



-:2:-

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. ✓

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

consideration of the



-:3:-

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

Pieces of land measuring 3.78 acres

Block (A) in village Lapanga, Pargana Palani,
Thana Ramgarh, Thana No. 56, Dist: Hazaribagh.
 Portion of Plot Nos 591, 593, 594, 607 and 608.

North:- By portion of plot No. 607, 608 and plot No. 619.

South:- By Nala plot No. 592.

East:- By Nala Plot No. 592.

West:- By portion of plot Nos. 591, 593, 594 and 607.

Block (B) in village Chikor, Pargana Chaingara,

Thana Ramgarh, Thana No. 52, Dist: Hazaribagh.

Portion of Plot Nos. 197, 189, 198, 190 and 191



-:4:-

North:- By portion of plot No.191

South:- By plot No.196

East:- By Nala Plot No.195

West:- By portion of plot Nos.191,190,189,198 and 197

Uln. Block (C) in village Sudi, Pargana Chaingara,
Thana Ramgarh, Thana No.63, Dist: Hazaribagh.
 Plot No.-9 (portion) -

North:- By portion of Plot No.9.

South:- By portion of plot No.9.

East:- By plot No.1.

West:- By Nala plot No.19.

Block (D) in village Sudi, Pargana Chaingara,
Thana Ramgarh, Thana No.63, Dist: Hazaribagh.
 Plot No.-9 (portion) -

North:- By portion of plot No.9

South:- By portion of plot No.9.

East:- By portion of plot No.9.

West:- Nala plot No.19.

Block (E) in village Sudi, Pargana Chaingara,
Thana Ramgarh, Thana No.63, Dist: Hazaribagh.
 Plot No.-21 (portion)

North:- By Nala Plot No.19

South:- By portion of plot No.21 and Plot No.24.

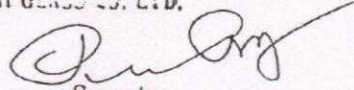
East:- By plot No.18 and 24

West:- By portion of plot No.21.

L. Uln.

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)


Secretary.

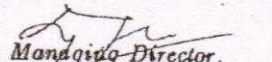
THE INDO-ASAHI GLASS CO., LTD.

(2)

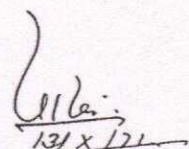

Accounts Manager

Seal
For and on behalf of the

THE INDO-ASAHI GLASS CO., LTD.



Managing Director.

IN WITNESS WHEREOF the hand of Shri Udai Narain Rai
Secretary to Government of Bihar, in the Revenue Department for
an on behalf of the Government of Bihar has been affixed on the
day and year first above written.

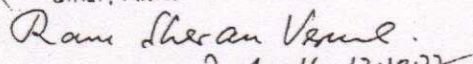

Secretary to Government, Rev. Dept.
for and on Behalf of the Governor of Bihar
Secretary

Revenue & Land Reforms Deptt.
Bihar, Patna.

Witness (1)


Section Officer 13. X. 72
Revenue (L. A.) Deptt
Bihar, Patna

(2)


u. D. Assst. 13.10.72
D. L. A. Bihar
Patna

BIHAR

INDIA

3R\$50nP



-:5:-

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.

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 in respect of the whole but shall not

-:7:-

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 INDIAN ALUMINUM CO. LTD

(26)
31/2/75

Government of Bihar
Revenue & Land Reforms Department,
(Directorate of Land Acquisition)

26
No. 9232/D.L.A.Haz-90/59.

From

Shri S. N. Biswas,
Joint Secretary to Government.

To

The Director & Secretary,
Indo-Asahi Glass Co. Ltd.,
30 Chittaranjan Avenue,
Calcutta-12.

Dated Patna, the 26 February, 1975.

Subject:- Permission for mortgaging lands acquired through
Land Acquisition Proceeding to Industrial Finance
Corporation of India as security against loan.

Sir,

I am directed to invite a reference to your letter dated the 14th February, 1975 on the above subject and to say that the State Government have been pleased to grant permission to M/S Indo Asahi Glass Co- Ltd, having its registered office at 30, Chittaranjan Avenue, Calcutta to mortgage 44.62 acres of land acquired for the Company by the State Government of Bihar so as to enable them to secure loan from the Industrial Finance Corporation of India, New Delhi, for the purpose of modernising its existing glass furnace at Bhurkunda in the district of Hazari bagh and to instal two sophisticated sheet glass drawing machines in replacement of the existing two machines.

The mortgage shall be subject to the terms and conditions of the deed of agreement as executed by the aforesaid Company under Section 41 of the Land Acquisition Act 1894, published in Bihar Gazette as detailed below:-

- I. For 0.16 acre by agreement dated the 24th day of July 1958
- II. For 3.78 acres by agreement dated the 30th day of July, 58.
- III. For 15.13 acres by agreement dated the 25th day of May, 1960.
- IV. For 0.70 acre by agreement dated the 10th day of May, 1962.
- V. For 24.54 acres by agreement dated the 21st day of Dec '62.
- VI. For 0.31 acre by agreement dated the 11th day of May, 1966.

Yours faithfully,

(S. N. Biswas)

Joint Secretary to Government.

-:6:-

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

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-NEAL G. CO. LTD.

Be it known that in the first sheet of this deed after the word "Asahi" in the seventh line the word "Glass" has been written (above the line) by the writer Lachmiprasad and the executant (No.1) has put his signature.

In Hazaribagh on the Twenty eighth day of the month of November - year One thousand nine hundred and fifty nine of Christ.

28-11-59.

Sig. Jagdeb Singh by own pen

Sig. Sukhdeb Singh by own pen.

Sig. Bissundeo Singh by own pen.

(on the right side of the margin of the 1st sheet)

Sig. Jagdeb Singh by own pen.

Sig. Sukhdeb Singh by own pen.

Witness- Sarju Prasad

Sig. Bissundeo Singh by own pen.

(Illegible)

Hazaribagh.

(on the right side of the margin of the 2nd sheet).

Sig. Jagdeb Singh by own pen.

Sig. Sukhdeb Singh by own pen.

Witness- Kanhaiyah Lall
of Mandar Kalan
at present Hazaribagh.

Sig. Bissundeo Singh by own pen.

(on the right margin of the 3rd sheet).

Witness- Chandhuri Sital Prasad,
clerk of (Illegible)

Sig. Jagdeb Singh by own pen

Sig. Sukhdeb Singh by own pen

at present of Hazaribagh. Sig. Bissundeo Singh by own pen

(on the margin of the 4th and last sheet).

(I) scribe and witness Lachmiprasad deedwriter, at present of Hazaribagh affirm that I have read over and explained the contents of this deed to the executants and the executants having accepted and admitted (the same) put their respective signatures,

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 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 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 determining such valuation as aforesaid shall be final, conclusive and binding on the Company.

The thumb impression of Sekh Suku and Mahendra Prasad Verma appear here.

The endorsement that the executant presented the document for Registration and he was identified by Mahendra Verma.

370G 48/59

Sig. Sukhdeb Singh by own pen.

371G, 48/59

Sig. Bissundeo Singh by own pen.

Ram Narain Pd. Singh

28.11.59.

Seal of
the Dist. Registrar (Initials)
Hazaribagh. 28/11.

(On the back of the 3rd sheet).

Seal of the
District Registrar (Initials)
Hazaribagh. 28/11.

(On the back of the 4th Sheet.)

Seal of the
District Registrar (Initials)
Hazaribagh. 28/11.

Seal of the
District Registrar
Hazaribagh.

Registered in Book
No. 1 Volume No. 77
Pages No. 35 to 37
as (illegible)
Being No. 8721
of the year 1959
Date 12.12.59.
(Signature in Hindi)
Registering office
12.12.59.

Certified to be a true and correct
English Translation of the annexed
Conveyance in Kaithi script marked
'G' and initialled and dated by me.

Senior Interpreter and Translator
High Court, O.S. Calcutta (Retired)

(Margin 1st sheet).

(T.I.) Meghan.

(T.I.) Alauddin

(T.I.) Saukat.

1. Sd/- Meghan Mian by the pen of Bhubaneswar Prasad Sinha, Sd/- Bhubaneswar Prasad Sinha, executant No.1 put his Thumb impression before me
9.9.60.

2. Sd/- Sekh Madin Main by the pen of Self.

3. Sd/- Mian Jan Mian by the pen of Self.

6. Sd/- Azmat Ali by the pen of Self.

Sd/- Alauddin Mia and Saukat Mia by the pen of Bhubaneswar Prasad Sinha.

Sd/- Bhubaneswar Prasad Sinha. Alauddin and Saukat put their Thumb impression before me.

Wit: Kailash Pati Pandeya. Bhadani Nagar by the pen of self. 9.9.60.

(Margin 2nd sheet)

Same as in the 1st Sheet, only the witness is different.

Wit: Pro Raghunandan Prasad of Gola, by the pen of self 9.9.60 A.D.

(Margin 3rd Sheet)

Same as in Sheet], but there is no witness.

(Margin 4th Sheet)

Same as in the 3rd Sheet.

(On back the 1st sheet).

No.2505. Dt. 9.9.60.

Stamp Vendor endorsement.

On 9.9.60 from 10-30 to 1-30 (Illegible) Gola (Illegible) Meghan Mian (Illegible) Leda Mian (Illegible) Lapanga P.S. Kanpurh,

St....

(5)

3334

Land purchased by the Indo-Asahi Glass Co. Ltd.
P.O. Bhadaninagar, from Meghan Mian s/o Late Leda Mian
and Mianjan Mian, Allauddin Mian, Ajmat ~~Mian~~ Ali and Soukat
Ali s/o Fekan Mian alias Abdul Wahid Mian by caste
Ansari of Village Lapanga, Pargana Palani, P.S. Ramgarh,
P.O. Bhadaninagar, Dist. Hazaribagh under Deed No. 3334
dated 9.9.60 registered at the Sub Registry Office at Gola.

<u>Khata No.</u>	<u>Plot No.</u>	<u>Area in</u> <u>acre</u>	<u>Total</u> <u>are</u>	<u>Price.</u>
18	17	1.195	1.275	1912.50 nP.
	21	0.08		

in Village Ladi Thana No. 53, P.S. Ramgarh, Pargana Palani,
Sub-Registry Office Gola, Dist. Hazaribagh under Khata No. 18
Khesra No. = and Touji No. 28.