

INDENTURE OF LEASE DATED 01.08.1985 BETWEEN GOVT. OF BIHAR & TISCO

THIS INDENTURE made this, the first day of August of the year One thousand nine hundred and eighty five, between the Governor of the State of Bihar, of the one part, hereinafter referred to as the “Lessor”, and the Tata Iron & Steel Company Limited, having its registered office at Bombay House, 24 Homi Mody Street, Fort, Bombay, hereinafter referred to as the “Lessee”, which expression shall, unless repugnant to the context, be deemed to include its successors and assigns, of the other part.

2. WHEREAS, by a Deed of Agreement, dated the 4th August, 1984, executed between the parties and registered on the 9th November, 1984 in Book No.1 volume 48 pages 412 to 426 being no.6418 and 6417 of the year 1984, at Jamshedpur Sub-Registration Office, it was agreed between the parties that the lessor shall grant unto the lessee leases in respect of vacant lands as well as those with buildings and structures standing thereon and execute deed of lease in respect of lands which are deemed to be leased to the lessee by virtue of sections 7 D and 7 E of the Bihar Land Reforms Act, 1950 as amended from time to time, the last amendment being made by the Bihar Land Reforms (Amendment) Act, 1982 (Bihar Act XVII of 1983), all fully described in Schedule I to V hereto.

3. AND WHEREAS in the aforesaid agreement certain terms and conditions were agreed upon in respect of different categories of lands mentioned above.

And whereas the parties have agreed for modification/additions/substitution of certain terms and conditions in the aforesaid agreement hereinafter mentioned and the same has been modified and agreed upon by the parties :-

- i. At page 7, in paragraph 2, in the first line after the words “The Company”, the word “Only” be added :
- ii. IN the third sub-paragraph of clause (vii) the sentence beginning with the words “For any subsequent change in the use of the land” and ending with the words “bonafides of the change as stated above” shall be substituted by the following sentence :-
“For any subsequent change in the use of the land already put to use under this agreement thirty days prior notice will be given to the government and such change will also be subject to enquiry about the bonafides of the change as stated above”.
- iii. In clause (viii), line 4 (four) before the word “approval” the word “prior” be added.

- iv. In clause (x) between the words “for a period of 40 years” and the words “with option of the Company” the words “with effect from 1st January 1956” in inserted.
- v. The following clauses shall also stand incorporated in the Agreement :-
 - a) If at a later date any bonafide errors or mistakes in classification of the lands is detected the lessor will be competent to correct the same which shall be accepted by the lessee and appropriate deed of modification shall be executed between the parties hereto.
 - b) If at a later date on verification of leases granted by the Company to individuals, societies or industrial undertakings, any lease which is found to be defective, not genuine with a view to defeating the purpose of the Bihar Land Reform Act, 1950, the same shall be liable to be cancelled and the lessor will be free to take suitable action in accordance with the provisions of the Agreement.
 - c) If on subsequent verification of the residuary vacant lands detailed in schedule V of the lease by the joint survey team, any errors or mistakes come to light the same shall be rectified by executing a deed of modification between the parties hereto.
 - d) In regard to encroachments on lands detailed in schedule V of the lease which are the subject matter of cases of proceedings in courts, the judgments or decisions of the courts in such cases, or proceedings subject to Appeals and Revisions to higher courts shall be binding on the parties hereto, subject to the provisions of the Agreement.
 - e) The State Government shall have a right to make inspection of the lands covered by the lease deed through its officer or officers duly authorized in this behalf by the Deputy Commissioner.

4. AND WHEREAS as stated in the aforesaid Agreement a true copy of which is annexed hereto as part of this deed and the modifications made thereto as hereinbefore mentioned, and the terms contained therein including the modified terms as mentioned here-in-before in paragraph 3 (three) of this deed shall be forming part of the terms of this deed, the lessor is of the opinion that it is desirable, in public interest, to grant a lease in respect of the aforesaid lands other than those deemed to be leased to the lessee under section 7 D and 7 E of the said Act and to execute a deed of lease for all such lands including those deemed to be leased under the Act.

5. NOW THIS INDENTURE WITNESSETH THAT the lessor doth hereby demise unto the lessee all the lands and premises as specified in aforesaid schedules hereto with their appurtenances to hold the same unto the lessee from the 1st day of January 1956 for a term of 40 years with option of renewal for periods of thirty years each, on payment of a clear yearly rent at the rates mentioned in the respective schedules for the various categories of lands and the lessor and the lessee covenant with each other that they will perform and observe the terms and conditions set out in the aforesaid Agreement as modified which has been referred in paragraph 4 and which forms part of this lease deed.

In witness whereof the above noted parties have hereunto set their hands and seal the day and year first above written.

Signed by

(K. C. Mishra)
Deputy Commissioner,
Singhbhum

For and on behalf of the Governor of Bihar

In the presence of

1. C.R. Venkatraman, Land Reforms Commissioner
2. N.P. Singh, Commissioner, South Chhotanagpur Divn.

Signed by

(R.H. Mody)
Chairman & Managing Director
The Tata Iron & Steel Co. Ltd.

In the presence of

1. R.N. Sharma, Vice President (A.R.M.), Tisco
2. M.M. Sinha, General Manager (Administration) Tisco