

3364

DRAFT

THIS MEMORANDUM OF AGREEMENT made this _____ day
of _____ one thousand nine hundred and sixty two
BETWEEN _____
of the one part and the SWATANTRA PARTY represented for the time
being by its Treasurer _____ of the other part

In supersession of the arrangements previously made between
the Rajah of Ramgarh and Mr. M.R. Masani, General Secretary of the
Swatantra Party, and in substitution thereof, it is hereby agreed
between the Rajah of Ramgarh and Messrs. _____
of the first part and the Swatantra Party represented by its Treasurer
Sir Homi Modi of the other part as follows:

- (1) The party of the first part shall, on or before the 15th
of January 1962, hand over and deliver or cause to be handed over or
delivered to the party of the second part or his nominees fifteen
jeeps out of the thirty three jeeps purchased by the party of the
first part out of the monies raised by the party of the first part
from the Central Bank of India Limited, and on such fifteen jeeps
being handed over or delivered, the party of the second part shall
pay to the Central Bank of India Limited on behalf of the party of
the first part a sum of One Hundred and Fifty Thousand Rupees in seven
instalments of Twenty Thousand Rupees each and one instalment of Rupees
Ten Thousand, each instalment to be paid to the Central Bank of India
Limited on behalf of the party of the first part on or before the twentyfifth
of each English calendar month beginning with the twentyfifth of January
1962.

(Contd.)

3.2)

The party of the first part shall by executing necessary documents and by doing all other things necessary vest the title of the fifteen jeeps in the party of the second part, subject, however, to the Agreement between the party of the first part and the Central Bank of India Limited dated _____. The party of the first part further undertakes that he or his nominee shall deliver the fifteen jeeps in proper running order.

4.3)

In the event of the party of the first part failing to hand over or deliver to the party of the second part the fifteen jeeps before the fifteenth of January 1962 as said in para one above, the party of the second part shall not be liable in any manner to pay the instalments to the Central Bank of India Limited on behalf of the party of the first part as hereunder stated or as originally agreed upon.

5.4)

Alternatively and at the option of the party of the first part, he shall be at liberty to pay to the Central Bank of India Limited a sum of One Hundred and Seventy Thousand Rupees and any outstanding interest in the said credit account and other cause charge or expenses, if any, payable in respect of such account, and the party of the second part, provided the fifteen jeeps have been delivered before the fifteenth of January 1962 as hereinbefore mentioned in paragraph 1, shall pay to the Central Bank of India Limited, within one week of notice being given in writing of such payment, a sum of One Lakh Fifty Thousand Rupees or the balance thereof remaining due. The parties agree that on such payment being made to the Bank and the Bank assigning the ownership in the said

(Contd.)

Jeeps, the party of the first part shall execute all necessary documents and take such steps as ~~my~~ maybe necessary to vest the full and complete title in the fifteen jeeps mentioned in paragraph 1 above in the party of the second part.

In respect of the *which have*
2) 51 *each* *referred to in clause A here to*
If any of the thirty three Jeeps, has been handed over to a Parliamentary candidate for the ensuing elections for his use during the election, the party of the first part shall procure *each the* from such candidate *is for taking them from the Raja of Bhangor* a letter that he is holding the said jeep given to him in trust *for* by the party of the second part and *on* his account and at his disposal, and on receipt of such document the said Jeep shall be deemed to have been handed over or delivered to the party of the second part under paragraph 1 here of.

each
6) *the obligations under* It is further agreed that both parties shall do everything to carry out this Agreement, whichever alternative is accepted, and see that the transactions go through without any let or hindrance either by the parties or by their nominees.