

HEAD OFFICE
BOMBAY

TEL.: "LOOMS"

DEPT. LEGAL DEPARTMENT.

BUSINESS

CLIENT

TEL. No. 251231 (4 LINES)

DATE 2nd June, 1966.

TO: ACCOUNTS DEPARTMENT.

REF. NO. :LL/52.

Attached hereto is the original agreement for sale dated 18th March, 1963 executed between Gannon Dunkerley & Co. Ltd., and Bharat Containers Private Ltd. in connection with the land at Mahul. Kindly keep this said agreement in your safe custody.


LEGAL ADVISER.

Engl: As above.

mnt:css.

*Recd
original
15/6*

*Original returned to
H.O. by R. C. Viper.*

25/6/66



14 NOV 1952

GEMSON DUNKERLEY & CO. LTD.

May 1

AGREEMENT MADE this ¹⁹⁶² 18th day of ¹⁹⁶² March 1962 between

Gemson Dunkerley & Co. Ltd., a company registered under Indian Companies Act VII of 1913 and having its Registered Office at Chartered Bank Building, Fort, Bombay (hereinafter called "the Vendor" (which expression shall unless it be repugnant to the context or meaning hereof include its successors and assigns) of the one Part and Bharat Containers Private Ltd., a Company registered under the Indian Companies Act VII of 1913 and having its Registered Office at Cecil Court, Lensdowns Road, Bombay 1, hereinafter called "the Purchaser" (which expression shall unless it be repugnant to the context or meaning hereof include its successors and assigns) of the other part;

WHEREBY IT IS AGREED by and between the said parties as follows:

1. The Vendor shall sell and the Purchaser shall purchase all and singular the land and hereditaments situate at Mahul in Greater Bombay admeasuring 9728 sq. yards and more particularly described in the schedule hereunder written with their appurtenances free from all encumbrances at or for the price of Rs. 68,096/- (Rupees sixty-eight thousand and ninety six) only, The purchaser hereafter before the

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execution of these presents paid to the Vendor a sum of Rs. 60,000/- only as an advance towards the purchase price

(the Payment and the receipt thereof the said vendor doth hereby acknowledge).

2. The Vendor hereby undertakes to do all that may be necessary to have the said property duly transferred to the name of the Purchaser in the records of the Collector of Bombay and the Bombay Municipality.

3. The Vendor shall within seven days of the execution of these presents deliver to the Purchaser all and every document relating to the title deeds of or relating to the said property and hereby declares and states that the title as existing is complete and free from all encumbrances.

4. The Vendor shall make out a marketable title to the said property free from all reasonable doubts and shall at his own costs obtain all necessary orders of the Court and get in all outstanding estates and clear all defects in claims by way of sale, exchange, mortgage, gift, trust, inheritance, possession, lease, lien easement or otherwise.

5. If the title be not found marketable, this agreement shall be null and void at the option of the Purchaser and the said sum of Rs. 60,000/- received as an advance shall in such case be forthwith returned by the Vendor to the Purchaser and the Vendor shall also pay all costs, charges and expenses incurred by the Purchaser up to that time.

Contd. 2

6. The Purchaser shall not be entitled to annul the sale on account of the deficiency in the area of the property or to claim compensation in respect thereof.
7. The sale shall be completed by the execution and due registration of the pucca deed of sale in favour of the purchaser within a period of six months from the date of execution of these presents. When the Vendor and all other necessary parties, if any, shall make execute a proper conveyance of the property such as conveyance shall be in favour of the Purchaser or such other person or persons as the purchaser may nominate, the purchaser in the latter case being also a party thereto. The conveyance and all necessary documents shall be prepared by the Purchaser's Attorneys.
8. Upon completion of the purchase, the purchaser shall be entitled to receive the rents and profits of the property and shall be liable to pay all the outgoings including ground rent, Municipal bills from the date of completion of the purchase.
9. The Vendor hereby declares that no notice or requisition issued by the Municipality of Bombay or under the Epidemic Diseases Act or the City of Bombay Improvement Trust Act or any other statute in respect of the said property has been served upon him and that all previous notices and requisitions of the said Municipality or other public body have been complied with and if any further notices or requisitions of the said Municipality or other public body are issued in respect of the said property upto the date of completion of the purchase he the Vendor shall comply with the same at his own costs. The Vendor also hereby declares that there is at present no notice or requisition issued and served by the City of Bombay Improvement Trust or by the Government of Maharashtra or the Municipality of Bombay in respect of any acquisition or set back of the said property or any part thereof. The Vendor also hereby declares that no notice or order has been served upon him by the Government of Maharashtra or the Central Government either for requisition or for acquisition of the said property

under the Defence of India Act or the Rules made thereunder. If before the completion of the purchase any notice in respect of any such acquisition or requisition or set back is issued the Purchaser shall have the option of cancelling this agreement and in such case the Vendor shall return to the purchaser the said sum of Rs. 60,000/- without interest and each party shall bear and pay his own costs, provided always that if the Vendor has concealed any notice issued under any of acts as aforesaid, the purchaser will be entitled to all costs, charges, and expenses incurred by him in addition to the aforesaid advance. *21.11.21*

10. Should any objection or requisition whatsoever be insisted on,

which the Vendor shall be unable to or unwilling to remove, satisfy or comply with he may (notwithstanding any attempt to remove or satisfy or comply with the same or any negotiation or litigation in respect thereof)

by a notice in writing to the purchaser or his solicitors rescind the contract

in which case the purchaser shall receive back the earnest money without interest, costs or compensation in full satisfaction of all claims under the contract or otherwise however, unless the purchaser within seven days after receiving the said notice to rescind the contract withdraws the objection or requisitions in which case the notice to rescind shall be deemed to be withdrawn also.

11. Save as herein otherwise provided all out of pocket expenses all costs, charges and expenses of the Vendor and purchaser of and incidental to this Agreement and the negotiations prior thereto and the said Conveyance and other writing or writings to be made in pursuance thereof including stamp and registration fees, charges for advertisements battaki, searches for encumbrances, surveys, plans, investigations of title, requisition on title, answers to requisitions, certified copies of documents and the transfer of the said property to the name of the Purchaser and all correspondence and attendances shall be borne and paid by the vendor and purchaser in equal shares (and the vendor and purchaser shall each pay their or his own Solicitors costs.

IN WITNESS WHEREOF the said parties hereto have hereunto and to duplicate thereof set their respective hands and seals at Bombay aforesaid

the day and year first herein above written.

THE SCHEDULE OF PROPERTY ABOVE REFERRED TO:

All that piece of agricultural land situate in the Village of Mahul formerly in the District of Thana but now included in

Greater Bombay and in the Registration Sub-District of Bandra admeasur-

Land of B. Raghobhai of Survey No. 15, Hissa No. 1, R. P. B. No. 1
ing 9728 sq. yards or thereabouts and bounded on or towards the NORTH

by the road belonging to the Trustees of Port of Bombay on or towards

the SOUTH by the pieces of land bearing Survey No.15, Hissa Nos. 2 and

3, on or towards the EAST partly by the land belonging to Cannon

Dunkerley & Co. Ltd. bearing Survey No.15, Hissa No.1 and partly by

the piece of land bearing Survey No.15 and Hissa No.3, and on or towards

the WEST partly by the piece of land bearing Survey No.15, Hissa

No.2 and partly by a Nulla.

The Seal of CANNON DUNKERLEY & CO. LTD. was hereto affixed

in the presence of Shri..... *JOSEPH STEFFENS* *P. Castry* and

RATANLAL R. MOHARAY

Shri two Directors of the Company

who have put their signatures hereto in the presence of:

(1) *M. M. M. M.*

(2) *L. R. R. R.*

The Seal of BHARAT CONTAINERS PRIVATE LTD. was hereto affixed

in the presence of Shri and

Shri two Directors of the

Company who have put their signatures hereto in the presence of:

(1) *M. M. M. M.* *Signature*

(2) *R. M. M. M.* *Signature*