

LAND AT JAMSHEDPUR

(Agreement & conveyances)

Dated 9th July 1918

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 Dated 17th July, 1918
Part II Pages 1163 to 1165 :-

“Revenue and Judicial Department”

The 12th July 1918

No 4527

IIL-1 R- The following agreement made under section of
land Acquisition Act 1894(Act I of 1894) is
published for general information

Memorandum of Agreement made the ninth day of July One thousand nine hundred and eighteen **BETWEEN THE TATA IRON AND STEEL COMPANY LIMITED**, Company incorporated under the Indian Company's Act, 1882, and having its registered office at Bombay (hereinafter called "the Company") of the one part and **THE SECRETARY OF STATE FOR INDIA IN COUNCIL** (hereinafter called "the Secretary of State") of the other part.

Whereas under an agreement dated the 8th day of July 1909 between the Company and the Secretary of State, published under Notification No.2150 L.A. of the 12th day of July 1909, at pages 947 to 949 of Part 1 of the Calcutta Gazette of the 14th idem, certain lands situated in pargana Dhalbhum in the district of Singhbhum (hereinafter called "the previously acquired lands") were acquired for the Company for the purpose of the construction of works of the Company and other works in connection with the Company's undertaking or business and whereas the Company now intend to extend the said works and have applied to the Lieutenant-Governor of Bihar and Orissa in council (hereinafter called the "Local Government") for the acquisition under the provisions of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") of the additional land described in the Schedule hereto annexed and delineated on the map hereunto annexed for works and purposes in connection with the undertaking or business of the Company, including the construction of residences, the improvement of sanitary conditions and the establishment of experimental agricultural farms : AND WHEREAS the Local Government being satisfied by an enquiry held under their order under Section 40 of the said Act that the said acquisition is necessary for the construction of the said works and that such works are likely to prove useful to the public have consented to the said acquisition pursuant to the provisions of the said Act on the condition of the Company entering into such agreement as is hereinafter contained. NOW THESE PRESENTS WITNESS and it is hereby agreed and declared as follows :-

1. The Company shall and will provide for pay and reimburse to the Local Government in the manner hereinafter mentioned the entire cost of acquiring the said land pursuant to the provisions of the said Act including all compensation damages costs charges and expenses whatsoever which have been or may be paid or incurred in respect of or on account of such acquisition and all law costs and other expenses which have been or may be incurred by the Government upon or in respect of or incidental to the said acquisition or any litigation arising thereout either in the original or appellate courts and including the cost of the establishment and salary of the officer or officers of Government to be employed by Government in connection with or for the purpose of such acquisition.

The moneys which shall become payable by the Company as aforesaid shall be paid by the Company to the Collector and the Company shall within seven days of the receipt of the notice hereinafter mentioned pay to the Collector from time to time until the whole of the moneys payable as aforesaid shall be paid such sums payable as aforesaid as may be demanded by the Collector by notice in writing addressed to General Manager of the Company. 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 money 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 sum or sums already demanded by the Collector 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 hereinafter contained.
4. The Company shall use the said land and the land previously acquired for works and purposes in connection with 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 expend upon the extension of their present works a sum of not less than three hundred lakhs of rupees with a ten years after delivery of possession of the said land shall be made to the Company or within such further time as the Local Government shall allow.
5. The Company shall at all times during the said period of ten 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 or the lands previously acquired whether in course of construction or otherwise and shall furnish to the Local Government from time to time on demand correct statements of the additional moneys expended by the Company after the delivery of possession of the said land shall be made to the Company in the construction of the Works of the Company upon the said land or the previously acquired lands.
6. In case of the Company shall not expend the sum of three hundred lakhs of rupees in the manner provided in Clause 4, 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 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 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 matter the Local Government shall be 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 to the transfer upon the acquisition thereof for the Company including the amount awarded in respect thereof under Section 23 (2) of the said Act. The Local Government shall be sole judge of whether any part of the said land is directly utilized for the manufactory of the Company.
8. If at any time the said land or any part or parts thereof shall no longer be required by the Company for the purposes of its business Company shall not be entitled to sell or assign its

interest in such part/parts until it shall have first offered the same to the Local Government at a price equal to the amount of 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 and such offer shall have been declined by the Local Government.

When such offer has been made by the Company the Local Government may accept it in respect of such part or parts or of any portion or portions of such part or parts of the said land and decline it as to the remainder.

9. A public right of way shall be recognised by the Company over such roads or paths as the Local Government may prescribe.

As Witness the Common Seal of the Company and the hand of Edward Lister, Secretary to the Government of Bihar and Orissa (Revenue Department), for and on behalf of the Lieutenant-Governor of Bihar and Orissa in Council 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 that piece of land situate in the villages of (1) Khuntadi (2) Sonari (3) Gumryagora (4) Ulyan (5) Bhetya (6) Kadma (7) Sakchi (Sankchi) (8) Beldi (Bheldi) (9) Golmuri (Golmondi) and (10) Kalimati in Pargana Dhalbhum, Zila Singhbhum, namely a piece of land measuring more or less 7200.39 acres equivalent to 24,209 bighas 16 cottahs 8 chitaks of local measurement bounded on the –

NORTH – By river Subernarekha and the boundary of village Bara.

EAST – By the boundary of villages Bildih and Jojobera.

SOUTH – By Bengal-Nagpur Railway line, the previously acquired area of the T.I.S. & Co. Ltd. in villages Susnigeria, Sakchi and Beldi and the river Khorkai.

WEST – By river Khorkai.

Note – The plots containing mosques, temples, graveyards and other religious buildings in mouzas, Khutadi, Kadma, Sakchi and Beldih are excluded from acquisition.

THE COMMON SEAL of the above
named THE TATA IRON AND
STEEL COMPANY LIMITED, was
hereto affixed in the presence of

The seal of
The Tata Iron
& Steel
& Ltd.

A.J. BILIMORIA,
CHUNILAL V. MEHTA.

Directors,

For and on behalf of
THE TATA IRON AND STEEL CO., LTD.,
TATA SONS LTD., Agents,
A.J. BILIMORIA,
Director

WITNESS to the signature of E.
LISTER, Secretary to the
Government of Bihar and Orissa
in the Revenue Department for
His Honour the Lieutenant –
Governor of Bihar and Orissa in
Council acting in the premises for
and on behalf of the Secretary of
State for India in Council.

E. LISTER.

W.H. LEWIS,
Under-Secretary to Government
in the Revenue Department,
Bihar and Orissa.
July 9th, 1918