

DEED NO. :

ORIGINAL : _____

DUPLICATE : _____

**MINING LEASE DEED
OF
BALDA BLOCK IRON MINES**

*Over an Area of 829.27 Acres or 335.594 Hects.
in villages Balda, Bad-Kalimati and Nayagarh
under Champna Sub-division of
Keonjhar District*

of

M/s. SERAJUDDIN & Co.

GRANTED FOR A PERIOD OF 20 YEARS

FROM

SERAJUDDIN & CO., 03/12/1997 TO DT. 03/12/2017

21/6/99

1/15/99

Stamp

Sub. To...



2-20-1999 - 21-6-99
 Date 99
 Name Md. Khalid
 Address
 Power of Attorney
 Md. Saifuddin
 Md. Saifuddin
 Md. Saifuddin
 Md. Saifuddin

Rahim
 21/6/99
 Md. Khalid
 Md. Saifuddin

2363

Dehury
 Dehury
 Dehury



Md. Khalid Rahman

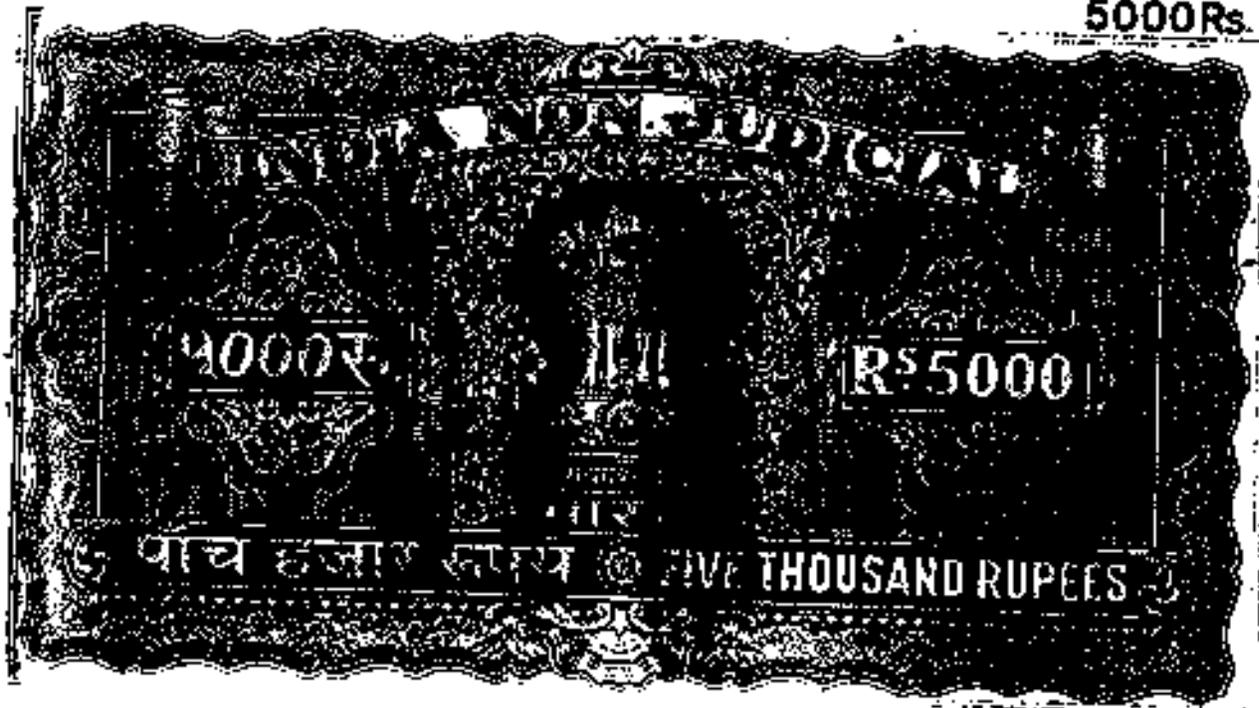
21/6/99

Md. Khalid Rahman

21/6/99 (P.T.O)

Samsab
 Collector
 Dehury

5000Rs.



[2]

	<u>Name & Designation</u>	<u>Address</u>
1.	Janab Md. Khalidur Rahman Managing Partner S/o. Late Md. Shamsuddin	34, Circus Avenue Calcutta - 700 017
2.	Janab Md. Mazharul Haque Partner S/o. Late Md. Serajuddin	At/Po. Jhumpura Dist. Keonjhar, Orissa
3.	Janab Md. Molazzalur Rahman Partner S/o. Late Md. Azlur Rahman	At/Po. Jhumpura Dist. Keonjhar, Orissa

When the lessee is a registered firm

All carrying on business in partnership under the firm name and style of SERAJUDDIN & Co. (name of the firm) registered under Indian Partnership Act, 1932 (9 of 1932) and having registered office at P-16, Beninck Street, Calcutta - 700 001 (hereinafter referred to as 'the Lessee' which expression shall where the context so admits be deemed to include all the said partners there respective

21/9/51

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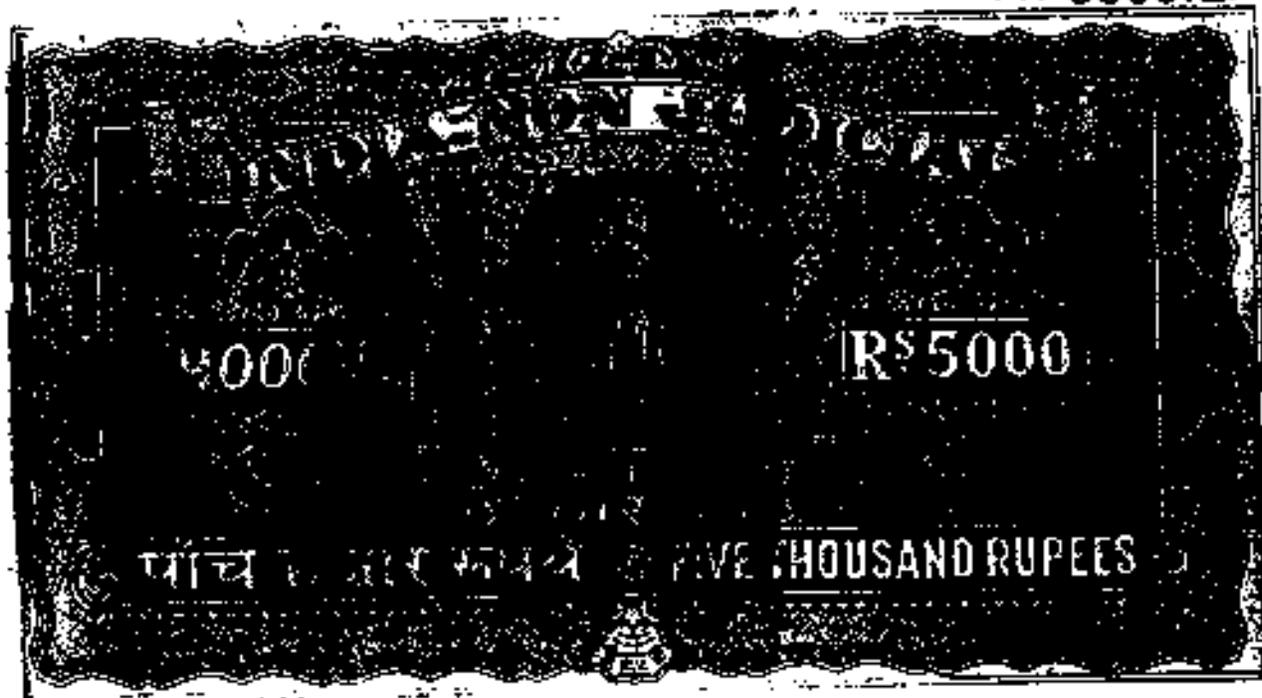


Pramod Kumar Debnath
24.6.51



21/9/51
MINISTERING OFFICE
KOLKATA

5000Rs.



[3]

heirs, executors, legal representatives and permitted assigns) of the other part represented by Janab Md. Khalloor Rahman, Managing Partner of M/s. Serajuddin & Co., S/o. Late Md. Samsuddin resident of 34, Circus Avenue, Calcutta - 700 001, aged about 71 years, in professional mining business and also the power of attorney holder to execute the deed on behalf of M/s. Serajuddin & Co.

WHEREAS the lessees have applied to the state Government in accordance with the Mineral concession Rules, 1960 (hereinafter referred to as the said Rules) for a mining lease for IRON ORE in respect of the lands described in Part - 1 of the Schedule hereunder written and have deposited with the State Government the sum of Rs. 2,000/- as security and the sum of Rs. Nil for meeting the preliminary expenses for a mining lease (and WHEREAS the Central Government has approved the grant of lease).

FOR SERAJUDDIN & CO.

M18. Sprague & Co. Inc.

Uthmaniyah
27/7/11

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Dist. P. ...
RICHMOND



Uthmaniyah

~~MAINTENANCE DEPARTMENT~~
RICHMOND

(14)
No
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[4]

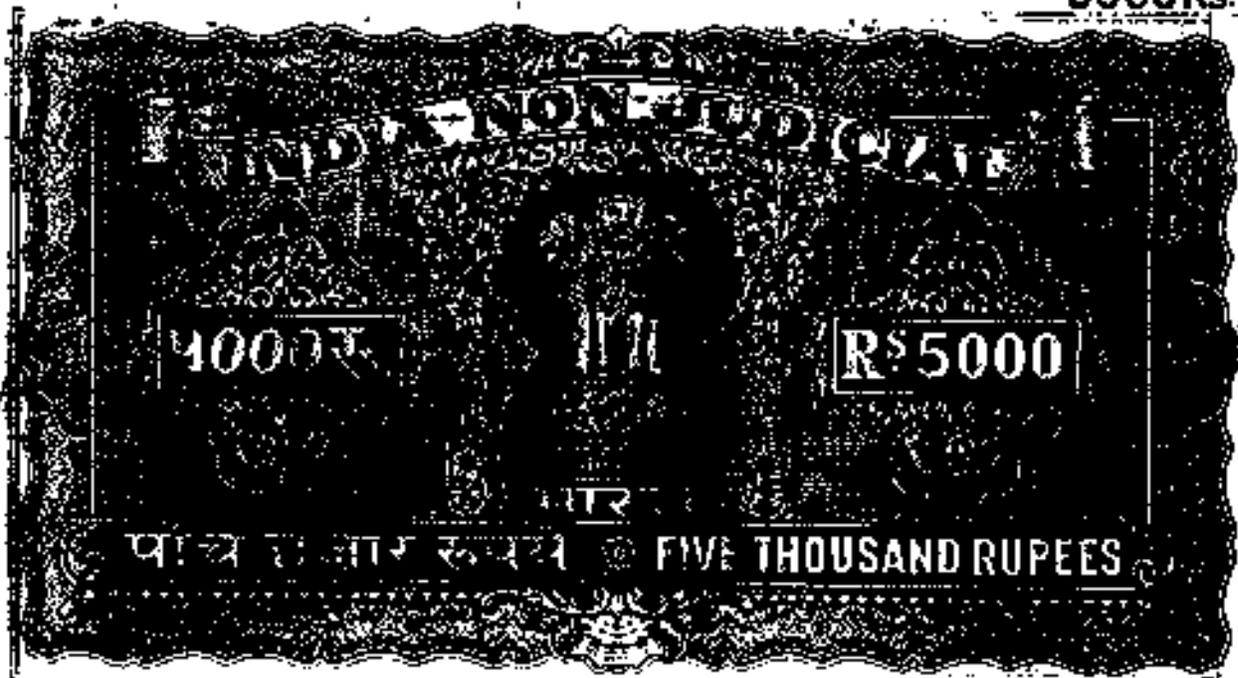
WITNESSETH that in consideration of the rents and royalties, covenants and agreements by and in these presents and the Schedule hereunder written reserved and contained and on the part of the lessees to be paid observed and performed, the State Government (with the approval of the Central Government)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

All those the mines beds/veins seams of IRON ORE (here state the mineral or minerals hereinafter and in the schedule referred to as the said minerals) situated lying and being in or under the lands which are referred to in Part I of the said schedule, together with the liberties, powers and privileges to be exercised or enjoyed in connection herewith which are mentioned in Part -II of the said schedule subject to the restrictions and conditions as to the exercise and enjoyment of such liberties, powers and privileges which are mentioned in Part-III of the said schedule EXCEPT and reserving out of this demise unto the State Government the liberties, powers and privileges mentioned in Part-IV of the said Schedule TO HOLD

FOR NARAYAN HADDIN & CO.

201

5000Rs.



[5]

the premises hereby granted and demised unto the lessees from the 3rd day of December, 1997 for the term of 20 years thence next ensuing YIELDING AND PAYING therefor unto the State Government the several rents and royalties mentioned in Part-V of the said Schedule at the respective times therein specified subject to the provisions contained in Part -VI of the said schedule and the lessees hereby covenants/covenant with the state Government as in Part-VIII of the said Schedule is expressed AND it is hereby mutually agreed between the parties hereto as in Part IX of the said Schedule is expressed.

AM
* and the State Government hereby covenants with the lessees as in part-VIII of the said schedule is expressed

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

The Schedule above referred to -

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W.D.
H.B.

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[6]

PART - I

THE AREA OF THIS LEASE

Location and
area of the lease.

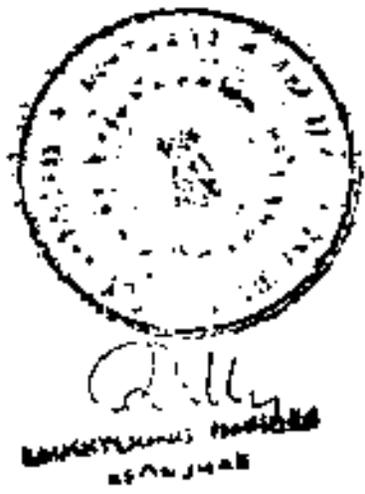
All that tract of lands situated at village - Balda, Bada-
Kaimali and Nayagarh (Description of area or areas) in the Registration
District of Keonjhar Sub-Division - Champua and Thana - Joda
bearing Cadastral survey Nos. 73G/5, containing an area of 829.27
Acres or 335.594 Hects. (Whereabouts delineated on the plan hereto
annexed and thereon colored blue lines and comprising one
block on (16" = 1 mile) survey map also annexed and bounded as
follows :-

FOR PRAJUDICIAL CO. M. K. Rahman I
Managing Partner &
Power of Attorney

Collector
Keonjhar

W.S.
27795
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Dept. of Justice
Washington

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5000Rs.



(7)

BOUNDARY DESCRIPTION

Boundary Description of the 2nd R.M.L. area of M/s. Serejuddin & Co. over 829.27 Acres or 335.594 Hecta. in village-Balda, Bada Kalimati & Nayagarh (known as Balda Block Iron Mines) under Champua Sub-division in Keonjhar District.

Ref. : Topo Sheet No. 73 G/5.

The starting point '1' is situated with a magnetic bearing of 69°-00' and at a distance of 103 feet or 31.394 metres from the trijunction stone of village - Nayagarh, Bada Kalimati & Dubuna.

From '1' the traverse runs as follows :-

For Serejuddin & Co. (M. K. Rahman)
Manager Partner &

Collector
KEONJHAR

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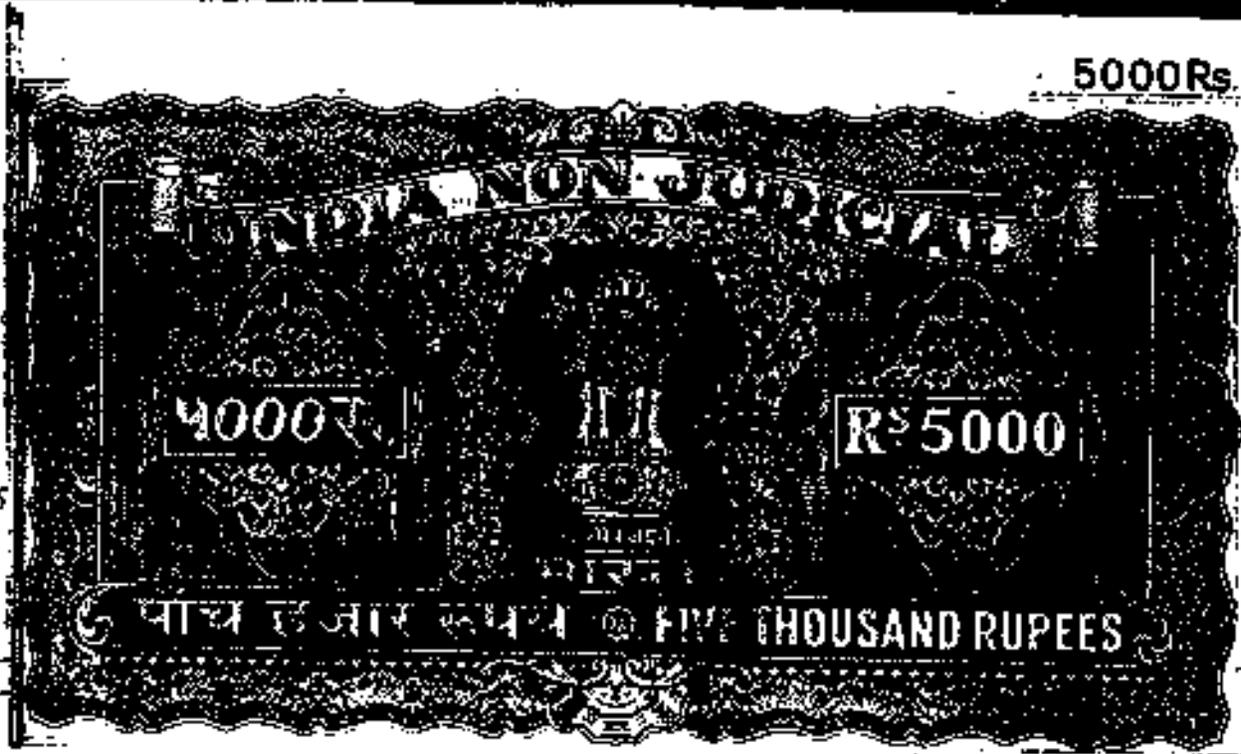


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[8]

SOUTHERN BOUNDARY :

Commence from 1 and goes upto '5' through the traverse station 2, 3 & 4 as follows -

Traverse Line	Bearing	Int. Angle	Distance		Remarks
			In Feet	In Meters	
1 - 2	81°-32'	107°-16'	109	33.223	
2 - 3		181°-53'	235	71.628	
3 - 4		182°-24'	436	132.892	
4 - 5		180°-59'	212	64.617	

For BERAJUDDIN & CO.

(Jasab M. K. Rehman)

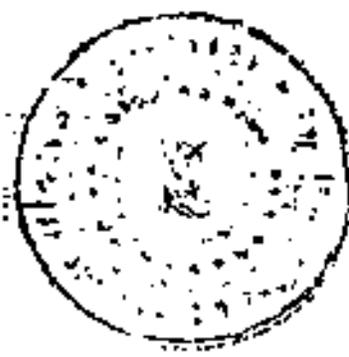
M. Manager, B. S. R. S.

Collector -
KONTAK

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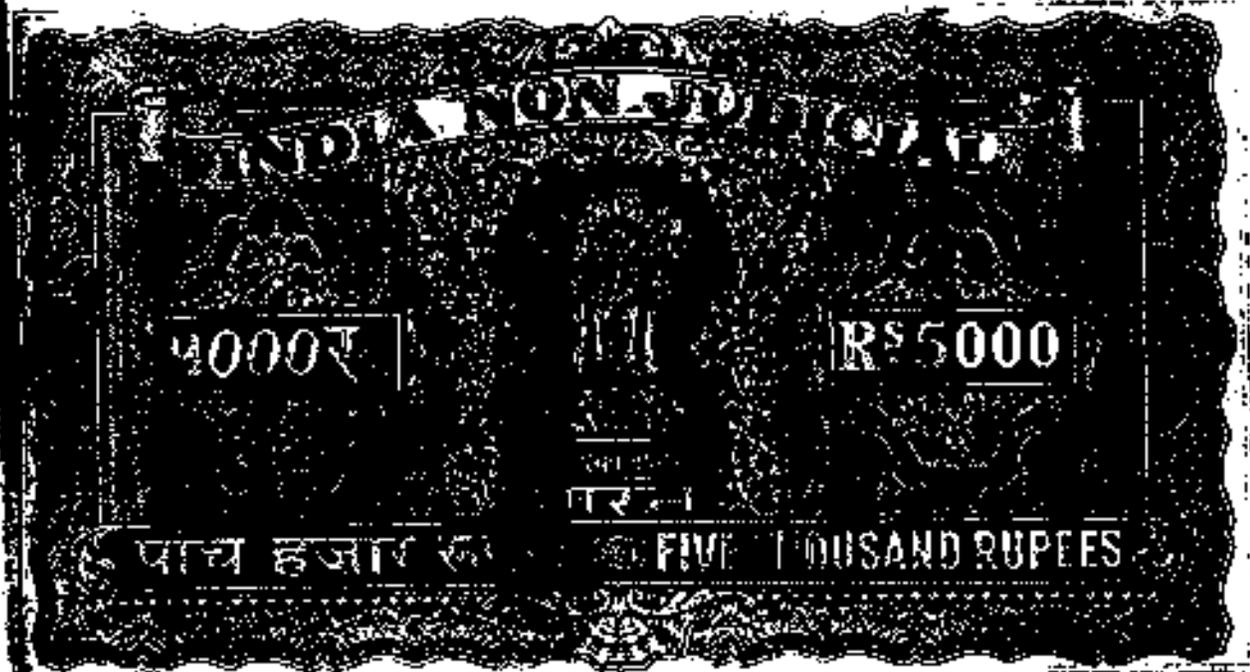
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115
MINISTERIO DE HACIENDA
VICERREY



5000Rs.



[9]

EASTERN BOUNDARY : (Southern Part)

Starts from '5' and runs upto 18 through the traverse station 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 & 17 as given below -

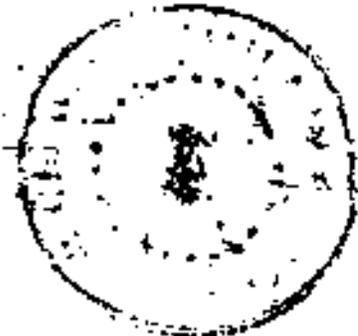
Traverse Line	Bearing	Int. Angle	Distance		Remarks
			In Feet	In Meters	
5-6		117°-35'	207	63.083	
6-7		174°-21'	160	48.768	
7-8		173°-10'	264	80.467	
8-9		183°-41'	260	79.248	
9-10		181°-17'	179	54.559	
10-11		180°-00'	1300	396.240	
11-12		180°-00'	346	105.460	
12-13		179°-26'	1161	353.872	
13-14		180°-00'	222	67.665	

For SHAJUDDIN & CO.
13-14

Copy : 18 Secy. to Govt., Calcutta

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G. K. Ghosh
SECRETARY
BONGALUR



5000Rs.



[10]

14-15	178°-48'	648	197.510
15-16	180°-00'	738	224.942
16-17	180°-24'	650	198.120
17-18	136°-01'	430	131.084

EASTERN BOUNDARY ; (Northern Part)

Commence from '18' and goes upto 36 through the traverse station 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 & 35 detail below-

Traverse Line	Bearing	Int. Angle	Distance		Remarks
			In Feet	In Meters	
18-19		65°-04'	599	182.575	
19-20		270°-22'	368	112.166	
20-21		180°-42'	462	140.817	
21-22		180°-29'	390	118.872	
		180°-59'	453	137.769	
23-24		179°-24'	307	93.573	

For RAJUDDIN & CO.
DIII

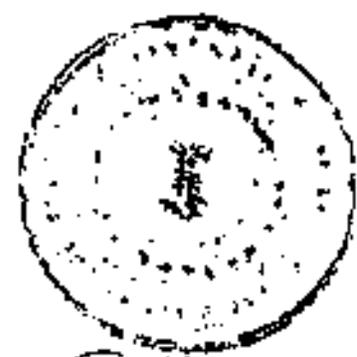
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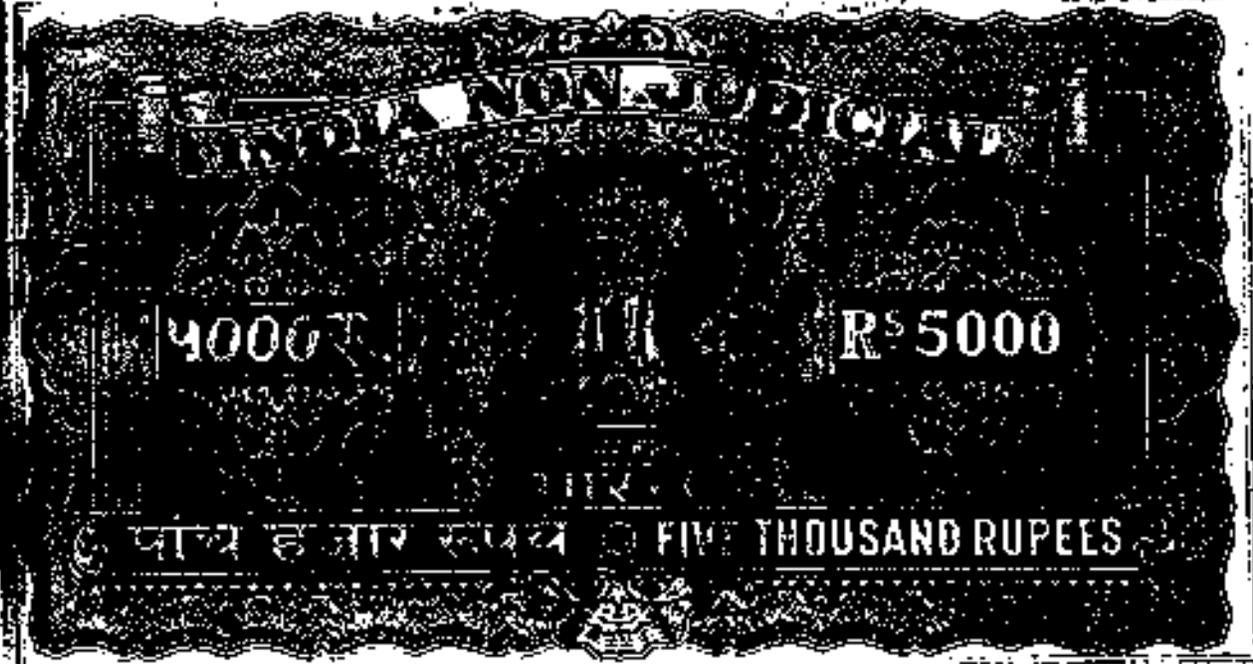


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5000Rs.



[11]

24-25	181°-04'	494	150.571
25-26	179°-44'	212	64.617
26-27	178°-14'	250	76.200
27-28	176°-50'	248	75.590
28-29	186°-27'	284	86.563
29-30	177°-24'	63	19.202
30-31	179°-16'	195	59.740
31-32	185°-01'	201	61.264
32-33	173°-31'	91	27.736
33-34	178°-15'	468	142.646
34-35	182°-42'	845	257.556
35-36	171°-38'	712	217.017

Sold to ... P. S. ... Co., Calcutta

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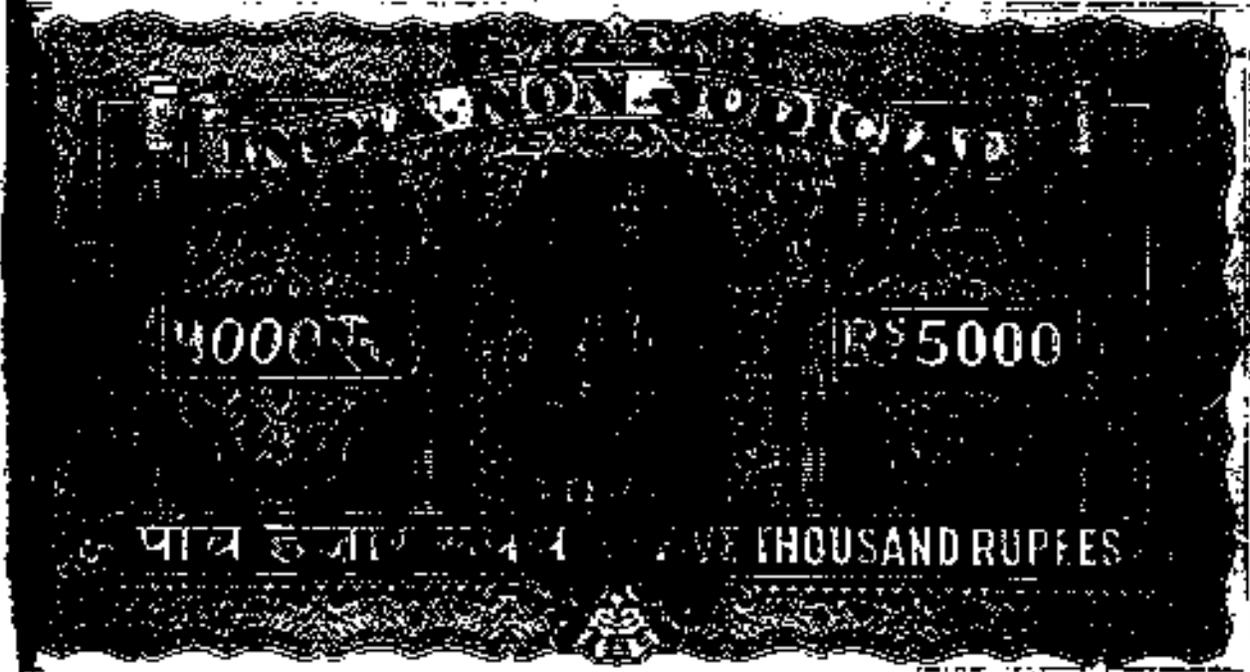
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Signature
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... 1923



5000Rs



{ 12 }

NOTHERN BOUNDARY :

Commence from '36' and runs upto 46 through the intermediate station 37, 38, 39, 40, 41, 42, 43, 44 & 45 as details below -

Traverse Line	Bearing	Int. Angle	Distance		Remarks
			In Feet	In Meters	
36-37		105°-45'	145	44.196	
37-38		180°-00'	500	152.400	Common
38-39		180°-00'	500	152.400	with the
39-40		180°-00'	200	60.960	boundary
40-41		180°-00'	400	121.920	of S.G.B.K.
41-42		180°-00'	200	60.960	Mn. Mines
42-43		180°-00'	400	121.920	of M/s.
43-44		180°-00'	500	152.400	OMC Ltd.
44-45		180°-00'	500	152.400	

For

M. A. UDDIN & CO.

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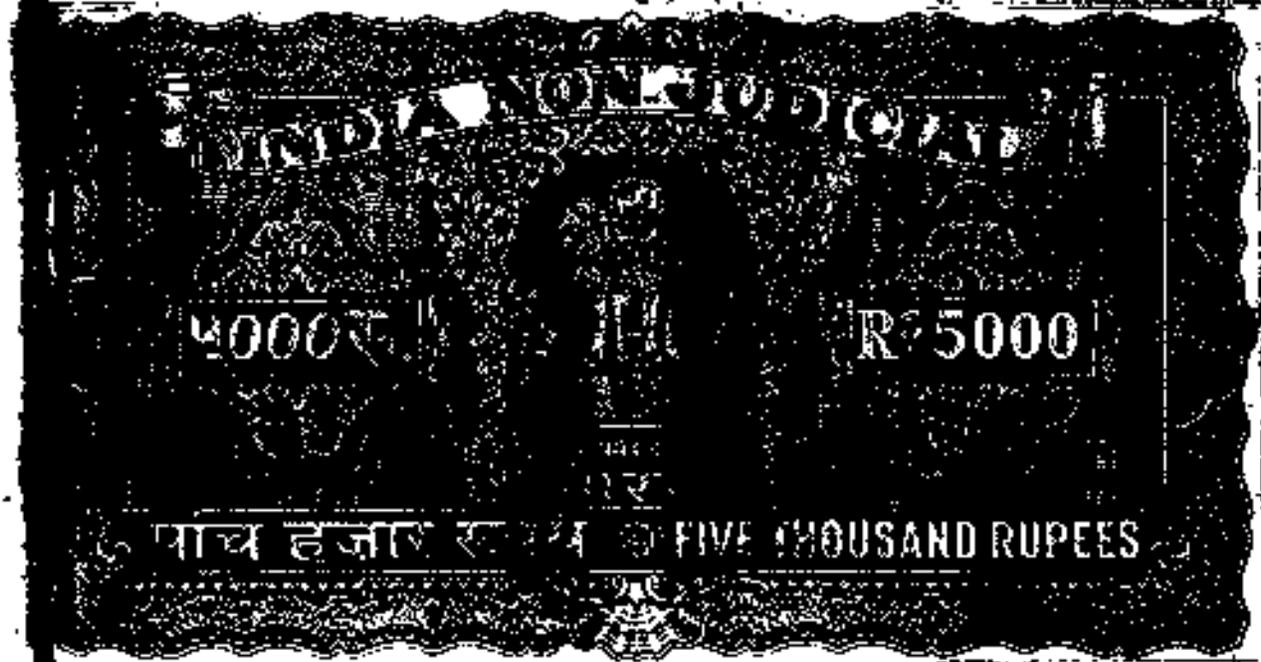
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RESTRICTION ORDER
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WESTERN BOUNDARY : (Northern Part)

Commence from '46' and runs upto 64 as given below .

Traverse Line	Bearing	Int. Angle	Distance		Remarks
			In Feet	In Meters	
46-47		91°-38'	390	118.872	
47-48		180°-17'	857	260.253	
48-49		179°-23'	1060	323.088	
49-50		178°-22'	612	186.537	
50-51		181°-33'	93	28.346	Common
51-52		179°-30'	537	163.677	with the
52-53		180°-07'	517	157.581	boundary
53-54		180°-22'	535	163.068	of S.G.B.K.
54-55		180°-30'	606	184.708	Mn. mine
55-56		185°-14'	780	237.749	of Wa.
		181°-08'	124	37.795	OMC Ltd.

SUA to m/s Beotgaiden 40 FD, Calcutta.

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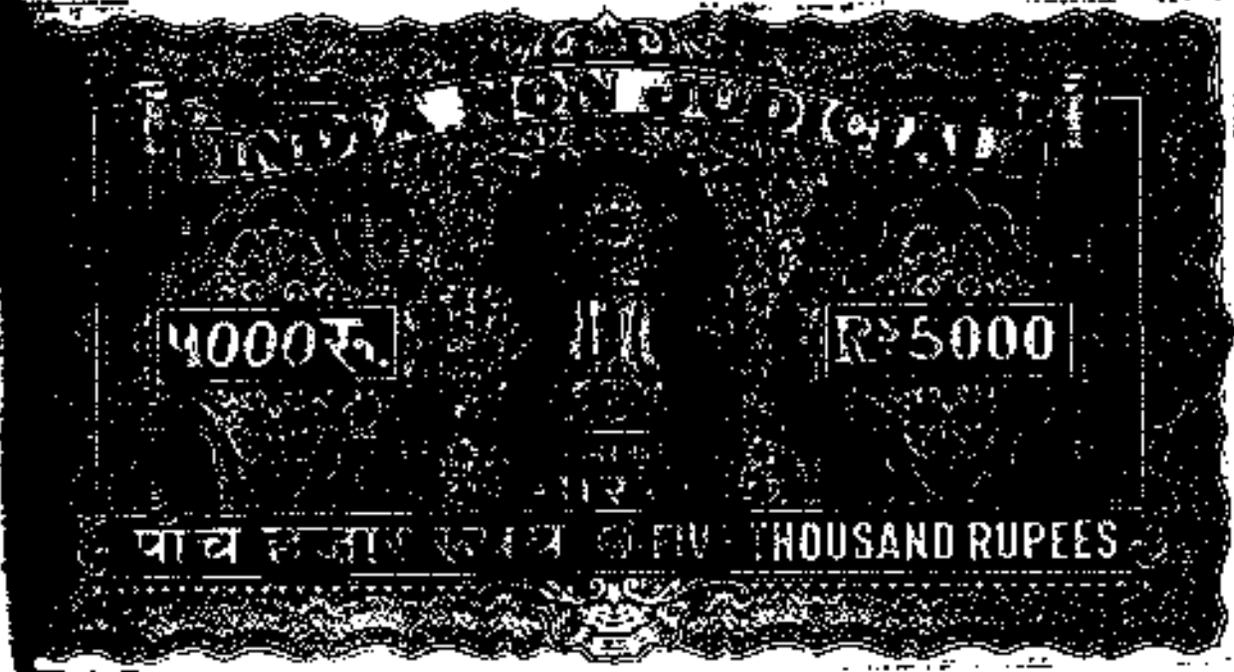


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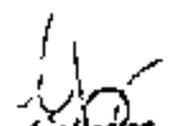
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57-58	178°-43'	717	127.101
58-59	178°-38'	102	31.088
59-60	181°-30'	192	58.521
60-61	180°-59'	154	46.939
61-62	177°-39'	94	28.651
62-63	180°-01'	392	119.481
63-64	180°-35'	286	87.172

P. H. E.
 M. RAJUDDIN & CO.
 (Janab M. R. Rahman)
 Managing Director


 Collector
 KPRNH

Sold to W. S. ... Co, ...

W.S.
2/27/77
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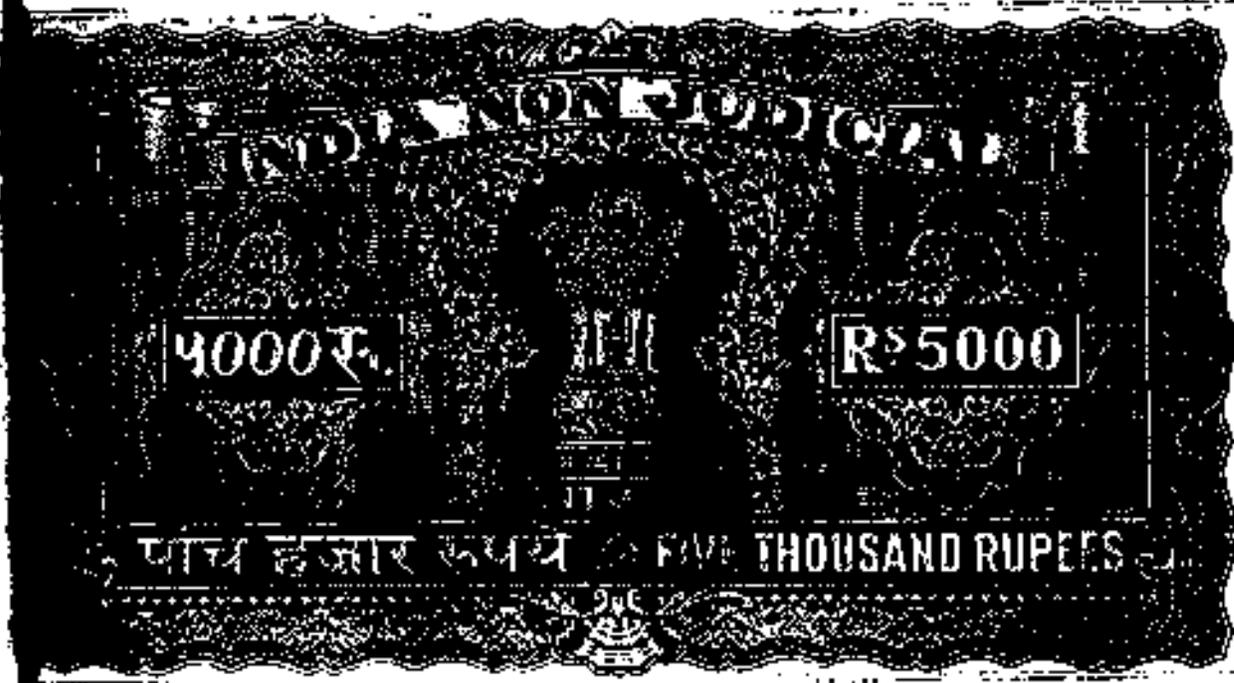
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D. L. ...
DIRECTOR OF ...
KENNEDY

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5000Rs.



[15]

WESTERN BOUNDARY :

Commence from '64' and runs to this starting point '1' and completes the anti-clockwise traverse.

Traverse Line	Bearing	Int. Angle	Distance		Remarks
			In Feet	In Meters	
64-65		205°-46'	443	135.026	Common with the boundary of S.G.B.K. Mn. Mines of M/s. OMC Ltd.
65-67		179°-40'	343	104.546	
66-67		178°-30'	414	125.187	
67-01		168°-49'	129	39.319	

For SERAJUDDIN & CO.

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Office of the
Inspector

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Allen

CONTINUING INTEREST
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5000Rs.



{ 16 }

LAND SCHEDULE

Land schedule of the R.M.L. area of M/s. Serajuddin & Co. for Iron Ore over 828.27 acres or 335.594 Hecta. in village -Balda, Bada-Kalimati & Nayagada known as Balda Block Iron Mines in Champua Sub-division of Keonjhar District.

Village - Balda - 57 P.S. Joda

<i>Plot No.</i>	<i>Khata No.</i>	<i>Name of the Tenants</i>	<i>Kisam</i>	<i>Area</i>	<i>Remarks</i>
1	2	3	4	5	6
323	52	Rakhit	Rasta	0.25	Part
362	52	Rakhit	Gochar	1.07	Part
360	55	Abad Jogya Anabadi	Nala	0.43	Part
361	6	Ida Naik, S/o. Jagu Naik	Patika	2.30	Part
365	55	Abad Ajogya Anabadi	Nala	0.98	Part
366	52	Rakhit	Mine	4.55	Part
367	58	Darma Dehru etc	Taluk	5.75	Full

FOR SERAJUDDIN

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Site map ...

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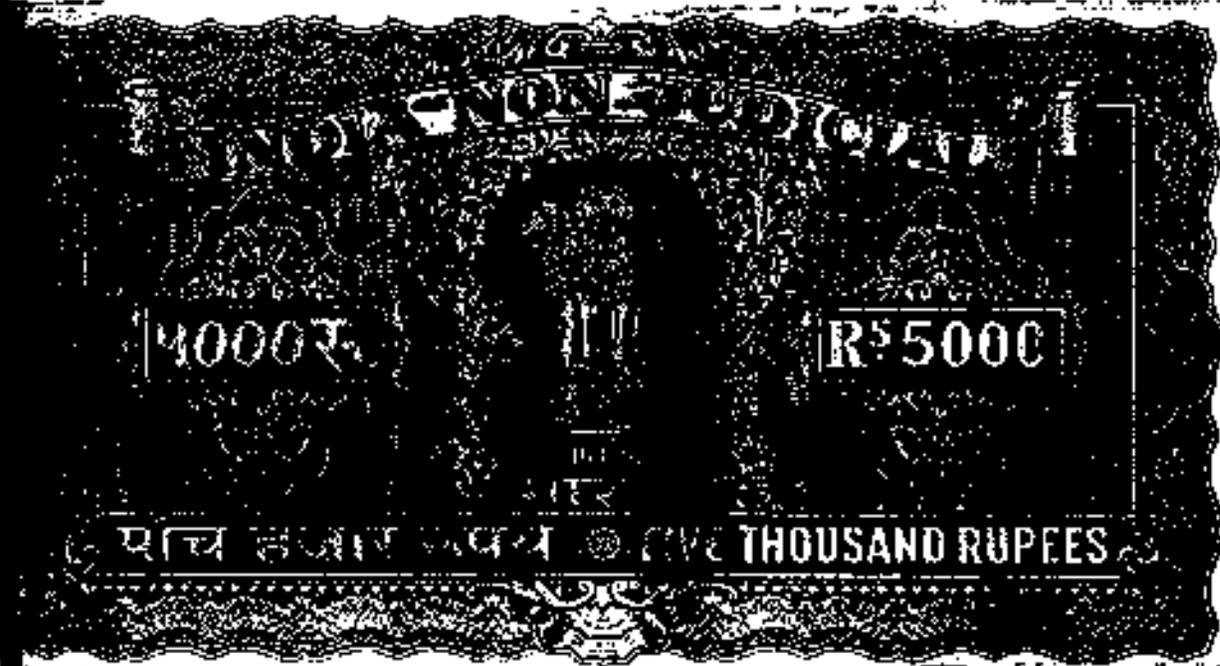


Bill

REGISTRATION OFFICE
MEMPHIS

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5000Rs.



[17]

1	2	3	4	5	6
368	52	Rakhil	Rasta	0.85	Full
369	29	Palet Dehury etc.	Taita-II	2.10	Full
370	28	Parama Dehury etc. S/o. Dhira Dehuri	Taita-II	1.08	Full
371	55	Abad Ajogya Anabadi	Parbat-II	33.35	Full
372	55	Abad Ajogya Anabadi	Parbat-II	31.65	Full
373	52	Rakhil	Rasta	0.35	Part
374	52	Rakhil	Rasta	0.45	Part
376	55	Abad Jogya Agabadi	Parbat-II	5.47	Part
380	52	Rakhil	Gochar	2.17	Part
381	54	Abad Jogya Anabadi	Taita-II	0.27	Full
	11	Kartik Naik, Nasmaria Naik	Sarad-III	0.17	Full

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 RAJAJUDDIN & CO.

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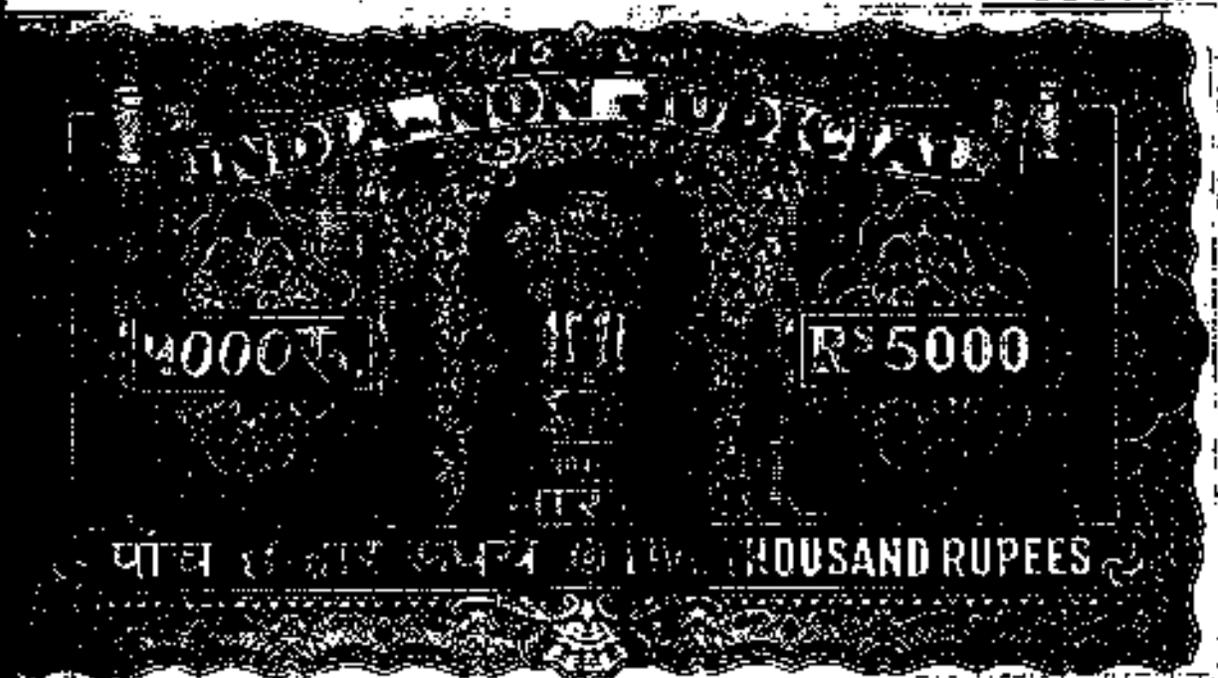
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5000Rs.



[18]

1	2	3	4	5	6
383	21	Chema Barik, Kailash Barik S/o. Mitu Barik	Talla-I	1.03	Part
384	21	Chema Barik, Kailash Barik S/o. Mitu Barik	Talla-I	0.42	Part
387	27	Padma Barik, S/o. Anirudha Barik	Talla-I	0.05	Part
544	34	Bhagan Naik etc. S/o. Bipra Naik	Gharabari	0.44	Part
545	19	Ghana Kolha, Sukra Kolha, S/o. Bugra Kolha	Patita	0.18	Part

For BEKAJUBBIN & CO.
10/11

Sold to my Serv. Man & Co. Col. Cal.

W.H.S.
271377

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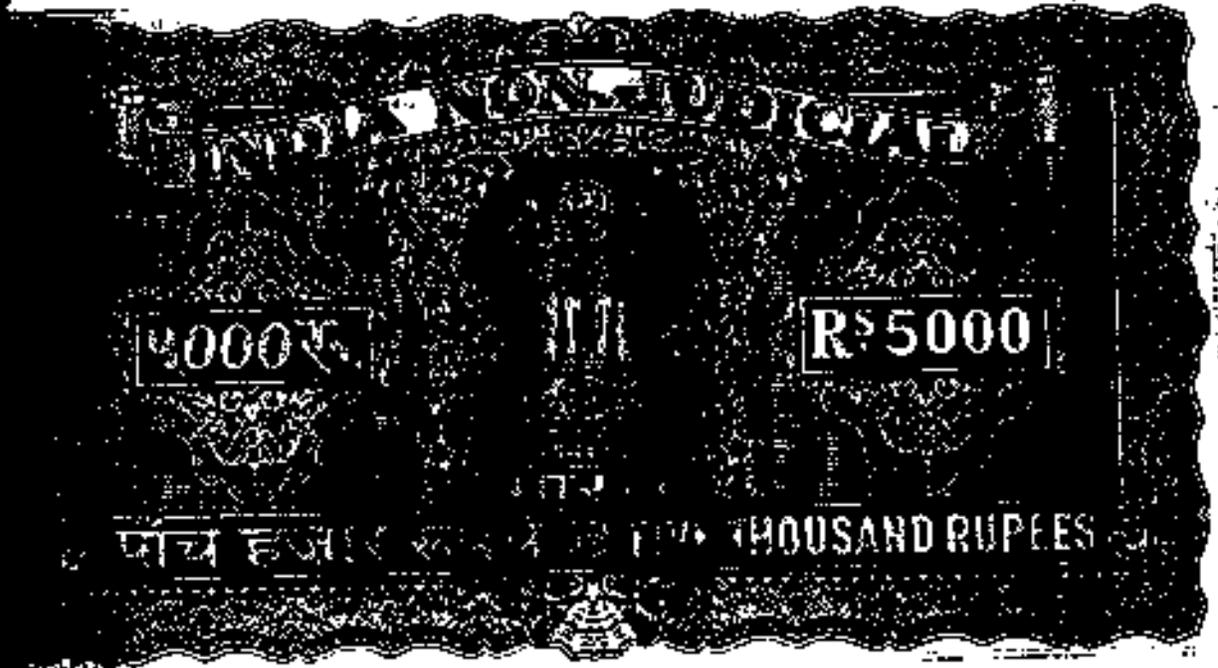
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W.H.S.
RECORDS

1943

5000Rs.



[19]

1	2	3	4	5	6
546	19	Ghana Kolha, Sukra Kolha, S/o. Bugia Kolha	Taila-1	0.25	Full
547	19	Ghana Kolha, Sukra Kolha, S/o. Bugia Kolha	Taila-1	0.74	Full
548	25	Nadla Naik etc. S/o. Raya Naik	Gharabari	1.18	Full
549	11	Kartik Naik, Nasmaria Naik S/o. Durjodhana Naik	Taila-1	0.23	Full
550	54	Abad Jogy Anabadi	Taila-1	0.54	Full

FRASRAJUDDIN & CO.

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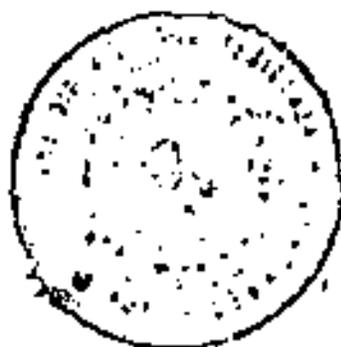
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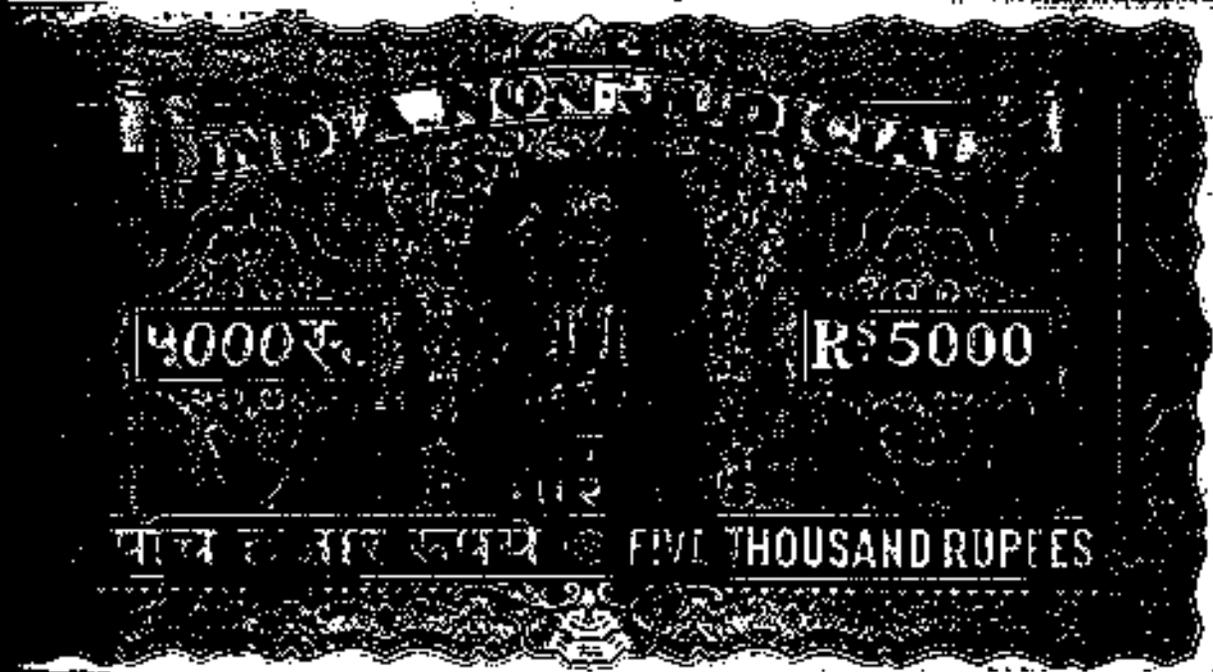
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Arthur [unclear]
SHERIFF
1950

5000Rs.



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1	2	3	4	5	6	7
551	11	Kartik Naik, Nasmaria Naik	Gharabari	0.82	Full	
552	14	Krupasindhu Kolha etc. S/o. Markand Kolha	Patita	0.72	Full	
553	14	Krupasindhu Kolha etc. S/o. Markand Kolha	Taila-I	1.07	Full	
554	11	Kartik Naik, Nasmaria Naik	Taila-I	0.76	Full	
555	14	Krupasindhu Kolha etc.	Taila-I	0.01	Full	
556	54	Abad Jogya Anabadi	Taila-I	0.10	Full	
557	54	Abad Jogya Anabadi	Taila-I	0.05	Full	
558	51	Budhu Kolha, S/o. Lunia Kolha	Taila-I	0.20	Full	

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ALLEN, THOMAS L. (1912-1988)
CHICK, MISS

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ALL INFORMATION CONTAINED
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DATE 11-11-11 BY 60322 UCBAW

5000Rs.



[21]

1	2	3	4	5	6
559	19	Ghana Kolha, Sukra Kolha S/o. Bugia Kolha	Palita	2.38	Full
560	51	Budha Kolha, S/o. Lunia Kolha	Palita	0.02	Full
561	19	Ghana Kolha, Sukra Kolha S/o. Bugia Kolha	Palita	0.10	Full
562	55	Abad Ajogya Anabadi	Parbat-II	29.65	Full
563	55	Abad Ajogya Anabadi	Parbat-II	11.21	Part
570	55	Abad Ajogya Anabadi	Parbat-II	6.38	Part
571	55	Abad Ajogya Anabadi	Parbat-II	38.39	Part
572	55	Abad Ajogya Anabadi	Parbat-II	8.88	Part

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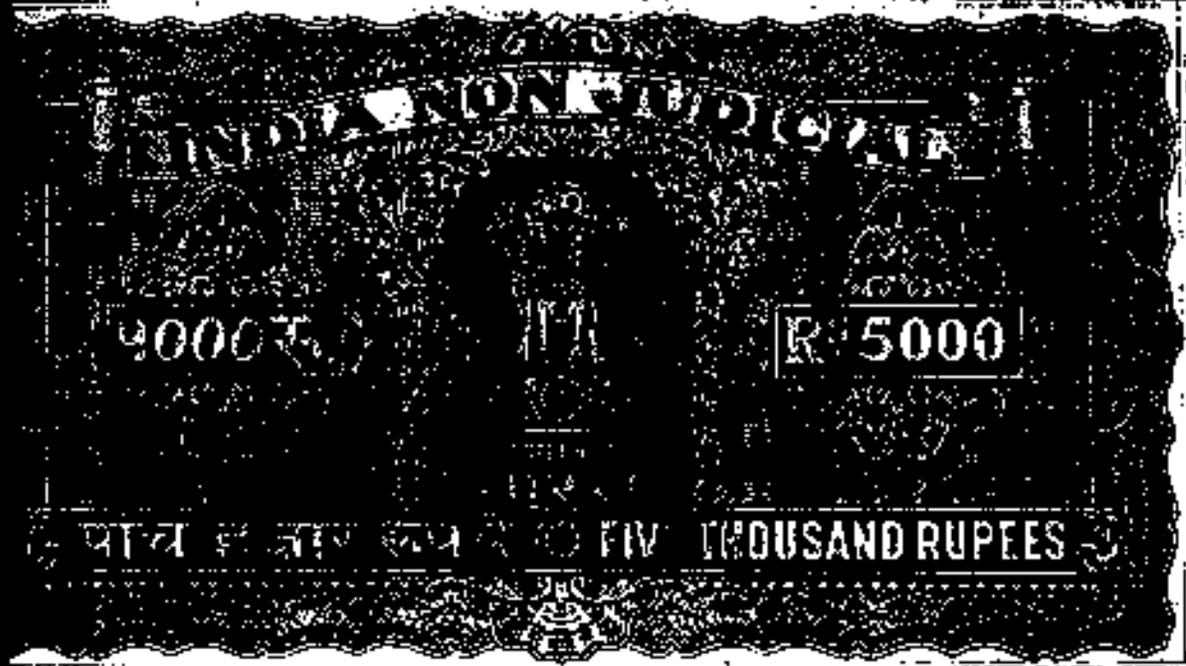


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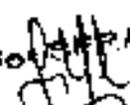
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[22]

1	2	3	4	5	6
574	55	Abad Ajogya Anabadi	Parbat-II	5.36	Part
575	55	Abad Ajogya Anabadi	Parbat-II	45.00	Full
576	55	Abad Ajogya Anabadi	Parbat-II	35.00	Full
577	55	Abad Ajogya Anabadi	Parbat-II	40.00	Full
578	55	Abad Ajogya Anabadi	Parbat-II	29.37	Part
579	55	Abad Ajogya Anabadi	Parbat-II	0.19	Part
581	55	Abad Ajogya Anabadi	Parbat-II	3.10	Part
582	55	Abad Ajogya Anabadi	Parbat-II	39.58	Part
583	55	Abad Ajogya Anabadi	Parbat-II	39.75	Part
584	20	Ghana Dehuri.	Talifa-I	4.42	Full

S/o. Bagul Dehuri


 M. A. PAJUDDIN & CO.

Partner

2018

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John S.
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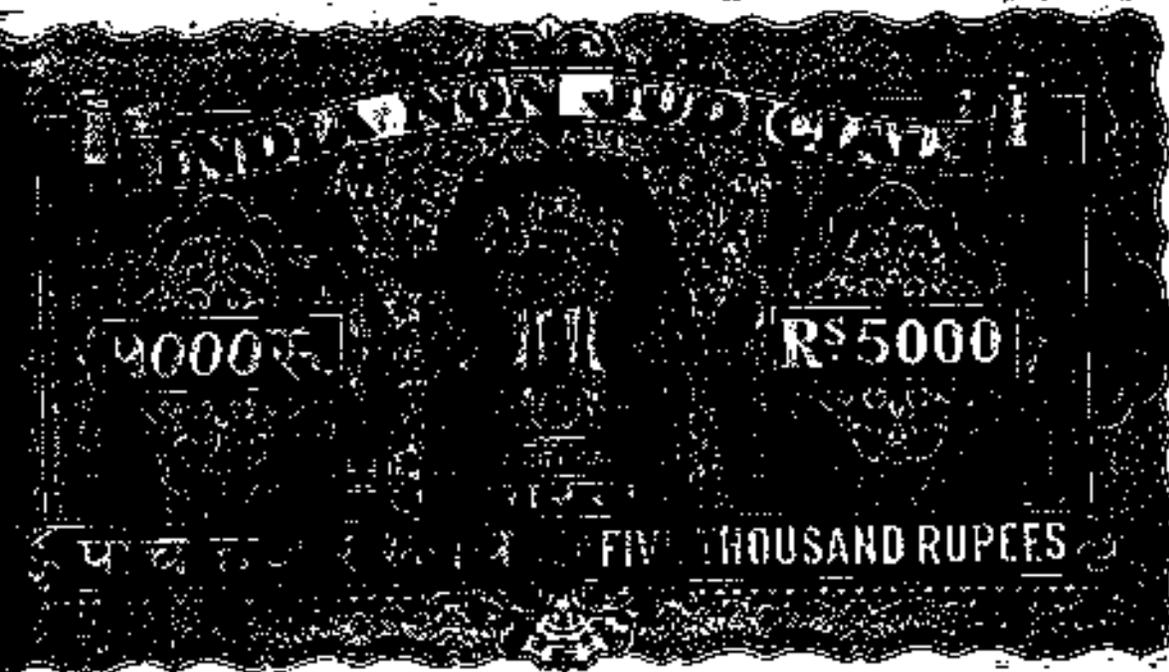
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RECORDS AND SERVICES
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1	2	3	4	5	6
585	46	Sukdev Dehuri, S/o. Tila Dehuri	Taila-I	2.43	Full
586	7	Upendra Naik etc., S/o. Gopal Naik	Taila-I	2.91	Full
587	55	Abad Ajogya Anabadi	Parbat-II	30.50	Full
588	8	Umakanta Naik, S/o. Makuru Naik	Taila-I	2.16	Full
589	2	Adhiswar Naik, S/o. Jaylochan Naik	Taila-I	3.28	Full
590	52	Rakhit	Rasta	1.18	Full
591	43	Rodada Dehuri, S/o. Shyam Dehuri	Taila-I	1.71	Full

SHARAJUDDIN & CO.

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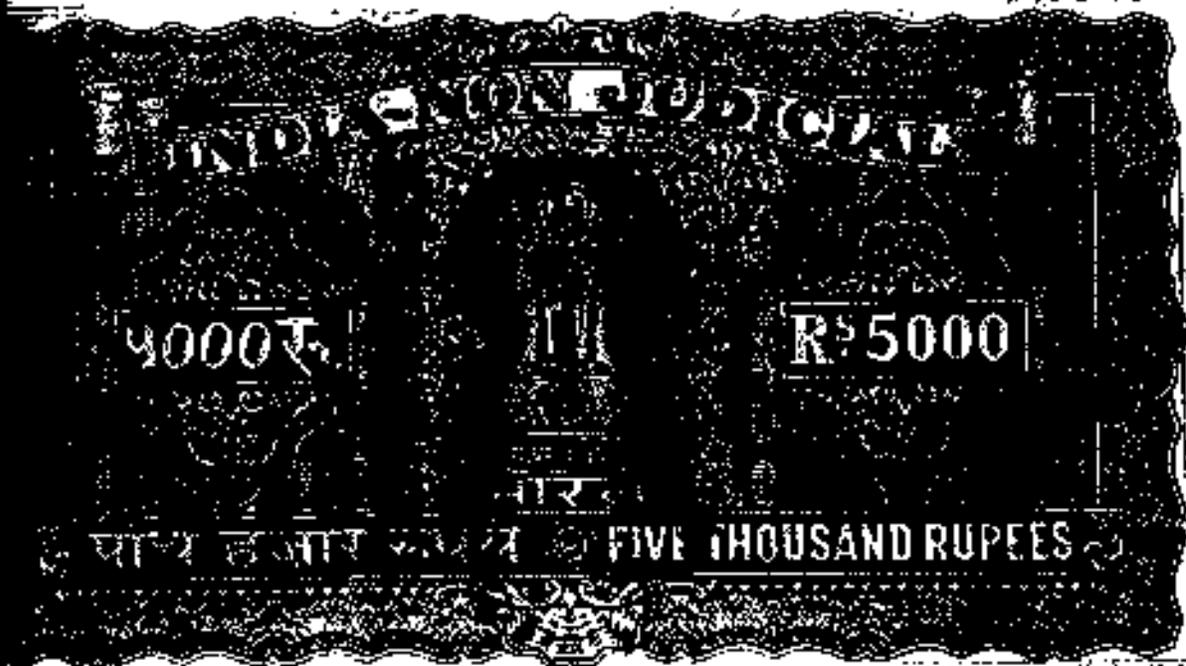


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[24]

1	2	3	4	5	6
592	26	Nandu Naik, S/o. Ganga Naik	Taila-I	1.82	Full
593	39	Madhu Dash, S/o. Nath Dash	Taila-I	0.92	Full
594	42	Rama Naik, S/o. Bhima Naik	Taila-I	1.36	Full
595	54	Rakhit	Jungle	1.25	Full
596	11	Kartik Naik, Nasmania Naik S/o. Durjodhan Naik	Taila-I	0.25	Full
	28	Purna Dehuri etc. S/o. Dhira Dehuri	Taila-I	1.06	Full
	52	Rakhit	Rasta	0.15	Full

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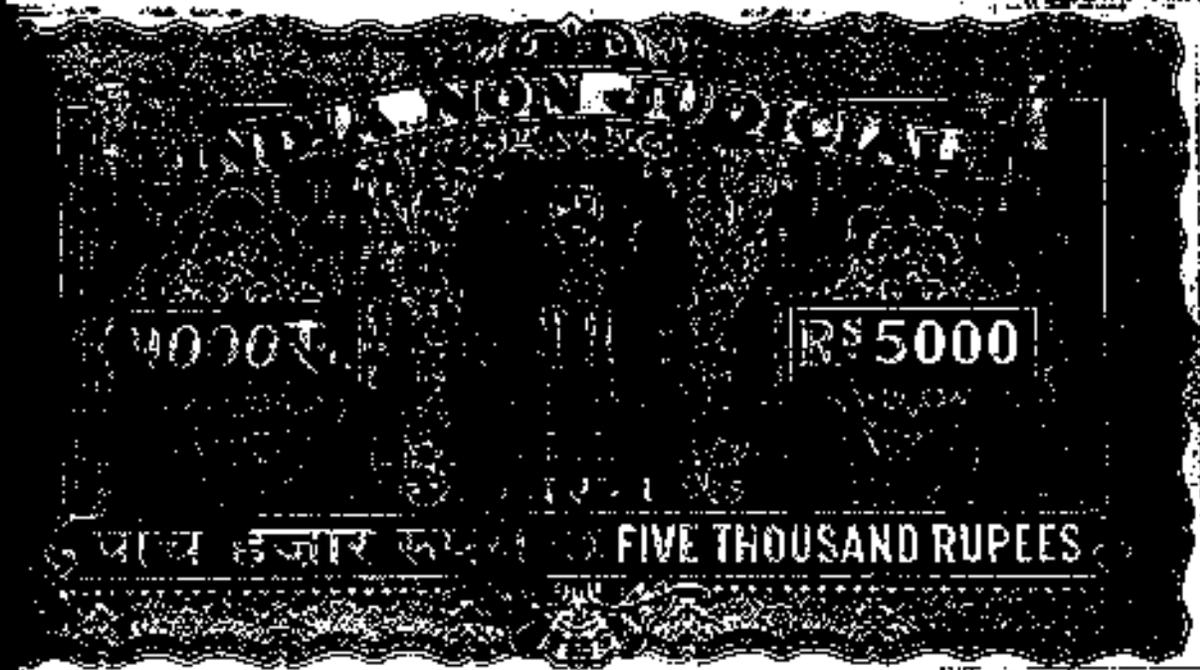
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1	2	3	4	5	6
599	11	Kartik Naik, Nasmaria Naik S/o. Durjodhan Naik	Rasta	0.41	Full
600	11	Kartik Naik, Nasmaria Naik S/o. Durjodhan Naik	Taila-I	4.41	Full
601	26	Nandu Naik, S/o. Ganga Naik	Taila-I	0.23	Full
602	25	Nandu Naik, S/o. Ganga Naik	Rasta	0.22	Full
603	43	Radada Dehuri, S/o. Shyam Dehuri	Rasta	0.33	Full

ALL PARTS
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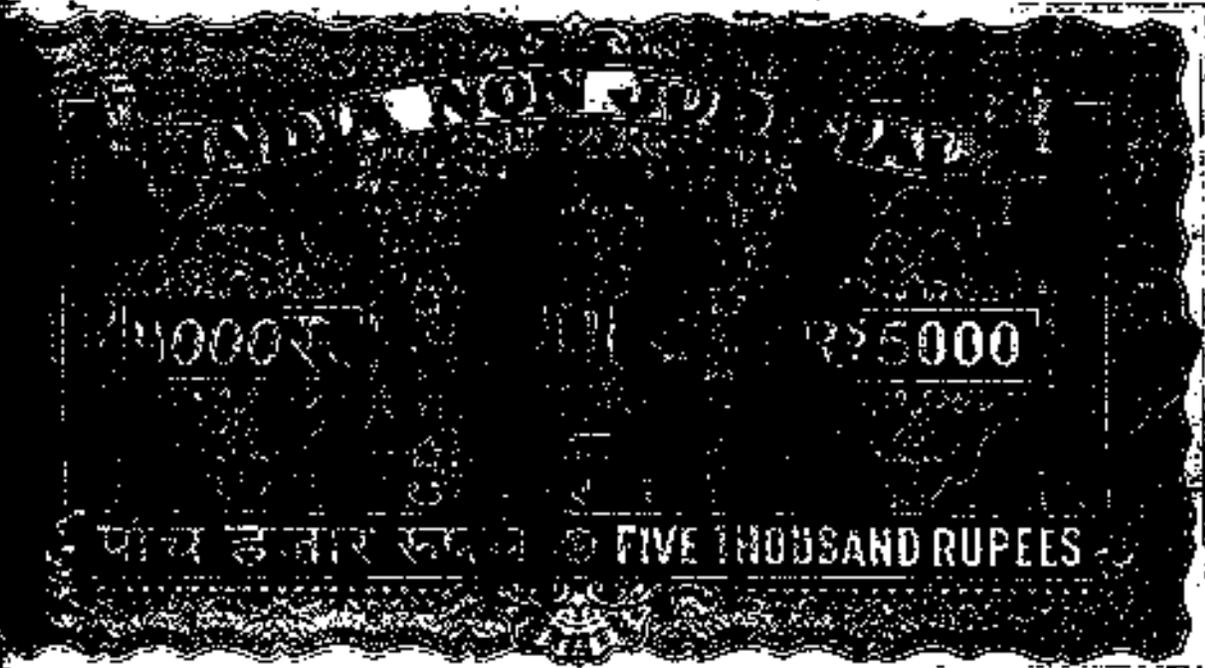


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5000Rs.



[26]

1	2	3	4	5	6
604	43	Radada Dehuri, S/o. Shyam Dehuri	Taita-I	1.60	Full
605	52	Rakht	Rasta	1.51	Full
606	55	Abad Ajogya Anabadi	Parbat-II	30.50	Full
607	52	Rakht	Rasta	0.92	Full
608	54	Abad Jogya Anabadi	Taita-I	0.82	Full
609	38	Madhusudan Naik, S/o. Ananta Naik	Taita-I	1.60	Full
610	52	Rakht	Mines	16.80	Full
611	52	Rakht	Gramya Jungle	39.75	Full
612	52	Rakht	Gramya Jungle	38.75	Full
	52	Rakht	Mines	25.50	Part

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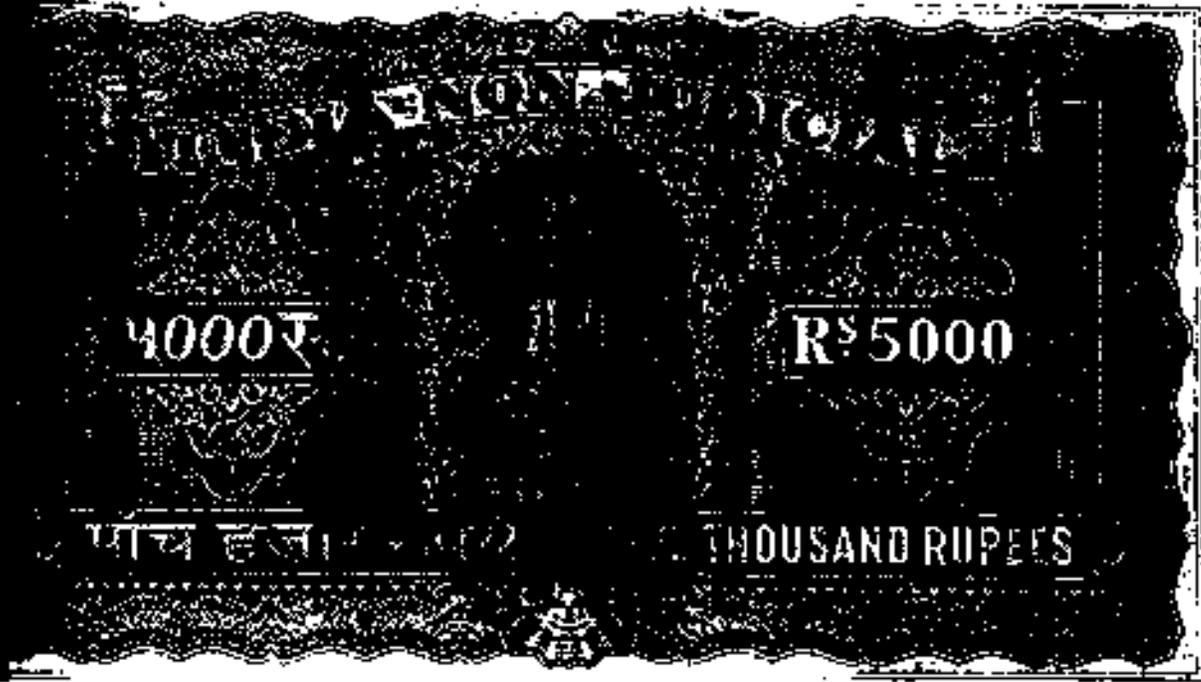


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[27]

1	2	3	4	5	6
614	54	Abad Jogya Anabadi	Talla-I	0.75	Part
634	52	Rakhit	Mines	14.55	Part
635	52	Rakhit	Mines	3.90	Part
637	52	Rakhit	Mines	16.98	Part
638	52	Rakhit	Mines	6.90	Part
363/674	54	Rakhit	Talla-I	0.17	Full
504/686	54	Rakhit	Talla-I	0.88	Full
585/687	53	Sarbasadharan	Rasta	0.27	Full
592/688	53	Sarbasadharan	Rasta	0.20	Full
593/689	53	Sarbasadharan	Rasta	0.08	Full
594/690	53	Sarbasadharan	Rasta	0.11	Full
607/691	54	Abad Jogya Anabadi	Talla-I	3.20	Full

for SERAJUDDIN & CO.
607/691
Managing Partner

Sold to the Bevan, Smith & Co. Co. Ltd.

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1	2	3	4	5	6
608/692	22	Japani Nalk, S/o. Gobinda Nalk .	Taila-I	1.60	Full
609/693	54	Abad Jogy Anabadi	Taila-I	3.20	Full
610/697	23	Thudu-Nalk, S/o. Bipra Nalk	Taila-II	1.60	Full
				<u>709.46 Acres</u>	

BERAJUDDIN & CO.
Managing Partner

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Miller

General Manager
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[29]

Village- Bada-Kalimati - 74. P.S. Joda.

1	2	3	4	5	6
129	32	Abad Ajogya Anabadi	Parbat-I	0.30	Part
132	32	Abad Ajogya Anabadi	Parbat-I	3.90	Part
133	32	Abad Ajogya Anabadi	Parbat-I	15.93	Part
134	29	Rakhil	Jungle	14.60	Part
135	29	Rakhil	Ele. Pole	0.08	Full
136	31	Abad Jogya Anabadi	Patla	4.82	Part

39.63 Acres

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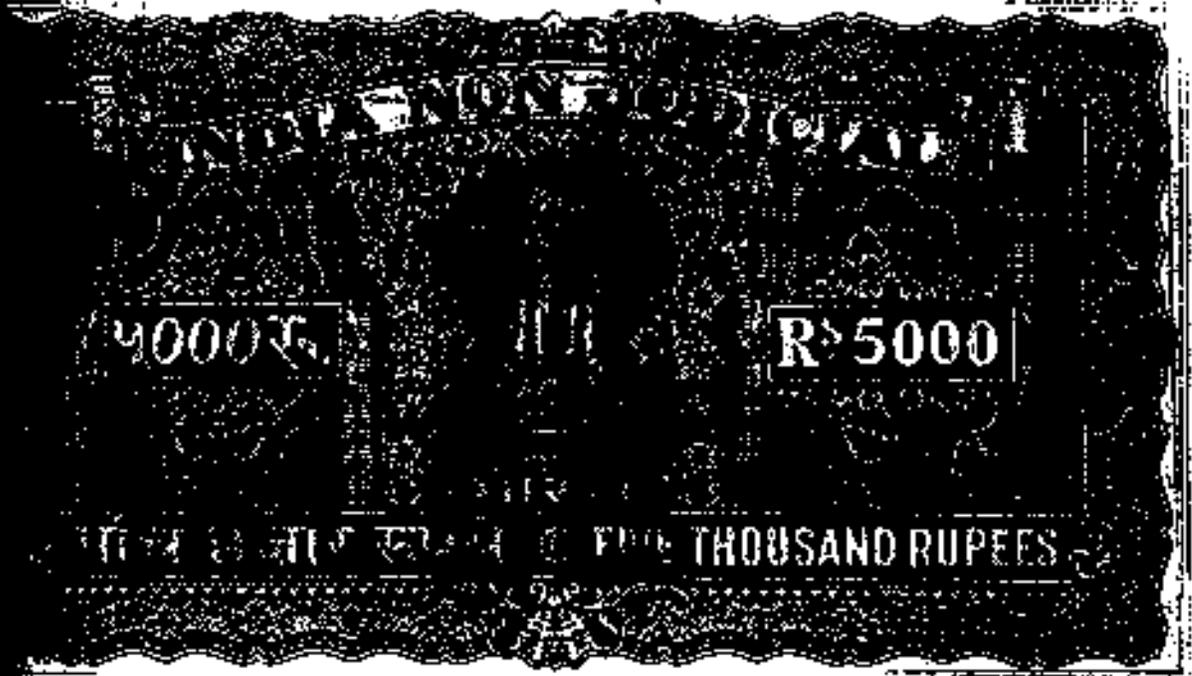
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[30]

Village - Nayagarh - 73. P.S. Joda

1	2	3	4	5	6
1.	240	Abad Ajogya Anabadi.	Parbat-II	36.80	Part
2	240	Abad Ajogya Anabadi	Parbat-II	37.93	Part
3	240	Abad Ajogya Anabadi	Parbat-II	1.02	Part
6	240	Abad Ajogya Anabadi	Parbat-II	4.43	Part

80.18 Acres

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Partner

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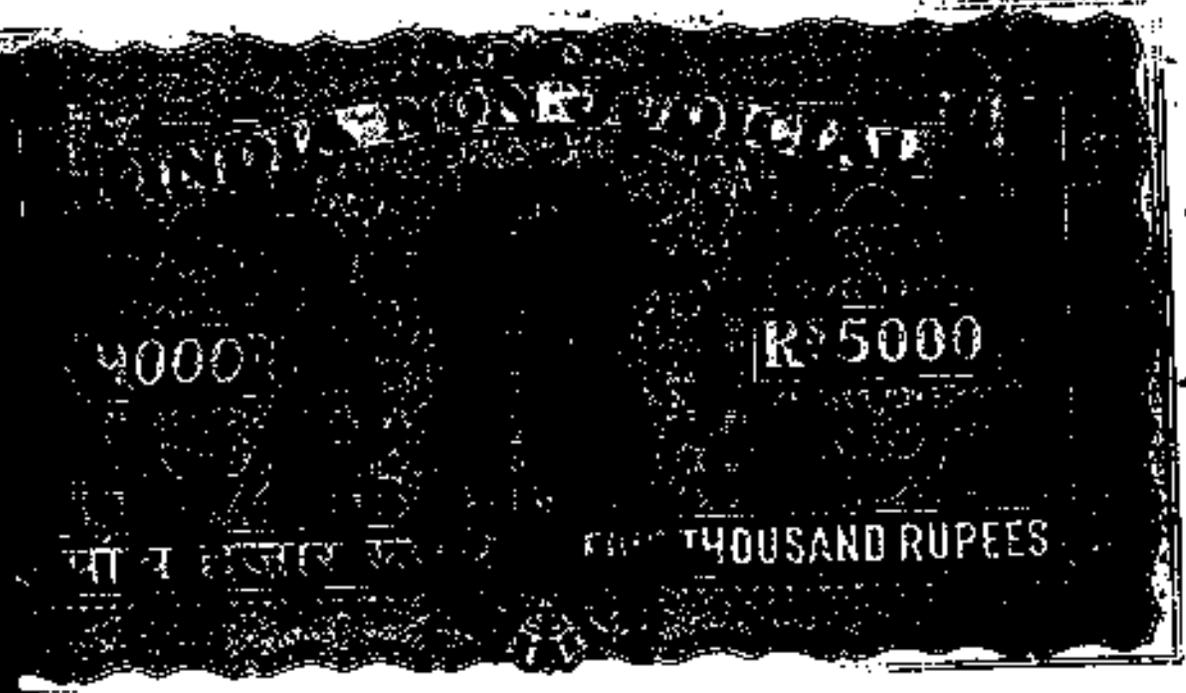


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[31]

Abstract

1. Village - Balda - 57, P.S. Joda	709.48 Acres
2. Village - Bada-Kalimati-74, P.S. Joda	39.63 Acres
3. Village - Nayagarh - 73, P.S. Joda	80.18 Acres
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Total :	829.27 Acres
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	335.594 Hects

For: RAJUDDIN & CO.

Managing Partner

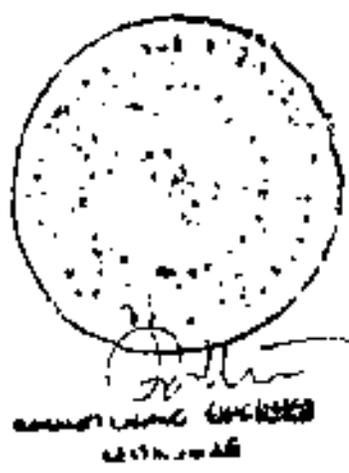
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PART - II

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

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

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

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

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

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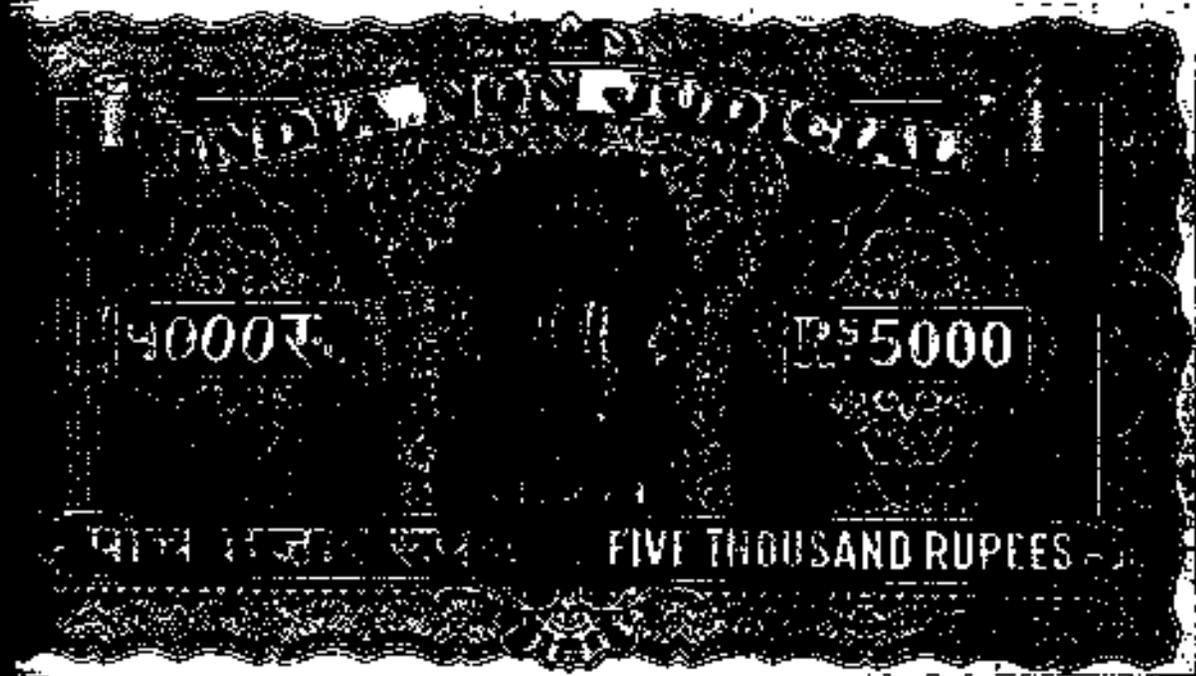
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To bring and use
machinery
equipment etc.

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

To make roads
and ways etc.
and use existing
roads and ways.

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

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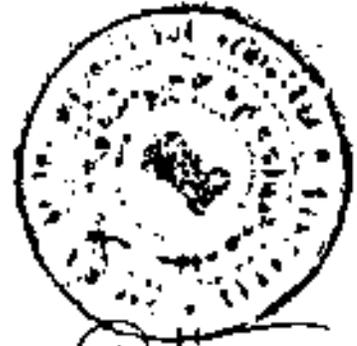
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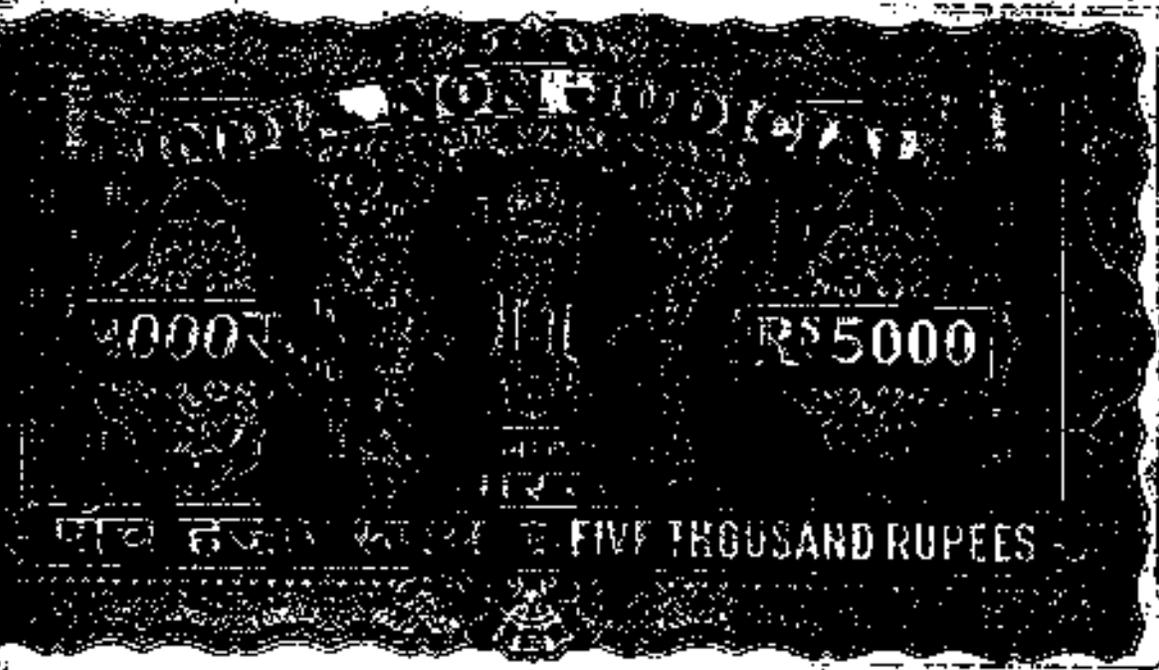


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To get building and road materials etc.

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

To use water from streams etc.

6. Liberty and power for or in connection with any of the purpose mentioned in this part but subject to the right of any existing or future lessees and with the written permission of Deputy Commissioner/Collector to appropriate and use water from any streams water-courses, springs or other sources in or upon the said lands and to divert step up or dam any such stream or water course and collect or impound any such water and to make construct and maintain any water course culverts, drains or Reservoirs but not as so to deprive any cultivated lands,

RAJUDDIN &

Managing Partner

Sold to, Feb, Calcutta.

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Det. Treasury
Kolkata

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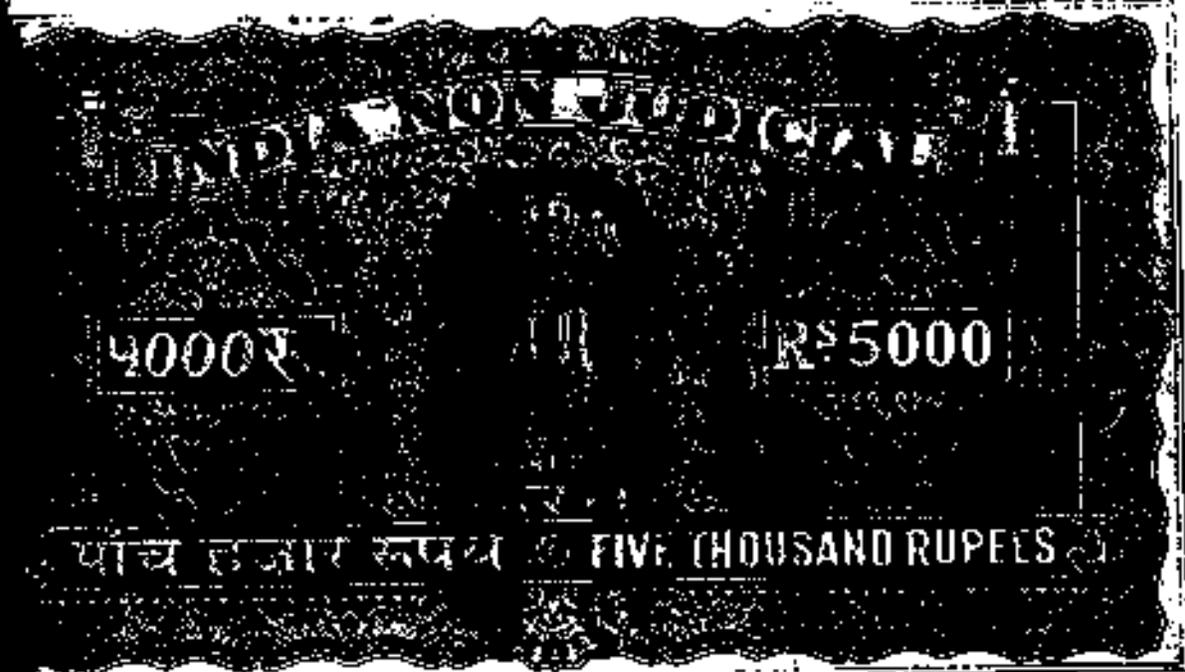


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villages, buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any stream or springs. Provided that the lessees shall not interfere with the navigation in any navigable stream nor shall divert such stream without the previous written permission of the State Government.

To use land for
stacking,
heaping,
depositing
purposes

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

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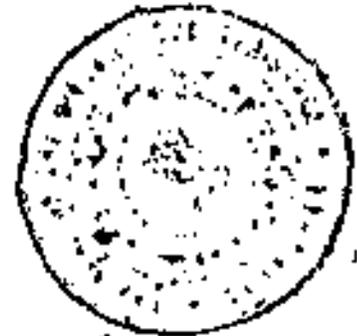
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Beneficiation and conveying away of production.

To make coke (to be used in case of coal only)

To clear brush wood and to fell and utilize trees etc

8. a) Liberty and power to enter upon and use a sufficient part of the said lands to beneficiate any ore produced from the said lands and to carry away such beneficiated ore.
- b) Liberty and power upon the said lands to convert into coke any coal or coal dust produced from the said lands and to carry away such coke.
9. Liberty and power for or in connection with any of the purposes mentioned in this part and subject to the existing rights of others and save as provided in clause 3 of part III of this schedule to clear undergrowth and brushwood and to fell and utilize any trees or timber standing or found on the said lands provided that the state Government may ask the lessees to pay for any trees or timber felled and utilized, by them at the rates specified by the Deputy Commissioner / Collector or the State Government.

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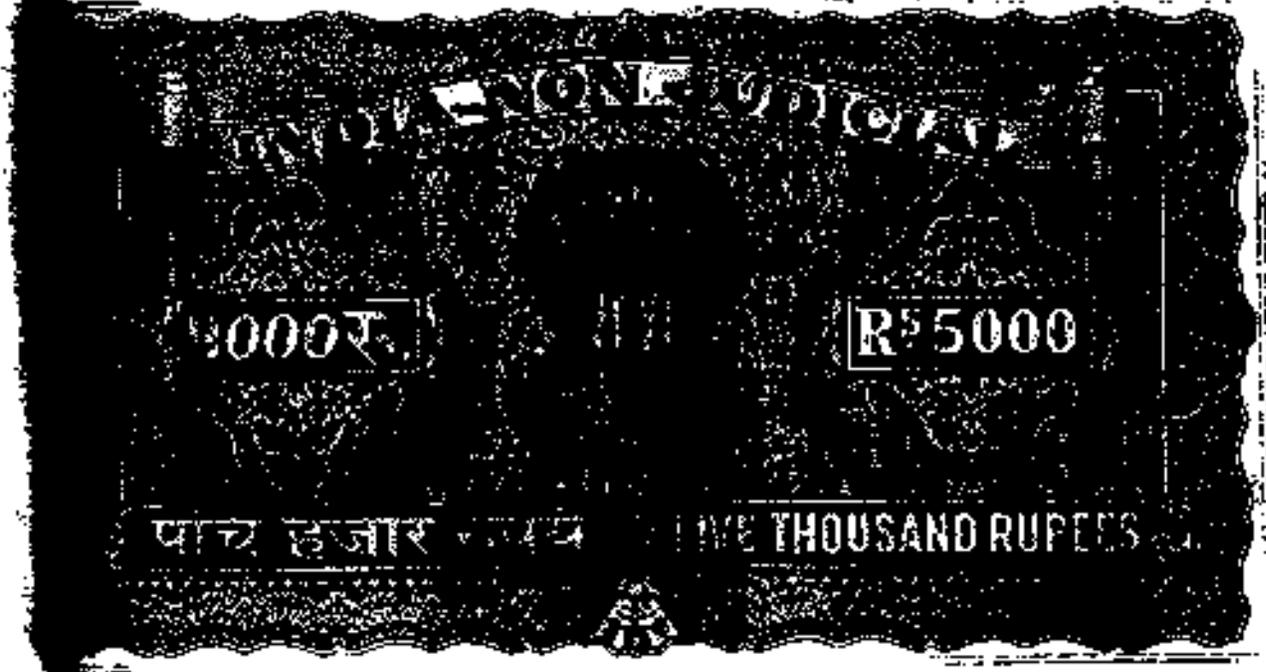
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PART - III

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

No building etc. 1.
upon certain
places.

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

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Permission for surface operations in a land not already in use

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

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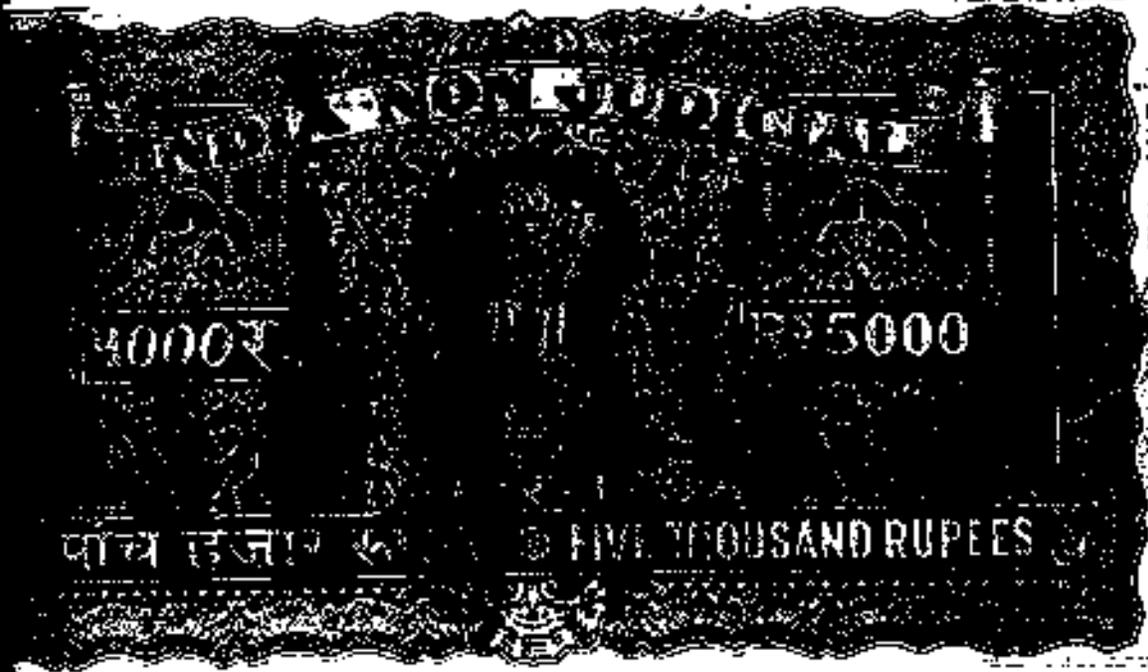
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To cut trees in unreserved lands.

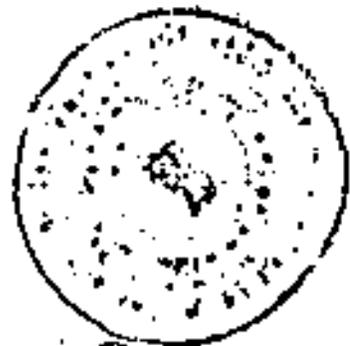
3. The lessees shall not without the express sanction of the Deputy Commissioner/Collector cut down or injure any timber or trees on the said lands but may without such sanction clear away any brushwood or undergrowth which interferes with any operations authorised by these presents. The Deputy Commissioner/Collector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

To enter upon reserved forests.

4. Notwithstanding anything in this schedule contained the lessees shall not enter upon any reserved forest included in the said lands without previous sanction in writing of the District Forest Officer nor fell, cut and use any timber or trees without obtaining the sanction in writing of that Officer nor otherwise than in accordance with such conditions as the state Government may prescribe.

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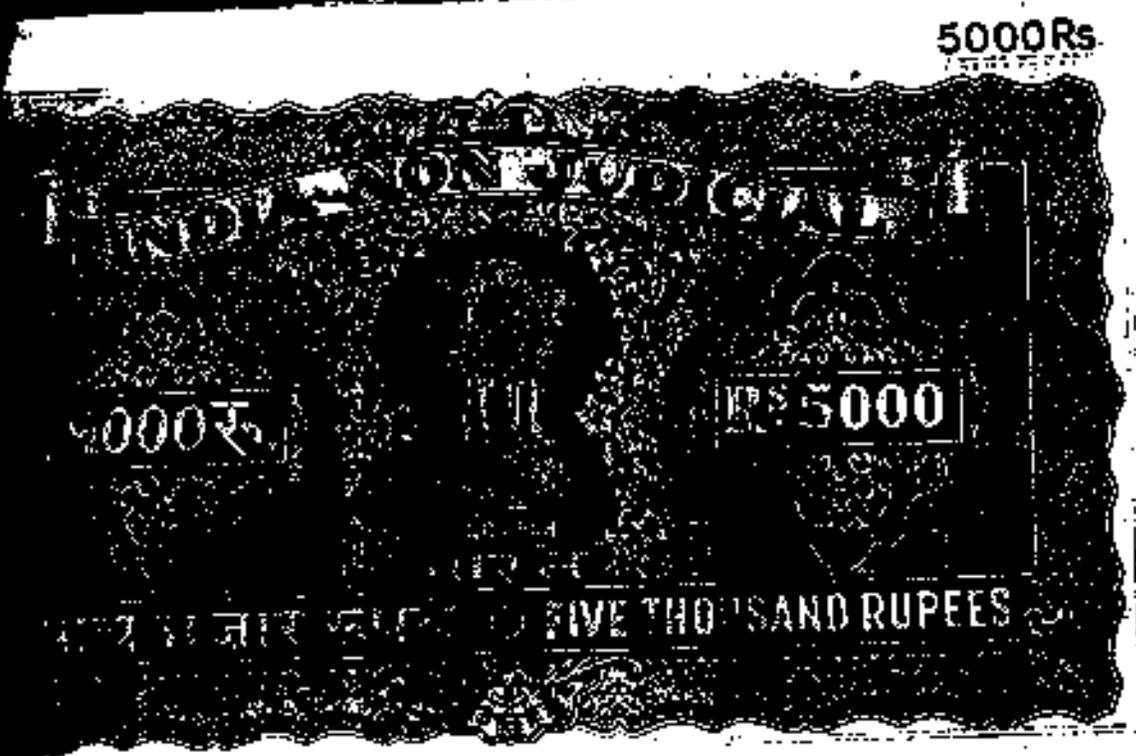
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No mining operations within 50 metres of public works etc.

5. The lessees shall not work or carry on or allow to be worked or carried on any mining operations at or to any point within a distance of 50 metres from any railway line except with the previous written permission of the Railway Administration concerned or under or beneath any ropeway or any ropeway trestle or station, except under and in accordance with the written permission of the authority owning the ropeway or from any reservoir, canal or other public works such as public roads and buildings or inhabited site except with the previous written permission of the Deputy Commissioner/Collector or any other officer authorised by the State Government in his behalf and otherwise than in accordance with such instructions, restrictions and conditions either general or special which may be attached to such permission. The said distance of 50 metres shall be measured in the case of railway, reservoir or canal horizontally

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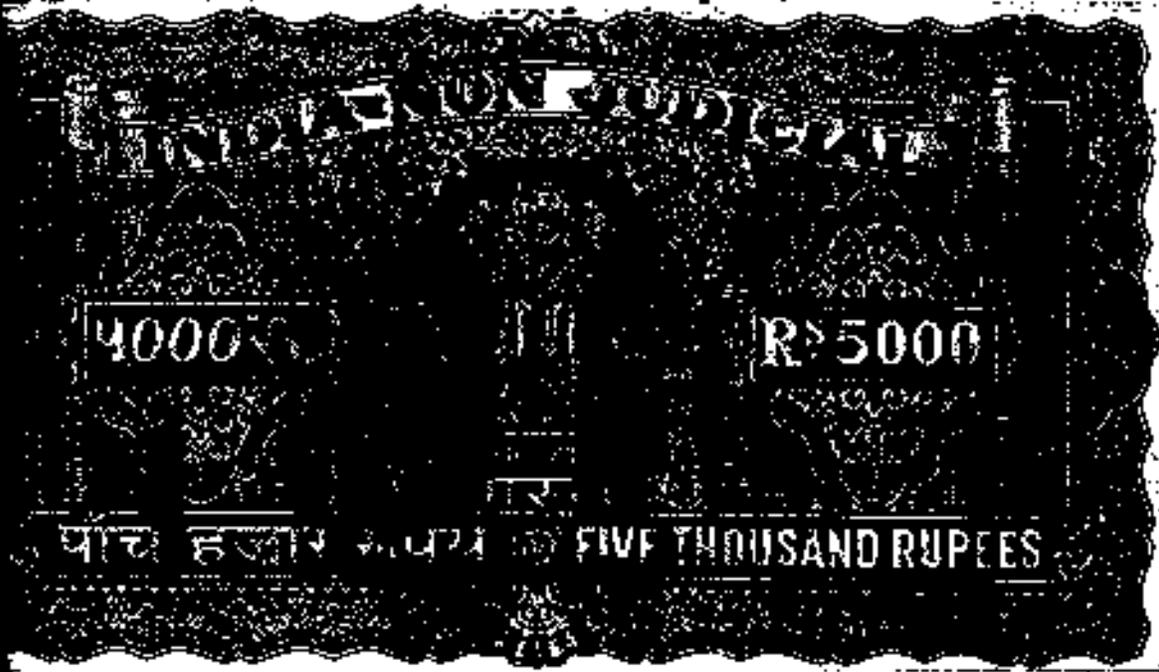


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REVENUE

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from the outer toe of the bank or the outer edge of the cutting as the case may be and in case of a building horizontally from the plinth thereof. In the case of village roads no working shall be carried on within a distance of 10 metres of the outer edge of the cutting except with the previous permission of the Deputy Commissioner/Collector or any other officer duly authorised by the State Government in this behalf and otherwise than in accordance with such directions, restrictions and additions, either general or special, which may be attached to such permission.

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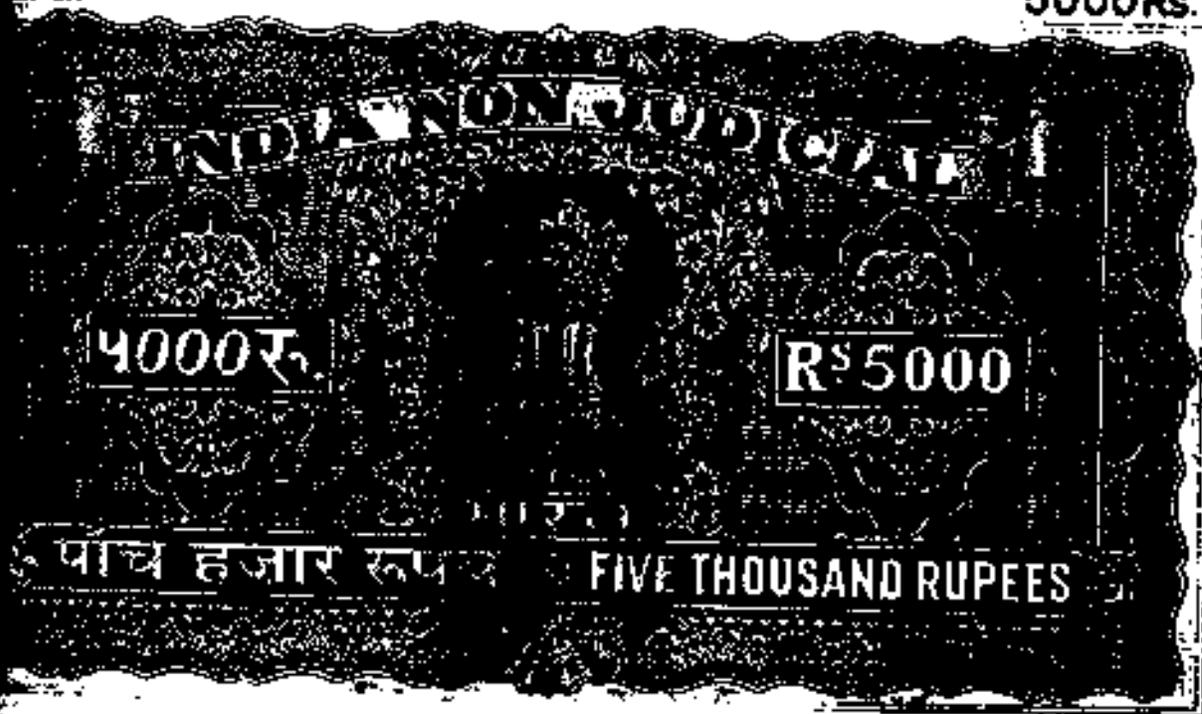
For the purpose of this clause the expression 'Railway Administration' shall have the same meaning as it is defined to have in the Indian Railways Act, 1890, by clause(6) of section 3 of that Act. 'Public Road' shall mean a road which has been constructed by artificially surfaced as distinct from a track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

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Facilities for adjoining Government licences and leases.

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

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

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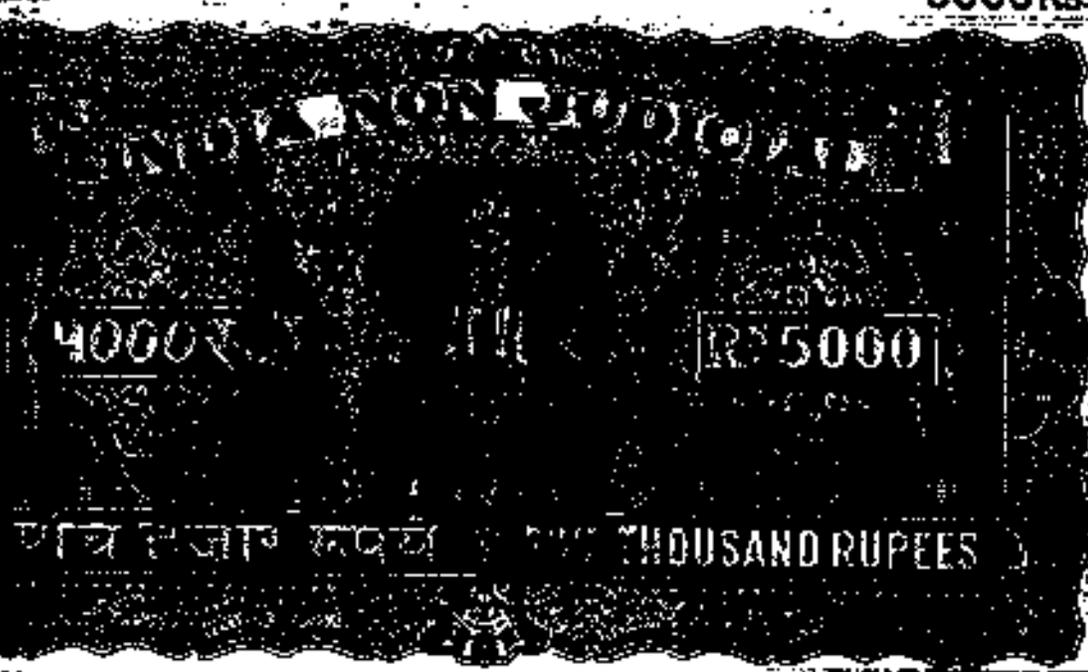


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PART - IV

**LIBERTIES, POWERS AND PRIVILEGES RESERVED
TO THE STATE GOVERNMENT.**

To work other 1.
minerals

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

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

To make railways and roads. 2.

Liberty and power for the State Government or any lessee or person authorised by it in that behalf to enter into and upon the said lands and to make upon over or through the same any railways, tramways, roadways or pipe lines for any purpose other than those mentioned in Part II of these presents and to take from the said lands stones, gravel, earth and other materials for making, maintaining and repairing such railways, tramways and roads or any existing railways and roads and to and repose at all times with or without horses, cattle or other animals,

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carts, wagons, carriages, locomotives or other vehicles over or along any such railways, tramways road lines and other ways for all purposes and as occasion may require, provided that in the exercise of such liberty and power by such other lessee or person no substantial hindrance or interference shall be caused to or with the liberties, powers and privileges of the lessees under these presents and that fair compensation as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government shall be made to the lessees to all loss or damage, substantial hindrance or interference shall be caused to or with the exercise by such lessee or person of such liberty and power.

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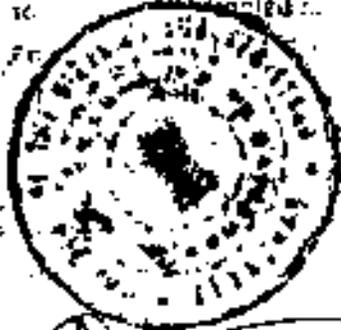
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PART-V

RENT AND ROYALTIES RESERVED BY THIS LEASE

To pay dead rent
or royalty
whichever is
higher.

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

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

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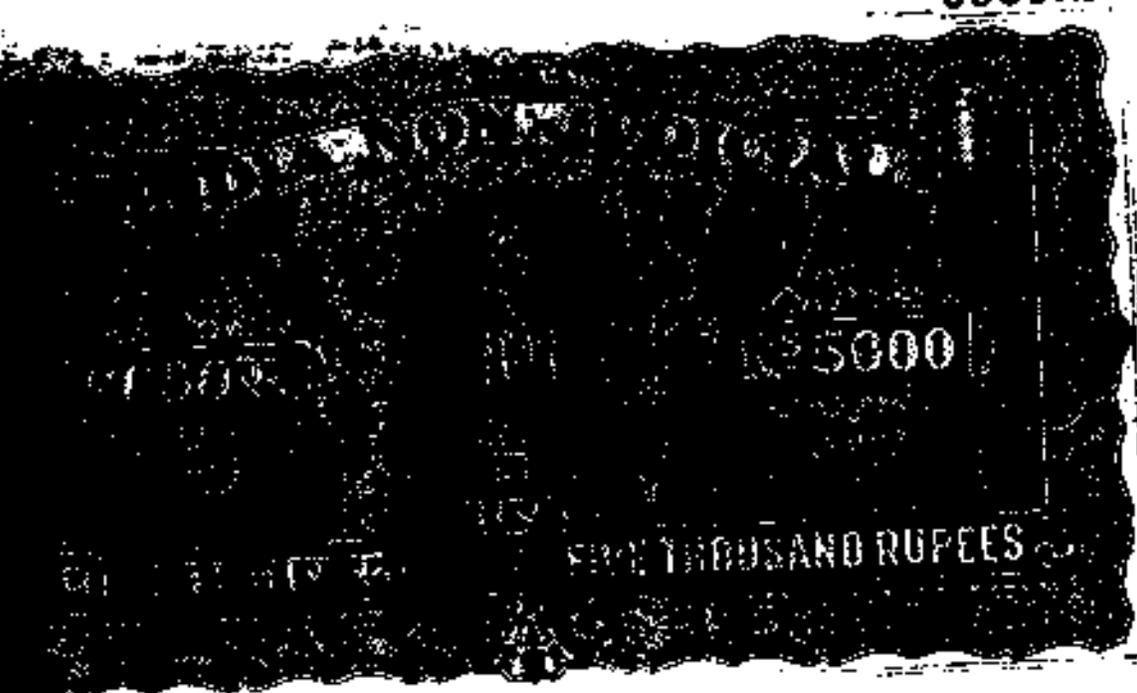
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Rate and mode of payment of dead rent.

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

Rate and mode of payment of royalty

3. Subject to the provision of clause 1 of this part, the lessees shall during the subsistence of this lease pay to the State Government at such times and in such manner as the State Government may prescribe royalty in respect of any mineral minerals removed by them from the leased area at the rate for the time being specified in the Second Schedule to the Mines and Minerals (Regulation and Development) Act, 1957.

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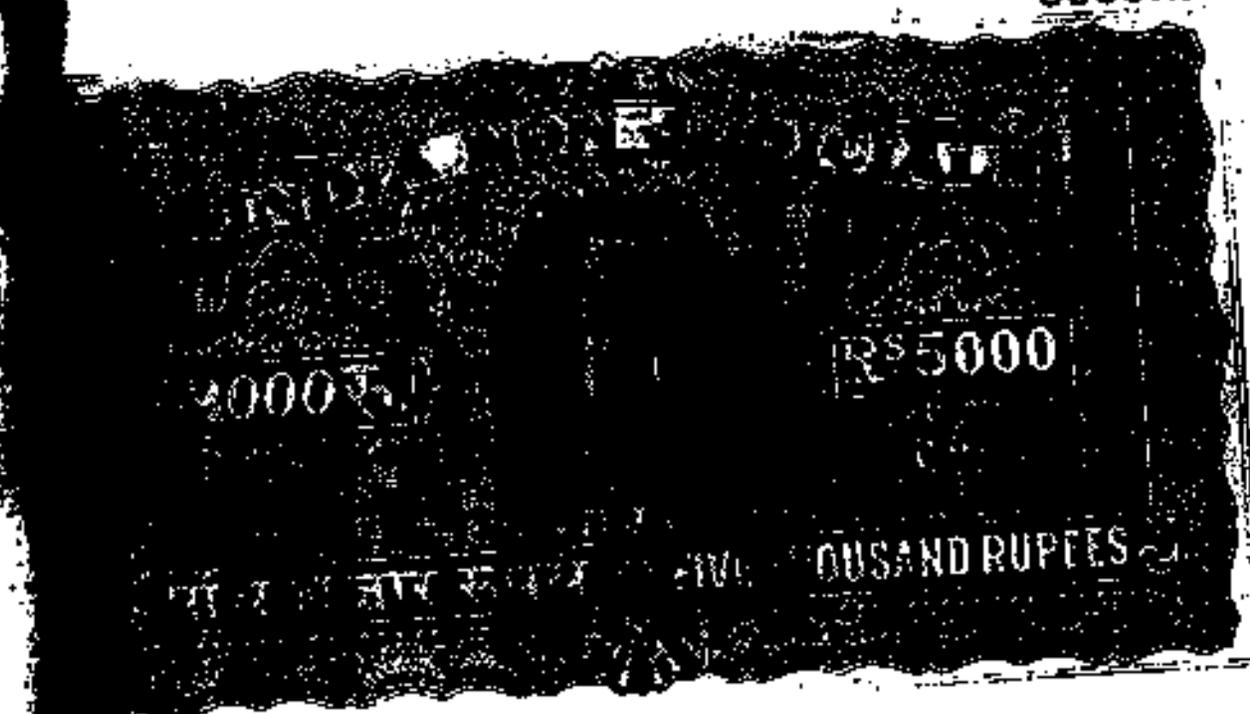


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Payment of surface rent and water rate.

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

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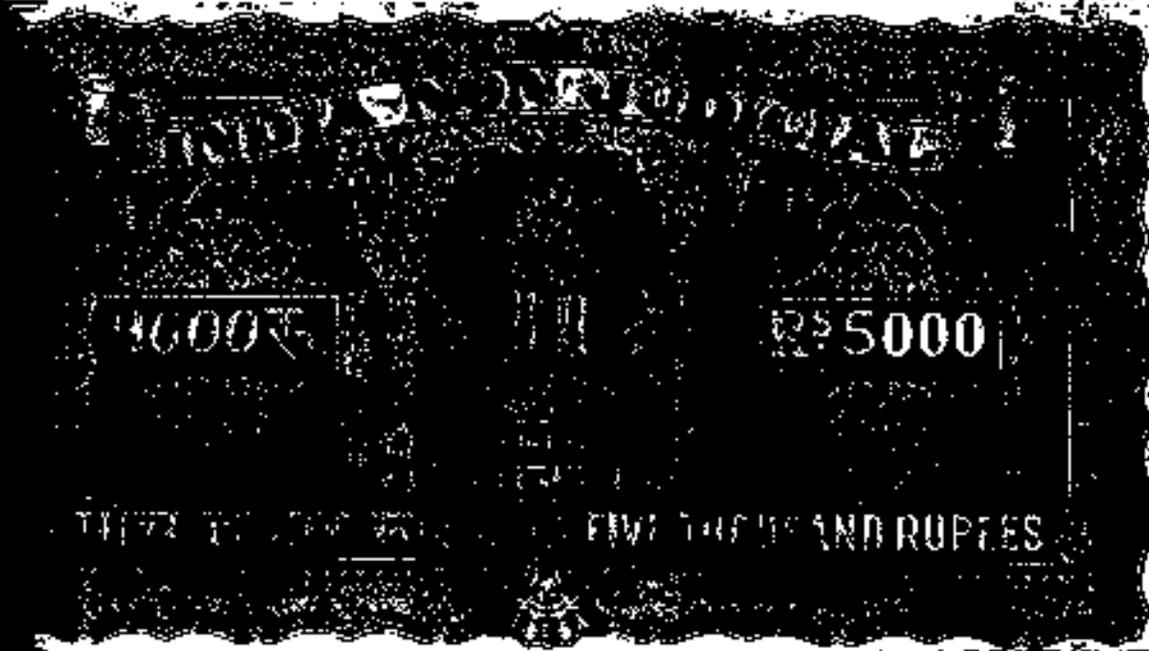


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PART-VI

PROVISIONS RELATING TO THE RENTS AND ROYALTIES.

Rent and royalties to be free from deduction etc.

1. The rent, water rate and royalties mentioned in Part V of this Schedule shall be paid free from any deductions to the State Government at Koorjhar Treasure and such manner as the State Government may prescribe PROVIDED ALWAYS and it is hereby agreed that Rs. 2000/- (Rupees Two thousand) only the balance standing to the credit of the lessees on account of the deposit made by them as licensees over an area which included the said lands shall be retained and accepted by the State Government in satisfaction of the rents and royalties mentioned in Part V until they reach that amount.

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FEDERAL BUREAU OF INVESTIGATION
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Mode of
Computation of
royalty.

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

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

“(a) Notwithstanding any proof that may be produced by the lessees of sale at pit's mouth of the ore at any lower price, for the purpose of calculation of royalty, the sale price at the pit's mouth shall be calculated back from the price of the ore of recognized markets for the ore in the country. The State Government shall declare from time to time the Commercial Bulletins or Government Statistical Bulletins from which the prevailing price shall be ascertained for

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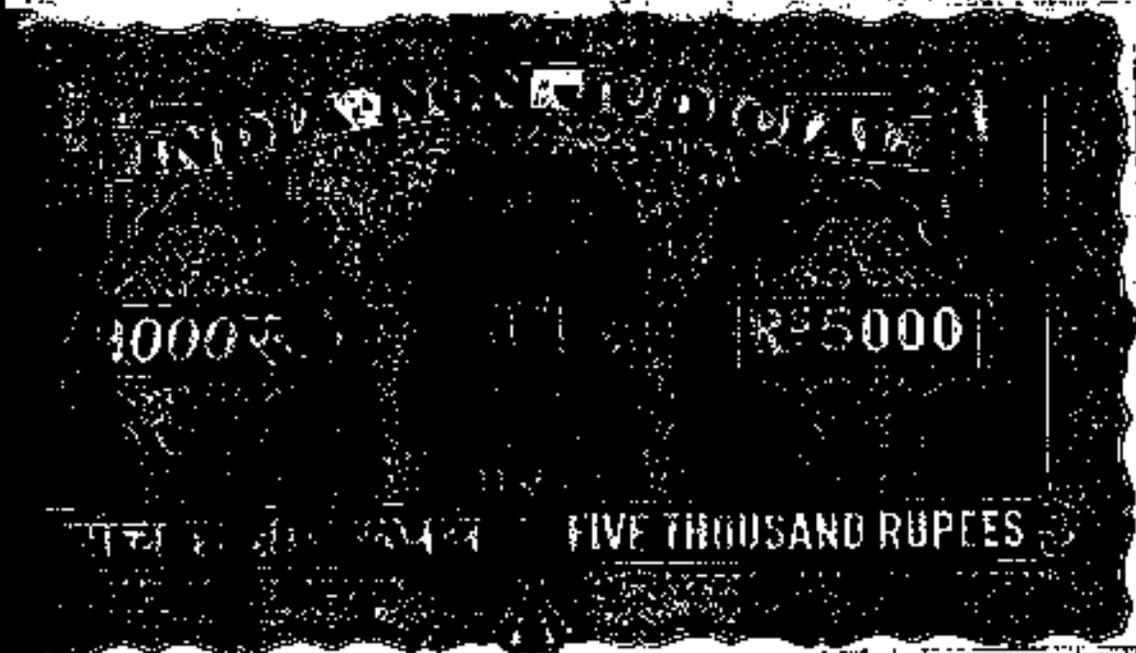
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the important markets for the mineral. The State Government shall also declare from time to time what they consider fair price of the mineral at the market or markets recognized by the trade and also what they consider fair transport and handling charges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

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

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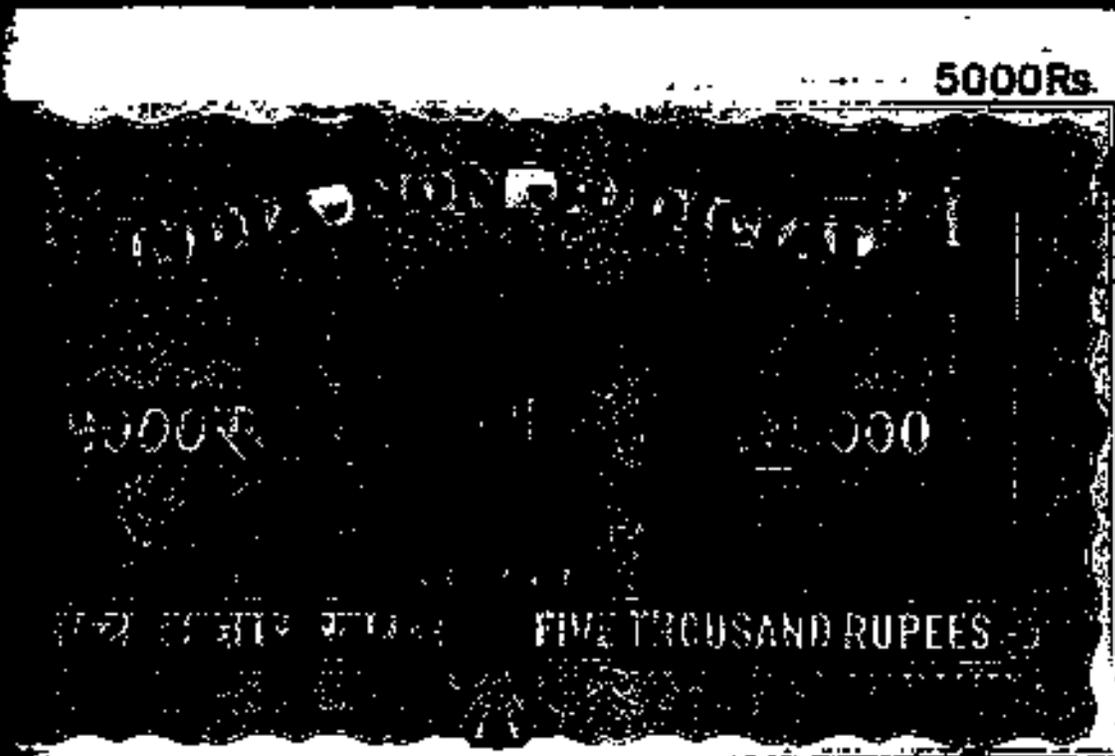
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The lessee shall, before despatch, whether the ore has been sold at site or not, or before, beneficiation shall grade the ore into such qualities as may be prescribed by the State Government and every consignments despatched or sent for beneficiation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

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

Courses of action
If rents and royalties are not paid in time.

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

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PART-VII

THE COVENANTS OF THE LESSEE / LESSEES

Lessee to pay
rents and
royalties, taxes
etc.

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

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maintain and keep boundary marks in good order.

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

2. The lessees shall at his/their own expense erect and at all times maintain and keep in repair boundary marks and pillars according to the demarcation to be shown in the plan annexed to this lease. Such marks and pillars shall be sufficiently clear of the shrubs and other obstructions as to allow easy identification.
3. The lessees shall commence operation within one year from the date of execution of the lease and shall thereafter at all times during the continuance of this lease search for, win, work and develop the said minerals without voluntary intermission in a skillful and workman like manner and as prescribed under clause 12 hereinafter without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops buildings, structures or other property thereon. For the purposes of this clause operations shall include erection of machinery laying of a tramway or construction of a road in connection with the mine.

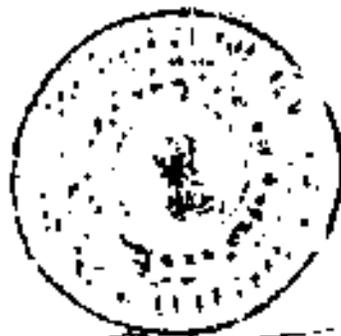
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To indemnify Government against all claim.

4. The lessees shall make and pay such reasonable satisfaction and compensation as may be assessed by lawful authority in accordance with the law in force on the subject for all damage, injury or disturbance which may be done by them in exercise of the powers granted by this lease and shall indemnify and keep indemnified, fully and completely the State Govt. against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith.

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

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

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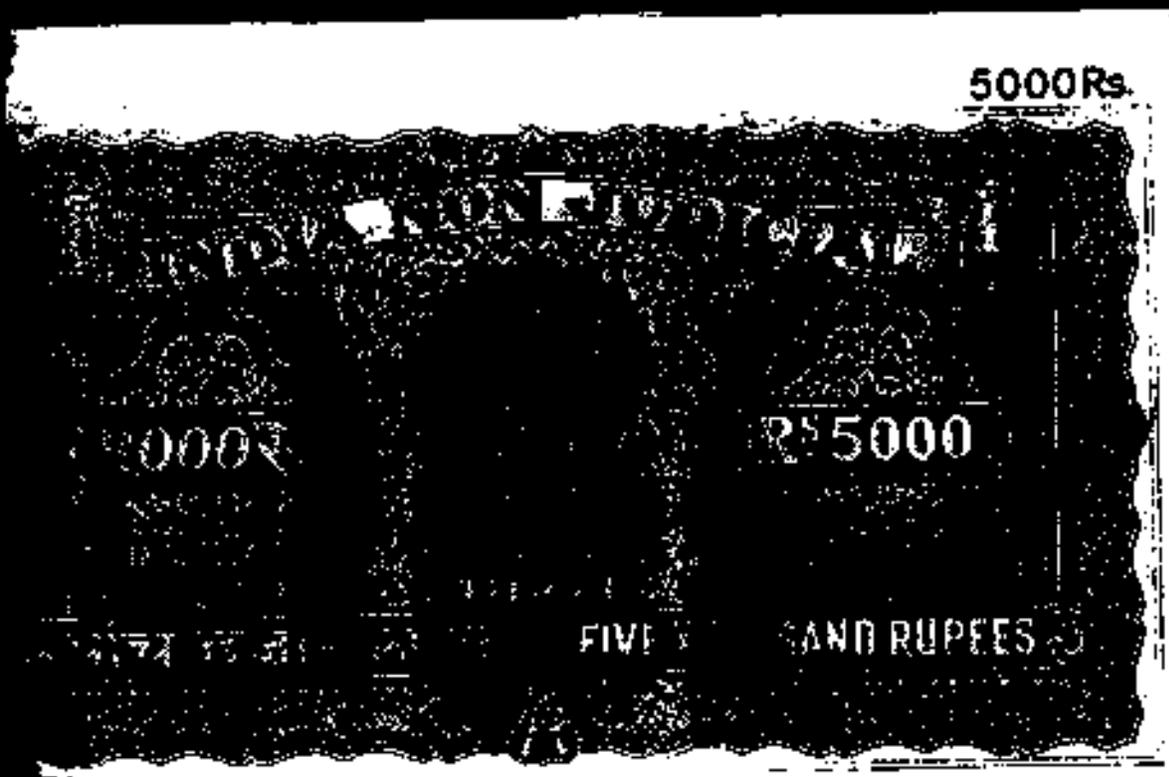
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To strengthen and support the mine to necessary extent.

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

to allow inspection of workings.

7. The lessees shall allow any officer authorised by the Central Government or the State Government in that behalf to enter upon the premises including any building, excavation or land comprised in the lease for the purpose of inspecting, examining surveying, prospecting and making plans thereof sampling and collecting and data and the lessees shall with proper person employed by the lessees and acquainted with the mines and work effectually assist such officer, agents servants and workmen in conducting every such inspection and shall afford them all

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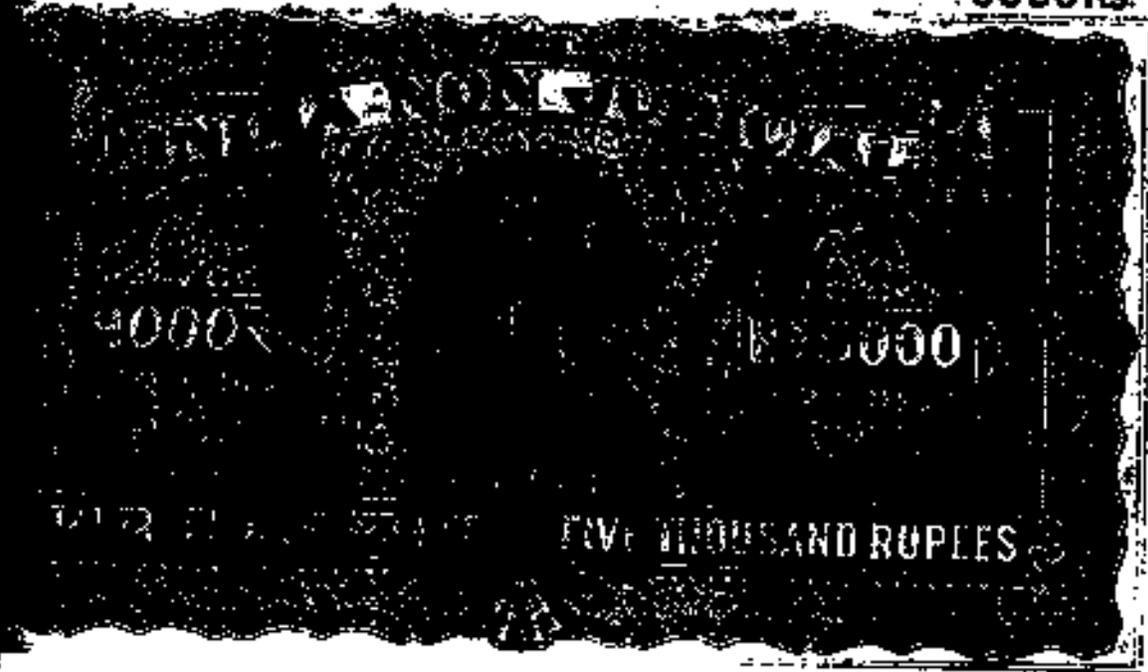
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facilities, information connected with the working of the mines which they may reasonably require and also shall and will conform to and observe all orders and regulations which the Central and State Governments as the result of such inspection or otherwise may, from time to time, see fit to impose.

To report 8.
accident.

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

BERAJUDDIN & CO.

Jt. Managing Partner

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report
discovery of
other mineral.

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

to keep records
and accounts
regarding
production and
employees etc.

10. The lessees shall at all time during the said term keep or cause to be kept at an office to be situated upon or near the said lands correct and intelligible books of accounts which shall contain accurate entries showing from time to time :-

RAJUDDIN & CO
Managing Partner

Quantity and quality of the said mineral/minerals realised from the said lands.

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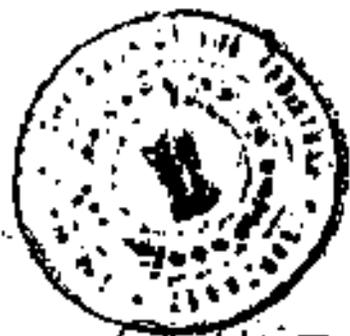
- (2) Quantity of the various qualities of ores beneficiated or converted (for example coal converted into coke).
- (3) Quantities of the various qualities of the said minerals/ mineral sold and exported separately.
- (4) Quantities of the various qualities of the said minerals/ mineral otherwise disposed of and the manner and purpose of such disposal.
- (5) The prices and all other particulars of all sales of said minerals/minerals.
- (6) The number of persons employed in the mines or works or upon the said lands specifying nationality, qualifications and pay of the technical personnel.

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Managing Partner

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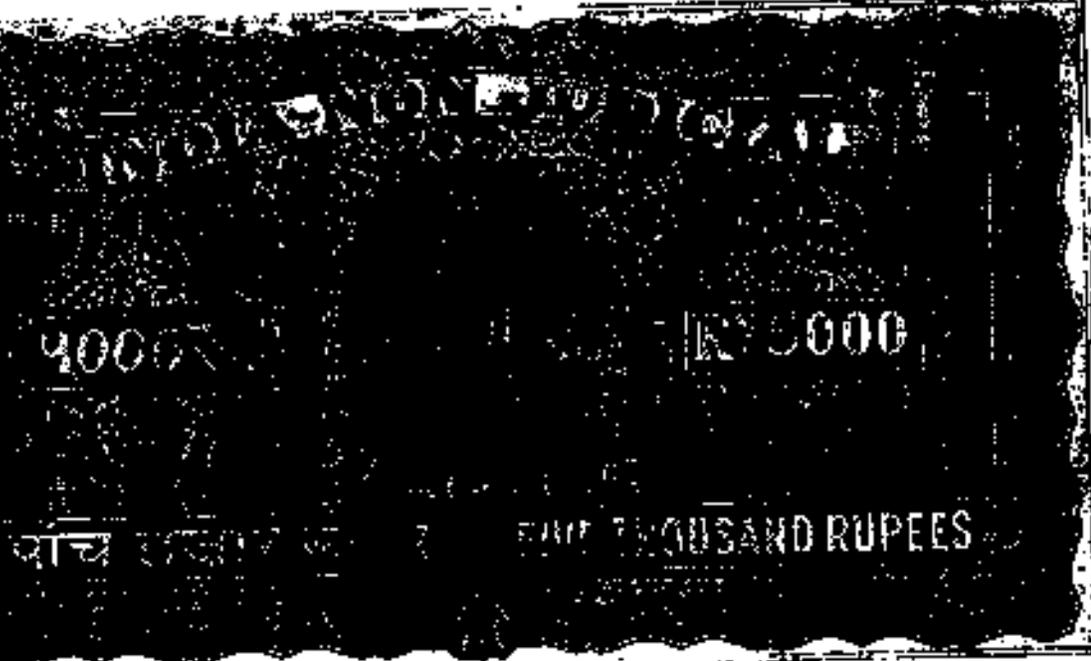
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BENJAMIN

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(7) Such other facts, particulars and circumstances as the Central or the State Governments may from time to time require and shall also furnish free of charge to such officers and as such times as the Central and State Governments may appoint true and correct abstract of all or any such books of account and such information and returns to all or any of the matters aforesaid as the State Govt. may prescribe and shall at all reasonable time allow such officers as the Central Government or State Government shall in that behalf appoint to enter into and have free access to the said officers for the purpose of examining and inspecting the said books of accounts, plans and records and to

BERAJUDDIN & Co. make copies thereof and make extracts therefrom.

Managing Partner

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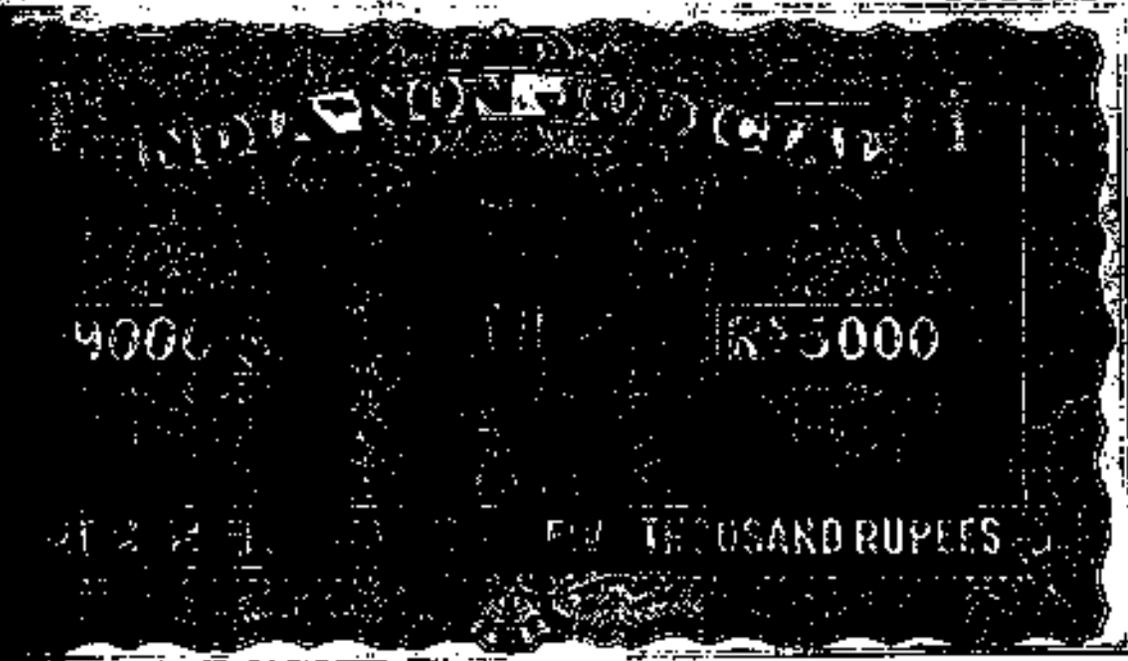


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[63]

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

ERAJUDDIN & CO.
J. Managing Partner

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[64]

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

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

PERAJUDDIN & P.A.
Managing Partner

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

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27/5/99

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Date: 27/5/99
Kuala Lumpur

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Dear Sir,
I am writing to
inform you that
the goods have
been received.

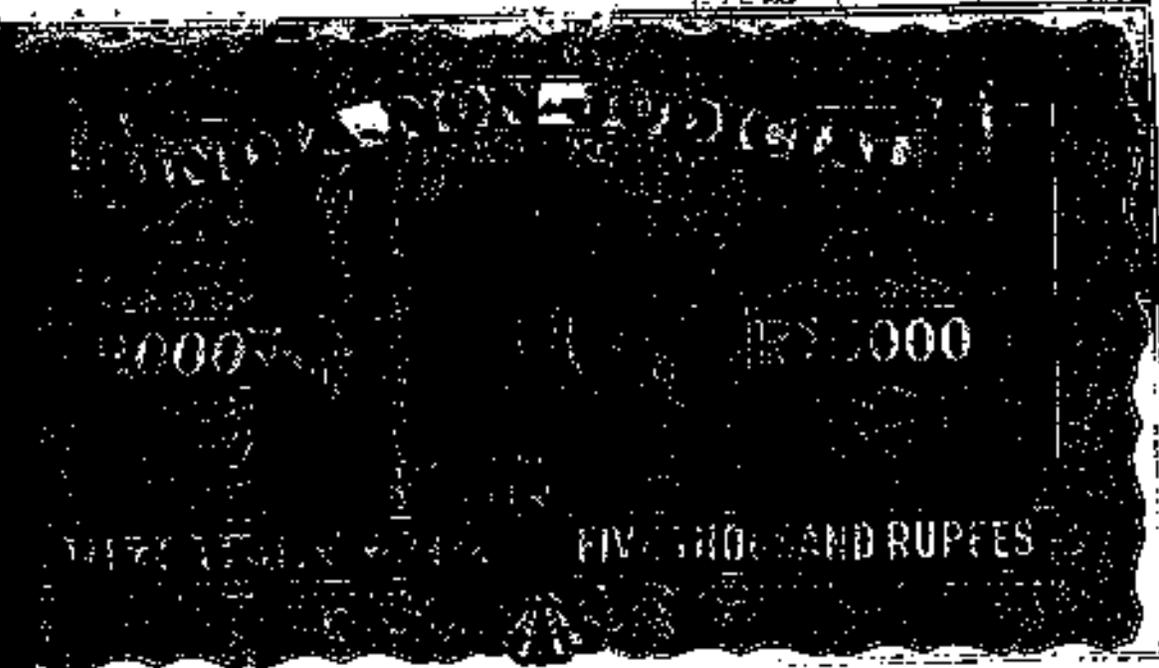


[Signature]
SPECIAL AGENT
KUALA LUMPUR

Yours faithfully,
[Signature]

Enclosed are the
documents for
your reference.

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(65)

- 11-B. The lessee shall comply with provisions of the Mines Act, 1952 and the rules made thereunder.
- 11-C. The lessee shall take measures for the protection of environment like planting of trees, reclamation of land, use of pollution control devices, and such other measures as may be prescribed by the Central or State Government, from time to time, at his own expense.
- 11-D. The lessee shall pay compensation to the occupier of the land on the date and in the manner laid down in these rules.
- 11-E. The lessee shall, in the matter of employment, give preference to the tribals and to the persons who became displaced because of the taking up of mining operations.

By *[Signature]*
JL. Managing Partner

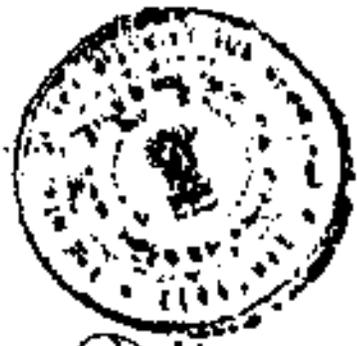
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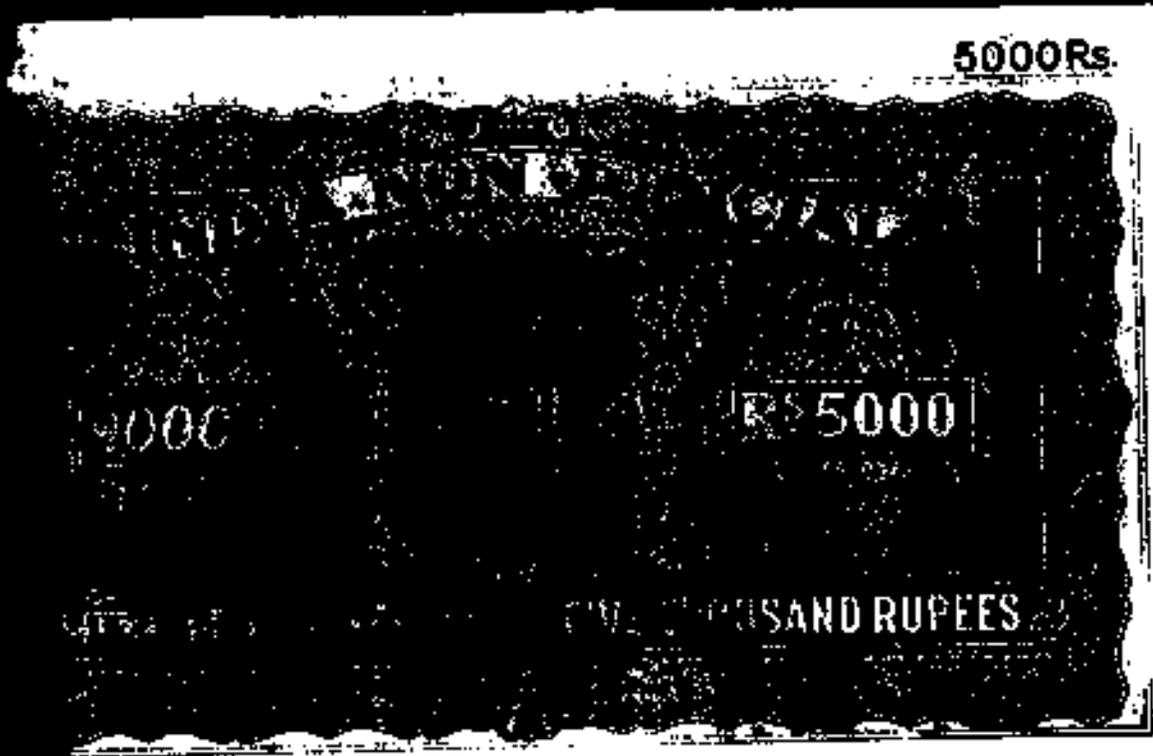
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SACHTERING OFFICER
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- Act 67 of 1957. 12. The lessee shall be bound by such rules as may be issued from time to time by the Government of India under section 19 of the Mines and Minerals (Regulation and Development) Act, 1957 (Act 67 of 1957) and shall not carry on mining or other operations under the said lease in any way other than as prescribed under these rules.
13. Unless specifically exempted by the State Govt. the lessees shall provide and at all times keep at or near the pit head or each of the pit heads at which the said minerals shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or cause to be weighed thereon all the said minerals from time to time, brought to bank, sold, exported and converted and also the converted products and shall at the close of each day cause the total weights, ascertained by such means of the said means of the said minerals, ores

provide
weighing
machine.

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Managing Partner

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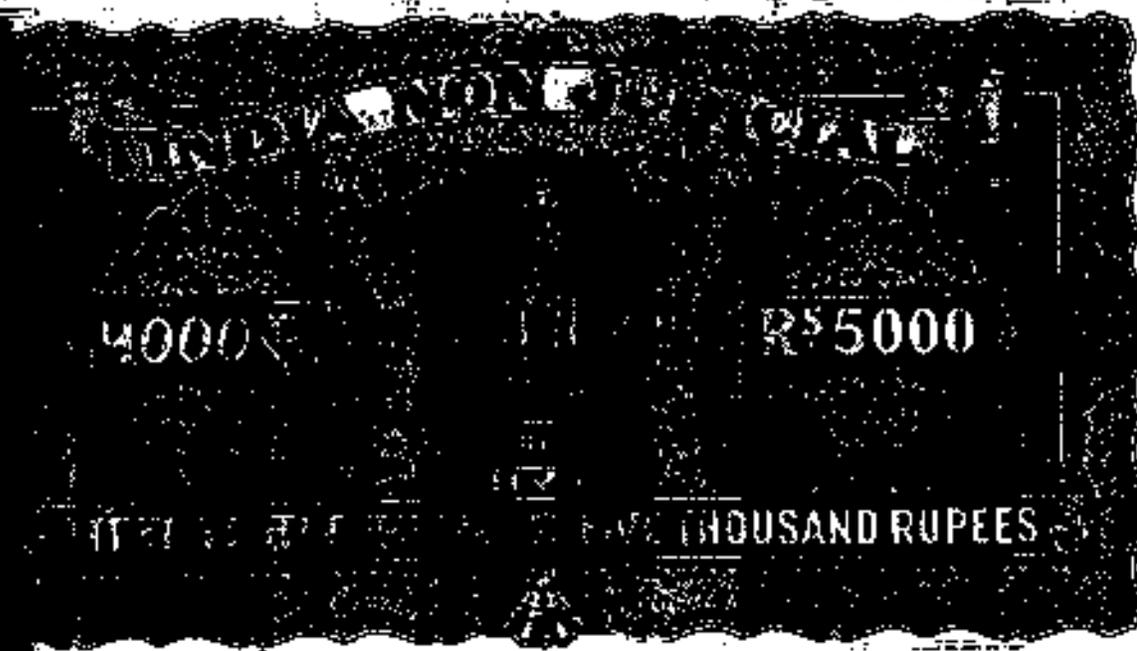
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products raised sold, exported and converted during the previous twenty four hours to be entered in the aforesaid books of accounts. The lessees shall permit the State Government at all times during the said term to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessees. The lessees shall give 7 days previous notice in writing to the Deputy Commissioner/Collector of every such measuring or weighing in order that he or some officer on his behalf may be present thereat.

allow test of weighing machine.

The lessees shall allow any person or persons appointed in that behalf by the State Government at any time or times during the said term to examine and test every weighing machine to be provided and kept as aforesaid and the weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such

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Managing Partner

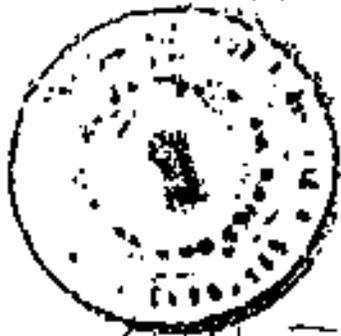
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WASHINGTON

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SECRETARY OF THE
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examination or testing any such weighing machine or weights shall be found incorrect or out of repair or order the State Government may require that the same be adjusted, repaired and put in order by and at the expense of the lessees and if such requisition be not complied with within fourteen days after the same shall have been made the State Government may cause such weighing machine or weights to be adjusted, repaired, and put in order and the expense of so doing shall be paid by the lessees to the State Government on demand and if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to the prejudice of the State Government such error shall be regarded as having existed for three calendar months previous to the discovery thereof or from the last occasion of so examining

MR. BERAJUDDIN
Managing Partner

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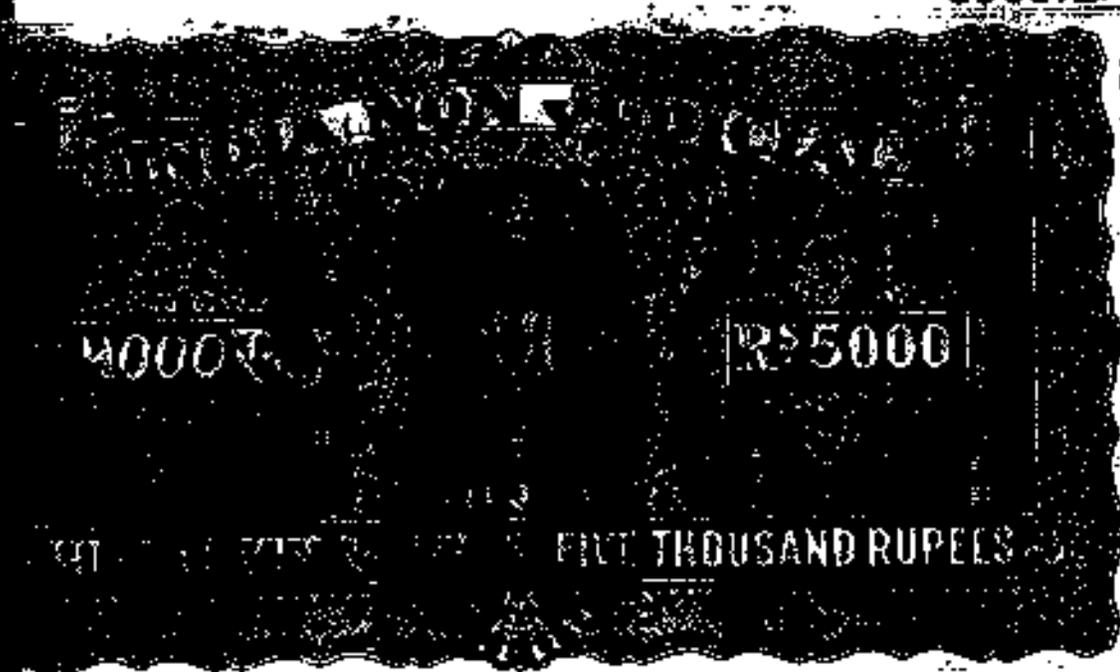
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REGISTERING OFFICES
WASHINGTON

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[09]

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

to pay
compensation for
injury of third
parties.

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

BERAJUDDIN & CO.

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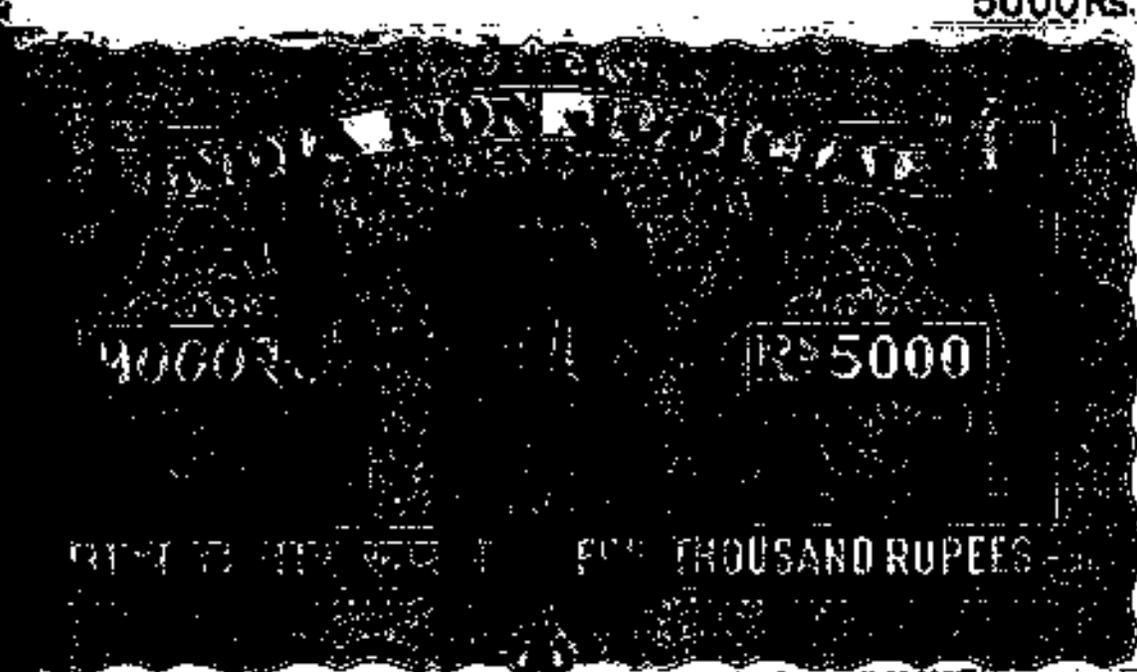


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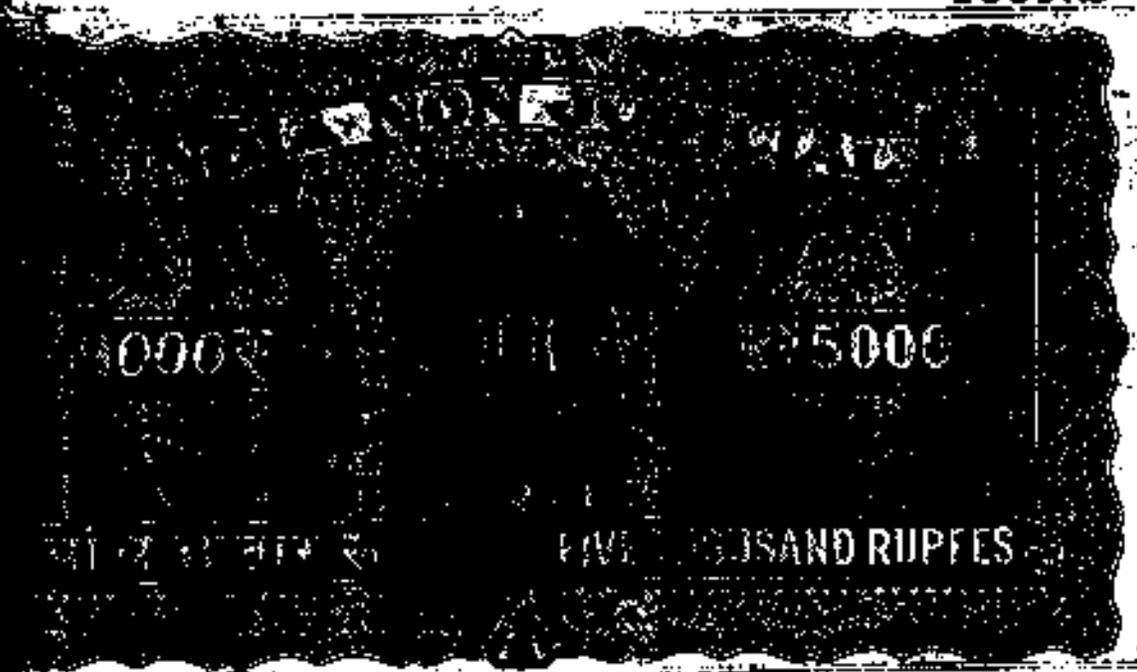
not to obstruct working of other minerals.

16. The lessees will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working within the said lands of any minerals not included in this lease and shall at all times afford to the Central and State Government and to the holders of prospecting licences or mining leases in respect of any such minerals or any minerals within any land adjacent to the said lands as the case may be reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting working, developing and carrying away the same provided that the lessee/lessees shall receive reasonable compensation for any damage or injury which he/they may sustain by reason or in consequence of the use of such passage by such lessees or holders of prospecting licences.

SEFAJUDDIN & CO

Managing Partner

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Transfer of lease.

17. (1). The lessees shall not, without the previous consent in writing of the state Government and in the case of mining lease in respect of any mineral specified in the First Schedule to the Act, without the previous approval of the Central Government.

- (a) assign, subject, mortgage, or in any other manner transfer the mining lease, or any right, title or interest therein, or
- (b) enter into or make any arrangement, contract or understanding whereby the lessees will or may be directly or indirectly financed to a substantial extent, by or under which the lessee's operations or undertakings will or may be substantially controlled by, any person or body of persons other than the lessees :

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

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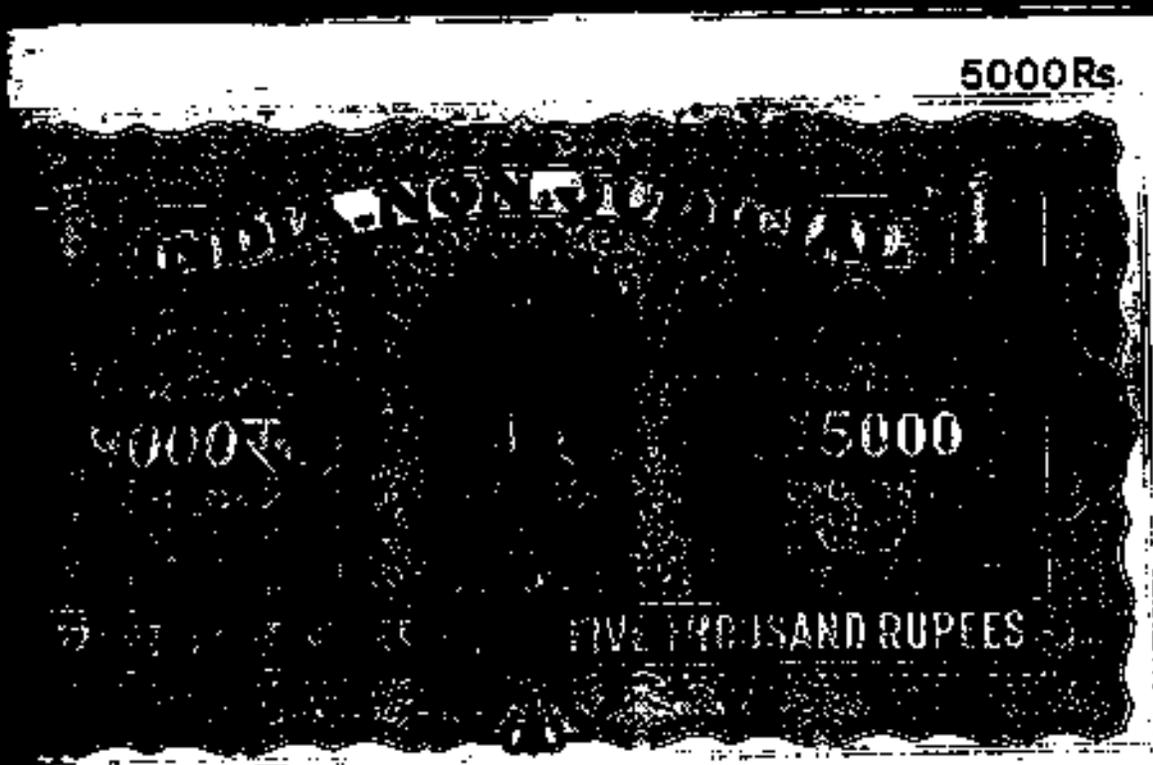
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Statement of assignment



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(2) Without prejudice to the above provisions the lessees may, subject to the conditions specified in the proviso to Rule 95 of said Rules, transfer this lease or any right, title or interest therein, to a person who has filed an affidavit stating that he has filed up to-date income tax returns, paid income tax assessed on him and paid the income tax on the basis of self-assessment as provided in the Income Tax Act, 1961 (43 of 1961), on payment of five hundred rupees to the State Government:

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

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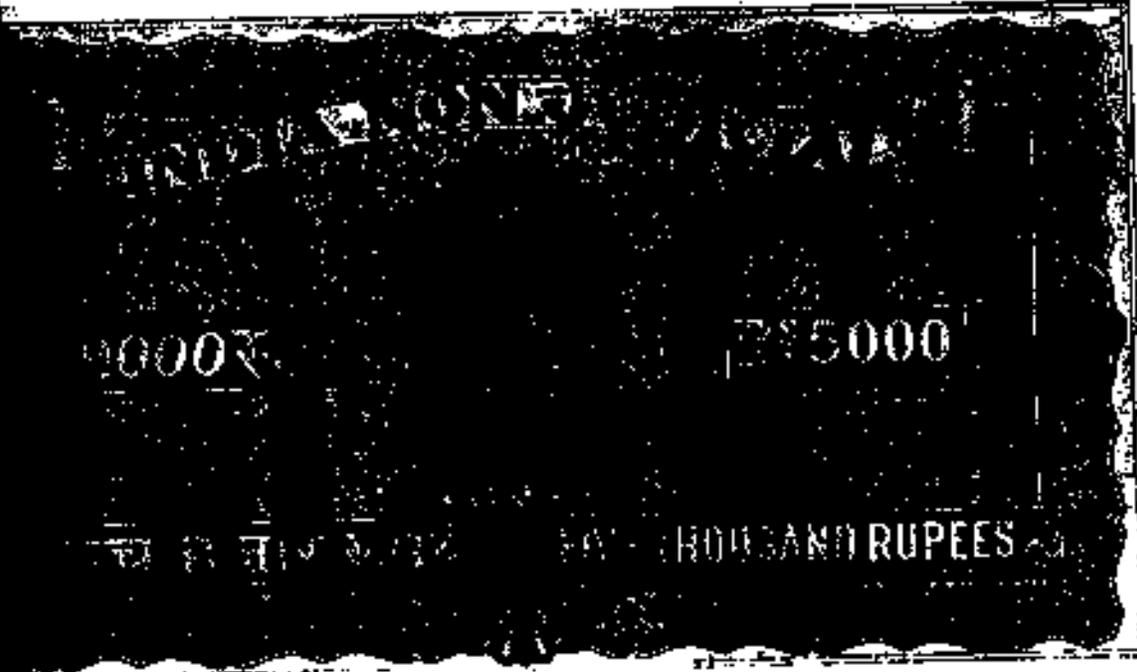
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Provided further that where the mortgage is an institution or a Bank or a Corporation specified in Schedule V, it shall not be necessary for any such Institution or Bank or Corporation to meet with the requirement relating to Income Tax and the said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

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

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

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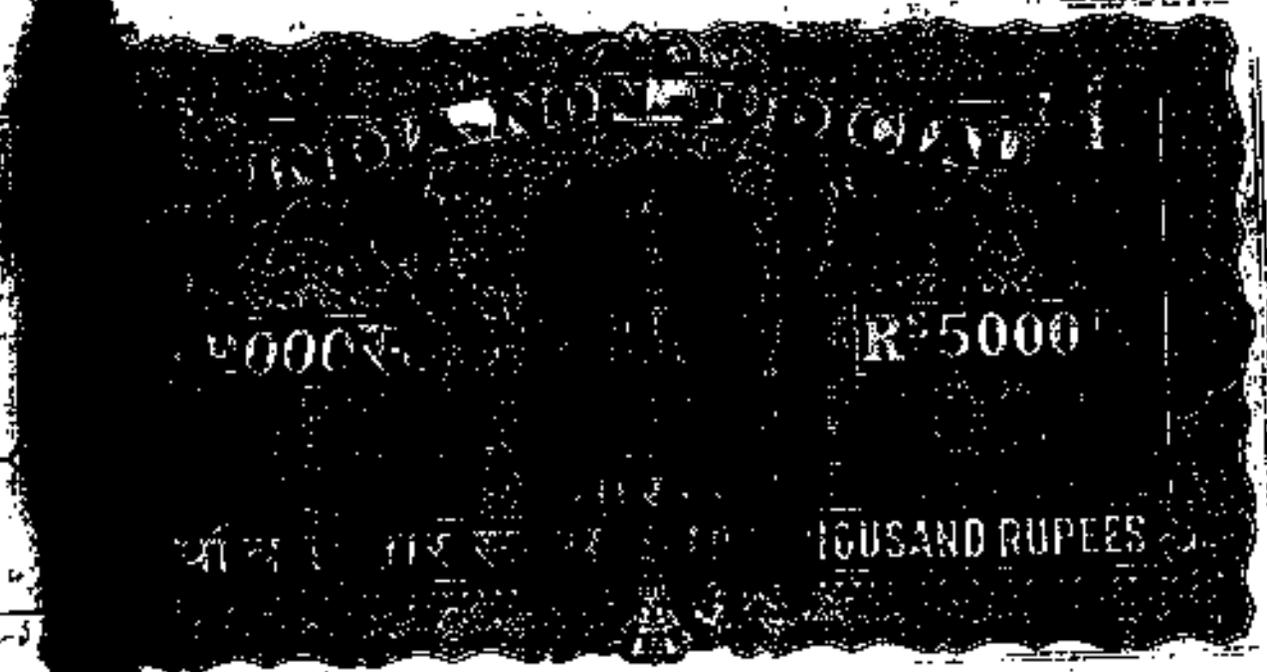
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Not to be
financed or
controlled by Trust,
Corporation, Firm
or Person.

18. The lease shall not be controlled and the lessees shall not allow themselves to be controlled by any Trust, Syndicate, Corporation, Firm or person except with the written consent of the Central Government. The lessees shall not enter into or make any arrangement compact or understanding where by the lessees will or may be directly or indirectly financed by or under which the lessees' operations or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any Trust, Syndicate, corporation, Firm or person, unless with the written sanction given prior to such arrangement compact or understanding being entered into or made of the Central Government and any or every such arrangement compact or understanding being entered

For SERAJUDDIN & CO.
Jl. Managing Partner

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

RAJUDDIN & CO.

Jt. Managing Partner



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Lessee shall
repell any
additional
amount
necessary.

19. Whenever the security deposit of (Rs. 2,000/-) or any part thereof or any further sum hereafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the Central or State Government pursuant to the power in hereinafter declare in that behalf the lessee/lessees shall deposit with the State Government such further sum as may be sufficient with the unappropriated part thereof to bring the amount in deposit with the State Government up to the sum of Rs.1,000/-.

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Delivery of
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order to State
Government
after
determination of
lease.

20. The lessees shall at the expiration or sooner determination of the said term or any renewal thereof deliver up to the State Government all Mines, Pits, Shafts, Inclines, Drifts, Levels, Waterways, Airways and other works now existing or hereafter to be sunk or made on or under the said lands except such as have been abandoned with the sanction of the State Government and in any ordinary and fair course of working all engines, machinery, plant buildings, structures, other works and conveniences which at the commencement of the said term were upon or under the said lands and all such machinery set up by the lessees below ground which cannot be removed without causing injury to the mines or works under the said

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Managing Partner

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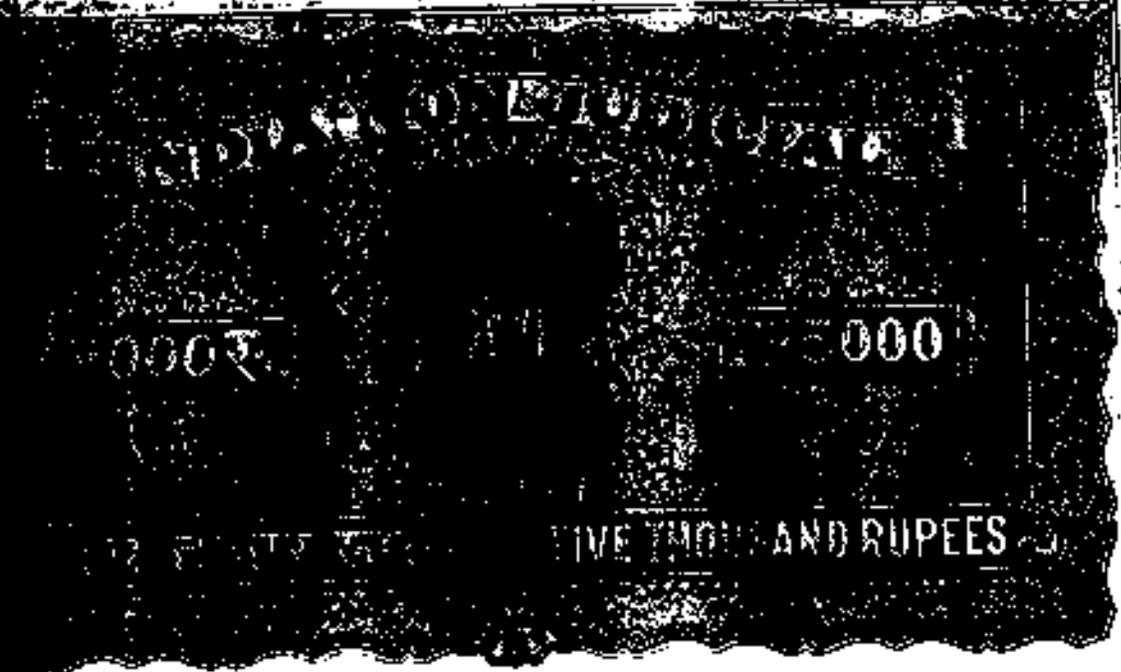
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MONTREAL

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lands (except such of the same as may with the sanction of the State Government have become disused) and all buildings and structures of bricks or stone erected by the lessees above ground level in good repair order and condition and fit in all respects for further working of the said mines and the said minerals.

of pre-emption.

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

M. BERAJUDDIN & CO.
 Jt. Managing Partner

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Office Clerk
U.S. Treasury
WASHINGTON



William

WILLIAM W. WOODS
WASHINGTON

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FIVE THOUSAND RUPEES

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

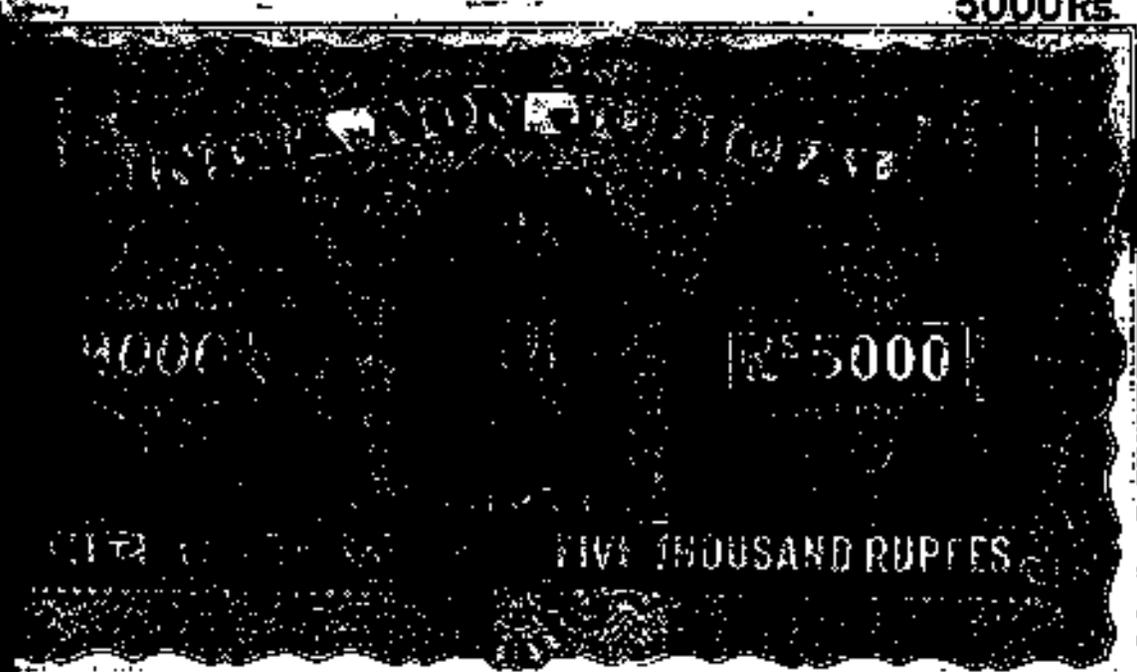
- (b) Should the right of pre-emption conferred by this present provision be exercised and vessel chartered to carry the minerals or products thereof procured on behalf of the State Government or the Central Government be detained on demurrage at the port of loading the lessees shall pay the amount due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

SERAJUDDIN & CO

Managing Partner

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

MOHAMMAD RAJUDDIN & CO
Jt. Managing Partner

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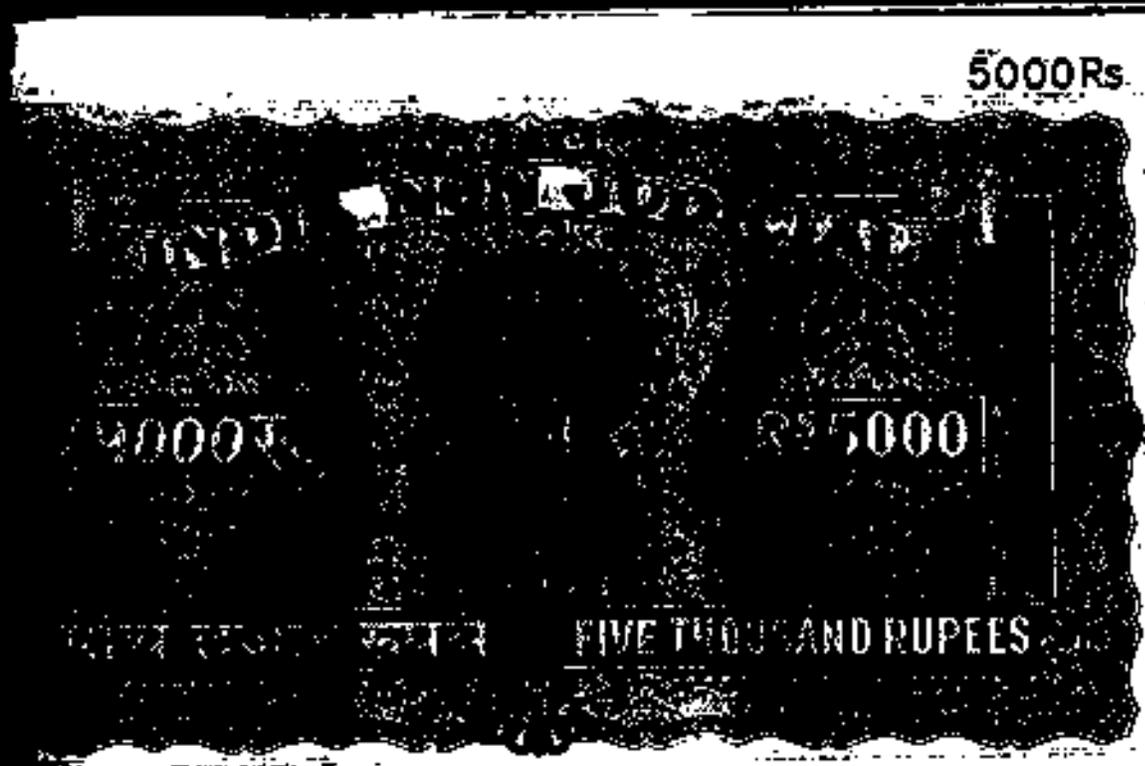
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(d) In the event of the existence of State of War or emergency (of which existence the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be conclusive proof), the State Government with the consent of the Central Government shall from time to time and all times during the said term have the right (to be exercised by a notice in writing to the lessees) (forthwith take possession and control of the works, plant, machinery and premises of the lessees) on or in connection with the said lands or operations under this lease and during such possession or control the lessees shall conform to and obey all directions given by or on behalf of the Central Govt. or State Government regarding the use or

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Jt. Managing Partner

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[83]

employment of such works, plants, premises and minerals PROVIDED THAT fair compensation which shall be determined in default of agreement by the State Govt. shall be paid to the lessees for all loss or damage sustained by him/them by reason or in consequence of the exercise of the powers conferred by this clause and PROVIDED ALSO that the exercise of such powers shall not determine the said term here by granted, or affect the terms and provision of these presents further that may be necessary to give effect to the provisions of this clause.

for SEHAJUDDIN & CO.
Jt. Managing Partner

(Asad M. K. Rahman)

Collector
SEONJHA

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State Clerk
Mad. T. ...

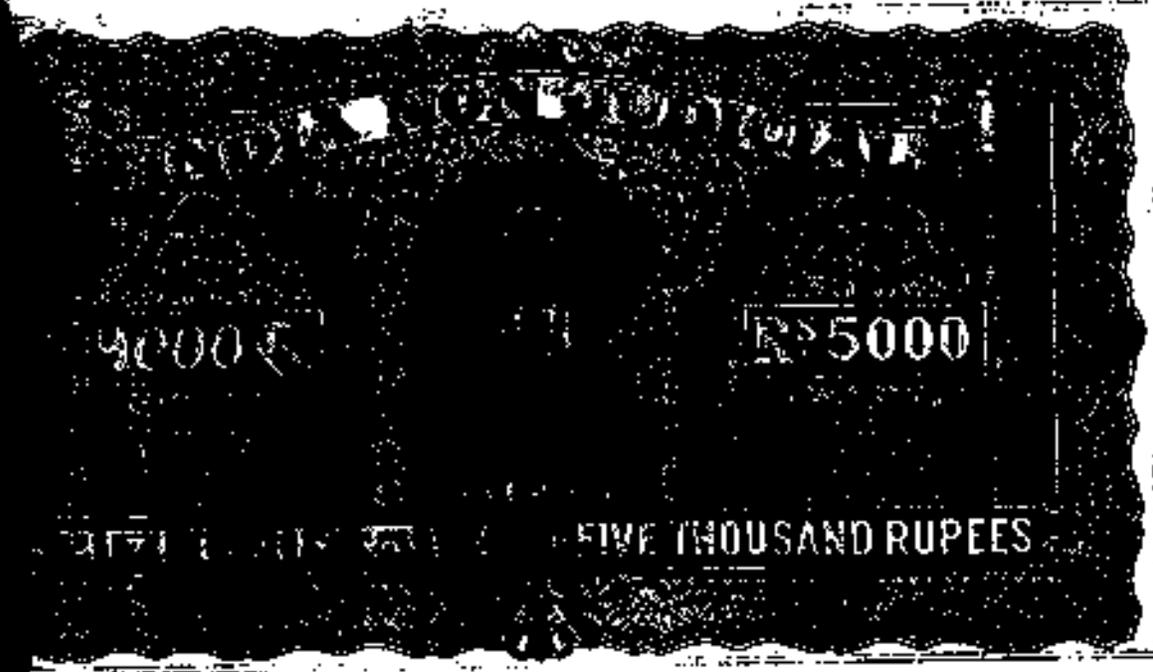
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(84)

Conditions in case of limestone/dolomite/marble etc.

(21-A.) Subject to the rights of the state Government and the obligations of the lessee under Clause 21 above, the lessee hereby undertakes that, in respect of all flux or felling grade, limestone/dolomite/marble (that is, with acid insolubles of Alumina and Silica less than 15 per cent) he shall win from the leased area, the lessee shall

(a) Offer the first option of purchase to the Hindustan Steel limited, Ranchi at such price, and other terms as may be agreed upon between the lessee and the said H.S.L. in advance from year to year (such price and terms being no less favourable than those prevalent in the particular year in the market), and

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Managing Partner

Collector
KONJHA

SOLD to Mr. Seagull & Co, Calcutta

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D. H. S.
REGISTRAR GENERAL
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(b) to the extent, the said Hindustan Steel Limited do not exercise that first option in the particular year offer the second option of purchase to any other steel plant in the country, at such price and other terms as may be agreed upon between the lessee and such other steel plant, before otherwise disposing of such limestone dolomite, marble.

(c) In the event of any disagreement or dispute arising between the lessee and the said Hindusthan Steel Limited (or other steel plant) relating to the price or any other terms or any other matters relating to the exercise of the options aforesaid, the point of dispute shall be referred to the State Government for decision provided further that, in case the lessee or the said Hindusthan Steel Limited (or other steel plant) is

for **ABRAJUDDIN & CO**
Managing Partner

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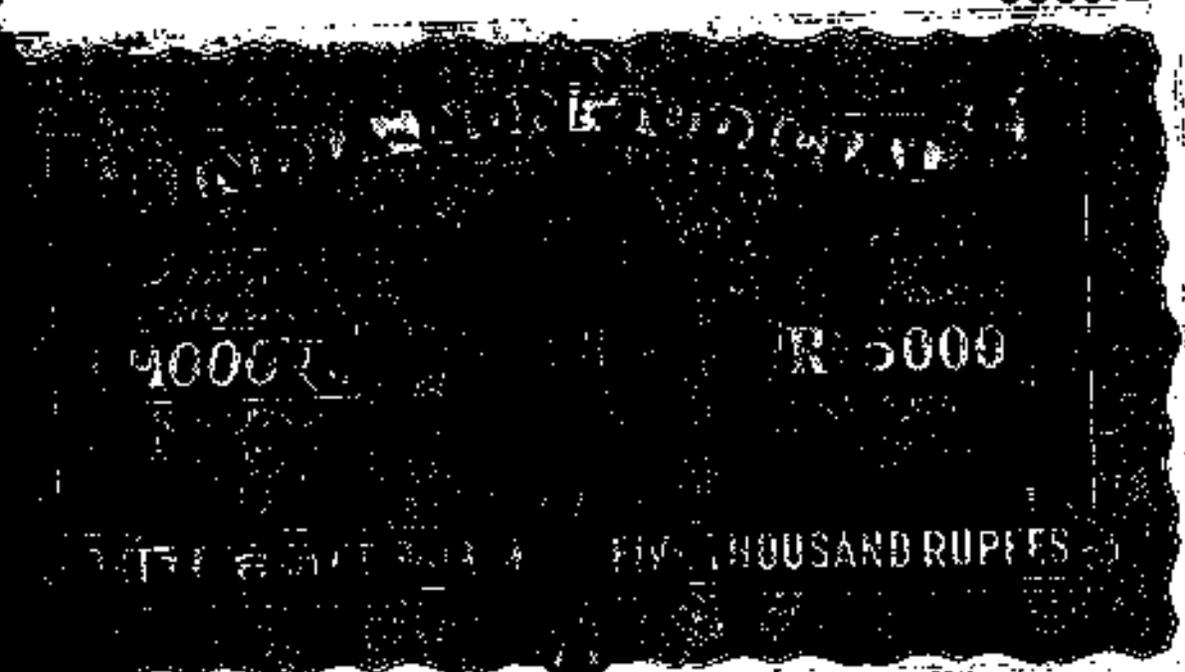
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[88]

still aggrieved by the decision of the State Government on such point, the matter shall be referred to the Secretary to the Government of India in the Ministry of Mines and Fuel and the decision of the said Secretary or of any officer nominated by him for the purpose, as the case may be, shall be final and binding on all concerned."

Employment of
Foreign National.

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

Recovery of
expenses
incurred by the
State
Government

23. If any of the works or matters which in accordance with the covenants in that behalf hereinbefore contained are to be carried out or performed by the lessees be not so carried out or performed within the time specified in that behalf, the State Government may cause the same to be carried out or performed and the lessees shall pay the State Government on demand

BY SERAJUDDIN & CO.

Jt. Managing Partner

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all expenses which shall be incurred in such carrying out or performance of the same and the decision of the State Govt. as to such expenses shall be final.

Furnishing of 24. The lessee shall furnish :-
geophysical data.

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

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

SERAJUDDIN & CO.

Managing Partner

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FIVE THOUSAND RUPEES

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

Special conditions in case of graphite only

25. (i) If it is decided to set up an industry based on graphite in the Public Sector, the lessee/lessees would surrender his rights to the Government (State or Central) on compensation as may be decided by the Union Government under Article 31 of the Constitution;
- (ii) If the lessee is allowed to set up an industry based on graphite he would abide by such terms and conditions as may be prescribed by the State Government;
- (iii) If the Graphite industry is allowed to be set up in the private sector by a party other than the lessee, the lessee should agree to accept such rates for the ore to be supplied as may be fixed by the State/Central Government from time to time;

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Managing Partner

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