



Stamp (Filed by)  
Stamp Superintendent  
CALCUTTA COLLECTORATE.

Admissible under Rule 2:  
duly Stamped under the Bengal  
stamp (Amendment) 1922  
Schedule I. A. No. 2345C  
Fee paid as under-

Ad 402/-  
2/-

Registrar of Assurance  
CALCUTTA 12/7/37

920/-  
over 20/-  
over 4/-  
in 6/-  
402/-  
E 2/-  
7 3/-  
the 2/-  
the 2/-  
N 6/-  
452/-  
2000/-  
Sale  
7 ap-

THIS INDENTURE OF SALE AND TRANSFER made this Thirtieth  
day of July in the year of Christ One thousand nine  
hundred and thirty nine Between THE KALYANPUR LIME WORKS LTD.  
a company incorporated under the Indian Companies Act 1913 on  
the 30th day of June, 1930 having its registered office at  
No.2, Clive Row in the town of Calcutta hereinafter called  
the Vendors (which expression shall unless excluded by or  
repugnant to the context be deemed to include its successors  
and assigns) of the One Part A N D KALYANPUR LIME AND CEMENT  
WORKS LTD., a company incorporated under the Indian Companies  
Act on the 11th day of August 1937 having its registered office  
at No.2, Clive Row in the town of Calcutta hereinafter called  
the purchasers ( which expression shall unless excluded by or  
repugnant to the context be deemed to include its successors  
and assigns) of the Other Part WHEREAS the said Vendors are



Presented for Registration  
at 12/20 PM. on the 13th  
day of July 1935 at the Calcutta  
Registry Office by Mr. Surendra Narayan Banerjee

Registrar of Assurance,  
CALCUTTA.

Surendra Narayan Banerjee 13/7/35

Shri Surendra Narayan Banerjee  
Private Office opposite  
Health Office 2, Chitwan Road,  
Calcutta.  
Surentra Banerjee  
Kishori Mohan Banerjee  
Kishori Mohan Banerjee  
Rupshikha Adhikari  
High Court  
Calcutta

Registrar of Assurance  
13/7/35  
CALCUTTA.



are amongst other things seized and possessed of or otherwise well and sufficiently ~~be~~ entitled to the hereditaments and premises described in the schedule hereto AND WHEREAS one of the objects for which the said Kalyanpur Lime & Cement Works Ltd., was incorporated was to purchase or otherwise acquire as a going concern the business and goodwill of the said Kalyanpur Lime Works Ltd., situate at Kalyanpur, Banjari and Lebura in the district of Shahabad and the goodwill and assets of that business and for that purpose to enter into and carry into effect with or without modification the Agreement referred to in Article 3 of the Articles of Association of the said Kalyanpur Lime & Cement Works Ltd., AND WHEREAS by clause 3 of the Articles of Association of the said Kalyanpur Lime and Cement Works Ltd., it was provided that the purchasers shall forthwith enter into the Agreement mentioned in clause 3 of the Memorandum of Association of the said Kalyanpur Lime and Cement Works Ltd., hereinbefore referred to with such modifications (if any) as the Directors shall approve AND WHEREAS in pursuance thereto an Agreement was entered into by and between the parties hereto on the Twenty Eighth day of November 1938 whereby it has been agreed between

between the parties hereto amongst other things that the vendors shall sell and transfer to the purchasers all the lands hereditaments and premises described in the schedule hereunder written together with all buildings and structures standing thereon and all goods, chattles, moneys, debts, bills, notes, goodwill of the business of the vendors, things in action, contracts, Agreements, securities and other assets whatsoever and wheresoever to the vendors, in consideration of the purchasers paying to the vendors the sum of Rupees Two Lacs ✓ (Rs.2,00,000/-) by allotment to the vendors or their nominees 8000 deferred shares of Rs.25/- each in the capital of the purchasers credited as fully<sup>paid</sup> up and in further consideration of the purchasers undertaking, paying, satisfying, discharging performing and fulfilling all debts, liabilities, contracts, engagements and obligations of the vendors whatsoever and indemnifying the vendors against all actions proceedings claims and demands in respect thereof AND WHEREAS in pursuance of the said Agreement the vendors have made over to the Cement Company all the plants machinery goods chattles book debts and other moveable properties and have also made over possession of all the lands hereditaments and premises described in the schedule hereunder written together with all the buildings



buildings and structures thereon AND WHEREAS besides the properties mentioned in the Schedule hereunder written the Vendor Company had entered into an Agreement with the Secretary of State for India in Council for the granting of a lease of the right to quarry limestone in certain Properties situate in the District of Shahabad, known as the Murli Hill Properties AND WHEREAS dispute is going on between the Vendor Company and One Mr. S. G. Bose and the Liquidators of the Kuchwar Lime & Stone Co., Ltd., in liquidation with regard to the said property by reason whereof the title of the Vendor Company to the same has not been perfected AND WHEREAS it has been agreed by and between the Vendor Company and the Purchasers that the transfer of the said rights in the said property should be deferred until the title thereto is perfected and the necessary permission from the Secretary of State for India for the transfer thereof is obtained AND WHEREAS the purchasers have requested the vendors to execute these presents in pursuance of the said agreement which the vendors have agreed to do NOW THIS INDENTURE FURTHER WITNESSETH that in pursuance to the said agreement and in consideration of the said sum of Rupees Two Lacs (Rs.2,00,000/-) to the said vendors paid by the said purchasers by allotment by the purchasers of 8000 deferred shares of Rs.25/- each in the

the capital of the purchasers credited as fully paid up to the vendors and their nominees and in consideration of the undertaking and indemnity hereinafter contained the vendors do hereby grant sell transfer and assign to and unto the Purchasers Firstly all goods, chattles moneys, credits, debts, bills, notes, goodwill of the business of the vendors with the exclusive right to use the name of Kalyanpur Lime Works Ltd., in any business which the purchasers may decide to carry on hereafter and/or trade mark in connection therewith things in action, contracts, agreements, securities and other assets whatsoever and wheresoever of the vendors and Secondly All and Singular the messuages tenements lands hereditaments and premises particularly described in the schedule hereunder OR HOWSOEVER OTHERWISE the said messuages, tenements, lands hereditaments and premises or any part or portion thereof now are or is at any time heretofore were or was situate butted bounded called known numbered described or distinguished TOGETHER WITH all bungalows, sheds, cooly lines, godowns, kilns, mines, quarries, stratas, seams and beds of limestone, pits, inclines, sidings, tramways, roads, tracks, tubs, trucks, gears, pumps, paths, ways, houses, outhouses, edifices, huts, buildings, quarters, structures, coach-houses, garages, gardens,



gardens, compounds, walls, trees, fences, hedges, ditches and fixtures of every kind yards, tanks, areas, ways, passages, drains, sewers, waters, water-courses AND all rights in or over the Railway sidings AND ALSO all mining <sup>quarrying</sup> mineral and underground rights, in respect of limestone AND all and every manner of former or other rights lights liberties privileges easements profits appendages appurtenances whatsoever to the said messuages tenements lands hereditaments and premises or any of them or any part thereof belonging or in anywise appertaining to or usually held or enjoyed therewith or reputed to belong or be appertenant thereto AND ALL deeds, pattas, muniments, evidence of title, writing and other documents relating to or concerning the same or any part or portion thereof which now are or may hereafter be in the possession custody power or control of the said Company or the ~~bank~~ Liquidator AND ALL THE ESTATE right title interest property claim and demand whatsoever of the said vendors into and upon the said premises and every part thereof TO HAVE AND TO HOLD the said premises and all and singular other the premises hereby transferred and conveyed or expressed or intended so to be unto and to the use of the said purchasers absolutely and for ever AND the said vendors do hereby

garden, compounds, walls, trees, fences, hedges, ditches  
and fixtures of every kind yards, tanks, areas, ways, passages,  
drains, sewers, waters, water-courses AND all rights in or  
over the Railway sidings AND ALSO all mining <sup>quarrying</sup> mineral and  
underground rights, in respect of limestone AND all and every  
manner of former or other rights lights liberties privileges  
easements profits appendages appurtenances whatsoever to the  
said messuages tenements lands hereditaments and premises or  
any of them or any part thereof belonging or in anywise  
appertaining to or usually held or enjoyed therewith or  
reputed to belong or be appertenant thereto AND ALL deeds,  
pattas, muniments, evidence of title, writing and other  
documents relating to or concerning the same or any part or  
portion thereof which now are or may hereafter be in the  
possession custody power or control of the said Company or  
the ~~said~~ Liquidator AND ALL THE ESTATE right title interest  
property claim and demand whatsoever of the said vendors into  
and upon the said premises and every part thereof TO HAVE AND  
TO HOLD the said premises and all and singular other the  
premises hereby transferred and conveyed or expressed or  
intended so to be unto and to the use of the said purchasers  
absolutely and for ever AND the said vendors do hereby



hereby covenant with the purchasers that notwithstanding anything by the said vendors done or knowingly suffered to the contrary the said vendors now have good right and full power to grant transfer assign and assure the said premises unto and to the use of the said purchasers in manner aforesaid AND THAT the purchasers shall at all times hereafter quietly possess and enjoy the said premises and receive the rents issues and profits thereof accruing and becoming payable without any lawful eviction interruption claim or demand whatsoever from or by the said vendors or any person rightfully claiming from under or in trust for the said vendors AND that free from all encumbrances whatsoever made occasioned or suffered by the said vendors or any person rightfully claiming as aforesaid AND FURTHER that the said vendors and all persons rightfully claiming as aforesaid shall and will from time to time and at all times hereafter at the request and cost of the said purchasers do and execute or cause to be done and executed all such acts deeds assurances and things for further and more perfectly assuring the said premises and every part thereof unto and to the use of the purchasers as shall or may be reasonably required AND THIS INDENTURE FURTHER WITNESSETH that in pursuance of the said Agreement and in consideration of the

the premises the purchasers hereby agree and covenant with the vendors that the purchasers shall duly punctually and faithfully pay, satisfy, discharge, perform and fulfil all debts, liabilities, contracts, engagements and applications of the vendors whatsoever in respect of or in connection with the properties hereby sold transferred granted and assigned by the said vendors to the said purchasers and shall always keep the vendors saved harmless and indemnified against all actions proceedings claims and demands in respect thereof.

The Schedule above referred to:

Part I.

Dehri Properties:

1. All that the brick built houses and premises together with the adjoining Istemrari Hekarari Mourasi land known as Directors' bungalows containing an area of land about 4 bighas 11 cottahs 8 dhur situate in Mouza Makrain Touzi No.5576 of Shahabad Thana No.146 Collectory Register No.142 revenue Survey No. 765 Jurisdiction List No.160 Khebat No.10 Plot Nos. 193, 194 and 196 Pargana Sasaram Thana Dehri Sub Registry Sasaram in the district of Shahabad and for which the sum of Rs.114/4/0 is payable as annual rent to the Zemindar Babu Shew Kumar Singh of village Akuri P.O. Akuri District Shahabad and butted and



and bounded as follows that is to say on the North Bhola Keiri Ramgobin Koiri's land (Mohan Bigha Dehri) on the South E.I.Ry. fencing on the West the house and land belonging to late A.K. Chowdhury. The boundary of the approaching road from Makrain Road to E.I.Ry. level crossing is as follows that is to say on the North land belong to late A. K. Chowdhury on the South E.I.Ry. fencing on the East Kalyanpur Lime Works Ltd's Bungalow on the West Local Board Road (Makarain village road from E.I.Ry. level crossing).

2. All that piece or parcel of Istinnari Mokarari Mourasi land known as Dehri kiln land containing an area of land about 3 bighas situate in Mouza Hara Kalan (Rathu bigha or Mathuri) Touzi No.5335 of Shahabad, Thana No.159 Collectory Registry No.105 Revenue Survey No.769 Jurisdiction List No.164, Khabat No.3 Plot Nos.944, 945, 946, 947 and 948 Pargana Sasaram, Thana Dehri Sub Registry Sasaram District Shahabad and for which the sum of Rs.60/- is payable as annual rent to zemindars Mathura Prosad Singh Sew Kumar Singh Jadunath Kumar Singh and others of village Aukori P.O. Aukori District Shahabad and butted and bounded as follows that is to say on the East Local Board Road (Dehri Rathee Bigha Road) on the West D.R.Lt.Ry. land and canal on the North District Board Road (E.I.Ry. siding i.e. Kalyanpur Lime Siding) on the South D.R.Lt. Ry. line and land.

3. All that piece or parcel of Istimrari Mekarari Mourasi land known as Dehri kiln land containing an area of 5 bighas 10 cottahs situate in Mouza Hara Kalan (Rathu Bigha or Mathuri) Touzi No.5335 of Shahabad Thana No.159 Collectory Register No.105 Revenue Survey No.769 Jurisdiction List No.164 Khebat No.3, Plot Nos. 949, 950, 951 and 952 Pargana Sasaram Thana Dehri Sub Registry Sasaram in the district of Shahabad and for which the sum of Rs.122/- is payable as annual rent to the Zemindar Babu Shahadeo Singh of village Bharia, P.O. Dehri District Shahabad and butted and bounded as follows that is to say on the North District Board Road (Towards Station) and Kalyanpur Lime siding on the South D. R. Lt. Ry. on the East Local Board Kucha Road on the West D.R.Lt. Ry. land and canal bank.

4. All that piece or parcel of Istimrari Mekarari Mourasi land known as Dehri kiln land containing an area of land 13½ cottas situate in Mouza Hara Kalan (Rathu Bigha or Mathuri) Touzi No.5335 of Shahabad Thana No.159 Collectory Register No.105, Revenue Survey No.769 jurisdiction List No.164 Khebat No. 3, Plot No. 955 Pargana Sasaram Thana Dehri Sub Registry Sasaram in the district of Shahabad and for which the sum of Rs.13/- is payable as annual rent to Zemindar Babu Sahadeo



Sahadeo Singh of Bharia village P.O. Dehri Dist. Shahabad and butted and bounded as follows that is to say on the North Kalyanpur own land and D.R.Lt.Ry. Co. Ltd's main lines on the South D.R.Lt.Ry. land and lines on the East Local Board Kucha Road on the West Kalyanpur land and D.R.Lt.Ry. land

5. All that piece or parcel of Istimrari Mokrari Mourasi land known as Dehri Staff quarters land containing an area of land about 2 bighas 7 cattahs situate in Mouza Mokrain Touzi No.5576 of Shahabad, Thana No.146 Collectory Register No.142 Revenue Survey No.765 Jurisdiction List No.160 Khebat No.2/2 Plots Nos. 45, 46 and parts of 40 and 44 Pargana Sasaram, Thana Dehri Sub Registry Sasaram in the district of Shahabad and for which the sum of Rs.49/15/0 is payable as annual rent to the Zemindars Babu Mukhdeo Singh, Adesh Kumar Singh and others of village Manickpur P.O., Dehri District Shahabad and butted and bounded as follows that is to say on the North Ramgahan Ahir's land, on the south Zemindar's (Mukdeo Singh and Adesh Kumar Singh) own land and E.I.Ry. fencing and land on the east late Charu Chandra Mukherjee's house and land, on the West Zemindars (Mukdeo Singh and Adesh Kumar Singh) own land.

Part II.

BANJARI PROPERTIES.

1. All that piece or parcel of Istimrari Makarari Mourasi land containing by measurement an area of land about 38 Bighas 18½ cottahs 8 Dhur situate in Mouza Banjari Touzi No.4851, Thana No.609, Collectory Register No.828, Revenue Survey No.103 Jurisdiction List No.699, Khebat No.1/1, Plot No.28/392, Pargana Rohtas, Sub Division Sasaram, Thana Sasaram, Subregistry Sasaram, in the district of Shahabad and for which the sum of Rs.78/- is payable as annual rent to the Zemindars Nanda Kishore Lall, Ramabatar Lall, Dipen Lall, Dulin Parbati Kumari, The Kuchwar Lime & Stone Co., Jay Karan Lall, Fouzdar Singh, and Houlder Singh, Ganesh Prasad Singh and others of Banjari Shahabad and butted and bounded as follows that is to say on the East D.R.Lt.Ry. land and lines, on the South Kalyanpur Lime Works Ltd's Lebura land and quarries, on the West Messrs. Kuchwar Lime & Stone Co's hill on the North Survey Plot No.28/391 land belonging to Sheikh Lall Mohamad and others (i.e. Messrs Kalyanpur Lime Works Land).

2. All that piece or parcel of Istimrari Makurari Mourasi land containing by measurement an area of land about 34 Bighas 1 cottah 17 Dhur situate in Mouza Banjari (Rampur) Touzi No. 4852, Thana No.609, Collectory Register No.828, Revenue



Revenue Survey No.103, Jurisdiction List No.659, Khebat No.2, Plot No.28/391, Pargana Rohtas Sub-Division Sasaram, Thana Sasaram Sub-Registry Sasaram in the District of Shahabad and for which the sum of Rs.68/2/- is payable as annual rent to the Estate of Lall Mohamad and others of Sariya, P.O. Tilothoo, Shahabad and butted and bounded as follows that is to say on the North land and quarries belonging to Dehri Lime Co. Ltd., on the East by D.R.Lt.Ry., land and lines, on the South land belonging to Kalyanpur Lime Works Ltd., Plot No.28/392 on the West Messrs. Kuchwar Lime & Stone Co's land and hill.

Part III.

LEBURA PROPERTY.

1. All that piece or parcel of Istimrari Makurari Mourasi land known as Mouza Lebura containing by measurement <sup>of land</sup> an area / about 123 Bighas 1 cottah situate in Touzi No.4771/2 of Shahabad Thana No.610 Collectory Register No.206 Revenue Survey No.104, Jurisdiction List No.660 Khebat No.1, Plot No.1 Pargana Rohtas Sub-Division Sasaram Thana Sasaram Sub-Registry Sasaram in the district of Shahabad and for which the annual rent of Rs.369/3/- is payable to the Zemindar Mst. Dulin Champa Kali Kumari of Birbanna Village Narayanpur P.O. District Bhagalpur and butted

butted and bounded as follows:- That is to say on the East District Board Road, D.R.Lt.Ry. line on the South Kalyanpur Land on the North Banjari land on the West Kuchwar Lime & Stone Co's property.

Part IV.

KALYANPUR PROPERTY.

1. All that piece or parcel of Istimrari Makurari Mourasi land known as Mouza Kalyanpur containing by measurement an area of land about 161 Bighas 16 cottahs Touzi No.4771/2 of Shahabad Thana No.611 Collectory Register No.382 Revenue Survey No.105, Jurisdiction List No.661 Khebat No.1 Plot No. 1 Pargana Rohtas Sub-Division Sasaram Thana Sasaram Sub-Registry Sasaram in the District of Shahabad and for which the annual rent of Rs.485/8/- is payable to the Zemindar Musst. Dulin Champa Kali Kumari of Birbanna village Narayanpur P.O. District Bhagalpur and butted and bounded as follows that is to say on the East District Board Road and D.R.Lt.Ry. lines on the North Lebura land belonging to Kalyanpur Lime Works Ltd. on the South Bharuhi land on the West Kuchwar Lime & Stone Co's land and hill.

Part V.

Leasehold right to quarry limestone.

1. All that leasehold right to quarry limestone in the piece or parcel of land or ground known as village Kalyanpur



Kalyanpur appertaining to the Estate Kalyanpur bearing Touzi No.4771/2 measuring 101.12 acres and which is comprised within the Government Banskati Mahal being Touzi No.4769 and situated in the Pargana Rohtas Sub-Division Sasaram District Shahabad Thana Sasaram P.S. Rohtas held under an Indenture of Lease dated the 14th April 1932 granted by the Secretary of State for India in Council to the Kalyanpur Lime Works Ltd. and butted and bounded as follows that is to say on the North by Daudpur alias Lebura on the South by Samahuta on the East by District Board Road and D.R.Lt.Ry. line on the West by Kuchwar.

2. All that leasehold right to quarry limestone in the piece or parcel of land or ground known as village Lebura appertaining to the Estate Lebura bearing Touzi No.4771/2 Plot No.1 measuring 76.93 acres and which is comprised within the Government Banskati Mahal being Touzi No.4769 and situated in Pargana Rohtas Sub-Division Sasaram District Shahabad Thana Sasaram P.S. Rohtas held under an Indenture of Lease dated the 14th April 1932 granted by the Secretary of State for India in Council to the Kalyanpur Lime Works Ltd. and butted and bounded as follows that is to say on the North Banjari on the South Kalyanpur on the East the District Board Road and D.R.Lt.Ry. line on the West Kuchwar.

3. All that leasehold right to quarry limestone in the piece or parcel of land or ground known as village Banjari appertaining to the Estate Banjari bearing Touzi Nos. 4851 and 4852 Plot Nos. 391 and 393 measuring 47.59 acres and which is comprised within the Government Banskati Mahal being, Touzi No. 4769 and situated in Pargana Rohtas Sub-Division Sasaram, District Shahabad Thana Sasaram P.S. Rohtas held under an Indenture of Lease dated the 14th April 1932 granted by the Secretary of State for India in Council to the Kalyanpur Lime Works Ltd., and butted and bounded as follows that is to say on the North Boundary line of the quarry land owned by Dehri Lime Co., Ltd., in Banjari on the South by Lebura on the East the District Board Road and D.R.Lt.Ry., line on the West Kuchwar Mahal.

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands and seals the day month and year first above written.



The Common Seal of the  
Kalyanpur Lime Works Ltd.,  
bath hereunto been affixed  
and these presents have been  
signed by Mr. Surendra  
Narayan Banerjee and Mr.  
Mahendra Narayan Banerjee  
the Managing Director and  
the Director of the said  
Company in the presence  
of:-



KALYANPUR LIME WORKS LTD.  
*Surendra Narayan Banerjee*  
Managing Director

*Rishinandan Bhatnagar*  
*Director*  
*Kripendraman Singh*  
Registered Accountant

KALYANPUR LIME WORKS LTD.  
*Mahendra Narayan Banerjee*  
Director