



THE SINGARENI COLLIERIES COMPANY LIMITED
(A Government Company)
Estates Department, Yellandu Area

G20
TJM

Ref.No.YLD/EST/2024/12/ 41

Date:06.03.2024

To

The District Forest Officer,
Bhadradri Kothagudem District.

Sir,

Sub:- Proposal for diversion of 151.8517 Ha. of Forest Land in Yellandu Division for JKOC Project (Online proposal FP/TG/MIN/49581/2020) - MoEF&CC, Gol raised EDS on 16.02.2024 - furnishing the reply to the EDS -Reg.

Ref:- 1) MoEF&CC, Gol Lr.No. 8-260/1985-FC(vol-I) dtd 16.02.2024.
2) PCCF Ltr. FC4/FC29/1/2022, dtd:27.02.2024

Kind attention is invited to the subject and reference cited, it is to inform that the MoEF&CC, Gol has raised EDS for the proposal for diversion of 151.8517 Ha of forest land for JKOC. Accordingly, the Point-wise information is furnished hereunder.

Point No. i) Lease history of YML and YAML mining projects along-with the copies of the all earlier FC approvals/renewals granted by the MoEF&CC/RO.

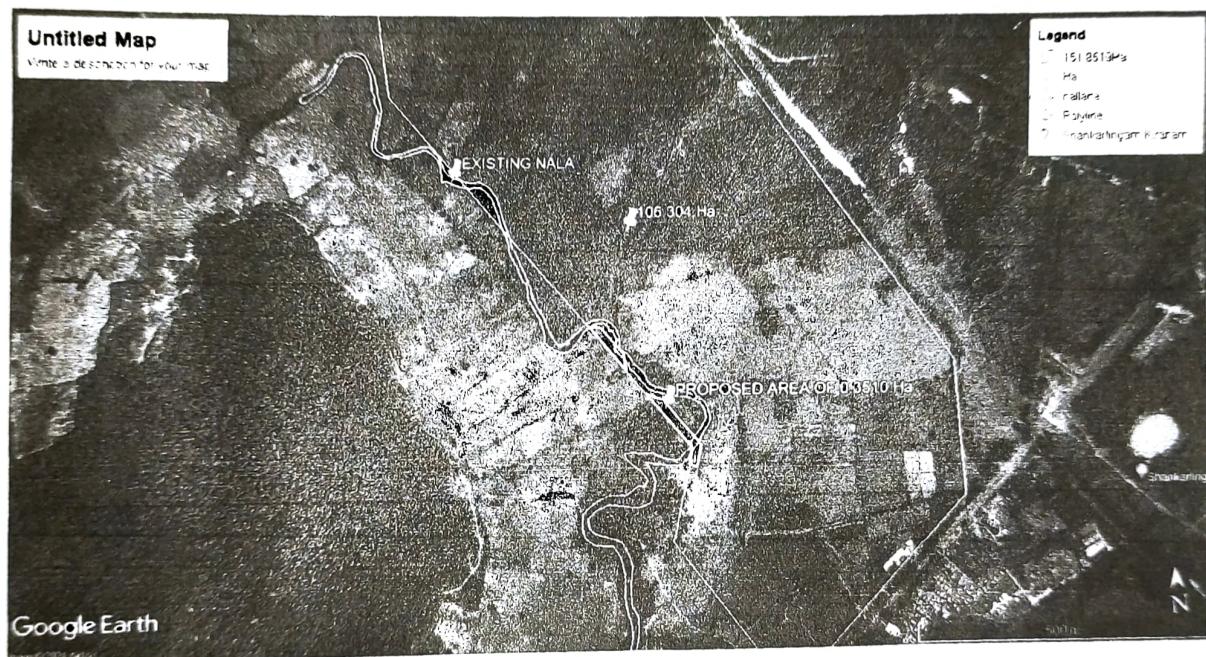
Reply: The Lease History of YML, YAML & its FC approvals granted by the MoEF&CC, Gol are as follows:

S I . N o	Name of the lease	Extent (Ha.)			Sanction under F(C) Act	Sanction under MM(D&R) Act	Remarks	Annexure no
		Forest land	Non-forest land	Total				
1	Yellandu Mining Lease Original	963.00	400.00	1363.00	--	HEHs Nizam Govt.Lease 07.02.1927		1
	2 nd Renewal				8-260/FC 07.10.1986	No.234 dt.16.05.1989 & No. 405, dt 17.08.1989		2
	3 rd Renewal					No.292, 22.10.2005		3
2	Yellandu Addl.ML Original	124.96	400.00	524.96	8-260/1985-FC, (vol), 20.07.2018	No.5, 06.02.2015		4
	1 st Renewal	653	2973.00	3626	--	No.1175, 07.11.1972		5
		42.50 & 29.00	1669.50	1741.00	8-54/1991-FC (pt), 25.07.2008 & 8-54-91/FC, dtd 20.02.95	No.278, 23.10.2007	29 Ha. surrendered on 25.07.2011	6

The Validity of YML and YAML will be 31.12.2034 and 31.03.2030 as per the Rule 24 (c) of Mineral Concession Rules -1960 (amended in 2021). Copies of all forest diversions granted by MoEF& CC and GO's of Mining Lease are enclosed for kind perusal.

Point No.ii) *As per the proposed land use 0.3510 ha area below river/Nala/canal has been proposed to be diverted. Therefore, there is a need to take the necessary permission from the concerned department of the State Govt. for diversion of said nala. In addition necessary measures/plan to mitigate the adverse impacts of the diversion of the area below river/Nala/canal is required. The same may be submitted.*

It is to submit that the proposed extent of 0.3510 Ha. is to straighten the existing course of NALA within the boundary of proposed 151.8517 ha. for better utilisation of proposed 151.8517 ha. Further, the NALA is very small, seasonal and the straitening work will be taken up after grant of Stage-II only. The following figure shows the existing NALA and proposed straitening of NALA



However, SCCL is herewith submitting undertaking that the necessary permissions from the concerned department of State Govt. will be obtained and necessary measures to mitigate the adverse impacts of the diversion/straitening of NALA will be taken after grant of Stage-I.

Hence, it is requested to kindly examine and forward the EDS reply to the Nodal Officer & Prl. Chief Conservator of Forests, Telangana along with the remarks to submit the same to the MoEF & CC, Gol.

Yours faithfully,

[Signature]
General Manager,
Yellandu Area.

Encl: As above.

Page 2 of 3

Copy submitted to:

1. The Regional Officer, Integrated Regional Office, MoEF& CC, Gol, Aranya Bhavan, Hyderabad - for favor of information please.
2. The Nodal Officer & Prl. Chief Conservator of Forests, Telangana Aranya Bhavan, Hyderabad - for favor of information please.
3. The Chief Conservator of Forests- Bhadrak Circle, Warangal - for favor of information.



The Singareni Collieries Company Limited
(A Government Company)

**PLAN SHOWING THE FOREST LAND DIVERSION
OF 106.304Ha AND PROPOSED DIVERSION OF
NALLAH AT YELLANDU AREA**

R.F. ~ 1:10,000

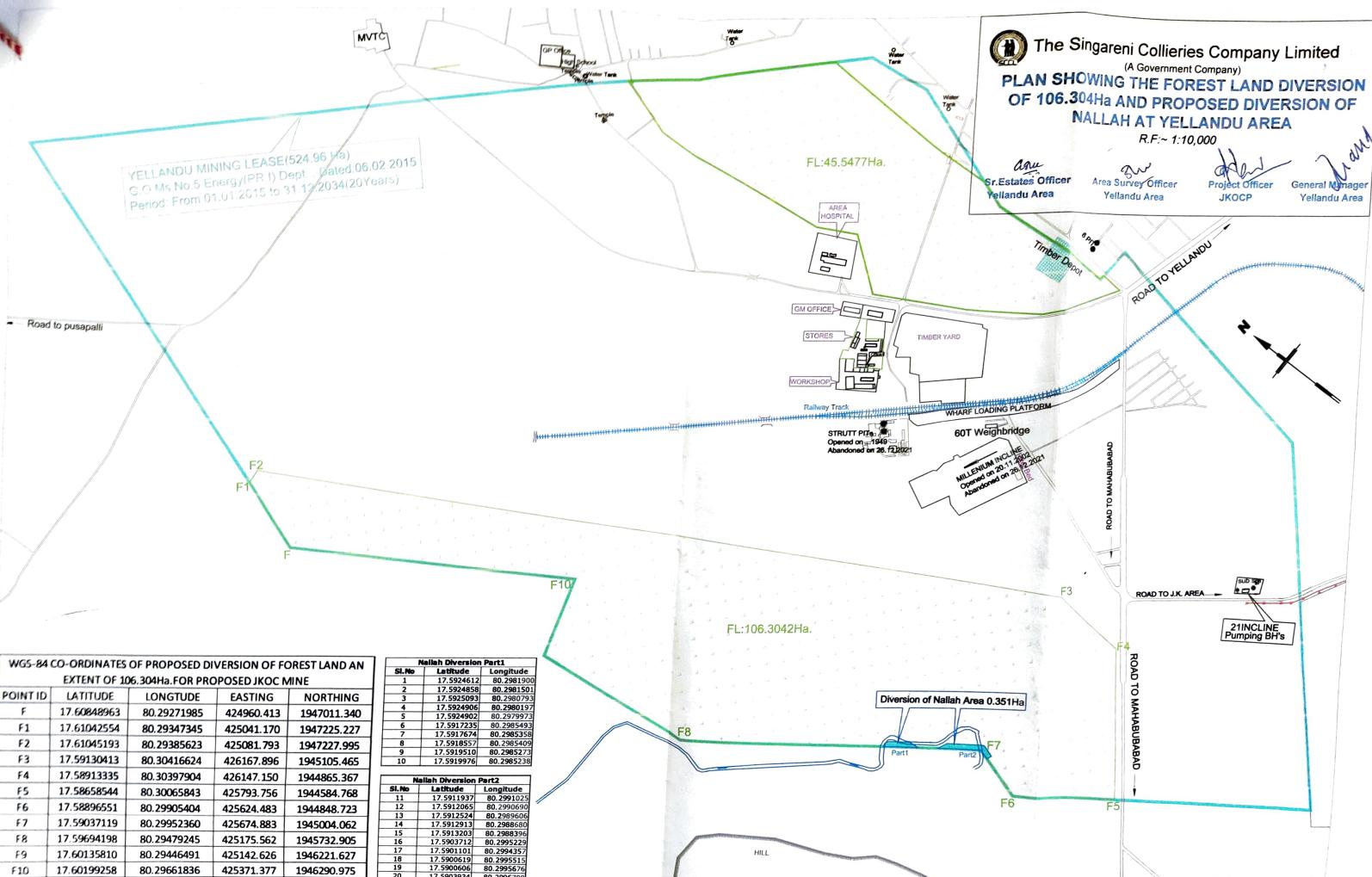
YELLANDU MINING LEASE(524.96 Ha)
© Ms No.5 Energy (PR 1) Dept. Dated 06.02.2015
Period: From 01.01.2015 to 31.12.2034(20 Years)

Sr. Estates Officer
Yellandu Area

Area Survey Officer
Yellandu Area

Project Officer
JKCOP

General Manager
Yellandu Area





**The Singareni Collieries Company Limited.
(A Government Company)**
YELLANDU AREA

U N D E R T A K I N G

The Singareni Collieries Company Limited here by undertakes to take necessary permissions required from concerned Government Authorities and Forest dept for Diversion of Seasonal Nala to an extent of 0.3510 ha for diversion of Forest land of 151.8517 ha for JKOC Project, SCCL, Yellandu Area, before commencement of mining operations.

Manu
General Manager
Yellandu Area
Manu
General Manager
Yellandu Area

32

12-01-1886

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 Govern-
ment 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

07-01-1886

06-01-2006

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 premises 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 herein-after contained.

7. No part of the lands to be required 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

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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 therefor 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 herinbefore 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 Sieca

rupees And upon the execution of these presents the Company shall in respect therof pay to the Government so much of the said sum of One hundred and seven thousand two hundred and sixty Hulli Sicea 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 unsalable 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 with 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 Hulli Sicea rupees (herein-

other called "the minimum rent") the Company will on the first day of March in every year pay to the Government such a sum 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 underlet 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 hereaftor 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 draivage 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 thereto 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 theron 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 use 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 promises 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 Peninsula 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 license 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.

33. 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 38 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.

34. 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 Bezvada (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 *bond 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 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 the 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 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 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 a time to 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 Committee Seal and caused the hands of one of its Directors and its Secretary to be hereunto set the day and year first above written.

(PLEASE EXECUTE.)

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.

THE FIRST PART.

The Singareni 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.

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 Sieea 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 Sieea 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 Sieea 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 JAH,

Prime Minister to
H.H. the Nizam.

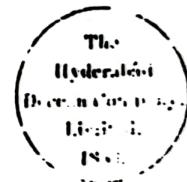
12th Sept., 1893.

(COUNTER-PART EXECUTED.)

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

G. H. M. RATTEN, Director.

L. L. HALL, Secretary.

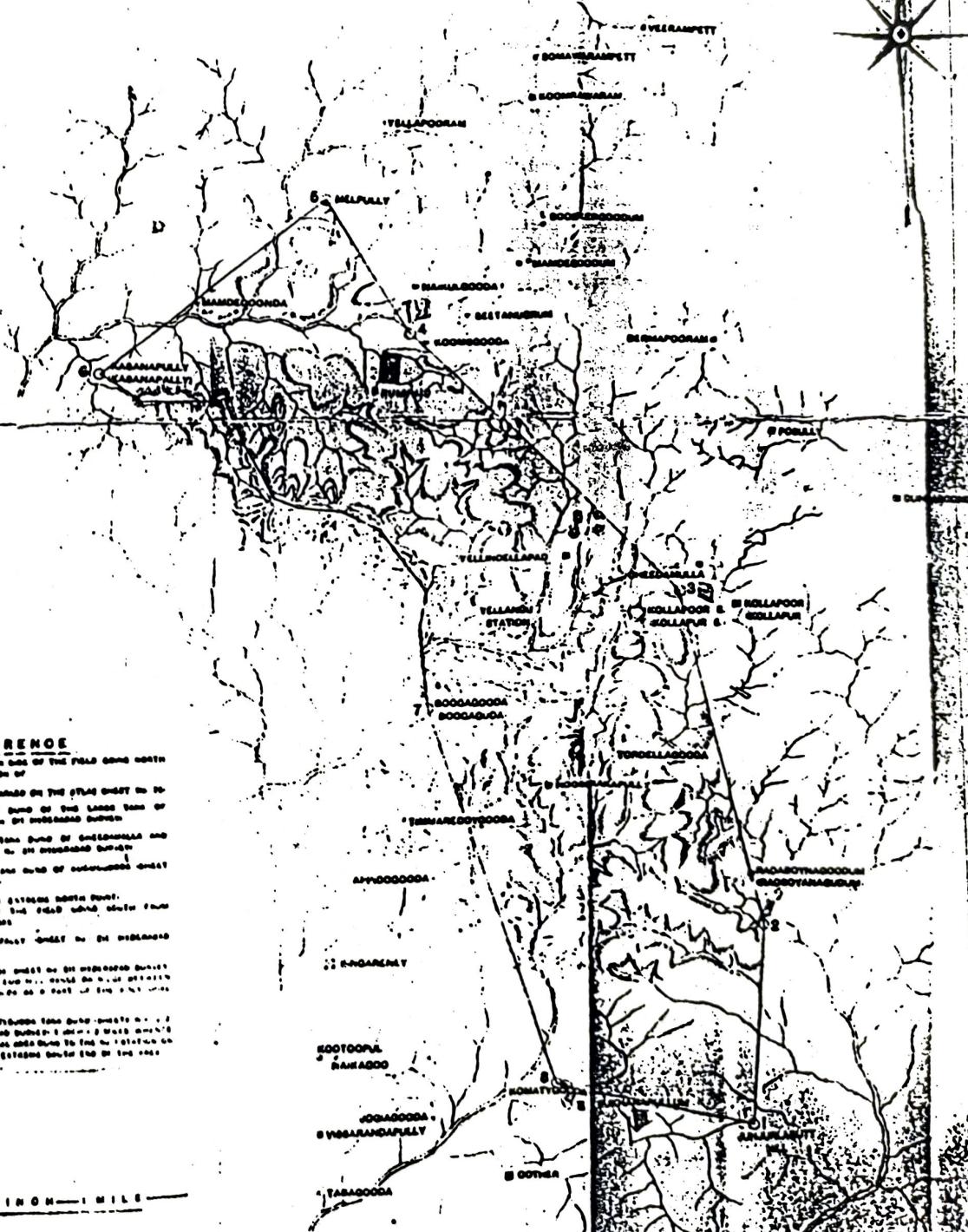


A

—P L A N—

THE GOVERNMENT OF
HIS HIGHNESS THE NIZAM OF HYDERABAD
TO
THE HYDERABAD (DECCAN) COMPANY
LIMITED

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



REFERENCE

2025 RELEASE UNDER E.O. 14176

GOVERNMENT OF ANDHRA PRADESH
A B S T R A C T

MINES & MINERALS - Grant of 1st renewal of Mining lease for coal -
Khammam District - Yellandu Taluk - Extent 3367.05 acres (986.29
acres of Non-Forest land and 2380.16 acres of Forest land).
Application of M/s. Singareni Collieries Company Limited - Sanctioned
Amendment issued.

Industries & Commerce (M.III) Department

G.O.Ms.No.405.

Dated 17th August, 1989.

Read the following:-

1. From the Director of Mines & Geology, Lr.No.40414/K1/80, dated 4-2-83.
2. From the Government of India, Ministry of Energy, Department of Coal, Lr.No.13016/3/85-CA, dated 11-10-85.
3. From Government of India, Ministry of Energy, Department of Coal Lr.No.13016/10/85-CA, dated 18-6-86.
4. From Government of India, Ministry of Environment, Forests, Wild Life Lr.No.8/216/85, Fry (C&rs), dated 7-10-86.
5. From the Government of India, Ministry of Energy, Department of Coal, Lr.No.13016/3/85-CA, dated 25-9-87.
6. From Director of Mines & Geology Lr.No.40414/K1/80, dated 25-3-89.
7. G.O.Ms.No.234, Industries & Commerce, dated 16-5-1989.

.....

ORDER:-

The following Amendment is issued to G.O.Ms.No.234, Industries and Commerce, dated 16-5-1989, 7th read above:-

AMENDMENT

For the words and figures " a period of 10 years " occurring in para (1) of the G.O.Ms.No.234, Industries & Commerce, dated 16-5-89 shall be read as " a period of 20 years ".

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

R.S.Goswami,
Additional Secretary to Government.

To
The Director of Mines & Geology, Hyderabad.
Copy to: M/s. Singareni Collieries Company Limited, Kothagudem,
Khammam District.

Copy to: Asst. Director of Mines & Geology, Khammam.
Copy to: Controller General, Indian Bureau of Mines, Nagpur.
Copy to: Director-General, Mines Safety, Dharbad.
Copy to: Secretary to Government of India, Ministry of Steel & Mines,
Department of Mines, New Delhi.
Copy to: Secretary to Government, Energy, Forests, Environment,
Science & Technology Department, Secretariat.
Copy to: Chief Conservator of Forests, Hyderabad.
SF/SC.

// Forwarded : By order //

K. S. Ramaiah
Section Officer

4-19



13016/3/85
1326
29/5/85

Government of Andhra Pradesh
Abstract

Mines & Minerals - Grant of 1st renewal of ML for coal - District Khammam - Taluk Yellandu - Extent 3367.05 acres (986.29 acres of Non-Forest land and 2380.16 acres of forest land) - Application of M/s. Singareni Collieries Company Limited - Sanctioned - Orders issued.

Industries & Commerce (M.III) Department
G.O. Ms. No. 234.

Dated 16th May, 1989.

Read the following:-

1. From the Director of Mines & Geology Lr. No. 40414/K1/80, dated 4-2-83.
2. From Government of India, Ministry of Energy, Department of Coal, Lr. No. 13016/3/85-CA, dated 11-10-1985.
3. From Government of India, Ministry of Energy, Department of Coal, Lr. No. 13016/10/85-CA, dated 18-6-86.
4. From Government of India, Ministry of Environment, Forests & Wild Life Lr. No. 8/215/85-Fry (Coms), dated 7-10-1986.
5. From Government of India, Ministry of Energy, Department of Coal, Lr. No. 13016/3/85-CA, dated 25-9-1987.
6. From Director of Mines & Geology Lr. No. 40414/K1/80, dated 25-3-1989.

ORDER:

In pursuance of the directions issued in Government of India letter 2nd read above, and with the prior concurrence of Government of India vide their letters 3rd to 5th read above, the Government sanction to M/s. Singareni Collieries Company Limited 1st renewal of Mining Lease for coal for a period of 10 years over an extent of 3,367.05 acres (986.29 acres Non-Forest land and 2,380.16 acres of Forest land) in Yellandu Mandal, Khammam District subject to the provision of Mines & Minerals (R&D) Act, 1957 and the rules made there under in general, subject also to the conditions in From 'K' prescribed under Mineral Concession Rules, 1960 and to the additional conditions specified in the Appendix to this order. The above sanction is also subject to conditions that the grants in any shall obtain patta dars consent or acquires surface rights of patta lands before entering patta lands.

2. The rates of royalty, dead rent and surface rent shall be collectable as follows:-

I. Royalty:

Coal: Five Rupees per tonne.

II. Dead Rent:

1) The rates of dead rent applicable to the leases other than those obtained for supply of raw material to the industry owned by the concerned leasee.

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(RATES OF DEAD RENT IN RUPEES PER HE TARE PER ANNUM)

Category of 1st year 2nd to 5th year 6th to 10th year of the lease. of the lease. of the lease. of the lease. 11th year of the lease and onwards.

1	2	3	4	5
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1. Lease area upto 50 hectares. NIL 30 60 90

2. Lease area above 50 hectares but not exceeding 100 hectares. NIL 40 80 120

Lease area above 100 hectares. NIL 60 100 150

2) In the case of lease obtained for the supply of raw material for the industry owned by the concerned lessee, the rates of dead rent would be applicable as given in respect of item No.1 above irrespective of the lease area.

III. SURFACE RENT & WATER CHARGES: At such rates not exceeding the land rates, water charges and cesses acceptable on the land are paid.

3. The grantee should pay a deposit of Rs.2,000/- prescribed in Rule 32 of the Mineral Concession Rules, 1960 before the lease is actually executed.

4. The grantee should execute the lease deed within the time limit specified in Rule 31 of Mineral Concession Rules, 1960.

5. The terms and conditions referred to in Para 1 of this order are subject to such further modification, additions and alterations as may be ordered before the lease deed is executed.

6. The Director of Mines & Geology is requested to take necessary further action for the execution of the lease deed after satisfying himself that the grantee shall fulfil the requirements of aforesaid provisions of Act & Rules. As soon as the deed is executed, the date of such execution should be reported to the Government.

Note: The grantee is liable to cancellation should it be found that it is grossly inequitable or was made under a mistake of fact or owing to misrepresentation or fraud or in excess of authority.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

T.R.PRASAD,
SECRETARY TO GOVERNMENT.

To

The Director of Mines & Geology, Hyderabad (w.e. in original).

477

-3-

Copy to:

Mr. Singareni Collieries Company Limited, Kothagudem, Khammam District.
Asst. Director of Mines & Geology, Khammam.
Controller General, Indian Bureau of Mines, Bangalore-24, Civil Line,
Director General, Mine's Safety, Dhanbad.
Secretary to Government of India, Ministry of Steel & Mines,
Department of Mines, New Delhi.
Energy, Forest, Environment, Science & Technology Department.
Chief Conservator of Forests, Government of Andhra Pradesh, Hyderabad.
SF/SC.

// Forwarded : By order //

Prabhakar
Section Officer

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No. 8-260/85-Fry(Cons)
Government of India
(Department of Environment, Forests & Wildlife)

5-B CGO Complex, (Phase II)
Lodhi Colony, New Delhi,
Dated the 7 Oct. 1986.

To

The Secretary,
Forest Department,
Govt. of Andhra Pradesh,
Hyderabad.

Sub:- Renewal of Mining lease for coal in Khammam distt.
involving 963.63 ha. of forest land.

Sir,

I am directed to refer to your letter No. 51512/For.I/
84-4 dated 12.6.85 on the above mentioned subject seeking the
prior approval of the Central Government in accordance with
the Section 2 of the Forest (Conservation) Act, 1980.

The proposal has been examined by the Advisory Committee
constituted by the Central Government under Section 3 of the
aforesaid Act.

After careful consideration of the proposal of the
State Government and on the basis of the recommendations of
the above mentioned Advisory Committee, the Central Government
hereby conveys its approval under Section 2 of the Forest
(Conservation) Act, 1980 for the renewal of mining lease
for coal in Khammam district involving 963.63 ha. of
forest land, for a period of 30 years from 1.1.85 in favour
of M/s. SCL subject to the condition that the legal
status of the land would remain unchanged.

Yours faithfully,

Sd.
(Nawal Kishore)
Under Secretary to the Govt. of India

Copy to:

1. Chief Conservator of Forests,
Govt. of Andhra Pradesh, Hyderabad.
2. Guard File, FC Cell.

(Nawal Kishore)
Under Secretary to the Govt. of India

GOVERNMENT OF ANDHRA PRADESH
ABSTRACT

GOVERNMENT OF ANDHRA PRADESH
MINES AND MINERALS
ABSTRACT
MINES AND MINERALS - 2nd Renewal of Mining Lease for Coal over an extent of 1363.00 Hectares [963.00 Hectares Forest Land and 400.00 Hectares Non Forest Land] of Yellandu Village and Mandal, Khammam District in favour of M/s Singareni Collieries Company Limited for a further period of 10 years with effect from 01.01.2005 - Sanctioned - Orders - Issued.

INDUSTRIES AND COMMERCE [M-III] DEPARTMENT

G.Q.Ms. No. 292

Dated the 22nd October, 2005.
Read the following:-

6. G.O. Ms. No. 234, Ind. & Com. (M-III) Deptt., Dt. 16.05.1989.
7. G.O. Ms. No. 405, Ind. & Com. (M-III) Deptt., Dt. 17.08.1989.
8. From DMG., Lr. No. 14777/R2-3/2002, Dated 29.01.2003.
9. Govt., Memo. No. 1648/M-III(2)/2003-2, Dated 02.07.2003.
10. From Ministry of Coal, GOI, Lr. Dated 27.07.2005.

ORDER:-

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In the reference 1st read above, government have granted 1st Renewal of Mining Lease for Coal over an extent of 3,367.05 acres [986.29 acres Non Forest Land and 2380.16 Forest Land] in Yellandu Village and Mandal, Khammam District in favour of M/s Singareni Collieries Company Limited for a period of 10 years and in the reference 2nd read above, the said Mining Period was amended as 20 years Instead of 10 years and the Mining Lease period expired on 31.12.2004

2. In the reference 3rd cited, the Director of Mines & Geology has recommended for grant of 2nd Renewal of Mining Lease for Coal over an extent of 1363.00 Hectares (963.00 Hectares Forest Land and 400.00 Hectares Non Forest Land) of Yellandu Village and Mandal, Khammam District in favour of M/s Singareni Collieries Company Limited for a further period of 10 years with effect from 01.01.2005, subject to the satisfaction of terms and conditions of M.C. Rules, 1960 and MM(D&R) Act, 1957.

3. In the reference 5th read above, the Govt., of India have conveyed the approval of the Central Government under Section 5(1) of the MM(D&R) Act, 1957 for grant of Mining Lease for Coal over an area of 1363.00 .623 hectares in Yellandu Village and Mandal, Khammam District for a further period of 10 years in favour of M/s Singareni Collieries Company Limited. The approval of the Central Government is also hereby accorded under Section 6(1)(b) of Mines and Minerals [D&R] Act, 1957 for mining lease in excess of the limit prescribed under Mines and Minerals [D&R] Act, 1957.

4. Government, after careful examination, hereby grant of 2nd Renewal of Mining Lease for Coal over an extent of 1363.00 Hectares (963.00 Hectares Forest Land and 400.00 Hectares Non Forest Land) of Yellandu Village and Mandal, Khammam District in favour of M/s Singareni Collieries Company Limited for a further period of 10 years with effect from 01.01.2005, subject to the provisions of Mines and Minerals [D&R] Act, 1957 and the rules made here under in general, also subject to the conditions in Form-K prescribed under the Mineral Concession Rules, 1960 and to the additional conditions specified in the Appendix to this order.

5. The rates of royalty, dead rent, surface rent and water charges shall be collectable as follows:

[P.T.O]

I. Rates of Royalty:

Coal:

A. Coal produced in all States and Union Territories except the State of West Bengal and Assam

(i) Group I Coals:

- (a) Coking coal
Steel Grade I,
Steel Grade II,
Washery Grade-II
- (b) Hand Picked coal produced
in the States of Arunachal
Pradesh, Assam, Meghalaya
and Nagaland.

Two hundred and fifty
rupees only per tonne.

(ii) Group II Coals:

- (a) Coking coal Washery Grade -II
Coking Coal Washery Grade III
- (b) Semi - Coking Coal Grade I
Semi - Coking Coal Grade II
- (c) Non-coking Coal Grade - A
Non-coking Coal Grade - B
- (d) Ungraded Run of Mine Coal produced
in the State of Arunachal
Pradesh, Assam, Meghalaya and
Nagaland

One hundred and
sixty five rupees only
per tonne.

(iii) Group III Coals:

- (a) Coking coal Washery Grade-IV
- (b) Non-coking Coal Grade - C

One hundred and fifteen
rupees only per tonne.

(iv) Group IV Coals:

- (a) Non-Coking Coal Grade - D
- (b) Non-Coking Coal Grade - E

Eighty five rupees only
per tonne.

(v) Group V Coals:-

- (a) Non-Coking Coal Grade - F
- (b) Non-Coking Coal Grade - G

Sixty five rupees only
per tonne

Lignite :

Fifty rupees only per
tonne.

(vi) Group-VI coals:

Coal produced in the State of
Andhra Pradesh

Ninety rupees per tonne

II. Dead rent

[Rates of dead rent in rupees per hectare per annum] or as revised by government from time to time

3rd year onwards

400/-

III. Surface rent and water charges :: As fixed by the Government from time to time.

6. The grantee should pay a deposit Rs.10,000/- as prescribed under rule 32 of the Mineral Concession Rules, 1960 before the lease is actually executed.

7. The grantee should execute the lease deed within the time limit specified in Rule 31 of Mineral Concession Rules, 1960.

8. The terms and conditions referred to in para 4 of this order are subject to such further modifications, additions and alterations as may be ordered before the lease deed is executed.

9. The Director of Mines and Geology is requested to take necessary further action for the execution of the lease deed after satisfying himself that the grantee fulfils all the required provisions of the amended Act and Rules. As soon as the deed is executed, the date of such execution should be reported to the Government.

Note:- The grant is liable for cancellation should it be found it was grossly inequitable or was made under a mistake of fact or owing to misrepresentation or fraud or in excess of authority.

[BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH]

B. KripaNANDAM
SECRETARY TO GOVERNMENT

To

~~M/s~~ Singareni Collieries Company Limited,
Kothagudem Collieries -507 101,
The Director of Mines and Geology, Hyderabad. [w.e: F & MP]

Copy to:

The Asst. Director of Mines and Geology, Khammam.

The Collector, Khammam.

The Secretary to Govt. of India, Ministry of Mines,
Dept. of Mines, New Delhi.

The Controller General, Indian Bureau of Mines, Nagpur.

The Director General of Mines Safety, Dhanbad, Bihar.

The Regional Controller of Mines, Koti, Hyderabad.

The Ind. & Com. [IF-Cell] Deptt.

SF/SC

10. "A copy of this order is available on the Internet and can be accessed at the address- "<http://apts.gov.in/apgos>".

-// FORWARDED :: BY ORDER //-

K. V. S. Subrahmanyam
SECTION OFFICER.

GOVERNMENT OF TELANGANA
A B S T R A C T

MINES AND MINERALS – 3rd Renewal of Yellandu Mining Lease for extraction of Coal over a reduced extent of 524.96 Hectares involving 124.96 Hectares of Forest Land at Yellandu Area of Khammam District, for a further period of 20 years from 01.01.2015 to 31.12.2034 in favour of M/s. Singareni Collieries Company Limited - Sanction – Orders - Issued.

ENERGY (PR.I) DEPARTMENT

G.O.Ms.No.05

Dated:06.02.2015.

Read the following:

1. G.O.Ms.No.292, Ind.&Com.(M-III) Dept., dated 22.10.2005.
2. M/s. Singareni Collieries Company Limited 3rd RML Application dated 13.09.2013.
3. DMG File No.8845/R1-2/2014, dated 9.12.2014.
4. Govt.Lr.No.745/Pr.1/2014, Energy (PR.I) Dept., dated 15.12.2014.
5. MoC, Gol Lr.No.13016/9/2006-CA-II,dated 21.1.2015.
6. SCCL Lr.No.CRP/EST/M/159/78, dated 23.1.2015.

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ORDER:

In the reference 1st read above, Government have granted 2nd Renewal of Mining Lease for Coal over an extent of 1363.00 Hectares (963.00 Ha. Forest land and 400.00 Ha. Non-forest land) of Yellandu village (V) & (M), Khammam District, for a period of 10 years from 01.01.2005 in favour of M/s. Singareni Collieries Company Limited.

2. In the reference 2nd read above, M/s. Singareni Collieries Company Limited have filed application for 3rd renewal of Yellandu Mining Lease for a reduced area of 524.96 Hectares involving 124.96 Hectares of Forest Land at Yellandu Area of Khammam District, for a further period of 20 years from 01.01.2015 to 31.12.2034.
3. The Director of Mines & Geology in the reference 3rd read above sent proposals for grant of 3rd Renewal of Mining Lease for extraction of Coal over a reduced area of 524.96 Hectares involving 124.96 Hectares of Forest Land at Yellandu Area of Khammam District, for a further period of 20 years from 01.01.2015 in favour of M/s. Singareni Collieries Company Limited subject to obtain prior approval of Govt. of India under Section 5(1) and relaxation under Section 6(1)(b) of MM(D&R)Act, 1957 and subject to furnishing clearance under F(C)Act and satisfaction of terms and conditions of MM(D&R)Act, 1957 and M.C.Rules, 1960.
4. In the reference 4th read above, State Government have proposed for grant of 3rd Renewal of Yellandu Mining Lease for extraction of Coal over a reduced area of 524.96 Hectares involving 124.96 Hectares of Forest Land at Yellandu Area of Khammam District, for a further period of 20 years from 01.01.2015 in favour of M/s. Singareni Collieries Company Limited subject to obtain prior approval of Govt. of India under Section 5(1) and relaxation under Section 6(1)(b) of MM(D&R)Act, 1957 and subject to furnishing clearance under F(C)Act and satisfaction of terms and conditions of MM(D&R)Act, 1957 and M.C.Rules, 1960.

5. In the reference 5th read above, the Ministry of Coal, Government of India, have conveyed their prior approval for grant of 3rd Renewal of Mining Lease for extraction of Coal over a reduced area of 524.96 Hectares involving 124.96 Hectares of Forest Land at

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Yellandu Area of Khammam District, for a further period of 20 years from 01.01.2015 in favour of M/s. Singareni Collieries Company Limited under Section 5(1) and relaxation under Section 6(1)(b) of MM(D&R)Act, 1957 since the total area of the Mining Lease granted to M/s. Singareni Collieries Company Limited so far exceeded 10 Sq.Kms. in the interest of development of the minerals subject to submission of approved Mining Plan and clearance under F(C)Act.

6. In the reference 6th read above, M/s. Singareni Collieries Company Limited submitted Mining Plan approved by Ministry of Coal, Govt. of India. Regarding clearance under F(C)Act, SCCL informed that State Govt. (EFS&T Dept.) vide Lr.No.2603/For.I(1)/2014, dt.12.5.2014 forwarded the proposals under F(C)Act to MoEF for prior approval for diversion of 124.96 Ha. of Forest land involved in renewal of Yellandu Mining Lease.

7. Government, after careful examination of the matter, hereby grant 3rd Renewal of Yellandu Mining Lease for extraction of Coal over a reduced extent of 524.96 Hectares involving 124.96 Hectares of Forest Land at Yellandu Area of Khammam District, for a further period of 20 years from 01.01.2015 in favour of M/s. Singareni Collieries Company Limited subject to furnishing clearance under F(C)Act for the forest land of 124.96 Ha. involved in the Lease and also subject to satisfaction of terms and conditions laid down in MM(D&R)Act, 1957 and M.C.Rules, 1960 and satisfying conditions in Form-K prescribed under the M.C.Rules, 1960.

8. The rates of royalty, dead rent, surface rent & water charges and cess shall be collectable as follows or as revised by Government from time to time:

I. Rates of Royalty:

COAL:

The rates of royalty on coal shall be @ 14% (fourteen percent) ad-valorem on price of coal, as reflected in the invoice, excluding taxes, levies and other charges.

II. Dead Rent:

Rates of dead rent in rupees per hectare per annum or as revised by Government from time to time.

First year	2 nd year	3 rd & 4 th years	5 th year onwards
100/-	200/-	500/-	1000/-

III. Surface rent & water charges : As fixed by the Government from time to time and also Cess

9. The grantee should pay a deposit of Rs.10,000/- as prescribed under rule 32 of the Mineral Concession Rules, 1960 before the lease is actually executed.

10. The grantee should execute the lease deed within the time limit specified in Rule 31 of Mineral Concession Rules, 1960.

11. The terms and conditions referred to in para-6 of this order are subject to such further modifications, additions and alternations as may be ordered before the lease deed is executed.

12. The Director of Mines & Geology shall take necessary further action for execution of the lease deed after satisfying himself that the grantee fulfils all the required provisions of the amended Act and Rules. As soon as the deed is executed, the date of such execution should be reported to the Government.

NOTE: The grant is liable for cancellation, should it be found that it was grossly inequitable or was made under a mistake of fact or owing to misrepresentation or fraud or in excess of authority.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF TELANGANA)

ARVIND KUMAR,
SECRETARY TO GOVERNMENT

To
M/s. Singareni Collieries Company Limited,
Kothagudem Collieries-507 101,
Khammam District, Telangana State.
The Director of Mines and Geology, Hyderabad [w.e.File & MP].

Copy to:
The Asst.Director of Mines and Geology, Khammam District.
The Collector, Khammam District.
The Secretary to Govt. of India, Ministry of Coal, New Delhi.
The Controller General, Indian Bureau of Mines, Nagpur.
The Director General of Mines Safety, Dhanbad, Bihar.
The Regional Controller of Mines, Koti, Hyderabad.
The Divisional Forest Officer, Khammam District.
File [C.No.745/Pr-I/2014]
SF/SC.

//Forwarded :: By Order//

P. Padur
SECTION OFFICER

Q. 6.5

Government of India
Ministry of Environment, Forests and Climate Change
(Forest Conservation Division)

Indira Paryavaran Bhawan

Aliganj, Jorbagh Road

New Delhi - 110 003

Dated: 2 July, 2018 ✓

To,

The Principal Secretary (Forests),
Department of Forest & Environment,
Government of Telangana
Hyderabad.

Sub: Diversion of 124.96 ha forest land in Compartment Nos. 19 & 51 of Yellandu R.F. Block of Kothagudem Division in favour of Singareni Collieries Company Limited (SCCL) in the State of Telangana – regarding..

Sir.

I am directed to refer to the State Government of Telangana letter no. 2603/For. I(1)/2014 dated 12.05.2014 on the above-mentioned subject, seeking prior approval of the Central Government under Section-2 of the Forest (Conservation) Act. 1980. After careful examination of the proposal and recommendations made thereof by the Forest Advisory Committee constituted under Section-3 of the said Act. 'in-principle' approval was granted vide this Ministry's letter of even number dated 13.07.2015 subject to fulfillment of certain conditions prescribed therein. The State Government has furnished compliance report in respect of the conditions stipulated in the 'in-principle' approval and requested the Central Government to grant final approval to the proposal.

2. In this connection, I am directed to say that on the basis of the compliance report furnished by the State Government of Telangana vide their letter no. 2603/For. I(1)/2014 dated 29.12.2017, final approval (**Stage - 2**) of the Central Government is hereby granted under Section -2 of the Forest (Conservation) Act. 1980 for diversion of 124.96 ha forest land in Compartment Nos. 19 & 51 of Yellandu R.F. Block of Kothagudem Division in favour of Singareni Collieries Company Limited (SCCL) in the State of Telangana subject to following conditions:

- (i) Legal status of the diverted forest land shall remain unchanged;
- (ii) The State Government shall ensure that wherever possible and technically feasible, the User Agency shall implement by involving local community, the afforestation measures in the blanks within the lease area, as well as long the roads outside the lease area diverted under this approval, in consultation with the State Forest Department at the project cost;
- (iii) The period of diversion of the said forest land under this approval shall be for a period co-terminus with the period of the mining lease proposed to be granted under the Mines

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and Minerals (Development & Regulating) Act, 1957, as amended or Rules framed there under;

- (iv) The State Government shall ensure that the user agency either himself or through the State Forest Department shall undertake gap planting and soil & moisture conservation activities to restock and rejuvenate the degraded open forests (having crown density less than 0.40), if any, located in the area within 100 m. from outer perimeter of the mining lease;
- (v) The State Government shall ensure that the User Agency shall undertake mining in a phased manner after taking due care for reclamation of the mined over area. The concurrent reclamation plan as per the approved mining plan shall be executed by the User Agency from the very first year, and an annual report on implementation thereof shall be submitted to the Nodal Officer, Forest (Conservation) Act, 1980, in the concerned State Government and the concerned Regional Office of the Ministry. If it is found from the annual report that the activities indicated in the concurrent reclamation plan are not being executed by the User Agency, the Nodal Officer or the Chief Conservator of Forests (Central) may direct that the mining activities shall remain suspended till such time, such reclamation activities are satisfactorily executed.
- (vi) The State Government shall ensure that in case of under-ground mines, area on surface shall be fenced and afforested from the funds to be provided by the user agency.
- (vii) The State Government shall ensure that the user agency shall implement de-silting of the village tanks and other water bodies located within five km from the mine lease boundary so as to mitigate the impact of siltation of such tanks/water bodies, whenever required;
- (viii) The user agency shall obtain the Environment Clearance as per the provisions of the Environmental (Protection) Act, 1986, if required;
- (ix) No labour camp shall be established on the forest land;
- (x) The user agency shall provide fuels preferably alternate fuels to the labourers and the staff working at the site so as to avoid any damage and pressure on the nearby forest areas;
- (xi) The boundary of the diverted forest land, mining lease shall be demarcated on ground at the project cost, by erecting four feet high reinforced cement concrete pillars, each inscribed with its serial number, forward and back bearing and distance from pillar to pillar;
- (xii) The layout plan of the proposal shall not be change without the prior approval of the Central Government;
- (xiii) The forest land shall not be used for any purpose other than that specified in the proposal;
- (xiv) The forest land proposed to be diverted shall under no circumstances be transferred to any other agency, department or person without prior approval of the Central Government;
- (xv) No damage to the flora and fauna of the adjoining area shall be caused;
- (xvi) Any tree felling shall be done only when it is unavoidable and that too under strict supervision of the State Forest Department;
- (xvii) The user agency in consultation with the State Government shall create and maintain alternate habitat/home for the avifauna, whose nesting trees are to be cleared in this

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project. Bird's nests artificially made out of eco-friendly material shall be used in the area, including forest area and human settlements, adjoining the forest area being diverted for the project;

(xviii) The user agency shall submit the annual self-compliance report in respect of the above conditions to the State Government and to the concerned Regional Office to the Ministry regularly;

(xix) Any other condition that the Regional Office (South Eastern Zone), Chennai of this Ministry, Chennai may stipulate, from time to time, in the interest of conservation, protection and development of forests & wildlife; and

(xx) The State Government and user agency shall ensure compliance to all conditions stipulated in the Stage-I approval for which undertakings have been obtained from the user agency and also the provisions of the all Acts, Rules, Regulations and Guidelines, for the time being in force, as applicable to the project.

(xxi) State Government shall ensure that forest land above underground mine shall be free from encroachment before any order of diversion is issued.

Yours faithfully,


(Sandeep Sharma) 20.7.15

Assistant Inspector General of Forests (FC)

Copy to:-

1. The Principal Chief Conservator of Forests, Government of Telangana.
2. The Addl. PCCF (Central), Regional Office (SEZ), Telangana.
3. The Nodal Officer, the Forest (Conservation) Act, 1980, Government of Telangana, Hyderabad.
4. User Agency.
5. Forest Conservation Monitoring Cell, FC Division, MoEF, New Delhi.
6. Guard File.


(Sandeep Sharma) 20.7.15

Assistant Inspector General of Forests (FC)

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GOVERNMENT OF ANDHRA PRADESH
A S T R A C T.

File No

MC/andhrapr/1

Mines - Mining lease for Coal for 30 years over an extent of 14 Sq. Miles in Yellandupadu, Uragutta in Shopariguda R.F. Benara Luts, ~~Osakipalli~~ Polampalli and Kompa village, Yellandu taluk, Khammam District - Application of M.S. Singareni Collieries Company Limited, Kothagudem - Sanctioned.

INDUST. M.S. & COMMER. (MINES. III) DEPARTMENT
G.O.Ms. No.1175.

Dated 7-11-1972.

Read the following:-

- 1) From the Collector, Khammam Jr. No. D.Vis. 18/63(A7), dt. 7-5-1964.
- 2) From the Director of Mines & Geology Jr. No. R.Vis. 6103/M2/64, dated 15-6-1964.
- 3) Govt. of India Ministry of Steel and Mines Jr. No. C4/9(23)/64, dated 6-8-1964.
- 4) From the Singareni Collieries Company Jr. No. 29/8/10142, dated 26-5-1965.
- 5) From the Chief Conservator of Forests Jr. No. 20267/66-G2, dated 12-1-1970.
- 6) From Food & Agriculture Department U.O. Note No. 171/For.I/72, dated July, 1972.

ORDER:

...

With the prior concurrence of Central Government, the Government sanction to M/s. Singareni Collieries Company Limited grant of a Mining lease for Coal for a period of 30 years over an extent of 14 Sq. Miles in Survey nos. as in annexure in Khammam District, subject to the provisions of Mines and Minerals (Regulation and Development) Act 67/1957 and the rules made thereunder in general, subject also to the conditions in Form II prescribed under the Mineral Concession Rules, 1960, and to the additional conditions specified in the Appendix to this order.

2. The rates of royalty, dead rent and surface rent shall be collectable as follows:

Royalty:- Five percent of F.O.R. price subject to a minimum of fifty Naya paise per tonne.

Dead rent:- 1st year.

Nil.

2nd to 5th year.

Rs.12.50 per hectare P.A.

6th to 10th year.

Rs.25/- per hectare P.A.

11th year onwards.

Rs.37.50 per hectare P.A.

Surface rent and cess:- At such rate as the land revenue ~~xxx~~ and

Other charges:- cess as assessable on the land are paid.

3. The grantee should pay a deposit of Rs.1,000/- prescribed in Rule 32 of the Mineral Concession Rules, 1960 before the lease is actually executed.

4. The grantee should execute the lease deed within the time limit specified in Rule 31 of Mineral Concession Rules, 1960.

5. The terms and conditions referred to in para 1 of this order ~~xxx~~ are subject to such further modifications, additions and alterations as may be ordered before the lease deed is executed.

6. The Collector of Khammam is requested to take necessary further action for the execution of the lease deed. As soon as the deed is executed the date of such execution should be reported to the Government and the Director of Mines & Geology, Hyderabad.

contd..2.

Note.- The grant is liable to cancellation, should it be found it was grossly inequitable or was made under a mistake of fact or owing to misrepresentation or fraud, or excess of authority.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

T.B.L.KRISHNAN,

Deputy Secretary to Government.

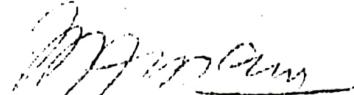
To

The Collector of Khammam. (w.e. in original by R.P.).

Copy to:-

- 1) The Director of Mines & Geology, Hyderabad.
- 2) M/s. Singareni Collieries Company Limited, Mohor Manzil, Red Hills, Hyderabad.
- 3) The Chief Conservator of Forests, Hyderabad.
- 4) The Assistant Director of Mines & Geology, xx W.M.R.N.L.
- 5) The Controller, Indian Bureau of Mines, New Secretariat Buildings, N.B.M.
- 6) The Director General of Mines safety, Dhanbad.
- 7) The Secretary to the Government of India, Ministry of Steel, and Mines (Department of Mines), New Delhi.
- 8) The Food & Agriculture, Forest, I.D. Department.
- 9) SF/SCs.

✓ forwarded by order /



SECTION OFFICER.

(15.11.

4.26.

Survey No.	Dist.	Survey No.	Dist.
3	5.06	242	6.30
4	3.36	243	4.17
5	5.12	244	151.35
6	2.23	245	42.22
7	4.13	246	
8	3.35	247	122.23
9	6.24	248	3.15
10	6.24	249	0.30
11	6.06	250	1.20
12	5.12	251	1.06
13	5.12	252	7.24
14	5.08	253	1.24
15	9.21	254	2.15
16	3.27	255	3.37
19	4.25	256	3.32
20	2.23	257	6.23
21	2.21	258	6.20
22	1.31	259	2.31
23	10.32	260	3.25
24	3.00	261	1.04
25	8.06	262	1.13
26	2.18	263	3.23
31	7.14	264	0.19
32	6.15	265	3.18
33	4.11	266	1.15
34	1.30	267	1.15
35	16.20	268	1.08
47	3.33	269	3.15
48	1.13	270	2.09
49	4.13	271	6.15
50	3.18	272	4.18
51	7.04	273	1.37
52	4.39	274	4.08
53	10.36	275	0.39
54	4.14	276	3.37
55	6.17	277	2.05
60	3.00	278	8.23
63	2.11	279	4.00
64	3.35	280	3.18
80	9.28	281	4.18
81	8.20	282	4.07
92	6.12	283	1.23
93	5.35	284	1.36
94	3.19	285	1.04
95	1.37	286	1.10
96	2.19	287	1.28
97	1.08	288	2.10
98	2.19	289	2.22
99	1.13	290	3.01
100	1.34	291	0.31
101	1.19	292	3.29
102	1.38	293	2.15
103	3.22	294	1.18
104	5.31	295	2.28
105	2.22	296	6.10
106	3.02	302	5.17
107	4.07	305	6.04
113	3.06	306	1.34
114	1.29	307	6.28
115	5.11	308	3.14
116	1.36	309	4.05
117	2.20	310	4.06
118	2.37	312	7.16
119	2.16	313	5.02
120	1.32	314	3.23
121	9.01		
241	1.34		

<u>Survey No.</u>	<u>Area.</u>	<u>Survey No.</u>	<u>Area.</u>
315	3.03	561	1.15
316	12.19	562	4.14
325	3.13	563	2.16
338	3.15	564	1.32
339	6.16	565	10.16
496	9.05	566	9.22
497	153.06	567	3.23
498	2.23	568	0.39
499	2.21	569	3.08
500	2.23	570	9.20
501	0.36	571	7.20
502	1.11	572	0.33
503	0.22	573	1.00
504	1.36	574	1.100
505	2.34	575	1.24
506	1.25	576	1.02
507	1.36	577	7.20
508	1.28	578	4.20
509	2.16	579	1.32
510	1.10	580	7.33
511	2.26	581	1.2
512	2.00	582	3.34
513	1.18	583	2.30
514	2.13	584	1.33
515	2.03	585	3.01
516	1.32	586	12.17
517	1.26	587	96.04
518	0.17	593	9.25
519	2.03	594	0.24
520	2.16	595	1.34
521	1.20	596	1.35
522	2.01	597	2.15
523	2.00	598	1.35
524	1.31	599	1.03
525	0.11	600	2.07
526	1.21	601	1.32
527	2.03	602	2.13
528	2.10	603	1.18
529	1.18	604	1.25
530	1.37	605	15.01
531	1.17	606	2.34
532	2.19	607	1.33
533	1.28	608	2.03
534	2.33	609	1.29
535	2.00	610	2.19
536	2.31	611	2.05
537	1.37	612	14.28
538	3.10	613	12.28
539	2.20	614	12.03
540	1.36	617	10.18
541	2.29	618	2.23
542	3.03	619	2.17
543	2.37	620	14.16
544	1.30	621	2.34
545	3.10	622	2.17
546	2.28	623	21.00
547	4.00	624	2.33
548	3196.30	635	2.03
549	11.05	636	1.32
550	12.28	637	2.28
551	1.15	638	2.02
552	7.10	639	1.22
553	2.01	640	2.28
554	4.34	641	1.30
555	8.17	642	1.09
556	8.30	643	2.17
557	14.26	644	2.25
558	4.38	645	1.37
559	4.38	646	2.00
560	2.23	647	2.08

<u>SUDIMALLA</u>		<u>Survey No.</u>	<u>Area</u>
<u>No.</u>	<u>Patta.</u>		
447	12.21	688	13.05
489	7.36	836	25.35
490	6.33	837	19.11
491	9.03	839	3.37
492	9.04	909	1.36
496	0.39		
500	9.12		
501	7.16		
503	6.10		
507	2.22		
508	10.11		
509	10.33		
510	15.35		
511	3.23		
512	4.15		
513	0.26		
514	6.21		
515	1.05		
516	0.05		
517		72.01	
518	1.37		
544	22.12		
	7.02	72.17	
	2.00		
	6.13		
	4.00		
	11.19		
555	6.07		
559	9.16		
578	22.28	230.18	
	15.00		
	15.00		
	15.00		
	15.00		
578	15.00		
	15.00		
	10.00		
	10.00		
677	14.23		
678	9.01		
679	11.14		
680	11.16		
682	9.38		
627	12.27		
531	8.23		
540	6.26		
541	11.09		
542	11.30		
543	7.28	650.00	
603	12.00	953.16	
609		105.25	
		16.05	
610		7.00	
611		3.01	
612			
613	7.21		
614	1.38		
615	1.32		
616	2.25		
617		77.03	
619	16.26		

4-29

M. M. M.

APPENDIX.

MINING LEASE

1. The lessee shall pay rents and royalties in any Government Treasury before the 10th January of every year.

2. The lessee shall pay before the expiry of the lease, or its sooner determination by either party, an amount equal to the annual dead rent or such higher amount as may be fixed by the Collector of the district in his discretion, as compensation for damage to the land covered by the lease.

3. The lessee shall not fell trees if any in the unreserves covered by the lease without the previous permission of the Collector and if it is found that he has felled any trees without such permission he shall pay the value of the trees together with a compounding fee subject to a maximum of ten times the value of the said trees.

4. The lessee shall not enter upon or commence mining operations in any reserve forest situate upon the said lands without thirty days previous notice in writing to the District Forest Officer, and without obtaining the written sanction of that officer which may be with such conditions as that officer may in his reasonable discretion prescribe:—

(i) The lessee must bear the cost of demarcation of the area within the reserved forest limits by a declared fire line of 40 feet wide which will be cut and kept cleared by the Forest Department.

(ii) The lessee must at all times permit Officers of the Forest Department to enter upon the land for the purpose of maintaining or repairing existing boundary lines within the area and must pay the cost of such maintenance or repair as determined by the District Forest Officer.

(iii) The lessee must take suitable precautions to prevent fires from spreading into the adjoining reserve forest from the land and if such fires accidentally occur he must render all possible assistance in putting them out.

(iv) The lessee shall not cut any trees or growth on the area granted in excess of 20 per cent of the number of trees on the whole area under lease without the previous permission of the District Forest Officer and the value of such trees, etc., shall be paid for by the lessee at rates to be fixed by the District Forest Officer; he must not deface or interfere with any boundary stone or marks; if any boundary mark is accidentally damaged, he must bring the matter immediately to the notice of the Range Officer.

(v) The lessee shall not construct any new road in Government Forest without the previous sanction of the Divisional Forest Officer.

(vi) The lessee using any existing forest road or cart tract for the transport of his plan or produce shall, if required to do so by the Divisional Forest Officer, carry out such maintenance of the road or cart tract as the latter may direct. In case of failure to comply with the orders of the Divisional Forest Officer the work will be carried out by the Forest Department and the cost thereof recovered from the lessee under the provisions of the Land Revenue Recovery Act or any other law for the time being in force.

(vii) The lessee shall, before commencing mining operations, point out to the Divisional Forest Officer or the local Ranger the precise areas wherein he proposes to conduct such operations as determined by the District Forest Officer if collection thereof is decided upon during the lease. (Latter portion to be struck off if collection is ordered during grant).

5. The lessee shall be free to undertake mining operations also in respect of the atomic minerals, in the area held by him on the conditions that:—

(i) if in the course of mining operations he discovers any atomic mineral/minerals, he shall report the fact to the Director, Atomic Minerals Division, New Delhi within 60 days from the date of discovery of such mines;

(ii) that the quantities of atomic minerals recovered incidental to such mining operations shall be collected and stocked separately and a report to that effect sent to the Director, Atomic Minerals Division, New Delhi every three months, who will have samples thereof taken and analysed to determine whether they are of acceptable grade for purchase by the Department of Atomic Energy.

6. The lessee shall also be free to remove any quantity of atomic minerals as are required by the Department of Atomic Energy, on payment of royalty by the lessee to the State Government.

7. Unless the quantity of atomic minerals found incidental to mining operations is insignificant, the lessee shall induce course apply to the State Government for inclusion of the Atomic mineral/minerals in the indenture of lease.

Provided that the State Government may, in consultation with the Department of Atomic Energy, exempt the lessee from obtaining a separate lease for/or inclusion of atomic minerals in the lease deed.

8. For the purpose of clauses 4, 6 and 7 of this appendix 'atomic minerals' means the minerals from which prescribed substances as defined in clause (d) of section 8 of the Atomic Energy Act, 1948 (29 of 1948) can be obtained.

9. The owner, agent or Manager of a Mine shall at least one month before the commencement of any mining operations give to the Chief Inspector of Mines, the Director, Indian Bureau of Mines and the District Magistrate of the District in which the mine is situated, notices in writing in such form and containing such particulars relating to the Mine as may be prescribed so as to reach them at least one month before the commencement of any mining operations.

10. The lessee shall without delay report to the State Government the discovery in the area comprised in his lease, of any object of historical or archaeological interest.

4.31

GOVERNMENT OF ANDHRA PRADESH
ABSTRACT

Mines and Minerals - 1st Renewal of Mining Lease for Coal over an extent of 1741.00 Hectares (involving an extent of 71.50 Hectares of Forest Land) in Yellandu & Cheemalapadu of Kothagudem Mandal, Khammam District, for a further period of 20 years with effect from 15.04.2004, in favour of M/s Singareni Collieries Company Limited - Sanction - Orders - Issued.

INDUSTRIES AND COMMERCE (M-III) DEPARTMENT

G.O. Ms. No. 278

Dated the 23rd October, 2007.

Read the following:-

- 1) G.O. Ms. No. 1175, Ind & Com (M.III) Dept. Dt: 07.11.1972.
- 2) Govt., Memo. No. 3991/M-III(2)/2004-1, Dated 29.06.2004.
- 3) From DMG, F.No. 11683/R6-2/2003, dated 19.08.2006.
- 4) From the GOI, Ministry of Coal, New Delhi,
Lr.No.13016/20/2005-CA-11, dated 10/27.04.2006.

ORDER:

In the G.O. 1st read above, the Government have sanctioned Mining Lease for Coal over an extent of 14 Sq. Miles in various S.Nos. in Yellandu Taluk of Khammam District for a period of 30 years in favour of M/s. Singareni Collieries Company Ltd.,

2. In the reference 2nd read above, Government have proposed to grant of 1st Renewal of Mining Lease for Coal over an extent of 1741.00 Hectares in Yellandu and Cheemapadu Mandal, Khammam District, for a further period of 20 years w.e.f. 15.04.2004, in favour of M/s Singareni Collieries Company Limited, subject to obtaining approval of Government of India and also subject to containing Forest Clearance and submission of Approved Mining Plan within 6 months from the date of receipt of the said memo. from the applicant company, under Rule 22 (4) of Mineral Concession Rules, 1960.

3. In the reference 3rd read above, the Director of Mines and Geology has sent proposals along with the Approved Mining Plan duly approved by the Ministry of Coal, Government of India, for grant of 1st Renewal of Mining Lease for Coal over an extent of 1741.00 Hectares (involving an extent of 71.50 Hectares of Forest Land) in Yellandu & Cheemalapadu of Kothagudem Mandal, Khammam District, for a further period of 20 years with effect from 15.04.2004, in favour of M/s Singareni Collieries Company Limited, while condoning the delay for submission of approved Mining Plan and duly obtaining the clearance from the Forest Department and prior permission of Government of India and also clearance from CFE of APPCB in accordance with the S.O. No. 60(E), dated 27.01.1994 and subject to satisfaction of M.C.Rules, 1960 and MM(D&R) Act, 1957, subject to the provisions of Mines and Minerals (D&R) Act, 1957.

4. Government, after careful examination of the matter, hereby grant a 1st Renewal of Mining Lease for Coal over an extent of 1741.00 Hectares (involving an extent of 71.50 Hectares of Forest Land) in Yellandu & Cheemalapadu of Kothagudem Mandal, Khammam District, for a further period of 20 years with effect from 15.04.2004, in favour of M/s Singareni Collieries Company Limited, while condoning the delay in submission of approved Mining Plan, subject to obtaining the clearance from the Forest Department and prior Environmental Clearance from Government of India and also clearance of CFE from APPCB in accordance with S.O.No. 1533, dated 14.09.2006 and subject to satisfaction of M.C.Rules, 1960 and MM(D&R) Act, 1957, subject to the provisions of Mines and Minerals (D&R) Act, 1957, and rules made thereunder in general, also subject to the conditions in Form-K prescribed under the M.C. Rules, 1960 and to the additional conditions specified in the Appendix to this order.

5. The rates of royalty, dead rent, cess and surface rent and water charges shall

3908

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KOTHAGUDEM
26.10.2007

ESTATE DEBT

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be collectable as follows:

I. Rates of Royalty:

COAL ::

A. Coal produced in all States and Union Territories except the State of West Bengal.

(i) Group I Coals :

- (a) Coking coal
Steel Grade I,
Steel Grade II,
Washery Grade-II
- (b) Hand Picked coal produced in the States of Arunachal Pradesh, Assam, Meghalaya and Nagaland.

Two Hundred and fifty rupees only per tonne.

(ii) Group II Coals:

- (a) Coking coal Washery Grade -II
Coking Coal Washery Grade-III
- (b) Semi - Coking Coal Grade I
Semi - Coking Coal Grade II
- (c) Non-coking Coal Grade – A
Non-coking Coal Grade – B
- (d) Ungraded Run of Mine Coal produced in the State of Arunachal Pradesh, Assam, Meghalaya and Nagaland

One hundred and sixty five rupees only per tonne.

(iii) Group III Coals:

- (a) Coking coal Washery Grade-IV
- (b) Non-coking Coal Grade - C

One hundred and fifteen rupees only per tonne

(iv) Group IV Coals:

- (a) Non-Coking Coal Grade - D
- (b) Non-Coking Coal Grade – E

Eighty five rupees only per tonne.

(v) Group V Coals:-

- (a) Non-Coking Coal Grade - F
- (b) Non-Coking Coal Grade – G

Sixty five rupees only per tonne

Lignite :

Fifty rupees only per tonne.

(vi) Group-VI coals:

Coal produced in the State of Andhra Pradesh

Ninety rupees per tonne

Rates of dead rent in rupees per hectare per annum or as revised by Government from time to time.

First Two years of lease	3 rd year onwards
100/-	400/-

III Surface rent & water charges : As fixed by the Government from time and also Cess.

6. The grantee should pay a deposit of Rs 10,000/- as prescribed under rule 32 of the Mineral Concession Rules, 1960 before the lease is actually executed.

7. The grantee should execute the lease deed within the time limit specified in Rule 31 of Mineral Concession Rules, 1960.

8. The terms and conditions referred to in paras 4-5 of this order are subject to such further modifications, additions and alterations as may be ordered before the Renewal lease deed is executed.

9. The Director of Mines and Geology is requested to take necessary further action for the execution of the 1st Renewal lease deed after satisfying himself that the grantee fulfils all the required provisions of the amended Act and Rules. As soon as the deed is executed, the date of such execution should be reported to the Government.

NOTE: The grant is liable for cancellation should it be found that it was grossly inequitable or was made under a mistake of fact or owing to misrepresentation or fraud or in excess of authority.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

**Y. SRILAKSHMI
SECRETARY TO GOVERNMENT**

To

M/s Singareni Collieries Company Limited,
Kothagudem Collieries -507 101,
Khammam District (RPAD)

The Director of Mines and Geology, Hyderabad.[w.e. File & MP]

Copy to:

The Asst. Director of Mines and Geology, Kothagudem, Khammam District

The District Collector, Khammam.

The Secretary to Govt. of India, Ministry of Coal,
Government of India, New Delhi.

The Controller General, Indian Bureau of Mines, Nagpur.

The Director General of Mines Safety, Dhanbad, Bihar.

The Regional Controller of Mines, Koti, Hyderabad.

SF/SC

// FORWARDED :: BY ORDER //

SECTION OFFICER

No. 8-54/91-FC
Government of India
Ministry of Environment and Forests
(FC Division)

ESTATES DEPT.
NO. 792
DATE. 4/4/95

Paryavaran Bhawan,
CGO Complex, Lodhi Road,
New Delhi - 110 003.

Dated : 15.2.1995.

To

The Secretary (Forests)
Govt. of Madhya Pradesh
Bhopal.

Subject:- Diversion of 48 ha. of forest Land for Coal Mining of Yellandu OCP-II in Khammam district in favour of M/s SCC Ltd.

Sir,

I am directed to refer to your letter No. 3348/For. 1/91-1 dated 2.3.1991 on the above mentioned subject seeking prior approval of the Central Government in accordance with Section-2 of the Forest (Conservation) Act, 1980 and to say that the proposal has been examined by Advisory Committee constituted by Central Government under Section 3 of the Act.

After careful consideration of the proposal of the State Government and on the basis of the recommendations of above mentioned Advisory Committee, the Central Government hereby conveys its approval under Section-2 of the Forest (Conservation) Act, 1980 for diversion of 48 ha. of forest land for Coal Mining of Yellandu OCP-II in Khammam district on 30 year lease in favour of M/s SCC Ltd. subject to the following conditions:-

- i) Legal status of forest land will remain unchanged.
- ii) The compensatory afforestation shall be raised over equivalent non-forest land at the project cost. The non-forest land identified for compensatory afforestation will be notified as protected forest under the Indian Forest Act, 1927.
- iii) Reclamation of the mined area will be done at the project cost as per the reclamation scheme furnished.
- iv) Labourers working at the project site shall be supplied with free fuel wood/other energy sources.

- v) Following environmental safeguards stipulated by Environment Wing of the Ministry shall be strictly followed.
 - i) The level of SPM concentration should not exceed 500 ug/m³ at any observation point within the mine leasehold. The emission of SO₂, NO_x and CO should be maintained below the level prescribed by the competent authority.
 - ii) No burning of coal at the project site as well as near the project should be allowed for manufacturing soft coke for household purpose.
 - iii) The quality of effluent finally discharged into the main water-course should conform to the standard prescribed under GSR 919 (E) dated 12.9.1988.
 - iv) All slopes of external dump should be maintained at a maximum angle of 28 degree.
 - v) The external and internal dump area should be biologically reclaimed.
 - vi) The post mining land use should be made compatible to the pre-mining land use plan to the extent possible. A detailed report or plan prepared indicating the financial outlay provided should be submitted to Environmental Wing of this Ministry within six months.
 - vii) Regular monitoring of air and water quality should be made in and around the core zone and the report be submitted to this Ministry every three months.
 - viii) Rehabilitation of the project affected people due to the proposed mining operation should be done as per Govt. of India stipulations.
 - ix) Proper drainage pattern should be provided and maintained in the project area.
 - x) The Coal Handling Plant, fan house etc. should be designed to minimise noise level and polymers including rubber and polyurethane must be used to reduce noise level.
 - xii) A separate environmental management cell with suitably qualified persons should be set up under the control of senior technical person who will directly report to the chief executive of the area.

- xiii) The funds (both capital and recurring) earmarked for environmental control measures should not be diverted for any other purpose
- xiii) Air and water quality in the core and buffer zones of the project should be regularly monitored and results of such monitoring be communicated to the Environment Wing of the Ministry.
- xiv) The results of such monitoring be validated through an independent agency such as CMPDI or SPCB.

Yours faithfully,

(MUNINDRA)

Under Secretary to the Government of India

Copy to:-

1. Principal Chief Conservator of Forests, Govt. of Andhra Pradesh, Hyderabad.
2. Nodal Officer, Office of PCCF, Govt. of Andhra Pradesh, Hyderabad.
3. The CCF (Central), Regional Office, Bangalore.
4. RO (HQ), New Delhi.
5. Guard File.

Wd/a 1612
(MUNINDRA)

Under Secretary to the Government of India

To
The Spl. Chief Secretary to Government,
Environment, Forests, Science & Technology Department,
Government of Andhra Pradesh,
A.P Secretariat,
HYDERABAD.

Sub: Diversion of 42.5 Ha. of forest land in respect of renewal of Yellandu Mining Lease for underground mining in Khammam District of Andhra Pradesh in favour of M/s Singareni Collieries Company Limited (SCCL), communication of approval - Reg.

Ref: GOAP Ref.No-3604/FOR.I(1)/2004-1 dated 27.03.2008

Sir,
I am directed to refer to State Government's letter No. 3604/FOR.I(1)/2004-1 dated 03.07.2004 on the subject cited above seeking prior approval of the Central Government under the Forest (Conservation) Act, 1980. After careful consideration of the proposal by the Forest Advisory Committee constituted by the Central Government under Section-3 of the said Act, in-principle approval for the said Mining Lease was granted vide this Ministry's letter of even number dated 23.08.2006 subject to fulfillment of certain conditions. The State Government has furnished compliance report in respect of the conditions stipulated in the in-principle approval and has requested the Central Government to grant final approval.

II. In this connection, I am directed to say that on the basis of the compliance report furnished by the State Government vide letter No. 3604/FOR.I(1)/2004-1 dated 27.03.2008, approval of the Central Government is hereby granted under Section-2 of the Forest (Conservation) Act, 1980 for diversion of 42.5 Ha. of forest land in respect of renewal of Yellandu Mining Lease for underground mining in Khammam District, in favour of M/s Singareni Collieries Company Ltd., in Andhra Pradesh, subject to fulfillment of the following conditions:-

1. Legal status of forest land shall remain unchanged.
2. a. Wherever possible and technically feasible, the User Agency shall undertake afforestation measures in the blanks within the lease area as well as within 100 Meter radius from the lease area inside RF if density is lesser than 0.4 and maintain it till the life of the project, in consultation with the State Forest Department.
b. The User Agency shall raise and maintain the Afforestation including enrichment plantation over ~~survive~~ area diverted as in in-principle

approval.

- c. Fencing, protection and regeneration of the safety zone area (15 meters strip all along the outer boundary of the mining lease area) shall be done at the project cost and a half times the area under safety zone, shall also be done at the project cost. Besides this, afforestation on 100 meter radius of mining lease granted in degraded forest land if density is less then 0.4/enrichment plantation shall be taken up by the user agency in consultation with the Forest department.
- d. Additional amount of the NPV of the diverted forest land, if any, becoming due after finalization of the same by the Hon'ble Supreme Court of India on receipt of the report from the Expert Committee, shall be charged by the State Government from the User Agency. The User Agency shall furnish an undertaking to this effect.

3. The period of diversion under this approval shall be twenty (20) years subject to possession of valid lease by the User Agency under the MMDR Act, 1957 so that it shall be co-terminus.
4. Any tree felling shall be done only when it is absolutely necessary and unavoidable.
5. No damage to the flora and fauna of the area shall be caused.
6. Reclamation Plan shall be strictly implemented which shall be monitored regularly by the State Forest Department/Regional Office, Bangalore.
7. It shall be ensured that no labour camps are set up inside the forest area.
8. The mining lease area shall be demarcated on ground at the project cost, using four feet high RCC pillars, with each pillar inscribed with the serial number, forward and backward bearings and distance between two adjacent pillars.
9. The forest land shall not be used for any purpose other than that specified in the proposal.
10. Any other condition that the CCF (Central), Regional Office, Bangalore/ State Government may impose from time to time for protection and improvement of flora and fauna in the forest area, shall also be applicable.

Yours faithfully,



(B.K. Singh)

Sr. Assistant Inspector General of Forests

Copy to:-

1. The Principal Chief Conservator of Forests, Government of Andhra Pradesh, Hyderabad.
2. The Nodal Officer, Office of the PCCF, Govt. of Andhra Pradesh, Hyderabad.
3. The Chief Conservator of Forests (Central), Bangalore.
4. The User Agency
5. RO (HQ), MoEF, New Delhi
6. Monitoring cell of the CFC Division, MoEF, New Delhi
7. Guard file.



Sr. Assistant Inspector General of Forests

