

**AGREEMENT BETWEEN GOVT. OF JHARKHAND &  
TATA STEEL ON 20.08.2005  
(REGARDING KEEPING BASTEES OUT OF LEASE)**

**THIS AGREEMENT** made this the Twentieth day of August Two Thousand and Five between the Governor of the state of Jharkhand (hereinafter referred to as the “State”), represented by **Mr Prem Prakash Sharma, Chief Secretary, Government of Jharkhand, of the ONE PART;**

**AND**

**Tata Steel Limited**, an existing Company under Companies Act, 1956, having its Registered Office at Bombay House, 24, Homi Mody Steet, Fort, Mumbai (hereinafter referred to as the “Company”), which expression shall unless repugnant to the context be deemed to include its successors and assigns, represented by Mr. B. Muthuraman, Managing Director, of the OTHER PART.

**WHEREAS** the lands of eighteen villages of Jamshedpur were acquired under the Land Acquisition Act, 1984 for industrial purposes and conveyed to the Company by them Provincial Government, by two separate Deeds of Conveyance in the years 1912 and 1929. The Company utilized the land for setting up its steel works, houses of its employees and other civic amenities. Several portions of the lands were also given by the Company on lease to other industrial undertakings, religious associations, charitable institutions, societies, clubs, individuals etc;

**AND WHEREAS** on the amendment of the Bihar Land Reforms Act, 1950 by Act (5 of 1972), whereby Section 2B was deleted from the act and the estate of the Company vested in the State, disputes and differences arose between the erstwhile Government of Bihar and the Company regarding the operation and effect of the said Amendment Act. The Company filed a Writ application in the Supreme Court (Original Jurisdiction) bearing No. 201 of 1972 challenging the validity of the said Act.

**AND WHEREAS** thereafter the Company withdrew its writ petition and the legislature of Bihar enacted the Bihar Land Reforms (Amendment) Act, 1982 (Act 17 of 1983 enforced w.e.f. 02.01.1984), which introduced amendments in several provisions of the Act including Sections 7E;

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**AND WHEREAS** the Company has continued to develop the town of Jamshedpur and render the civic services to the inhabitants of the town at its cost and mode of management;

**AND WHEREAS** for the expansion and industrial development and interest of the people of the State in general and that of Jamshedpur in particular and to avoid any litigation and to protect and preserve the interest of the Sub-lessees, the erstwhile State of Bihar and the Company entered into an Agreement for Lease which was executed on 4<sup>th</sup> August 1984, which was registered on 9<sup>th</sup> November, 1984;

**AND WHEREAS** in the said Agreement for Lease, it was agreed between the parties that the State shall execute a deed of lease in respect of lands inter alia deemed to be leased to the Company by virtue of Section 7E of the Bihar Land Reforms Act;

**AND WHEREAS** a Deed of Lease was executed between the erstwhile State of Bihar and the Company whereby lands leased by the Company to other industrial undertakings, societies, individuals, charitable institutions, clubs etc, which was deemed to be leased to the Company under the provisions of Section 7E of the B.L.R. Act were categorized into Schedule IV for the purpose of fixation of rent. Such lessees of the Company were deemed to be its sub-lessees and the rent payable by the Company for such lands was the rent payable by the sub-lessees to the Company.

**AND WHEREAS** the said Deed of Lease was executed on 01.08.1985 for a period of 40 years with retrospective effect from 01.01.1956, with options of the Company for renewal for further periods of thirty years each;

**AND WHEREAS** after execution of the Deed of Lease, the State accepted such lessees of the Company as its sub-lessees on the same terms and conditions on which the Company had granted the lease to the sub-lessees and such sub-lessees continue to hold the lease under the Company on payment of rent;

**AND WHEREAS** prior to expiry of the period of lease on 31.12.1995, the Company had applied to the State of Bihar for its renewal for a period of thirty years;

**AND WHEREAS** in the meantime re-organisation of the State of Bihar took place and the leasehold land fell within the new State of Jharkhand and under the provisions of

the Bihar State Re-organisation Act., 2000 , the State of Jharkhand became competent to renew the lease;

**AND WHEREAS** by an Indenture of Lease dated 20.08.2005, the State of Jharkhand has renewed the lease of Jamshedpur lands for a further period of thirty years from 01.01.1996 with options of the Company for further renewals for periods of thirty years each of lands inter-alia of Schedule IV of the Lease Deed dated 01.08.1985 and Appendix- "D" of the Indenture of renewed lease dated 20.08.2005;

**AND WHEREAS** the State is desirous of examining the ground realities of such lands in consultation with the Company and the sub-lessees;

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO :-**

1. The State or any authority appointed by the State will in consultation with the Company and with the consent of the sub-lessee identify such encroached basties in lands forming part of Appendix – "D" of the Indenture of renewed lease dated 20.08.2005 (Schedule IV of lease dated 01.08.1985);
2. The State may initiate steps to exclude such lands of encroached basties from the lease after following due process of law.

IN WITNESS whereof the said parties have hereunto set their hands and seal the day and year first above written.

Signed by

Prem Prakash Sharma, I.A.S  
Chief Secretary  
Govt of Jharkhand  
For on behalf of  
The Governor of Jharkhand

Signed by

B. Mathuraman  
Managing Director  
Tata Steel Limited

In presence of

1. A C Ranjan, I.A.S.  
Principal secretary  
Revenue and Land Reforms  
Department

In presence of

1) P. Sengupta  
Principal Executive Officer  
Tata Steel Ltd.

Government of Jharkhand

2. Dr. N M Kulkarni, I.A.S.  
Dy. Commissioner  
East Singhbhum

2) P. Sinha  
Chief Resident Executive  
Tata Steel Ltd.

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