

January 1962000 XXXXXXXX day of 30 lu ment made this outsand hime handred and sixtyone between the Governor of Biher beneither called "the grantor" of the one part and the Indo Ksahi Class company Ltd., a Company incorporated under the Companies Act 1956 and having its registered office at 30, Chittaranjan Avenue, 30 2-50 Calcutta and carrying on business at Lapanga, P. S. Ramgarh, Eub. Registry Gola, District Hazaribagh hereinafter called "the grantee" of the other part.

Whereas the gratee has applied to the grator for a grant of land to be used for a public purpose namely for construction of a dam for supply of water to the Indo-Asahi Glass Co.Ltd., which had been approved by the Government in favour of Messrs. Sodepore Glass Works Ltd., the assets of which were passed over to the Indo-Asahi Glass Co Ltd., by the Industrial Finance Corporation of India and subsequently approved vide Government in Revenue Department Memo No.7355R dated th 16th August 1961 and whereas the grantor has agreed to make over the grantee the lands de ibed in the schedule hereto and delineated on the map hereto annexed for the purpose aforesaid on a rent of Rs. 17.83 nP per annum and a salami at ten times the rental i.e. Rs. 178.28 nP (rupees one hundred seventyeight and naya paisa twentyeight only) for a period of 30 years with option of renewal at a rent not exceeding twice the rent payable at the time.

Now these presents witness and it is hereby agreed and declared that the said lands have been made over to or placed under the control of the grantee for the aforesaid public purpose only and



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as to vest absolutely in the Company subject to the conditions contained in clauses 4 to 14 (both inclusive); thereof, such clauses 4 to 14 thereof being set out in Schedule II hereto.

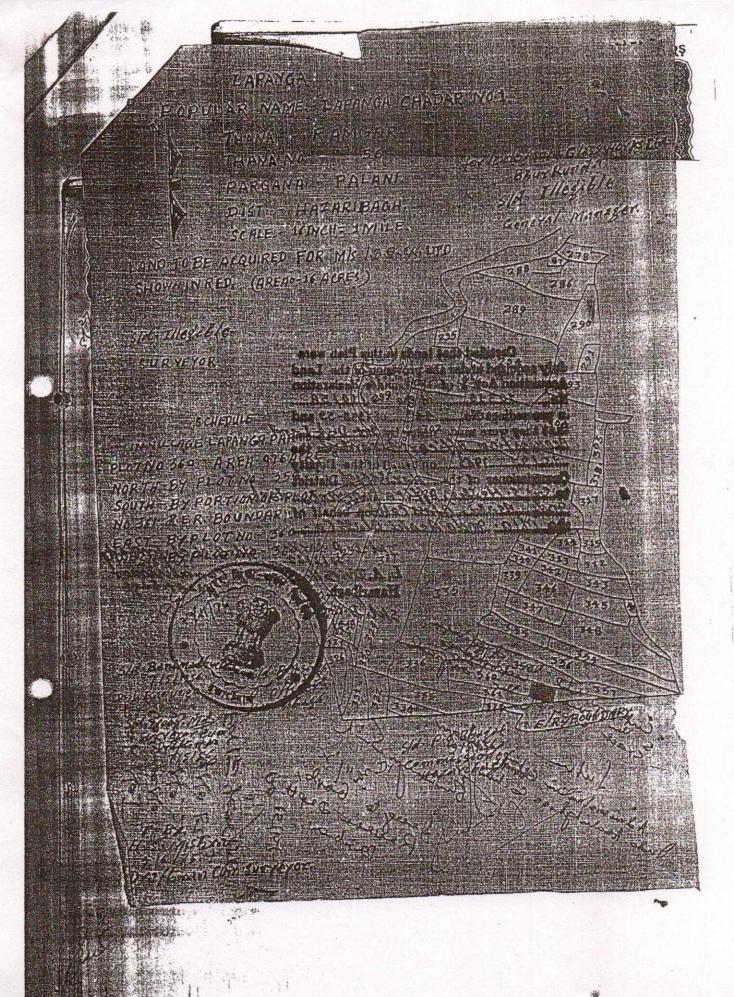
And whereas the Acquisition Agreement was duly published at pages 1431-1434 of Part II of the Bihar Gazette dated, the 15th June, 1966 under notification No.D.L.A.Haz-50/66-4833 dated the 18th May, 1966.

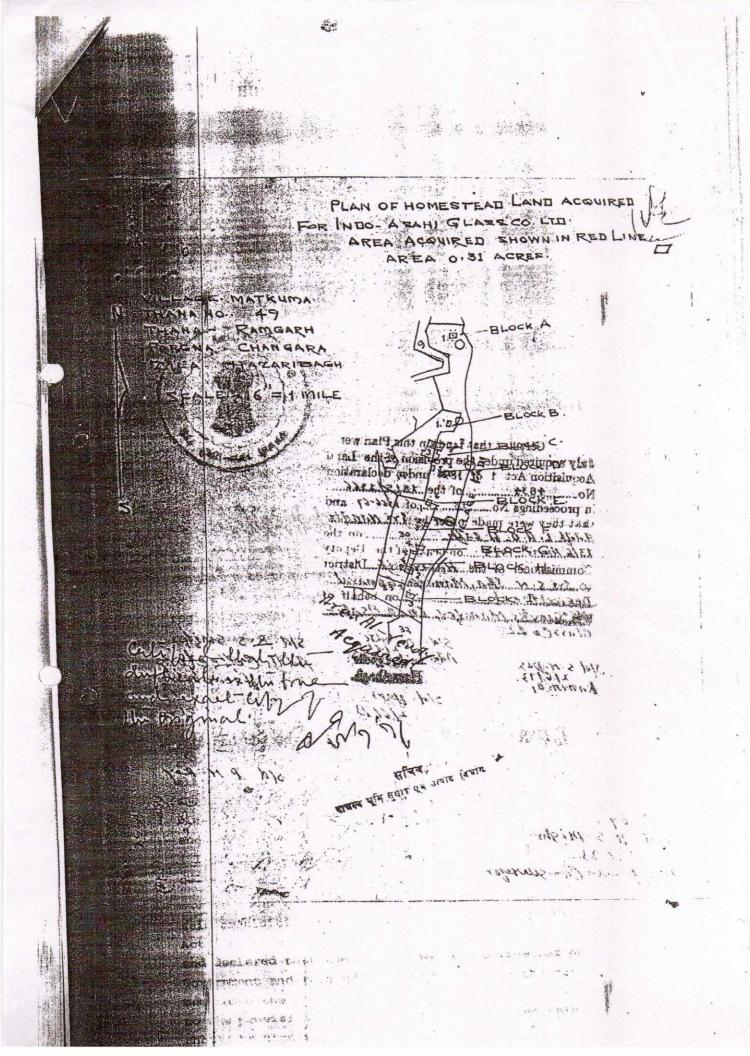
And whereas the Collector duly made his award in respect of all the said acquired lands which is described in Schedule I hereto in Land Acquisition Case No.12 of 66/67.

And whereas on the 13th day of April One thousand nine hundred and seventy three 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.7,273.93 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.7,273.93 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 these lands described in Schedule I hereto and delineated in the map or plan hereto annexed and thereon coloured red together with all thees, houses, ditches, fences, walls, 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





land used by it even if the unutilised part thereof is resumed, the State Government may make an order declaring the transfer of the land with respect to the unutilised portion thereof as null and void where mon such unutilised portion shall revert back to the State Government and shall direct that an amount not exceeding one fourth of such portion of the amount paid by the Company as cost of the acquisition under clause (1) of section 41 of the Act as is relateable to the unutilised portion; shall be forfeited to the State Government as damages and that balance of that portion shall be refunded to the Company and the order to made shall be final and binding subject to the condition that where there is any dispute with regard to the amount relatable to unutilised portion of the land, such dispute shall be referred to the court within whose jurisdiction the land or any part thereof is situated, and the decision of that court thereon shall be final.

The State Government shall however offer to the Company an opportunity of being heard in the matter before passing an order as aforesaid

Where a Company for which land has been acquired under the Act applies for the previous sanction of the appropriate Govern ment for the transfer of that land or any part thereof by sale, givtle lease or otherwise, no such sanction shall be given unless.

Chart

(i) the proposed transfer of land along with dwelling houses, amenities, buildings or work, if any, is to some other Company or where the Company is a Co-operative Society, such transfer is to any or all of its members, or (ii) where the land has been acquired solely for the erection of dwelling houses for workmen employed by the Company, the proposed transfer of the land along with dwelling houses, if any, is to such workmen or their dependent heirs

Provided that before giving any such sanction the appropriate Government shall consult the Committee.

In the even of re-entry by the State Government under clause 10 and 11 the Company shall be entitled to remove within six months from the date of such entry all buildings, structures, insta-Plation, machinery and other assets in the said land.

Subject to the provisions contained in the foregoing clauses should any dispute or difference arise touching or concerning the subject matter of this agreement or any covenant or clause

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The Indo-Asahi Glass Co., Ltd.

Manage # (1)

(K. MISUMI)

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For THE INDO-ASAHI GLASS CO., LID.

Director

For THE INDO-ASAHI GLASS CO. ATD

Mirecter & Secretary

Constitution of the consti

Devenue Reid date Reform Dept

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for and on behalf of the Governor of Bihar

assigning the said land or such part or parts thereof as aforestid, fir t offer the same to the State Government at a price equal to the sount dempedsation awarded under the said Act and paid by the Company in respect the land so intended to be sold upon the acquisition thereof for the Company including the amount awarded in respect thereof under section 20(2) (of the said Act together with compensation for such of the buildings rected on the part or parts thereof as the Company does not wish to remove 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 sany 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 essioner of the Chotanagpur Division and the Company shall have the right of filing a petition of revision before the State Government against any forder 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 the republic with the Company.

In the case of a breach by the Company of any of the terms and condtions 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.

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Should any dispute or difference arise touching or concerning the subject matter of this agreement dramy convenant or clause or thing herein contained other than dispute or difference as to the valuation of the contained other than dispute or parts of the land determined or to be only diagrams 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 determined to the State Government and the opinion and the decision of the referred to the State Government and the opinion and the decision of the said Government upon such dispute or difference shall be final and conclusion of binding on the parties hereto.

IN WITNESS WHEREOF the Common Seal of the Company has hereunto been affixed and the signessits signed.

Witness: (1)

(2) Cluby Secretary

THE INDO-ASAHI GLASS CO., LIMITED.

MANAGING DIRECTOR.

IN WITNESS WHEREOF the hand of Shri JV. N. TWARD, J. J. 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 year first above written.

tiness: (1) A. K. Worns "Assistant, R. Korns (2) Arrifer) di M. R.

(C. A. Sietia) Depl

Meson Who

Secretary to Government For and on Behalf of the Governor

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3700 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. Hegistrar Hazaribagh.

(Initials)

28/11.

(On the back of the 3rd sheet).

District Registrar (Initials) Seal of the

Hazaribagh.

28/11.

(On the back of the 4th Sheet.)

Seal of the District Registrar Hazaribagh

(Initials) 28/11.

Seal of the District Registrar Hazaribagh.

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

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

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

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.

Sig. Jagdeb 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.
Sig. Eissundeo Singh by own pen.

Witness- Sarju Prasad (Illegibe)

Hazaribagh.

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

Sig. Jagdeb Singh by own pen.
Sig. Sukhdab Singh by own pen.

Witness- Kanhaiyah Lall
of Mandar Kalan
at present Hazaribagh.
Sig. Bissundeo Singh by own pen.

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

Witness- Chaudhiri Sital Sig. Jagden Singh by own pen Prasad, clerk of (Fllegible) 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)

O) 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

Property:

Land measuring .93 ninety three decimals with Kayemi Rayati interest lying in Mauja Lapanga No.56 Pargana Palani, Thans Ramgarh, Subregistry Gola District Registry and District Hazaribagh which has been entered in Khata No. 2 at the time of Survey Settlement in the names of the father of the executants, and Madhu Singh and Sidhu Singh the paternal grandfather of the executants, but they died without leaving any son and the executants being established as the legal heirs in respect of the heritage left by the said deceased person have continued to be and are in possession and occupation of the land in the said Khata within Touzi No. 28 (of) Raj

.93 Decimals of land on the north side/of the total area of 1.03 decimal/guri (vacant)

of dohar

field in plot No. 292.

Whereof the four boundaries are (as follows) Northholding of Karu Bedia . South - Holding of the Buyers . East- Holding of the Hindusthan Coal Company Limited, West- Holding of the Buyers.

Particulars.

Whereas the executants have, for the purpose of the marriage expenses of executant No.2 own brother (of executant No.1). 370G 48/59

The Company of the Co

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er.

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 Hazaribagh.

(Initials)

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 Hazaribagh

(Initials) 28/11.

Seal of the District Registran 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 officer. 12.12.59.

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

Saral Kumar Jag Chands vi

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

30.5.60.

Property:

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Ramgarh.

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of dohar(?lowlywis) field in plot No.292

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Particulars.

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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 eight day of the month of November - year Cne 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.

Sig. Bissundeo Singh by own pen.

Witness- Sarju Prasad (Illegibe)

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11

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-Chaudhuri Sital Sig. Jagdeb Singh by own pen clerk of (Illegible) 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

The said Sri Madin Mian, the executant (Illegible) Identified by Sri Kailashpati Pandaya son of Shri Tribeni Pandaya.

(Illegible)

(T.I. Sd/- Sakh Madin Mian. 27.12.60

(T.I. Sd/- Kailash Pati Pandya 27.12.60.

any right title or claim or concern in respect thereof. Our entire rights have been sold to the holder of the deed along with the said land and have made him the owner in our place. By paying the nent as given below to the owner, the Government (the purchaser) shall obtain receipt in their own name. (We) have received the amount of consideration in cash. To this import, we have executed this deed of absolute sale so that it may be of use in times of reced.

Within the Zamindary of the Bihar Government Anchal Ramgarh.
Rent - In all 1/- one rupee.

Bt. the 16th sixteenth February, 1962 A.D. Place Cola.

Seribe and witness: - Pro Dineswar Prasad.

Village - Gola.

Read over and explained the document to the executants.

16 - 2- 62. A. D.

(Margin of the 1st Sheet)

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MAN.

G.

- (T.I.) Alauddin (1) Sd/- Mianjan Mian Dt. 16-2-62
 - (2) Sd/- S.K. Alauddin by the pen of Pro. Dineswar PraSad.
 - (3) Sd/- Azmat Ali.
 - (4) Sd/- Saukat Ali, 16 2 62

Sd/- Pro. Dineswar Pradad.

Alanddin put his thumb impression before me.

Wit. Mahendra Prasad Verma of Lapanga Dt. 16 - 2-62.

(Margins of the 2nd Sheet and the 3rd sheet.)

Same as in Sheet 1, but in sheet 2 the witness is Kuldipal Rai(?)

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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 momths 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 Chhotanagpur Division and the Company shall have the right of filing a petition of revision before the State Government against any order of the Commissioner resording valuation. The decision of the Deputy Commissioner of Hazaribach 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.

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The public will have such right of access to an use of the land accept it in part. 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 shell 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.

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 of Gola. Dt. 16 - 2- 62.

In the 3rd sheet there is no witness.

(Back of the 1st Sheet) No.3508. Dt. 16-2-62 (Stamp Vendors endorsements).

Rubber stamp endorsement.

Signatures and thumb impressions of Mia Jan and Alauddin appear.

Endorsement that this document was presented for Registration by the executants and they were identified by Mahendra Prasad Verma.

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 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 of 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 of assigning the said land or such part or 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 propertionate 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 t offer shall have been declined by the State Government. An appeal from the decision of the Deputy Commissioner of Hazaricagh shall

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Should any dispute or difference arise touching or concerning the subject matter of this Agreement or any covenent or clause or thing herein contained other than dispute or difference as to the valuation of the buildings or development of part of 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.

PLAN OF LAND ACQUIRED FOR SODEPUR GLASS WORKS LTD. AREA ACQUIRED - 3.78 ACRES AREA ACQUIRED BHOWN INRED IN VILLAGE LAPANGA - SHEET NO.1 THANA NO. 56 THANA RAM GARH, PART PLOT NO 607 608,591,593 VILLAGE SUDI-SHEET NO.1, THANANO.63 THANA RAMGARH, PART PLOT NO. 9, 21, 22 & 23. -114 VILLAGE CHIKORE, SHEET NO.1. THANA NO. 52 THANA RAMGARH, PART PLOT NO, 190, 191, 189, 198 & 197. SCALE . 1 = . 330 FT. 1111 591 589 19 9 590 190 191 195 189 24 LeB, 1 23 197 196 .186 Ü 12 THE INDO-ASAHI GLASS CO. LTD. Secretary Revenue & Land Robert Peptt. Managing Director Bibar. atna. MANAGING D artifally " IN DEPUTY COMMISSIONER, HAZARIBAGH. A. BAGA HAZARIBAGH. L.A. KANUNGO. HAZARIBAGH.

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IN WITNESS WHEREOF the Common Seal of the Company has hereunto been affixed and these presents signed, YEA THE INDO-ASAMI GLADO TO, LTD.

Witness - (1)

11

Secretary.

THE INDO-ASAHI GLASS CO., LTD.

(2)

Manager

Seal For and on behalf of the

THE INDO-ASAHI GLASS CO., LTD,

Managing Director

IN WITNESS WHEREOF the hand of Shri 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 Secretari

Witness (1)

(2)

Bection Officer

Revenue & Land Reforms Deptt. Bihar, tama.

Revenue (L. A.) Deptt

Bihar, Patna

Ram Sheran Verne.
4.2. ASSH. 13.10.77
D. L. A, Corty