

STAMP SUPERINTENDENT,
CALCUTTA COLLECTORATE

Admission: ...
... 18...
of the ... daily
... ..
... ..
23 + 24

10-1-74
 QUANTITY 23+24 \$ 522/-
 1 & No. 24
 Price paid per 24
 Price / 10 fings 24
 Subd. can dy 24
 522/- in cash
 Received
 16.2.74

Sale 2213
 230 84
 100 18
 130000/-
 FA 522/-
 N 21/-
 526/-

THIS INDENTURE made this Sixteenth day of March One thousand nine hundred and fifty-six BETWEEN SATYA NARAIN PRASAD son of Gokordhan Ram deceased RAMESWAR PRASAD and PARAMESWAR PRASAD both sons of the said Satya Narain Prasad and NARSING PRASAD son of the said Satya Narain Prasad a minor represented by his father and natural guardian the said Satya Narain Prasad AND SHEN PRASAD JAISWAL son of Ram Tarak Ram deceased all Hindu Merchants of No. 8, Cornwallis Street in Calcutta hereinafter referred to as the "Vendors" (which term unless excluded by or repugnant to the context shall include their respective heirs legal representatives and assigns) of the One Part A N D THE SUN ROLLING MILLS LIMITED a Company incorporated under the Indian Companies Act VII of 1913 and having its registered office at No. 8 Cornwallis Street, Calcutta aforesaid, hereinafter referred to as the "Purchaser Company" (which term unless excluded by or repugnant to the context shall include its successors and assigns) of the Other Part WHEREAS the Vendors have for some time past been carrying on joint family business as iron and steel merchants under the name and styl of "Sun Rolling Mills" at 8 Station Road, Lilcoah in the District of Howrah and in connection with the said business are seized and possessed of inter alia the several premises hereinafter described and intended to be hereby conveyed and transferred AND WHEREAS by an Agreement dated the 14th August 1954, made between the Vendors of the one part and the Purchaser Company of the other part the Vendors agreed to sell to the Purchaser Company :-

(a) The Goodwill of the business carried on by the Vendors under the name and style of "The Sun Rolling Mills" at No. 8, Station Road at Lilcoah with the exclusive right to use the name "The Sun Rolling Mills" as part of the name of Purchaser Company;

(b) All the Plant machinery utensils tools, implements, furniture,
stock-in-trade, Telephone connection, Patents, Licenses, Government
monthly quotas and allotments of raw materials and coal for running
the Mill, Lorries, Carts, Motor Cars to which the Vendors are

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entitled in connection with the said business specified in the Schedule "A" annexed to the said Agreement.

- (c) All the Buildings, Structures, C. I. Sheds, out houses, furnaces and other immoveable properties specified in the Schedule "B" annexed to the said Agreement, and also in the Schedule hereto.
- (d) The full benefit of all pending contracts and engagements to which the Vendors are or may be entitled in connection with the said business.

AND WHEREAS by the said Agreement it was further agreed that the consideration for the said sale shall be the sum of Rs. 2,72,000/- to be paid and satisfied by the issue and allotment of 272 fully paid up ordinary shares of Rs. 1000/- each in the Capital of the Company to the said Vendors or their nominees

AND WHEREAS by the said Agreement it was further agreed that the moveable properties agreed to be sold by the said agreement was to be valued at Rs. 1,42,000/- and the rest of the properties thereby agreed to be sold including the goodwill and intended to be hereby transferred was to be valued at Rs. 1,30,000/- AND WHEREAS possession of the said immoveable properties agreed to be sold by the said Agreement dated the 14th August 1954, excluding the goodwill, and intended to be hereby granted and transferred had already been made over to the Purchaser by the Vendor on the 16th day of August 1954 and the Purchaser is in possession thereof AND WHEREAS the consideration for the sale of the properties agreed to be sold by the said agreement dated 14th August 1954 has already been paid and satisfied in the manner therein provided

AND WHEREAS the Purchaser has now called upon the Vendors to execute the necessary conveyance in its favour in respect of the several premises hereby conveyed and transferred NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of Rs. 1,30,000/- already paid and satisfied by the Purchaser to the Vendors by allotment of 130 fully paid up Ordinary Shares of Rs. 1000/- each in the Purchaser Company in the manner provided in the said Agreement (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 and release the Purchaser Company) the Vendors.

and

do and each of them doth hereby grant sell convey transfer assign and assure unto the Purchaser Company with effect from the 16th day of August, 1954;

- (1) The goodwill of the said business with the exclusive right to use the name of "The Sun Rolling Mills" as part of the name of the Purchaser Company;
- (2) All the buildings, structures, C. I. Sheds, out-houses furnances and other immoveable properties specified in the Schedule hereunder written;
- (3) The full benefit of all pending contracts and engagement including the Government monthly quotas and allotments of raw materials and coal -- obtained from the Government to which the Vendors are or may be entitled in connection with the said business. X

ALL of which properties are hereinafter referred to as "the said properties" AND all the estate right title, interest claim and demand whatsoever of the Vendors of in and to the said properties hereby assured and transferred or expressed or intended so to be TO HAVE AND TO HOLD the said properties unto and to the use of the Purchaser Company absolutely and for ever with effect from 16th August 1954 free from encumbrances but subject as to the Mokrari Mourashi land described in the Schedule hereunder written to the payment of rents to the Superior Landlords mentioned in the Schedule hereunder written AND the Vendors do hereby covenant with the Purchaser Company that notwithstanding any act deed matter or thing by the said Vendors done executed or knowingly suffered to the contrary the said Mokrari Mourashi interest --- in the said immoveable properties subsists AND that the rents payable on -- the Vendors' part have been duly paid observed and performed up to the date of delivery of possession of the said immoveable properties to the Purchaser Company as aforesaid AND THAT notwithstanding any act deed or thing by the Vendors done or executed to the contrary the said Vendors now have good -- right to transfer and assign the said properties hereinbefore mentioned hereby transferred and assigned or expressed so to be unto and to the use -- of the Purchaser Company in manner aforesaid AND THAT the said purchaser -- Company shall and may at all times hereafter peaceably and quietly possess and enjoy the said properties and receive the rents and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the said Vendors or any person or persons lawfully or equitably claiming -- from under or in trust for them AND THAT free from all encumbrances whatsoever made or suffered by the said Vendors or any of them or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER that the said Vendors and all persons having or lawfully or equitably claiming any estate or interest in the said properties or any of them or any part thereof

from

from under or in trust for the said Vendors shall and will from time to time and at all times hereafter at the request and cost of the -- Purchaser Company do and execute or cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said properties and every part thereof unto and to the use of the said Purchaser Company in manner aforesaid as shall or may be reasonably required **AND** the Purchaser Company doth hereby covenant with the Vendors that the said purchaser Company will at all times -- hereafter pay the rents and will at all times hereafter keep indemnified the said Vendors from and against the payment of the said rents and all actions claims and demands whatsoever for or on account of the same or in anywise relating thereto **AND** the Vendors hereby covenant with the Purchaser Company that the Vendors will pay all liabilities of the said joint family business prior to 16th August 1954 and keep the purchaser Company indemnified against the same.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT Mokrari Mourashi land containing 4 Bighas 12 Cottahs together with the mills, factory buildings, ^{C.I. Sheds, out-houses, furnaces} and structures standing thereon and known as "Sun Rolling Mills" situate in Thana Bally Holding No. 23 -- (Formerly No. 8/1) Daffars Road of Bally Municipality Sub-Registry -- Howrah and butted and bounded as follows that is to say on the North by Railway Approach Road on the South by Stark Road on the East by land of Metal Manufacturing Co., and on the West by Daffars Road. The said property is described in the Survey and Settlement Records as follows

J. L. No.	Touzi No.	Dag No.	Area Acre. Dec.	Superior Landlord.	Rent annul
12	820	566	.256	Kissengopal Daga & Ors Daccapaty, Calcutta	2- 8-
17		567	.749	Prakash Ch. Banerjee Salkia Road, Howrah.	12- 0-
17		-do-	.187	Sarat Kumar Roy & Ors -/8/- share.	1- 0-
				Sanat K. Mukherjee -/8/- share.	1- 0-
17		568	.146	Messrs. Land Corpn. of Bengal Ltd. 24 Middle Road, Calcutta.	1- 5-
17		569	.164	Satish Ch. Bhattacharjee Dharamtolla Road, Howrah.	2-10-
Total area 1.502				Howrah Collector on behalf of aforesaid Landlords.	Total Rs. 20- 7-

the Vendors and the Company have herunto set a

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subscribed their respective hands and the Common Seal have hereunto affixed
on the day, month and year first above written.

SIGNED SEALED AND DELIVERED by :
SATYA NARAIN PROSAD at Calcutta :
in the presence of :- :

Satyanarayan Prosad

K. C. Bose
Secretary, Calcutta.
M. N. Singha
B. Carnavallu Secy. Cal.

SIGNED SEALED AND DELIVERED by :
RAMESWAR PROSAD at Calcutta in :
the presence of :- :

Rameshwar Prosad

K. C. Bose
Secretary Calcutta
M. N. Singha

SIGNED SEALED AND DELIVERED by :
PARAMESWAR PROSAD at Calcutta :
in the presence of :- :

Parameswar Prosad

K. C. Bose
Secretary, Calcutta
M. N. Singha

16.3.27
SIGNED SEALED AND DELIVERED by :
NARSING PRASAD at Calcutta in :
the presence of :- :

Narsing Prosad
by Satyanarayan Prosad Guardian

K. C. Bose
Secretary, Calcutta
M. N. Singha

SIGNED SEALED AND DELIVERED by :
SHEW PROSAD JAISWAL at Calcutta :
in the presence of :- :

Shew Prosad Jaiswal

K. C. Bose
Secretary, Calcutta
M. N. Singha

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THE COMMON SEAL OF THE SUN ROLLING MILLS
LTD. hath hereunto been affixed pursuant
to the Resolution dated 27th October 1955
of the Board of Directors in the
presence of Mr. Rameswar Prasad
Director of the said Mr. Rameswar
Prasad has signed as follows.
R. Tarruck & Co, Managing
Agents have countersigned these
present at Calcutta in the
presence of:

K. C. Bose

Secretary, Calcutta.

M. N. Sinha.

8, Cornwallis St. Cal.

Rameswar Prasad.
Director.

K. Tarruck & Co.
Managing Agents
by Satyanarayan Prasad.
Partner

Sub.
S. Tarruck & Co.
Managing Agents
R. T.

16.11.55

16th -
Enoch Sta

Satya Narayan Prasad
one of the

Satya Narayan Prasad
Sah. Registrar
Howrah
16.3.50

Satyanarayan Prasad

1721

Satyanarayan Prasad

1722

Kameshwar Prasad.

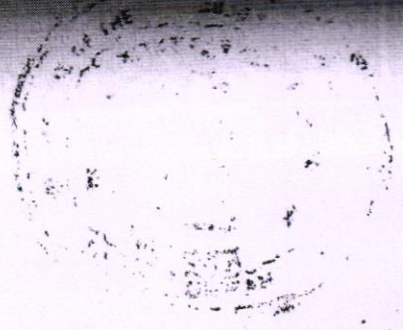
1723

Kameshwar Prasad.

Shew Prasad Tinswal.

1724

Shola Kalia



1) Satya Narayan Prasad
Lal. Gobar Lal Prasad
Jameswar Prasad
Prasanna Prasad

Ex. is as under

1) Satya Narayan Prasad
Lal. Gobar Lal Prasad
Jameswar Prasad
Prasanna Prasad
Shew Prasad
8. Cornwallis street Calcutta
Prasad

Shola Kalia

Shola Kalia
Shola Kalia
Shola Kalia
Shola Kalia

Shola Kalia

BETWEEN

SATYA NARAYAN PROSAD & ORS.

TO

THE SUN ROLLING MILLS LTD.

CONVEYANCE

17/11/55

MEMORANDUM & RISMAS
10 Old Post Office Street,
Calcutta.

N-1/-

240 247
1500
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16.2.56

21.3.56