

MINING LEASE

for



IRON & MANGANESE

IN FAVOUR OF

SRI SYED ABDUL HALIM

Executed on dt. 6-4-98

— ★ —

Over an area of 63.87 acres or 25.847 hectares
in village GRAGHAT of Sundergarh district - Orissa

SRI LAKSHMI SHANMUGAM
Consulting Geologist
RQP/BBS/037/2001/A

189



MINING LEASE

for



IRON & MANGANESE

IN FAVOUR OF

SRI SYED ABDUL HALIM

Executed on 6-4-98

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of the Original documents

— ★ —

Debabrata Mishra
Notary Barbil

Regd. No-ON-07/2001.
Dist-Keonjhar (Orissa)

Over an area of 63.87 acres or 25.847 hectares
in village ORAGHAT of Sundergarh district - Orissa

Consent of Geological
RQP/BBS/037/2001

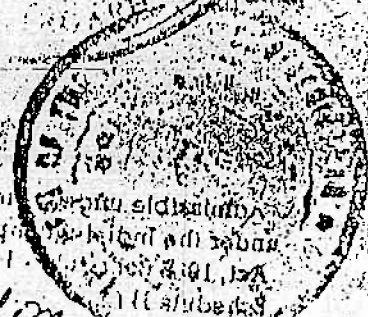
No. 4084. Do. 23.3.34
Stamp worth Rs. 1.500/-
Sold to Samed A. Kalut for
810/-
Vill. P. S. - Ballyga

Dist. Rocky Mts For Lease

(A. BHATTIA)
 S.V., Sundargarh.

STAMP VENDEE

Syeikh Abdur Halim

[illegible]

9.4.22

Registering Office,
Sundergarh.

Syed Abdul Halim

Exemption is admitted by
the above

The above Syed. H. B. A.

Italian who is personally known to me.

Identified by

March 4 1968

S/O...

10

Jos. C. G. G.

Registering Office
Sundargarh.

Syed A G dard Jalini



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Debabrata Mishra
Notary Marbil

Regd. No-ON-07/2001

page-2 Dist-Keonjhar (Orissa)

WHEREAS THE lessee has applied to the State Government in accordance with the Mineral Concess Rules, 1960 (Hereinafter referred to as the said Rules) for a mining lease for Iron and Manganese Ore in respect of the lands described in Part I o the Schedule hereunder written and has deposited with the State Government the sum of Rs. 2000/- as security and the sum of Rs. 1000/- for meeting the preliminary expenses for a mining lease(and WHEREAS THE Central Government has approved the grant of lease)*

WITNESSETH that on consideration of the rents and royalties, covenants and agreements by and in these presents and the schedule hereunder written reserved and contained and on the part of the lessor to be paid observed and performed, the State Government(with the approval of the Central Government)* hereby grants and demises unto lessee.

*In case of minerals included in the First Sched. of the Mines & Minerals (Regulation & Development Act, 1957.

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B. A. Halim.

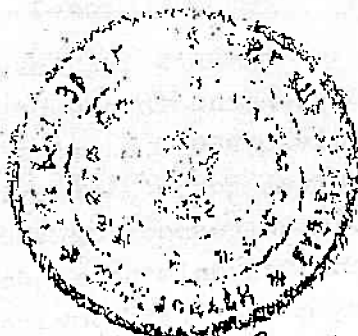
Consulting Geologist
RQP/BBS/037/2001/A

193

Sl. No. 4685 dated 16/8/44
for Rs. 1000/-

STAMP VENDOR

Syed Abdul Halim



Execution by Sri B. K. Das, I. B. S.
for & on behalf of the Governor
of Orissa who is exempt from
personal appearance in this
office u/s 88 Act XVI of 1908 as
proved by his Seal & Signature.

Collector
Sundargarh

9.4.44
Registering-Officer,
Sundargarh.

194

1000/-

1000Rs.

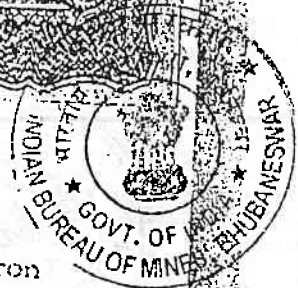
INDIA NON JUDICIAL

₹ 1000

RS 1000

एक हजार रुपये

ONE THOUSAND RUPEES



GOVT. OF INDIA
BUREAU OF MINES

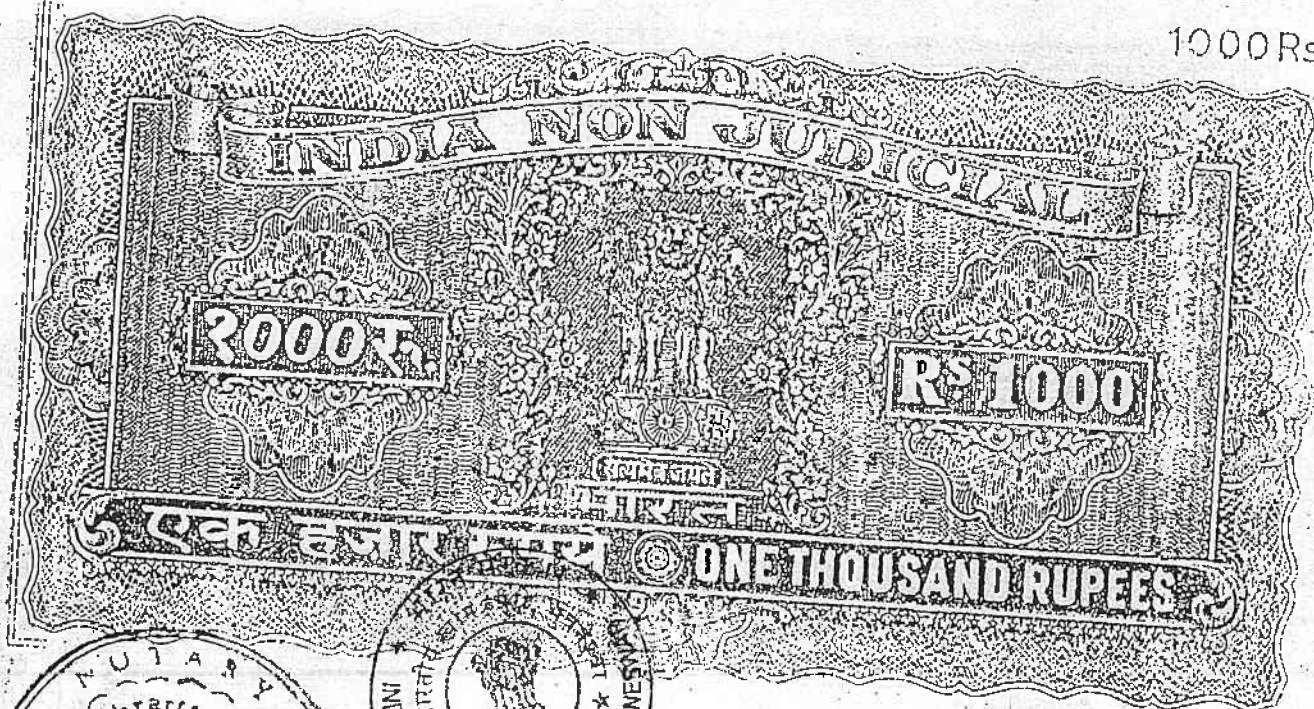
All those the mines beds/veins seams Iron & Manganese Ore (hereinafter and in the Schedule referred to as the said minerals) situated lying and being in or under the lands which are referred to in Part I of the said Schedule together with the liberties, powers and privileges to be exercised or enjoyed in connection herewith which are mentioned in Part II of the said Schedule subject to the restrictions and conditions as to the exercise and enjoyment of such liberties, powers & privileges which are mentioned in Part III of the said Schedule EXCEPT and reserving out of this demise unto the State Government the liberties, powers and privileges mentioned in Part IV of the said Schedule TO HOLD the premises hereby granted and demised unto the lessee from the 6th day of April 1998 for the term of 20 years thence next ensuing YIELDING AND PAYING therefore unto the State Government the several rents and royalties mentioned in Part V of the said Schedule at the respective times therein specified subject to the provisions contained in Part VI of the said Schedule and the lessee hereby covenants

contd..p/4

RQP/BBS/037/2001/A

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1000Rs.



With the said Government as in Part VII of the said Schedule is expressed and the State Government hereby consents with the lessees as in Part VIII of the said Schedule as expressed AND it is hereby mutually agreed between the parties hereto as in Part IX of the said Schedule is expressed.

IN WITNESS WHEREOF these presents have been executed in manner hereunder appearing the date and year first above written.

The Schedule above referred to -

PART - I

THE AREA OF THIS LEASE

Location & area of the lease.

All that tract of lands situated at Village- Oranhat, the Registration District of Sundargarh, Sub-District- Bonal and Phase -Koiria bearing Cadastral survey Nos. 736/5 as below containing an area of 63.87 Acres or 25.847 Hects be thereabouts delineated on the plan hereto annexed and thereon coloured white and bounded as follows :-

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Contd...p/5

B. A. Balim.

Debabrata Mishra
Notary Baril

Regd. No. ON-07/2001
Dist- Koonjhar (Orissa)

Collector,
SUNDARGARH

1996

1000Rs.



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BOUNDARY DESCRIPTION OF THE M.L. AREA GRANTED
FAVOUR OF SAVED ABDUL HALIM FOR IRON & MANGANESE
ORE IN VILLAGE GRAGHAT IN BONAI SUBDIVISION OF
SUNDARGARH DISTRICT OVER 25,847 HECTS OR 63.87 ACRES.
Reference Topo Map :- T. S. No. 73 G/5
Scale = 1 : 50,000

Reference Point :-

The village trijunction point of village Risibenua, Sanindubur and Graghat as shown in 1" = 1 mile scale plan has been taken as the reference point of the area. The starting station 'A' the Station 'D' of the P.L. area of M/s. National Enterprises lies on the Northern Boundary line of the M.L. area of M/s. Rungta Sons (P) Ltd. is situated at a distance of 3340 ft. or 1013.032 metres and on a magnetic forward bearing of 292°-00' from the above noted reference point.

From station 'A' the traverse starts and runs in anticlockwise direction as follows.

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S. A. Holim.

Debabrata Mishra
Notary Barbil

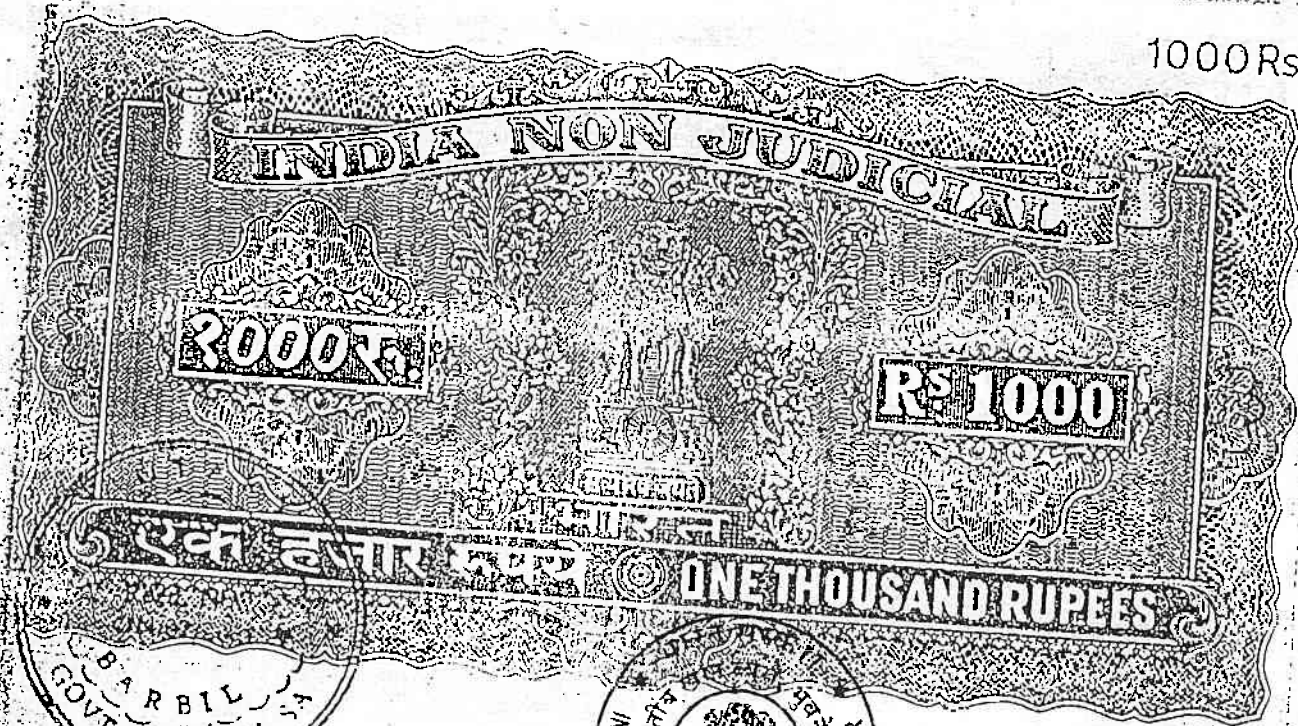
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Dist. Khandagiri (Orissa)

5/6/48
Collector
SUNDARGARH

197

Consulting Geologist
Rajendra...

1000Rs.



EASTERN BOUNDARY LINE

Starts from station 'F' through Stns. B, C, D and E, making interior angle of $150^{\circ}-00'$, $131^{\circ}-00'$, $127^{\circ}-15'$ and $81^{\circ}-00'$ at Stns. B, C, D and E, respectively and runs for a distance of A-B = 645 ft or 196.596 mtrs on a P.B. of $29^{\circ}-20'$ and is common with line D-C of the P.L. area of M/s. National Enterprises, B-C = 250 ft or 76.200 mtrs C-D = 430 ft or 131.064 mtrs, D-E = 325 ft or 99.060 mtrs and E-F = 1055 ft or 321.544 mtrs.

NORTHERN BOUNDARY LINE

Starts from the station 'F' the station 'I' of the P.L. area of Sayed Abdul Halim and runs upto station 'G' through intermediate station 'P', making interior angle of $93^{\circ}-30'$ at station 'F' and runs for a distance of F-P/1 = 785 ft or 239.268 mtrs and P/1 - G = 855 ft or 263.652 mtrs. The line F-P/1 is partly common with the P.L. area of same party for a distance of 608 ft or 185.318 mtrs with the line 9 - 8.

WESTERN BOUNDARY LINE

Starts from station 'G' and runs up to station 'O' through Stns. H, I, J, K, L, M and N, making interior angle of $86^{\circ}-00'$, $93^{\circ}-00'$, $258^{\circ}-00'$, $102^{\circ}-00'$, $271^{\circ}-00'$, $90^{\circ}-00'$, $91^{\circ}-45'$ and $273^{\circ}-30'$ at stations G, H, I, J, K, L, M and N, respectively

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S. A. Holm.

Debarata Mishra

Notary Barbil

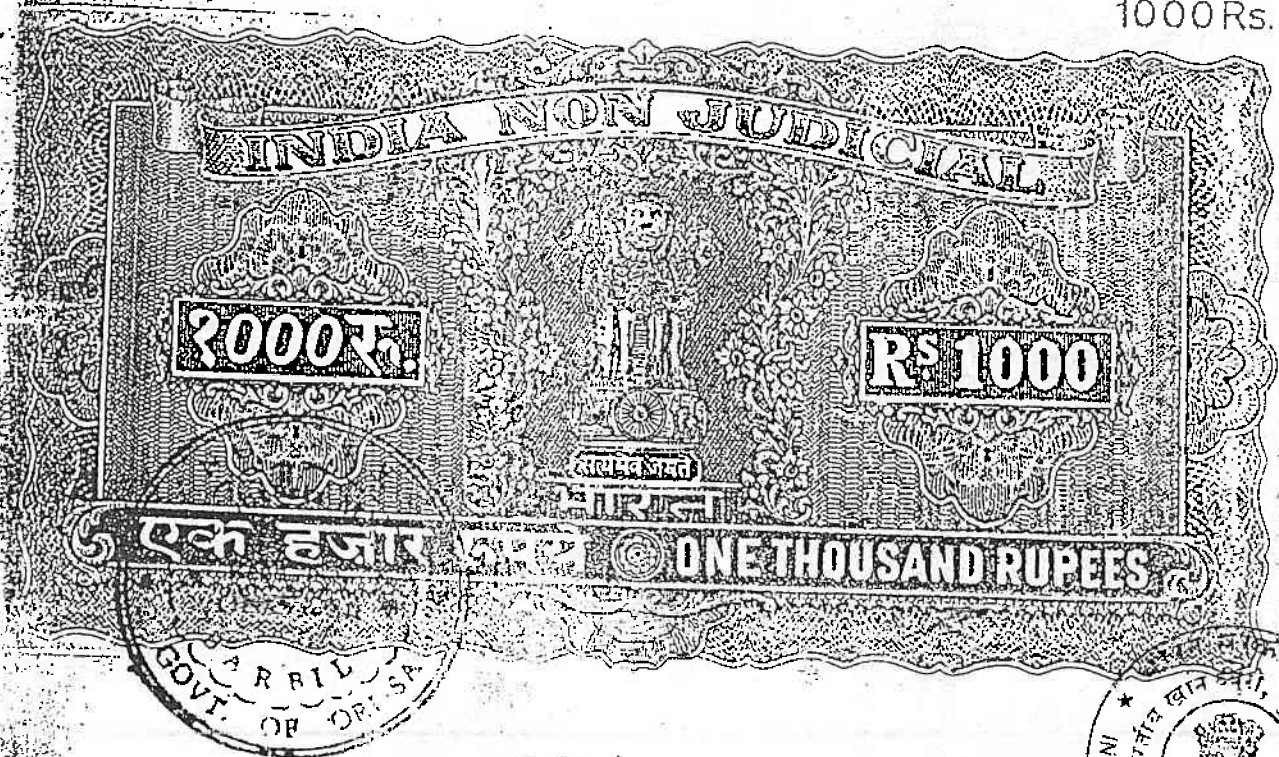
Regd No. N-07-2001

Dist. Tahsil (Orissa)

Co. Sec.

BARBIL

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and covers for a distance of G -H= 315 ft or 96.012 mtrs, H -I= 65 ft or 19.812 mtrs, I -J= 190 ft or 57.912 mtrs, J -K= 450 ft or 137.140 mtrs, K -L= 50 ft or 15.240 mtrs, L -M= 380 ft or 115.824 mtrs, M -N= 30 ft or 9.144 mtrs & N -O= 40 ft or 12.192 mtrs. The line H -I and L -M is common with the M.L. area of M/s. Rungta Sons Pvt. Ltd.

SOUTHERN BOUNDARY LINE :-

Starts from station 'O' and runs upto station 'A' the starting station through intermediate station O/1, making interior angle of $114^{\circ}-30'$ at station 'O' and runs for a distance of O -O/1 = 1000 ft or 304.800 mtrs and O -A = 550 ft or 167.640 mtrs. The O -A is common with the Northern Boundary line of the M.L. area of M/s. Rungta Sons Pvt. Ltd.

At last the traverse line forms an interior angle of $88^{\circ}00'$ at station 'A' the starting station covering over 25.847 hecta or 63.87 acres originally granted running in an anticlockwise direction.

Thus the traverse is closed.

Sd/-R.K. Sèthi

18.11.97

Senior Surveyor, Koira.

Dist. Koira, Orissa

contd...p/B.

Prakash Mishra

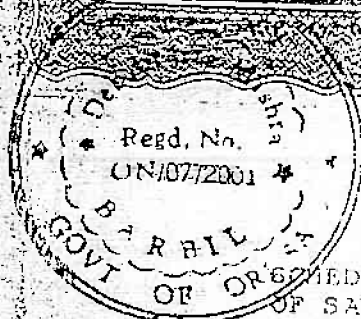
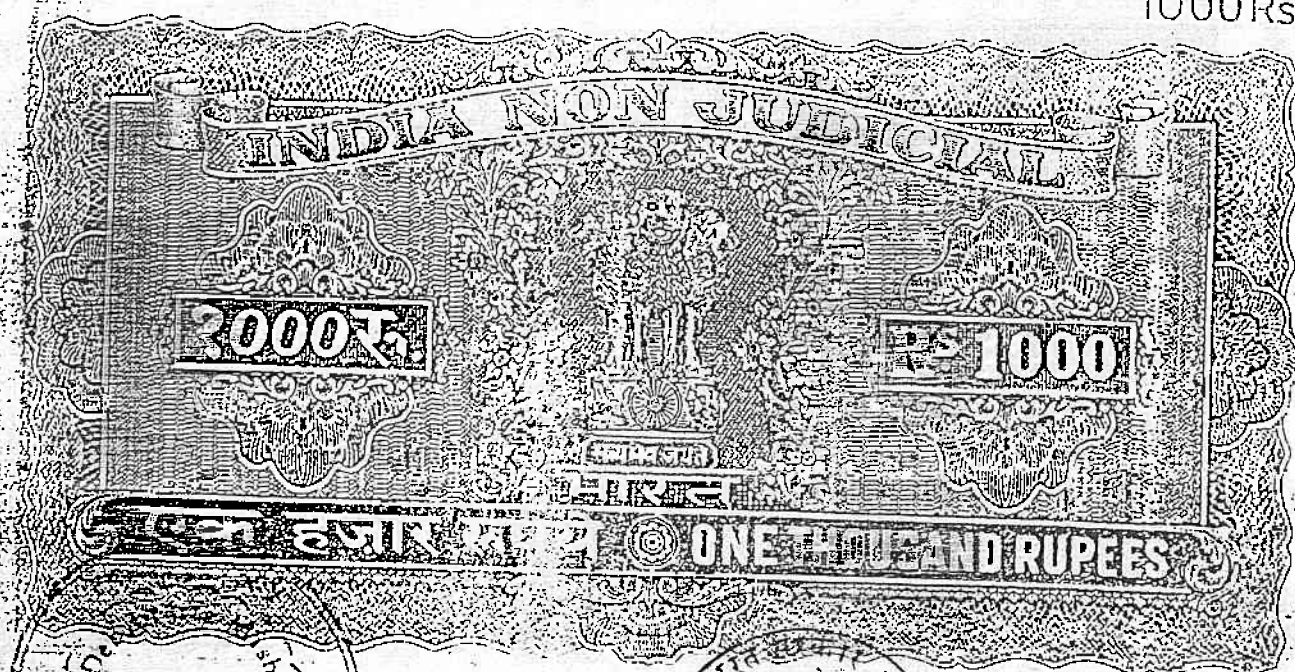
Senior Surveyor

Dist. Koira-07/2001
Dist. Koira (Orissa)

A. A. Balim.

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SRI LAKSHMI
RQP-185/057



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SCHEDULE OF THE GOVT. OF INDIA GRANTED IN FAVOUR
OF SAYED AHMED ALI FOR RESERVATION OF GANESSE ORE IN
VILLAGE- OF IN KONAI SUBDIVISION OF SUNDARGARH
DISTRICT OVER 25.84 HECTS OR 63.87 ACRES.

Plot No.	Khata No.	Name of the tenant	Kidam of land	Area in Acres.	Remarks
1	2	3	4	5	6
24	38	Anand Moha Anabadi	Goda II	0.25	part
75	37	Sahab Charan	Rasta	0.95	do
82	38	Anand Moha Anabadi	Goda II	0.62	do
83	20	Budha Munda	do	0.87	do
84	20	do	Gharbari	0.08	do
85	36	Rajendra	Unnata Jojanajogya.	1.63	Reserve for school.
86	9	Gopal Munda	Gharbari	0.26	
87	9	do	do	0.02	
88	9	do	Goda I	0.97	
89	9	do	Gharbari	0.06	
90	38	Anand Moha	Goda II	0.47	
91	39	Anand Moha	Rahad	13.48	part
96	37	Sahab Charan	Rasta	1.12	do
152	38	Anand Moha	Goda II	0.01	do
155	19	B. Munda	Berna Sa	0.96	do
156	20	Budha Munda	Goda II	0.78	do

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S. A. Hallim.

Debabrata Mishra

Notary Public

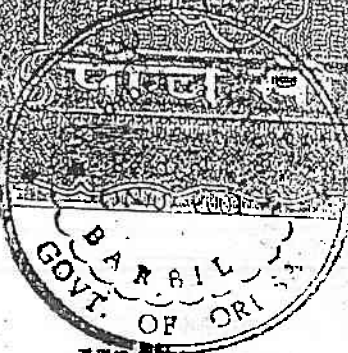
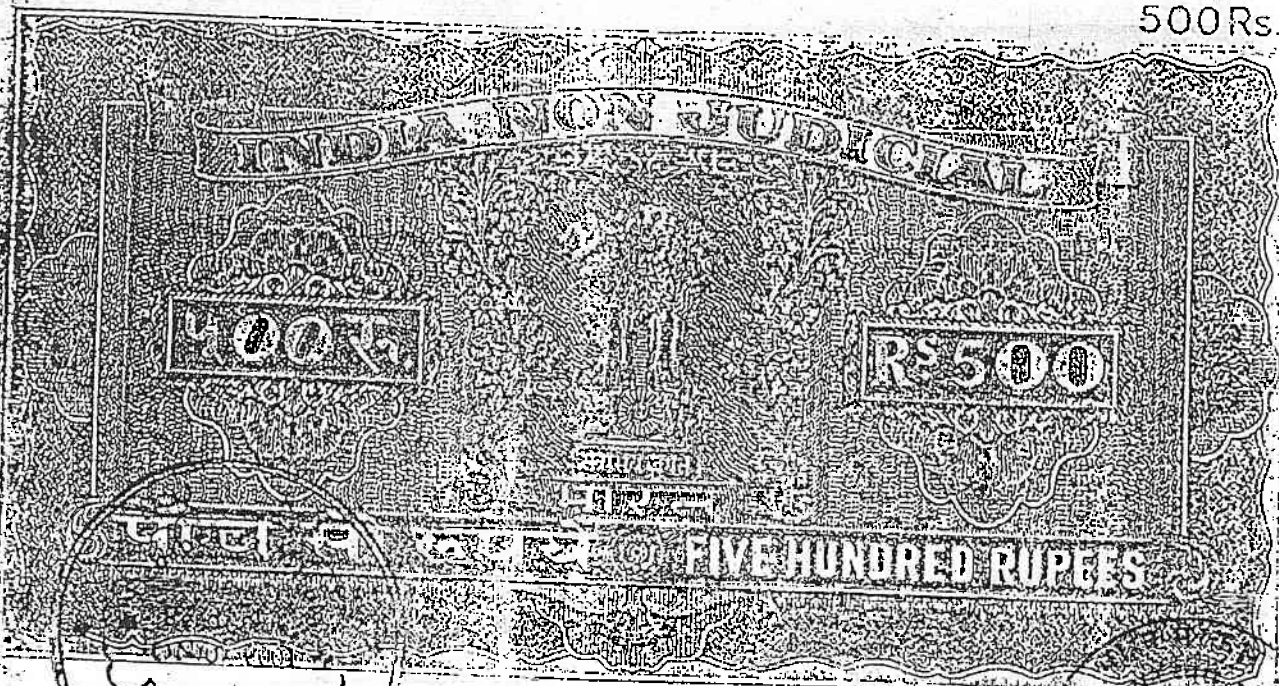
Regd. No. ON-07/2001

At Kesonjhar (Orissa)

SUNDARGARH

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1	2	3	4	5	6
157	25	R.K.Nair & Oth	Goda II	1.55	part
158	25	do	Gharbari	0.02	
159	38	A. J. A.	Goda II	1.15	
160	38	do	do	0.52	
161	38	do	do	0.72	
162	15	Bhanu Mahakud & Oth.	Berna Sa	0.75	
163	15	do	Mal Sa.	0.58	
164	15	do	Goda II	1.26	
165	37	Sarba sadharan	Samsan	0.08	
166	12	Tiru Kisan	Goda I	1.22	
167	12	do	Gharbari	0.02	
168	38	A. J. A.	Goda II	0.84	
169	38	do	Gharbari	0.02	
170	9	Ghasia Munda & Oth.	Goda I	0.54	
171	9	do	Gharbari	0.02	
172	27	Ram Munda & Oth.	Goda II	1.00	
173	27	do	Gharbari	0.04	
174	12	Tira Kisan.	Goda I	0.62	
175	5	Krushna Kisan.	Bahal Sa.	0.26	

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B. A. Holim.

Debabrata Mishra

Notary Barbil

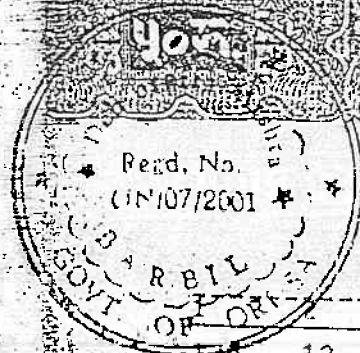
Regd No. 07/2001

Dist-Keonjhar (Orissa)

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SUNDAR DASH

SRI SUNDAR DASH
Consulting Geologist
ROP/DSS/07/2001/A



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176	12	Tira Munda		0.85
177	5	K. Kisan.	Goda I	0.34
178	38	A. J. A.	Goda II	0.34
179	38	do	do	0.32
180	34	S. Munda & Oth.	do	0.53
181	38	A. J. A.	do	0.98
182	9	Ghasia Munda & Oth.	Bahal Sa.	0.52
183	9	do	do	0.03
184	9	do	Goda II	0.35
187	38	A. J. A.	do	1.12
188	38	do	do	1.16
189	15	D. Mahakud & Oth.	Berna Sa.	0.55
190	15	do	Gharbari	0.61
191	15	do	do	0.06
192	38	A. J. A.	Goda II	0.90
193	38	do	Gharbari	0.05
194	38	do	Goda II	0.91
195	34	S. Munda & Oth.	do	1.00
196	9	G. Munda & Oth.	Gharbari	0.46
197	9	do	do	0.03
198	38	A. J. A.	do	0.01
199	38	do	Goda II	0.78
200	20	D. Munda & Oth.	do	0.77
201	20	do	Gharbari	0.03
202	34	S. Munda & Oth.	do	0.03
203	34	do	do	0.04
204	34	do	Goda I	0.04
205	3	Kanhu Munda & Oth.	do	2.20

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Notary Barbil

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Dist- Keonjhar (Orissa)

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2022

FIFTY RUPEES

50 RS

Rezd. No.

ON/07/2001

BARBIL
GOVT. OF ORISSA

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3	4	5
206	3	Kanhu Munda & Oth. Gharbari 0.05
207	2	Kaira Munda do 0.01
208	2	do do 0.50
209	38	A. J. A. Goda II 0.72
210	13	Daba Munda Gharbari 0.02
211	13	do Goda II 0.96
212	13	do Gharbari 0.08
213	28	Laxaman Munda Goda II 0.73
214	28	do Gharbari 0.02
215	37	Sarba sadharan Rasta 0.31
216	24	Mohan Munda Gharbari 0.02
217	24	do Goda II 0.67
218	6	Gandu Apat Goda II 0.02
219	38	A. J. A. do 0.02
220	6	Gandu Apat do 0.66
221	34	S. Munda & Oth. do 0.95
222	15	Dhanu Mahakud & Oth. do 0.86
223	37	Sarba sadharan Samsan 0.13
224	28	Laxaman Munda Goda II 3.26
225	39	A. A. A. Pahad 1.07
229	39	do River 1.10
247	38	A. J. A. Goda II 0.10
354	38	do do 0.13
355	38	do Gharbari 0.01
375	36	Akhit Sarba sadharan 1.40
378	36	do Gocher 0.50

TOTAL:- 63.87 ACRES OR
25.847 HECTS.

Sd/- R.K. Sethi

12.11.97

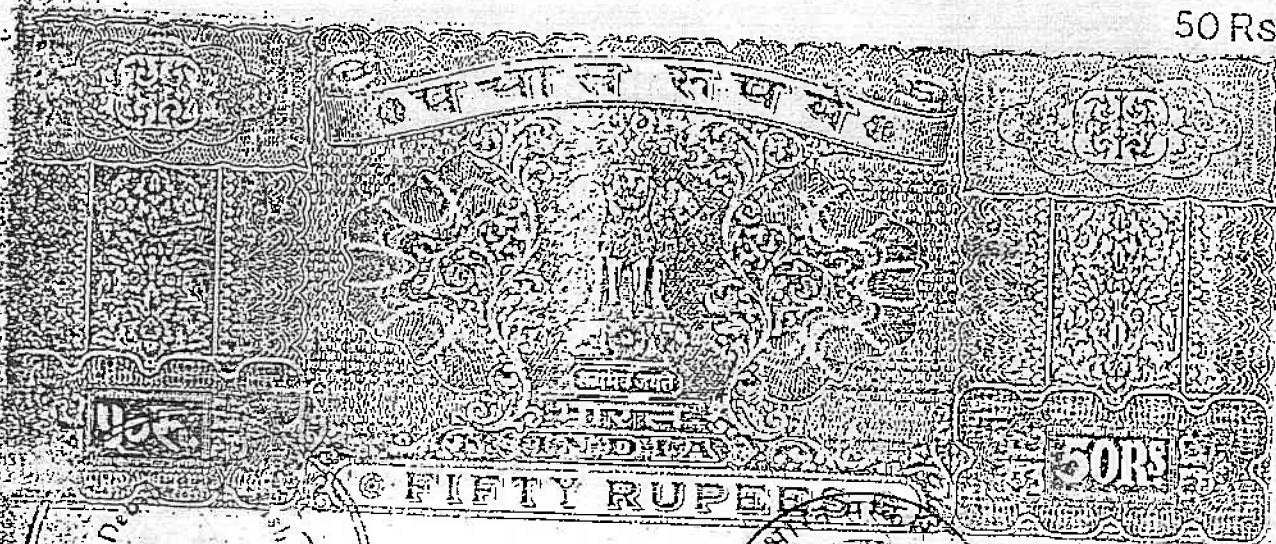
Sr. Surveyor, Barbil

Sd/- R.H.

Sd/- R.H.

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Regd. No.
CN/07/2001

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PART - II

LIBERTIES, POWERS AND PRIVILEGES EXERCISED
AND ENJOYED BY THE LESSEE/LESSOR MINES SUBJECT TO THE
RESTRICTIONS AND CONDITIONS IN PART-III

To enter upon
land & search
for win, work,

1. Liberty and power at all times during
the term hereby demised to enter upon the said lands
and to search for mine, bore, dig, drill for, win, work,
dress, process, convert, carry away and dispose of the
said mineral/minerals.

To sink, drive
& make pits,
shafts and
inclines etc.

2. Liberty and power for or in connection
with any of the purposes mentioned in this part to
sink, drive, make, maintain and use in the said lands
and pits, shafts, inclines, drifts, levels, waterways,
airways and other works (and to use, maintain, deepen
or extend any existing works of the like nature in
the said lands).

To bring &
so machinery
equipment
etc.

3. Liberty and power for or in connection
with any of the purposes mentioned in this part to
erect, construct, maintain and use on or under the said
lands any engines, machinery, plant, dressing floors,
furnaces, coke ovens, brick-kilns, workshops, store-houses,
bungalows, godowns, sheds and other buildings and
other works and conveniences of the like nature on or
under the said lands.

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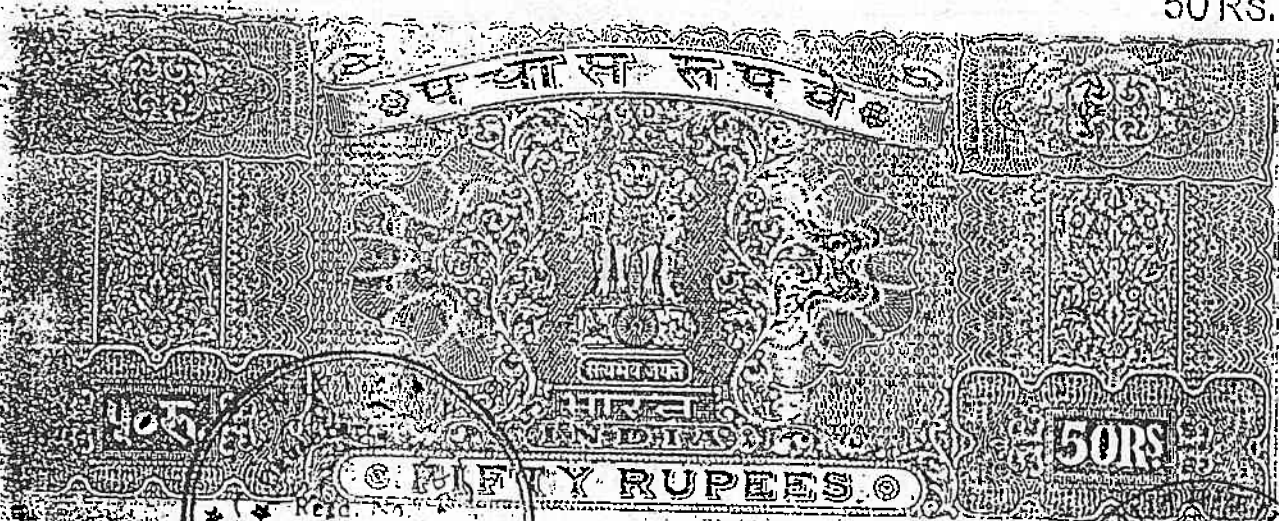
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S. A. Bolim.

Debabrata Mishra
Notary Barbil

Regd. No. CN-07/2001
Dist-Keonjhar (Orissa)

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make roads
ways etc and
existing
roads and
ways.

Liberty and power for or in connection with any of the purposes mentioned in this part to make any tramways, railways, roads, aircraft landing grounds and other ways in or over the said lands and to use, maintain and go and repass with or without horses, cattle, wagons, aircrafts, locomotives or other vehicles over the same (or any existing tramways, roads and other ways in or over the said lands) on such conditions as may be agreed to.

To get
building &
road material
etc.

5. Liberty and power for or in connection with any of the purposes mentioned in this part to quarry and get stone, gravel and other building and road materials and clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use such bricks or tiles but to sell any such material bricks or tiles.

To use water
from streams
etc.

6. Liberty and power for or in connection with any of the purpose mentioned in this part but subject to the rights of any existing or future lessors and with the written permission of Deputy Commissioner/Collector to appropriate and use water from any streams, water-courses, springs or other sources in or upon the said lands and to divert, step up or run any such stream or water-course and collect

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Date: 5/14

S.A. Hallam.

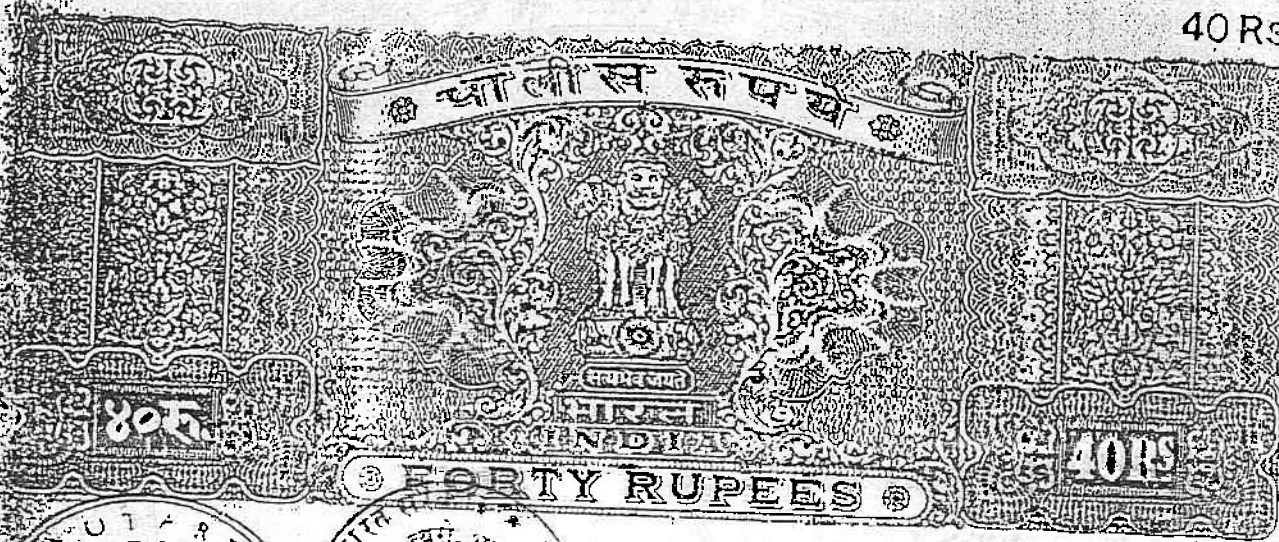
Debabrata Mishra
Notary Public.

Recd. No. ON/07/2001.
Dist- Kharibari (Orissa)

Collector
SRI LAKSHMI NARAYAN
Consul General
RQP/BBS/03/14/01/1A

205

40 Rs.



14. Such water and to make construct and water-course, culverts, drains or reservoirs but not as so to deprive any cultivated lands, villages, buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any stream or springs. Provided that the lessee shall not interfere with the navigation in any navigable stream nor shall divert such streams without the previous written permission of the State Government.

To use land for stacking, heaping, depositing purpose.

7. Liberty and power to enter upon and use a sufficient part of the said lands for the purpose of stacking, heaping, storing or depositing therein any produce of the mines or works carried on and any tools, equipment, earth and materials and substances dug or raised under the liberties and powers mentioned in this part.

Beneficiation & conveying away of production.

8. Liberty and power to enter upon and use a sufficient part of the said lands to beneficiate any ore produced from the said lands and to carry away such beneficiated ore.

To clear brush-wood & to fell and utilise trees etc.

9. Liberty and power for or in connection with any of the purposes mentioned in this part and subject to the existing rights of others and save as

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S. A. Halim

Debabrata Mishra
Notary Public

Regd. No. N-07 2001
Dist-Keonjhar (Orissa)

16/1/98
SUNDAR



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provided in clause 3 of Part III of this Schedule to clear undergrowth and brushwood and to fell and utilise any trees or timber standing or found on the said lands provided that the State Government may ask the lessee to pay for any trees or timber felled and utilised, by him at the rates specified by the Deputy Commissioner/ Collector or the State Government.

PART- III

RESTRICTIONS AND CONDITIONS AS TO THE EXERCISE OF THE LIBERTIES, POWERS AND PRIVILEGES IN PART-II

1. No building or thing shall be erected, set up or placed, and no surface operations shall be carried on in or upon any public pleasure ground, burning or burial ground or place held sacred by any class of persons or any house or village site, public road or other place which the State Government may determine as public ground nor in such a manner as to injure or prejudicially affect any building works property or rights of other persons and no land shall be used for surface operations which is already occupied by persons other than the State Government for works or purposes not included in this lease. The lessee shall not also interfere with any right of dry, well or tank.

No building
etc. upon
certain
places.

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S. A. Holim.

Debabrata Mishra

Notary Barbil

Regd. No. LN/07/2001

Dist- Keonjhar (Orissa)

Collector,
BUNDALGARH.

SRINIVAS RAO
Consulting Geologist
RQ/BB/07/2001/A

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permission
for surface
operations
in a land
not already
in use.

2. Before using for surface operations any land which has not already been used for such operations, the lessee shall give to Deputy Commissioner/Collector of the District two calendar months previous notice in writing specifying the name or other description of the situation and the extent of the land proposed to be so used and the purpose for which the same is required and the said land shall not be used if objection is issued by the Deputy Commissioner/Collector within two months after the receipt by him of such notice unless the objections so stated shall on reference to the State Government be annulled or waived.

To cut
trees in
unreserved
lands.

3. The lessee shall not without the express sanction of the Deputy Commissioner/Collector cut down or injure any timber or trees on the said lands but may without such sanction clear away any brushwood or undergrowth which interferes with any operations authorised by these persons. The Deputy Commissioner/Collector or the State Government may require the lessee to pay for any trees or timber felled and utilised by him at the rates specified by the Deputy Commissioner/Collector of the District.

To enter
upon
reserved
forests.

4. Notwithstanding anything in this Schedule contained the lessee shall not enter upon any reserved forest included in the said lands without previous sanction in writing of the District

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Forest Officer nor fell, cut and use any timber or trees without obtaining the sanction in writing of that Officer nor otherwise than in accordance with such conditions as the State Government may prescribe.

No mining
operations
within 30
metres of
public
works, etc.

5. The lessee shall not work or carry on or allow to be worked or carried on any mining operations at or to any point within a distance of 50 metres from any railway line except with the previous written permission of the Railway Administration concerned or under or beneath any ropeway or any ropeway trestle or station, except under and in accordance with the written permission of the authority owning the ropeway or from any reservoir, canal or other public works such as public roads & buildings or inhabited site except with the previous written permission of the Deputy Commissioner/Collector or any other Officer authorised by the State Government in this behalf and otherwise than in accordance with such instructions, restrictions and conditions either general or special which may be attached to such permission. The said distance of 50 metres shall be measured in the case of railway, reservoir, or canal horizontally from the outer toe of the bank, or the outer edge of the cutting as the case may be and in case of a building horizontally from the plinth thereof. In case of village roads no working shall be carried on within a distance of 10 metres of the outer edge of the cutting except with the previous permission of the Deputy Commissioner/Collector or any other officer duly authorised by the State Government in this behalf and otherwise than in accordance

S. A. Bhatia

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with such directions, restrictions and additions,
either general or special, which may be attached
to such permission.

Explanations :- For the purpose of this
clause the expression 'Railway Administration'
shall have the same meaning as it is defined to
have in the Indian Railways Act, 1890, by clause (6)
of section 3 of that Act. 'Public Road' shall mean
a road which has been constructed by artificially
surfaced as distinct from a track resulting from
repeated use. Village road will include any track
shown in the Revenue record as village road.

6. The lessee shall allow existing and
future holders of Government licences or leases over
any land which is comprised in or adjoins or is
reached by the land held by the lessee reasonable
facilities of access thereto:

PROVIDED THAT no substantial hindrance or
interference shall be caused by such holders of
licences or leases to the operations of the lessee
under these presents and fair compensation (as may
be mutually agreed upon or in the event of disagree-
ment as may be decided by the State Government) shall
be made to the lessee for loss or damage sustained
by the lessee by reason of the exercise of this
liberty.

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PART- IV
LIBERTIES, POWERS AND PRIVILEGES
RESERVED TO THE STATE GOVERNMENT

1. Liberty and power for the State Government, or to any lessee or person authorised by it in that behalf to enter into and upon the said lands, and in search for, win, work, dig, get, raise, dress, process, convert and carry away minerals other than the said minerals, and any other substances and for those purposes to sink, drive, make, erect, construct, maintain and use such pits, shafts, inclines, drifts, levels and other lines, waterways, airways, water courses, drains, reservoirs, engines, machinery, plant, buildings, canals, tramways, railways, roadways and other works and conveniences as may be deemed necessary or convenient.

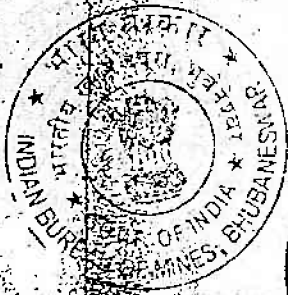
PROVIDED THAT in the exercise of such liberty and power no substantial hindrance or interference shall be caused to or with the liberties, powers and privileges of the lessee under these presents and that their fair compensation (as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government) shall be made to the lessee for all loss or damage sustained by the lessee by reason or in consequence of the exercise of such liberty and power.

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To make
railways
and
roads.

2. Liberty and power for the State Government or any lessee or person authorised by it in that behalf to enter into and upon the said lands and to make upon over or through the same any railways, tramways, roadways or pipelines for any purpose other than these mentioned in Part II of these presents and to get from the said lands stones, gravel, earth and other materials for making, maintaining and repairing such railways, tramways and roads or any existing railways and roads and to and pass at all times with or without horses, cattle or other animals, carts, wagons, arriages, locomotives or other vehicles over or along any such railways, tramways, roadlines and other ways for all purposes and as occasion may require, provided that in the exercise of such liberty and power by such other lessee or persons no substantial hindrance or interference shall be caused to or with the liberties, powers and privileges of the lessee under these presents and that fair compensation as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government shall be made to the lessee for all loss or damage substantial hindrances or interference shall be caused to or with the exercise by such lessee or person of such liberty and power.

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PART- VI

RENTS AND ROYALTIES RESERVED BY THIS LEASE

1. The lessee shall pay, for every year except the first year of the lease, dead rent as specified in clause 2 of this part :

To pay dead
rent or
royalty
whichever
is higher.

Provided that, where the holder of such mining lease becomes liable under section 9 of the Act, to pay royalty for any mineral removed or consumed by him or by his agent, manager, employee, contractor or sub-lessee from the leased area, he shall be liable to pay either such royalty or the dead rent in respect of that area, whichever is higher.

2. Subject to the provisions of clause 1 of this part, during the subsistence of the lease, the lessee shall pay to the State Government annual dead rent for the lands demised and described in Part I of this Schedule at the rate of the time being specified in the Third Schedule to the Act, in such manner as may be specified in this behalf by the State Government.

Rate and
mode of pay-
ment of
dead rent.

3. Subject to the provision of clause I of this part, the lessee shall during the subsistence of this lease pay to the State Government at such times and in such manner as the State Government may prescribe royalty in respect of any mineral/minerals removed by him from the leased area at the rate for the time

Rate and
mode of pay-
ment of
royalty.

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being specified in the Second Schedule to the
Mines and Minerals (Regulation & Development)
Act, 1957.

Payment of
surface rent
and water
rent.

4. The lessee shall pay rent and water
rate to the State Government in respect of all parts
of the surface of the said lands which shall from
time to time be occupied or used by the lessee under
the authority of these presents at the rate of
Rs. 10/-... and Rs. 10/-... respectively per annum
per hectare of the area so occupied or used and so
in proportion for any area less than hectare during
the period from the commencement of such occupation
or used until the area shall cease to be so occupied
or used and shall as far as possible restore the
surface land so used to its original condition.
Surface rent and water rate shall be paid as herein-
before detailed in clause 2. PROVIDED THAT NO such
rent/water rate shall be payable in respect of the
occupation and use of the area comprised in any roads
or ways to which the public have full right to access.

PART- VI

PROVISIONS RELATING TO THE RENTS AND ROYALTIES

1. The rent, water rate and royalties
mentioned in Part V of this Schedule shall be paid
free from any deductions to the State Government
at Kaira and such manner as the State Government may
prescribe. PROVIDED ALWAYS and it is hereby agreed
that Rs. 2,000/- the balance standing to the credit

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Rent and
Royalties
to be free
from
deduction
etc.

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of the lessee on account of the deposit made by him as licensee over an area which included the said lands shall be retained and accepted by the State Government in satisfaction of the rents and royalties mentioned in Part V until they reach that amount.

2. For the purposes of computing the said royalties the lessee shall keep a correct account of the mineral produced and despatched. The accounts as well as the weight of the mineral in stock or in the process of export may be checked by an officer authorised by the Central or State Government.

*(Here specify the mode of arriving at sale price/prices at pits mouth of mineral/minerals).

*(a) Notwithstanding any proof that may be produced by the lessee of sale at pit's mouth of the ore at any lower price, for the purpose of calculation of royalty, the sale price at the pit's mouth shall be calculated back from the price of the ore of recognised markets for the ore in the Country. The State Government shall declare from time to time the commercial Bulletins or Government Statistical Bulletins from which the prevailing price shall be ascertained for the important markets for the mineral. The State Government shall also declare from time to time what they consider fair price of the mineral at the market or markets recognised by the trade

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but also what they consider fair transport and handling charges for the mineral from the pit's head to the important markets either in general or specific mines. The highest price at pit's head on the basis of such prices and transport and handling charges shall be taken as the sale price at pit's mouth.

(b) For the purpose of computing the said royalties the quality of the ore shall be ascertained as follows:-

The lessee shall, before despatch, whether the ore has been sold at site or not, or before beneficiation shall grade the ore into such qualities as may be prescribed by the State Government and every consignments despatched or sent for beneficiation shall not contain ore of more than one such grade. The lessee shall produce evidence of analysis of each consignment despatched or sold or beneficiated by laboratory recognised in the trade for such analysis within two months of the sale, despatch or beneficiation and such analysis report which shall contain analysis of the various factors which the State Government may specify in this behalf shall be taken subject to the following provisions as the quality report for assessing quality of ore : PROVIDED THAT the lessor may take out samples of the ore sold, despatched or beneficiated and get the same analysed through a recognised ANALYST in case such ANALYST discloses a more favourable quality for the lessor,

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adopt such quality for computation of the said royalty and in addition, if such analysis report discloses a difference of one percent or more in the quality of high grade ore, or two percent or more in the case of low grade ore, the cost of such analysis by the lessor shall also be recoverable from the lessee.

3. Should any rent, royalty or other sums due to the State Government under the terms and conditions of the presents be not paid by the lessee within the prescribed time, the same, together with simple interest due thereon at the rate of twenty four percent per annum may be recovered on a certificate of such officer as may be specified by the State Government by general or special order, in the same manner as an arrear of land revenue.

PART- VII

THE COVENANTS OF THE LESSEE/LESSEES

1. The lessee shall pay the rents, water rate and royalties reserved by this lease at such times and in the manner provided in PARTS V and VI of these presents and shall also pay and discharge all taxes, rates, assessments and impositions whatsoever being the nature of public demands which shall from time to time be charges, assessed or imposed by the authority of the Central and State Governments upon or in respect of the premises and works of the lessee in common with other premises and works of a like nature except demands for land revenues.

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To maintain
and keep
boundary
marks in good
order.

2. The lessee shall at his own expense erect and at all times maintain and keep in repair boundary marks and pillars according to the demarcation to be shown in the plan annexed to this lease. Such marks and pillars shall be sufficiently clear of the shrubs and other obstructions as to allow easy identification.

To commence
operation
within a year
and work in
a workman
like manner.

3. The lessee shall commence operation within one year from the date of execution of the lease and shall thereafter at all times during the continuance of this lease search for, win, work and develop, the said minerals, without voluntary intermission in a skillful and workman like manner and as prescribed under clause 12 hereinafter without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops, buildings, structures or other property thereon. For the purposes of this clause operations shall include the erection of machinery, laying of a tramway or construction of a road in connection with the mine.

To indemnify
Government
against all
claims.

4. The lessee shall make and pay such reasonable satisfaction and compensation as may be assessed by local authority in accordance with the law in force on the subject for all damage, injury or disturbance which may be done by him in exercise of the powers granted by this lease and shall indemnify and keep indemnified fully and completely the State Government against all claims which may

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be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith.

To secure &
keep in good
condition
pits, shafts
etc.

5. The lessee shall during the subsistence of this lease well and sufficiently secure and keep open with timber or other durable means all pits, shafts and workings that may be made or used in the said lands and make and maintain sufficient fences to the satisfaction of the State Government round every such pit, shaft or working whether the same is abandoned or not and shall during the same period keep all workings in the said lands except such as may be abandoned, accessible free from water and foul air as far as possible.

To strengthen
and support
the mine to
necessary
extent.

6. The lessee shall strengthen and support to the satisfaction of the Railway Administration concerned or the State Government, as the case may be any part of the mine which in its opinion requires such strengthening or support for the safety of any railway, reservoir, canal, road and any other public works or structures.

To allow
inspection
of workings.

7. The lessee shall allow any officer authorised by the Central Government or the State Government in that behalf to enter upon the premises including any building, excavation or land comprised in the lease for the purpose of inspecting, examining, surveying, prospecting and making plans thereof, sampling and collecting any data and the lessee shall with proper person employed by the lessee and

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accomplish the mines and work effectually assist such officer, agents, servants and workmen in conducting every such inspection and shall afford them all facilities, information connected with the working of the mines which they may reasonably require and also shall and will confirm to and observe all orders and regulations which the Central and State Governments as the result of such inspection or otherwise may, from time to time, see it fit to impose.

8. The lessee shall without delay send to the Deputy Commissioner/ Collector a report of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life or property which may occur in the course of the operations under this lease.

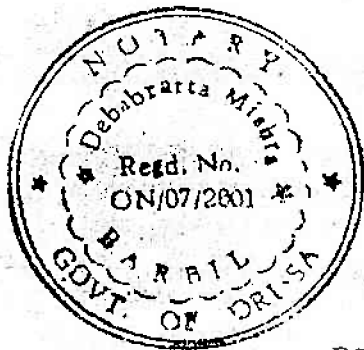
9. The lessee shall report to the State Government the discovery in the leased area of any mineral not specified in the lease within sixty days of such discovery alongwith full particulars of the nature and position of each such find. If any mineral not specified in the lease is discovered in the leased area, the lessee shall not win and dispose of such mineral unless such mineral is included in the lease or a separate lease is obtained therefor.

10. The lessee shall at all times during the said term keep or cause to be kept at an office to be situated upon or near the said lands correct

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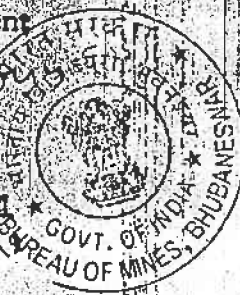
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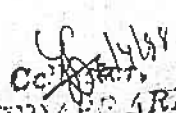
To keep
records and
accounts
regarding
production
and
employees
etc.

and intelligible books of account which shall
contain accurate entries showing from time to
time :-

- (1) Quantity and quality of the said
mineral/minerals realised from the said lands.
- (2) Quantity of the various qualities of
ores beneficiated or converted (for example coal
converted into coke).
- (3) Quantity of the various qualities of
the said mineral/minerals sold and exported separately.
- (4) Quantity of the various qualities of
the said mineral/minerals otherwise disposed of and
the manner and purpose of such disposal.
- (5) The prices and all other particulars
of all sales of said mineral/minerals.
- (6) The number of persons employed in the
mines or works or upon the said lands specifying
nationality, qualifications and pay of the technical
personnel.
- (7) Such other facts, particulars and cir-
cumstances as the Central or the State Government
may from time to time require and shall also furnish
free of charge to such officers and at such times
as the Central and State Governments may appoint
true and correct abstract of all or any such books
of accounts and such information and returns to all
or any of the matters aforesaid as the State Govern-
ment may prescribe and shall at all reasonable times
allow such officers as the Central or State

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Government shall in that behalf appoint to enter into and have free access to the said officers for the purpose of examining and inspecting the said books of accounts, plans and records and to make copies thereof and make extracts therefrom.

To maintain 11. The lessee shall at all times during the said term maintain at the mine office correct intelligible up-to-date and complete plans and sections of the mines in the said lands. They shall show all the operations, and workings and all the trenches, pits and drillings made by him in the course of operations, carried on by him under the lease, faults and other disturbances encountered and geological data and all such plans and sections shall be amended and filed up by and from actual surveys to be made for that purpose at the end of twelve months or any period specified from time to time and the lessee shall furnish free of charge to the Central and State Governments true and correct copies of such plans and sections whenever required. Accurate records of all trenches, pits and drillings shall show :

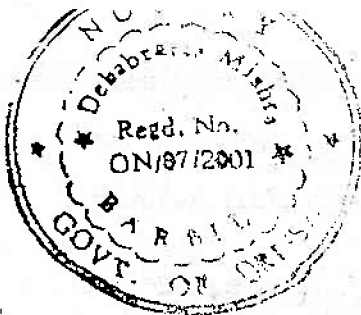
- (a) The subsoil and strata through which they pass.
- (b) Any mineral encountered.
- (c) Any other matter of interest and all data required by the Central and State Governments from time to time.

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A. Halim.

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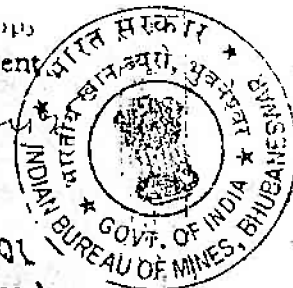
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The lessee shall allow any officer of the Central or the State Government, authorised in this behalf by the Central Government to inspect the same at all reasonable times. He shall also supply when asked for by the State Government/ the Coal Controller, the Director General, Geological Survey of India, the Controller General, Indian Bureau of Mines, a composite plan of the area showing thickness, dip, inclination, etc., of all the seams as also the quantity of reserves quality-wise.

11.A. The lessee shall pay a wage not less than the minimum wage prescribed by the Central or State Government from time to time.

11.B. The lessee shall comply with provisions of the Mines Act, 1952 and the rules made thereunder.

11.C. The lessee shall take measures for the protection of environment like planting of trees, reclamation of land, use of pollution control devices and such other measures as may be prescribed by the Central or State Government, from time to time, at his own expense.

11.D. The lessee shall pay compensation to the owner of the land on the date and in the manner laid down in these rules.

11.E. The lessee shall, in the matter of employment, give preference to the tribals and to the persons who become displaced because of the taking up of mining operations.

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SRI ARINCHURAS
Consulting Engineer

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12. The lessee shall be bound by such rules as may be issued from time to time by the Government of India under Section 18 of the Mines and Minerals (Regulation and Development) Act, 1957 (Act 67 of 1957) and shall not carry on mining or other operations under the said lease in any way other than as prescribed under these rules.

13. Unless specifically exempted by the State Government the lessee shall provide and at all times keep at or near the pit head or each of the pit heads at which the said minerals shall be brought to bank a property constructed and efficient weighing machine and shall weigh or cause to be weighed thereon all the said minerals from time to time, brought to bank, sold, exported and converted and also the converted products and shall at the close of each day cause the total weights, ascertained by such means of the said minerals, ores products raised, sold, exported and converted during the previous twenty four hours to be entered in the aforesaid books of accounts. The lessee shall permit the State Government at all times during the said term to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee. The lessee shall give Seven days previous notice in writing to the Deputy Commissioner/Collector of every such

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or weighing in order that he or some
officer on his behalf may be present thereat.

To allow
test of
weighing
machine.

The lessee shall allow any person or
person appointed in that behalf by the State
Government at any time or times during the said
term to examine and test every weighing machine to
be provided and kept as aforesaid and the weights
used therewith in order to ascertain whether the
same respectively are correct and in good repair
and order and if upon any such examination or test-
ing any such weighing machine or weights shall be
found incorrect or out of repair or order the State
Government may require that the same be adjusted
repaired and put in order by and at the expense of
the lessee and if such requisition be not complied
with within fourteen days after the same shall have
been made the State Government may cause such weigh-
ing machine or weights to be adjusted, repaired and
put in order and the expense of so doing shall be
paid by the lessee to the State Government on
demand and if upon any such examination or testing
as aforesaid any error shall be discovered in any
weighing machine or weights to the prejudice of
the State Government such error shall be regarded
as having existed for three calendar months,
previous to the discovery thereof or from the last

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SRI ARINDAM DASH
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occasion of so examining and testing the same weighing machine and weights in case such occasion shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.

15. The lessee shall make and pay reasonable satisfaction and compensation for all damages, injury or disturbance or person or property which may be done by or on the part of lessee in exercise of the liberties and power granted by these presents and shall at all times save harmless and keep indemnified the State Government from and against all suits, claims and demands which may be brought or made by any person or persons in respect of any such damage, injury or disturbance.

16. The lessee will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working within the said lands of any minerals not included in this lease and shall at all times afford to the Central and State Government and to the holders of prospecting licences or mining leases in respect of any such minerals or any minerals within any land adjacent to the said lands as the case may be reasonable means to access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting working,

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BUNDARGARH



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developing and carrying away the same provided that the lessee shall receive reasonable compensation for any damage or injury which he may sustain by reason or in consequence of the use of such passage by such lessees or holders of prospecting licenses.

(11) The lessee shall not, without the previous consent in writing of the State Government and in the case of mining lease in respect of any mineral specified: /

(a) assign, sublet, mortgage or in any other manner, transfer the mining lease or any right, title or interest therein, or

(b) enter into or make any arrangement contract or understanding whereby the lessee will or may be directly or indirectly financed to a substantial extent by, or under which the lessee's operations or undertakings will or may be substantially controlled by, any person or body of persons other than the lessee;

Provided that the State Government shall not give its written consent unless:

(a) The lessee has furnished an affidavit along with his application for transfer of the mining lease specifying therein the amount that he has already paid or proposes to take as consideration from the transferee;

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S.A. Holim

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BENDANGARI

SRI ARUN DAMDASH
Consulting Geologist
RQP/BBS/03/2001/A



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Notary Barbil
Regd. No-ON-07/2001
Dist-Keonjhar (Orissa)

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(b) The transfer of the mining lease is to be made to a person or body directly undertaking mining operations.

Provided further that when the mortgagee is an individual or a Bank or a Corporation specified in Schedule V, it shall not be necessary for the lessee to obtain any such consent of the State Government.

(13) The State Government shall not give its consent to the transfer of mining lease unless the transferee has accepted all the conditions and liabilities which the transferrer was having in respect of such mining lease.

(14) Without prejudice to the above provisions the lessee may, subject to the conditions specified in the proviso to rule 35 of said rules, transfer this lease or any right, title or interest therein, to a person who has filed an affidavit stating that he has filed up-to-date income tax returns, paid income tax assessed on him and paid the income tax on the basis of self-assessment as provided in the Income Tax Act, 1961 (43 of 1961), on payment of five hundred rupees to the State Government :

Provided that the lessee shall make available to the transferee the original or certified copies of all plans or abandoned workings in the area and in a belt 65 metres wide surrounding it.

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L. Holim.

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46/1/84
Collector,
BANDARGARH



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Dist-Keonjhar. (Orissa)

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Provided further that where the mortgagee is an Institution or a Bank or a Corporation specified in Schedule V, it shall not be necessary for any such Institution or Bank or Corporation to meet with the requirement relating to Income Tax and the said valid clearance certificate.

(3) The State Government, may by order in writing, determine the lease at any time if the lessee has in the opinion of the State Government, committed a breach of any of the above provisions or has transferred the lease or any right, title or interest therein otherwise than in accordance with clause (2).

Provided that no such order shall be made without giving the lessee a reasonable opportunity of stating his case.

13. The lessee shall not be controlled and the lessee shall not allow himself to be controlled by any Trust, Syndicate, Corporation, Firm or person except with the written consent of the Central Government. The lessee shall not enter into or make any arrangement compact or understanding whereby the lessee will or may be directly or indirectly financed by or under which the lessee's operations or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any Trust, Syndicate, Corporation, Firm or

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S. A. Halim.

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SRIPATI K. SINGH
Consulting Engineer
RGNBBS/037/2001A



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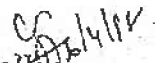
person unless with the written sanction given prior to such arrangement compact or understanding being entered into or made of the Central Government and any or every such arrangement compact or understanding as aforesaid (entered into or made with such sanction as aforesaid) shall only be entered into or made and shall always be subject to an express condition binding upon the other party or parties thereto that on the occasion of a state of emergency of which the President of India in his discretion shall be the sole judge it shall be terminable if so required in writing by the State Government and shall in the event of any such requisition being made be forthwith thereafter determined by the lessee accordingly.

19. Whenever the security deposit of Rs.2000/- or any part thereof or any further sum hereafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the Central or State Government pursuant to the power in hereinafter declared in that behalf the lessee shall deposit with the State Government such further sum as may be sufficient with the unappropriated part thereof to bring the amount in deposit with the State Government up to the sum of Rs.1000/- /500/-.

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S. A. Halim.

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20. The lessee shall at the expiration or sooner determination of the said term or any renewal thereof deliver up to the State Government all mines, pits, shafts, inclines, drifts, levels, waterways, airways, and other works now existing or hereafter to be sunk or made on or under the said lands except such as have been abandoned with the sanction of the State Government and in any ordinary and fair course of working; all engines, machinery, plant, buildings, structures, other works and conveniences which at the commencement of the said term were upon or under the said lands and all such machinery setup by the lessee below ground which cannot be removed without causing injury to the mines or works under the said lands (except such of the same as may with the sanction of the State Government have become disused) and all buildings and structures of bricks or stone erected by the lessee above ground level in good repair order and condition and fit in all respects for further working of the said mines and the said minerals.

21. (a) The State Government shall from time to time and all times during the said term have the right (to be exercised by notice in writing to the lessee) of preemption of the said minerals (and all products thereof) lying in or upon the said lands hereby demised or elsewhere under the control of the lessee and the lessee shall with all possible

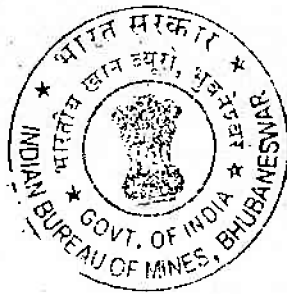
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S. A. Holim.

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BUNDARGARH

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Consulting

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edition deliver all minerals or products or minerals purchased by the State Government under the power conferred by this provision in the quantities or the times in the manner and at the place specified in the notice exercising the said right.

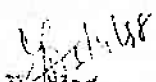
(b) Should the right of pre-emption conferred by this present provisions be exercised and vessel chartered to carry the minerals or products thereof procured on behalf of the State Government or the Central Government be detained on demurrage at the port of loading the lessee shall pay the amount due for demurrage according to the terms of the charter party of such vessel unless the State Government shall be satisfied that the delay is due to causes beyond the control of the lessee.

(c) The price to be paid for all minerals or products of minerals taken in pre-emption by the State Government in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption PROVIDED THAT in order to assist in arriving at the said fair market price the lessee shall if so required furnish to the State Government for the confidential information of the Government particulars of the quantities descriptions and prices of the said minerals or products thereof sold to other customers and of charters entered in for freight for carriage or the same and shall produce to such officer or officers as may be directed

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S. D. Singh
S. D. Singh



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by the State Government original or authenticated copies of contracts and charter parties entered in to for the sale or freightage of such minerals or products.

(d) In the event of the existence of State of war or emergency (of which the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be conclusive proof), the State Government with the consent of the Central Government shall from time to time and all times during the said term have the right (to be exercised by a notice in writing to the lessee) (forthwith take possession and control of the works, plant, machinery and premises of the lessee) on or in connection with the said lands or operations under this lease and during such possession or control the lessee shall conform to and obey all directions given by or on behalf of the Central Government or State Government regarding the use or employment of such works, plants, premises and minerals PROVIDED THAT fair compensation which shall be determined in default of agreement by the State Government shall be paid to the lessee for all loss or damage sustained by him by reason or in consequence of the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further that may be necessary to give effect to the provisions of this clause.

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Dist- Keonjhar (Orissa)

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Employment
of
foreign
national.

22. The lessee shall not employ in connection with the mining operations any person who is not an Indian national except with previous approval of the Central Government.

23. If any of the works or matters which in accordance with the covenants in that behalf hereinbefore contained are to be carried out or performed by the lessee be not so carried out or performed within the time specified in that behalf, the State Government may cause the same to be carried out or performed and the lessee shall pay the State Government on demand all expenses which shall be incurred in such carrying out or performance of the same and the decision of the State Government as to such expenses shall be final.

Furnishing
of geophysical
data.

24. The lessee shall furnish :-

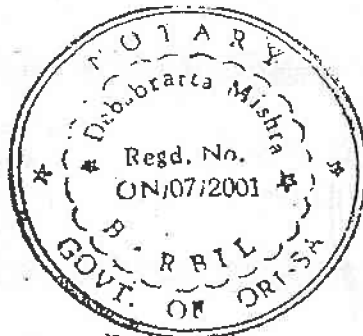
(a) all geophysical data relating to mining fields or engineering and ground water surveys such as anomaly maps, sections, plans, structures, contour maps, logging collected by him during the course of mining operations to the Director General, Geological Survey of India, Calcutta and to the Director of Mining & Geology, Orissa.

(b) all information pertaining to investigations of radio active mineral collected by him during course of mining operations to the Secretary, Department of Atomic Energy, New Delhi and to the Director of Mines, Orissa, Bhubaneswar.

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Data or information referred to above shall be furnished every year reckoned from the date of commencement of the mining lease.

PART- VIII

THE COVENANTS OF THE STATE GOVERNMENT

1. The lessee paying the rents, water rate and royalties hereby reserved and observing and performing all the covenants and agreements herein contained and on the part of the lessee to be observed and performed shall and may quietly hold and enjoy the rights and premises hereby demised for and during the term hereby granted without any unlawful interruption from or by the State Government, or any person rightfully claiming under it.

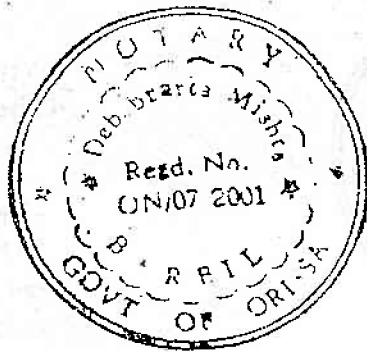
2. If in accordance with the provisions of clause 4 of Part VII of this Schedule the lessee shall offer to pay to an occupier of the surface of any part of the said lands compensation for any damage or injury which may arise from the proposed operations of the lessee and the said occupier shall refuse his consent to the exercise of the right and powers reserved to the State Government and demised to the lessee by these presents and the lessee shall report the matter to the State Government and shall deposit with it the amount offered as compensation and if the Central/State Government is satisfied that the amount of compensation offered is fair and reasonable or if it is not so satisfied and the lessee shall have deposited with it such further

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J. A. Holim.

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Collector,
BUNDARGARH

SRI...
Consulting Engineer
Raj...
Bhubaneswar



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amount as the State and Central Government shall consider fair and reasonable the State Government shall order the occupier to allow the lessee to enter the land and to carry out such operations as may be necessary for the purpose of this lease. In assessing the amount of such compensation, the State Government shall be guided by the principles of the Land Acquisition Act.

3. The mining lease is renewable in terms of the provisions of the Act and the rules made thereunder.

Provided that the State Government may for reasons to be recorded in writing reduce the area applied for.

If the lease is in respect of minerals specified in the First Schedule to the Act, renewal will be subject to the prior approval of the Central Government.

If the lessee be desirous of taking a renewal lease of the premises hereby demised or of any parts of them for a further term from the expiration of the term hereby granted and is otherwise eligible, he shall prior to expiration of the last mentioned term give to the State Government (twelve calendar months) previous notice in writing and shall pay the rent, rates and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained and on the part of the lessee to be observed and performed up to the expiration of the

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E. A. Halim

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BUNDARGAON



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Notary Public

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term hereby granted. The State Government on receipt of application for renewal, shall consider it in accordance with the provisions of the Act and the Rules made thereunder and shall pass orders as it deems fit. If renewal is granted, the State Government will at the expenses of the lessee and upon his executing and delivering to the State Government if required a counter part thereof execute and deliver to the lessee a renewed lease of the said premises or part thereof for the further term of ...20 years at such rents, rates and royalties and on such terms, and subject to covenants and agreements including this present covenant to renew as shall be in accordance with the Mineral Concession Rules, 1950, applicable to Wm. S. Mungam Ore, on the day next following the expiration of the term hereby granted.

4. The lessee may at any time determine this lease by giving not less than 12 calendar months notice in writing to the State Government or to such officer, or authority as the State Government may specify in this behalf and upon the expiration of such notice provided that the lessee shall upon such expiration tender and pay all rents, water rates, royalties, compensation for damage and other moneys which may then be due and payable under these presents to the lessor or any other person or persons and shall deliver these presents to the State Government

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S. A. Halim.

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SRIHARIDASH
Consulting Geologist
KGP/BUS/07/2001/A



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Regd. No-ON-07/2001
Dist- Keonjhar (Orissa)

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then this lease and the said term and liberties,
powers and privileges hereby granted shall absolu-
tely cease and determine but without prejudice to
and right or remedy of the lessor in respect of any
breach of any of the covenants or agreements con-
tained in these presents.

4.A. The State Government may on an appli-
cation made by the lessee permit him to surrender
one or more minerals from his lease which is for a
group of minerals on the ground that deposits of that
mineral have since exhausted or depleted to such an
extent that it is no longer possible to work the
minerals economically subject to the condition that
the lessee :-

- (a) make an application for such surrender
of mineral at least six months before the intended
date of surrender ; and
- (b) gives an undertaking that he will not
cause any hindrance in the working of the mineral
so surrendered by any other person who is subse-
quently granted a mining lease for that mineral.

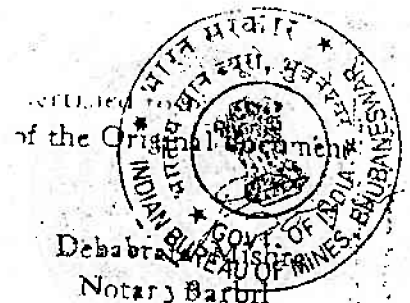
5. On such date as the State Government
may elect within 12 calendar months after the deter-
mination of this lease or of any renewal thereof, the
amount of the security deposit paid in respect of
this lease and then remaining in deposit with the
State Government and not required to be applied to

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S. A. Holim.

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16/11/88
Collector,
BUNDARHARI



Notary Baran
Recd. No. (N/07/2001)
Dist- Keonjhar (Orissa)

any of the purposes mentioned in this lease shall be refunded to the lessee. No interest shall run on the security deposit.

PART- IX

GENERAL PROVISIONS

1. In case the lessee or his transferee/ assignee does/do not allow entry or inspection by the officer authorised by the Central or State Government under clauses (i),(j) or (l) of sub-rule (1) of rule 27 of said rules, the State Government shall give notice in writing to the lessee requiring him to show cause within such time as may be specified in the notice why the lease should not be determined and his security deposit forfeited : and if the lessee fails to show cause within the aforesaid time to the satisfaction of the State Government, the State Government may determine the lease and forfeit the whole or part of the security deposit.

2. If the lessee or his transferee or assignee makes/make any default in payment of rent or water rate or royalty as required by section 9 of the Act or commits a breach of any of the conditions and covenants other than those referred to in covenant (1) above, the State Government shall give notice to the lessee requiring him to pay the rent, water rate, royalty or remedy the breach, as the case may be, within sixty days from the date of receipt of the notice and if the rent, water rate and royalty are not paid or

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S. A. Holim.

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SRI ARUN KUMAR
Consulting Geologist
KOLKATA-700001



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Roll No-ON-07/2001
Bhubaneswar (Orissa)

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the breach is not remedied within such period the State Government may without prejudice to any proceedings that may be taken against him, determine the lease and forfeit the whole or part of the security deposit.

3. In cases of repeated breaches of covenants and agreements by the lessee for which notice has been given by the State Government in accordance with clauses (1) and (2) aforementioned on earlier occasion, the State Government without giving any further notice, may impose such penalty not exceeding twice the amount of the annual dead rent specified in clause 2, Part V.

4. Failure on the part of the lessee to fulfill any of the terms and conditions of this lease shall not give the Central or State Government any claim against the lessee or be deemed a breach of this lease, in so far as such failure is considered by the said Government to arise from force majeure, and if through force majeure the fulfilment by the lessee of any of the terms and conditions of this lease be delayed, the period of such delay shall be added to the period fixed by this lease. In this clause the expression "Force-Majeure" means Act of God, War, Insurrection, Riot, Civil commotion, Strike, Earthquake, Tide, Storm, Tidal wave, Flood, Lightning, Explosion, Fire, Earthquake and any other happening which the lessee could not reasonably prevent or control.

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lessee to
remove his

property or
lease.

5. The lessee having first paid and discharged rents, rates and royalties payable by virtue of these presents may at the expiration or sooner determination of the said term or within six calendar months thereafter(unless the lease shall be determined under clauses 1 and 2 of this part and in that case at any time not less than three calendar months nor more than six calendar months after such determination) take down and remove for his own benefit all or any engines, machinery, plant, buildings, structures, tramways, railways and other works erections and conveniences which may have been erected, set up or placed by the lessee in or upon the said lands and which the lessee is not bound to deliver to the State Government under clause 20 of Part VII of this schedule and which the State Government shall not desire to purchase.

property
left more
than six
months after
determination
of lease.

6. If at the end of six calendar months after the expiration or sooner determination of the said term under the provision contained in clause 4 of Part VIII of this Schedule become effective there shall remain in or upon the said land any engines, machinery, plant, buildings, structures, tramways, railways and other work, erections and conveniences or other property which are not required by the lessee in connection with operations in any other lands held by him under prospecting licence

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Consulting Geologist
RQP/BS/037/2001



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Dist- Kanihjar (Orissa)

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or mining lease the same shall if not removed by the lessee within one calendar month after notice in writing requiring their removal has been given to lessee by the State Government be deemed to become the property of the State Government and may be sold or disposed of in such manner as the State Government shall deem fit without liability to pay any compensation or to account to the lessee in respect thereof.

Notices.

7. Every notice by these provisions required to be given to the lessee shall be given in writing to such person resident on the said lands as the lessee may appoint for the purpose of receiving such notices and if there shall have been no such appointment then every such notice shall be sent to the lessee by registered post addressed to the lessee at the address recorded in this lease or at such other address in India as the lessee may from time to time in writing to the State Government designate for the receipt of notices and every such service shall be deemed to be proper and valid service upon the lessee and shall not be questioned or challenged by him.

Community of State Government from liability to pay compensation.

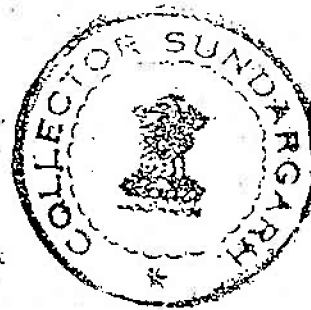
8. If in any event the orders of the State Government are revised, reviewed or cancelled by the Central Government in pursuance of proceedings under Chapter VII of the Mineral Concession Rules, 1960, the lessee shall not be entitled to compensation for any loss sustained by the lessee in exercise of the

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S. A. Holm.

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FUNDAMENTAL



powers and privileges conferred upon him by these presents.

9. For the purpose of Stamp duty the anticipated royalty from the demised land is Rs. 1,00,000/- per year.

IN WITNESS WHEREOF these presents have been executed in the manner hereunder appearing the day and year first above written.

Signed by

SUNDARGARH

For and on behalf of the
Governor/President of India
In the presence of :-

- 1- Sankar Chandra Khuntia Sm. Clerk
- 2- Shankar Chandra go. clerk

In the case of individual and individuals
constituting partnership firm.

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Debabrata Mishra
Notary Public

Regd. No-ON-07/2001
Dist-Keonjhar (Orissa)

1) Signed by the Lessee(s)
above named in the presence of

2) Signed by the ...
the duly constituted
attorney of the lessee
(s) above named in the
presence of

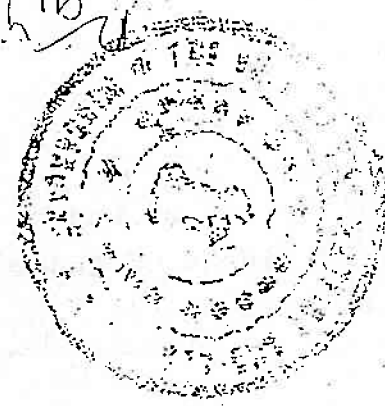
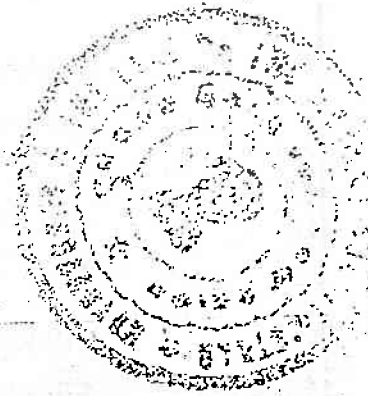
1- S/O Prem Chandra Patra
Ac/P.O. BARBIL

2- Abdul Karim
S/O- Abdul Karim
At- Sundargarh

Typed by S.K. Barik

Date of issue 1998
 Sandarshan
 Registering Officer
 20/4/98

For the year 1998
 Being a
 Pages 34
 Volume 1
 Book No. 1
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Syed Abdul Halim

MINES OWNER

At / Po. : Barbil, Dist - Keonjhar



Branch Office :

137-G (1st Floor), Ashok Nagar

Unit-II, Janpatn, Bhubaneswar - 751009

Tel. : 0674-6523988, Fax : 0674-2532220

C/o-Jagannath Mahapatra

Ward No-2, At-Bhubaneswar

Po : Joda, Dist : Keonjhar

Mob No-9433 11024

Ref. No. :

Date : 05.12.08

To

The Regional Controller of Mines,
Indian Bureau of Mines,
Bhubaneswar Regional Office,
Mahani Complex, 2nd floor, 308, District Centre,
Chandrashekharapur, Bhubaneswar -751016

Sub : Submission of bank guarantee (in original) for **Rs 2,35,855/- (Rupees Two Lakh Thirty Five thousand Eight hundred Fifty Five)** only of Oraghat iron and manganese mine over 25 847ha. under Bonai sub-division of Sundargarh district, Orissa.

Ref : Your letter No.MS/OTF.MEQH/26-ORI/BHU/2008-09 dt. 18.11.2008

APPLICANT : Syed Abdul Halim

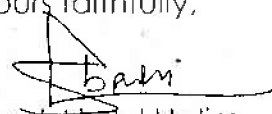
Respected Sir,

I am hereby submitting Bank guarantee of **Rs 2,35,855/- (Rupees Two Lakh Thirty Five thousand Eight hundred Fifty Five)** only drawn in Axis bank Ltd., Bidanasi, Cuttack required for the approval of mining scheme with progressive mine closure plan of the above area for necessary action at your end.

Kindly acknowledge the same.

Thanking you.

Yours faithfully,


Syed Abdul Halim
(Mine owner)

*Received financial
assurance in the form of
Bank Guarantee for Rs. 235855/-
(Rupees Two Lakh Thirty five Thousand
Eight hundred fifty five only)
as above.*


12-12-08
कमल खन भूविज्ञानी
JUNIOR MINING GEOLOGIST
भारतीय खान द्यूरो
INDIAN BUREAU OF MINES
भुवनेश्वर / BHUBANESWAR

Encl - 1. Bank guarantee No. 5500100000001 Dated 03.12.2008

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THE UNIVERSITY OF CHICAGO

LIBRARY

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उड़ीसा ORISSA

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BANK GUARANTEE

To
The Regional Controller of Mines
Indian Bureau of Mines
Mahani complex, 2nd floor
308, District Centre
Chandrasekharpur
Bhubaneswar – 751016

Date: 03.12.2008

Dear Sir,
Guarantee No.: 5500100000001

Amount of Guarantee: Rs. 2,35,855/- (Rupees Two Lakhs Thirty five thousand eight hundred fifty five only)

Guarantee cover from 03.12.2008 to 31.03.2013

Last date for lodgements of claim: 31.03.2013

This deed of Guarantee executed by the Axis Bank Ltd, a company incorporated under the Companies Act, 1956 and carrying on the business of banking under the provision of Banking Regulation Act, having its registered office at 3rd Floor, "Trishul" Opposite Smartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad-380006 and having a Branch at Bidanasi, Cuttack (hereinafter referred to as "the Bank" which expression shall unless repugnant to the subject or context thereof be deemed to include its successors and permitted assigns) In favour of the Regional Controller of Mines, Indian Bureau of Mines, Bhubaneswar (hereinafter referred to as 'the

For AXIS BANK LTD.

Authorised Signatory
Bidanasi Branch, Cuttack.

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For AXIS BANK LTD.
A.V.P. & Branch Head
Bidanasi Branch, Cuttack

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(1) 21.05.2020

Blaustrahl

Sri Susanta Kumar Das
Collectorate Stamp Vender
CUTTACK

02 DEC 2008

TREASURY OFFICER,
CUTTACK

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Beneficiary' which expression shall unless repugnant to the subject or context thereof be deemed to include its successors and permitted assigns) for an amount not exceeding **Rs 2,35,855/- (Rupees Two Lakhs Thirty five thousand eight hundred fifty five only)** at the request of **SYED ABDUL HALIM** (hereinafter referred to as the Contractor/s' the lessee which expression shall unless repugnant to the subject or context thereof be deemed to include its successors and permitted assigns)

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of **Rs 2,35,855/- (Rupees Two Lakhs Thirty five thousand eight hundred fifty five only)** and the Guarantee shall remain in full force up to **31.03.2013 (Date of expiry)**. The date should be co-terminus with the plan period of the mining plan/scheme of mining/Progressive Mine Closure Plan/Final Mine Closure Plan) and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the Bank on or before the 31.03.2013 (Last date of claim) by the Regional Controller of Mines, Indian Bureau of Mines, Bhubaneswar in writing.

SUBJECT TO AS AFORESAID

BANK GUARANTEE & CO-ACCEPTANCE BOND

1. Agreement on production of a Bank Guarantee for **Rs. 2,35,855/- (Rupees Two Lakhs Thirty five thousand eight hundred fifty Five only)** Under Rule 23F of MCDR, 1988 (amended).

2. We, Axis Bank Ltd. a company incorporated under the Companies Act, 1956 and carrying on the business of banking under the provision of Banking Regulation Act, having its registered office at 3 rd Floor, " Trishul" Opposite Smartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad-380006 and having a Branch at Bidanasi, Cuttack to (The Axis Bank Ltd) at the request of **M/s Syed Abdul Halim (the contractor/Lessee)** hereby undertake to pay the Regional Controller of Mines, Indian Bureau of Mines, Bhubaneswar, or any other authority nominated by the Controller General, Indian Bureau of Mines, an amount not exceeding **Rs 2,35,855/- (Rupees Two Lakhs Thirty five thousand eight hundred fifty Five only)** against any loss or damage caused to or suffered or would be caused to or suffered by the Government or towards non- compliance of provisions of Rule 23 A and Rule 23B of Mineral Conservation and Development Rules, 1988 i.e. Final Mine Closure Plan/Progressive Mine closure plan approved in respect of **ML No 1069 as per State Govt. letter No-iii(D)SM-5734 dated 09.07.93 situated in R.S/Survey/Khasra No. over an area of 25.847 Ha. In Oraghat Village Bonai Taluka Sundergarh District Orissa State**, by reason of any breach by the said lessee/contractor of any of the terms or conditions contained in the Final Mine Closure Plan/Progressive Mine Closure Plan *.

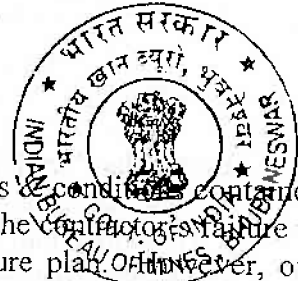
3. We (Axis Bank Ltd.), Bidanasi Branch, do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a written demand from the Regional Controller of Mines, Indian Bureau of Mines stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by

For AXIS BANK LTD.

[Signature]
Authorized Signatory
Bidanasi Branch, Cuttack

For AXIS BANK LTD.

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[Signature]
A.V.P. & Branch Head
Bidanasi Branch, Cuttack



reason of breach by the said lessee/the contractor of any of the terms & conditions contained in the Mining Plan/Scheme of Mining or by reason of the Lessee's/the contractor's failure to perform the said Final Mine Closure plan/progressive Mine Closure plan. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs 2,35,855/- (Rupees Two Lakhs Thirty five Thousand Eight hundred fifty five only)

4. We Undertake To Pay To The Regional Controller of Mines , Indian Bureau of Mines , Bhubaneswar or Any other Authority Approved By The Controller General , Indian Bureau of Mines , Govt of India Any Money So Demanded Notwithstanding Any Dispute or Disputes Raised By The Lessee/contractor In Any Suit or Proceeding Pending Before Any Court or Tribunal Relating Thereto our Liability Under This Present Being Absolute And Unequivocal, unless a restraining order is passed by such court or Tribunal.
The payment so made by us under this bond shall be made discharge of our liability for payment there under and lessee/contractor shall have no claim against us for making such payment.
5. We, (Axis Bank Ltd.), Bidanasi Branch, further agree that the guarantee herein contained shall remain in full force and effect during the period up to the end of the plan period from 03.12.2008 to 31.03.2013 (date of expiry or till the time that would be taken for the performance of the said agreement and shall continue to be enforceable till all the dues of the government under or virtue of said agreement have been fully paid and its claims satisfied or discharged or till regional controller of mines , Indian bureau of mines , certifies that the terms and conditions of the said final mine closure plan , progressive mines , closer plan* have been fully and property carried out by the said lessee and according discharge this guarantee , whichever is earlier . Unless a demand or claim under this guarantee is made on us in writing on or before the 31.03.2013 (expiry date), we shall be discharged from all liability under this Guarantee thereafter.
6. We, Axis Bank Ltd.), Bidanasi Branch, further agree that the regional Controller of Mines, Indian Bureau of Mines, Bhubaneswar or any other officer authorized by the Controller General, Indian Bureau of Mines, shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to agree with the Lessee/ the contractor to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Lessee/ the contractor from time to time or to postpone for any time or from time to time any powers exercisable by the Regional Controller of Mines, Indian Bureau of Mines, bhubaneswar against the said Lessee/ contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we, Axis Bank Ltd.), Bidanasi Branch, shall not be relieved from our liability by reason of any such variation ,or extension being granted to the said Lessee / contractor or for any forbearance, act or omission on the part of the regional Controller of Mines, Indian bureau of Mines, Bhubaneswar to the said Lessee/ the contractor or any manner or thing whatsoever which under the law relating to sureties would ,but this provision have effect of so relieving us.

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For AXIS BANK LTD.
Authorized Signatory
Bidanasi Branch, Cuttack

For AXIS BANK LTD.
A.V.P. & Branch Head
Bidanasi Branch, Cuttack



7. This Guarantee will not be discharged due to the change in the constitution of the bank of the Lessee / contractor.
8. We, Axis Bank Ltd.), Bidanasi Branch, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Regional controller of Mines, Indian Bureau of Mines, Bhubaneswar in writing.
9. Notwithstanding anything contained herein:
 - a. Our liability under this Bank Guarantee shall not exceed Rs2,35,855/- (Rupees Two Lakhs Thirty five thousand eight hundred fifty five only) and
 - b. The Bank Guarantee shall be valid up to 31.03.2013 (expiry date).
 - c. We are liable to pay the Guarantee amount or any part thereof under this Bank Guarantee and only if a written claim or demand is served upon us or before 31.03.2013 (expiry date).
 - d. Thereafter the Bank shall stand discharged from all its liability under this Guarantee and all your rights under this Guarantee shall stand extinguished, irrespective of the fact whether the Guarantee in original is returned back to us or not.
10. In witness whereof the bank through its authorized officer has set its hand and stamp this 3 rd day of December 2008.

For **AXIS BANK LTD.**
S 24/86
Authorized Signatory
Bidanasi Branch, Cuttack

For Axis Bank Ltd,
For AXIS BANK LTD.
Branch Head
Bidanasi Branch, Cuttack
Cuttack

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