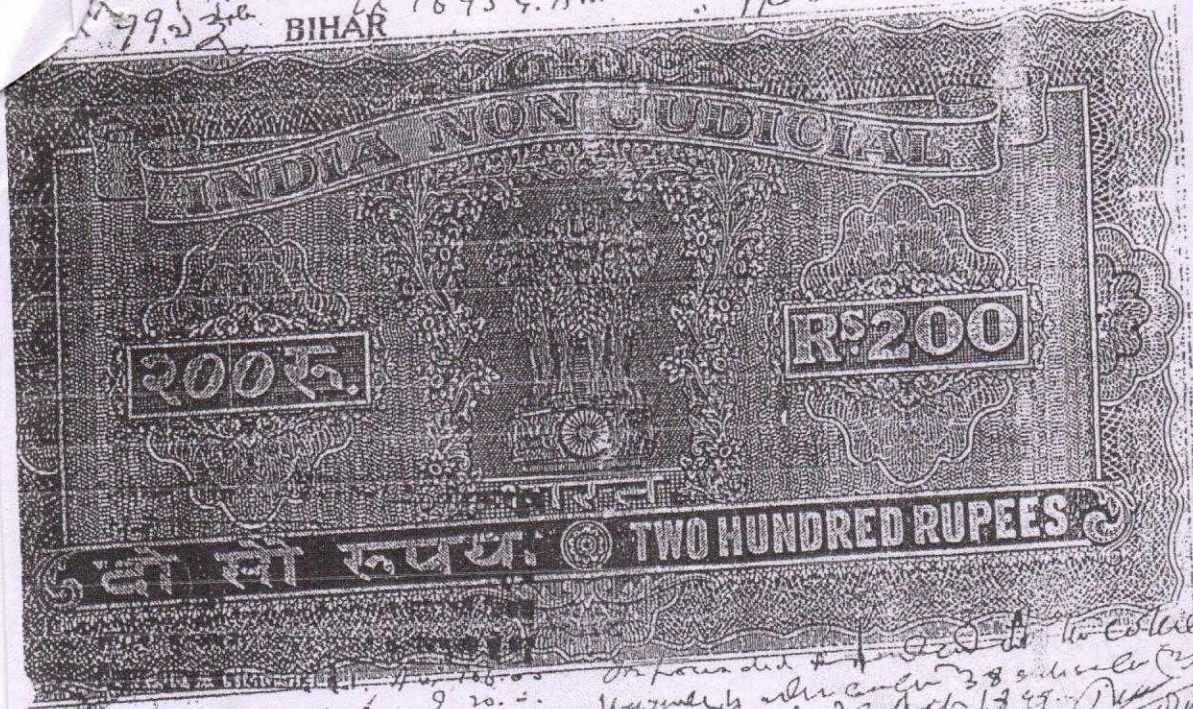


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9953 BIHAR 16954.1500

9766 2000



July 10th 1954
 This Indenture made this 10th day of July 1954 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 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 under 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 Government in the manner therein mentioned the entire cost of acquiring



-:2:-

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 firtynine 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. 16,800.00~~ ^{Rs. 16,954.15} NP 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. 16,954.15} ~~Rs. 16,800.00~~ NP 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

Hazaribagh.

Block.	Covering Survey Plot Nos.	Area.	Boundary.
"A"	209 223, 290, 291, 319, 303, 322, 323, 324, 325, 326, 327, 328, 329, 312, 313, 341, 316, 317, 315, 314, 304, 321, 295, 297, 289, 296, 302 and parts of 292, 337 and 330.	23.57½ acres.	On the North by a Nala Plot Nos. 29, 288, 296, 285, and 292. On the East by Plot Nos. 285, 292, 260, 285, 306, 305, 318, 309 and 311. On the South by Plot Nos. 343, 342, 340, 339, 338, 331, 337 and 330. On the West by Nala Plot Nos. 29, 29A, 299, 300, 301 and village Boundary of village Ladi.
"B"	347, 348 and parts of 344, 345, 346 and 339.	3.12 acres.	On the North by Plot Nos. 339, 346, 345 and 344. On the East by Plot Nos. 353, 349 and 350. On the South by Plot Nos. 350 and 355. On the West by Plot No. 338.
"C"	358, 359, 336 and parts of 357, 360, 356, 361, 357/1, and 357/2.	4.28 acres.	On the North by Plot Nos. 355, 350, and 338. On the East by Plot Nos. 362, 360 and 361. On the South by Plot Nos. 360, 361, 375 and 335. On the West by Plot Nos. 356, 357 and 338.

<u>Block.</u>	<u>Covering Survey Plots Nos.</u>	<u>Area.</u>	<u>Boundary.</u>
"D"	689 and 690	1.30 acres.	On the North by Plots Nos. 701, 703 and 704. On the East by Nala Plot No. 706. On the South by Nala Plot Nos. 706 and 688. On the West by Plot No. 691.

Total Area 32.275 acres.

3. ALL THOSE messuages parcel of land hereditaments and premises partly covered with water being a Nulla containing an area of 3.7 acres more or less in Gair Mazura Khas Partinala in Village Lapunga Thana No. 56 Ramgarh, Pargana Palani Plot No. 706 Khata No. 47 Khewat No. 2 in the District of Hazaribagh indicated in the Cadastral Survey Plan as Nulla Sub-Registration District Gola, Registration District Hazaribagh together with a newly constructed Dam thereon.

4. ALL THOSE several pieces or parcels of land containing a total area of ~~12.23~~ ^{11.31} acres and comprising the undermentioned blocks, being parts of Survey Plot Nos. 337, 330, 331, 333, 334, 335, 375, 377, 339, 346, 345, 344 & 688 and entirety of Survey Plot Nos. 299, 298, 301, 300, 278, 286, 287, 288, 305 and 318 ³⁴⁹ situate in Village Lapunga Thana No. 56 Ramgarh Pargana Palani Sub-Registration District Gola, Registration District Hazaribagh.

BLOCK "A",

Covering Survey Plot Nos. Parts of 337, 330, 331, 333, 334, 335, 375 and 377.

Area 3.82 acres.

North by portion of R.S. Plot Nos. 337, 336 and 361.
East by portion of R.S. Plot Nos. 338, 336, 375, 377, 334 & 333.
South by railway boundary.
West by R.S. Plot Nos. 323, 329, 330 and 327.

BLOCK "B".

Covering Survey Plot Nos. 299, 298,
301 and 300.

Area 1.53 acres.

North by Nala, Plot No. 29.
East by R.S. Plot Nos. 297 and 302.
South by R.S. Plot No. 321 and Nala Plot No. 29
West by Nala Plot No. 29.

BLOCK "C".

Covering Survey Plot Nos. 278, 286,
287 and 288.

Area 1.53 acres.

North - By R. S. Plot Nos. 276 and 277.
East - By R. S. Plot Nos. 279, 285 and 290.
South - By R. S. Plot No. 289.
West - By Nala Plot No. 29.

BLOCK "D".

Covering Survey Plot Nos. 305 and 318.

Area 0.35 acres.

North - By R. S. Plot No. 292.
East - By R. S. Plot Nos. 306 and 309.
South - By R. S. Plot No. 317.
West - By R. S. Plot Nos. 304 and 319.

BLOCK "E".

Covering Survey Plot Nos. Parts of
339, 346, 345 and 344.

Area .76 acre.

North - By R. S. Plots Nos. 340, 342, 343 and 350.
East - By R. S. Plot No. 350 and 344.
South - By portion of R. S. Plot Nos. 339, 346,
345 and 344.
West - By portion of R. S. Plot Nos. 319 and 338.

BLOCK "F".

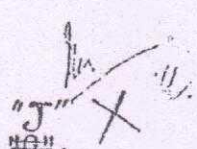
Covering Survey Plot No. 349.

Area 0.18 acre.

North - By R. S. Plot No. 344.
East - By R. S. Plot No. 350.
South - By R. S. Plot Nos. 353 and 348.
West - By portion of R. S. Plot Nos. 345 and 348.

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"J"
BLOCK "G".


BLOCK "J" No. 11.

Covering part of Survey Plot No. 688.

Area .09 acre.

North by R. S. Plot No. 689

East by portion of R. S. Plot No. 689 and Nala Plot No. 706

South by R. S. Plot No. 687 and portion of Nala
Plot No. 706

West by portion of R. S. Plot Nos. 688 and 687.

5. The right of way of the Company over and along
the several plots of lands being Plot Nos. 1, 5, 8, 9, 10,
14, 15, 16, 17, 46, 164, 165, 199, 200, 258 and 292 of Mouza
Lapanga aforesaid and along the road showing in the
plan annexed to the Deed dated the 12th June, 1952 leading

from

from the public road to the factory of the Company. The right is granted in perpetuity and an yearly rent of Rs. 450 is payable.

6. Leasehold interest of the Company in all that piece or parcel of land and tank containing an area of 1 acre more or less Gaimajura Khas tenure situate in Mouza Lapunga, Pergana Palani Thana Ramgarh No. 56, Sub-Registration Office Gola in the District of Hazaribagh Registration Office Hazaribagh together with the right to uninterrupted use of water from the tank and the pipe lines leading thereto, together with the right of installing pumps laying down pipes, drains electric cables over and along the various pieces or parcels of land being Plot Nos. 5, 6, 24, 36, 37, 39, 40, 276, 277, 278 and 286 described in dated 12th June 1952. Lease is for 7 years from 1st June 1952 at a rent of Rs. 5/- per month.

LIST