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**CONVEYANCE  
OF  
THE FERTILIZER PROJECT AT SINDRI  
BY  
THE PRESIDENT OF INDIA  
TO  
SINDRI FERTILIZER & CHEMICALS LTD.  
DATED 3RD SEPTEMBER 1959**

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Ass'tt  
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THIS INDENTURE made this

September

day of

One thousand nine hundred and fifty-

nine BETWEEN THE PRESIDENT OF INDIA hereinafter called the " GOVERNMENT OF INDIA " (which term shall unless excluded by or repugnant to the subject or context be deemed to include his successors) of the One Part and SINDRI FERTILIZERS & CHEMICALS LTD. a Company incorporated under the Indian Companies Act and having its Registered Office at Sindri in District of Dhanbad in the State of Bihar hereinafter called the " COMPANY " of the Other Part

Delhi the

September 1959

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WHEREAS the Government of India started a Project at Sindri known as " Fertilizer Project, Sindri " for the manufacture of fertilizers and for that purpose caused to be acquired by Land Acquisition proceedings the lands in Sindri described in the First Schedule hereto annexed and constructed various buildings and structures short particulars of which are given in the Second Schedule hereto annexed and installed plant and machinery short particulars of which are given in the Third Schedule hereto annexed

AND WHEREAS the Government of India later decided to float a Company known as Sindri Fertilizers & Chemicals Ltd. and to transfer to the said Company all the aforesaid land buildings and structures, plant and machinery

AND WHEREAS the said Sindri Fertilizers & Chemicals Ltd. was incorporated as a Limited liability company on the 15th day of January, 1952

AND WHEREAS pursuant to the said arrangement the Government of India agreed to sell to the Company with effect from 15th January 1952 the lands described in the First Schedule hereto annexed the buildings and structures short particulars whereof are given in the Second Schedule hereto annexed and the plant and machinery described in the Third Schedule hereto annexed together with all rights and privileges appertaining to the said lands, buildings plant machinery and all book debts including all arrears of rent, licence fees and charges etc. due from tenants licencees and others in respect of the said lands, buildings and business and benefits of all contracts relating to the said business known as " Fertilizers Project Sindri " and all decrees obtained by Government in respect of the said lands and buildings and business at or for the price of Rs. 23,79,65,000/-

AND WHEREAS it was further agreed that the purchase price of Rs. 23,79,65,000/- should be paid and satisfied as follows viz. by

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allotment of 1,69,999 ordinary fully paid up shares of Rs. 1000/- each to the President of India and by the allotment of one fully paid up share of Rs. 1000/- to Shri C.C.Desai, I.C.S. Secretary to the Government of India in the then Ministry of Works Production & Supply and the rest in the form of debenture stock of the Company

AND WHEREAS on the 16th day of March 1952, 1,69,999 ordinary fully paid up shares were allotted to the President of India and one share to Shri C.C. Desai and Debenture stocks of the face value of Rs. 6,79,65,000/- were agreed to be allotted to the Government of India

AND WHEREAS the terms necessary to constitute the transfer can be ascertained with reasonable certainty from the letters signed on behalf of the Government of India

AND WHEREAS on the day of 15th day of January 1952 the Company in part performance of the said agreement took possession from Government of the lands described in the First Schedule hereto annexed and of the buildings and structures described in the Second Schedule hereto annexed and the plant and machinery described in the Third Schedule hereto annexed and of all other assets of the said Fertilizers Project Sindri and of all book debts decrees and other assets and the Company has performed and is willing to perform its part of the agreement

AND WHEREAS the said Company has requested the Government of India to execute a formal Deed of Transfer in its favour

NOW THIS INDENTURE WITNESSETH as follows :-

1. In consideration of the allotment of the said 1,69,999 and 1 ordinary fully paid up shares to the President of India and to C.C.Desai respectively and the agreement to allot debentures of the face value of Rs. 6,79,65,000/- the Government of India doth hereby convey, transfer and confirm unto the Company all those pieces or parcels of land and hereditaments at Sindri in the District of Dhanbad fully described in the First Schedule hereto annexed and the buildings and structures short particulars of which are given in the Second Schedule hereto annexed and the plant and machinery short particulars of which are given in the Third Schedule hereto annexed TO HOLD the same unto and to use of the Company and its assigns absolutely and for ever.

2. For the consideration aforesaid the Government of India as beneficial owner doth hereby transfer convey, assign and confirm unto the Company the beneficial interest and goodwill of the Government of India in the Project known as " Fertilizers Project Sindri " carried

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out by them upon the premises hereinbefore conveyed and all book and all other debts including all arrears of rent damages or mesne profits licence fees charges etc. due from tenants licencees and others now due and owing to them on account of the said lands, buildings and Fertilizers Project and benefits of all contracts, engagements and employment made by or with the Government of India in respect of the said Project or to which they are entitled in or about the business and all decrees obtained by Government TO HOLD the same unto the Company absolutely and for ever with liberty to the Company to realize such book debts including arrears of rent, licence fees damages or mesne profits and other charges by suit or otherwise and to execute or proceed with or continue the execution of such decrees.

3. The Government of India doth hereby covenant with the Company that notwithstanding any act deed matter or thing by the said Government of India made done or executed or knowingly suffered to the contrary the Government of India now hath good right full power and absolute authority to grant sell transfer convey release and confirm the said parcels of land, buildings, structures plant and machinery book debts, decrees and other property hereby granted sold transferred conveyed released and confirmed or expressed or intended so to be unto and to the use of the Company in the manner aforesaid AND that the Company shall and may at all times hereafter peaceably and quietly possess and enjoy the said parcels of land buildings and structures and each and every part thereof and receive the rents and profits thereof and realize the said book debts and execute the said decrees without any lawful eviction interruption claim or demand from or by the Government of India or any person or persons lawfully or equitably claiming from under or in trust for the said Government of India AND that free from all encumbrances whatsoever made or suffered by the said Government of India AND FURTHER that the Government of India and all persons having or lawfully or equitably claiming any estate or inheritance in the said parcels of land buildings structures plant and machinery or any part thereof from under or in trust for the said Government of India shall and will from time to time and at all times hereafter at the request and cost of the Company do and execute or cause to be done and executed all such further and other acts deeds and things for further and more perfectly assuring the said parcels of land, buildings and structures plant and machinery book debts, decrees and every part thereof unto and to the use of the Company in manner aforesaid as shall or may be reasonably required.

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53/37 *as per the stamp duty*  
11/61 F *Ex*

4. And it is further agreed and declared that the Government of India shall be liable to pay the stamp duty chargeable in respect of these presents.

IN WITNESS whereof the President of India has caused the Secretary to the Government of India in the Ministry of Commerce & Industry on his behalf to hereunto set his hand the day and year first above written.

T.S. 4689/56

2nd May 1956

2/11/60

Signed for and on behalf of the President of India by Shri S. Ranganathan, Secretary to the Government of India in the Ministry of Commerce & Industry in the presence of:-

*S. Ranganathan*  
(S. Ranganathan)  
Secretary to the Govt. of India  
Ministry of Commerce & Industry  
New Delhi.

Dr. A. Nagaraja Rao,  
Chairman, Heavy  
Engineering Corp. Ltd.

*A. Nagaraja Rao*

N. Radhakrishnan  
Under Secretary,  
Ministry of Commerce & Industry.

*N. Radhakrishnan*

THE FIRST SCHEDULE ABOVE REFERRED TO.

( List of land )

THE SECOND SCHEDULE ABOVE REFERRED TO.

( Short particulars of buildings & structures )

THE THIRD SCHEDULE ABOVE REFERRED TO.

( List of machinery )

MOLIZA : SINDRI (190)

PARGANA : JHARIA

THANA : JHARIA

TAUZI NO.

THANA NO.

190 KHEWAT NO.

DISTT.: MANBHUM

Sl. No.	Khatian No.	Plot No. (Survey)	Area (in acres)	Sl. No.	Khatian No.	Plot No. (Survey)	Area (in acres)
1	2	700	0-22	30	12/1	1047P	0-11
2		863	1-10	31		1128	0-12
3		1369	0-26	32		1441	0-09
4		1598	0-28	33		2149P	0-03
5		1670	0-29	34	12/3	1515P	0-08
6		1671	0-17	35	89/23	1570	0-74
7		2205	0-53	36	14/1	679	0-05
8	4/1	1004	0-09	37		681	0-10
9		1316	0-25	38		722	0-10
10		1343	0-13	39		724	0-12
11		1478	0-01	40		728	0-05
12		1484	0-24	41		771	0-13
13		1527	0-06	42		772	0-11
14	4/2	1048	0-12	43		776	0-10
15		1519	0-31	44		782	0-02
16		2169	0-31	45		803	0-08
17		2170	0-02	46		812	0-10
18	86/3	2188P	0-28	47		814	0-09
19	39/25	1627P	0-25	48		1459	0-04
20	8	1269	0-12	49		1462	0-06
21		1266	0-43	50		1464	0-05
22		1268	0-07	51		1465	0-01
23		1267	1-10	52		1623	0-08
24		1270	1-12	53	14/2	680	0-04
25		1288	1-13	54		682	0-12
26		1289	0-03	55		726	0-09
27		1290	0-35	56		725	0-05
28		2096P	0-06	57		731	0-04
29		2096P	0-06	58		764	0-01
			939	59		761	0-11