

LAND AT JAMSHEDPUR

(Agreement & conveyances)

Dated 18TH October 1919

THE TATA IRON AND STEEL, LIMITED

AND

THE SECRETARY OF STATE FOR INDIA IN COUNCIL

AGREEMENT

Memorandum of Agreement made the eighteenth day of October One thousand nine hundred and nineteen Between **THE TATA IRON AND STEEL COMPANY, LIMITED**, a Company incorporated under the Indian Companies 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 the Agreement dated the eighth day of July One thousand nine hundred and nine between the Company and the Secretary of State, published under Notification No.2150 L.A. of the twelfth day of July One thousand nine hundred and nine, at pages 947 to 949 of Part 1 of the Calcutta Gazette of the fourteenth Idem, certain lands situated in Pargana Dhalbhum in the District of Singhbhum 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 to form or take part in the formation of subsidiary Companies for the promotion and development of industrial undertakings or businesses subsidiary to the undertaking or business of the Company or capable of being conducted so as directly or indirectly to benefit the Company (hereinafter called "other Companies") and the Company have applied to the Lieutenant Governor of Bihar and Orissa in Council (hereinafter called the "Local Government") for the acquisition under the provision of the Land Acquisition Act 1894 (hereinafter referred to as "the said Act") of the additional land described in the Schedule hereunder written and delineated in the map hereunto annexed for works and purposes in connection with the undertaking or business of the Company and the establishment, by the Company or by other Companies formed or hereafter to be formed, of industrial undertakings or business subsidiary to the undertaking or business of the Company, including the construction of residences, and the improvement of sanitary conditions by the Company or other Companies as aforesaid and also 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 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 the 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 said land shall not be used by the Company or any of the other Companies as aforesaid for any purposes other than those specified in the preamble.
5. If at any time or times any part or parts of the said land not directly utilized for the purposes of the manufactory or works of the Company or of the other Companies as aforesaid 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 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. The Local Government shall be sole judge of whether any part of the said land is directly utilized for the manufactory or works of the Company or of the other Companies an aforesaid, and no demise which may be made hereafter by the Company shall in any way affect the obligation of the Company under this clause.
6. 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 the Company shall not be entitled to sell or assign its interest in such part or 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 until 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 as it may deem fit and decline it as to the remainder.

7. A public right of way shall be recognised by the Company over such road or paths as the Local Government may prescribe and no demise which may be made hereafter by the Company shall in any way affect such public right of way.

AS WITNESS the Common Seal of THE TATA IRON AND STEEL COMPANY LIMITED and the hand of JOHN AUSTEN HUBBACK 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 (Golmundi), (10) Kalimati, (11) Bara, (12) Baridih, (13) Moharda, (14) Murakatti, (15) Nildih and (16) Jojobera in the Pargana Dhalbhum Sub-Registry Office Ghatsila, Thana Ghatsila, Zila Singhbhum, Namely, a piece of land measuring, more or less, 12214.74 acres, equivalent of 29194 bighas, 15 kathas 1 chitak of local measurement, bounded on the North by the River Subarnarekha, on the East by the boundary of villages Hulang, Manpita, Ghorabandha and Chhota Govindpur, on the South by the Bengal-Nagpur Railway line, the previously acquired area of The Tata Iron and Steel Company, Limited in villages Susnigoria, Sakchi and Beldi and the River Khorkai, and on the West by the river Khorkai.

Note:- The following plots containing mosques, graveyards and other religious building in Mauzas Khuntandi, Kadma, Sakchi and Beldi are excluded from acquisition.

Name of Village	Plot No.		Area in				Description	Remarks
			B.	K.	Dh	Acres.		
Kadma	182		0	2	8	0.05	Debasthan	Tiles shed
Beldih	Part of	215	0	11	0	0.23	Mosque	Pakka Masonry

	Do	93A	0	16	5	0.34	Thakurbari	Thatched house.
	Do.	93B	1	10	12	0.64	Do.	Do.
Khuntadi	Part of	412A	4	1	15	1.71	Graveyard of Muhammadans	
	Do.	412B	3	9	6	1.45	Do. of Telugis	
	Do.	412C	0	18	3	0.38	Idgah	Pakka Masonry.
Sakchi	Part of	109A	7	14	17	3.24	Graveyard of Muhammadans	
	Do.	109B	1	10	12	0.64	Thakurbari of Marwaris	
	Do.	119	0	4	6	0.09	Mosque	Pakka Floor. Thatched shed.
	Do.	212	1	0	11	0.43	Debasthan	
	Total		21	19	15	9.20		

THE COMMON SEAL of THE TATA IRON AND STEEL COMPANY, LIMITED was hereunto affixed pursuant to a Resolution of the Directors of the Company passed at a meeting of the Board held on the second day of October One thousand nine hundred and nineteen in the presence of



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CHUNILAL V. MEHTA,

LALUBHAI SAMALDAS,

Directors.

for and on behalf of
THE TATA IRON & STEEL CO., LTD.,
TATA SONS, LTD.,
J.D. GHANDY,
DIRECTOR

} Agents

J.E.K. DUTT,

District Registrar of Assurances,

Calcutta. 14-2-20.

WITNESS to the signature of JOHN
AUSTEN HUBBACK, 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.

J.A. HUBBACK

RAM CHARAN ROY,

Asstt. Rev. Deptt.

18-10-19.

Presented for registration at 11.30 am on the 14th of February 1920 at the Calcutta Registry Office by A.E. Mitchell of No.1 Hastings Street, Calcutta, by profession a Solicitor, as Agent for The Tata Iron & Steel Company, Limited under a General Power of Attorney No.117 for 1908, executed in the presence of the Sub-Registrar of Bombay.

A.E. MITCHELL.

J.E.K. DUTT,
District Registrar of Assurances, Calcutta.
14-2-20.

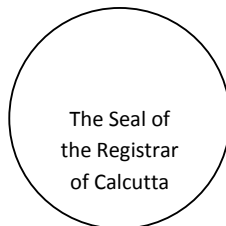
Execution is admitted by A.E. Mitchell under power cited above, who is personally known to me.

(Sd.) A.E. MITCHELL
J.E.K. DUTT,
District Registrar of Assurances,
Calcutta.
14-2-1920

Execution by Mr. J.A. Hubback, Secretary to the Government of Bihar & Orissa, who is exempt from personal appearance in this Office under Section 88 of Act XVI of 1908, is proved by his signature.

J.E.K. DUTT,
District Registrar of Assurances,
Calcutta.

Registered in Book No.1
Volume, No.11 pages 158 to
167 being 919 for the year
1920.



J.E.K. DUTT,
District Registrar of Assurances,
Calcutta.
17-2-20.