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# This Indenture

made the Twelfth day of September One thousand eight hundred and ninety-three BETWEEN NAWAB BASHIR-UD-DOWLAH AMIR-I-AKBAR, SIR ASMAN JAH BAHADUR, K.C.I.E., PRIME MINISTER TO H.H. THE NIZAM acting on behalf of THE GOVERNMENT OF HIS HIGHNESS THE NIZAM hereinafter called "the Government" (which expression shall include the Nizam and his successors and the Government for the time being of the Nizam and his successors) of the one part and THE HYDERABAD (DECCAN) COMPANY LIMITED hereinafter called "the Company" (which expression shall include the Company its successors and licensed assigns) of the other part WITNESSETH as follows:—

1. In consideration of the rents and royalties hereinafter reserved and of the covenants by the Company hereinafter contained the Government do hereby demise and grant unto the Company FIRST—ALL AND SINGULAR the mines beds seams veins and deposits of coal comprised in or forming part of the Singareni Coal Field as the same is more particularly described in the first part of the First Schedule hereto AND ALSO all the mineral and other substances intermixed with and usually and properly worked with the said mines beds seams veins and deposits of coal AND SECONDLY—ALL AND SINGULAR the surface lands described in the second part of the First Schedule hereto all which premises hereinbefore expressed to be hereby demised are hereinafter referred to as the demised premises EXCEPT AND RESERVING unto the Government all mines minerals and substances other than and except the mines minerals and substances hereinbefore expressed to be hereby demised WITH LIBERTY AND POWER to the Government and persons authorised by the Government in this behalf (subject to the right of the Company (if any) subsisting under a certain concession dated the Seventh day of January One thousand eight hundred and eighty-six and made between the Prime Minister to and on behalf of the Government of the Nizam of the one part and William Clarence Watson and John Stewart of the other part to have granted to the Company a lease of the said excepted mines minerals and mineral substances or any of them to enter upon any surface lands (other than those described in the second part of the First Schedule hereto and secondly hereinbefore expressed to be hereby demised and other than any such additional surface lands as may hereafter be leased to the Company under the provisions hereinafter contained) and to search for work get raise and carry away all or any of the said excepted mines and minerals AND WITH LIBERTY AND

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POWER for the purposes aforesaid to sink drive erect make and use all such pits shafts adits waterways airways buildings pumps railways tramways roads engines machinery works and other conveniences as shall be necessary or convenient the Government making reasonable and proper money compensation to the Company for any interference with or injury caused thereby to the demised premises or any of them or any of the Company's works TO HOLD the demised premises unto the Company for the term of ninety-nine years from the First day of January One thousand eight hundred and eighty-six subject as from the First day of January One thousand eight hundred and ninety to the terms and conditions hereinafter contained except so far as is otherwise by these presents expressly provided.

2. If at any time during the continuance of the term hereby granted the development and working of the mines and minerals hereby demised shall in the opinion of the Company render it necessary or expedient that the Company should acquire any other surface lands in addition to those described in the second part of the First Schedule and hereinbefore expressed to be hereby demised for spoil banks for depositing the output from the mines hereby demised or for constructing buildings roads railways tramways waterways tanks reservoirs shafts inclines or other works necessary for or properly incident to the better development and working of the said demised mines and minerals or any houses buildings or erections which would or might be injured by the subterraneous workings of the Company the Company shall from time to time give notice to the Government of the quantity position and boundaries of the land houses buildings and erections so required and of the purposes for which the same are required.

3. Upon receipt of any such notice as last mentioned (hereinafter called the notice) the Government as to any lands included in the notice and which in case of any dispute shall under Clause 6 hereof be held to be necessary or expedient as aforesaid and being in the possession or under the actual and immediate control of the Government and not for the time being used or required for any public purpose shall forthwith give possession and grant a lease of the same to the Company as from the date of the notice for all the residue of the term hereby granted upon the terms and conditions upon which the lands described in the second part of the First Schedule hereto are hereby demised All the costs and expenses of and incident to every such lease shall be paid by the Company but no fine or premium shall be payable to the Government in respect of such lease.



4. Upon receipt of the notice the Government as to any lands included in the notice which are not in the possession or under the actual and immediate control of the Government and as to any houses buildings or erections included in the notice shall (unless within two calendar months from the receipt of the notice the Government shall give to the Company a counter-notice (hereinafter called the counter-notice) that they deem it inexpedient on grounds either of public or of private policy that the Company should acquire such lands houses buildings or erections or any part thereof) forthwith at the expense and cost of the Company proceed to take all necessary and proper steps and make all necessary arrangements for the expropriation of all tenants and occupiers of and all other persons claiming any right title or interest to or in such lands houses buildings and erections with a view to giving and shall give possession to the Company as soon as possible of so much of the lands houses buildings and erections included in the notice as shall not be included in the counter-notice and shall upon giving such possession to the Company at the cost and expense of the Company but without charging any fine or premium therefor grant a lease of the same lands houses buildings and erections to the Company as from the date of the notice for all the residue then to come of the term hereby granted upon the terms and conditions upon which the lands described in the second part of the First Schedule hereto are hereby demised.

5. The Company shall be liable for and shall forthwith pay to the Government all sums which the Government may be liable to pay and shall actually pay by way of compensation for disturbance or otherwise in respect of the expropriation of such tenants occupiers and persons as in the last preceding clause mentioned. And the Government shall not be bound to grant any lease of the lands included in the notice until all such sums as aforesaid shall have been fully paid and discharged by the Company.

6. If any dispute question or difference shall at any time arise as to the quantity or position of the lands included in any such notice as aforesaid or whether it is necessary or expedient that the Company should acquire such lands houses buildings and erections or any part of them or as to the purposes for which such lands are required or otherwise as to the validity of and rights of the Company under the notice or as to the validity of the counter-notice or the grounds of inexpediency therein stated or as to the amount of compensation to be paid by the Company under the last preceding clause hereof such dispute question or difference shall be settled by arbitration under the Arbitration Clause hereinafter contained.

7. No part of the lands to be acquired by the Company in pursuance of any such notice as in the second clause hereof mentioned shall be taken for smelting or any other purposes than those mentioned in Clause 2 hereof and the getting and carrying away the minerals and other substances hereby demised unless the Government shall in writing previously consent thereto.

8. The Government will forthwith evacuate and give vacant possession to the Company of all and every part of the lands secondly hereinbefore expressed to be hereby demised which are in the possession or under the immediate control of the Government and also will forthwith take all necessary and proper steps and proceedings at the cost of the Company for the purpose of expropriating from every part of the said lands not in the possession or under the immediate control of the Government all tenants and occupiers thereof and all persons claiming any right or title thereto and forthwith giving and will as soon as practicable give vacant possession of all the said lands to the Company. The Company shall be liable for and shall forthwith pay to the Government all sums which the Government may be liable to pay and shall actually pay by way of compensation for disturbance or otherwise in respect of such expropriation to such tenants occupiers and persons as aforesaid. PROVIDED ALWAYS that the Company shall not be liable to pay to the Government any compensation in respect of any lands evacuated by the Government or any compensation which may be paid by the Government for disturbance or otherwise in respect of the expropriation from any of the said lands of any tenants or occupiers or other persons claiming under the Government by virtue of any grant lease agreement or other document or otherwise howsoever since the Seventh day of January One thousand eight hundred and eighty-six.

9. Without prejudice to Clause 4 hereof the mines and minerals hereby demised are demised and the rights and privileges of working the same hereby granted are granted subject to the rights estates and interests of all owners tenants and occupiers of and all persons claiming any right title or interest to or in the surface lands over and upon the said demised mines and minerals other than the surface lands described in the second part of the First Schedule hereto AND the Company will at all times during the said term compensate all such owners tenants occupiers and persons as aforesaid for any injury or damage which may be caused to them by the workings on the part of the Company of the said demised mines and minerals and will at all times keep the Government fully indemnified against all claims demands actions and proceedings by any of such owners tenants occupiers and persons as aforesaid in respect of any such injury or damage.



10. The Company shall have liberty to search for sink drive free from water ventilate and work the mines and to search for win get convert manufacture carry away sell and dispose of the minerals and mineral and other substances hereby demised AND for all or any of the purposes aforesaid the Company shall have liberty in upon or under any part of the demised premises and either permanently or temporarily to sink erect make maintain and use any pits shafts inclines adits and other openings spoil banks engine-houses storehouses workshops forges dwelling-houses or other buildings coke ovens charcoal works stoves kilns compressed fuel works and in upon or under any of the demised premises and upon any adjoining or neighbouring lands any roads bridges railways sidings and junctions (but as to railways sidings and junctions not so as to conflict with the rights of the Government's Guaranteed State Railway Company or any other Railway Company) tramways telegraphs reservoirs watercourses fences drains cuts canals aqueducts basins wharves cuttings embankments towing paths and in upon or under any of the demised premises any engines and other machinery plant and appliances and to deposit bank make into coke burn convert and manufacture the produce of the said mines and minerals hereby demised and to construct make maintain and do all other works and things which may be necessary or expedient and to use (without paying any royalty therefor) as materials for any buildings railways tramways or other works hereby authorised to be erected or constructed by the Company in connection with the said mines any stone lime slate brick earth clay gravel sand or other materials or substances which shall be gotten or won by the Company in the course of sinking searching boring or otherwise exploring or excavating for the mines and minerals hereby demised AND the Company shall also have liberty for the purpose of searching for coal by means of boring to enter upon and use any adjoining or neighbouring lands which on the Seventh day of January One thousand eight hundred and eighty-six were or hereafter during the continuance of the term hereby granted shall be in the actual possession or under the immediate control of the Government without making or paying any compensation to the Government therefor AND also any adjoining or neighbouring lands which were not on the Seventh day of January One thousand eight hundred and eighty-six and shall not for the time being be in the actual possession or under the immediate control of the Government upon making such arrangements as to compensation and otherwise with the owners occupiers and tenants thereof as may from time to time be agreed upon by and between the Company and such owners occupiers and tenants respectively AND the Company shall have free ingress and egress so far and in such directions as may be necessary or convenient for the proper working of the said mines and minerals for all

persons and things authorised by the Company in that behalf to and from the said mines and works with locomotive engines animals wagons trucks carts barges and boats or otherwise howsoever AND may also cut use or otherwise dispose of any trees timber and underwood growing or being on any part of the surface lands for the time being demised to the Company The Company shall not make any payment in respect of any of the matters things or works by this clause authorised to be done or constructed other than the rents and royalties reserved by these presents PROVIDED ALWAYS that the Company shall not by or in the exercise of any of the rights and liberties aforesaid let down or cause to subside the surface of any land not for the time being actually demised to the Company other than land which was on the Seventh day of January One thousand eight hundred and eighty-six or shall hereafter during the continuance of the term hereby granted be in the actual possession or under the immediate control of the Government any of which last-mentioned lands the Company may let down or cause to subside without making or paying compensation to the Government therefore without making such arrangements as to compensation and otherwise with the owners occupiers and tenants for the time being of the lands so let down or caused to subside as may from time to time be agreed upon by and between the Company and such owners occupiers and tenants respectively AND PROVIDED ALWAYS FURTHER that the Company shall not save as hereinbefore expressly mentioned exercise all or any of the rights and liberties in this clause mentioned other than the right of ingress and egress aforesaid over the surface of any lands other than those which are described in the second part of the First Schedule hereto and secondly hereinbefore expressed to be hereby demised and those which may be hereafter acquired by and leased to the Company under the provisions hereinbefore contained.

11. The Company shall have liberty in or upon the surface of all or any of the demised premises to drive make erect maintain and use any levels drifts tunnels airways inclined planes railways tramways roads drains steam engines pumps and underground works whatsoever which the Company shall consider necessary or convenient and may use all underground springs and streams of water in such manner and for such purposes as they may think fit.

12. The Company shall be at liberty with the consent of the Government to use all springs rivers and rivulets in and throughout the territories of and belonging to the Government and to abstract therefrom by means of pipes conduits or watercourses any water which the Company may consider necessary or expedient either



for the supply and sanitary needs of the persons employed by them in connection with the mines hereby demised or for working any engines machinery or plant used in connection with or for the purposes of the Company's mining or other operations PROVIDED ALWAYS that the Company shall not except as aforesaid divert or alter the natural channel and course of any such river or rivulet or throw any spoil rubbish or refuse into any such spring river or rivulet.

13. The Company shall be at liberty with the consent of the Government to use all ways watercourses rivers and rivulets in and throughout the territories of and belonging to the Government for the purpose of their mining operations either for carrying stores and materials to or for carrying minerals produce and materials away from the demised premises.

14. The Company shall during the subsistence of the term hereby granted keep and maintain in good repair all roads which shall be made and constructed and for the time being in use by them under the liberties and powers hereinbefore given to the Company AND shall at the expiration or sooner determination of the said term break up clear and in the case of agricultural land restore fit for agricultural purposes the sites of any such roads and any such railways sidings or trainways which shall have been so made or constructed as aforesaid as the Government shall not by notice in writing to be delivered to the Company within three calendar months of such expiration or sooner determination require to be left PROVIDED ALWAYS that upon any transfer or surrender under Clause 17 or Clause 43 hereof the Company may in lieu of any further obligation under this clause to repair the same break up clear and in the case of agricultural land restore fit for agricultural purposes the sites of any such roads railways sidings or trainways as aforesaid which by reason of such transfer or surrender shall have become useless or unnecessary to the Company and which the Government shall not by notice in writing to be delivered to the Company within three calendar months from such transfer or surrender require to be left And thereupon all further liability to repair such roads shall cease and determine.

15. The rents and royalties due or payable to the Government for or in respect of all coal and other substances which have been raised and won by the Company from the mines hereby demised since the commencement of the term hereby granted down to and including the Thirty-first day of December One thousand eight hundred and ninety-two shall be taken to be the sum of One hundred and seven thousand two hundred and sixty Halli Sicca

rupees And upon the execution of these presents the Company shall in respect thereof pay to the Government so much of the said sum of One hundred and seven thousand two hundred and sixty Huli Sica rupees as has not been previously paid or accounted for And such sum when so paid as aforesaid shall be accepted by the Government in full discharge of all rents and royalties so due or payable to the Government as aforesaid.

16. There are hereby reserved to the Government during the said term hereby granted by way of rent for all the premises hereby demised and hereafter to be demised under the provisions hereinbefore contained the royalties specified in the Second Schedule hereto calculated and payable as from the date and at the times and in the manner therein expressed and except as hereinafter by Clause 18 provided no further rent or royalty shall be payable by the Company to the Government in respect of any of the premises hereby demised or hereafter to be demised as aforesaid.

17. The Company shall if threatened with loss by the coal obtained from the mines hereby demised being unsaleable or saleable only at a loss be at liberty by giving to the Government twelve calendar months' notice in writing expiring on any First day of January of their intention so to do to transfer and surrender to the Government such part of the said demised mines and minerals as they are unable to work profitably.

18. The Company will in every year on or before the day or days for the time being fixed by the Government for payment thereof during the term hereby granted pay to the Government in respect of all surface lands described in the second part of the First Schedule hereto and also in respect of all premises which may under the provisions hereinbefore contained be acquired by and demised to the Company except such parts thereof respectively as shall for the time being have been surrendered the rate of land assessment usually payable for the time being to the Government in respect of similar lands situate in the dominions of the Government.

19. The Company will during the said term pay to the Government the royalties specified in the Second Schedule hereto on the days therein prescribed for payment thereof.

20. If the Company shall not in any year during the term hereby granted after and commencing with the First day of January One thousand eight hundred and ninety three work get and win such a quantity of the coal hereby demised as according to the royalties specified in the Second Schedule hereto will produce a clear yearly sum of Thirty thousand Huli Sica rupees (herein-



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after called "the minimum rent") the Company will on the First day of March in every year pay to the Government such a sum as together with the royalties payable in accordance with the terms of the Second Schedule hereto will amount to the minimum rent in the same manner as if a quantity of coal sufficient according to the said royalties to produce that sum had been actually worked got and won PROVIDED ALWAYS that if in any year of the said term the Company shall not have actually worked got and won such a quantity of coal as according to the said royalties would produce for that year the minimum rent then the Company may as often as any such deficiency shall happen take credit as against any royalties payable by them in any one or more of the ten next succeeding years of the said term after every such deficiency for all sums so paid by them to make up any such deficiency but not so as to make the royalty actually paid by them in any one year fall below the minimum rent PROVIDED ALWAYS FURTHER that if the Company shall make any such transfer and surrender as mentioned in Clause 17 hereof or shall under the provisions of Clause 43 hereof surrender any part or parts of the said demised mines the minimum rent shall (if it shall be so decided under the Arbitration Clause hereinafter contained) be reduced and the amount of such reduction (if any) shall in case of difference be determined by arbitration under the Arbitration Clause hereinafter contained.

21. The Company will maintain in good order and repair to the satisfaction of the Government all buildings plant machinery and works erected constructed or used by the Company during the subsistence of the said term (if and so long as the same are serviceable for the purposes of the undertaking) except such buildings plant machinery and works as shall have been erected constructed or used exclusively for the purposes of or in connection with any part of the mines hereby demised which shall have been worked out or become incapable of being worked at a profit or which shall have been transferred and surrendered under the provisions of Clause 17 hereof or shall have been surrendered under the provisions of Clause 43 hereof PROVIDED ALWAYS that the provisions of this clause shall be subject and without prejudice to the rights conferred upon the Company by Clause 38 hereof.

22. The Company shall not at any time during the subsistence of the said term keep any armed retainers. If any further or other protection than is afforded by the special police to be provided and maintained as in Clause 39 hereof mentioned shall at any time be required by the Company the Government shall forthwith upon application being made by or on behalf of the Company supply at the cost of the Government all such further and other protection as may be necessary.

23. Neither the Company nor any of its servants other than natives of India shall have and such servants being natives of India shall not by the permission or sufferance of the Company have during the subsistence of the said term any monetary transactions with the Government or with the nobles jagirdars jemadars zamindars or with any of the officials of the Hyderabad State other than and except such monetary transactions as are provided for by or are incidental to these presents or the sale of the coal or other produce obtained under or by virtue of these presents.

24. The Company shall not assign underlot or part with the possession of the demised premises or any part thereof without the consent in writing of the Government for that purpose first had and obtained which consent the Government hereby agrees shall not be withheld unless the proposed assignee or lessee be not considered sufficiently solvent.

25. The Company will hereafter during the subsistence of the term hereby granted in the best and most effectual manner and to the utmost and on the most approved principles and with due provision for drainage and ventilation of mines and for the security of life and the maintenance of the value of the property and without intermission except when prevented by insuperable accident work win get and raise all the mines minerals and substances hereby demised (except such as shall not be capable of being profitably worked) so far as is consistent with the provisions of Clause 27 hereof And will at all times during the said term fairly and diligently use their best endeavours to work win get and raise the same and to sell and dispose of the same to the best advantage of both parties.

26. The Company shall not commit within the mines hereby demised any wilful act whereby the mines hereby demised or any other mines or minerals lying and being under the mines hereby demised and reserved to the Government may during the subsistence of this lease be rendered unworkable by water or foul air or whereby the working of such mines or minerals may be prevented.

27. The Company shall not permit or suffer any subterraneous or other excavations except roads and ways properly supported to be made under any dwelling-house or building erected before the date of these presents which shall not for the time being be in the possession or occupation of the Company or within such distance from any such dwelling-house or building as shall in each case and from time to time be fixed by the Government mining engineer for the time being or any works or operations whatever which shall



be reasonably calculated or likely to structurally damage any such dwelling-house or building PROVIDED ALWAYS that this Clause shall not apply to cases where the Company shall be ready and willing to take such dwelling-house or building at a fair valuation to be determined if necessary by valuation under the Arbitration Clause hereinafter contained.

28. The Company shall not without the previous consent in writing of the Government for that purpose first had and obtained remove or suffer to be removed from the premises for the time being in the possession of the Company or any part thereof any minerals or other substances raised or gotten from the mines hereby demised for the purpose of sale or otherwise or use or convert for any purpose or consume any such minerals or other substances until the particulars thereof have been duly entered and recorded in the Company's books for the purpose of ascertaining the amount of the royalties payable in respect of such minerals and other substances.

29. The Company will at its own expense during the said term erect and continue at the place or each of the places where any coal minerals or other substances to be gotten during the said term out of the mines hereby demised shall be raised or brought to the surface one or more machine-house or houses and keep the same in good repair and set up and continue a weighing machine or machines with proper standard weights of His Highness's State or such other weights as may be necessary or convenient in the machine-house or houses so to be erected AND will at all reasonable times permit any officers and workmen appointed by the Government in that behalf to have free access to such machine or machines and weights and make use of prove and regulate the same AND will keep the same in good repair and at the like expense provide proper persons to superintend the same AND will cause all the coal minerals and other substances which shall be gotten from the demised premises (whether the same shall be taken away and sold or disposed of or otherwise used or consumed) to be duly weighed AND will cause the weights of all such coal minerals and other substances distinguishing each of the same and the different classes and qualities of each to be from time to time entered in proper books of account to be provided for that purpose by the Company and to be kept at the office where such coal minerals and other substances shall be raised or brought to the surface and will not remove consume or dispose of any coal minerals and other substances until so weighed and entered AND will permit any persons from time to time appointed in that behalf by the Government at all reasonable times to have free access to the said machine-house or machine-houses and office and to inspect cast up and examine the said books entries and accounts and take

extracts or copies of the same AND will permit any person from time to time appointed in that behalf by the Government to be present when the said coal minerals and other substances shall be weighed and also from time to time as often as such persons shall think proper to weigh and take account of all such coal minerals and other substances and for that purpose to have the use of the said machines and also the help and assistance of any of the servants or workmen there employed and the use of the horses wagons trucks carts and other carriages ropes tackle and other implements and other machinery employed in and about any of the Company's premises without making any compensation for the same but not unreasonably hindering the servants or workmen of the Company.

30. The Company will on the last day of every third calendar month during the continuance of the said term settle and make up full true and particular accounts of all coal minerals and other substances gotten and raised from the mines hereby demised and of all sales thereof respectively with dates names weights prices and all such particulars as the Government shall from time to time require.

31. All accounts necessary for ascertaining the rents and royalties payable hereunder shall be kept in such a form as the Government shall from time to time prescribe and in local currency and all local accounts shall be kept in local currency and a true statement of all such accounts shall be submitted yearly by the Company to the Government.

32. In case any of the following classes of minerals and substances shall be raised and gotten from the premises first hereinbefore expressed to be hereby demised the Company shall keep or cause to be kept separate accounts in respect of each of them that is to say: (A) gold and silver (B) iron ore and stone (of which each separate quality is to be in a separate class as if separately here specified) (C) precious stones (D) mineral oils (E) alum (F) pottery earth (G) fire-clay (H) limestone (I) all other clays metals minerals and mineral substances intermixed with and usually and properly worked with the said mines beds seams veins and deposits of coal hereby demised (each to be separately classified).

33. The Company will at all times during the said term keep and will on the First day of March in each year of the said term if required deliver to the Government true and correct plans and sections made and corrected up to the end of the last preceding year of the mines hereby demised and of all the workings thereof and of all seams veins or lodes which shall have been discovered therein upon which plans and sections the extent position and actual condition of the Company's works shall be actually set forth and delineated Such sections shall be made to the scale of twenty



feet to an inch and the plan of the workings to the scale of One hundred feet to an inch and such sections and plan shall be kept at the counting-house of the Company on the demised premises.

34. All such plans and sections as in the last preceding clause mentioned and all books accounts documents vouchers and papers relating to any operations under this lease so far as the Government are interested therein respectively under these presents and also all the mines and works of the Company shall at all reasonable times be open to the inspection of any person or persons duly authorised from time to time in that behalf by the Government but not exceeding a reasonable number of persons at any one time and free access and all reasonable facilities for inspecting and taking copies of or extracts from such plans sections books accounts documents vouchers and papers and for inspecting measuring and testing such mines and works and all information in connection therewith which shall be required by such person or persons shall be afforded to such person or persons by the Company their agents servants and workmen PROVIDED ALWAYS that the exercise of all or any of the rights by this clause given to the Government shall be conducted at reasonable hours in the daytime and in such a manner as shall not interfere more than is reasonably necessary with the operations and works of the Company.

35. The accounts so far as the Government are interested therein under these presents may be audited half-yearly by any duly authorised agent or agents for the time being of the Government and such agent or agents shall for that purpose have power to call for all such books accounts documents vouchers plans and sections as he or they may *bona fide* think necessary for the verification or elucidation of such accounts.

36. The Company will from time to time and at all times during the term hereby granted properly and securely fence off and keep fenced off from the adjoining lands by means of a substantial post and rail fence at least four feet in height or some other fence sufficient to protect the public or their cattle sheep or other animals from straying into the same all pits shafts machinery railways sidings tramways and other works used by the Company in connection with the said demised mines AND will within six calendar months next after any pit or shaft shall have been permanently disused cover the same with a good and substantial arch of brickwork or masonry to the satisfaction of the Government or their mining engineer AND will within six calendar months next after the First day of January in every year either fill up stop

and level such parts of the surface lands for the time being in the possession or occupation of the Company as shall no longer be required by the Company (except such parts thereof as the Government may by notice in writing require not to be filled up stopped or levelled) or make due compensation to all persons other than the Government affected by the failure or omission of the Company to fill up stop or level the same AND will cause the whole of the surface lands which may at any time during the said term have been used or occupied by the Company to be filled up stopped or levelled within six calendar months next after the end or sooner determination of the said term (except such parts of the said lands as the Government may by notice in writing delivered prior to such end or sooner determination require not to be filled up stopped or levelled) AND will within the same six calendar months either reinstate and restore such part of the lands so to be filled up stopped or levelled as were prior to the Company's user or occupation of the same cultivated or used for pasture to a state fit for cultivation or pasture respectively or make due compensation to all persons other than the Government affected by the failure or omission of the Company so to reinstate and restore the same.

37. At the expiration or sooner determination of the term hereby granted the Company will deliver up to the Government all the demised premises and all premises which may hereafter be demised to the Company under the provisions hereinbefore contained together with all erections and buildings then standing and being thereon or on any part thereof and all fixed machinery and fixtures (except such as are hereinafter authorised to be removed or disposed of by the Company) in good and substantial repair and working order and in all respects in such state and condition as shall be consistent with the due performance and observance of the covenants herein contained (except so far as shall be otherwise agreed upon between the Company and the Government) and as shall be consistent with all agreements between the Company and the Government.

38. The Company shall not during the last year of the said term or at or after the expiration or sooner determination thereof without the license in writing of the Government for that purpose first had and obtained take down or remove any buildings or erections fixed machinery or fixtures standing or being on any part of the demised premises or any premises which may hereafter be demised to the Company under the provisions hereinbefore contained And shall not during any part of the said term without such license as aforesaid take down or remove any such buildings erections fixed machinery or



fixtures as aforesaid unless and except so far as the same shall have ceased to be serviceable for the purposes of the undertaking or except for the purpose of replacing the same respectively by other buildings erections fixed machinery or fixtures of equal or superior utility PROVIDED ALWAYS that it shall be lawful for the Company at or within six calendar months after the expiration or sooner determination of the said term or after any transfer and surrender of part of the said premises under Clauses 17 or 18 hereof to sell by auction or private contract and either on or off the said premises and to remove all engines machinery rails sleepers ropes plant and materials belonging to the Company and used in or about the said premises or the part of the said premises so transferred and surrendered respectively the Company first offering to the Government the option (which if not accepted by the Government within three calendar months after being offered shall be deemed to have been refused) of purchasing all or any part of the said engines machinery rails sleepers ropes plant and materials as the same shall stand and be in upon and about the said premises at such a price as shall be agreed upon between the Company and the Government and in default of such agreement at such a price as shall be fixed by arbitrators under the Arbitration Clause hereinafter contained AND the Company shall not remove or sell to any other person any of the said engines machinery rails sleepers ropes plant and materials which the Government shall desire to buy at such price as aforesaid unless the Government shall fail to complete the purchase of the same within six calendar months after such option shall have been offered to them.

39. A special police shall if required by the Company be appointed by the Government to enforce order between the servants of the Company while engaged in any operations connected with this lease and the subjects of the Government and the cost of such police force shall be borne in the following proportions—that is to say three-tenths by the Government and seven-tenths by the Company. Such police force shall be placed and shall at all times be and remain under the orders of an officer of the Government of India to be from time to time appointed by the British Resident at Hyderabad so long as the Government of India shall assent to such arrangement.

40. All machinery plant utensils and other stores and supplies required for mining purposes ordered or required by the Company for the purpose of executing any works either temporary or permanent or carrying on the works and operations incident to or in connection with this lease shall be admitted into and carried through the territories of the Government free of all fiscal charges and duties.

whatever for the time being payable either to the Government or to any local authorities or other persons claiming under the Government by virtue of any title accrued subsequently to the Seventh day of January One thousand eight hundred and eighty-six AND all coal minerals and other substances shall be carried through and exported out of the same territories free of all such fiscal charges and duties And if at any time hereafter any such fiscal charges or duties as aforesaid are imposed upon the carriage import or export of any of the articles or things aforesaid the rents and royalties by these presents reserved shall be accepted by the Government in satisfaction and discharge of all such charges and duties IT BEING THE TRUE INTENT AND MEANING of these presents that the rents and royalties hereby reserved shall be in full satisfaction and discharge of all fiscal charges and duties now or hereafter chargeable or imposed under the Law of the dominions of the Government for the time being in force on or in respect of all or any part of the mines minerals and other substances hereby demised and raised or gotten from the demised premises or any part thereof or on the Company in respect thereof except the rate of land assessment usually payable in respect of similar lands in the dominions of the Government.

41. If at any time hereafter during the continuance of the term hereby granted the rates charged by any State Railway guaranteed by the Government for the freight of any such minerals or mineral substances as are hereby demised whether in their raw state or manufactured shall by agreement between the Government and such Railway be raised or altered so as to exceed the rates at the date of these presents charged by the Great Indian Peninsular Railway for similar freight then and so often as the same shall happen it shall be lawful for the Company to refer under the Arbitration Clause hereinafter contained the question whether any and if any what modification diminution or alteration ought to be made in the royalties hereby reserved by reason of such raising or alteration of the rates as aforesaid.

42. It shall be lawful for the Company to surrender this lease at any time upon giving to the Government twelve calendar months' notice in writing of their intention so to do (such notice to expire on any First day of January) And at the expiration of such notice and provided the Company shall upon such expiration pay all rent royalties and other moneys which may be then due and payable under these presents to the Government this present lease and the liberties licenses and powers hereby granted (subject nevertheless to the rights of the Company under Clause 38 hereof) and all future liability of the Company shall cease and determine



but without prejudice to any right of action or remedy which shall have accrued to the Government in respect of any breach of any of the covenants or provisions herein contained.

13. If the Company shall discontinue or at any time hereafter shall neglect or omit or permit or suffer to be neglected or omitted the working of any of the mines hereby demised which shall have been opened or worked by the Company but shall not be desirous or willing to surrender this lease under the provisions of the last preceding clause it shall be lawful for the Company at any time upon giving to the Government twelve calendar months' notice in writing of their intention so to do to surrender any part of the demised premises or the premises which may hereafter be demised under the provisions hereinbefore contained without the remainder of the said premises but so that any such surrender shall include so much of the surface lands hereby or hereafter to be demised as shall not be necessary or expedient for the working of the part of the demised mines retained by the Company AND upon the expiration of such notice and provided the Company shall upon such expiration pay all rents royalties and other moneys which may then be due and payable under these presents to the Government this present lease and the liberties licenses and powers hereby granted (subject nevertheless to the rights of the Company under Clause 18 hereof) and all future liability of the Company shall cease and determine so far as regards the part of the said premises so surrendered but without prejudice to any right of action or remedy which shall have accrued to the Government in respect of any breach of the covenants and provisions as to the part so surrendered and also without prejudice to the covenants and provisions herein contained and to the rights and liabilities of the Company and the Government respectively hereunder in respect of all such parts of the said premises as shall not have been surrendered And the Company shall thereupon grant to the Government all such powers easements and rights as may be necessary or expedient for efficiently and conveniently working and developing the premises so surrendered and consistent with the efficient and convenient working and development by the Company of the premises not surrendered.

14. If and whenever the following railways now contemplated or in course of construction are completely constructed and in operation and capable of transporting mineral traffic to the necessary extent that is to say—(1) a railway from Hyderabad to Warangal (2) a continuation of the same railway from Warangal to the southern frontier of the State of Hyderabad at or near Bezawada (3) a continuation of the first-named railway from Warangal to the northern frontier of the said State at or near Chanda—the Company shall at any time during the subsistence of the term hereby granted when called upon by the Government by notice in writing enter into an agreement with the owners or owner for the time being of the said railways whereby in consideration of such



owners or owner agreeing to carry and transport over the said railways any coal minerals and other substances raised and gotten by the Company from the said demised mines and all other mines and workings for the time being worked by the Company throughout the territories of the Government at rates thirty per cent. below the rates for the time being charged on such railways for the carriage and transport of other similar traffic the Company will agree to supply to such owners or owner for the purposes of the said railways so much coal as shall be *bona fide* required therefor at such price per ton not being less than thirty per cent. below the price per ton for the time being charged by the Company for similar coal to the ordinary public as shall be agreed upon between the Company and such owners or owner AND further that the Company will so long as proper and reasonable facilities shall be afforded by such owners or owner for the carriage and transport of all such coal minerals and other substances as aforesaid and so long as the said demised mines and other mines and workings aforesaid shall produce to the Company sufficient coal minerals and other substances for this purpose supply such owners or owner with mineral traffic sufficient at the rates so to be charged as aforesaid to produce Forty-five thousand pounds per annum.

45. PROVIDED ALWAYS and these presents are upon this express condition that if and whenever any part of the rent royalties or assessment hereinbefore reserved or made payable shall be in arrear for three calendar months whether the same shall have been legally demanded or not or if and whenever the Company shall discontinue working for any twelve consecutive calendar months any of the demised mines upon which active mining operations and works shall at any time have been commenced by the Company and which shall not before the expiration of such period of twelve months as aforesaid from the discontinuance of working the same have been transferred or surrendered under the powers hereinbefore contained or if the Company shall be wound up or cease to exist or if and whenever there shall be a breach or non-observance of any of the covenants and conditions on the part of the Company herein contained and the Company shall fail to make pecuniary compensation to the satisfaction of the Government for such breach or non-observance it shall be lawful for the Government to re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted shall absolutely cease and determine without prejudice nevertheless to the recovery of such of the rents royalties and assessments hereby reserved and made payable as shall then be due or owing and without prejudice to any right of action or remedy which shall have accrued to the Government in respect of the breach or non-observance of any of such covenants and conditions as aforesaid AND such right of re-entry may be exercised by the Government notwithstanding the waiver by the Government of any prior forfeiture or forfeitures.



46. The Company paying the rent royalties and assessments hereby reserved and made payable at the times and in the manner hereinbefore appointed for payment thereof respectively and performing and observing all the covenants and conditions on the part of the Company herein contained may peaceably and quietly hold use occupy and enjoy the demised premises subject as hereinbefore expressed during the said term hereby granted without any interruption or disturbance by the Government or any person lawfully claiming any estate in the demised premises or any part thereof through or under the Government.

47. If the Company shall with the previous consent of the Government for that purpose first had and obtained assign the demised premises or any part thereof and shall at the Company's expense procure the assignee or assignees to execute and deliver to the Government a deed or deeds of covenant binding the assignee or assignees to perform and observe all the covenants and obligations and conditions on the part of the Company herein contained (or in the case of an assignment of part only of the said premises so far as such covenants obligations and conditions relate to such part) on the terms and conditions herein contained then the Company shall be discharged from all further liability to the Government under these presents or in the case of an assignment of part only of the demised premises from all liabilities in respect of the part so assigned AND such liabilities may be apportioned as may be agreed upon between the Company and the Government or in default of such agreement as may be determined by Arbitration under the Arbitration Clause hereinafter contained and the subsequent winding up of the Company or its ceasing to exist shall not give the Government any right of re-entry under Clause 45 hereof upon the demised premises or in the case of an assignment or assignments of part only of the said premises having been made upon the part or parts included in such assignment or assignments.

48. All notices to be given under or with reference to these presents or anything done or to be done thereunder shall be in writing and on the part of the Government shall be under the hand of one of the secretaries or other proper officer of the Government and shall be addressed and delivered to the Company's principal representative for the time being in the Government's territories or shall be left so addressed at the principal counting-house of the Company on the demised premises and on the part of the Company shall be under the hand of such principal representative and shall be addressed and delivered to or left at the office of one of such secretaries or other proper officer.

49. If any dispute question difference or controversy shall arise between the Government and the Company concerning these presents or any clause or thing herein contained or the construction

thereof or the amount of compensation to be paid thereunder or any matter or thing to be done thereunder or in any way connected with these presents or the operation thereof or the rights or liabilities of either party under or in connection with these presents or in relation to any matter hereinbefore referred to arbitration under this clause then and in every or any such case or dispute the matter in difference shall be referred to a Board of Arbitration one member of which shall be appointed by the Government and the other by the Company AND the duty of the said Board shall be to inquire into and equitably adjust and determine the same; if the Board shall be unable to do so by reason of difference of opinion among the members thereof or for any other reason the matter in difference shall stand referred to an Umpire to be appointed by the mutual consent of the said Board in each case before they proceed to arbitration or in case the Board shall not within six weeks after the dispute or difference shall have been referred to them have appointed the said Umpire the appointment of an Umpire may be made upon the application of either party by Her Majesty's Secretary of State for India and the decision of such Board or the event of their not arriving at a decision as aforesaid the decision of such Umpire shall be final and binding upon both parties and appeal shall lie therefrom AND upon every such reference to a Board of Arbitration and Umpire shall respectively have power to examine witnesses upon oath or affirmation and to fix settle and determine the amount of the costs of and incidental to the reference and award respectively to be paid by both parties or by either party and to direct and award when and by whom such costs shall be paid. In matters not otherwise herein provided for the provisions of the Arbitration Act One thousand eight hundred and eighty-nine and any Acts amending the same shall *mutatis mutandis* have effect in relation to every arbitration under these presents.

IN WITNESS whereof the said Sir Asman Jah Bahadur, K.C.I.E., Prime Minister to H.H. the Nizam acting on behalf of the Government of His Highness the Nizam has hereunto affixed the Seal of State of His Highness' Government and the Company hath hereunto set its Common Seal and caused the hands of one of its Directors and its Secretary to be hereunto set the day and year first above written.

(LEASE EXECUTED.)

The Seal of State affixed by me,

ASMAN JAH,

Prime Minister to H.H. the Nizam.

Seal of State  
of The Govern-  
ment of His  
Highness the  
Nizam.

The Seal of State of the Government of His Highness the Nizam affixed by the Nawab Sir Asman Jah Bahadur, K.C.I.E., Prime Minister to His Highness the Nizam, in the presence of

Seal of the  
Residency.

F. PRIDEAUX, Assistant Resident  
Hyderabad.



## THE FIRST SCHEDULE ABOVE REFERRED TO.

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### THE FIRST PART.

The Singureni Coal Field includes and comprises all the area containing any beds seams veins or deposits of coal lying and being under the land delineated on the map marked **A** hereto annexed and thereon coloured red and any beds seams veins or deposits of coal which are parts or branches of or form a continuation or extension in any direction of the beds seams veins or deposits of coal lying and being under the said land whether such continuation or extension shall or shall not be interrupted by faults dislocations slips hitches heaves or troubles.

### THE SECOND PART.

The piece of land coloured green on the map marked **B** annexed hereto in or upon which are the entrances to the inclines and pits now being worked by the Company the Company's railway stations officers' bungalows clerks' quarters coolie lines boiler and engine houses workshops stores and other buildings erections and works.

## THE SECOND SCHEDULE ABOVE REFERRED TO.

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There shall be paid by the Company to the Government on the First day of March One thousand eight hundred and ninety-four and on every subsequent First day of March in every year of the term by these presents granted (such term for the purposes of this Schedule and the payments to be made thereunder to commence as from the First day of January One thousand eight hundred and ninety-three) and also on the First day of March next after the expiration or other sooner determination of the said term royalties at the rates following that is to say :—

1. If the Company shall not in the then preceding year have won such a quantity of the coal by these presents demised as according to the royalties in the following Clauses of this Schedule

specified will produce a clear yearly sum of Thirty thousand Halli Sica Rupees the Company shall pay to the Government such a sum as together with the said royalties actually payable will amount to the said sum of Thirty thousand Halli Sica Rupees.

2. If the sales made by the Company of coal won from the mines by these presents demised shall not in the then preceding year have amounted to One hundred thousand tons the Company shall pay to the Government a royalty on Ninety per cent. of all the coal won from the said demised mines during the then preceding year (whether the same shall or shall not have been actually sold) at the rate of eight annas Halli Sica currency per ton.

3. If the sales made by the Company of coal won from the said demised mines and actually sold or disposed of by the Company shall in the then preceding year have amounted to or exceeded One hundred thousand tons the Company shall (subject to the provisions of the five next following Clauses) pay to the Government a royalty on Ninety per cent. of all the coal won from the said demised mines during the then preceding year (whether the same shall or shall not have been actually sold) at the rate for every ton thereof of Twenty-two per cent. of the difference between the selling price per ton of the coal so won and the working cost per ton of winning the same.

4. PROVIDED ALWAYS that if the sales made by the Company of coal won from the said demised mines and actually sold or disposed of by the Company shall in the then preceding year have amounted to One hundred thousand tons and not have exceeded One hundred and fifty thousand tons AND if the selling price per ton of the coal won in the same year shall be Twenty-five per cent. less than the average selling price per ton of the coal won in the three years ending on the Thirty-first day of December One thousand eight hundred and ninety-two Then the Company shall pay to the Government a royalty on Ninety per cent. of all the coal won from the said demised mines during the then preceding year (whether the same shall or shall not have been actually sold) at the rate for every ton thereof of Fifteen per cent. (instead of Twenty-two per cent. in Clause 3 of this Schedule specified) of the difference between the selling price per ton of the coal so won and the working cost per ton of winning the same.

5. PROVIDED ALWAYS FURTHER that if the sales made by the Company of coal so won and actually sold or disposed of as aforesaid shall in the then preceding year have exceeded One hundred and fifty thousand tons AND if the selling price per ton



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of the coal won in the same year shall be Twenty-five per cent. less than the average selling price per ton of the coal won in the three years ending on the Thirty-first day of December One thousand eight hundred and ninety-two. THEN the Company shall pay to the Government a royalty on Ninety per cent. of all the coal won from the said demised mines during the then preceding year (whether the same shall or shall not have been actually sold) at the rate for every ton thereof of Seventeen per cent. (instead of Twenty-two per cent. in Clause 3 of the Schedule specified) of the difference between the selling price per ton of the coal so won and the working cost per ton of winning the same.

6. PROVIDED ALWAYS FURTHER that if the sales made by the Company of coal so won and actually sold or disposed of as aforesaid shall in the then preceding year have amounted to One hundred thousand tons and not have exceeded One hundred and fifty thousand tons. AND if the selling price per ton of the coal won in the same year shall be Twenty-five per cent. higher than the average selling price per ton of the coal won in the three years ending on the Thirty-first day of December One thousand eight hundred and ninety-two THEN the Company shall pay to the Government a royalty on Ninety per cent. of all the coal won from the said demised mines during the then preceding year (whether the same shall or shall not have been actually sold) at the rate for every ton thereof of Twenty-five per cent. (instead of Twenty-two per cent. in Clause 3 of this Schedule specified) of the difference between the selling price per ton of the coal so won and the working cost per ton of winning the same.

7. PROVIDED ALWAYS FURTHER that if the sales made by the Company of coal so won and actually sold or disposed of as aforesaid shall in the then preceding year have exceeded One hundred and fifty thousand tons AND if the selling price per ton of the coal won in the same year shall be twenty-five per cent. higher than the average selling price per ton of the coal won in the three years ending on the Thirty-first day of December One thousand eight hundred and ninety-two THEN the Company shall pay to the Government a royalty on Ninety per cent. of all the coal won from the said demised mines during the then preceding year (whether the same shall or shall not have been actually sold) at the rate for every ton thereof of Thirty-four per cent. (instead of Twenty-two per cent. in Clause 3 of this Schedule specified) of the difference between the selling price per ton of the coal so won and the working cost per ton of winning the same.

8. PROVIDED ALWAYS FURTHER that notwithstanding anything contained in the preceding Clauses of this Schedule the

royalty to be paid by the Company under these presents shall not in any case exceed one rupee Halli Sicea currency per ton.

9. The working cost aforesaid shall be deemed to be two rupees eleven annas eleven pies Halli Sicea currency per ton. And the selling price aforesaid shall be calculated and determined as on every First day of January by dividing the sums actually received by the Company during the then preceding year in respect of all the coal sold by the Company by the number of tons of coal won by the Company during the same period.

10. In calculating the sums actually received by the Company as in the Ninth Clause of this Schedule mentioned the Company shall be entitled to deduct from the sums actually received for any coal sold by the Company all sums (if any) which the Company shall actually pay to any agents brokers or others by way of commission or brokerage in respect of such sales.

11. In calculating the sums actually received by the Company as in the Ninth Clause of this Schedule mentioned the Company shall in respect of all coal sold by the Company elsewhere than at the pit's mouth be entitled to deduct from the sums actually received by the Company for such coal all expenses (if any) incurred by the Company for carriage or otherwise in relation to the delivery of such coal to the purchasers other than the expenses of winning the same. AND ALSO shall in respect of all coals sold by the Company on credit or otherwise than for ready money be entitled to deduct from the sums actually received by the Company for such coal a sum equal to interest thereon during the period for which credit is given to the purchaser at the rate of one per cent. above the average current rate of discount charged during the same period by the Bank of Bombay upon first-class bills of exchange.

12. In calculating the sums actually received as in the Ninth Clause of this Schedule mentioned the Company shall in respect of all coal sold by the Company in a manufactured form (whether as coke patent or compressed fuel or otherwise than in its raw state) be entitled to deduct from the sums actually received by the Company for such manufactured coal a sum equivalent to the actual cost of manufacturing such coal into the form in which it is actually sold together with a sum equivalent to Ten per cent. of the sums actually received by the Company for such manufactured coal.

13. In respect of all mineral and other substances by these presents demised other than coal the Company shall pay to the



Government one-fifteenth part of the net proceeds of any and all sales made by the Company during the then preceding year of all such mineral and other substances.

14. In this Schedule "ton" means "British ton" "won" means "raised to the surface" and "the the preceding year" means "the year ending on the then last preceding Thirty-first day of December for the time being."

(LEASE EXECUTED.)

WITNESS:

F. PRIDEAUX,  
Assistant Resident,  
Hyderabad.

ASMAN JAIL,

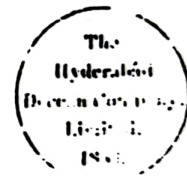
Prime Minister to  
H.H. the Nizam.

12th Sept., 1893.

(COUNTER-PART EXECUTED.)

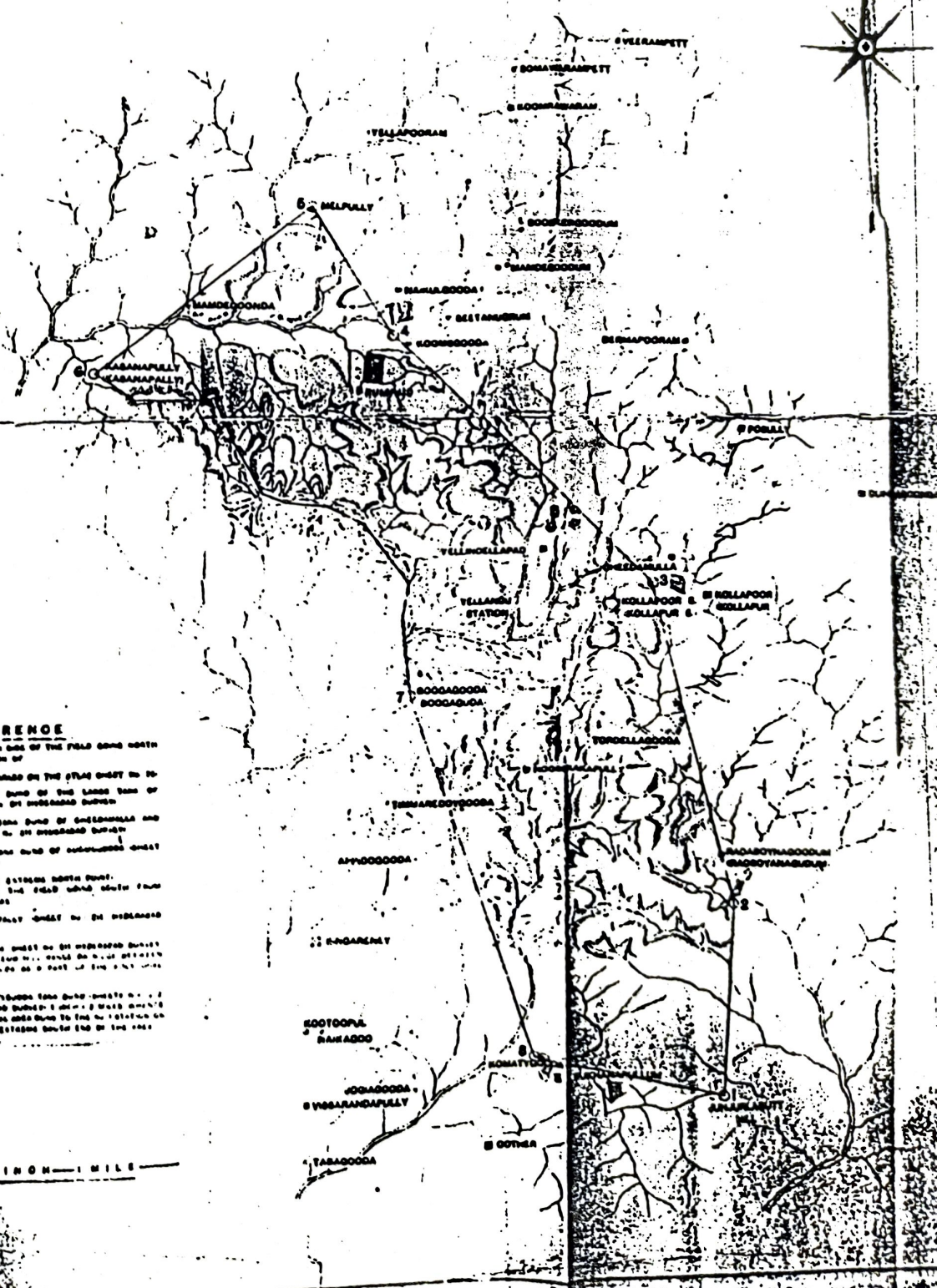
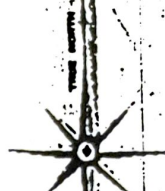
The Common Seal of the Hyderabad Deccan Company, Limited, was hereunto set in the presence of

G. H. M. BATTEN, Director.  
L. L. HALD, Secretary.



P L A N -

LEASE OF THE SINGAPORE COAL FIELD  
MAP MARKED A REFERRED TO IN THE  
FIRST PART OF THE FIRST SCHEDULE  
TO THE LEASE



and situated on the eastern end of the field some north  
of the monument, view of

- [illegible]

SCALE 1 INCH = 1 MILE