

16

6256

BIHAR 29/12/56 21/11/56 500 Rs.



a

361

Handwritten notes in Hindi/English, including '105', '14/12', and '11/12/56'.

This instrument, made this 21st day of December 1956, between the Governor of Bihar

one thousand nine hundred seventy, between the Governor of Bihar

hereinafter called "the Governor" which expression where not repugnant to the context shall include the Successors in office)

of the One part and the Indo-Ashni Glass Co. Ltd., a company registered under the Companies Act, 1956, and having its

registered office at 30, Chittaranjan Avenue, Calcutta (herein-

after called "the Company" which expression where not repugnant to the context shall include its successors and assigns) of the other part.

Whereas by the agreement dated the twentyfirst day of December of one thousand Nine hundred sixtytwo 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 staff

quarters and road, and had applied to the Government of Bihar

(hereinafter called "the State Government") for the acquisition

under the provisions of the Land Acquisition Act, 1894 (I of 1894) of the Land described in schedule I hereto and delineated on the map or plan hereunto annexed.

And whereas the State Government had consented to the said acquisition pursuant to the provisions of the Land acquisition Act

When such an offer has been made by the Company, the State Government may at their option accept the offer in respect of the whole or decline it in respect of the whole but shall not have the right to accept it in part.

The public will have such right of access to an use of the land and premises of the Company as may be necessary for the transaction of their business with the Company.

In the case of a breach by the Company of any of the terms and conditions of this Agreement, the Governor shall be entitled to re-enter on the whole of the said land without payment of any compensation to the Company and upon such re-entry the interest of the Company in the said land shall ~~be~~ and determine.

In the event of re-entry by the Governor under this clause the Company shall be entitled to remove within six months from the date of such entry all buildings and structures on the said land.

The Company shall give preference to such persons or the members of their families in employment in the undertaking whose lands have been acquired.

Subject to the policy of recruitment to Public undertaking as suggested by the Government of India the Company shall provided they are suitable, employ the residents of the State of Bihar in preference to others in all classes of services to the Company and shall pay and afford all reasonable facilities to such employees for their working in the factory in accordance with the rules and regulation of the Company.

Should any dispute or difference arise touching or concerning the subject matter of this Agreement or any convenient or clause or thing herein contained other than dispute or difference as to the valuation of the buildings or development of part or parts of the land determined or to be determined under the provisions of clauses 4 and 5, the same shall be referred to the State Government

-:8:-

and the opinion and the decision of the said Government upon such dispute or difference shall be final and conclusive and binding on the parties hereto

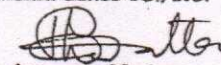
IN WITNESS WHEREOF the Common Seal of the Company has hereunto been affixed and these presents signed.
for THE INDO-ASAHI GLASS CO. LTD.

Witness:- (1)


Secretary.

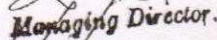
THE INDO-ASAHI GLASS CO., LTD.

(2)

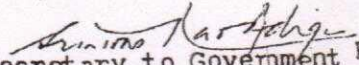

Accounts Manager.

Seal
For and on Behalf of the


THE INDO-ASAHI GLASS CO., LTD.


Managing Director.

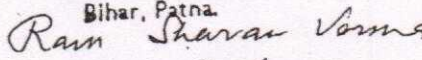
IN WITNESS WHEREOF the hand of Shri Srinivas Rao Ainge
Secretary to Government of Bihar in the Revenue Department for
and on behalf of the Government of Bihar has been affixed on the
day and year first above written.

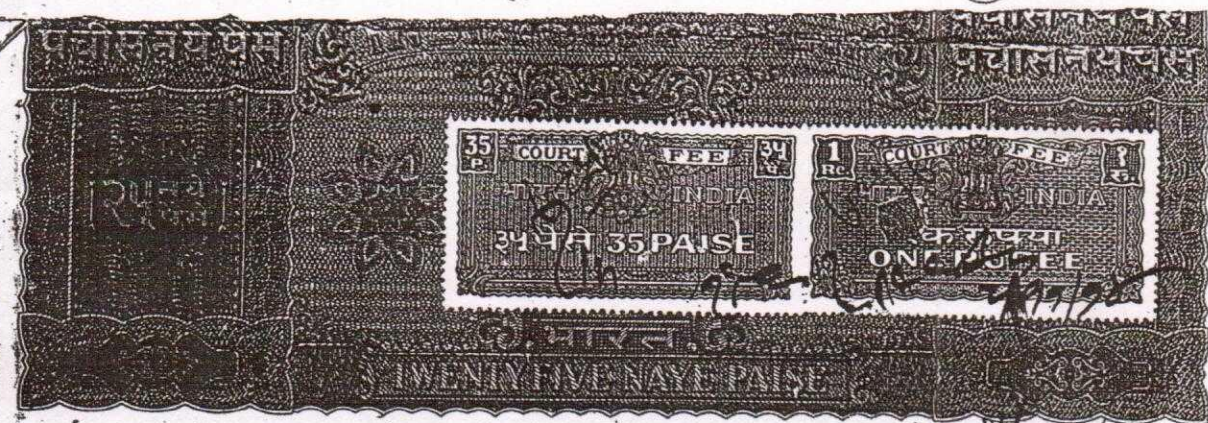

Secretary to Government Rev. Dept.
for and on Behalf of the Governor of Bihar

Witness:- (1)


Section Officer
Revenue (L. A.) Deptt.
Bihar, Patna.

(2)


U. D. Assistant
D. L. A., Bihar Patna



Date of application for the copy.	Date fixed for notifying the requisite number of stamps and folios.	Date of delivery of the requisite stamps and folios.	Date on which the copy was ready for delivery.	Date of making over the copy to the applicant.
८-११-६८	८-११-६८	८-११-६८	८-११-६८	

10	सि. एक्स. एल. आई. फा. नं. ५० फा. नं. १२४ हिन्दी	आदेश नं. ५० देखो तल २६६ नकल के लिए दरवास्त
१.	दरवास्त का नम्बर वी तारीख. ३१.१०.१५.	२६१६/३१.१०.६८
२.	दरवास्त करने वाले का नाम वी पता -	Jagdish Pd. Rana.
३.	कागज की तपसील जिसकी नकल चाहिए -	८-९ के Notification
४.	अवलोकन. ३ Copy of original chalan. A.R. ०.३१.६८. L.A. एड्डे १२/१९६६-६७.	
५.	मौल्यमात्रा का आम्बार्ड जिससे वह कागज मिले या नया लिखा गया - x	
६.	ओडगरी मीस वी कोर्ट में जमा की गई - x	
७.	बाबत तलाशी मीस वी कोर्ट की हदाम दिया जाता है दिवस के पार्ले वी कोर्ट का हदाम लिखा जायगा - x	
८.	तायबाद फर्द हदाम वी दरवास्त पर लड़ा है - x वी की दखल दखल दखल	
९.	सौद कागजात के दलों वी गिनती वी दरवास्त के बाद दिनांक - x	
१०.	कागजात वारिन् कोर्ट की हदाम - x	
११.	कामकाय विरहित का नाम जहाँ जाहा हुआ कागज मिलेगा - Court of L.A. Officer, Harzambagh.	
१२.	तारीख मीस वी तलाशी वी मीस दी गई - x	
१३.	राईपिल्ल वी नकल नवीन - Bhargava. अ. Unashankar	
१४.	हदामत दफ्तरी वी दौरे दरवास्त वी पिछले तीन दिनों का नकल है - x	
१५.	पानविल कामकाय के दस्तखत - x	

Block	Covering Survey plot nos.	Area	Boundary.
'A'	338 and parts of 331, 332, 333, 334, 335, 337, 375 and 377	Acres 6.58	North: By S.P.nos. 319, 330, 336 and 361 and portion of S.P. 337. East: By S.P.Nos. 339, 348, 355, 366, 359 and 336. South: By Railway boundary and S.P.nos. 323, 336, 355 and 360 West: By S.P.nos. 323, 329, 330, 327 and portion of S.P.No. 337.
'B'	299, 298, 301 and 300	1.58	North: By S.P.No. 29(Nala) and 297 East: By S.P.Nos. 297 and 302. South: By S.P.Nos. 29(Nala) and 321 West: By S.P.Nos. 29(Nala) and 321.
'C'	286 & 287	0.88	North: By S.P.Nos. 29(Nala) 288 and 278 East: By S.P.Nos. 288, 285 and 290 South: By S.P.Nos. 288, 289 and 290 West: By S.P.Nos. 288 and 29(Nala)
'D'	305 and 318	0.35	North: By S.P.No. 292 East: By S.P.Nos. 306 and 309 South: By S.P. 317 West: By S.P.Nos. 304 and 319
'E'	343, 342, 340 and parts of 339, 346, 345 and 344.	1.59	North: By S.P.Nos. 319, 341, 313 and 312. East: By S.P.No. 350 and portion of S.P.No. 344. South: By portion of S.P.Nos. 339, 345 and 344. West: By S.P.Nos. 319 and 338
'F'	349	0.18	North: By S.P.No. 350 and portion of S.P.No. 344 East: By S.P. 350 South: By S.P.Nos. 348 and 353 West: By S.P.Nos. 345 and 348
'G'	355 and 354	0.96	North: By S.P.Nos. 338 and 348 East: By S.P.No. 353 South: By S.P.No. 356 West: By S.P.No. 338
'H'	294	2.13	North: By S.P.No. 289 East: By S.P.Nos. 296, 293 and 304 South: By S.P.Nos. 296, 297, 303 and 304 West: By S.P.Nos. 295, 296
'I'	320	0.60	North: By S.P.Nos. 319, 302 and 321 East: By S.P.No. 319 South: By S.P.Nos. 319 and 337 West: By S.P.No. 321.
'J'	692, 687	1.94	North: By S.P.No. 688 and portion of S.P.Nos. 687 and 692 East: By S.P.No. 688 South: By S.P.Nos. 706(River) and 686. West: By S.P.Nos. 693 and 686.

(4)

3333

Land purchased by the Indo-Asahi Glass Co., Ltd.,
P.O. Bhadaninagar from Meghan Mian s/o Late Leda Mian and
Mianjan Mian, Allaudia Mian, Ajmat Ali and Soukat Ali s/o Fekan
Mian alias Abdul Wahab Mian by caste Ansari, of Village Lapang
Pargana Palani P.S. Ramgarh, P.O. Bhadaninagar, Dist. Hazaribagh
✓ under Deed No. 3333 dated 9.9.60 registered at the Sub-Registry Office
at Gola.

<u>Khata No.</u>	<u>Plot No.</u>	<u>Area in acre</u>	<u>Total area in acre</u>	<u>Price.</u>
18	17	1.195	1.275	1912.50 NP.
	21	0.08		

in Village Ladi, Thana No. 53, P.S. Ramgarh, Pargana Palani
Sub-Registry Gola, Dist. Hazaribagh, under Khata No. 18, Khesra
No. 1 and Touji No. 28

land in dispute for the sum of Rupees eight thousand two hundred

and fifty and by a Conveyance bearing date the twentyfourth day of

February One thousand nine hundred and forty-seven and made between

the said Jagabandhu Roy Chowdhury therein described as the Vendor

of the one part and the Company therein described as the Purchaser

of the other part and registered by the District Registrar of

Assurances of Alimnora in Book 1 Volume No. 11 pages 200 to 203

being No. 564 for the year 1947 the said Vendor for the considera-

tion therein mentioned granted, transferred and sold to the Company

absolutely and for ever free from all encumbrances, the land des-

cribed in the Schedule therein written being part of the land

already purchased by the Company under the said Conveyance dated

the twentyfirst day of November One thousand nine hundred and forty-

one.

(2) by different deeds dated respectively the eighth

day of June One thousand nine hundred and forty-five, eighteenth

day of June One thousand nine hundred and forty-five and nineteenth

day of June One thousand nine hundred and forty-five the Company

in the name of its Director Arjun Prasad purchased various plots

of land in Mouza Lammaga District Hazaribagh fully described in

Schedule "A" hereunder written.

(1) by a Deed of Transfer bearing date the twentythird day

of July One thousand nine hundred and forty-nine and made between

the said Arjun Prasad of the one part and the Company of the other

part (and registered by the Sub-Registrar of Assurances, Calcutta

in Book 1 Volume No. 74 pages 221 to 228 being No. 2881 for the

year 1949) the said Arjun Prasad as trustee conveyed unto the

Company as beneficiary all those plots or parcels of land fully

described in Schedule "A" hereunder written to hold the same unto

the Company absolutely for ever.

From: The Treasury
 To: The Works Manager
 No. 10, Baddam Nagar
 P.O. - Bangalore
 Bangalore, India
 14/2/74

Dear Sir

With reference to your letter no 916/13, dated 5/11/73, I hereby certify that

the amount of Rs. 15,997/- was deposited in the Public Provident Fund, Bangalore, on per details given below:-

ST. No - Challan No - Date - Amount - Purpose

1	26	16.1.57	R. 125.50	For 0.16 acres
2	1	30.4.54	R. 4493.37	" 17.54 "
3	75	7.1.60	R. 12460.78	" 16.79 "
4	25	16.1.57	R. 5110.50	" 3.98 "
5	127	1.6.53	R. 29930.55	" 24.54 "
6	128	1.6.53	R. 1173.85	" 0.70 "
7	87	18.8.72	R. 2840.00	" 0.31 "
8	11	29.7.66	R. 8981.12	" 15.13 "
9	67	24.6.70	R. 12119.50	" 0.31 "

Yours faithfully,
 [Signature]
 17/11/74
 21/11/74
 Bangalore

Stamp of Rs.36/-

No. 4448

(11)

Executed by: Surendranath Jha, son of Late Pandit Harinandan Jha, caste Brahmin, occupation service and cultivation resident of Bhadani Nagar, Thana Ramgarh, District Hazaribagh.

Executed in favour of:- Indo Asahi Glass Factory Limited, Bhadani Nagar, Post Office- Bhadani Nagar, Thana Ramgarh, District Hazaribagh.

Nature of document - Deed of Sale.

Value - In all 1120/- one thousand one hundred and twenty rupees in cash.

Property - Tand land measuring 1-00 one acre with permanent Ryati rights purchased - situate at Village Matkama, Thana No. 49 P.S. Ramgarh. Pargana Palani, Sub-Registry Gola, Dt. Registry and Dt. Hazaribagh, Khata No. 27, Khewat No. 1 Touzi No. 28. Out of Plot No. 15 ✓ on area of 1-00 one acre to the North whereof plot No. 12: P. Mullah and Plot No. 48; B- Land measuring 50 de. (of) Sri Ram Naresh Prashad Sinha which the holder of the deed has purchased to day; W- The remaining plots. It is provided that the said land belongs to the executant by virtue of a Registered deed of sale at Gola dated 27-3-62 A. D. being deed No. 1430 of 1962 A. D. executed by Hari Nandan Dubey son of Dhanusdhari Dubey, and he has all along been and is in possession and occupation of the same and has been obtaining receipt in his own name by paying the rent regularly. This day, the executant on account of urgent necessities has sold the said land to the holder of the deed on receiving the price of 1120/- Eleven hundred twenty rupees in cash, together with all rights and has delivered possession in his stead. By being and remaining in permanent possession and

occupation.

24

24

CERTIFICATE OF POSSESSION OF LAND MADE OVER TO THE PARTIES ON WHOSE
BEHALF IT HAS BEEN ACQUIRED.
(See Executive instruction no. 103 of the Land Acquisition Manual).

Certified that I have this day the 13th April 1973 delivered/
received possession at the hands of Shri S. N. Jha
(Designation) Manager General Dept. of 6.31 acres of land
situated in village Malkuma Pargana Chaugaria Thana Rangart
No. 49 District Hazaribagh, which has been acquired under the
declaration no. 4834 dated the 18.5.66 published at pages
2349-50 Part II of the Bihar Gazette dated the 1st June 1966
for the purpose of Construction of Quarter & Road for 1715 Indo
Nazhi Ghass Company Limited

Signature [Signature] 13.4.73
Designation Asst. Secy
H.B. Singh

(2)

4039

Land purchased by The Indo-Asahi Glass Co., Ltd.,
P.O. Bhadaninagar from Sekh Mianjan, Sekh Allaaddin, Sekh
Ajmat Ali and Sekh Meghan Mian and Dodin Mian s/o Late
Leda Mian, by caste Ansari and Villave Lapanga, P.S. Ramgarh,
Hazaribagh.

<u>Khata No.</u>	<u>Plot No.</u>	<u>Area in acre.</u>	<u>Total area in acre.</u>	<u>Price.</u>
18	16	0.15	0.79	1170.00 n
	18	0.63		

in Village Ladi, Thana No. 53, P.S. Ramgarh, Pargana
Palani, Sub-Registry Office Gola, Dist. Hazaribagh, under
Khata No. 18, Khosra No. 1 and Touji No. 28

(1) By a Conveyance bearing date the twentyfirst day of

November One thousand nine hundred and forty-one and made between Birendra Kumar Shaw therein described as the Vendor of the one part and the Sodepore Glass Works Limited a Joint Stock Company having its Registered Office at 15, Clive Street, Calcutta (hereinafter referred to as "the Company") of the other part and registered by the Registrar of Assurances, Calcutta in Book No. 1 Volume No. 118 pages 195 to 210 being No. 3565 for the year 1941 the said Birendra Kumar Shaw for the consideration therein mentioned granted, conveyed transferred and assigned unto the Company all those several plots of land described in Part V of the Schedule thereunder written together with buildings, godowns, factory, mill houses, cooly lines, walls and structures and also the plant, machinery etc. attached thereto and belonging to the Glass Factory known as Sodepore Glass Works and described in Part VI of the Schedule thereunder written and also the firm name and goodwill of the business of the Sodepore Glass Works Limited to hold the same unto the Company absolutely and for ever and free from all encumbrances.

(2) One Ambuja Basini Roy Chowdhury and Sribhusan Bose as executrix and executor to the estate of Surya Kanta Roy Chowdhury filed a suit against the Company in the Court of the Second Sub-Judge, Alipore being Title Suit No. 57 of 1954 claiming that two bighas nine cottahs twelve chittacks and nineteen square feet out of the land purchased by the Company from the said Birendra Kumar Shaw belonged to the estate of Surya Kanta Roy Chowdhury and Jagabandhu Roy Chowdhury the son of the said Surya Kanta Roy Chowdhury was subsequently admitted as Plaintiff in the said suit and the

as are therein contained over the several plots of land fully described in Schedule thereunder written as also in the Schedule "A" hereunder written.

(8) By a deed bearing date the twelfth day of June One thousand nine hundred and fifty-two and made between the Hindusthan Coal Company Limited of the one part and the Company of the other part and duly registered at the Calcutta Registration Office the said Hindusthan Coal Company Limited for the consideration therein mentioned did thereby demise unto the Company all those several pieces or parcels of land and tank fully described in the Schedule thereunder written as also in the Schedule "A" hereunder written together with all the rights of laying down pipes and drains and electric cables over and under or along the said pieces or parcels of land or any part thereof and also to instal pumps TO HOLD the same and other premises thereby demised unto the Company for a period of seven years at the monthly rent of Rupees five and on the terms and conditions therein contained.

(9) By an Indenture of Mortgage bearing date the thirtieth day of September One thousand nine hundred and forty-nine registered at Calcutta Registry Office in Book No. 90 pages 88 to 144 NR being No. 3031 for the year 1949 between the Company of the first part, Ramchand Ram son of Jiten Ram residing at Purani Godown in Gaya in the Province of Bihar of the second part, Sreemati Pankaj Debi also known as Phakhno Kuer wife of Gurusaran Lal residing at No. 21, Ballygunge Circular Road, Calcutta of the third part, Gurusaran Lal son of Ramchand Ram and Arjun Prasad son of Gurusaran Lal both residing at 21, Ballygunge Circular Road in Calcutta of the fourth part (the parties of the second, third and fourth parts being called the "Guarantors" in the said Deed of Mortgage) and the

6.-

Vendor ALL THOSE several messuages parcels of land hereditaments and premises fully described in the Schedules "A" and "B" thereunder written together with all buildings, sheds and structures described in Parts 1 and 11 of the Schedule "D" thereunder written and ALL AND SINGULAR the plant, machinery, (whether fixed or moveable and whether attached to the premises or not), engines, equipments, tools fittings, fixtures and other fixed assets of the Company (described in Parts 1 and 11 of the Schedule "E" thereunder written) then being or which would at any time thereafter during the continuance of the said security be in or upon or belonging to the said several messuages, parcels of land, buildings, sheds, structures, hereditaments and premises or used in connection therewith and which belonged to the Company or were occupied or being transferred by the Company but excluding the raw materials, goods in process, finished products, book-debts and bills against consignment of their products given by the Company to their bankers for collection or discount and all the estate, rights, title, interest, claim and demand of the Company into or upon all the said several messuages, parcels of land, buildings, sheds, structures, hereditaments and premises and the said plant, machinery, engines, equipments, tools, fittings, fixtures and other fixed assets of the Company or any of them or any part thereof TO HOLD the said several messuages, parcels of land buildings, sheds, structures, hereditaments and premises and the said plant, machinery, engines, equipments, tools, fittings, fixtures and other fixed assets of the Company thereby granted, assigned, transferred and assured with their appurtenances (therein called the "Mortgaged Premises") unto the use of the Vendor absolutely for ever for and in discharge of the said mortgage subject nevertheless to

between the Company of the first part, Bhadani Sons Limited the Managing Agents of the Company of the second part and the Vendor of the third part and registered by the Registrar of Assurances at Calcutta in Book No. 1 Volume 105 at pages 151 to 219 being No. 4352 for the year 1951 the Company for the consideration therein mentioned did thereby grant, convey and assure unto the Vendor ALL THOSE pieces of land or grounds together with buildings, messuages tenements, factories, sheds, structures or dwelling houses then standing or thereafter to be erected thereon or any part thereof and more particularly described in the Schedules "A", "B", "D", "F", and "G" thereunder written ALL AND SINGULAR the engines, machinery (whether fixed or moveable or whether attached to the said premises or not) plant, electric and other installations implements, equipments, tools, utensils, furniture, motor car, trucks, calculating machines, weighing machines, building materials, stores, machinery spares, appliances, accessories, articles and other things (save and excepting, raw materials, finished and semi-finished products, book-debts, bills, stores not being machinery spares) short particulars of which engines machinery and plant and other articles are set forth in the Schedules "E" and "H" thereunder written then being or which would at any time thereafter during the continuance of the said Security be affixed, installed or erected or be brought in or upon the lands and buildings by the Company for the purposes of its business AND ALL THE estate, right, title, interest, claim and demands of the Company into or upon the lands or buildings or any part thereof TO HOLD the same unto the Vendor for ever AND TO HAVE AND TO HOLD the plant, unto the Vendor absolutely but as to all the said premises subject to the proviso for redemption therein

(11) by an indenture of the Mortgage bearing date the twelfth day of June One thousand nine hundred and fifty-two and made between the Company of the first part, Messrs. Bhadani Sons Limited the Managing Agents of the Company of the second part and the Vendor of the third part and registered by the Registrar of Assurances at Calcutta in Book 1 Volume No. 77 at pages 16 to 97 being No. 1308 for the year 1952, the Company for the consideration therein mentioned did thereby grant, convey and assure to the Vendor ALL THOSE several pieces or parcels of land or ground together with buildings, messuages, tenements, factories, sheds, structures or dwelling houses then standing or thereafter be erected thereon or any part thereof and more particularly described in the Schedules "A", "B", "D", "F" and "G" thereunder written AND ALSO the right of way and other rights over or in respect of the messuages parcels of land hereditaments and premises fully described in the Schedule "J" thereunder written AND ALL AND SINGULAR the engines, machinery (whether fixed or moveable and whether attached to the said premises or not) plant, electric and other installations implements, equipments, tools, utensils, fittings, fixtures, motor-cars, trucks, calculating machines, weighing machines, building materials, and stores, machinery spares, machinery stores, appliances, accessories, articles and other things including all moveable tangible assets of the Company (short particulars of which engines, machinery and plant and other articles are set forth in Schedules "E" and "H" thereunder written) then being or which shall at any time thereafter during the continuance of the said security would be affixed installed or erected or be brought in or upon the land and buildings by the Company for the purposes of its business AND all the estate, right, title, interest, claim and demand of the Company into or upon all the lands, buildings or any part thereof TO HOLD the same unto the Vendor for ever and TO HAVE AND TO HOLD

-:5:-

West - By Plot Nos. 22, 21, 9 and 7P
excepting green hatched portion.

SCHEDULE II

If at any time or times any part or parts of the said land shall be necessary to be utilised and taken over by the State Government for the purpose of revenue administration or for purposes connected with public health, safety or necessity (of which matter the State Government shall be the sole judge) the Company shall on requisition by the State Government transfer to the Governor of Bihar such part or parts of the said land as the State Government shall specify to be necessary for the purposes aforesaid subject to the condition that before requiring the Company to transfer any specified part as aforesaid the Deputy Commissioner, Hazaribagh, shall give three months' notice in writing to the Company and shall hear and dispose of the objections, if any, that may be filed by the Company which will be entitled to prefer an appeal to the State Government against the decision of the Deputy Commissioner, Hazaribagh, and in consideration of such transfer the Governor shall pay to the Company a sum equal to the amount of compensation awarded under the said Act and paid by the Company in respect of the part or parts of the land the subject of the transfer upon the acquisition thereof for the company including the amount awarded in respect thereof under section 23(2) of the said Act together with compensation for the buildings erected on such part or parts and the proportionate cost of development of the part or parts of the land at a valuation to be determined by the Deputy Commissioner of Hazaribagh. An appeal from the decision of the Deputy Commissioner of Hazaribagh shall lie to the Commissioner of the Chotanagpur Division and the Company shall have the right of filing a petition of revision before the State Government against any order of the Commissioner regarding valuation. The decision of the Deputy

P A R T II:

ALL THOSE pieces or parcels of land held under Kayemi Raiyati tenure containing an area of .83 acres more or less situate at the said Mouza Laponga Pargana Palani, Thana Ramgarh Sub-Registration Office Gola in the District of Hazaribagh under Khata No. 22.

Particulars of the said lands are given below :-

Plot No. 340	North - Chantu Bedia	.. Area	.13 acres
	South - Bhikan Jolaha		
	East - Own Paddy		
	West - Kinty Bedia.		

Plot No. 342	North - Chantu Bedia	.. Area	.21 acres
	South - Bhikan Jolaha		
	East - Own Paddy		
	West - Minty Bedia.		

Plot No. 342 ³⁴³	North - Chantu Bedia	.. Area	.49 acres
	South - Bhikan Jolaha		
	East - Own Paddy		
	West - Kinty Bedia		

Area .83 acres.

Annual rent of -/6/3 is payable to Guru Sharan Lal Bhadani of Laponga.

P A R T III:

ALL THAT piece or parcel of land held under Kayemi Raiyati Tenure containing an area of 2.13 acres more or less situate at the said Mouza Laponga Pargana Palani Thana Ramgar Sub-Registrar Office Gola in the District of Hazaribagh under Khata No.15.

Particulars of the said land are given below :-

Plot No.294 - North - Lor Bedia	Area 2.13 acres
---------------------------------	-----------------

(5) The Company applied to the Government of Bihar for acquisition under the provisions of the Land Acquisition Act of various plots of land and the said Government acquired for the Company the lands fully described in Schedule "A" hereunder written and by a Deed of Transfer bearing date the fifteenth day of June One thousand nine hundred and fifty-one made between the Governor of the State of Bihar of the one part and the Company of the other part and duly registered in the Office of the Registrar of Hazaribagh in Book 1 Volume No. 50 at pages 70 to 79 being No. 4853 for the year 1951 it was inter alia witnessed that the Governor of the State of Bihar for the consideration therein mentioned did thereby grant, transfer and convey unto the Company all those several pieces or parcels of land hereditaments and premises fully described therein as also described in Schedule "A" hereunder written.

(6) By a Conveyance bearing date the eighteenth day of December One thousand nine hundred and fifty-one and made between the Hindusthan Coal Company Limited of the one part and the Company of the other part and registered at the Calcutta Registration Office the said Hindusthan Coal Company Limited for the consideration therein mentioned did thereby grant, transfer and convey unto the Company all those several pieces or parcels of lands hereditaments and premises fully described in the said Conveyance as also in Schedule "A" hereunder written.

(7) By a Deed bearing date the twelfth day of June One thousand nine hundred and fifty-two and made between the Hindusthan Coal Company Limited of the one part and the Company of the other part and duly registered at the Calcutta Registration Office, the said Hindusthan Coal Company Limited for the consideration therein mentioned did thereby grant the right of way and other rights in favour of the Company and entered into such covenants and conditions

Wit: Pro Jagannath Prasad.

of Gola 16.2.62.

Margin of 3rd Sheet.

(Same as above).

Back of 1st Sheet.

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

T.I's. and signature of Hadis Mian Bhubaneswar Prasad Sinha, Mahendra Prasad Verma and Sidiq Mian appear here.

Executed by: Sekh Suku son of Sekh Bux Mian deceased by caste
Ansari, occupation cultivation, resident of Village Lapanga,

Pargana Palani, P.S. Ramgarh, Dt. Hazaribagh.

Executed in favour of: Indo Asani Glass Co. Ltd. place of busi-
ness Lapanga, P.O. Bhadani Nagar, P.S. Ramgarh, Dt. Hazaribagh.

Nature of document: Deed of absolute sale.

Value: A total sum of Rs. 1,000/- One thousand rupees in cash.

Property and measuring 1.45 One acre forty-five decimal with
permanent Byati rights, situate at Lapanga, Thana No. 56, P.S. Ram-
garh, Pargana Palani, Sub-Registry Gola, District Registry and

Khata No. 23, Khewat No. 41, Touza No. 28, Plot No. 30

area 1.45 D. N.-Purti Nullah S. Khand. Odra-be-daga E. Lodhar
Bedeya. W. Purti Nullah.

It is provided that the Khatian has been recorded in the name
of the executant himself and his brother Mekhan Mian and the afore-

said Plot belongs to the executants own share and has been and is
in the Khas possession and occupation of the executant. This day

the executant, for urgent necessity has sold the said land to the
holder of the deed against the price of Rs. 1,000/- one thousand

rupees in cash and has delivered possession in his place and
stead. By being and remaining in permanent possession and occupa-

tion of the sold land, by cultivating or causing the same to be
cultivated, or by effecting all changes the purchase and his

successors and representatives should bring into their own use all
kinds of usufructs produce and income therefrom. Now neither

neither the executant nor his heirs and representatives has
(or have) nor shall have in future any right title or claim or

concern in respect of the same. I have sold all my rights to
the holder of the deed along with the said land and have made him

the...

Stamp 14.50P.

No. 4449

(10)

Executed by:- Ram Naresh Prashad Singh, son of Babu Raghunath Prasad Singh, deceased, by caste Brahmin, Bhumihaar, occupation cultivation and service. Resident of Bhadani Nagar. P. S. Ramgarh Pt. Hazaribagh.

Executed in favour of :- Indo Asahi Glass Factory Ltd. Bhadani Nagar, P. O. Bhadani Nagar P. S. Ramgarh, Dt. Hazaribagh.

Nature of deed- Deed of Sale

Value - In all 560/- five hundred sixty
Rupees in Cas-h

Property - Tand Zamin, measuring 8 x 50¹/₂ fifty decima-l with permanent Ryati Rights purchased and situate at Village Malkama Thana No. 49 P. S. Ramgarh Bargarha, Palani, S-sub-Registry Gola. Dt. Registry and Dt. Hazaribagh Khata No. 27 Khewat No. 1 included therein. Touzi No. 28, Out of plot No. 15 area 50 fifty decimal. On the north Plot No. 6 S- Nulla, Plot No. 40 and 18 E- Plot No. 6 and 16 and 18 W - one portion of (the land) purchased by Sri Surendra Nath Jha, which has been this day purchased by the said Factory.

It is provided that the said land, by virtue of a registered deed of sale of Gola, dated 27 - 3 - 62 A. D. being deed No. 1429 written (executed ?) by Hari Nanda n Dubey, belongs to the executant in Khas (possession) and he has been in occupation thereof. This day for urgent necessities the executant has sold the aforesaid land to the holder of the deed by receiving the price of 560/- five hundred sixty rupees in cas h and has delivered possession in his stead. By being and remaining in permanent possession and occupation of the sold property, and by cultivating or causing (the same) to be cultivated or causing (the same) to be cultivated, or by effecting all changes the purchaser should bring into his own use all kinds of produce

and..

Executants: (1) Sekh ^Hadis Mian and (2) Sekh Sadiq Miansons of Mithu Mian, deceased, by Caste Ansari, occupation cultivation, residents of Village Lapanga, Pargana Palani, P.S. Ramgarh, Dt. Hazaribagh.

Executed in favour of:- Indo Asahi Glass Co. Ltd. of Village Lapanga, Pargana Palani, P.S. Ramgarh, Dt. Hazaribagh.

Nature of document: Deed of absolute Sale. Amount of consideration Rs.744/- Seven hundred and forty four rupees only, The half whereof is 372/- three hundred seven-ty two rupees.

Property: Tend land measuring 93 nintythree decimal with permanent Ryati rights situate at village Lapanga, Pargana Palani, P.S. Ramgarh, Sub-Registry Gola, Dt. Registry and Dt. Hazaribagh, Thana No. 56 Khata No.29, Touzi No.28, Khewat No.1 in my own share. Plot No. 26; Area of Kari Mati 2, is 93 decimal - N. Lodhar Bediya, S. Lodhar Bediya, E. Gujra Bediya W. Leda Mian, within the Zamindary of the Bihar Government Anchal Rangarh, Annual Rent -/8/- eight annas by paying the same the holder of the ~~xxxx~~ document shall obtain receipt in his own name.

It is provided that the Parcha of the said land has been entered in the name of Mithu ^{Mian} ~~Mian~~, the further of the executants and also remains entered in the names of other co-shares. Those ~~prxx~~ people are dead. The executants are the owners of the property, and are in possession and occupation of the same all along; and the same is free from and clear of all kinds of encumbrances. For the purpose of meeting proper house-hold expenses, money is badly needed and there can be no means of getting money other than settling the land. Therefore of our own accord we have sold the said land this day to the holder of the deed for the price of 744/- seven hundred and forty-four rupees and have executed a deed of sale. Now, by being and remaining in possession and occupation of the land sold, by cultivating the same according to his ^{best} ~~meet~~

will, ...