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This indenture made this seventeenth day of November one thousand nine hundred ^{two} ~~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-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 10th day of May 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 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

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श्री. शिवाजी. मंदिर
पुणे. जिल्हा. कार्यालय
श्री. राज. शिवाजी. मंदिर
पुणे. जिल्हा. कार्यालय

Mankhale
Head Clerk
D. A. Office
Mazgaon
4.1.1973

रु. 100/-

श्री. शिवाजी. मंदिर

W 11/1/73
श्री. शिवाजी. मंदिर
पुणे. जिल्हा. कार्यालय

रु. 100/-
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श्री. शिवाजी. मंदिर

Mankhale

4.1.73

श्री. शिवाजी. मंदिर

रु. 100/-
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रु. 100/-



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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 pages 856-858 of the Bihar Gazette dated, the 6.6.62 under notification No. D.L.A-Haz-75/62-4294 R dated, the 17.5.62.

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.239 of 1959/60.

26 / And whereas on the fourteenth day of August one thousand Nine hundred and sixtythree 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.1173.85 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.1173.85 paid by the Company to the State Government (the receipt whereof of the Governor doth hereby acknowledge) the Governor do hereby grant, convey and transfer unto the Company all those lands described in Schedule I hereto and delineated in the

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the transaction of their business with the Company.

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Surendra Nath. The

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Indo H Shift 9/1/23

Company Ltd.

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-:- Surendra Nath -
4.6.1973

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26/03/2021

के जिन्हें मैं प्यार करता हूँ पहचानना है - 4/12/2020

पिता का नाम 9/6/2020 सदा

ते का है जिनका निवास स्थान पूरा है

प्रावेज

R. K. Sinha

विस्थापन वर्गका पुराने कार पंजीकृत नाला ५४.५.५३



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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 upto 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 - Ladi
 Name of Pargana - Palani.
 Name of Thana - Ramgarh.
 Name of district - Hazaribagh.
 Plot No. 43
 Area 0.70 Acre. ✓

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the transaction of their business with the Company.

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BOUNDARIES.

- | | | |
|-------|---|---------------------------------------|
| North | - | By survey plots Nos. 42, 19 and 41 |
| East | - | By survey plots Nos. 40 and 41. |
| South | - | By S.P.No. 43 (Railway land) |
| West | - | By survey plots Nos. 15 (Nala) and 42 |

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 compensa-

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the transaction of their business with the Company.

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tion 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 Commissioner of Hazaribagh or where an appeal has been preferred against such decision the decision of the Commissioner or where a petition for revision has been filed against the order of the Commissioner the decision of the State Government determining such valuation as aforesaid shall be final, conclusive and binding on the Company.

If at any time the said land or any part or parts, thereof shall no longer be required by the Company for the works

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the transaction of their business with the Company.

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and purposes set forth in the preamble hereof the Company shall, if desirous of selling or assigning the said land or such part of parts thereof as aforesaid, first offer the same to the State Government at a price equal to the amount of compensation awarded under the said Act and paid by the Company in respect of the land so intended to be sold 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 such of the buildings erected on the part or parts thereof as the Company does not wish to remove within three months of acceptance of the Company's offer by the State Government and the proportionate cost of development thereof at a value to be determined by the Deputy Commissioner of Hazaribagh and shall not make any offer, sale or assignment thereof to any other party until such offer shall have been declined by the State Government. An appeal from the decision of the Deputy Commissioner of Hazaribagh shall lie to the Commissioner of the Chotonagpur 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 Commissioner of 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.

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 cease 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 where 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 covenant 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 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)

(2)
THE INDO-ASAHI GLASS CO., LTD.


Accounts Manager.


Secretary.

Seal
For and on Behalf of the
THE INDO-ASAHI GLASS CO. LTD.


Managing Director.

IN WITNESS WHEREOF the hand of Shri Newas Rao Adige
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 your
first above written.

(N.R. H.V. 162)

Adige 17th Nov 1972
Secretary to Government, Rev. Dept.
for and on Behalf of the Governor of Bihar

Witness: (1)

Ganesh Prasad.
17. 11. 72

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

(2)

Ram Sharan Verma

U.D. Assistant

D.L.A., Bihar, Patna.