

AGREEMENT UNDER SECTION 41 OF THE LAND ACQUISITION ACT, 1894

This Agreement made on 5th day of August, 2010 (Two thousand ten) between Jaypee Himachal Cement Project (Unit of Jaiprakash Associates Limited) a Company incorporated under the Companies Act, 1956 and having its registered office at Sector-128, Greater Noida, Utter Pradesh-201 304 through Shri K.P. Sharma, Director duly appointed by the Company as its Attorney (hereinafter called “the Company” which expression shall include its heris, successors and assigns) of the first part and the Government of Himachal Pradesh through Shri Roop Singh Verma, Deputy Secretary (Industries) to the Govt. of Himachal Pradesh hereinafter called the “Government”, which expression shall include his successors in office and assigns) of the second part.

Whereas, upon the application of the Company for acquisition of land for the purpose of Water Supply Scheme required for Baga Cement Plant & its Township in Tehsil Arki, Distt. Solan, HP, the Govt. of Himachal Pradesh have agreed to acquire the said land on behalf of the Company for the purpose of Company under the provisions of the land Acquisition Act, 1894 (1 of 1894) the pieces of parcels of land described and delineated in the Schedule hereto annexed and situated in Villages Hawani, Kol & Padiyar, Tehsil Arki, District Solan, HP measuring in total 19.06 bighas having been shown to the satisfaction of the said Government that the proposed acquisition is needed for the purpose of drinking water supply scheme for the Cement Plant and its township.

And whereas the Government have called upon the Company under the provisions of Section 41 of the said Act to enter into the agreement with the Government hereinafter contained. Now, these presents witness and it is hereby agreed and declared as follows:

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1. On demand, the Company shall and will pay to the said Government of Himachal Pradesh the entire cost of acquisition, all and every compensation in respect of the said land tendered, paid or awarded and to be tendered, paid or awarded by the Collector under the land Acquisition Act, 1894 or by the 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 other wise incidental to the proposed acquisition or payable in respect thereof under the provisions of the Act *ibid*.
2. On demand, made by the Collector the obligation of 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 of Collector may in anticipation estimate to be necessary for the purpose mentioned in the preceding clause.
3. On payment by the Company of all demands under the foregoing first clause, or in the discretion of the 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 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 rights or resumption of the land 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 herein before 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 is it 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 government or should the land at any time thereafter not used for periods of 36 consecutive months or the

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same is not 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 and 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 thereupon the interest of the Company in the said land and buildings shall cease and determined.

7. The approval is subject to the condition that R.R. Plan & other environmental issues shall be implemented in letter & spirit by the Company and no effected person will come under the definition of landless.
8. The Company will ensure that the persons whose land/houses are being acquired will be duly compensated in terms of the Rehabilitation and Resettlement Scheme of the Company notified by the Government.

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

Sd/-

[K.P. SHARMA]

DIRECTOR

for AND ON BEHALF OF JAYPEE HIMACHAL CEMENT PROJECET

[Unit of Jaiprakash Associates Limited]

WITNESSES

1. Sd/-
(Rajan Guleria)
C-16 Sector, Lane-I, New Shimla-171009.
2. Sd/-
C-16, Lane-I, Sector-I, New Shimla-171009.

**FOR AND ON BEHALF OF
GOVERNMENT OF
HIMACHAL PRADESH**

1. Sd/-
(Ram Singh), Section Officer, Industries-A Section, HP Sectt.

Sd/-

[ROOP SINGH VERMA]

Deputy Secretary (Industries)

to the Government of Himachal Pradesh.

- 2.Sd/-
(Kuldeep Kumar), Sr. Asstt. , Industries-A Section, HP Sectt.

SCHEDULE
DETAILS OF PIECES OF PARCLES OF LAND REQUIRED FOR
ACQUISITION IN VILLAGE PADIYAR AND HAWANI KOL,
TEHSIL ARKI DISTT. SOLAN

NAME OF VILLAGE	KHASRA NUMBERS	AREA	
Padiyar	142/1	0-3	
	143/1	0-10	
	165	2-17	
	167	2-9	
	168	1-3	
	169	1-7	
	146/1	0-6	
	146/2	0-1	
	158/1	0-1	
	161/1	00-04-15	
	Hawani Kol	527/1	0-8
		594/528/1	0-15
		501/1	-----
502/1		0-2	
502/2		0-5	
503/1		0-17	
502/3		0-5	
503/2		0-2	
507/2		0-9	
509/1		0-9	
510/1		0-7	
511/1		0-3	
506/1		2-10	
99/1		0-2	
118/1		0-6	
117/1		1-8	
98/1		0-3	
114/1		0-13	
539/73/1		0-2	
540/73/1		0-8	
540/73/2	0-2		
540/73/3	0-2		
75/1	0-1		
76/1	0-2		
76/2	0-3		
Total		19-06	