

LAND AT JAMSHEDPUR

(Agreement & Conveyances)

THE TATA IRON AND STEEL COMPANY LIMITED,

AND

THE SECRETARY OF STATE FOR INDIA IN COUNCIL

AGREEMENT

(For acquisition of land at Jamshedpur)

Extract from the Calcutta Gazette no.28 of 1909 dated 14th July, 1909
Part I Pages 947 to 949:

“No.2150 L.A.-the 12th July 1909-the following is published
for general information

F.W. DUKE,
Chief Secretary to the Government of Bengal.”

1. The Enclosed Agreement required the said installments shall cease unless and until it shall be found that any further sum or sums is or are required in which case such further sum or sums shall be paid by the Company to the Collector on demand. In these presents the term "Collector" shall include the persons included in such term by the said Act.

2. As and when any award as to any portion of the said land is made by the Collector such portion shall be transferred to the Company in manner hereinafter mentioned so soon thereafter as conveniently may be provided that the moneys then in the hands of the Collector and paid by the Company as hereinbefore provided shall be sufficient to defray the compensation awarded in respect thereof and all costs and expenses in connection therewith. PROVIDED ALSO that the Company may at any time pay any further or additional sum beyond the installment then due or about to become due to enable such compensation to be paid and such transfer to be made.

3. The said land shall be transferred by the Secretary of State so as to vest absolutely in the Company subject to the conditions contained in Clauses 4 to 9 hereof.

4. The Company shall carry on upon the said land the business or some of the business comprised in the objects for which the Company has been established as declared in its Memorandum of Association and in particular shall erect on some part of the said land suitable works for the conversion or manufacture of steel iron or ferro-manganese within five year after possession of the said land shall be delivered to the Company or within such further time as the Local Government shall allow and shall expend in the erection of such works not less then the sum of twelve lakhs of rupees.

5. The Company shall at all times during the said period of five years or any such extension thereof as aforesaid permit the Local Government or any officers deputed by that Government in that behalf to inspect all works of the Company upon the said land whether in course of construction or otherwise and shall furnish to the Local Government from time to time on demand correct statements of the moneys expended by the Company in the construction of works of the Company upon the said land.

6. In case the Company shall not erect upon the said land the works referred to in Clause 4 hereof within the period therein mentioned and expend thereon the sum of twelve lakhs of rupees at the least then it shall be lawful for the Local Government at any time within six calendar months after the expiry of the said period to enter upon and take possession of the said land or any part thereof in the name of the whole and thereupon the whole of the said land shall ipso facto vest in the Secretary of State upon the following terms :-

- 1) The Secretary of State shall forthwith pay to the Company a sum equal to the amount of the compensation awarded under the said Act and paid by the Company in respect of the said land upon the acquisition thereof including the amount awarded under Section 23(2) of the said Act.
- 2) The Company shall be at liberty at any time or times within twelve calendar months after the said land shall have so vested in the

Secretary of State or within such further period as the Local Government shall consider reasonable and shall prescribe to enter upon the said land and pull down remove and carry away all or any buildings works and other property belonging to the company and standing or being upon the said land. Any property of the Company which may remain upon the said land after the expiry of the said period may be sold by the Local Government either by public auction or otherwise as the Local Government shall think fit and the proceeds of sale after deduction of the expenses of and incidental to the sale shall be paid by the Local Government to the Company.

7. If at any time or times any part or parts of the said land not directly utilized for the purposes of the manufactory of the Company shall be necessary to be possessed by Government for purposes of revenue administration or for purposes connected with public health safety or necessity (of which matters the Local Government shall be the sole judge) the Company shall on being thereunto required by the Local Government transfer to the Secretary of State such part or parts of the said land as the local Government shall specify to be necessary for the purposes aforesaid and in consideration of such transfer the Secretary of State shall pay to the Company a sum equal 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 for the Company including the amount awarded in respect thereof under Section 23(2) of the said Act.

8. The Company may at any time sell or assign its right and interest in such part or parts of the said land as shall no longer be required by the Company for the purposes of its business provided the Company shall have first offered the same to the Local Government at a price not exceeding the lowest amount which the Company shall be willing to accept from third parties and such offer shall have been declined by the Local Government.

9. A public right of way for all purposes shall be recognized by the Company over the said land along:-

- a) the Company's roadway in course of construction from Kalimati Railway Station limits to the village of Beldih on the west side of the said land;
- b) the existing cart track from Kalimati Railway Station to Kalimati Village; and
- c) the existing cart track from Sankchi village through Mohulbera to Kalimati village.

The Company shall not obstruct or permit the obstruction of the nullah in Sankchi village under which pipes are intended to be laid by the Company to reach the river Subernarekha. The Company will recognize any local custom entitling tenants of Sankchi and Mohulbera villages to take wood for fuel or for agricultural purposes from any lands of the Company adjacent to the said villages.

AS WITNESS the common seal of the Company and the hand of Chief Secretary to the Government of Bengal (Revenue Department) for and on behalf of the Lieutenant-Governor of Bengal acting in the premises for and on behalf of the Secretary of State for India in Council the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

All those the following pieces of land situated in the villages of Beldih, Sankchi, Susnigaria and Jogselai in pargana Dhalbhum, zilla Singhbhum (namely)-

*First-*A piece of land measuring, more or less, 10,782 bighas, 19 cottahs and 5 chitaks of standard measurement, equivalent to 3,564.63 acres bounded on the :-

NORTH – by a line drawn from a point on the north-west corner of the village site of Sankchi, about one quarter of a mile from the river Subarnarekha, and thence to the south-west corner of the village site of Sankchi, and thence to the south-cast corner of the said village site, and thence to the south-west corner of the village site of tola Kasidih of village Sankchi and thence to a point south-west of the village site of tola Mohulbera of village Sankchi and thence the libne goes straight eastwards and meets the common boundary of villages Sankchi and Golmundi.

EAST – By village Golmundi and Kalimati.

SOUTH – By Bengal-Nagpur Railways land.

WEST – By river Kharbai from the Railway line to the eastern boundary of villages Jogselai and Khuntadih up to the trijunction point of villages Khuntadih, Belidh and Jogselai, and thence along with common boundary of villages Beldih and Jogselai up to a point west of the village site of Bistupur, a tola of village Jogselai, and thence to a point on the north-east corner of the village site of Beldih, and thence to a point east of the village site of Beldih, and thence by an irregular line up to the starting point.

Second- A strip of land measuring about fifty feet in width and one mile in length and connecting the land first herein described with the piece of land thirdly therein described.

Third- A strip of land measuring about 4.20 acres, situate partly on the bank of the river Subarnarekha and partly in the bed of the said river.

Fourth- A strip of land measuring about 100 feet in width and 1,150 fet in length, comprising about 2.6 acres, adjoining the piece of land thirdly herein described on the south bank of the said river and stretching therefrom diagonally across the said river in a north-westerly direction to its opposite bank, which strip of land lies practically wholly in the bed of the said river.

THE COMMON SEAL of the above-named THE TATA IRON AND STEEL COMPANY LIMITED, was hereto affixed
In the present of

HORMUSJI R. UMRIGAR,
NAROTTAM MORARJEE GOCULDAS

TATA SONS & CO., Agents

WITNESSES to the Signature of
F.W. DUKE, I.C.S., Chief Secretary
to the Government of Bengal (in the
Revenue Department) for His
Honour the Lieutenant-Governor of
Bengal acting in the premises for and
on behalf of the Secretary of State for
India in Council.

F.W. DUKE

J.R. BELLETTY,
Asst., Chief Secy.'s Office
S.DEVASANKAR,
Asst. to Chief Secretary