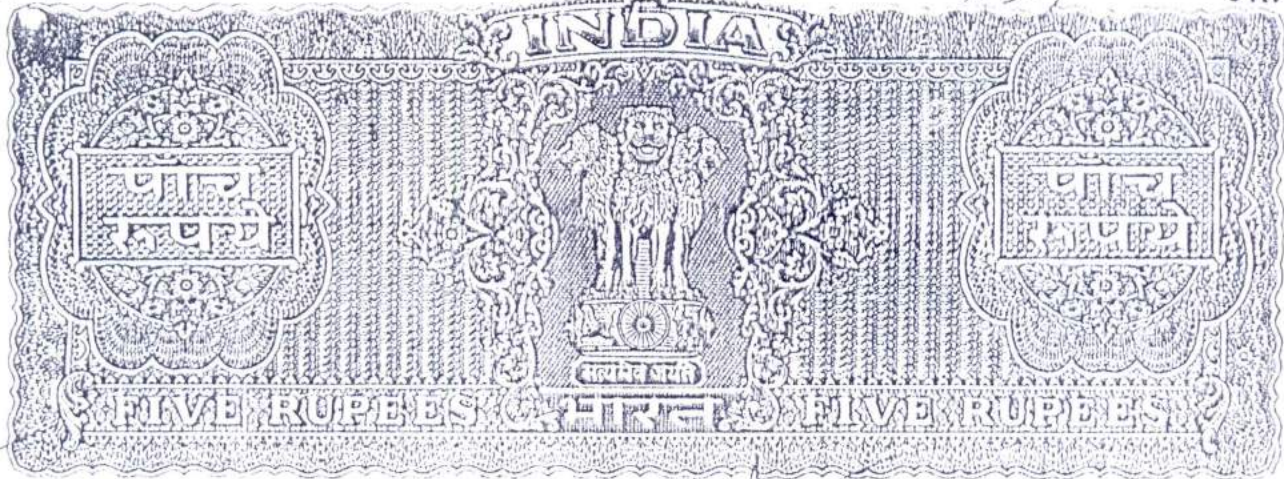


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Admissible under rule 25 duly
stamped under the Indian Stamp
(Orissa Amendment Act, 1986,
Schedule I A No. 25(6) ... and
Schedule-II () of the Orissa
Additional Stamp Duty Act, 1986
exempted from/does not require
Stamp Duty.

11/6/98 1 - Rs. 100.00, 2 - Rs. 5.00

FORM-K

MINING LEASE

(See rule 31)

R.O. 15
A 19Rs. 100.00
Rs. 5.00Rs. 105/-
REGISTERED

THIS INDENTURE made this 18th day of May 1998

between the Governor of Orissa (hereinafter referred to as the "State Government" which expression shall where the context so admits be deemed to include the successors and assigns) of the one part and Messrs. Tata Iron and Steel Company Limited, a company duly incorporated under the Indian Companies Act, 1882 and having its registered office at Bombay House, 24 Hornby Road, Fort, Mumbai (hereinafter referred to as the Lessees) which expression shall where the context so admits be deemed to include their successors and permitted assigns of the other part. WHEREAS THE lessees have applied to the State Government in accordance with the Mineral

18/5/98

SANDIP CHAKRAVARTY
The Tata Iron & Steel Co. Ltd.
by their Counselled Attorney.

18/5/98

ନିମ୍ନଲିଖିତ ଦ୍ଵାରା ପ୍ରମାଣିତ
 ଶ୍ରୀ. କାହାଣୀମଣି ପା. ଶ. ୧୩ ୧୭୭୭୭୭୭୭ ୮
 ଶ୍ରୀ. କାହାଣୀମଣି ପା. ଶ. ୧୩ ୧୭୭୭୭୭୭୭ ୮
 Sanjivanta Sahar.

ଉପରୋକ୍ତ
 ଦ୍ଵାରା ପ୍ରମାଣିତ
 ଶ୍ରୀ. କାହାଣୀମଣି ପା. ଶ. ୧୩ ୧୭୭୭୭୭୭୭ ୮

Presented for registration in the
 office of the District Sub-Registrar,
 Jajpur between the hours of ... ୭ ... A.M.
 and ୧୦ ... P.M. on the ... ୪ ... day of

June 1998 By ... Santosh Kumar
 Pattnaik, S/O ... Dimabandhu
 Pattnaik, P.O. ... Nayapali.
 District ... Nayapali.



Authorised Agent of Sandipon
 Chakravarty, Tisra, No. 1
 of D.S.R. Jajpur, Registering Office 6/6/98
 JAJPUR

1998 authenticates

EXECUTION IS ADMITTED
 BY THE ABOVE Santosh
 Kumar Pattnaik
 IDENTIFIED BY ... A. K. ...
 ... S/O ...
 OF THE SAME PLACE & BY
 PROFESSION CULTIVATION
 Advocate, Jajpur

T. 9. of ...
 and ...
 by ... S. ...
 District Magistrate
 & Collector, Jajpur
 on behalf of ...
 of ... who is

P.T.O.

Concession Rules, 1960 (hereinafter referred to as the said Rules), for a mining lease for Chromite and Pyroxenite as 2nd mineral for 20 years in respect of the lands described in Part I of the Schedule hereunder written and have deposited with the State Government the sum of Rs. 2000/- (Rupees two thousand only) as security and the sum of Rs. 500/- (Rupees Five hundred only) for meeting the preliminary expenses for a mining lease (and WHEREAS the Central Government has approved the grant of lease).


WITNESSETH that in 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 lessees to be paid observed and performed, the State Government (with the approval of the Central Government) hereby grants and demises unto lessees. All those the mines beds/veins seams of Chromite and Pyroxenite (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,

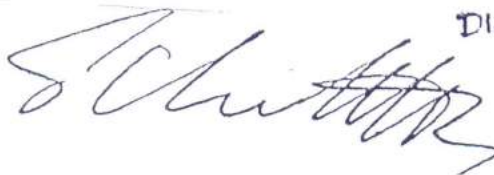
SANJIVAN BHANNAVARTTY
The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.

District Magistrate & Collector
JAJPUR

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 and privileges which are mentioned in Part III of the said Schedule subject to the restrictions and conditions as to the exercise and enjoyment of such liberties, powers and privileges which are mentioned in Part IV of the said Schedule TO HOLD the premises hereby granted and demised unto the lessees from the 12 day of January, 1993 for the term of 20 (Twenty) 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 lessees hereby covenant with the State Government as in




District Magistrate & Collector
J A J P U R



SANBIPAN GHANNAVERTY
The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.

part VII of the said Schedule is expressed and the State Government hereby covenants 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 day and year first above written.

The schedule above referred to -



S Chetty

SANDIPAN BHAKTAVATSALY
The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.

[Signature]

District Magistrate & Collector
JASPUR

PART- I

THE AREA OF THIS LEASE

Location
& area of
the
lease.

All that tract of lands situated at villages Kalarangiatta, Kaliapani, Mahulkhal and Forest Block No. 27, 1003.247 Acres or 406 Hects. in Sukinda in the Registration District of Jajpur and Thana Sukinda bearing Cadestral survey Nos. 73-G/16 containing an area of 1003.247 Acres or 406 Hects. or thereabouts delineated on the plan hereto annexed and thereon coloured blue and bounded as follows :-

On the North-By


On the South-By)


On the East -By) As per the Plan
and) attached herewith.

On the West -By) ,

hereinafter referred to as "the said lands".




SANDIPAN BHATTACHARYA
The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.


Devi Prasad & Co. Secy.
JAJPUR

PART - II

LIBERTIES, POWERS AND PRIVILEGES TO BE
EXERCISED AND ENJOYED BY THE LESSEES
SUBJECT TO THE RESTRICTIONS AND
CONDITIONS IN PART III.

To enter
upon land
& search
for win, work
etc.

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
minerals.

To sink,
drive &
make pits,
shafts &
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



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The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.

District Magistrate & Collector
JAIPUR

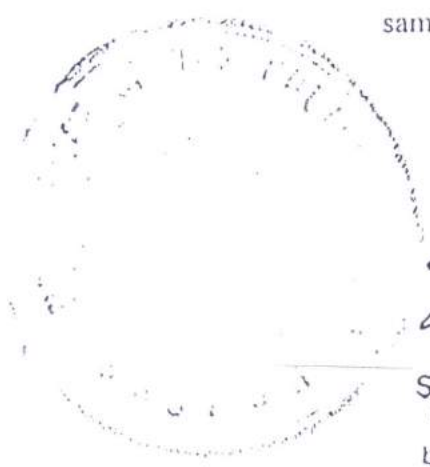
works (and to use, maintain, deepen or extent any existing works of the like nature in the said lands).

To bring &
use
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.

To make
roads and
ways & use
existing
road &
ways.

4. 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



SANDIPAN CHAKRAVORTTY
The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.

District Magistrate & Collector
JASPUR

or over the said lands) on such conditions as may be agreed to.

To get
building
& road
materials
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 right of any existing or future lessees and with the written permission of the 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 dam any such stream or water course and collect or impound any such water and to make, construct and maintain any water course, culverts, drains or reservoirs



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The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.

District Muckhola & Collector
JAJPUH

but not as to deprive any cultivated lands, villages, buildings or watering places for live stock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs ;

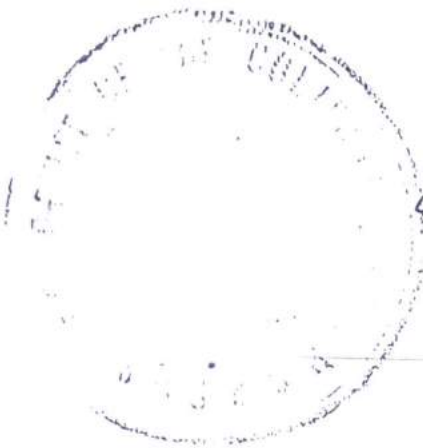
Provided that the lessees shall not interfere with the navigation in any navigable stream nor shall divert such stream without the previous written permission of the State Government.

To use land
for stacking
heaping,
depositing
purposes.

7. Liberty and power to enter upon and use a sufficient part of the surface 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



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The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.

District Magistrate & Collector
JAJPUR

produced from the said lands and to carry away such benefited ore.

To clear
brush wood
& to fell
& 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 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 lessees to pay for any trees or timber felled and utilised, by them at the rates specified by the Collector or State Government.



SANDIPAN CHAKRAVORTY
The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.

District Magistrate & Collector
J A J P U B

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SANDIPAN CHAKRAVORTTY
The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.

District Magistrate & Collector
JAIPUR

PART - III

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

No building
etc. upon
certain
places.

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 effect any buildings, 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.



A large, stylized handwritten signature in dark ink, appearing to read "S. Chakravorty".

S. CHAKRAVORTTY
Tata Iron & Steel Co. Ltd.
Constituted Attorney.

District Magistrate & Collector
JAJPUR

Government for works or purposes not included in this lease. The lessees shall not also interfere with any right of way, well or tank.

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 lessees shall give to 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 so used if objection is issued by the 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 lessees shall not without the express sanction of the 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




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The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.


District Magistrate & Collector
JAIPUR

interferes with any operations authorised by these presents. The Collector or the State Government may require the lessees to pay for any trees or timber felled and utilised by them at the rates specified by the Collector of the district.

To enter upon reserved forests.

4. Notwithstanding anything in this Schedule contained the lessees shall not enter upon any reserved forest included in the said lands without previous sanction in writing of the District 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 50 meters of public works etc.

5. The lessees 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



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JAJPUR

SANDIPAN CHAKRAVORTY
The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.



of the Railway Administration concerned or under or beneath any rope way or any rope way trestle or station except under and in accordance with the written permission of the authority owning the rope way or from any reservoir, canal or other public works such as public roads and buildings or inhabited site except with the previous written permission of the 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 meters 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 the case of village roads no working shall be carried on within a distance of 10 meters of the outer edge of the cutting except with the previous permission of the Collector or any other officer duly authorised by the State Government in this behalf and otherwise than in



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The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.

District Magistrate & Collector
JAIPUR

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

Explanation: For the purpose of this clause the expression "Railway Administration" shall have the same meaning as it is defined to have in the Indian Railway Act, 1890, by clause (6) of the 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.

Facilities
for adjoin-
-ing Govt.
licences
& leases.


6. The lessees 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 lessees reasonable facilities of access thereto.




SANDIPAN GHAKRAVORTY
The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.

District Collector & Collector
JALPAIGURI

PROVIDED THAT no substantial hindrance or interference shall be caused by such holders of licences or leases to the operations of the lessees under these presents and 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 lessees for loss or damage sustained by the lessees by reason of the exercise of this liberty.



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The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.



District Magistrate & Collector
JAJPUR

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

To work
other
minerals.

1. Liberty and power for the State Government, or to any lessee or persons authorised by it in that behalf to enter into and upon the said lands and to 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.



[Signature]

SANDIPAN CHAKRAVORTY
The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.

[Signature]
District J. & S. & Collector
J A J P U B

PROVIDED THAT in the exercise of such liberty and power no substantial hindrance or interference shall be caused to or with liberties, powers and privileges of the lessees under


these presents and that fair compensation (as may be mutually agreed upon or in the event of disagreement as may be decided by State Government) shall be made to the lessees for all loss or damage sustained by the lessees by reason or in consequence of the exercise of such liberty and power.

To make
railways &
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



SANDIPAN CHAKRAVORTTY
The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.



District Magistrate & Collector
JAJPUR

said lands, stones, gravels, earth and other materials for making, maintaining and repairing such railways, tramways and roads or any existing railways and roads and to go and repass at all times with or without horses, cattle or other animals, carts, wagons, carriages, locomotives or other vehicles over or along any such railways, tramways, roadslines and other ways for all purposes and as occasions may require ; provided that in the exercise of such liberty and power by such other lessee or person no substantial hindrance or interference shall be caused to or with the liberties, powers and privileges of the lessees 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 lessees 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.



SANDIPAN CHAKRAVORTY
The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.

District Magistrate & Collector
JAIPUR

PART-V

RENTS & ROYALTIES RESERVED BY THIS
LEASE


To paid
dead rent
or royalty
whichever
is higher.

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;

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.



SANDIPAN CHAKRAVORTTY
The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.



District Magistrate
J A J P U.

Rate & mode
of payment
of dead
rent.

2. Subject to the provisions of clause 1 of this part, during the subsistence of the lease, the lessees shall pay to the State Government annual dead rent for the lands demised and described in Part I of this Schedule at the rate for 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 & mode
of payment
of royalty.

3. Subject to the provision of clause 1 of this Part the lessees shall, during 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 them from the leased area at the rate for the time being specified in the Second Schedule to the Mines and Minerals (Regulation and Development) Act, 1957.

Payment of
surface rent
& water rate.

4. The lessees shall pay rent and water rate to the State Government in respect of all parts of the



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SANDIPAN CHAKRAVORTTY
The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.

[Handwritten signature]
J A J P I

surface of the said lands which shall from time to time be occupied or used by the lessees under the authority of these presents at the rate of Rs. 10.00(ten) per hectare per annum and Rs. 200.00(Rupees two hundred)per one lakh gallon respectively per annum per hect. are of the area so occupied or used and so in proportion for any area less than a 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 hereinbefore 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 of access.



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SANDIPAN CHAKRAVORTY
The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney;

A smaller handwritten signature in dark ink, likely belonging to the District Magistrate.

District Magistrate &
JAJPUR

PART-VI

PROVISIONS RELATING TO THE RENTS AND ROYALTIES

Rent & royalties
to be free from
deductions
etc.

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 Jajpur Road Sub-Treasury and in such manner as the State Government may prescribe PROVIDED ALWAYS and it is hereby agreed that Rs. 2,000.00 (Rupees two thousand only) the balance standing to the credit of the lessees on account of the deposit made by them as licensees 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.



SANDIPAN CHAKRAVORTY,
For Tata Iron & Steel Co. Ltd.
its Constituted Attorney.



For the State Government &
JAJPUR



Mode of
computation
of royalty.

2. For the purposes of computing the said royalties the lessees shall keep a correct account of the minerals produced and despatched. The accounts as well as the weight of the minerals 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 lessees 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 Commerical Bulletins or Government Statistical Bulletins from which the prevailing price shall be ascertained for the important markets for the mineral. The State



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The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney,

District Magistrate & Co.
JAIPUR



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 and 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.

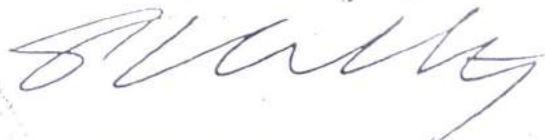
(b) For the purpose of computing the said royalties the quality of the ore shall be ascertained as follows :

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 consignment despatched or sent for beneficiation shall not contain ore of more than one such grade. The lessees shall produce evidence



SANDIPAN CHAKRAVORTY District
The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney;

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 proviso as the quality report for assessing quality of the 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, 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 lessees.



SANDIPAN CHAKRAVORTTY

The Tata Iron & Steel Co. Ltd.

by their Constituted Attorney, District Magistrate & Collector



11/11

Courses of action
if rents &
royalties
are not
paid in time.

3. Should any rent, royalty or other sums due to the State Government under the terms and conditions of these presents be not paid by the lessees within the prescribed time, the same, together with simple interest due thereon at the rate of twenty four per cent per annum or as may be prescribed from time to time 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.



SANDIPAN CHAKRAVORTTY
The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.



Director, Mines & Coliello.
JAIPUR

PART-VII

THE COVENANTS OF THE LESSEES

Lessee to
pay rents &
royalties
taxes etc.

1. The lessees shall pay the rent, 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 in the nature of public demands which shall from time to time be charged, assessed or imposed by the authority of the Central and State Governments upon or in respect of the premises and works of the lessees in common with other premises and works of a like nature except demands for land revenues.



SANDIPAN CHAKRAVORTTY
The Tata Iron & Steel Co. Ltd.
by their Authorized Agent;



District Magistrate & Collector
JAJPUR

PART-VII

THE COVENANTS OF THE LESSEES

Lessee to
pay rents &
royalties
taxes etc.

1. The lessees shall pay the rent, 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 in the nature of public demands which shall from time to time be charged, assessed or imposed by the authority of the Central and State Governments upon or in respect of the premises and works of the lessees in common with other premises and works of a like nature except demands for land revenues.



SANDIPAN CHAKRAVORTTY
The Tata Iron & Steel Co. Ltd.
by their Authorized Agent;



District Magistrate & Collector
JAJPUR

To maintain
and keep
boundary marks
in good
order.

2. The lessees shall at their 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
workmanlike
manner.

3. The lessees 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 workmanlike 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 purpose of this clause operations shall include the erection of machinery, laying of a tramway or construction of a road in connection with the mine.



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The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney,



Witnessed by me, J. A. J. P. U. R.

To indemnify
Government
against
all claims.

4. The lessees shall make and pay such reasonable satisfaction and compensation as may be assessed by lawful authority in accordance with the law in force on the subject for all damage, injury or disturbance which may be done by them 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 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
conditions
pits, shafts
etc.

5. The lessees 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



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by their Constituted Attorney.

Witnessed by
Collector

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Witness


Collector

lands except such as may be abandoned accessible free from water and foul air as far as possible.

To strengthen
& support the
mine to
necessary
extent.


6. The lessees 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 lessees 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 lessees shall with proper person employed by the lessees and acquainted with the mines and work effectually assist such officer, agents, servants and workmen in conducting every such



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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 conform 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 fit to impose.

To report
accident

8. The lessees shall without delay send to the 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.

To report
discovery of
other
mineral.

9. The lessees 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



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lessees shall not win and dispose of such mineral unless such mineral is included in the lease or a separate lease is obtained therefor

To keep
records
and
accounts
regarding
production
& employee
etc.

10. The lessees 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 and intelligible books of accounts which shall contain accurate entries showing from time to time

(1) Quantity and quality of the said minerals realised from the said lands.

(2) Quantity of the various qualities of ores beneficiated or converted (for example coal converted into coke).

(3) Quantities of the various qualities of the said minerals sold and exported separately.



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(4)Quantities of the various qualities of the said minerals otherwise disposed of and the manner and purpose of such disposal.

(5)The prices and all other particulars of all sales of said 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 circumstances 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 Government may prescribe and shall at all reasonable times allow such officers as the Central Government or



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State 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
plans etc.

11. The lessees 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 them in the course of operations carried on by them under the lease, faults and other disturbances encountered and geological data and all such plans and sections shall be amended and filled 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 lessees shall furnish free of charge to the Central and State Governments true and correct copies of such



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plans and sections whenever required. Accurate records of all trenches, pits and drillings shall show:

(a) The sub-soil and strata through which they pass

(b) Any minerals encountered

(c) Any other matter of interest and all data required by the Central and State Government from time to time.

The lessees shall allow any officer of the Central or State Government authorised in this behalf by the Central Government, to inspect the same at all reasonable times. They 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.



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of all the seams as also the quantity of reserves quality-wise.

11-A. The lessees shall pay a wage not less than the minimum wage prescribe by the Central or State Govt. from time to time.

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

11-C. The lessees 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 their own expenses.

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



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11-E. The lessees 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

Act 67
of 1957.


12. The lessees 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.

To provide
weighing
machine.

13. Unless specifically exempted by the State Government, the lessees 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 properly 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,



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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 mineral, ores, products, raised, sold, exported and converted during the previous twenty-four hours to be entered in the aforesaid books of accounts. The lessees 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 lessees. The lessees shall give 7(seven) days previous notice in writing to the Collector of every such measuring or weighing in order that he or some officer on his behalf may be present thereat.

To allow
test of
weighing
machine.

14. The lessees shall allow any person or persons 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



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Collector
J. A. J. U. R.

ascertain whether the same respectively are correct and in good repair and order and if upon any such examination or testing 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 at the expense of the lessees and if such requisition be not complied with within fourteen days after the same shall have been made, the State Government may cause such weighing machine or weights to be adjusted, repaired and put in order and the expense of so doing shall be paid by the lessees 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 occasion of so examining and testing the same weighing machine and weights in case such occasion shall be



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within such period of three months and the said rent and royalty shall be paid and accounted for accordingly

To pay
compensation
for injury
of third
parties.


15. The lessees shall make and pay reasonable satisfaction and compensation for all damage, injury or disturbance of person or property which may be done by or on the part of lessees 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

Not to
obstruct
working of
other
minerals.

16. The lessees 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



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Governments 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 of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting working, developing and carrying away the same provided that the lessees shall receive reasonable compensation for any damage or injury which they may sustain by reason or in consequence of the use of such passage by such lessees or holders of prospecting licences.

Transfer
of
lease.

17. (1) The lessees 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 in the first Schedule to the Act, without the previous approval of the Central Government.



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by their Constituted Attorney,

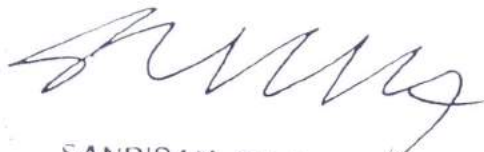
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(a) assign, sublet, mortgage, or in any other manner transfer the mining lease, or any right, title or interest therein, or

(b) enter into or make any arrangement, contract or understanding whereby the lessees 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 lessees:

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

(a) the lessees have furnished an affidavit alongwith their application for transfer of the mining lease specifying therein the amount that they have already taken or proposes to take as consideration from the transferee ;



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I/o Tata Iron & Steel Co Ltd.
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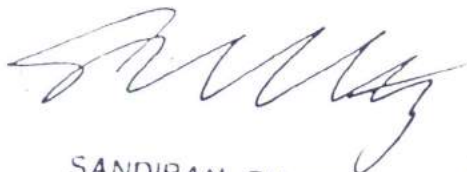
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(b) the transfer of the mining lease is to be made to a person or body directly undertaking mining operations :

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

17(1)A. The State Government shall not give its consent to transfer of mining lease unless the transferee has accepted all the conditions and liabilities which the transferer was having in respect of such mining lease.

(2) Without prejudice to the above provisions, the lessees may, subject to the conditions specified in the proviso to Rule 35 of the 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



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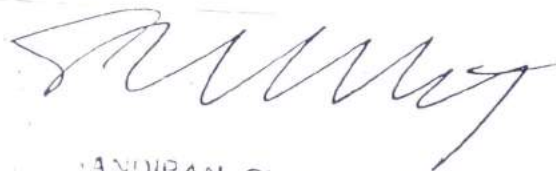
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income tax returns, paid income tax assessed on him and paid the income tax on the basis of self-assessment as provided in the Income Tax Act, 1961 (43 of 1961), on payment of five hundred rupees to the State Government.

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

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 lessees




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have in the opinion of the State Government, committed a breach of any of the above provisions or have 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 lessees a reasonable opportunity of stating their case.

Not to be
financed
or
controlled
by a trust,
corporation,
firm or
person.

18. The lease shall not be controlled and the lessees shall not allow themselves to be controlled by any Trust, Syndicate, Corporation, Firm or person except with the written consent of the Central Government. The lessees shall not enter into or make any arrangement compact or understanding whereby the lessees 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 person unless with the written



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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 lessees accordingly.

The lessees shall deposit any additional amount necessary.

19. Whenever the security deposit of Rs. 2,000/- (Rupees two thousand only) 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 hereinafter declared in that behalf the lessees



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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 upto the sum of Rs 1,000/- (Rupees one thousand only).

Delivery of workings in good order to the State Govt. after determination of lease.

20. The lessees 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 the lands and all such machinery set up by the lessees below ground which cannot be removed without causing injury to the mines or works under the said lands (except such of the



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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 lessees above ground level is good repair order and condition and fit in all respects for further working of the said mines and the said minerals.

Right of
pre-emption.

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 lessees) of pre-emption of the said minerals (and all products thereof) lying in or upon the said lands hereby demised or elsewhere under the control of the lessees and the lessees shall with all possible expedition deliver all minerals or products or minerals purchased by the State Government under the power conferred by this provision in the quantities at the times in the manner and at the place specified in the notice exercising the said right.



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(b) Should the right of pre-emption conferred by this present provision be exercised and a 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 lessees 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 lessees

(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 lessees 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



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or products thereof sold to other customers and of charters entered into for freight for carriage of the same and shall produce to such officer or officers as may be directed by the State Government original or authenticated copies of contracts and charter parties entered into 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 existence 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 lessees) (forthwith take possession and control of the works, plant, machinery and premises of the lessees) on or in connection with the said lands or operations under this lease and during such possession or control the lessees shall conform to and obey all



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directions given by or on behalf of the Central Government or State Government regarding the use or employment of such work, plant, premises and minerals PROVIDED THAT fair compensation which shall be determined in default of agreement by the State Government shall be paid to the lessees for all loss or damage sustained by them by reason or in consequence of the exercise of the powers conferred by this clause and PROVIDED ALSO that 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.

Employment
of
foreign
national.

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



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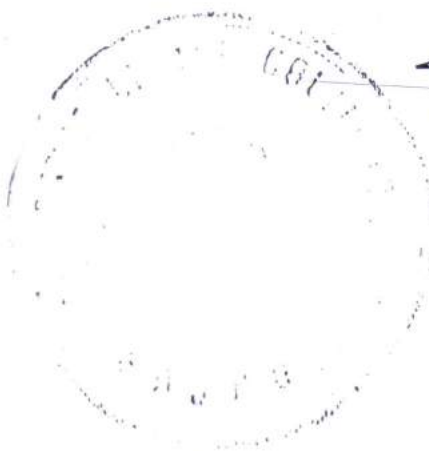


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23. If any of the works or matters which in accordance with the covenants in that behalf hereinbefore contained are to be carried or performed by the lessees be not so carried out or performed within the time specified in that behalf, the State Government may cause the same to be carried out or performed and the lessees 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 lessees 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 them during the course of mining operations to the Director - General, Geological Survey of India, Calcutta and to the Director of Mining & Geology, Orissa.


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PART-VIII

THE COVENANTS OF THE STATE GOVERNMENT

The lessees
may hold
and enjoy
rights
quietly.


1. The lessees 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 lessees 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.

Acquisition
of
land of
third
parties &
compensation
thereof.

2. If in accordance with the provision of clause 4 of Part VII of this Schedule the lessees shall offer to pay to an occupier of the surface of any part of the said lands



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compensation for any damage or injury which may arise from the proposed operations of the lessees 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 lessees by these presents and the lessees shall report the matter to the State Government and shall deposit with it the amount offered as compensation and if the Central/State Government are satisfied that the amount of compensation offered is fair and reasonable or if it is not so satisfied and the lessees shall have deposited with it such further amount as the State and the Central Governments shall consider fair and reasonable the State Government shall order the occupier to allow the lessees 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.



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To renew.

3. The mining lease is renewable in terms of the provisions of the Act and 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 lessees be desirous of taking a renewal of 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, they 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



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on the part of the lessees to be observed and performed up to the expiration of the term hereby granted. The State Government on receipt of application for renewal, shall consider it in accordance with the provisions of the Act & rules, made thereunder and shall pass orders as it deems fit. If renewal is granted, the State Government will at the expense of the lessees and upon his executing and delivering to the State Government if required a counterpart thereof execute and deliver to the lessees a renewed lease of the said premises or part thereof for the further term of 20 (Twenty) years at such rents, rates and royalties and on such terms and subject to such covenants and agreements, including this present covenant to renew as shall be in accordance with the Mineral Concession Rules, 1960, applicable to Chromite and Pyroxenite on the day next following the expiration of the term hereby granted.

Liberty
to
determine
the lease.

4. The lessees may at any time determine this lease by giving not less than 12 calendar months notice in


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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 lessees shall upon such expiration render 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 then this lease and the said term and the liberties, powers and privileges hereby granted shall absolutely 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 contained in these presents .

4-A. The State Government may on an application made by the lessees permit them to surrender one or more minerals from their lease which is for a group of minerals on the ground that deposits of that mineral have since exhausted or depleted to such an



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The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney,



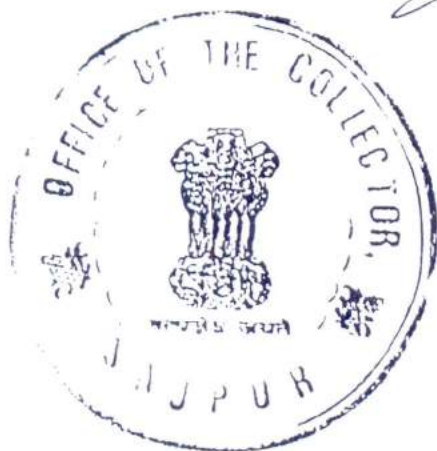
District Magistrate & Collector
JAJPUR

extent that it is no longer possible to work the mineral economically subject to the condition that the lessees -

(a) make an application for such surrender of mineral at least six months before the intended date of surrender; and

(b) give an undertaking that he will not cause any hindrance in the working of the mineral so surrendered by any other person who is subsequently granted a mining lease for that mineral.

5. On such date as the State Government may elect within 12 months after the determination 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 any of the purposes mentioned in this lease shall be refunded to the lessees. No interest shall run on the security deposit.



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SANDIPAN CHAKRAVORTTY
For Tata Iron & Steel Co. Ltd.
by their Constituted Attorneys

[Handwritten signature]
Director

PART-IX

GENERAL PROVISIONS

Obstructions
to inspection.

1. In case the lessees or their transferee/assignee 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 lessees requiring them to show cause within such time as may be specified in the notice why the lease should not be determined and their security deposit forfeited; and if the lessees fail 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.



SANDIPAN CHAKRAVORTTY District Collector
for Tata Iron & Steel Co. Ltd.
by their Constituted Attorney,
J A S P U R

Penalty in
case of
default in
payment of
royalty &
breach of
covenants.


2. If the lessees or their transferee or assignee make any default in payment of rent or water rate or royalty as required by section 9 of the Act or commit 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 lessees requiring them 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 the breach is not remedied within such period, the State Government may without prejudice to any proceedings that may be taken against them, determine the lease and forfeit the whole or part of the security deposit

Penalty for
repeated
breaches
of
covenants.

3. In cases of repeated breaches of covenants and agreements by lessees 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



SANDIPAN CHAKRAVORTY
The Tata Iron & Steel Co Ltd.
by their Constituted Authority.



District Collector
J. S. U R

impose such penalty not exceeding twice the amount of annual dead rent specified in clause 2, Part V.

Failure to
fulfil
the terms
of the
lease due
to
"Force Majeure".

4. Failure on the part of the lessees to fulfil any of the terms and conditions of this lease shall not give the Central or State Government any claim against the lessees 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 lessees 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, earth-quake and any other happening which the lessees could not reasonably prevent or control.



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The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.



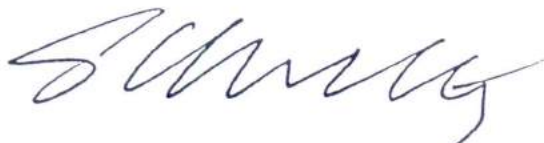
Deputy Collector

Lessees
to remove
their
properties
on the
expiry of
the lease.

5. The lessees 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 clause 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 their 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 lessees in or upon the said lands and which the lessees are 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.

Forfeiture
of 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



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The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.

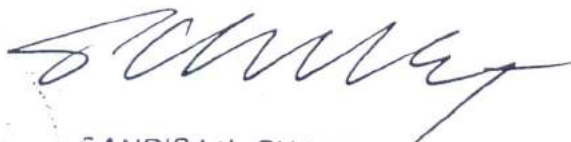


Collector

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 lessees in connection with operations in any other lands held by them under prospecting licence or mining lease the same shall be if not removed by the lessees within one calender month after notice in writing requiring their removal has been given to the lessees 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 lessees in respect thereof.

Notices.

7. Every notice by these presents required to be given to lessees shall be given in writing to such person resident on the said lands as the lessees may appoint for the purpose of receiving such notices and if there shall have been no such appointment then every such notice



SANDIPAN CHAKRAVORTTY
The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney,



J A S F U B

Collect

shall be sent to the lessees by registered post addressed to the lessees at the address recorded in this lease or at such other address in India as the lessees 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 lessees and shall not be questioned or challenged by them.

Immunity of
State
Government
from
liability to
pay
compensation.

1. Royalty/year;
Rs. 7,72,66,421

2. Surface rent
per year;
Rs. 4,060

3. Dead rent;
Rs. 1,21,800

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 lessees shall not be entitled to compensation for any loss sustained by the lessees in exercise of the powers and privileges conferred upon them by these presents.

9. For the purpose of stamp duty, the anticipated royalty from the demised land is Rs. 7,72,70,481.00 (Rupees seven crores seventy two lakhs seventy thousand four hundred eighty one only) per year.



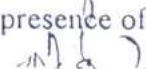
SANDIPAN CHAKRAVORTY,
The Tata Iron & Steel Co. Ltd.,
by their Constituted Attorney,




By Collecting
A. G. F. U. R.

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

In presence of witnesses

1)  18/5/98
(Manas Ranjan Mishra)
Director, Mineral
Jajpur Road.


2)  18.5.98
(Duryodhan Dash)
P.A to Collector
Jajpur


Signed by the District
Magistrate and Collector,
Jajpur, for and on behalf
of the Governor of Orissa.

 18/5/98
District Magistrate &
Collector
JAJPUR
District Magistrate & Collector
JAJPUR

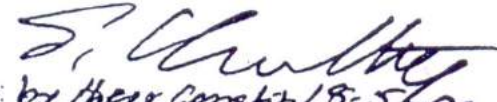
The common seal of M/s The Tata Iron & Steel Company Ltd., having its registered office at Bombay House, 24, Homi Mody Street, Mumbai, has been hereunto affixed pursuant to a resolution of the Directors, passed at a meeting of the Board of Directors held on 20th day of November, 1997 in presence of Mr S.A. Sabavala and Mr Ishaat Hussain, who have executed these presents. and there is no difference between the original and duplicate document.

In presence of witnesses

1.  18/5/98
(Bijay Kumar Singh)
FRC, FAMP, Calcutta

2.  18/5/98
(Santosh Kumar Pattnayak)
Sukinda Chromite Mine

Signed by:

Designation:  18.5.98
For The Tata Iron & Steel Co. Ltd. Attorney

SANDIPAN CHAKRAVORTTY
The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.

Boundary description of the Second renewal mining lease area of M/s. Tata Iron & Steel Co.Ltd. for Chromite over an area of 406.00 hecets. or 1003.247 acres in village Kaliapani, Kalarangiatta, F.B. No. 27 and Mohulkhal under Sukinda Tahasil of Jajpur District.

Ref: Topo Sheet No. 73-G/16

Reference : The reference point of this area is the District boundary pillar No. 38 of old Cuttack and Dhenkanal.

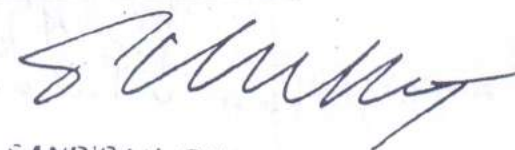
Starting Point : The starting point 'A' is situated with the magnetic bearing of $108^{\circ} 36' 54''$ and at a distance of


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The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.


District Magistrate & Collector
J A J P U R

1128.496 metres or 3702.414 feet from the above reference point i.e. District boundary pillar No. 38 of old Cuttack and Dhenkanal.

Western Boundary : Starts from Station Point 'A' and runs upto Station points 'F' (old southern boundary of TISCO) with the magnetic bearing of line A-B = $149^{\circ}20'00''$ and then with the included angle of $270^{\circ}00'00''$, $90^{\circ}00'00''$, $90^{\circ}00'00''$ and $270^{\circ}00'00''$ at Station points B,C,D and E respectively for a distance of A-B = 377.85 metres or 1239.665 feet through intermediate station points A1 to A3,



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The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney,

District Collector
JALPUR

B-C = 130 metres or 426.509 feet, C-D = 970.31 metres or 3183.43 feet through intermediate Station Points C1 to C7, D-E = 1108.00 metres or 3635.170 feet through intermediate station points D1 to D6 and E-F = 1075.00 metres or 3526.903 feet through intermediate station points E1 to E4.

Southern Boundary : Starts from Station Point 'F' and runs upto Station points 'G' along the old southern boundary of TISCO with the included angle of $90^{\circ}00'00''$ at station point 'F' for a distance of F-G = 1427.80 metres or 4684.383 feet through intermediate station F1 to F10.



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The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney,

District Magistrate & Collector
DASPUR

Eastern Boundary : Starts from Station Point 'G' and runs upto Station points 'N' (Norther boundary of TISCO) with the included angle of 90°00'00", 90°00'00", 270°00'00", 270°00'00", 90°00'00", 270°00'00" and 90°00'00" at station point G,H,I,J,K,L and M respectively for a distance of G-H 1743.00 metres or 5718.504 feet through intermediate station points G1 to G14, H-I=1520.00 metres or 4986.876 feet through intermediate station points H1 to H9, I-J = 299.16 metres or 981.496 feet, JK = 291.00 metres or 954.724 feet, K-L = 297.00 metres or 974.409 feet, L-M = 935.00



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The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney,



District Magistrate & Collector
J A J P U B

metres or 3067.585 feet through intermediate station points L1 to L5 and M-N = 84.00 metres or 275.590 feet respectively.

Northern Boundary : Starts from Station Point 'N' and runs upto Station point 'A' along the Northern Boundary of TISCO with the included angle of $90^{\circ}00'00''$ at station point 'M' for a distance of 2111.802 mtrs. or 6928.484 feet through intermediate station points N1 to N9.



SANDIPAN CHAKRAVORTTY
For Tata Iron & Steel Co. Ltd.
by their Constituted Attorney,



District Magistrate & Collector
JALPAIGURI

Lastly an included angle of $90^{\circ}00'00''$ is formed at Station Point 'A' with the line AN and AB forming an area of 406.00 hecets. or 1003.247 acres of land.



SANDIPAN CHAKRAVORTY
For Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.



District Magistrate & Collector
JAJPUR


Land Schedule of the 2nd renewal Mining Lease of M/s. Tata Iron & Steel Co.Ltd. for Chromite over an area of 406 hects. or 1003.247 acres in village Kalarangiatta, Kaliapani, F.B. No. 27 and Mohulkhal under Sukinda Tahasil of Jajpur District.

VILLAGE - KALARANGIATTA

Plot No. Khata No.	Name of Tenants	Kisam	Area in in Acre	Remarks
43	118	Rakhit	Jungle	0.21
44	116	Abadjogya Anabadi	Patharbani	9.88
45	116	-do-	-do-	5.39
46	116	-do-	-do-	1.48
47P	116	-do-	-do-	6.55
215(P)	116	-do-	-do-	42.07
217	116	-do-	-do-	0.12
218	116	-do-	-do-	0.03
219	116	-do-	-do-	0.21
220	116	-do-	-do-	0.11
221	116	-do-	-do-	0.11
222	116	-do-	-do-	0.42
223	116	-do-	-do-	0.06
224(P)	116	-do-	-do-	7.73
225(P)	116	-do-	-do-	0.34
226(P)	116	-do-	-do-	7.57


SANDIPAN CHAKRAVORTTY


For Tata Iron & Steel Co. Ltd.
by their Constituted Attorney


District Magistrate & Collector
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Plot No. Khata No.	Name of Tenants	Kisam	Area in in Acre	Remarks
227(P)	116	-do-	-do-	1.53
228	116	-do-	-do-	0.58
229	116	-do-	-do-	23.15
230	116	-do-	-do-	35.11
231(P)	116	-do-	-do-	8.08
232	116	-do-	-do-	22.75
233(P)	116	-do-	-do-	25.19
234	116	-do-	-do-	44.00
235	116	-do-	-do-	34.25
236	116	-do-	-do-	20.58
237(P)	116	-do-	-do-	9.05
242(P)	116	-do-	-do-	1.38
243(P)	116	-do-	-do-	8.22
257(P)	116	-do-	-do-	4.20
258(P)	116	-do-	-do-	30.50
259(P)	116	-do-	-do-	3.04
221/1609(P)	116	-do-	-do-	156.107

Total: 509.997 Ac. or
206.388 hecets.


ANUPAM CHAKRAVORTY
Tata Iron & Steel Co. Ltd.
By their Constituted Attorney,


District Collector

Plot No. Khata No.	Name of Tenants	Kisam	Area in in Acre	Remarks
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VILLAGE - KALIAPANI

846(P)	55	Abadjogya Anabadi	Patharbani	41.90
884(P)	55	-do-	-do-	29.87
885(P)	55	-do-	-do-	50.60
886	55	-do-	-do-	53.08
887(P)	55	-do-	-do-	38.40
888(P)	55	-do-	-do-	3.03
890(P)	55	-do-	-do-	18.53
891(P)	55	-do-	-do-	63.19
892(P)	56	Sarbasadharan	Road	1.00
893(P)	55	Abadjogya Anabadi	Patharbani	7.95

Total : 307.55 Acre or
124.461 hecets.


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The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney


District Magistrate & Collector
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Plot No.	Khata No.	Name of Tenants	Kisam	Area in in Acre	Remarks
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VILLAGE - MOHULKHAL

12(P)	82	Abad Ajogya Anabadi	Patharbani	0.84	
13	84	Rakhit	Nalla	0.11	
14(P)	84	-do-	-do-	0.05	
15(P)	82	Abad Ajogya Anabadi	Patharbani	2.80	

Total: 3.80 Acres or
1,538 hecets.

FOREST BLOCK NO. 27

Govt. Forest Department

Forest

181.900 Acre or
73.612 hecets.


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The Tata Iron & Steel Co. Ltd.
by their Constituted Attorney.


District Magistrate & Collector
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ABSTRACT OF LAND SCHEDULE

Village	Forest	Road	Patharbani	Nalla	Total
Kalarangiatta	0.210	-	509.787	-	509.997
Kaliapani	-	1.00	306.55	-	307.55
Mohulkhal	-	-	3.64	0.16	3.80
F.B.No. 27	181.900	-	-	-	181.900
Total :	182.110	1.00	819.977	0.16	1003.247 Acres or 406.00 hec.



[Handwritten Signature]

INDIPAN CHAKRAVORTTY
Jata Iron & Steel Co. Ltd.
Sole Constituted Attorney.

[Handwritten Signature]

District Magistrate & Collector
JAJPUR



4/6/98
**REGISTERING OFFICER
JAIPUR**



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being No.
for the year 1998

4/6/98
**Registering Officer
JAIPUR.**
4.6.98