

177

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129-1/12
1973





*Rs. 1000 Two thousand
and hundred thirty only.*

M. K. K. K.
For Asst. Supdt. of State

THN
129-2/12
1973

THIS INDENTURE made at Bombay this 28th day of September One thousand Nine hundred and Seventy-two Between: EDDIE MARTIN ALVARES, an agriculturist of Thana Inhabitant hereinafter called " the Vendor" (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the One Part AND BHARAT GEARS LIMITED, a Company incorporated under the Companies Act having their registered office at Allahabad Bank - Building, 17, Parliament Street, New Delhi, hereinafter called " the Purchasers" (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns), of the Other Part;

THN

129-3/12

1973

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WHEREAS the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the piece or parcel of Agriculture land or ground, hereditaments and premises situated at Villages Kause and Sheel in the District of Thana, in the State of Maharashtra and more particularly described in the Schedule hereunder written and intended to be hereby granted and conveyed or intended so to be;

AND WHEREAS the Vendor has agreed with the Purchasers for the absolute sale to them of the said ~~Agricultural~~ land hereditaments and premises more particularly described in the Schedule hereunder written free from all encumbrances at or for the price of Rs.12,17,645/-;

AND WHEREAS the Purchasers paid to the Vendor a sum of Rs. 20,000/- (Rupees Twenty thousand only) on the 1st day of December 1971 and Rs.2,62,320/- (Rupees Two Lakhs Sixty two thousand Three hundred and twenty only) on the 25th day of April 1972;

AND WHEREAS the Purchasers have now requested the Vendor to execute this Indenture of Conveyance in favour of the Purchasers which the Vendor has agreed to do in the manner hereinafter appearing;

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs.20,000/- (Rupees Twenty thousand only) paid by the Purchasers on or about the 1st day of December 1971 and Rs.2,62,320/- (Rupees Two Lakhs Sixty-two thousand

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hundred and Twenty only) paid by the Purchasers about the 25th April 1972, Rs.1,85,325/- (Rupees Lakh Eighty-five Thousand Three Hundred Twenty- only) paid by the Purchasers on the execution of presents and a sum of Rs.7,50,000/- (Rupees Seven and Fifty thousand only) to be paid by the -- chasers by five equal instalments of Rs.1,50,000/- (Rupees One Lakh and Fifty thousand only) the first of instalments to be paid one year after the date of execution of these presents and the subsequent instalments on the completion of each and every succeeding year thereafter making together the said total sum of Rs.2,17,645/- (Rupees Twelve Lakhs Seventeen Thousand Hundred Forty Five only) being the full purchase price payable by the Purchasers as aforesaid (the receipt and receipt whereof the said sum of Rs.20,000/- (Rupees Twenty thousand only) Rs.2,62,320/- (Rupees Lakhs Sixty-two thousand Three hundred and twenty and Rs.1,85,325/-) the Vendor doth hereby admit and acknowledge and -- and from the same and every part thereof doth -- never acquit release and discharge the Purchasers HE the Vendor doth hereby grant, sell, release, convey and assure unto the Purchasers forever ALL THAT the said piece or parcel of Agricultural land or ground with the messuages tenements, Farm House or structure, -- hereditaments and premises more particularly described in the Schedule hereunder written and delineated on the plan thereof hereto annexed and thereon surrounded by a red coloured boundary line (and all which land

hereditaments

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1973

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hereditaments and premises are hereinafter for brevity's sake referred to as the said premises) TOGETHER WITH ALL and SINGULAR Farm house, out-houses, edifices, Farm-houses, courts, yards, areas, compounds, sewers, ditches, fences, trees, drains, ways, paths, passages, commons, gullies, wells, waters, water-courses, plants, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the said premises or any part thereof belonging or in any-wise appertaining to or with the same or any part -- thereof now or at any time theretofore usually held, used, occupied or enjoyed therewith or reputed or -- known as part or member thereof to belong or be appurtenant thereto AND also together with all the deeds, documents, writings, vouchers and other evidence of title, relating to the said premises or any part thereof AND ALL the estate, right, title interest, use, inheritance, property, possession, benefit, claim and whatsoever at law and in equity of the Vendor in to out of or upon the said premises or any part thereof TO HAVE AND TO HOLD all and singular the said premises hereby granted, released, conveyed and assured or intended or expressed so to be with their and every of their rights, members and appurtenances unto and to the use and benefit of the said Purchasers forever SUBJECT to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the Government of Maharashtra or to the local bodies or any other public body or authority in

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in respect thereof AND the Vendor doth hereby for himself, his heirs, executors and administrators covenant with the Purchasers that notwithstanding any act, deed, matter or thing whatsoever by Vendor or by any person or persons lawfully or equitably claiming by, from, through under or in trust for him made, done, committed, omitted or knowingly or willingly suffered to the contrary HE the Vendor now hath in himself good right, full power and absolute authority to grant, release, convey and assure the said premises hereby granted, released, assured or intended so to be unto and to the use of the Purchasers in manner aforesaid AND THAT it shall be lawful for the Purchasers from time to time and at all times hereafter peaceably and quietly to hold enter upon, have, occupy, possess and enjoy the said premises hereby granted with their appurtenances and receive the rents, issued and profits thereof and of every part thereof to and for their own use and benefit without any suit, lawful --
eviction, interruption, claim and demand whatsoever from or by the Vendor or any of them from or any person or persons lawfully or equitably claiming or to claim by, from under or in trust for him or any of them AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendor well and sufficiently saved, defended, kept harmless and indemnified of, from, against all former and other estates, titles, charges and encumbrances whatsoever either already or to be hereafter had made executed occasioned or suffered by the Vendor

or

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12-2-73
1973

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or by any other person or persons lawfully or equitably claiming or to claim, by, from, under or in trust for him AND FURTHER that the Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said premises hereby granted, released, conveyed, assured or intended so to be or any part thereof by from under or in trust for him the Vendor or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in the law whatsoever for the better, further and more perfectly and absolutely granting, releasing, conveying and assuring the said premises and every part thereof granted, released, conveyed and assured unto and to the use of the Purchasers in manner aforesaid as shall or may be reasonably required by the Purchasers their heirs, executors, administrators or assigns or his or their counsel in law. AND THIS INDENTURE FURTHER WITNESSETH that the Vendor hereby agrees and covenants with the Purchasers not to claim any charge in respect of the purchase price remaining unpaid and payable to the Vendor, as stated hereinabove. The Vendor further agrees and declares that he HEREBY EXPRESSLY WAIVES and abandons the statutory charge in his favour on the said premises in respect of the said unpaid purchase price AND THIS INDENTURE FURTHER WITNESSETH that the

Vendor

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Vendor agrees to the Purchasers creating a mortgage or charge in respect of the said premises or any part thereof in favour of any person or persons on such terms and conditions as the Purchaser may think fit and proper.

The Purchasers and the Vendor have obtained permission to purchase and sell the land from Deputy Collector, Thana Division, Thana under No. TNC/SR-88/72 dated 1.8.1972 and TNC/SR-107/72 dated 27.9.1972.

IN WITNESS WHEREOF the Vendor and the duly Constituted Attorney of the Purchasers have set and subscribed their hands and seals the day and year first hereinabove mentioned.

THE SCHEDULE ABOVE REFERRED TO:

ALL THOSE pieces or parcels of Agricultural lands, hereditaments and premises together with Farm-House and structures standing thereon situate lying and being at Village Kausa, District Thana in Registration District Thana, Sub-District Thana and in Group -- Grampanchayat Davle, Panchayat Samiti Thana, Zilla Parishad Thana bearing the following Survey numbers, Hissa numbers and the approximate area mentioned against each of the Survey numbers:-

Survey No.....

T H N
129-9/12
1973

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Survey No.	Hissa No.	Acres	Gunthas
87 (P)	-	1	12
98	-	3	32
99	1	11	32
99	2	0	23
99	3	3	23
100	0	0	15.29 sq.yds.
101	5 (part) 2		11.111½ sq.yds.

23			29.19½ sq.yds.

equivalent to 1,14848½ Square Yards i.e. 96,028.27 Square Metres.

ALL THOSE pieces of parcels of Agricultural lands hereditaments and premises together with the Farm Houses and structures standing thereon situate lying and being at Village Shool, District Thana in Registration District Thana, Sub-District Thana and in Group Grampanchayat Devale, Panchayat Samiti Thana, Zilla Parishad Thana bearing the following Survey numbers, Hissa Numbers and the approximate area mentioned against each of the Survey Numbers:-

Survey No.	Hissa No.	Acres	Gunthas
138	1	6	2
139	24 24	0	16
139	28	1	39½

8			17½

equivalent to 40,837½ Square Yards i.e. 34145.46 square Metres.

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The total area of the properties is Acres 32 - Gunthas 6 and square yards 80 equivalent to 1,55,686 Square Yards i.e. 1,30,174.75 Square Metres (made up of Acres 23-Gunthas 29 and square yards 19½ equivalent to 1,14,848½ Square Yards i.e. 96,026.27 Square Metres of village Kausa and Acres 8 - Gunthas 17½ equivalent to 40837½ Square Yards i.e. 34,145.46 Square Metres of Village Sheel). The aforesaid properties are bounded as follows: On or towards the EAST - Bombay Poona Road, On or towards the WEST - by Government lands, On or towards the NORTH - by Mouje Kausa S. No. 99 Hissa No.4 and 3 (part) S. No. 103, Hissa No.4, 6 and Hissa No.5 (part) and On or towards the SOUTH by a Mouje Sheel S.No. 138, Hissa No. 2, 3, 4 and 5 and S.No. 139-Hissa No.1.

SIGNED SEALED AND DELIVERED)

by the withinnamed VENDOR)

EDDIE MARTIN ALVARES in the)

presence of)

- 1) *[Signature]*
- 2) *[Signature]*

SIGNED SEALED AND DELIVERED)

duly Constituted Attorney of)

the withinnamed Purchasers)

BHARAT GEARS LIMITED)

- 1) *[Signature]*
- 2) *[Signature]*

[Signature]

[Signature]

as Constituted Attorney
of Bharat Gears Ltd.

RECEIVED

WITNESSES:

I SAY RECEIVED:

b) $\frac{1}{2}$ ratio

I will always

2) J. J. Lehta

By cheque no. C 3376876
dated 28.9.1972.

Serial No. 592/129/1973

Presented at the office of
the Sub-Registrar, Thana,
between the hours of 11 AM
and 12 PM on the 13-10-1972

Received fees for:-

Registration Rs. 6/15-00

Photo 12 pages Rs. 12-00

Postage Rs. 2-55

Total Rs. 6/29-55

x *Mulluvaru*

[Signature]
Sub-Registrar, Thana.

[Signature]
Sub-Registrar, Thana.

Shri. Krishnanandadaji
Naik, Advocate,
— Thana.

Shri. Eddie Martin Alvares

Shri. Narasimha Govind
— Kaurat
as Constituted Attorney
of Bharat Gears Ltd.
— a company at 17 Parkia-
ment Street, New Delhi.

and knows to the Sub-Registrar,
states that he personally knows
the above executors and identifies
them.

x *[Signature]*
— Advocate, Thana.

Executing party
No. Agriculturist No. 2 Engineer
No. 101/13 Ann Niketan, Churni Thana.
No. 2 of 7 Major Pankaj BHKR, Churni
executes execution of the so/Bombay-71
called Conveyance deed.

Date: 13-10-1972

[Signature]
Sub-Registrar, Thana.
REGISTRATION No. 129....
of Book No. 1.....

[Signature]
Sub-Registrar, Thana
Dated 12-3-1973

1) *Mulluvaru*

2)

