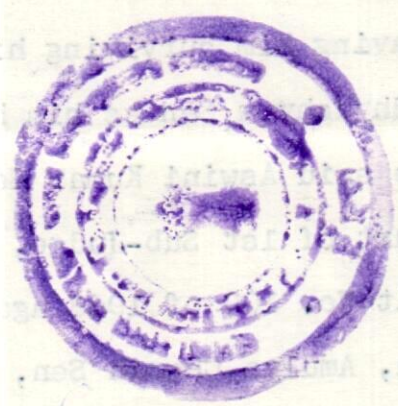
14/2/83

- (2) The land covered by Khatian No. 96 was recorded during the District Settlement operation in the names of Debendra Nath Sen, Pyari Mohan Sen, Nanilal Sen, Amulya Charan Sen, Dolgobinda Sen, Aswini Kumar Sen and Mohanlal Sen the seven sons of the said Sarat Chandra Sen although he was the actual owner and in possession thereof.
- (3) The said Sarat Chandra Sen died intestate in *the year 1338 B.S.* leaving him surviving his seven sons and his wife Sm. Akhoy Kumari Sen.
- (4) Debendra Nath Sen died in *the year 1355 B.S.* intestate leaving him surviving his two sons Sitaram Sen and Radhyashyam Sen as his heirs.
- (5) The said Aswini Kumar Sen instituted a suit in the Court of 1st Sub-Judge, District Hooghly, being Title Suit No. 109 of 1948 against Pyari Mohan Sen, Nanilal Sen, Amulya Charan Sen, Mohanlal Sen, Sitaram Sen, Radhyashyam Sen and Akhoy Kumari Sen for partition of the estate left by late Sarat Chandra Sen.
- (6) The land covered by Khatian Nos. 96 and 216 was recorded during the Revisional Settlement Operation in the names of Pyari Mohan Sen, Nanilal Sen, Amulya Charan Sen, Dolgobinda Sen, Aswini Kumar Sen, Mohanlal Sen, Sitaram Sen and Radhyashyam Sen.
- (7) By an order dated eighth day of September One thousand nine hundred and eighty-two the Vendor has been appointed Receiver in respect of plot Nos. 1599 and 1617 of Khatian No. 96 and Plot No. 1642 of Khatian

(2) The land covered by Khastan No. 98 was recorded during the District Settlement operation in the names of Dependents Neth Sen, Pyari Mohan Sen, Nandlal Sen, Anil Sen, Charan Sen, Dolgobinda Sen, Aswini Kumar Sen and Mohanlal Sen the seven sons of the said Sarat Chandra Sen although he was the actual owner and in possession thereof.

(3) The said Sarat Chandra Sen died intestate in leaving his surviving his seven sons and his wife Sm. Akhoy Kumar Sen.

(4) Dependents Neth Sen died in intestate leaving his two sons Sitaran Sen and Radhacharan Sen.



(5) The said Neth Sen instituted a suit in the Court of District Hooghly, being Title Suit against Pyari Mohan Sen, Nandlal Sen, Anil Sen, Charan Sen, Dolgobinda Sen, Aswini Kumar Sen, Sitaran Sen, Radhacharan Sen and Akhoy Kumar Sen for partition of the land covered by Khastan No. 98 and 99.

(6) The land covered by Khastan Nos. 98 and 99 was recorded during the Revisional Settlement operation in the names of Pyari Mohan Sen, Nandlal Sen, Anil Sen, Charan Sen, Dolgobinda Sen, Aswini Kumar Sen, Mohanlal Sen, Sitaran Sen and Radhacharan Sen.

(7) By an order dated eighth day of September one thousand nine hundred and eighty-two the Vendor has been appointed Receiver in respect of plot Nos. 1899 and 1901 of Khastan No. 98 and plot No. 1902 of Khastan No. 99.

No. 216 of Mouza Hoera with power to negotiate and enter into an Agreement and to sell the above plots of land.

- (8) There had been deaths of the original parties to the Title Suit No. 109 and their heirs were substituted.
- (9) By an Agreement for Sale the Vendor agreed to sell and India Foils Limited agreed to purchase the said land measuring 1.56 acres situate in Mouza Hoera P.S. Mogra in the District of Hooghly comprising of Plot Nos. 1599, 1617 and 1642 at or for the price of Rs. 37,752.00 (Rupees thirty-seven thousand seven hundred and fifty-two) and on the terms and conditions therein contained and has paid to the Vendor a sum of Rs. 755.00 (Rupees seven hundred and fifty-five) as and by way of earnest money.
- (10) The said India Foils Limited has nominated the Purchaser to complete the purchase of the above plots of land more particularly described in the Schedule hereunder written in terms of the above Agreement for Sale.
- (11) The Purchaser has paid to the Vendor the balance sum of Rs. 36,997.00 (Rupees thirty-six thousand nine hundred and ninety-seven) which the Vendor doth hereby admit and acknowledge.

NOW THIS INDENTURE WITNESSETH as follows :

In pursuance of the said Agreement and in consideration of the sum of Rs. 37,752.00 (Rupees thirty-seven thousand seven hundred and fifty-two) (paid as earnest money of Rs. 755.00 (Rupees seven hundred and fifty-five) and a further sum of Rs. 36,997.00 (Rupees thirty-six thousand nine hundred and ninety-seven) to the Vendor paid by the Purchaser on or before
the

No. 215 of 1904 was held in power to negotiate and enter into an agreement to sell the above plots of land.

(8) There had been death of the original parties to the Title Suit No. 109 and their heirs were substituted.

(9) By an agreement for sale the Vendor agreed to sell and India India Limited agreed to purchase the said land measuring 1.86 acres situate in Housa Housa P.S. Housa in the District of Hooghly comprising of Plot Nos. 1500, 1510 and 1520 at or for the price of

Rs. 37,752.00 (threes thirty-seven thousand seven hundred and fifty-two) and on the terms and conditions therein contained and to the Vendor a sum of Rs. 752.00 (seven hundred and fifty-two) as and by way of earnest money.



(10) The India India Limited has nominated the purchaser to complete the purchase of the above plots of land more particularly described in the Schedule hereunder written in terms of the above agreement for sale.

14/12/23

Rs. 37,752.00 (threes thirty-seven thousand seven hundred and fifty-two) which the Vendor has hereby

Nadar Joint Sub-Registrar
Hooghly, Hooghly.

admit and acknowledge.

Now this instrument is witnessed as follows :

In pursuance of the said agreement and in consideration of the sum of Rs. 37,752.00 (threes thirty-seven thousand seven hundred and fifty-two) paid as earnest money of Rs. 752.00 (seven hundred and fifty-two) and a further sum of Rs. 37,000.00 (threes thirty-seven thousand) and

the

the execution of these presents the receipt of which sums and the same are in full payment of the consideration money herein payable the Vendor doth hereby as well as by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof acquit release and discharge the Purchaser and also the said piece or parcel of land the Vendor doth hereby grant sell convey transfer assign and assure unto the Purchaser ALL THAT the piece or parcel of land measuring 1.56 acres of sali land comprising of Khatian Nos. 96 and 216 in Mouza Hoera more particularly described in the Schedule hereunder written TOGETHER WITH all benefits and advantages of ancient and other rights, liberties, easements privileges appendages and appurtenances whatsoever to the said piece or parcel of land or any part thereof belonging or in anywise appertaining to or with the same or any part thereof usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto and the reversion and reversions remainder and remainders rents issues and profits thereof and of and every part thereof AND all the estate right title inheritance use trust property claim and demand whatsoever both at law and in equity of the Vendor into and upon the said piece or parcel of land or any or every part thereof TO HAVE AND TO HOLD the said piece or parcel of land hereby granted sold conveyed transferred assigned and assured or expressed and intended so to be with their rights members and appurtenances (hereinafter referred to as "the said property") unto and to the use of the Purchaser absolutely and forever free from all encumbrances whatsoever AND the Vendor doth hereby covenant with the Purchaser that notwithstanding any act deed matter

or

the execution of these presents the receipt of which sums and
the same are in full payment of the consideration money herein
payable the Vendor doth hereby as well as by the receipt here-
under written admit and acknowledge and of and from the date
and every part thereof acquit release and discharge the Purchaser
and also the said piece or parcel of land the Vendor doth hereby
grant sell convey transfer assign and assure unto the Purchaser
ALL THAT the piece or parcel of land measuring 1.56 acres of
said land comprising of Khatian Nos. 96 and 918 in Town Hoora
more particularly described in the Schedule hereunder written
TOGETHER WITH all benefits and advantages of ancient and other
rights, liberties, easements, privileges appurtenant and appur-
tenances whatsoever to the said piece or parcel of land or any
part thereof belonging or in any way appertaining to or with the
same or any part thereof which may be used occupied or enjoyed
or reputed to belong to the Vendor or his heirs and assigns
and reversions remainder and remainder rents issues and profits
thereof and every part thereof AND all the estate right
title inheritance use and demand whatsoever
both at law and in equity and upon the said
piece or parcel of land or any or every part thereof TO HAVE
AND TO HOLD the said piece or parcel of land hereby granted
sold conveyed transferred assigned and assured or expressed and
intended as to be with their rights, liberties and appurtenances
(hereinafter referred to as "the said property") unto and to
the use of the Purchaser absolutely and forever free from all
encumbrances whatsoever AND the Vendor doth hereby covenant
with the Purchaser that notwithstanding any not deed matter
or



Badar Joint Sub-Registrar,
Chinsurah, Hooghly.

or thing whatsoever by the Vendor done or executed or knowingly suffered to the contrary the Vendor now hath good right full power absolute authority and indefeasible title to grant convey and transfer assign and assure the said property hereby granted conveyed and transferred assigned and assured or expressed or intended so to be unto and to the use of the Purchaser as aforesaid AND THAT the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said property and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor AND that free and clear and freely and clearly absolutely exonerated and released or otherwise by and at the costs and expenses of the Vendor well and sufficiently indemnified of from and against all and all manner of claims charges liens debts attachments and incumbrances whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER that the Vendor and all persons having lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for the Vendor 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 and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser as aforesaid as shall or may be reasonably required.

or thing whatsoever by the Vendor done or executed or knowingly
suffered to the contrary the Vendor now hath good right full
power absolute authority and indefeasible title to grant convey
and transfer assign and assure the said property hereby granted
conveyed and transferred assigned and assured or expressed or
intended as to be unto and to the use of the Purchaser as afore-
said AND THAT the Purchaser shall and may at all times hereafter
peaceably and quietly possess and enjoy the said property and
receive the rents issues and profits thereof without any lawful
eviction interruption claim or demand from or by the Vendor or
any person or persons lawfully or equitably claiming from under
or in trust for the Vendor and that free and clear and freely
and quietly and lawfully exempted and released or otherwise
by and at the Vendor's expense of the Vendor well and well-
specially indemnified of from and against all and all manner of
claims charges and incumbrances and incumbrances what-
soever made or suffered by the Vendor or any person or persons
lawfully or equitably claiming from under or in trust for the
Vendor and all persons lawfully or equitably claiming
any estate or interest in the said property or any
part thereof from under or in trust for the Vendor 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 and things whatsoever
for further better and more perfectly securing the said property
and every part thereof unto and to the use of the Purchaser as
aforesaid as shall or may be reasonably required.



Badar Joint Sub-Registrar,
Chinsurah, Hooghly.

14/2/83

6.

THE SCHEDULE above referred to.-

ALL THAT piece or parcel of Sali land containing an area of 1.56 acres equivalent to 4 Bighas ¹⁴ Cottahs ^{6 chittacks} and 4 square feet a little more or less situate lying at and being plot Nos. 1599 and 1617 of Khatian No. 96 plot No. 1642 of Khatian No. 216 situate in Mouza Hoera Police Station Mogra J.L. No. 1 R.S. No. 161 Touzi No. 8 in the District of Hooghly and the proportionate annual rent of Rs. ^{32.64} ~~87.38~~ out of Rs. ^{32.64} ~~87.38~~ against Khatian No. ²⁶ is now payable to the Government of West Bengal.

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

SIGNED SEALED and DELIVERED by
the abovenamed Baidyanath Sen
in the presence of:

X
X
X

Baidyanath Sen Receiver

1 Sri Subraj Chatterjee
Hoera, Hooghly

Bishnu Pada Mallick
vill+po:- Hoera, Hooghly

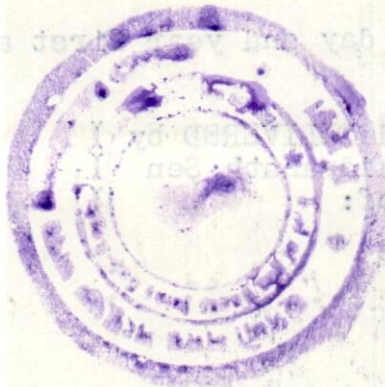
2 S. K. Saha
Ldr. Zils. Calcutta

THE SCHEDULE above referred to--

ALL THAT piece or parcel of Salt Land containing an area of 1.56 acres equivalent to 4 Bighas and Cottahs and square feet a little more or less estimate lying at and being plot Nos. 1509 and 1517 of Khastan No. 98 plot No. 1542 of Khastan No. 216 estimate in Muzas Hoera Police Station Muzas I. A. No. 1 R. S. No. 151 Town No. 8 in the District of Hooghly and the approximate annual rent of Rs. 100 out of Rs. 100 is now payable to the Government of West Bengal.

IN WITNESS whereof the Vendor has executed these

presents the day and date above written.



14/2/23
 Joint Sub-Registrar,
 Chinsurah, Hooghly.

7.

RECEIVED of and from the withinnamed Purchaser the withinmentioned sum of Rs. 37,752.00 (Rupees thirty-seven thousand seven hundred and fifty-two only) being the consideration money as per Memo of Consideration below:

Rs. 37,752.00

MEMO OF CONSIDERATION

By Earnest money

Rs. 755.00

Balance by Bank Draft drawn on State Bank of India, Mogra Branch in favour of the Vendor being No. OL A 035933 dated 12th January 1983.

Rs. 36,997.00

Total - - Rs. 37,752.00

(Rupees thirty-seven thousand seven hundred and fifty-two only)

Witnesses:

1. Udhoj Chatterjee
Hoera, Hooghly.

2. Bishnu Pada Mallick
vice po. Hoera, Hooghly

Baidyanath Sen Receiver

Note - The figures and words "6 chittacks" and digits "32.64" appearing on page 6 have been impounded in between 2nd and 3rd line and 7th and 8th line, the last being replaced by deleting the digits "89.38".

Baidyanath Sen Receiver

RECEIVED of and from the within named
 Purchaser the within mentioned sum of
 Rs. 37,752.00 (Rupees thirty-seven
 thousand seven hundred and fifty-two
 only) being the consideration money as
 per Memo of Consideration below:

Rs. 37,752.00

MEMO OF CONSIDERATION

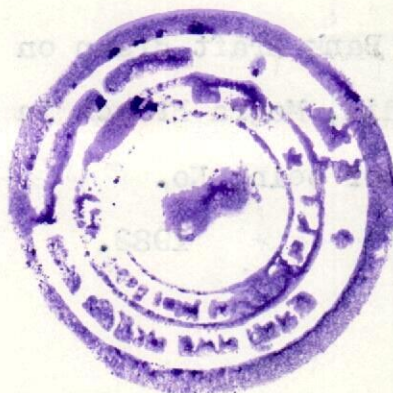
Rs. 752.00

By Earnest money

Balance by Bank of India on State
 Bank of India in favour
 of the Vendor

Rs. 36,997.00

Total -- Rs. 37,752.00



(Rupees thirty-seven thousand seven hundred and
 fifty-two only)

Sd/-
Badar Joint Sub-Registrar
Chinsurah, Hooghly.

14/2/83

Witnesses:

Barbours Co.

To

Light Metal Industries Limited.

RECEIVED

1934

1752
84
1836
225

Mr. Dwyer & Co.
29, Market Street
London.

DATED 14th February 1983.

Baidyanath Sen.

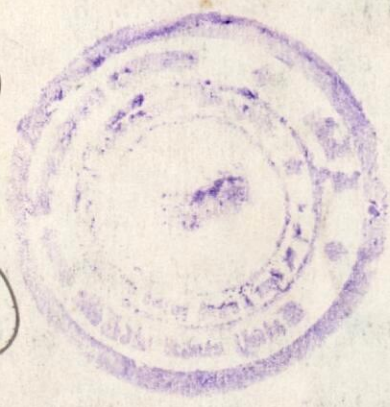
- To -

Light Metal Industries Limited.



DEED OF SALE.

[Signature]
Sub-Registrar
Chinachak, Hooghly.



Sub-Registrar
Chinachak, Hooghly.

18.9.84

[Signature]
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34 A

- Orr, Dignam & Co. -
Advocates,
29, Netaji Subhas Road,
Calcutta.