

92268 BIHAR

92268 100 Rs.

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 This Indenture made this 16th day of July one thousand nine hundred seventy 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 11th day of May, one thousand nine hundred sixty six 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 quarters for staff and workers for the Company 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 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 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

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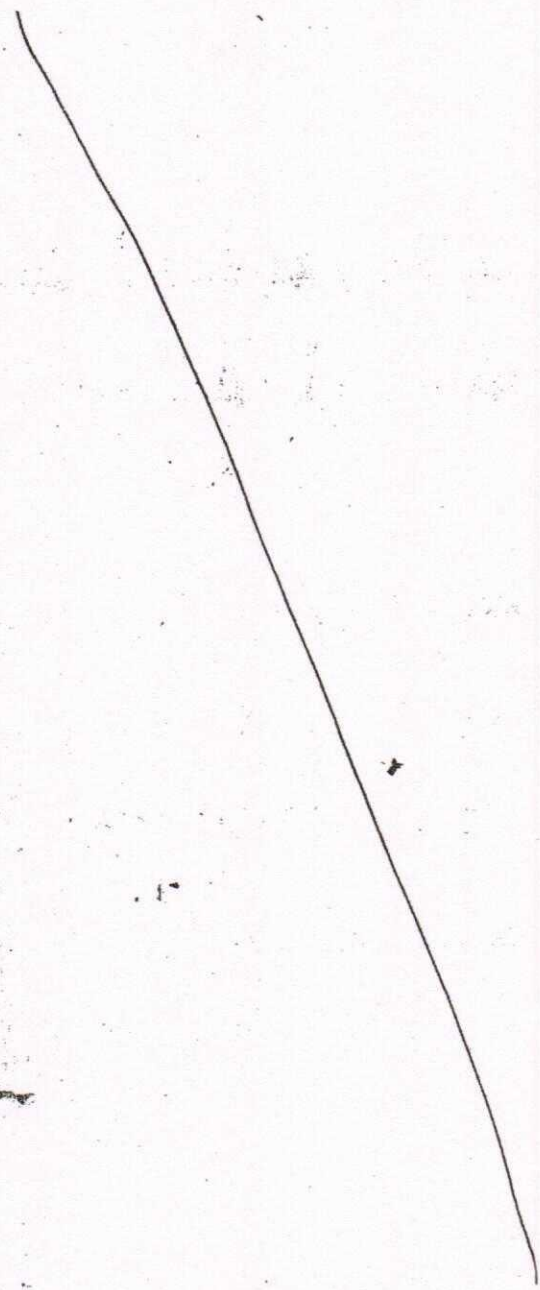


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भारत

FIFTY NAYE PAISE





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1. That the grantee shall not use the land hereby demised or any part thereof for any purpose other than the specific purpose for which the land is granted, namely, for construction of staff quarters.
2. That should the land or any part thereof be at any time required by the Government of Bihar for any purpose declared by Government to be a public purpose, the grantor shall be entitled to resume the land or such part thereof and on giving six month's notice in writing may, through any officer or person authorised by Government in that behalf, re-enter and take possession of the said land or part thereof and of all buildings and structures thereon :

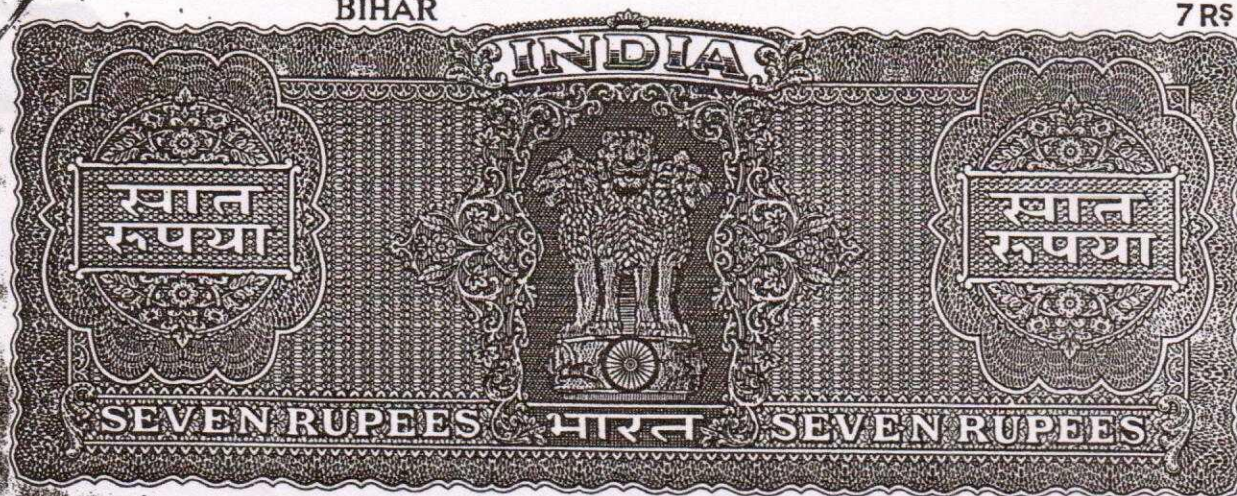
Provided that in the case of such re-entry, the grantee shall be entitled to compensation for buildings or other structures erected by them with the previous sanction in writing of the Collector, on the land demised the amount of such compensation shall be fixed by the Collector of the district, and shall not exceed the amount (if any) paid to the grantor for this grant plus the cost or the present value of buildings and other structures, whichever shall be less. Provided always that in the case of any dispute as to the amount of compensation fixed by the Collector, the grantee shall be entitled to appeal to the Commissioner of the Division whose decision " shall be final, conclusive and binding on the parties.

3. That the grantee shall receive the produce of all trees on the said lands but shall not remove, cut or injure trees not planted by the grantee without the permission of the Collector of the district and then so far only as may be necessary for the use of the land for the public purpose aforesaid.



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4. That the grantee shall mark and keep marked the boundaries of the said lands and point them out when so required by the Collector of the district.
5. That the grantee shall not make or permit to be made any buildings or works on or under the said lands without the previous sanction in writing of the Collector of the district.
6. That the grantee shall not add to or remove the soil of the said lands except so far as may be necessary for the purpose aforesaid.
- 28 // 7. That the grantee shall not part with or transfer the possession of the said lands or any portion thereof except as authorised by statute or by the granter in writing.
8. That in the event of any breach or non-observance of any of the conditions, 3, 4 and 6 of these conditions, in addition to or in lieu of any other remedy to which the grantor may be entitled the grantee shall be liable to pay to the grantor, in lieu of damages, such sum not exceeding Rs.50 as may be fixed in each case by the Collector of the district for such breach or non-observance.
9. That on breach of non-observance of any of the conditions 1, 3 or 7 of this agreement, the grantor may declare that the lease has determined, and that on the expiry of one month from the date of such order, the Collector or any officer or person appointed in that behalf by the grantor shall be entitled to re-enter and take khas possession of the land hereby demised and of the buildings and other structures erected thereon.



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Provided that in the case the land is so resumed, the grantee shall not be entitled to any compensation whatsoever for the land or for the buildings or other structures erected by them on the land, but they will be at liberty to remove the materials of any such buildings or structures within a month from the date of the determination of the lease failing which they shall cease to have any right to such buildings or structures or the materials thereof.

10. That on the question of a breach of non-observance of any of the terms or conditions of this agreement, the Collector shall be the sole judge, and an order of the Collector declaring that there has been such a breach or non-observance as between the parties hereto.

The Schedule above referred to.

Village - Ladi ✓

Thana No. 53, Thana - Rangarh.

Pargana - Palani

District. - Hazaribagh

Plot No. - 12, Khata (No. 44, Area 2.56 acres. ✓)

Surrounded on

North - By survey Plot Nos 11 and 13.

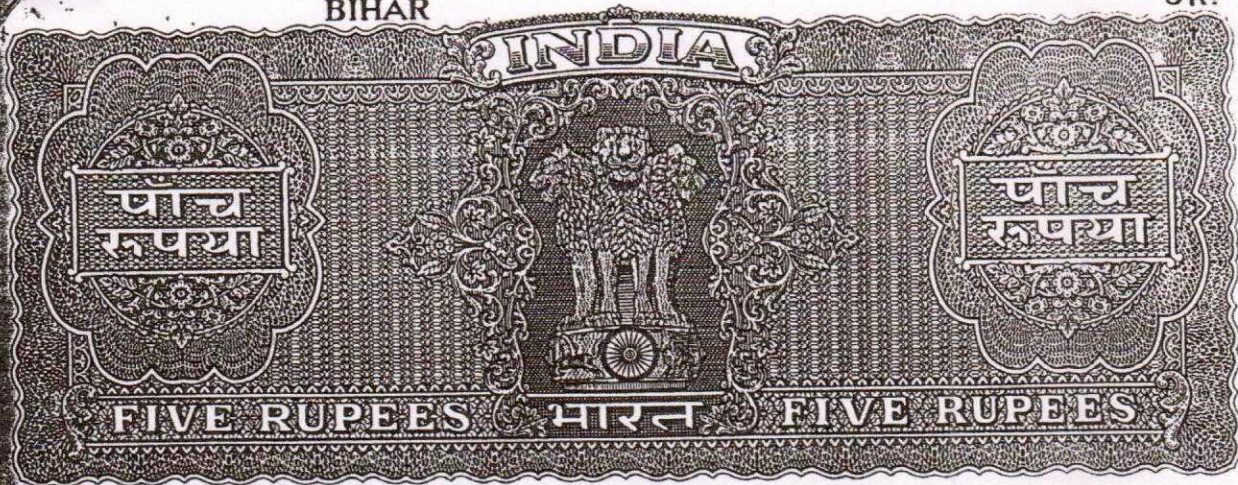
South - By Nala, Plot No. 15.

East. - By Nala, Plot No. 15.

West - By the Village boundary of village Matkama.

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*Signed by *Udanga*
The Deputy Commissioner of
Hazaribagh District acting
in the premises for and on
behalf of the Governor of Bihar
in the presence of

Witness.

THE INDO-ASAHI GLASS CO., LTD.

Signed by the grantee in the
presence of (1) Mr. P.N. Roy, Director
& (2) Mr. R. Gupta, Accountant

Raghu Rajan
Managing Director.

Witness.

THE INDO-ASAHI GLASS CO., LTD.

R. Gupta
Accountant

P.N. Roy
Director.