

Date of application for the copy.	Date fixed for notifying the requisite number of stamps and folios.	Date of delivery of the requisite stamps and folios.	Date on which the copy was ready for delivery.	Date of making over the copy to the applicant.
2-11-68	2-11-68	2-11-68	2-11-68	2-11-68

Schedule - XLI Form No. 50

Form No MI 124.

### Application for copies.

- 1 दरबारत का मावर सो तारीख / 26/22
- 2 दरबारत करने वाले की नाम को पता  
Jagdish Pr. Ram
- 3 कागज की तफसील जिस की नकल चाहिये /  
(1) C.R. of original Chhattran deposited by R.O.  
(2) Copy of declaration published in the Bihar Gazette.  
(3) Copy of Ratification published in the Bihar Gazette L.A. Case no 44 of 1958.59 In the Asahi Glen Cb. Ltd. Bhadani Nagar, Hazaribagh Area 0.1600
- 4 मौकदमा या कामवाड़े जिस से कागज मिले या नहीं किया गया /
- 5 आडीनरी फीस जो कोर्ट में जमा की गई /
- 6 वाकत तलाशी फीस या कोर्ट की स्टाम्प दिया जाता है दिखाने के वारंते जो कोर्ट की स्टाम्प लिखा जायगा /
- 7 छ आना / छ आना / छ आना
- 8 सारे कागजात के हस्तों की गिनती जो दरबारत के साथ दिया गया /
- 9 वाज्जाता के वारंते कोर्ट की स्टाम्प /





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- 2 -

१४. पाने वाले आफसर के दस्तखत प्रतिलिपि दी जाय  
यदि आपत्ति न हो।  
sd/- H. K. Sharma

प्रभारी उप सहायता, कमिश्नरी २ तृतीय विभाग।  
Gazet of Notification, Agreement not available  
in Record. Copy of challan not permissible.  
sd/- Illegible  
11/1/74

क्र० - ३  
०.६५ - २  
०.२० - १  
१.३५ - २  
०.६५ - १

Recd copy  
sd/- J. P. Rana Talwar  
8/11/74

सही - राजवल्लभ शर्मा  
6/11/74  
Copied by  
J. P. Rana  
8/11/74

sd/- B. P. Singh  
8/11/74  
C.C.

जिनकी प्रतिलिपि  
२/११/७४



(Margin of the 1st sheet):-

(T.I.) Saṅkat Ali sd/- Mian Jan Mian by the pen of self  
9.9.60.

(T.I.) Alauddin. Sd/- Alauddin Main by the pen of Pro.  
Vineswar Prasad.

Sd/- Pro. Vineswar Prasad, executant No.2  
put his thumb impression before me.

Sd/- Azmat Ali by the pen of self.

Sd/- Saṅkat Ali by the pen of Pro. Vineswar  
Prasad.

Sd/- Pro Vineswar Prasad, executant No.4  
Put his thumb impression before me  
9.9.60.

Wit:- Kailash Pati Pandeya.

Bhadani Nagar, by the pen of self, 9.9.60.

(Margin of the 2nd sheet).

Same as in the 1st sheet, excluding the signature of the  
witness.

(Margin of the 3rd sheet)

Same as in the 1st sheet.

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

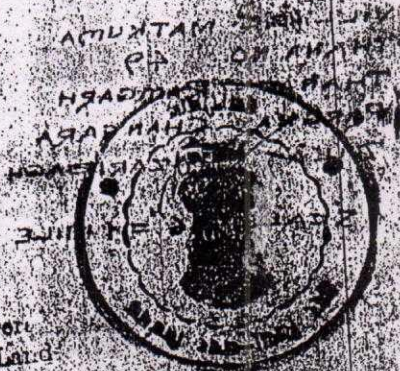
(Margin of the 4th sheet)

Same as in the 2nd sheet. Scribe and witness Pro. Vineswar  
Prasad, Vilage Gola Read over and explained the deed to the  
executants. 9.9.60 A.D.

(Back...



PLAN OF HOMESTEAD LAND ACQUIRED  
FOR INDO-ARABIAN GLASS CO. LTD.  
AREA ACQUIRED SHOWN IN RED  
AREA 0.31 ACRES



Certified that lands in this Plan were  
lawfully acquired under the provision of the Land  
Acquisition Act 1 of 1894 under declaration  
No. 4834 of the 18/12/1966  
in proceedings No. 12 of 1966-67 and  
that they were made order by Mr. Mandit  
Rajesh K. A. G. H. Singh on the  
13th March 1973 on behalf of the Deputy  
Commissioner of the Haryana District  
to Sri S. N. Singh, Manager, General  
Department on behalf of  
Sri S. N. Singh, Manager, Indo-Arabian  
Glass Co. Ltd.

Sd/- S. N. Singh  
2/10/73  
Rim/1901

Sd/- R. S. Singh  
2/10/73  
Addl. Collector

Sd/- HSD  
2/10/73  
J. P. Singh

Sd/- R. S. Singh  
Addl. Collector  
Haryana

Sd/- P. H. Roy

Sd/- O. H. Singh  
2/10/73

Sd/- Singh

Sd/- Singh

Sd/- H. S. Mishra  
2/10/73  
District Commissioner

Sd/- Singh  
2.9.76



(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: Nailash 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.U.

(Margin 3rd Sheet)

Same as in Sheet 1, 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. Ramgarh,

Lt....



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 an 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 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 whereupon 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 relateable 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.



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 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



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 Government for the transfer of that land or any part thereof by sale, gift, lease or otherwise, no such sanction shall be given unless.

- (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 the 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, installation, machinery and other assets in the said land.

Subject to the provisions contained in the foregoing clause 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, determined or to be determined under the provision of clause 5 the same shall be referred to the State Government, and the decision of the State Government, on 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 :

Witness : (1) The Indo-Asahi Glass Co., Ltd.

(2)

*Y. Nisumi*  
(Y. NISUMI)  
Project & Finance Director.

For THE INDO-ASAHI GLASS CO., LTD.

*S. K. M. S.*  
Director

For THE INDO-ASAHI GLASS CO., LTD.

*S. K. M. S.*



BIHAR

5 RS



-:4:-

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



Scribe and witness:- Pro. Dineswar Prasad, village Gola Read  
over and explained the deed to the execu-  
tants. 9. 9.60.

(Margin of the 1st sheet)

(T.F.) Sankat Sd/- Magha Mian by the pen of Tarakeswar  
Prasad.

(T.J.) Alauddin. Sd/- Tarakeswar Prasad.

(T.I.) Magha. Executant No.1 put his thumb impression  
before me.

Sd/- Sekh Madin Mian by the pen of self  
9.9.60.

Sd/- Man Jan Mian by the pen of self.  
9.9.60.

Sd/- Alauddin and Saukat Ali by the pen of  
Tarakeswar Prasad.

Sd/- Tarakeswar Prasad. Executant No.4 to 6  
put their Thumb impression before me  
9.9.60.

Sd/- Azmat Ali by the pen of self  
9.9.60.

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

(Margin of the 2nd sheet)

Same as in sheet 1 but the witness is different.

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

(Margins of the 3rd and 4th sheets).

Same as in sheet 1 but there are no witnesses.

(Back...



(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 Wahhab 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 acre</u>	<u>Total acre</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.



Stamp of Rs. 42/-

Executed by: Meghan Mx Mia and Madin Mia sons of Leda Mian deceased and Mian Jan Mian and Alauddin Mian and Azmat Ali and Saikat Ali sons of Fakon Mian alias Abdul wahab Mian deceased by Caste Ansari occupation household work residents of Lapanga, Pargana Palani P.S. Ramgarh.Dt. Hazaribagh. P.O. Bhadani Nagar.

Executed in favour of:- Indo Asahi Glass company Limited. Place of business and P.O. Bhadani Nagar through office Superintendent Sri Surendranath Jha, son of the late Pandit Hari Nandan Jha by caste Bramhmin, occupation, cultivation resident of Bhadani Nagar, P.S. Ramgarh.Dt. Hazaribagh.

Nature of document: Deed of absolute Sale.

Value In all 1912/8/- one thousand nine hundred twelve rupees and eight annas.

Property: Paddy land having an area of 1-27½ d. one acre twentyseven and a half decimal situate at village Ladi Thana No.53 P.S. Ramgarh, Pargana Palani, Sub Registry Gola District Registry and District Hazaribagh, Khata No.18, Khawat No.1 Touzi No.88 with permanent Ryati right.

Plot No.	Nature of land	D.	N.	S.	E	W.	Acree.
17.	Chilgu Garha Cultivable land.	12	Nema Gope	Holder of the Deed	Holder of the deed	Holder of the deed & Plot 18.	Out of 2-39 1-19½
21.	do	2	Purchaser	Purchaser.	Purchaser	Purchaser.	Out of 16 .08.

Total two plots:- total area 1-27½ d one acre twenty-seven and a half decimal which has been and is in the Khas possession and occupation of the executants.

The...



Vendor ALL THOSE several messuages parcels of land hereditaments and premises fully described in the Schedules "A" and "B" thereunder written together with all buildings, sheds and structures described in Parts 1 and 11 of the Schedule "D" thereunder written and ALL AND SINGULAR the plant, machinery, (whether fixed or moveable and whether attached to the premises or not), engines, equipments, tools fittings, fixtures and other fixed assets of the Company (described in Parts 1 and 11 of the Schedule "E" thereunder written) then being or which would at any time thereafter during the continuance of the said security be in or upon or belonging to the said several messuages, parcels of land, buildings, sheds, structures, hereditaments and premises or used in connection therewith and which belonged to the Company or were occupied or being transferred by the Company but excluding the raw materials, goods in process, finished products, book-debts and bills against consignment of their products given by the Company to their bankers for collection or discount and all the estate, rights, title, interest, claim and demand of the Company into or upon all the said several messuages, parcels of land, buildings, sheds, structures, hereditaments and premises and the said plant, machinery, engines, equipments, tools, fittings, fixtures and other fixed assets of the Company or any of them or any part thereof TO HOLD the said several messuages, parcels of land buildings, sheds, structures, hereditaments and premises and the said plant, machinery, engines, equipments, tools, fittings, fixtures and other fixed assets of the Company thereby granted, assigned, transferred and assured with their appurtenances (therein called the "Mortgaged Premises") unto the use of the Vendor absolutely for ever free from all encumbrances subject nevertheless to the said



as are therein contained over the several plots of land fully described in Schedule thereunder written as also in the Schedule "A" hereunder written.

(8) By a Deed bearing date the twelfth day of June One thousand nine hundred and fifty-two and made between the Hindusthan Coal Company Limited of the one part and the Company of the other part and duly registered at the Calcutta Registration Office the said Hindusthan Coal Company Limited for the consideration therein mentioned did thereby demise unto the Company all those several pieces or parcels of land and tank fully described in the Schedule, thereunder written as also in the Schedule "A" hereunder written together with all the rights of laying down pipes and drains and electric cables over and under or along the said pieces or parcels of land or any part thereof and also to instal pumps TO HOLD the same and other premises thereby demised unto the Company for a period of seven years at the monthly rent of Rupees five and on the terms and conditions therein contained.

(9) By an Indenture of Mortgage bearing date the thirteenth day of September One thousand nine hundred and forty-nine registered at Calcutta Registry Office in Book No. 90 pages 88 to 144 being No. 3031 for the year 1949 between the Company of the first part, Ramchand Ram son of Jiten Ram residing at Purani Godown in Gaya in the Province of Bihar of the second part, Sreemati Pankaj Debi also known as Phakhno Kuer wife of Gurusaran Lal residing at No. 21, Ballygunge Circular Road, Calcutta of the third part, Gurusaran Lal son of Ramchand Ram and Arjun Prasad son of Gurusaran Lal both residing at 21, Ballygunge Circular Road in Calcutta of the fourth part (the parties of the second, third and fourth parts being called the "Guarantors" in the said Deed of Mortgage) and the Vendor of the fifth part, the Company for the consideration men-



between the Company of the first part, Bhadani Sons Limited the Managing Agents of the Company of the second part and the Vendor of the third part and registered by the Registrar of Assurances at Calcutta in Book No. 1 Volume 100 at pages 151 to 219 being No. 4352 for the year 1951 the Company for the consideration therein mentioned did thereby grant, convey and assure unto the Vendor ALL THOSE pieces of land or grounds together with buildings, messuages tenements, factories, sheds, structures or dwelling houses then standing or thereafter to be erected thereon or any part thereof and more particularly described in the Schedules "A", "B", "D", "F", and "G" thereunder written ALL AND SINGULAR the engines, machinery (whether fixed or moveable or whether attached to the said premises or not) plant, electric and other installations implements, equipments, tools, utensils, furniture, motor car, trucks, calculating machines, weighing machines, building materials, stores, machinery spares, appliances, accessories, articles and other things (save and excepting, raw materials, finished and semi-finished products, book-debts, bills, stores not being machinery spares) short particulars of which engines machinery and plant and other articles are set forth in the Schedules "E" and "H" thereunder written then being or which would at any time thereafter during the continuance of the said Security be affixed, installed or erected or be brought in or upon the lands and buildings by the Company for the purposes of its business AND ALL THE estate, right, title, interest, claim and demands of the Company into or upon the lands or buildings or any part thereof TO HOLD the same unto the Vendor for ever AND TO HAVE AND TO HOLD the plant, unto the Vendor absolutely but as to all the said premises subject to the proviso for redemption therein contained.



(11) by an indenture of the Mortgage bearing date the twelfth day of June One thousand nine hundred and fifty-two and made between the Company of the first part, Messrs. Bhadani Sons Limited the Managing Agents of the Company of the second part and the Vendor of the third part and registered by the Registrar of Assurances at Calcutta in Book 1 Volume No. 77 at pages 16 to 97 being No. 1308 for the year 1952, the Company for the consideration therein mentioned did thereby grant, convey and assure to the Vendor ALL THOSE several pieces or parcels of land or ground together with buildings, messuages, tenements, factories, sheds, structures or dwelling houses then standing or thereafter be erected thereon or any part thereof and more particularly described in the Schedules "A", "B", "D", "F" and "G" thereunder written AND ALSO the right of way and other rights over or in respect of the messuages parcels of land hereditaments and premises fully described in the Schedule "J" thereunder written AND ALL AND SINGULAR the engines, machinery (whether fixed or moveable and whether attached to the said premises or not) plant, electric and other installations implements, equipments, tools, utensils, fittings, fixtures, motor-cars, trucks, calculating machines, weighing machines, building materials, and stores, machinery spares, machinery stores, appliances, accessories, articles and other things including all moveable tangible assets of the Company (short particulars of which engines, machinery and plant and other articles are set forth in Schedules "E" and "H" thereunder written) then being or which shall at any time thereafter during the continuance of the said security would be affixed installed or erected or be brought in or upon the land and buildings by the Company for the purposes of its business AND all the estate, right, title, interest, claim and demand of the Company into or upon all the lands, buildings or any part thereof TO HOLD the same unto the Vendor for ever and TO HAVE AND TO HOLD



the plant unto the Vendor absolutely but as to all such premises<sup>the</sup> subject to the proviso for redemption therein contained and for the consideration aforesaid the Company did thereby further grant, assign and assure unto the Vendor ALL THOSE several pieces and parcels of land and tank together with all pipe lines, cables drains, pumps and structures to be erected therein or any part thereof and fully described in Schedule "K" thereunder written TOGETHER WITH the benefit of all covenants and agreements contained in the Deed of Sale bearing date the twelfth day of June One thousand nine hundred and fifty-two and made between Messrs. Hindusthan Coal Company Limited of the one part and the Company of the other part duly registered at Calcutta Registration Office TO HOLD the same unto the Vendor for the residue then unexpired of the said term of the seven years granted by the said Deed and subject to the proviso for redemption therein contained.

(12) By an Indenture of Mortgage bearing date the twentyninth day of August One thousand nine hundred and fifty-two and made between the Company of the one part and the Vendor of the other part and registered by the Sub-Registrar of Assurances, Calcutta in Book IV Volume No. 34 at pages 267 to 275 being No. 2776 for the year 1952 the Company for the consideration therein mentioned did thereby grant, transfer and assign unto the Corporation ALL THOSE raw materials and other moveable properties belonging to the Company and fully described in the said Indenture TO HOLD the same unto the Corporation and subject to the proviso for redemption therein contained.

(13) By an Indenture of Mortgage bearing date the tenth day of February One thousand nine hundred and fifty-three and made between the Company of the one part and the Vendor of the other part and registered by the Sub-Registrar of Assurances, Calcutta in



Book 1 Volume No. 34 at pages 63 to 128 being No. 488 for the year 1953 the Company for the consideration therein mentioned did thereby grant, convey and assure unto the Corporation ALL THOSE several pieces and parcels of land or grounds together with buildings, messuages, tenements, factories, sheds, structures or dwelling houses then standing or thereafter to be erected thereon or any part thereof and more particularly described in the Schedules "A", "B", "D", "F" and "G" thereunder written AND also the right of the way or other rights over or in respect of the messuages, parcels of land, hereditaments and premises fully described in the Schedule "J" thereunder written AND ALL AND SINGULAR the engines, machinery (whether fixed or moveable and whether attached to the said premises or not) plant, electric and other installations, implements, equipments, tools, utensils, fittings, fixtures, motor-cars, trucks, calculating machines, weighing machines, building materials and all stores, machinery <sup>in M.</sup> spares machinery stores, appliances, accessories, raw materials, articles and other things including all moveable tangible assets of the Company (short particulars of which engines, machinery and plant, raw materials and other articles are set forth in the Schedules "D" "H" and "L" thereunder written) then being or which would at any time thereafter during the continuance of the said security be affixed, installed or erected or be brought in or upon the land and buildings by the Company for the purposes of its business and all the estates, right, title, interest, claim and demands of the Company into or upon all the lands and buildings or any part thereof TO HOLD the same unto the Vendor for ever AND TO HAVE AND TO HOLD the plant unto the Vendor absolutely but as to all the said premises subject to the proviso for redemption therein contained and for the consideration aforesaid the Company did thereby further grant,

assign



assign and assure unto the Vendor ALL THOSE several pieces or parcels of land and tank TOGETHER WITH all pipe lines, cables, drains, pumps and structures to be erected thereon or any part thereof and fully described in Schedule "K" thereunder written together with the benefit of all covenants and agreements contained in the Deed of Sale bearing date the twelfth day of June One thousand nine hundred and fifty-two and made between Messrs. Hindusthan Coal Company Limited of the one part and the Company of the other part and duly registered at the Calcutta Registration Office TO HOLD the same unto the Corporation for the residue of the then unexpired of the said term of seven years granted by the said Deed and subject to proviso for redemption therein contained.

(14) It is provided in all of the aforesaid Indentures of Mortgage that if default shall be made in payment of all or any part of the principal sum or interest mentioned therein or in the performance or observance of any of the covenants, conditions or provisions therein contained and on the part of the Company to be performed or observed then and in any such case it shall be lawful for the Vendor to enter into and upon the mortgaged premises and take possession thereof and without the consent of the Company to sell the mortgaged premises or any part thereof either by public auction or by private contract and also to execute assurances and give <sup>effectual</sup> ~~actual~~ receipts for the purchase money and do all other acts and things for completing the sale without the intervention of the Court within the meaning of Section 69 of the Transfer of Property Act. In the above Indentures of Mortgage dated the eighteenth day of December One thousand nine hundred and fifty-one, twelfth day of June One thousand nine hundred and fifty-two and tenth day of February One thousand nine hundred and fifty-three it is further provided that the Vendor shall have the right to take over the management of the whole concern and the business of the Company as



Laponga.

PART IV:

ALL THESE several pieces or parcels of land held under Kayemi Raiyati tenure containing in the aggregate an area of 5.31 acres more or less situate at the said village Laponga Pargana Palani Thana Ramgarh Sub-Registration Office Gola in the District of Hazaribagh under Khata No. 35. Particulars of the said lands are given below :-

Plot No. 320 -	North - Loar Bedia South - Bhikan Jolaha East - Kine Bedia West - Lohi Bedia	Area .60 acres
Plot No. 338 -	North - Kine Bedia South - Loar Bedia East - Bhikan West - Bhika Jolaha	Area 2.71 acres
Plot No. 687	North - Biji South - Drain East - Ditch West - Bhikan.	Area 1.47 acres
Plot No. 692	North - Bhikan Jolaha South - Own Paddy East - Own West - Bhikan.	Area .48 acres
Plot No. 332	North - Bhikan Jolaha South - Paddy own East - Bhikan.	Area .05 acres
Total		5.31 acres

Annual rent of Rs.1/9/- is payable to Gurusharan Lall Bhadani of Laponga.

2. Name of Village (Mauza) - Lapanga  
 Name of Pargana - Palani  
 Thana - Ramgarh  
 District - Hazaribagh.  
 Sub-Registration District Gola, Registration District  
 Hazaribagh



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  
(Designation) of 0.70 acres of land situated in village Barhi  
pargana Palani, thana Ramgarh

district Hazaribagh which has been acquired under declaration  
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.....

PKS/9-7/

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 13th Sept. 1961 received/delivered  
of possession at the hands of Shri S. N. Jha  
(Designation) 9th Suptd Indo Asahi Glass Co. Ltd 0.16  
Situated in Village Lafanga pargana Palani thana Rav.  
district Hazaribagh which has been acquired under the  
declaration No. 10310 dated the 4.10.58 published  
at pages 3368-69, part II of the Bihar Gazette, dated the 29.1  
for the purpose of Construction of Railway line

Signature.....

Designation.....



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

\*\*\*

No. 1410 /D.L.A.Haz-90/59.

From

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

To

The Director and Secretary,  
Indo Asahi Glass Company Ltd.,  
30 Chittaranjan Avenue, Calcutta-12.

Dated Patna, the 9<sup>th</sup> March, 1975.

Subject:- Grant of permission for mortgaging lands acquired through Land Acquisition Proceeding for Indo Asahi Glass Company Ltd., to Industrial Finance Corporation of India as security against loan.

Sir,

I am directed to invite a reference to your letter No.G/179 dated the 28th February, 1975, on the above noted subject and to say that the State Government have been further pleased to grant permission to M/S Indo Asahi Glass Company Ltd., to mortgage 16.79 acres of land acquired for the company by the State Government for the purpose set forth in this Department letter No.1232 dated the 27th February, 1975. The mortgage shall be subject to the terms and condition of the deed of agreement under section 41 of the Land Acquisition Act, 1894 executed by this company duly published at page 1632 in Part II of the Bihar Gazette dated the 27th May, 1969.

2. As regards permission for mortgaging 32.275 acres of land acquired for Sodepur Glass Factory, which is reported to have been taken over subsequently transferred by the Industrial Finance Corporation through a sale deed to the Indo Asahi Glass Company, it is not clear whether before taking over the acquired land and transferring it to the Indo Asahi Glass Co. the Corporation obtained prior permission of the State Government as required under the terms and conditions of the deed of conveyance executed in favour of the Sodepur Glass



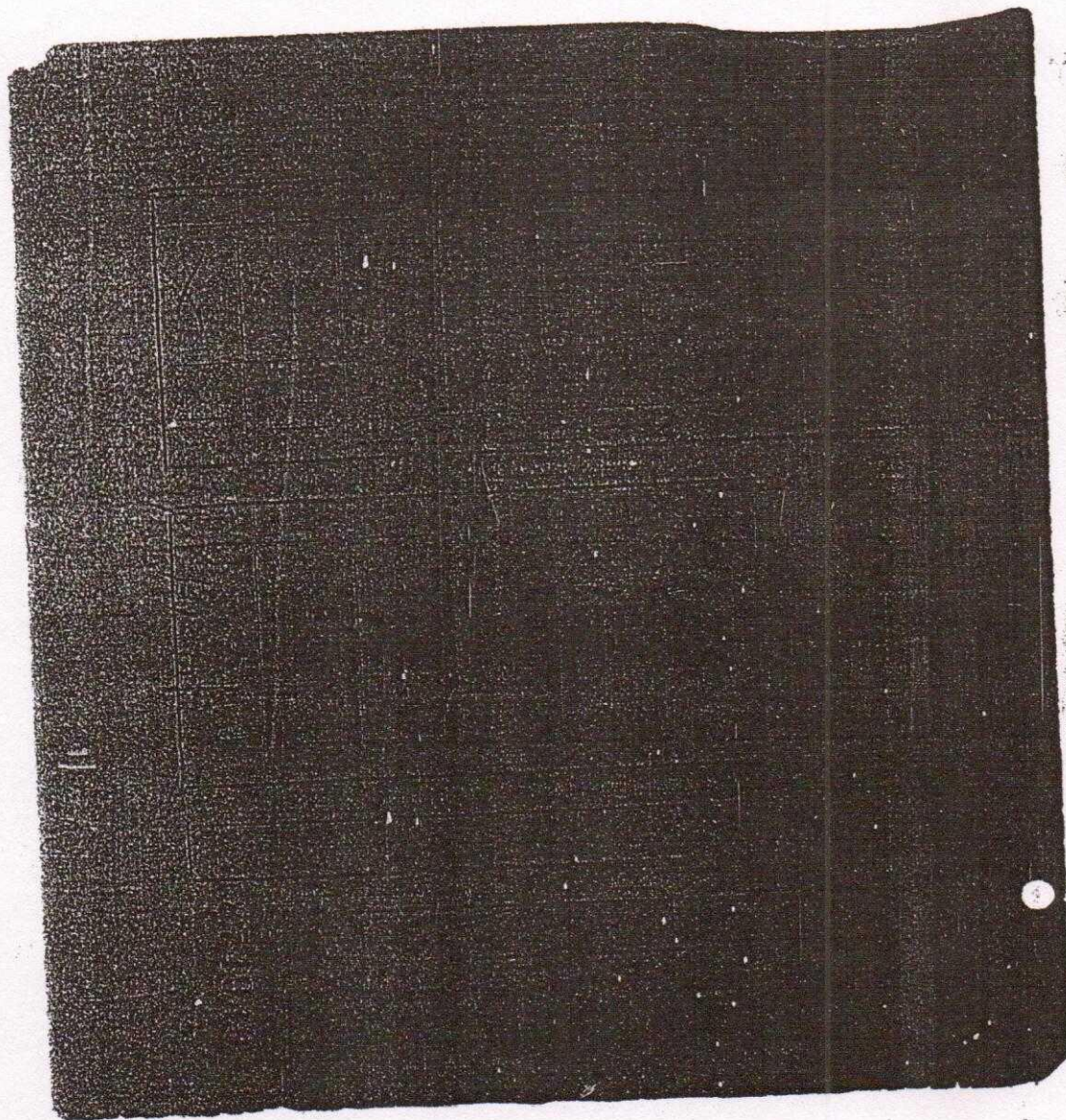
-( 2 ):-

Factory. I am to request that full information on this point may kindly be furnished before Government orders are issued in respect of this land.

Yours faithfully,

( S. N. Biswas )  
Joint Secretary to Government,







(4)

3333

Land purchased by the Indo-Asahi Glass Co., Ltd.,  
P.O. Bhadaninagar from Meghan Mian s/o Late Leda Mian and  
Mianjan Mian, Allaudin Mian, Ajmat Ali and Soukat Ali s/o Pekan  
Mian alias Abdul Wahab Mian by caste Ansari, of Village Lapanga  
Pargana Palani P.S. Ramgarh, P.O. Bhadaninagar, Dist. Hazaribagh  
✓ under Deed No. 3333 dated 9.9.60 registered at the Sub-Registry Office  
at Gola.

<u>Khata No.</u>	<u>Plot No.</u>	<u>Area in acre</u>	<u>Total area in acre</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 Gola, Dist. Hazaribagh, under Khata No. 18, Khesra  
No. 1 and Touji No. 28



(333)

Stamp of Rs.42/-

Executants: Megha Mian, and Macin Mian, sons of Leda Mian deceased and Mian Jan Mian and Alauddin and Azmat Ali and Saikat Ali sons of Rakon Mian alias Abdul Wahab Mian, deceased, by caste Ansari by occupation householders, residents of Lapanga, Pargans Palani. P.S. Ramgarh, P.O. Bhadani Nagar, Dt. Hazaribagh.

Executed in favour of: Indo Asahi Glass Company Limited of P.O. Bhadani Nagar, through office Superintendent Sri Surendra Nath Jha, son of the late Pandit Hari <sup>Nandan</sup> ~~Narendra~~ Jha, by caste Brahmin, occupation cultivation, resident of Bhadani Nagar, P.S. Ramgarh, Dt. Hazaribagh.

Nature of document:- Deed of absolute sale. Value total sum of 1912/8/- one thousand nine hundred twelve rupees and eight annas.

Property: Paddy land - area  $1-27\frac{1}{2}$  D one acre twenty-seven and a half decimal situate at Village Ladi Thana No.53 P.S. Ramgarh Pargana ~~xx~~ Palani, Sub-Registry Gola Dt. Registry and Dt. Hazaribagh. Khata No.18 Khewat No.1, Touzi No.28 with permanent Ryati Rights.

Plot No.	Nature of land.	D	N.	S.	E.	W	Area.
17	Chilgu Garha Khet	12	Purchaser	Purchaser	Purchaser	Purchaser	Out of 2.39 1-19 $\frac{1}{2}$ de.
21	Do.	2	Purchaser	Purchaser	Purchaser	Purchaser	Out of 110, 8 de.

2.39  
0.16

Total: 2 Plots - total area  $1-27\frac{1}{2}$  de. one acre twenty-seven and a half decimal which has been and is in the Khas Possession and occupation of the executants. The Khatia thereof was recorded, at the time of the survey (settlement), in the name of Leda Mian, the

further...



(Margin 1st sheet).

(T.I.) Meghan.

(T.I.) Alauddin

(T.I.) Sankat.

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 Sankat Mia by the pen of Bhubaneswar Prasad Sinha.

Sd/- Bhubaneswar Prasad Sinha. Alauddin and Sankat 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.V.

(Margin 3rd Sheet)

Same as in Sheet 1, 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. Ramgarh,

Dt....







THIS DEED OF SALE IS MADE ON THE 13th day of April 1947

THOUSAND NINE HUNDRED AND FIFTY-SEVEN BETWEEN THE INDUSTRIAL FINANCE CORPORATION OF INDIA, A CORPORATION ESTABLISHED AT RESERVE BANK BUILDING, PARLIAMENT STREET, NEW DELHI, HEREINAFTER CALLED "THE VENDOR" (WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE CONTEXT OR MEANING THEREOF INCLUDE ITS SUCCESSORS AND ASSIGNS) OF THE FIRST PART, ASAHI GLASS COMPANY LIMITED A JOINT STOCK COMPANY INCORPORATED IN JAPAN AND HAVING ITS REGISTERED OFFICE AT 1-2 CHOMEI, GINZA, CHUO-KU IN THE CITY OF TOKYO IN JAPAN, HEREINAFTER CALLED "THE CONFIRMER" (WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE CONTEXT OR MEANING THEREOF INCLUDE ITS SUCCESSORS AND ASSIGNS) OF THE SECOND PART, AND THE INDO-ASAHI GLASS COMPANY LIMITED A COMPANY REGISTERED UNDER THE INDIAN COMPANIES ACT 1935 AND HAVING ITS REGISTERED OFFICE AT 20, CHITRANAGAR AVENUE CALCUTTA HEREINAFTER CALLED "THE PURCHASER" (WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE CONTEXT OR MEANING THEREOF INCLUDE ITS SUCCESSORS AND ASSIGNS) OF THE THIRD PART

[illegible]



land in dispute for the sum of Rupees eight thousand two hundred and fifty and by a Conveyance bearing date the twentyfourth day of February One thousand nine hundred and forty-seven and made between the said Jagabandhu Roy Chowdhury therein described as the Vendor of the one part and the Company therein described as the Purchaser of the other part and registered by the District Registrar of Assurances of Alipore in Book 1 Volume No. 14 pages 200 to 203 being No. 564 for the year 1947 the said Vendor for the consideration therein mentioned granted, transferred and sold to the Company absolutely and for ever free from all encumbrances, the land described in the Schedule therein written being part of the land already purchased by the Company under the said Conveyance dated the twentyfirst day of November One thousand nine hundred and forty-one.

(3) By different Deeds dated respectively the eighteenth day of June One thousand nine hundred and forty-five, twentyfirst day of June One thousand nine hundred and forty-five, eighteenth day of June One thousand nine hundred and forty-five and nineteenth day of June One thousand nine hundred and forty-five the Company in the name of its Director Arjun Prasad purchased various plots of land in Mouza Lamunga District Hazaribagh fully described in Schedule "A" hereunder written.

(4) By a Deed of Transfer bearing date the twentythird day of July One thousand nine hundred and forty-nine and made between the said Arjun Prasad of the one part and the Company of the other part (and registered by the Sub-Registrar of Assurances, Calcutta in Book 1 Volume No. 74 pages 221 to 228 Being No. 2381 For the year 1949) the said Arjun Prasad as Trustee conveyed unto the Company as beneficiary all these pieces or parcels of land fully described in Schedule "A" hereunder written to hold the same unto the Company absolutely free for ever.



(5) The Company applied to the Government of Bihar for acquisition under the provisions of the Land Acquisition Act of various plots of land and the said Government acquired for the Company the lands fully described in Schedule "A" hereunder written and by a Deed of Transfer bearing date the fifteenth day of June One thousand nine hundred and fifty-one made between the Governor of the State of Bihar of the one part and the Company of the other part and duly registered in the Office of the Registrar of Hazaribagh in Book 1 Volume No. 50 at pages 70 to 79 being No. 4853 for the year 1951 it was inter alia witnessed that the Governor of the State of Bihar for the consideration therein mentioned did thereby grant, transfer and convey unto the Company all those several pieces or parcels of land hereditaments and premises fully described therein as also described in Schedule "A" hereunder written.

(6) By a Conveyance bearing date the eighteenth day of December One thousand nine hundred and fifty-one and made between the Hindusthan Coal Company Limited of the one part and the Company of the other part and registered at the Calcutta Registration Office the said Hindusthan Coal Company Limited for the consideration therein mentioned did thereby grant, transfer and convey unto the Company all those several pieces or parcels of lands hereditaments and premises fully described in the said Conveyance as also in Schedule "A" hereunder written.

(7) By a Deed bearing date the twelfth day of June One thousand nine hundred and fifty-two and made between the Hindusthan Coal Company Limited of the one part and the Company of the other part and duly registered at the Calcutta Registration Office, the said Hindusthan Coal Company Limited for the consideration therein mentioned did thereby grant the right of way and other rights in favour of the Company and entered into such covenants and conditions