

82



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-

as soon as the notification is published. Sd/-N.N.Singh  
Government of Bihar For secretary of Government  
Revenue Department  
Post war land Acquisition section  
Memo No. B/L-I1254 /55 - 6314R the 20.8.1955  
Copy forwarded to the land Acquisition Officer, Pazaribagh

for information, with the intimation that the notification is likely to be published in the Bihar Gazette of the 24th August 1955 or in the next issue after that. He is requested to advise due notice of the substance of the notification giving therein the exact date (i.e. thirty days from the date of publication of the notification in the official gazette) by which the parties interested may file their objection under section 5 A of the Act to be publicly given at convenient places in the locality immediately after the publication of the notification in the Bihar Gazette, to enable the parties interested to file objections, if any under section 5 A of the Land Acquisition Act.

2. Objection, if any, filed under section 5 A of the Land Acquisition Act, should be submitted direct to the Government in the Revenue Department (Post War land Acquisition sec.) with the proceeding and his report within a week of the last date for filing an objection for disposal, with a copy of the report to the executive Engineer concerned as required under paragraph 8 of this Department's letter no. B/L-I-36/55-2985 dated the 12th April 1955.

3. A reference is invited to paragraphs 4 & 5 of this department's memo no. B-L-I-36-55-2985 dt. the 12th April 1955. A certificate may be obtained from the requisitioning authority and sent to this Department along with the documents under sec. 6 of the Act.  
Sd/-Illegible 20.8.  
For secretary to Government.

Typed by Examined and compared by

11/23/55  
86/6/55  
11/23/55  
86/6/55

For only 5/11/79



(First Sheet).

Executed by (1) Sheikh Mia Jan and (2) Sheikh  
Alauddin (3). Sheikh Azmat Ali  
and (4) Sheikh Sapkat Ali sons  
of Abdul Wahab Mian deceased (5)  
Meghan Mian and (6) Madin Mia  
sons of Leda Mian deceased by  
caste Ansari, occupation culti-  
vation, resident of Village  
Lapanga, P.S.Ramgarh District  
Hazaribagh P.O.Bhadani Nagar.

Executed in favour of:- Indo Asahi Glass Co.Ltd.  
of Bhadani Nagar through office  
Superintendent Sri Surendra Nath  
Jha son of the late Pandit Hari  
Narendra Jha, by caste Brahmin  
residents of village and P.O.  
Bhadani Nagar District  
Hazaribagh.

Nature of Document: Deed of Sale.  
Absolute Sale.

Value - In all Rs.1170/- Rupees eleven hundred  
and seventy in cash.

(Second Sheet).

Property - Area 78 Seventy eight decimal of land  
Ghanabat (sic) with permanent  
Ryati rights, situate at Village  
Ladi, Thana No.53 P.S.Ramgarh  
Pargana Palani sub-Registry Gola,  
District Registry and District  
Hazaribagh, Khata No.18, Khasra  
No.1, Touzi No.28.

(other marginal  
writings on  
this sheet are  
the same as on  
the first sheet)

Sd. Tarakeswar Prasad  
Excutant Nos.2 &  
4 and 5 put their  
thumb impressions  
before me.  
27.12.60.

Sd. Sheikh Main Jan 27.12.60  
Sd. Sheikh Alauddin by the  
pen of Tarakeswar Prasad  
27.12.60.  
Sd. Azmat Ali  
Sd. Sheikh  
Sd. Meghan Mian by the pen of  
Tarakeswar Prasad  
Sd. Sheikh Madin Mia.

Sd. Sapkat Ali by the  
pen of Tarakeswar Prasad  
27.12.60.

###  
###  
###  
Alauddin  
T.I.  
Sapkat  
T.I.



and representatives have any right or title or claim or concern with regard to the same, nor will they have any in future. We have sold all our rights to the holder of this document together with the said land and have established them as the owner in our place. And the purchaser shall, by paying revenue as set out below to the owner, the Government, continue to obtain receipts in their own name. Further (We) have received the entire amount of consideration. To this import, of our own accord we have executed this deed of absolute sale so that it may be of use in times of need. Within the estates of the Bihar Government, in Anchal Ramgarh- Rent -/4/- four Annas Dated the 27th twenty seventh. month of December 1960 sixty A.D. Place Gola.

(Margin of the Third Sheet).

(Marginal writings are the same as in the first sheet)

Scribe and witness Pra Bhineswar Prasad Village Gola

"Read over and explained the document to the executants.

27.12.60. A.D.

(Back of the 1st sheet)

No.3696. dt. 27.12.60.

Stamp vendors endorsement.

On 27.12.60 from 10-30 to 1-30 Sd/- Mian Jan Dt.27.12.60.

(Illegible Gola (Illegible) Mian Jan

(Illegible) Abdul Wahab

(Illegible) Lapanga P.S.Ramgarh

Dt.Hazaribagh (Illegible)

Ansari (Illegible)

X            A  
X            A

The...



18:-

IN WITNESS WHEREOF the hand of Shri Mohindar Singh  
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.

Witness:

- (1) Lakshmi Nath Singh, W.D. Assistant,  
Revenue & L. Deptt, Govt. of Bihar,  
Patna.
- (2) Vincent Boudh D. Asishah,  
Revenue & Land Reform Deptt, Govt of Bihar,  
Patna.

28-7-76  
Secretary to Government,  
for and on behalf of the Governor of Bihar.

प्रति,

राज्य सचिव सुधार एवं उत्पाद विभाग



Stamp Affixed by  
H.A. Chatterjee  
SUPERINTENDENT  
CALCUTTA COLLECTORATE

INDIA  
RUPEES  
ONE THOUSAND  
SPECIAL  
ADHESIVE  
RS-1000  
RUPEES  
ONE THOUSAND  
SPECIAL  
ADHESIVE  
RS-1000  
RUPEES  
ONE THOUSAND  
SPECIAL  
ADHESIVE  
RS-1000

3482 IR 1694  
This Demand Note is made on the Thirteenth day of August 1944  
thousand nine hundred and fifty-seven BETWEEN THE INDUSTRIAL  
FINANCE CORPORATION OF INDIA, a Corporation established under the  
Industrial Finance Corporation Act 1948 and having its Head Office  
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 1,4  
*and having its office in India at no 30 Chittaranjan Avenue, Calcutta*  
Chome, 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 1933  
and having its Registered Office at 30, Chittaranjan Avenue,  
Calcutta, hereinafter called "the Purchaser" (which expression  
shall unless repugnant to the context or meaning thereof



Names of the executants: Sheikh Hanif and Sheikh Karim Sheikh Gulmohammad, sons of Sheikh Bhikhan deceased, and (4) Sheikh Shatir, self and as guardian, and full brother (of) Khalil and Jalil and said (?) minors son of Rabim Mia deceased, by caste Ansari, occupation household work, residents of Mouza Lapanga, Pargana @ Palani, P.S. Ramgarh, District Hazaribagh.

Executed in favour of:- Indo Asahi Glass Co. Ltd.; place of business Lapanga. P.O. Bhadani Nagar, P.S. Ramgarh, District Hazaribagh.

Nature of document:- Deed of sale.

Measurements of the land:- Land measuring 1-45 one acre forty five decimal, Tand, with permanent Rayati rights, situate at Mouza Lapanga, Thana No.5G, P.S. Ramgarh, Pargana Palani, Sub-Registry Gola, District Rightry and District Hazaribagh, Khata No.23, Khewat No.1, Touji No.283 Plot No.30; Area 1-45 Decimal.

1) The <sup>terms</sup> ~~tenney~~ are that on 16.2.62 A.D. at Gola, one deed of absolute sale, executed by Seikh Suku Mian, son of Bur Mia deceased, own uncle of ~~win~~ the executants, was registered in the name of the aforesaid recipient of the deed, in respect of the said land, against the condieration of 1000/- rupees one thousand. In respect thereof the Book number is 1, Volume number is 7, page Nos. <sup>are</sup> ~~one~~ 321 to 323, Deed number is 646, of 1962 A.D.

2) The terms are that at the time of the survey (settlement) the said Khata No.23 was recorded in the names of Suku Mia, own uncle, and in the name of the father of us the executant Nos. 1 to 3, that is the grand father of executant No.4, Suku Mia and Bhikhan Mia were fullbrothers and they have been and <sup>are</sup> ~~one~~ in <sup>Joint</sup> ~~xxxx~~ possession; that at the date of execution of the said conveyance we the executant wer also to be executants, but could not be so as we were not present (there); and the consideration of the aforesaid conveyance came into theuse of us the executants also as we are joint in family, And the said deed of absolute sale is acceptable to and admitted by us and the (said) deed of sale is admitted to be registered with effect from

this...



-:3:-

Witness: Nageswar (Illegible)  
of Lapanga.

27.3.62.

(Margin of the 2nd Sheet). Same as in Sheet 1,  
but the witness is - Pra Jagannath Prasad of Gola, 27.3.62.

(Margin of the 3rd Sheet) Same as in sheet 1,

But there is no witness:

~~xxx3rdxof~~

(Back of sheet-1).

No.2445. of 27.3.62. Stamp Vendor's endorsement.

Rubber stamps endorsement.

Endorsement that the deed was presented by the executants  
for registration & they were identified by Nageswar Pande son of  
Sri Ram Pavan Pande.

The T.I. of Hanif appears here.

Back of Sheet-2)

No.2446 Stamp Vendor's endorsement.

T.I. and signatures and the executants appear here.



(9)

Executed by (1) Meghan Mian and (2) Madijn Mian, sons of Leda Mian deceased, by caste Answari occupation cultivation, residents of Lapanga Village, Pargana Palani, P. S. Ramgarh, Dt. Hazaribagh.

Executed in favour of:- Indo Asahi Glass Company Ltd. Place of business Lapanga, P. S. Ramgarh, P. O. Bhadani Nagar, Dt. Hazaribagh.

Nature of document - <sup>Deed of Sale</sup> ~~Deceased of Sale~~.

Property Land measuring 1-17 one acre <sup>Seven</sup> ~~Seven~~ decimal Tand, with permanent Ryati rights, situate at Village Lapanga, Thana No. 56 P. S. Ramgarh, Parganas Palani, Sub-Registry Gola District Registry and District Hazaribagh, Khata No. 35 Khewat No. 1, Touzi No. 28, Plot No. 28 Area 1-17 D. N- Partigarha (i.e. unused ditch) S. Lodhan Bedaya, E. Matha Mian W, Suku Mian.

It is provided that on 16-2-62 <sup>at</sup> ~~at~~ Gola, one deed of absolute sale was executed by Mia-nja-n Mian, Alauddin Mian, Azmat Ali, and Saikat Ali, sons of Abdul Wahab Mian, in the name of the holder of the deceased for a consideration of 936/- nine hundred thirty six rupees; whereof the ~~deceased~~ <sup>deed</sup> No. is 644, (recorded in) Book No. 1 volume No. 2 pages 342 to 344, 1962 A. D. and the date of Registration whereof is 10-3-62 A. D.

That at the time of the Survey Settlement the said Khata was entered in the name of Leda Mian, the father of the executants and executants of the deceased are the own nephews of Mian Jan Mian, i.e. they are the grand sons of Leda Mian and the executants and Mian Jan Mian, the executants belonged to a joint family. In the said conveyance, the executants were also to be included but by reason of their absence they could not be included. But the said amount of consideration came to the use of the executants also. The said conveyance as executed is

acceptable.



(Back of Sheet 1) No. 3998 Dt. 16-3-62.

(Stamp vendors endorsement)

(Rubber stamp endorsement)

Endorsement Regarding the presentation of the deed for Registration  
and identification by Majid Miah son of Madin Miah.

(T. I. ) of the executants appear here.



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 purposes aforesaid subject to the condition that before requiring the Company to transfer any specified part as aforesaid the Deputy Commissioner, Hazaribagh, shall give three months' notice in writing to the Company and shall hear and dispose of the objections, if any, that may be filed by the Company which will be entitled to prefer an appeal to the State Government against the decision of the Deputy Commissioner, Hazaribagh, and in consideration of such transfer the Governor shall pay to the Company a sum equal to the amount of compensation 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 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 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 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 of 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 here of, the Company shall, if desirous of selling or







-( 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,

*Amrit Singh*



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

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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