

AGREEMENT UNDER SECTION 41 OF THE LAND ACQUISITION ACT, 1894

THIS AGREEMENT made this 5th day of December, 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 setting up of Cement Grinding Unit, 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 village Navagraon, Tehsil Nalagarh, District Solan, Himachal Pradesh, measuring 386.11 Bighas, having been shown to the satisfaction of the said Government that the proposed acquisition is needed for the purpose of setting up of Cement Grinding Unit.

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.

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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.
- 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

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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 of 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.

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. Dinesh Sharma, General Manager,
Ambuja Cements Limited,
Keonthal Commercial Complex, Khalini,
Shimla – 2.

For and on behalf of
Ambuja Cements Limited

2. Kundan Singh Bisht, Officer (Corp. Affairs)
Ambuja Cements Ltd.,
Keonthal Comml. Complex, Khalini,
Shimla – 2.

Sd/-
RAKESH SHARMA
Senior Vice President (Commercial)

- 1 Ram Singh, Section Officer,
Industries (A) Section

For and on behalf of
Government of Himachal Pradesh

- 2 Anileshwar Singh
Senior Assistant,
Inustries (A) Section

Sd/-
Through: the Under Secretary (Industries)
to the Government of Himachal Pradesh

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SCHEDULE

District	Tehsil	Village	Khasra No.	Area (in Bighas)
Solan	Nalagarh	Navagraon	73	11-17-00
			74	05-16-00
			125	05-13-00
			126	00-16-00
			1142 / 127	00-10-00
			1143 / 127	03-10-00
			130	01-02-00
			131	01-03-00
			132	00-16-00
			133	00-16-00
			1079 / 134	00-07-00
			1080 / 134	01-14-00
			136 / 3	00-17-00
			136 / 4	01-05-00
			140	00-16-00
			141	00-06-00
			142	00-08-00
			143	01-00-00
			144	03-17-00
			145	00-15-00
			146	07-02-00
			147	01-00-00

Cont....5...

			148	01-08-00
			149	00-07-00
			150	03-12-00
			151	00-17-00
			152	02-09-00
			153	02-08-00
			154	01-08-00
			155	00-17-00
			156	01-13-00
			157	00-19-00
			158	02-01-00
			159	03-18-00
			160	02-09-00
			161	00-04-00
			1147 / 162	05-07-00
			1148 / 162	03-09-00
			1149 / 162	02-14-00
			163	03-02-00
			164	01-19-00
			165	02-18-00
			166	01-18-00
			167	00-16-00
			168	07-03-00
			169	07-03-00
			170 / 2	02-10-00
			171	02-17-00

Contd....6...

			172	01-01-00
			173	03-08-00
			174	03-08-00
			175	02-08-00
			176	02-02-00
			177	03-15-00
			178	03-12-00
			179	10-10-00
			180	00-16-00
			181	04-18-00
			182	00-16-00
			183	04-16-00
			183 / 1	02-06-00
			184	01-17-00
			185	00-03-00
			186	03-14-00
			1226 / 187	04-10-00
			1227 / 187 / 1	00-06-00
			1227 / 187 / 2	00-19-00
			1228 / 187	00-17-00
			188 / 1	00-03-00
			188 / 2	00-17-00
			189	01-09-00
			190	03-06-00
			191	00-05-00
			192	01-14-00

Contd....7...

			193	01-06-00
			194	00-09-00
			195	04-16-00
			1151 / 196	03-13-00
			1266 / 1153 / 196	01-13-00
			1267 / 1153 / 196	00-08-00
			1154 / 196	03-13-00
			1155 / 196	01-16-00
			1156 / 197 / 1	02-00-00
			1156 / 197 / 2	03-00-00
			1157 / 197	05-00-00
			1268 / 1158 / 197	01-03-00
			1269 / 1158 / 197	01-16-00
			1159 / 197	02-09-00
			198	00-04-00
			1270 / 199	03-05-00
			1271 / 199	03-04-00
			200	01-03-00
			201	00-15-00
			202	00-13-00
			203	01-03-00
			204	02-00-00
			205	00-05-00
			206	01-16-00
			207	01-00-00
			208	01-16-00

Contd...8...

			209	01-04-00
			210	01-14-00
			211	04-02-00
			212	00-14-00
			213	00-19-00
			214	00-17-00
			215	00-17-00
			1164 / 216	04-06-00
			217	00-15-00
			218	01-03-00
			219	00-10-00
			220	02-03-00
			221	01-17-00
			222	00-13-00
			223	01-05-00
			224	02-06-00
			225	00-07-00
			226	05-03-00
			227	05-04-00
			1167 / 228	05-07-00
			1169 / 229	05-00-00
			1170 / 229	00-15-00
			236	11-05-00
			260	00-19-00
			261	00-19-00

Contd....9...

			262	01-00-00
			263	01-00-00
			264	01-17-00
			265	01-16-00
			266	00-18-00
			267	01-02-00
			1081 / 268	02-04-00
			1082 / 268	00-19-00
			1083 / 269	04-10-00
			1084 / 269	02-12-00
			270	00-16-00
			271	01-11-00
			272	03-12-00
			273 / 1	00-11-00
			273 / 2	04-08-00
			273 / 3	01-02-00
			273 / 4	03-05-00
			1273 / 274	03-16-00
			277	02-01-00
			278	09-19-00
			279	07-01-00
			1087 / 285	10-04-00
			1088 / 285	00-15-00
			1231 / 286	01-00-00
			1232 / 286	00-13-00
			287	01-15-00

Contd...10....

			288 / 1	00-06-00
			308	01-12-00
			1274 / 309	03-18-00
			1275 / 309	01-10-00
			1276 / 310	01-10-00
			1277 / 310	00-06-00
			1278 / 311	01-15-00
			1279 / 311	02-05-00
			1280 / 312	03-05-00
			1281 / 312	04-17-00
			313	03-02-00
			Kitas/Area:(162)	386-11-00

WITNESSES :

1. Dinesh Sharma, General Manager
Ambuja Cements Ltd.,
Keonthal Comml. Complex, Khalini,
Shimla-2.

For and on behalf of
Ambuja Cements Limited

Sd/-

RAKESH SHARMA

2. Kundan Singh Bisht, Officer (Corp. Affairs)
Ambuja Cements Ltd.,
Keonthal Comml. Complex, Khalini,
Shimla-2

Senior Vice President (Commercial)

For and on behalf of
Government of Himachal Pradesh

1. Ram Singh, Section Officer,
Industries (A) Section

Sd/-

Through: the Under Secretary (Industries)
to the Government of Himachal Pradesh

2 Anileshwar Singh,
Senior Assistant,
Industries (A) Section