

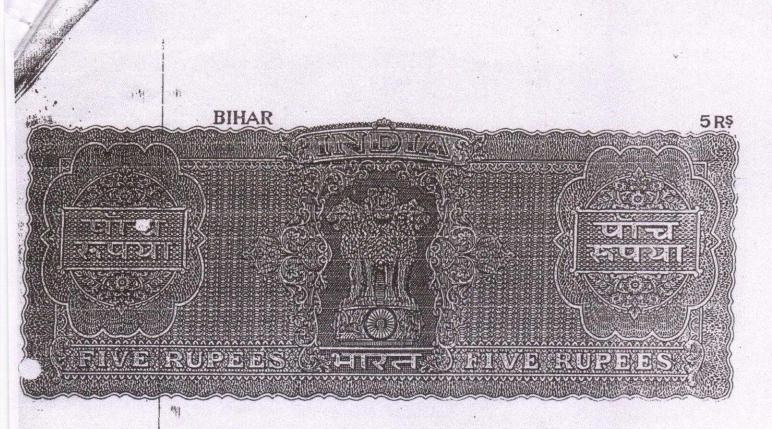
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tion awarded under the said Act and paid by the Company in respect of the part or parts of the land the subject of the transfer upon the acquisition thereof for the company including the amount awarded in respect thereof under section 23(2) of the 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 Commissionwof 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 degarding 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.

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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

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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 cless as hereinbefore paid and the State Government hereby covenents 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.

SCHE DULE I

Name of Village - Ladi

21 5/1 LE 9/2030 किन्हें में न्यपं यनन गरं पहत्रानता है भारति का कारता जिनकी पर्मान जिनका निवास स्थान ए न्यावेज क Relia Sinha के खाव हाजिर अपेर प्रतिक उनको प्रदेश जार यस्त्रसम् न तिक है प्रति प्रति के



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to west 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.

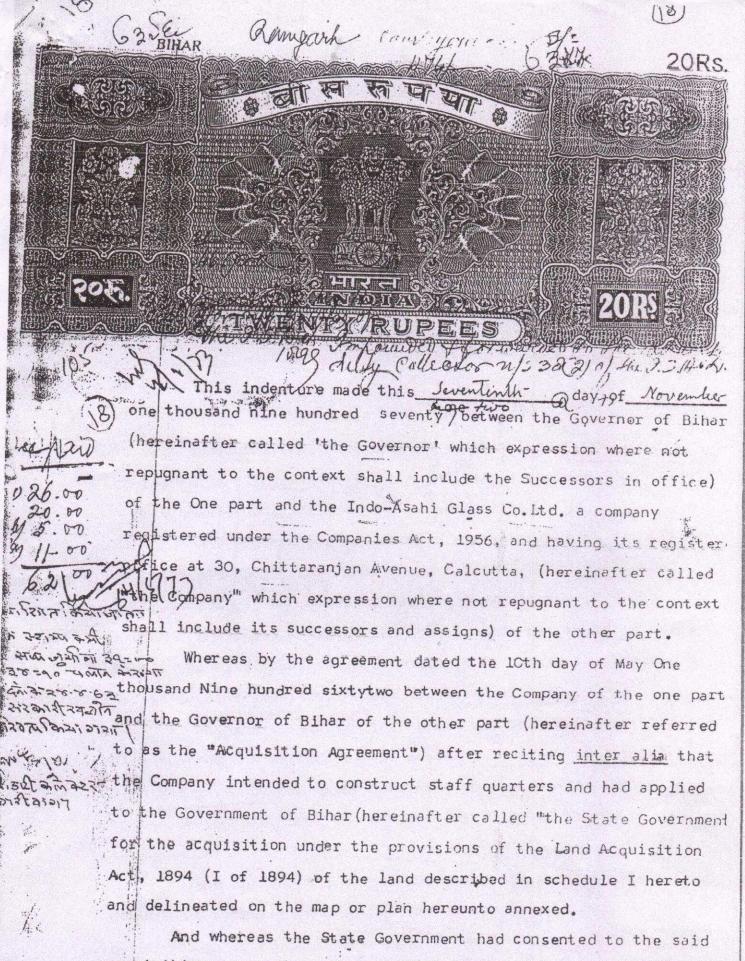
And whereas on the fourteenth day of August one thousand Nine hundred and sixtythree the possession of the said acquired land was given by the State Government to the Company which paid to the State Government the sum of Rs.1173.85 in charge of the said awards.

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

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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