

AGREEMENT UNDER SECTION 41 OF LAND ACQUISITION ACT, 1894

THIS AGREEMENT made this 21st day of May , Two Thousand Eight between the Ambuja Cements Limited, A Company registered under the Company's Act, 1956 and having its registered office at P.O. Ambuja Nagar, Taluka Kodinar, District Junagarh, Gujarat State, through Shri Rakesh Sharma, Senior Vice President (Commercial) appointed by the Company as its Attorney (hereinafter called "the Company" which expression shall include its heirs, successors and assigns) of the one part and the Government of Himachal Pradesh through the Under Secretary (Industries) to the Government of Himachal Pradesh (hereinafter called the "Government" which expression shall include his successors in office and assigns) of the other part.

Whereas, upon the application of the Company for acquisition of land for the purpose of construction of 2nd Over Land Belt Conveyor and storage of muck, the Government of Himachal Pradesh have agreed to acquire on behalf of the company under provisions of the Land Acquisition Act, 1894 (1 of 1894) the pieces or parcels of land described and delineated in the Schedule hereto annexed and situated in villages Khata, Bagga, Kotlu, Phagwana and Rathoh, Tehsil Arki, District Solan, Himachal Pradesh, measuring 115.07 Bighas, having been shown to the satisfaction of the said Government that the proposed acquisition is needed for the purpose of construction of 2nd Over Land Belt Conveyor and storage of muck.

And whereas the said Government have called upon the Company under the provisions of section 41 of the said Act to enter into the agreement with the "Government" hereafter contained.

Contd....2...

Now, these presents witness and it is hereby agreed and declared as follows :

1. On demand, the Company shall and will pay to the Government of Himachal Pradesh all and every compensation in respect of the said land tendered, paid or awarded to be tendered, paid or awarded by the Collector under the Land Acquisition Act 1894, or by Court or Courts to which an appeal from the award of the said Court may be preferred and all costs, charges and expenses of the proceedings in the aforesaid Courts or otherwise incidental to the proposed acquisition or payable in respect thereof under the provisions of the Act *ibid*.
2. On demand, made by the said Collector the obligation of the Company under the last preceding clause not being thereby limited the Company shall and will deposit with the said Collector such sum or sums of money as in his discretion the said Collector may in anticipation estimate to be necessary for the purpose mentioned in the last preceding clause.
3. On payment by the Company of all demands under the foregoing first clause, or, in the discretion of the said Government of Himachal Pradesh (on deposit by the Company of all estimated amount as provided in the second clause) but not before possession shall have been taken under the provisions of the Land Acquisition Act 1894 the said land to the Company and shall execute and do all such acts and deeds as may be necessary and proper for effectually vesting the same in the Company.

Contd...3...

4. In case, the Company has offered the land and construction etc. in it as security with the previous sanction of the Government for raising loans from Financial Institutions/Banks etc. within India and outside, the Government shall not have recourse to its right or resumption of the lands under this clause, during the period such loan is outstanding.
5. The said land shall be held by the Company for the purpose for which it is acquired or purpose legitimately connected as is hereinbefore mentioned and without the sanction in writing of the said Government of Himachal Pradesh first had and obtained for no other purpose whatsoever.
6. Should the said land held by the Company is not used for the purpose for which it is acquired legitimately connected as is hereinbefore mentioned within a period of three years from the date on which possession of the said land shall have been given to the Company within such further period as in its discretion may be prescribed or allowed by the State Government of Himachal Pradesh or should the lands at any time thereafter cease for a period of 36 consecutive months or ceased to be required for the purpose or purposes provided for in the foregoing 4th clause and in any such case the said Government may summarily re-enter upon and take possession of the said land together with all buildings thereon whether such buildings were erected before or after transfer or the land to the Company and thereupon the interest of the Company in the said land and buildings shall cease and determine.
7. The approval is subject to the condition that R & R Plan and other environmental issues shall be implemented in letter and spirit by the Company.
8. The company will rehabilitate the affected persons suitably as per the R&R Plan of the Company (2007) duly approved by H P Govt. and will try to acquire the land through Consent Award.

Contd....4....

IN WITNESS whereof the seal of the Company has been affixed and the Government of the State of Himachal Pradesh hereinto set his hand and seal, the day month and year hereinabove mentioned.

WITNESSES :

1. _____ For and on behalf of
Ambuja Cements Limited

2. _____ RAKESH SHARMA
Senior Vice President (Commercial)

1 _____ For and on behalf of
Government of Himachal Pradesh

2 _____ Through the Under Secretary (Industries)
Government of Himachal Pradesh

Contd....5...

SCHEDULE

District	Tehsil	Village	Khasra No.	Area	
				Bigha	Biswa
Solan	Arki	Khata	185/95/1	02	01
			191/98/1	01	08
			187/97	00	02
			193/99	00	04
		<u>kitas (4)</u>		03	15
		Bagga	285/1	00	19
			289/7/1	01	08
			292/8	00	10
			294/9	00	09
			297/10/1	00	09
			11/1	00	06
			300/21/1	01	05
			303/22/1	01	10
			308/23 ब/1	02	07
			310/127/1	00	09
			331/154/1	00	18
			333/155	00	03
			337/160	00	11
			153	00	06
			328/144	00	13
			152 अ/1	00	05
			341/164 अ/1	01	05
			275/165 मिन/1	02	02
			347/216/1	00	06
			349/283/217 मिन/1	00	02
			354/219/1	00	08
			356/220/1	00	08
			221/1	00	04
			362/225	00	10
			365/226	00	15
			195/1	00	03
			345/196/1	02	17
			358/223/1	01	09

contd....6...

	370/246	00	03
	373/247	00	03
	377/248/1	03	03
	<u>kitas (31)</u>	<u>26</u>	<u>06</u>
Kotlu	66/60	00	01
	69/62	00	02
	<u>kitas (2)</u>	<u>00</u>	<u>03</u>
Phagwana	222/9	01	08
	225/210/49/1	00	17
	227/211/49/1	00	12
	232/51/1	01	18
	234//107	02	14
	237/109/1	00	16
	213/110/1	00	09
	239/214/110	00	10
	243/123	00	18
	246/128/1	00	02
	248/171/1	03	19
	251/172/1	01	05
	256/175/1	03	08
	254/174	01	08
	258/176	03	04
	261/178/1	01	06
	263/206/179/1	01	07
	<u>kitas (17)</u>	<u>26</u>	<u>01</u>
Rathoh	205	02	04
	202	01	08
	200	00	16
	197	02	06
	380/199	00	05
	381/199	00	13
	194	00	06
	193	01	04
	320/292/178/1	00	07
	320/292/178/2	01	01
	319/292/178	00	06
	315/177	00	18

320/292/178/3	03	11
313/176	01	07
293/178/1	01	19
293/178/2	02	12
280/196	02	05
281/196/1	00	03
281/196/2	02	10
379/308/174/1	02	13
379/308/174/2	05	14
322/209/1	02	09
322/209/2	11	14
385/335/219	09	03
360/299/149	00	02
361/299/149	01	06
<u> </u>	<u> </u>	<u> </u>
kitas (26)	59	02
<u>Total Kitas (80)</u>	<u>115</u>	<u>07</u>

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Whereas, upon the application of the Company for acquisition of land for the purpose of mining and safety zone, the Government of Himachal Pradesh have agreed to acquire on behalf of the company under provisions of the Land Acquisition Act, 1894 (1 of 1894) the pieces or parcels of land described and delineated in the Schedule hereto annexed and situated in villages Sanghoi and Ghamaru, Tehsil Arki, District Solan, Himachal Pradesh, measuring 54.12 Bighas, having been shown to the satisfaction of the said Government that the proposed acquisition is needed for the purpose of mining and safety zone.

And whereas the said Government have called upon the Company under the provisions of section 41 of the said Act to enter into the agreement with the "Government" hereafter contained.

Contd....2...

Now, these presents witness and it is hereby agreed and declared as follows :

1. On demand, the Company shall and will pay to the Government of Himachal Pradesh all and every compensation in respect of the said land tendered, paid or awarded to be tendered, paid or awarded by the Collector under the Land Acquisition Act 1894, or by Court or Courts to which an appeal from the award of the said Court may be preferred and all costs, charges and expenses of the proceedings in the aforesaid Courts or otherwise incidental to the proposed acquisition or payable in respect thereof under the provisions of the Act *ibid*.
2. On demand, made by the said Collector the obligation of the Company under the last preceding clause not being thereby limited the Company shall and will deposit with the said Collector such sum or sums of money as in his discretion the said Collector may in anticipation estimate to be necessary for the purpose mentioned in the last preceding clause.
3. On payment by the Company of all demands under the foregoing first clause, or, in the discretion of the said Government of Himachal Pradesh (on deposit by the Company of all estimated amount as provided in the second clause) but not before possession shall have been taken under the provisions of the Land Acquisition Act 1894 the said land to the Company and shall execute and do all such acts and deeds as may be necessary and proper for effectually vesting the same in the Company.
4. In case, the Company has offered the land and construction etc. in it as security with the previous sanction of the Government for raising loans from Financial Institutions/Banks etc. within India and outside, the Government shall not have recourse to its right or resumption of the lands under this clause, during the period such loan is outstanding.

Contd...3...

5. The said land shall be held by the Company for the purpose for which it is acquired or purpose legitimately connected as is hereinbefore mentioned and without the sanction in writing of the said Government of Himachal Pradesh first had and obtained for no other purpose whatsoever.
6. Should the said land held by the Company is not used for the purpose for which it is acquired legitimately connected as is hereinbefore mentioned within a period of three years from the date on which possession of the said land shall have been given to the Company within such further period as in its discretion may be prescribed or allowed by the State Government of Himachal Pradesh or should the lands at any time thereafter cease for a period of 36 consecutive months or ceased to be required for the purpose or purposes provided for in the foregoing 4th clause and in any such case the said Government may summarily re-enter upon and take possession of the said land together with all buildings thereon whether such buildings were erected before or after transfer or the land to the Company and thereupon the interest of the Company in the said land and buildings shall cease and determine.
7. The approval is subject to the condition that R & R Plan and other environmental issues shall be implemented in letter and spirit by the Company.
8. The company will rehabilitate the affected persons suitably as per the R&R Plan of the Company (2007) duly approved by H P Govt. and will try to acquire the land through Consent Award.

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IN WITNESS whereof the seal of the Company has been affixed and the Government of the State of Himachal Pradesh hereinto set his hand and seal, the day month and year hereinabove mentioned.

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1 _____ For and on behalf of
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2 _____ Through the Under Secretary (Industries)
Government of Himachal Pradesh

SCHEDULE

District	Tehsil	Village	Khasra No.	Area	
				Bigha	Biswa
Solan	Arki	Sanghoi	90	06	17
			91	00	12
			94	00	11
			96	09	05

contd...5...

	93	17	02
	95	09	15
	<u>391/379/1</u>	<u>02</u>	<u>16</u>
	<u>kitas (7)</u>	<u>46</u>	<u>18</u>
Ghamaru	68/2	03	02
	<u>70/41</u>	<u>04</u>	<u>12</u>
	<u>kitas (2)</u>	<u>07</u>	<u>14</u>
<u>Total Kitas</u>	<u>(9)</u>	<u>54</u>	<u>12</u>

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