

Stampd Rs. 750/- Only
H. Singh
Supt. of Stamps U. P.

802



THIS DEED OF SALE MADE on the *Fourth day of May 1946*
10 May one thousand nine hundred and forty six

BETWEEN THE Governor of the United Provinces (herein
after called "the Governor") of the one part AND the
✓ Allahabad Milling Company Limited, a company registered
under the Indian Companies Act, 1882, and having its
registered office at Allahabad (hereinafter called
"the Company") of the other part.

WHEREAS by a deed of lease dated the 15th day of
August 1914, registered at No. 1913 in Book No. I and
Volume No. 363 page 188 to 196 in the Sub-Registrar's
Office at Allahabad, on the 7th day of November 1914,
the Secretary of State for India in Council devised the
plot of land measuring 12 acres 1169 square yards
situate at Matuza Bhawapur, Pargana Ghail in the
Municipality of Allahabad to the Company on the terms
and conditions therein appearing:

AND WHEREAS on the expiry of the term of the
aforesaid lease the same was renewed by a fresh deed
of lease dated the eighteenth day of April, one thousand
nine hundred and forty five and registered on
Twenty-fifth day of April, one thousand nine hundred
and forty five at No. 646 in Book No. I and Volume No. 810
pages 121 to 123 in the Sub-Registrar's Office at
Allahabad,

Kesav Prasad

AND WHEREAS by the deed of Agreement dated the

1st day of May 1945, registered at No. 513 in Book No. 3 Volume 810 on pages 199 to 202 on the 15th day of June 1945, in the office of the Sub-Registrar at Allahabad the Governor agreed to sell the aforesaid plot of land to the Company on the terms and conditions therein appearing, and further modified in the supplemental deed of Agreement dated the twentysixth day of December One thousand nine hundred and fortyfive, and registered as No. 565 in Book No. I Volume 820 on pages 227 to 229 on the 9th day of April one thousand nine hundred and fortysix in the office of the Sub-Registrar at Allahabad.

Now THIS DEED WITNESSES and the parties hereto hereby mutually agree as follows:-

(1) In pursuance of the aforesaid agreement and in consideration of the sum of Rupees forty thousand paid by the Company to the Governor (the receipt of which the Governor hereby acknowledges) the Governor hereby transfers to the Company the aforesaid land, fully described in the Schedule hereto and for greater clearness delineated on the plan hereto annexed TO HOLD THE SAME to the Company as absolute owner subject to the payment of such taxes and cesses as may be imposed on the same from time to time.

(2) The aforesaid land shall be held and enjoyed and the rents and profits received therefrom by the Company without any interruption or disturbance by the Governor or any person claiming through or under him;

(3) The Governor will at the cost of the person requiring the same execute and do every such assurance or thing necessary for further or more perfectly assuring the said premises to the Company, its successors and assigns as may be reasonably required;

(4) The aforesaid deed of lease dated the 15th day of April, 1945, shall be treated as cancelled.

PROVIDED ALWAYS and it is hereby agreed that

that the words "the Governor" and "The Company" hereinbefore used shall include their successors and assigns.

IN WITNESS WHEREOF **G.A. Haig** for and on behalf of the Governor and *Kesava Prasad* for and on behalf of the Company have signed this deed on the day and year first above written.

THE SCHEDULE herein referred to..

ALL that plot of land measuring 12 Acres 1169 Square yards situate at Mauza Bhawapur, Pargana Chail in the Municipal of Allahabad, bounded as below and enclosed in red in the plan hereto attached.

Boundaries

- North East Indian Railway line
- South Service Road
- East Lukerganj Road
- West Plot No. 125

(1) *Plot No. 125* I. C. S. *Under Secy. to Govt.*

Witness

(2) *D. D. Singh*
Secy. to Secy.
Civil Supplies.

Signed by

For and on behalf of the Governor

G.A. Haig Secretary

(1) *Kesava Prasad*

Witness

(2) *Madho Prasad*

Signed by for and on behalf of the Allahabad Milling Company Limited.

Kesava Prasad
Resident Director