

D.C Ach 1849.7

thousand nine hundred sixty the between the Governor of Bihar (herein-"after called ' the Governor' which expression where not repugnant to percontext shall include the Successors in office) of the One part and the Indo-Asahi Glass Co., Ltd., a Company registered under the Companies Act, 1956, and having its registered office at 30, Chittaranjan Avenue, Calcutta (hereinafter called " the Company" which expression where mot repugnant to the context shall include its successors and assigna) of the other part.

Whereas by the agreement dated the 9th day of May one thousand nine hundred fifty nine between the Company of the one part and the Governor of Bihar of the other part (hereinafter referred to as the "Acquisition Agreement") after reciting inter alia that the Company intended to construct Factory houses and buildings and installations connected with the Glass Factory and various structures, and had applied to the Government of Bihar (hereinafter called "the State Government") for the acquisition funder the provisions of the Land Acquisition Act, 1894 (I of 1894) of the land described in schedule I hereto and detailed on the map or plan hereto annexed.

And whereas the State Government had consented to the said acquisition pursuant to the provisions of the Land Acquisition Act (hereinafter called "the said Act") IT WAS INTERALIA agreed and declared that the Company should provide for payment to the Government and reimburse the he manner therein mentioned the entire cost of acquiring Wit: Pro Jagannath Prasad. of Gola 16.2.62.

Margin of 3rd Sheet.

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(Same as above).

Back of 1st Sheet.

Stamp vendors endorsements. Rubber stamp endorsement and endorsement regarding presentation? for Registration and identification by Sri Mahandra Prasad Verma,

T.I's. and signature of Hadis Mian Bhubaneswar Prasad Sinha, Mahendra Prasad Verma and Sidiq Mianappear here. -:2:-

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the said land pursuant to the provision of the said Act and that the said ! acquired land should be transferred to the Company by the State Government so as to vest absolutely in the Company subject to the conditions contained in clauses 4 to 9 (both inclusive) thereof, such clauses 4 to 9 thereof being set out in Schedule II hereto.

And whereas the Acquisition Agreement was duly published at page 1532 of Part II of the Bihar Gazette dated, the 27.5.59 under notification No.B/L-II-Haz-68/58-4824 R dated, the 9.5.59.

And whereas the Collector duly made his award in respect of all the said acquired lands which is described in Schedule I hereto in Land Acquisition Case No. 6 of 59/60.

And whereas on the 12th day of August one thousand nine hundred and fiftynine the possession of the said acquired land was given by the State 956.16 Bovernment to the Company which paid to the State Government the sum of in charge of the said awards.

And whereas the Company has now requested the State Government formally to transfer and convey all the said lands described in Schedule

Now this Indenture witnesseth that in pursuance of the Acquisition I hereto. Agreement and of the premises and consideration of the sum of mP paid by the Company to the State Government (the receipt? whereof of the Governor doth hereby acknowledge) the Governor doth hereby grant, convey and transfer unto the Company all those lands described in TOTAL STREET, STREET,



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Schedule I hereto and delineated in the map or plan hereto annexed and thereon coloured red together with all trees, houses, ditches, fences, wells, drains, roads, upon or belonging to or appertaining to the said lands and all the estate rights title interest property claim and demand whatsoever of the State Government of, in, to, or upon the said land and premises hereinafter expressed to be hereby granted with the appurtenences up to the Company for ever subject to the conditions set forth in Schedule II hereto and payment of usual cess as hereinbefore paid and the State Government, hereby covenants with the Company that the State Government has not in any way done or knowingly suffered or been party or privy to any act or thing whereby it is prevented from transferring and conveying the said land and premises in manner aforesaid And the Company hereby convenants with the State Government at all times hereafter to observe and perform the conditions and occupants set forth in Schedule II hereto.

SCHEDULE 3

Name of Village - Lapanga

Name of Pargana - Palani

Name of Thana

- Ramgarh.

Name of District

- Hazaribagh.

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/ Stamp of Rs. 21.00 N.P.#

Executants: - Mian Jan Mian and (2) Alauddin Mian and (3) Azmat Ali and (4) Saukat Ali sons of Abdul Wahab Mian, deceased, by caste Ansari, occupation cultivation, residents of village Lapanga, Pargana Palani, P.D. Ramgarh, Dt. Hazaribagh.

Executed in favour of :- Indo Asahi Glass Company Ltd. Place of business, Lapanga, P.S. Hamgarh. P.O. Bhadani Nagar, Dt. Hazaribagh.

Nature of document - Deed of absolute sale.

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West

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1233.

Value :- In all 936/- nine hundred thirtysix rupees in cash.

Property - Land measuring 1-17 one acre seventeen decimal with permanent Ryati Lands situate at Village Lapanga, Thana No.56

P.D. Ramgarh, Pargana Palani, Sub-Registry Gola Dt. Registry and Dt. Hazaribagh Kheta No.35 Khewat No.1, Touzi No.28 Plot No.28

Kari Mati Tand, area 1-17 d. one acre seventeen decimal N-Parti Garha (ditch) S- Lodhar Bedeyaf Mithu Mian which has been purchased this day by the holder of this deed. W - Sekh Suku Mian which has been purchased by holder of the deed.

Leda Mian, the grand father of the executants. As the grand father and the father of the executants ran into debts, the executants are entitled to the same and the same has been and is in the khas possession and occupation of the executants. And now the executants, for urgent necessities have sold to the holder of the said land with effect from this day on receipt of the price of 936/- nine hundred thirtysix rupees, and have delivered possession in their place and stead. By being and remaining in permanent possession and occupation of the land sold, by cultivating and causing the same to be cultivated according to their sweet will and by effecting all charges, the purchaser and their successors and representatives should bring into the lands of usurfructs, produce and income therefrom. Now, neither the executants, nor their heirs and representatives have, in future any

of Gola. Dt. 16 - 2- 62.

In the 3rd sheet there is no witness.

(Back of the 1st Sheet) No.3508. Dt. 16-2-62 (Stamp Vendors endorsements).

Rubber stamp endorsement.

Signatures and thumb impressions of Mia Jan and Alabddin appear.

Endorsement that this document was presented for Registration by the executants and they were identified by Mahendra Prasad Verma.