

BIHAR

INDIA

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SIX RUPEES

भारत

SIX RUPEES

for reference Rs. 125.85 In. Rupees 87.6.00

23 नवंबर 1956

Nov 15.75  
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m/b 14.50  
m/c 8.40  
50.40 ✓

22/11/56

22/11/56

This indenture made this third day of November one thousand nine hundred sixty five 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 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 not repugnant to the context shall include its successors and assigns) of the other Part.

Whereas by the agreement dated the 24th day of July One thousand Nine hundred fifty eight 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 have a railway siding 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 (hereinafter called "the said Act"), IT WAS INTERALIA agreed and declared that the Company should provide for payment to the Government and reimburse the Government in the manner therein mentioned the entire cost of acquiring 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



2:-

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 pages 2360-2362 of the Bihar Gazette dated, the 13th Aug. 58 under notification No. B/L-11 Haz-59/58-8098 dated, the 30.7.58.

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. 44 of 1958-59.

And whereas on the thirteenth day of September one thousand Nine hundred and sixtyone the possession of the said acquired land was given by the State Government to the Company which paid to the State Government the sum of Rs. 125.65 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 I hereto.

Now this indenture witnesseth that in pursuance of the Acquisition Agreement and of the premises and consideration of the sum of Rs. 125.65 paid by the Company to the State Government (the receipt whereof of the Governor both hereby acknowledge) the Governor doth hereby grant, convey and transfer unto the Company all those lands described in 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 appurtenances unto 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 covenants with the State Government at all times hereafter to observe and perform the conditions and covenants set forth in Schedule II hereto.



SCHEDULE I

Name of Village - Lapanga.  
 Name of Pargana - Palani.  
 Name of Thana - Ramgarh, Thana No. 56.  
 Name of district: - Hazaribagh.  
 Plot No. Part of Plot No. 360 Area 0.16 acres  
 Boundaries:-  
 North: By S.P.No. 358  
 South: By S.P.No. 361 and Railway Boundry.  
 East: By Portion of S.P.No. 360.  
 West: By portion of S.P.No. 360.

SCHEDULE II

The necessary construction of the house buildings and installation connected with the Glass Factory and various structures, etc. etc. for the said purpose shall be commenced immediately on such transfer being completed and shall be completed and rendered fit for use within a period not exceeding three years from the date of the said transfer; provided that where the State Government is satisfied after such enquiry as it may deem necessary that the Company was prevented by reasons beyond its control from erecting, providing, constructing or executing dwelling houses or amenities or any building or work within the specified time, the State Government may extend the time for the purpose by a period not exceeding one year at a time and the total period of extension shall not exceed three years.

It at any time or times any part or parts of the said land shall be necessary to be possessed by the State Government for purposes connected with the administration of the State or for other public purposes (of which matter the State Government shall be the sole judge), the Company shall on being thereunto required by the State Government transfer to the Governor such part or parts of the said land as the State Government shall specify to be necessary for the purposes aforesaid and in consideration of such transfer, the State Government shall pay to the Company a sum proportionate or equal as the case may be to the amount of the compensation awarded under the said Act and paid by the Company in respect of the land the subject of the transfer upon the acquisition thereof the Company including the amount awarded in respect thereof under section 23(2) of the said Act together with compensation for the buildings and other structures erected on such part or parts at a valuation to be determined by the Deputy Commissioner, Hazaribagh. An appeal from the decision of the



Deputy Commissioner, Hazaribagh shall be to the Commissioner of the North Chotanagpur Division and the decision of the Deputy Commissioner, Hazaribagh or where an appeal has been preferred against such decision, the decision of the Commissioner determining such valuation as aforesaid shall be final conclusive and binding on the Company.

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

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 regulations of the Company.

That the Company shall train in their factory such number of residents of the State of Bihar as may be deputed from time to time by the Director of Industries, Bihar in consultation with the Company. The said Director will however assess the number of trainees that can be deputed to the factory for training in consultation 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 make an order of declaring the transfer of the land to the Company as null and void whereupon the land shall revert back to the State Government and an amount not exceeding one-fourth of the amount paid by the Company to the State Government as the cost of acquisition under clause (1) of section 41 of the Act shall be forfeited to the State Government as damages and the balance shall be refunded to the Company and the order so made shall be final and binding on the Company.

The State Government shall, however, offer to the Company as opportunity of being heard in the matter before passing an order as aforesaid.

If the Company utilises only a portion of the land for the purpose for which it was acquired and the State Government is satisfied that the Company can continue to utilise the portion of the

*H. S. N.*  
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land used by it even if the unutilised part thereof is resumed, the State Government may make an order declaring the transfer of the land with respect to the unutilised portion thereof as null and void where upon such unutilised portion shall revert back to the State Government and shall direct that an amount not exceeding one fourth of such portion of the amount paid by the Company as cost of the acquisition under clause (1) of section 41 of the Act as is relateable to the unutilised portion, shall be forfeited to the State Government as damages and that balance of that portion shall be refunded to the Company and the order to made shall be final and binding subject to the condition that where there is any dispute with regard to the amount relatable to unutilised portion of the land, such dispute shall be referred to the court within whose jurisdiction the land or any part thereof is situated, and the decision of that court thereon shall be final.

The State Government shall however offer to the Company an opportunity of being heard in the matter before passing an order as aforesaid.

Where a Company for which land has been acquired under the Act applies for the previous sanction of the appropriate Government for the transfer of that land or any part thereof by sale, gift, lease or otherwise, no such sanction shall be given unless.

- (i) the proposed transfer of land along with dwelling houses, amenities, buildings or work, if any, is to some other Company or where the Company is a Co-operative Society, such transfer is to any or all of its members, or
- (ii) where the land has been acquired solely for the erection of dwelling houses for workmen employed by the Company, the proposed transfer of the land along with dwelling houses, if any, is to such workmen or their dependent heirs;

Provided that before giving any such sanction the appropriate Government shall consult the Committee.

In the even of re-entry by the State Government under clause 10 and 11 the Company shall be entitled to remove within six months from the date of such entry all buildings, structures, installation, machinery and other assets in the said land.

Subject to the provisions contained in the foregoing clauses should any dispute or difference arise touching or concerning the subject matter of this agreement or any covenant or clause

*J. S. S. 21/11/21*



nothing herein contained other than dispute or difference as to the valuation of the buildings, determined or to be determined under the provision of clause 3 the same shall be referred to the State Government, and the decision of the State Government, in 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 hereto been affixed and these presents signed :

The Indo-Asahi Glass Co., Ltd.

Witness : (1)

*K. Misumi*

(K. MISUMI)

Project & Finance Director.

(2)

For THE INDO-ASAHI GLASS CO., LTD.

*[Signature]*  
Director

For THE INDO-ASAHI GLASS CO., LTD.

*[Signature]*  
Director & Secretary

IN WITNESS WHEREOF the hand of Shri 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.

Witness :

(1) *Kachhu Singh, Asst. Secy, Revenue and Dist. Refrm. Dept*

(2) *Prakash Prasad, Asst. Secy, Revenue & Dist. Refrm. Dept*

*[Signature]*  
31/1/76  
Secretary to Government,  
for and on behalf of the Governor of Bihar