

92848 BIHAR

92848 100 Rs.

33

INDIA NON JUDICIAL

१०० रु.

RS 100

एक सौ रुपया ONE HUNDRED RUPEES

23

Rs 162.75

Rs 21.00

9183.75

Rs 236.25

This Indenture made this twenty day of July one thousand nine hundred seventy six 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

OFFICE OF THE TREASURY OFFICER

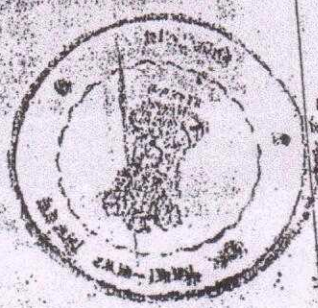
DUPLICATE
The Indo Asahi Glass Co Ltd

PO: Bhadani naga
Hazaribagh

Rs 225/-

Stamp Clerk, B.L. 25
Treasury, Hazaribagh

Manik Lal, Jt. Secy on behalf of
Hindustan Agri. Office, Hazaribagh
20.5.76



Hindustan Agri. Office
Hazaribagh

1	विशेष कर	एक	पड़वानता है
2	विशेष कर	एक	पड़वानता है
3	विशेष कर	एक	पड़वानता है
4	विशेष कर	एक	पड़वानता है
5	विशेष कर	एक	पड़वानता है
6	विशेष कर	एक	पड़वानता है
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8	विशेष कर	एक	पड़वानता है
9	विशेष कर	एक	पड़वानता है
10	विशेष कर	एक	पड़वानता है

Shri K. K. ...
Bijay Lal ...

Surendra Nath Jha
20.8.76
Bijay Lal ...
20.8.76

20/8/76



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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.

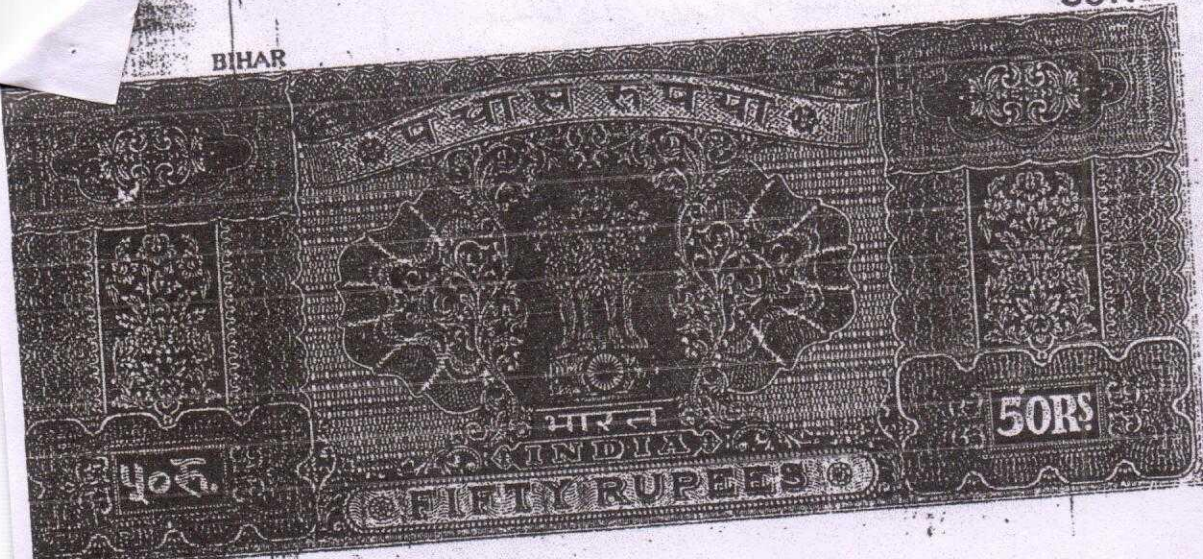
And whereas on the 13th day of April One thousand nine hundred and seventy three the possession of the said acquired land was given by the State Government to the Company which paid to the State Government the sum of Rs.7,273.93 in charge of the said awards.

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 trees, 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

50Rs.

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heraby granted with the appurtenances up to 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 II

Village	-	Matkuma
Thana No.	-	49
Thana	-	Ramgarh.
Pargana	-	Changada.
Zila	-	Hazaribagh.
Area	-	0.31 acre

BOUNDARIES

BLOCK - A Plot No. 31/1 Area 0.01
 North: East, South and West:- By Parts of survey plot No. 31.
 BLOCK - B Plot No. 19/1 Area 0.01
 North, East, South and West:- By parts of Survey Plot No. 19.
 BLOCK - C Plot No. 19/2, 19/3, 31/3 & 31/4 Area 0.18
 North: Part Parts of survey plots No. 19 and 31.
 East:- By parts of survey plot No. 31
 South:- By parts of survey plots Nos. 31 and 19.
 West:- By parts of survey plot No. 19.

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BLOCK - D Plot No. 31/5 Area 0.01

North, East and South:- By parts of survey plot No. 31

West:- By Survey plot No. 19.

BLOCK - E Plot No. 31/6 & 31/1 Area 0.02

North:- By parts of survey plot No. 31.

East:- By parts of survey Plot Nos. 31. and 30.

South:- By Parts of Survey Plot No. 30

West:- By Parts of survey plots Nos. 30 and 31.

BLOCK - F Plot No. 30/2 & 30/3 Area 0.02

North, South and West:- By Parts of Survey Plot No. 30.

East:- By Survey Plot No. 32.

BLOCK - G Plot No. 30/4 & 32/1 Area 0.02

North:- By parts of survey Plot Nos. 30 and 32.

East:- By parts of Survey Plot No. 32.

South:- By parts of Survey Plots Nos. 32 and 30.

West:- By parts of survey Plot No. 30

BLOCK - H Plot No. 30/5 & 30/6 Area 0.04

North:- By survey Plot No. 30 and 32

East and South:- By parts of survey Plots Nos. 32 and 30.

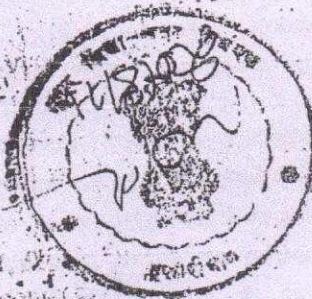
West:- By Survey Plot No. 30.

BLOCK - 1 Plot No. 30/7, 32/2 and 32/3 Area 0.05

North, East, South and West:- By parts of Survey Plot No. 32.

SCHEDULE - II

The necessary construction of the house buildings and installation connected with the Glass Factory and various structures, etc. for the said purpose shall be commenced immediately on such transfer being completed and shall be completed and rendered fit for use within a period not exceeding three years from the date of the said



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768
R. 925/1



Dr. B. R. Ambedkar
P. S. B. Ambedkar

RE 2857
SECRETARY, MINISTRY OF
LABOUR, GOVERNMENT OF INDIA

RECEIVED THE 11th JANUARY 1954

92.52 J. L. 0 7684- BIHAR at 153.60 92.60 100Rs.



31
An agreement made this twentyfirst day of December one thousand nine hundred and sixtysix between the Governor of Bihar hereinafter called "the grantor" of the one part and the Indo Asahi Glass Company Ltd., a Company incorporated under the Companies Act 1956 and having its registered office at 30, Chittaranjan Avenue, Calcutta and carrying on business at Lapanga, P.S. Ramgarh, Sub. Registry Gola, District Hazaribagh hereinafter called "the grantee" of the other party.

81.00
Whereas the grantee has applied to the grantor for a grant of land to be used for a public purpose namely, for construction of Staff quarters which has been approved by the Government in favour of the grantee, vide Government in Revenue Department Memo No. A/CL-4-2019/66/7767 dated 16.9.66, and whereas the grantor has agreed to make over the grantee the land described in the Schedule hereto and delineated on the Map hereto annexed for the purpose aforesaid on a rent of Rs. 60/- p.a. per annum and a Salami at Rs. 3000, per acre for a period of 30 years with option of renewal.

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 that the grantor accordingly reserves the whole and entire proprietary right in the said lands subject only to the right of use thereof for the aforesaid public purpose and it is hereby further expressly agreed and declared as follows, that is to say :-

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रुपया

SIX RUPEES (छह) SIX RUPEES

23 नवम्बर 1956

In witness to 125.85 M. Roy

87.6.00

29

22/11/56

22.11.56

Nov	15.75
S	15.75
m/b	14.50
near	8.40
	50.40 ✓

This indenture made this third day of November one thousand nine hundred sixty six 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 24th day of July One thousand Nine hundred fiftyeight between the Company of the one part and the Governor of Bihar of the other part (hereinafter preferred to as the "Acquisition Agreement") after reciting inter alia that the Company intended to have a railway siding 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 map or plan hereunto 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 as to vest

[Signature]
21/11/56

12:-

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 2360-2362 of the Bihar Gazette dated, the 13th Aug'58 under notification No. B/L-11 Haz-59/58-8098 dated, the 30.7.58.

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. 44 of 1958-59.

And whereas on the thirteenth day of September one thousand Nine hundred and sixtyone 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.125.65 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.125.65 paid by the Company to the State Government (the receipt whereof of the Governor both hereby acknowledge) the Governor doth hereby grant, convey and transfer unto the Company all those lands described in Schedule I hereto and delineated in the 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 unto 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.

Deputy

J. S. Singh
27/1/59

SCHEDULE I

Name of Village - Lapanga.
 Name of Pargana - Palani.
 Name of Thana - Ramgarh, Thana No. 56
 Name of district: - Hazaribagh.
 Plot No. Part of Plot No. 360 Area 0.16 acres

Boundaries:-

North: By S.P.No. 358
 South: By S.P.No. 361 and Railway Boundry.
 East: By Portion of S.P.No. 360.
 West: By portion of S.P.No. 360.

SCHEDULE II

The necessary construction of the house buildings and installation connected with the Glass Factory and various structures, etc. etc. for the said purpose shall be commenced immediately on such transfer being completed and shall be completed and rendered fit for use within a period not exceeding three years from the date of the said transfer; provided that where the State Government is satisfied after such enquiry as it may deem necessary that the Company was prevented by reasons beyond its control from erecting, providing, constructing or executing dwelling houses or amenities or any building or work within the specified time, the State Government may extend the time for the purpose by a period not exceeding one year at a time and the total period of extension shall not exceed three years.

It at any time or times any part or parts of the said land shall be necessary to be possessed by the State Government for purposes connected with the administration of the State or for other public purposes (of which matter the State Government shall be the sole judge), the Company shall on being thereunto required by the State Government transfer to the Governor such part or parts of the said land as the State Government shall specify to be necessary for the purposes aforesaid and in consideration of such transfer, the State Government shall pay to the Company a sum proportionate or equal as the case may be to the amount of the compensation awarded under the said Act and paid by the Company in respect of the land the subject of the transfer upon the acquisition thereof the Company including the amount awarded in respect thereof under section 23(2) of the said Act together with compensation for the buildings and other structures erected on such part or parts at a valuation to be determined by the Deputy Commissioner, Hazaribagh. An appeal from the decision of the

J. S. Singh
 24/4/20

Deputy Commissioner, Hazaribagh shall be to the Commissioner of the North Chotanagpur Division and the decision of the Deputy Commissioner, 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 public will have such right of access to and use of the said land and premises of the Company as may be necessary for the transaction of their business with the Company.

The Company shall give preference to such persons or the members of their families in employment in the undertaking whose 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 regulations of the Company.

That the Company shall train in their factory such number of residents of the State of Bihar as may be deputed from time to time by the Director of Industries, Bihar in consultation with the Company. The said Director will however assess the number of trainees that can be deputed to the factory for training in consultation with the Company.

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 make an order of declaring the transfer of the land to the Company as null and void whereupon the land shall revert back to the State Government and an amount not exceeding one-fourth of the amount paid by the Company to the State Government as the cost of acquisition under clause (1) of section 41 of the Act shall be forfeited to the State Government as damages and the balance shall be refunded to the Company and the order so made shall be final and binding on the Company.

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

If the Company utilises only a portion of the land for the purpose for which it was acquired and the State Government is satisfied that the Company can continue to utilise the portion of the

J. S. S. 21/1/26

CERTIFICATE OF POSSESSION OF LAND MADE OVER TO THE PARTIES ON WHOSE BEHALF IT HAS BEEN ACQUIRED.

(See Execlusive Instruction No. 103 of the Land Acquisition Manual).

Certified that I have this day the 13th Sept. 1961 received/delivered

of possession at the hands of Shri. S. N. Jha.

(Designation) .. Mr. Sridhar, Indo. Nat. Siam Co. Ltd. & Co. of Land
situated in Village. Khabargh. .. pargana. .. thana. .. Raigarh
District. Hazaribagh. .. which has been acquired under the

declaration No. 103106 dated the 4-10-58. .. published
at pages 3368-69. .. part II of the Bihar Gazette, dated the 29-10-58
For the purpose of construction of Railway line.

Signature ..
Designation. Asst. Land Acquisition Officer
1/10/61
Hazaribagh.

(FORM 17. AMENDED)

STATE OF POSSESSION OF LAND MADE OVER TO THE PARTIES ON WHOSE BEHALF
IT HAS BEEN ACQUIRED. - - - - -

Declared that I have this day the 22nd Nov. 1959 received/delivered

possession at the hands of/to Shri Surendra Nath Jha, Office, Subrahseni
Indo Asahi Glass Co.
of 3.78 acres of land situated in villages Lapanga, Chikore and Ludi (3)
pargana Chaugora, Pelani district Hazaribagh which has been acquired
under declaration No. 11703 R dated 17.11.58 published at page 4124

part II of the Bihar Gazette of the 10.12.58 and modified by Govt.
Order No 7023 dated 14.7.59.
for the purpose the construction of the main dam to ensure regular and adequate water
supply to the factory.
as shown in the enclosed certified copy of land plan of Land Acquisition
officers' plan.

Name:- Bhola Prasad Yadava
22.11.59

Designation:- L. A. Kanungo
H. Bagh.

24

24

CONTINUANCE OF POSSESSION OF LAND MADE OVER TO THE PARTIES ON WHOSE
BEHALF IT HAS BEEN ACQUIRED.
(See Executive instruction no. 103 of the Land Acquisition Manual).

Certified that I have this day the 13th April 1973 delivered/
received possession at the hands of S. N. Jha
(Designation) Manager General Deptt. of 131 acres of land
situated in village Malkuma Pargana Chaugaria Thana Rangart
No. 49 District Hazariabad, which was then acquired under the
declaration no. 4834 dated the 18-5-66 published at pages
2349-50 Part II of the official Gazette dated the 1st June, 1966
for the purpose of Construction of Kharko 8 Road for M/s Indo
Nagar Glass Company Limited.

Signature [Signature] 13.4.73
Designation Asst. Secy
4/Bagh

CERTIFICATE OF POSSESSION OF LAND MADE OVER TO THE PARTIES ON BEHALF
WHICH IT HAS BEEN ACQUIRED.

See Executive Instruction No. 108 of the Land Acquisition Manual;

Certified that I have this day the 13th April, 73 delivered/
received possession at the hands of / to Sri K. Nandge,
(Designation) Add L. A. 1/8 of 0.31 acres of land situated
in village Malkuma Pargana Udaipur Taluka Rangpur No. 49.
District Hazaribagh, which has been acquired under the declaration no.
4834 dated the 18.5.66 published at pages 2349-50 Part II
of the Bihar Gazette dated the 1.6.66 for the purpose of Construction
of Quarters & Road for M/S Indo Asahi Glass Company Limited

Signature S. N. Jha
Designation Manager
General Dept.
13.4.1973

CERTIFICATE OF POSSESSION OF LAND MADE OVER TO THE PARTIES
ON WHOSE BEHALF IT HAS BEEN ACQUIRED.

(See Executive Instruction no. 103 of the Land Acquisition Manual.)

Certified that I have this day the 14th August 1963 received
delivery of possession at the hands of Shri S.N. Jha, P.H. Sutta
(Designation) of 0.70 acres of land situated in village Ladi
....., pargana Palani....., thana Ramgarh
district Hazaribagh..... which has been acquired under declaration no.
4295R....., dated the 17.5.62....., published at page
858....., part II of the Bihar Gazette, dated the 22.6.62.....
for the purpose of Indo Asahi Glass Co. Ltd......

Signature.....
Designation.....

14/8/63
Dist. Land Acquisition Officer,
Hazaribagh
14/8

PKS/9-7/