

Scottish Melian Machine Tools Ltd.

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Deed of Assignment.



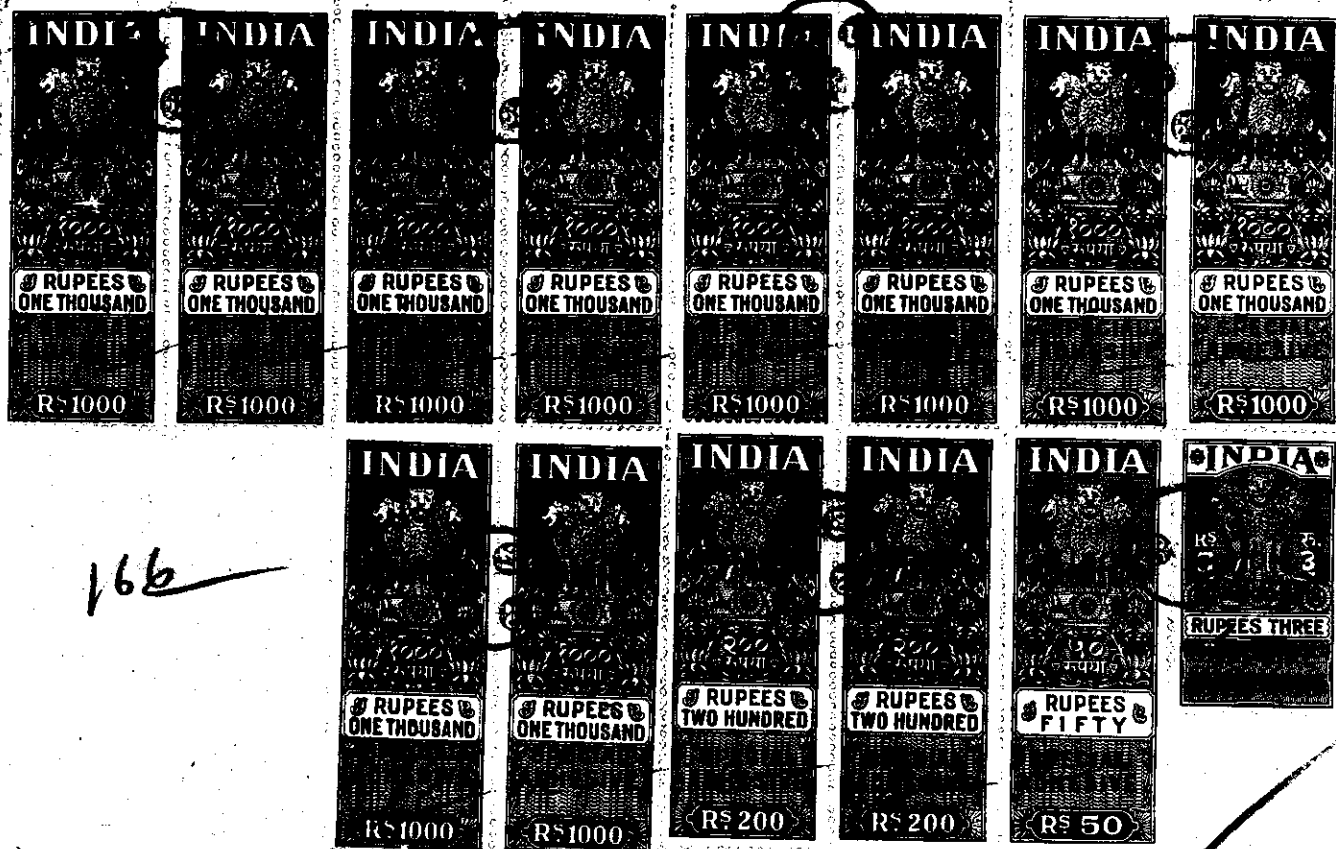
1-11-65

Volker Ltd



Scottish

S No. 74 pt.



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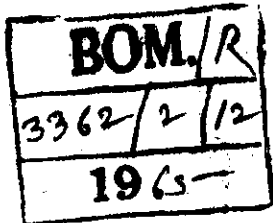
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For Asst. Superintendent of Stamps.
Bombay

4-13

THIS INDENTURE made at Bombay this First day of November in the Christian Year One thousand nine hundred and sixtyfive BETWEEN VOLTAS LIMITED a Company incorporated in India and registered under the Indian Companies Act, 1913 and having its Registered Office at 19 Graham Road, Ballard Estate, Bombay 1 (hereinafter called "the Vendor", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the One Part AND SCOTTISH INDIAN MACHINE TOOLS LIMITED, a Company incorporated in India and registered under the Companies Act, 1956 and having its Registered Office at 2nd Pokhran Road, Thana, Maharashtra (hereinafter called "the Purchaser", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the Other Part:

WHEREAS the Vendor is absolutely seised and possessed of, or otherwise well and sufficiently entitled to, the piece



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or parcel of vacant land or ground situate off Pokhran Road in the village of Panchpakhadi and more particularly described in the First Schedule hereunder written

AND WHEREAS the Vendor had agreed with the Purchaser for the absolute sale by the Vendor to the Purchaser of the said land in possession free from all incumbrances at or for the price to be calculated at the rate of Rupees Five and paise eleven (Rs.5.11) only per square yard of the area thereof

AND WHEREAS upon a joint survey held by the respective Architects of the Vendor and the Purchaser, the total area of the said land was ascertained to be Twenty thousand and ^{one} ~~four~~ ^{and ninety nine (20,199)} hundred ~~(20,400)~~ square yards and the total price thereof calculated at the rate aforesaid amounts to Rupees One lakh ^{Three} ~~four~~ thousand two hundred and ^{Seventeen} ~~fortyfour~~ (Rs. 1,03,217/-) (Rs. 1,04,244/-)

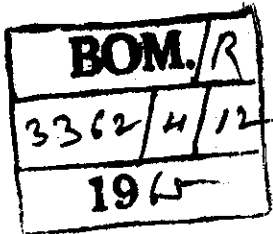
NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees One lakh ^{Three} ~~four~~ thousand two hundred and ^{Seventeen} ~~fortyfour~~ only (Rs. 1,03,217/-) (Rs. 1,04,244/-) paid by the Purchaser to the Vendor on or before the execution of these presents (the payment and receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth forever acquit release and discharge the Purchaser) the Vendor doth hereby grant, sell, assign, release, convey, transfer and assure unto the Purchaser forever ALL THAT the said piece or parcel of vacant land or ground situate off Pokhran Road in the Village of Panchpakhadi, Taluka Thana, District Thana, in the State of Maharashtra and more particularly described in the First Schedule hereunder written and delineated on the Plan thereof hereto annexed and thereon surrounded by red coloured boundary lines TOGETHER WITH all and singular the ditches, fences,

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trees, ways, paths, passages, water-courses, plants, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the said land or any part thereof belonging or in any wise appertaining or with the same or any part thereof now or at any time heretofore or usually held, used, occupied or enjoyed or reputed or known as part or members thereof and to belong or to be appurtenant thereto free from all incumbrances including Tenancy and Tenancy rights, if any, AND ALL THE ESTATE RIGHT, title, interest, use, inheritance, property, possession, benefit, claim and demand 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 premises hereby granted, released, conveyed and assured and intended or expressed so to be with their and every of their rights, members and appurtenances (all which premises are hereafter for brevity's sake referred to as "the said premises") unto and to the use and benefit of the Purchaser forever SUBJECT to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable upon the same or hereinafter to become payable to Government or to the Municipality or any other public body in respect thereof

AND the Vendor doth hereby covenant with the Purchaser THAT, notwithstanding any act, deed or thing whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for the Vendor, made, done, committed or knowingly or willingly suffered to the contrary, the Vendor now hath in itself good right, full power and absolute authority to grant, release, convey, transfer and assure the said premises hereby granted released conveyed and transferred and assured or intended so to be unto and to the use of the Purchaser in manner aforesaid



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AND THAT it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold, enter upon, occupy, possess and enjoy the said premises hereby granted with their appurtenances and receive the rents, issue and profit thereof and of every part thereof to and for its own use and benefit without any suit, lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or from or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for the Vendor or any such other person or persons aforesaid

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 and against, all former and other estates, title, charges and incumbrances whatsoever either already or to be hereafter made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for Vendor the/or any such other person or persons aforesaid

AND FURTHER THAT it, the Vendor, and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in or to the said premises hereby granted or any part thereof by, from, under or in trust for the Vendor or any other persons aforesaid 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 further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in law whatsoever for the better, further and more perfectly and absolutely granting unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser,

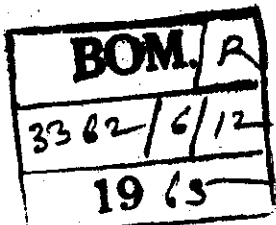


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or their counsel in law and assuring the said premises and every part thereof hereby granted unto, and to the use of, the Purchaser in the manner aforesaid

AND the Vendor doth hereby further covenant with the Purchaser THAT the Vendor will at all times hereafter, unless prevented by fire or other inevitable accident, upon every reasonable request and at the cost of the Purchaser or any person or persons having or lawfully or equitably claiming through the Purchaser any estate, right, title or interest in or to the said premises or any part thereof produce or cause to be produced to them or their solicitor or agent or such other person or persons as they shall direct or in the course of any judicial or other proceedings or otherwise as occasion shall require the deed and writing specified in the Second Schedule hereto (which relate as well to the said premises as to other land and premises belonging to the Vendor and the possession of which is retained by the Vendor) for the proof, manifestation, defence and support of the estate, title and possession of the Purchaser or any such other person or persons as aforesaid to the said premises or any part thereof and will permit the same to be examined inspected or given in evidence AND will also, at the like request and cost of the Purchaser or any such other person or persons as aforesaid, make and furnish or cause to be made and furnished to them such true attested or other copies or abstracts of or extracts from the same deed and writing as they may require AND will keep the same deed and writing safe, whole, unobliterated, uncanceled, undefaced and uninjured, fire or other inevitable accident only excepted PROVIDED ALWAYS and it is hereby declared that, in case the said deed and writing hereinabove covenanted to be produced or any of them shall at any time hereafter be delivered by the



holder or holders thereof to any other person or persons lawfully entitled to the custody thereof and such person or persons enter into with the person or persons for the time being entitled to the benefit of the covenant for production hereinbefore contained and without expense to them, a covenant for the production and furnishing copies and safe custody of the deed and writing which shall have been so delivered up similar to the covenant hereinbefore contained then and in such case the said last mentioned covenant shall thenceforth be null and void so far as regards the deed and writing to which the said substituted covenant shall relate

AND WHEREAS the Vendor has at its own cost built a private road through Survey Nos. 511, 55, 70, 72 & 73 connecting Pokhran Road to the South of its lands (hereinafter called "the private road") and has built a bridge over the Nalla, over which the said private road runs, and the parties hereto have agreed that the Vendor shall, from time to time, at its sole discretion, carry out all such general maintenance of, and repairs to, the said private road and bridge as it may deem necessary or desirable to keep the private road and bridge in a proper condition and satisfactory state of repair, which private road is shown on the said plan hereto annexed and thereon coloured burnt sienna, and has diverted the Nalla running through its lands for maximum utilisation of the land

AND WHEREAS at the request of the Purchaser the Vendor has agreed to grant unto it, the Purchaser, a right of way over the private road as there is no direct access from any public road to the land hereby granted, sold, assigned, released, conveyed, transferred and assured by the Vendor unto the Purchaser on the Purchaser agreeing to pay unto the Vendor one-third of the cost of building the private road including



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- (1) at all times hereafter at its or their will and pleasure, by day or by night and for all purposes, with or without animals, carts, carriages or wagons, traction, engines, motor cars or any vehicles laden or unladen (but not exceeding in gross laden weight the maximum gross laden weight prescribed by the Vendor for vehicles using the bridge over the Nalla), to go, pass or repass and to drive cattle sheep and other animals, in, along, over and upon the private road shown on the said Plan hereto annexed and being thereon coloured burnt sienna for the purpose of

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ingress to and egress from the public road known as Pokhran Road from and to the said premises, and

(11) with the prior written approval of the Vendor, which shall not be unreasonably withheld, to pass drain-water and other pipes electric telephone gas and other cables or other materials as may be deemed necessary for the purpose of the said premises and/or the full enjoyment thereof and/or the buildings or erections that are or may hereafter be erected thereon in, under or through the private road for all purposes connected with the enjoyment of the said premises to break open such portion or portions thereof as may be necessary PROVIDED THAT when any portion or portions of the private road is or are so broken open by or at the instance of the Purchaser, the Purchaser shall be bound at its cost, charges and expenses to restore such broken area to the same condition and to the same level as the same was prior thereto

Provided that the Purchaser shall from time to time, subject as hereinafter provided, be liable for the payment of the cost of the general maintenance and repairs of the private road including the bridge, in equal share with other persons authorised by the Vendor to use the same AND the Vendor doth hereby covenant with the Purchaser that, so long as the Purchaser shall be entitled hereunder to use the private road, the Vendor shall, from time to time and at its sole discretion, carry out all such general maintenance of, and repairs to, the private road and bridge as it may deem necessary or desirable to keep the private road and bridge aforesaid in a proper condition and satisfactory state of repair AND the Purchaser doth hereby covenant with the Vendor that the Purchaser will at all times hereafter bear and pay unto the Vendor, within thirty days after the receipt of the bill or intimation in that behalf from the Vendor, the cost of the

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general maintenance and repairs of the private road including the bridge in equal share with the Vendor and other persons authorised by the Vendor to use the same

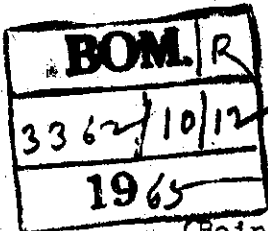
PROVIDED, however, that, notwithstanding anything herein contained, it is hereby agreed and declared that, on the Purchaser either being provided by the Vendor on such terms and conditions as may be mutually agreed upon or otherwise acquiring howsoever, an adequate alternative access to and from the land hereinbefore granted and conveyed, from and to the Pokhran Road or any other public road, the right of way and other rights and liberties hereby granted to the Purchaser as aforesaid over the private road shall cease and determine.

IN WITNESS whereof the Vendor and Purchaser have caused their respective Common Seals to be affixed hereunto the day, month and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the property conveyed to the Purchaser)

ALL THAT piece or parcel of vacant, non-agricultural land or ground situate lying and being in the Village of Panchpakhadi in Taluka District Registration District as Sub-District of Thana, being part of Survey No. 74 and admeasuring ^{20,199} ~~20,400~~ square yards or thereabouts and bounded as follows, that is to say, on or towards the NORTH by the Nulla and part of Survey No. 72 Hissa 8 and Hissa 9, on or towards the SOUTH by Survey No. 77 and part of Survey No. 74, on or towards the EAST by Survey No. 73 and part of Survey No. 74 and the Nulla, on or towards the WEST by Survey No. 75 and Survey No. 76 and delineated on a Plan thereof hereto annexed and thereon surrounded by red-coloured boundary lines.



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THE SECOND SCHEDULE ABOVE REFERRED TO

(Being the description of the document retained and covenanted to be produced by the Vendor)

Conveyance dated 4th May, 1964 by Smt. Gopikabai Jagannath Satghare and others to Voltas Limited.

THE COMMON SEAL of the withinnamed Vendor Voltas Limited was hereunto affixed in the presence of Mr. R. F. S. Talyarkhan and Mr. A. B. Parake, two of the Directors of the Company who, in token thereof, have hereunto affixed their signatures in the presence of K. R. [illegible]



THE COMMON SEAL of the withinnamed Purchaser, Scottish Indian Tools Limited, was hereunto affixed in the presence of Mr. M. G. A. Aitken and Mr. R. J. Deans, two of the Directors of the Company who, in token thereof, have hereunto affixed their signatures in the presence of



Anant R. Jani
Solicitor High Court,
Bombay.

RECEIVED the day and year first hereinabove written of and from the Purchaser the sum of Rupees One lakh, four thousand, two hundred and forty-four (Rs. 1,04,244/-) being the full amount of consideration money above-mentioned to be by them paid to us

1,03,217
Rs. 1,04,244/-

Witnesses:

We say received

R. F. S. Talyarkhan
[illegible]

[illegible]
[illegible]

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Serial No. 3362
Presented at the office of the
Sub-Registrar of Bombay
between the hours of 12 PM
and 1 PM on the 2nd Nov
1965

Received fees for:
Registration Rs. 381-50
Photographing

(Pages (a) 13)
(b) 13-0

Extra under S. 30 " 15-0
Copy S. 6 " 6-0
Memo " 1-0
Postage " 1-50

Total Rs. 418-50

Sub-Registrar

K. Luggan
Secretary, Scottish Indian
Machine Tools Ltd.
Sub-Registrar of Bombay
exercising all the powers of
a Registrar except that of
hearing appeals.

- (1) Mr. Maurice George Reid
Aitken, 67, Solicitor, 2nd
Lanes, Cuffey, Parade, Colaba
Mumbai
- (2) Mr. Robert Johnstone Deans,
Sr. British Engineer
D. Pedersen, 10/28
Mr. K. R. V. Subramanian
110 K. V. Ramasathan,
32 - 2 dia. Service
Villa Teradine 13th

Chennai 10/21
executing power and
execution of the so called
warrant dated nos 102 &
Directors of the Bangalore
Scottish Indian Machine

Tools Ltd. identifying in fact
1) Mr. C. M.
2) J. P. Ram
3) K. Luggan

K. R. V. Sahasrabudhan

2299

VOLTAS LIMITED

TO

SCOTTISH INDIAN MACHINE TOOLS LTD.

SCOTTISH INDIAN MACHINE TOOLS LTD.

CONVEYANCE

Rs. 103,214

7 R. 281.50

~~13~~ 13 13.02

Expenditure 12-00

New York City 6-30

Memorandum 1-00

1-20

418-50

Crawford Bayley & Co.
Solicitors

2 copies of 13 Jan
supplied.

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Sh. A. R. Jami Solicitor
Gandhi Nagar Bandra.

and known to the Sub-Registrar states that he knows the above executant and identifies him.

Date 2-11-1965 *Anant Rajani?*
[Signature]
Sub-Registrar

Kuljas Rai Vohra No. 20, The Fort Mangyandao Road.
(Constituted Attorney of Vottas Ltd.

executing party, by
Special Power of Attorney filed to-day's
General Power of Attorney copy filed at No. 1555/64
of 19-11-35, Lawrence J. Mory Lodge,
B. S. Road, Bandra Bombay. 50.

admits executant by the
above executant. & he identifies the said firm
said company.
[Signature]

Sh. P. R. Chavhan, Clerk to Mr. Vottas Ltd.,
Mumbai. Sunday. 19.

and known to the Sub-Registrar states that he knows the above executant and identifies him.

Date 22 December 1965
[Signature]
Sub-Registrar



Registered No. 3362/65 of Book No. 7
Date 28th November 1966 Registrar, Bombay
exercising all the powers of a Registrar except that of issuing notices