

REVIEW OF MINING PLAN
(PREPARED UNDER RULE 17(2) OF THE MINERALS (OTHER THAN ATOMIC AND
HYDROCARBONS ENERGY MINERALS) CONCESSION RULES, 2016)

WITH
PROGRESSIVE MINE CLOSURE PLAN
(Under Rule-23 of MCDR, 2017)
OF

ML area of Raikela-Bahamba-Tensa Iron & Manganese mines over
172.00 acres or 69.606 hectares in Sundargarh district, Odisha.

(FOR THE PERIOD 2021 -22 TO 2025-26)

Registration under Rule 45 of MCDR - U/R 45 of MCDR, 1988 -IBM/5881/2011
Status of Lease Area

Category	Forest Land	Non-Forest Land	Date of execution	Date of expiry
A-OTFM	67.352 Ha	2.254 Ha	17.04.86	16.04.2036 (the lease is likely to be extended up to 16.04.2036 under section 8A(6) of the MMDR (Amendment) Act, 2015)

Lessee:-Late Sri Chandi Prasad Sharma

Anil Kumar Sharma, Legal Heir & Power of Attorney Holder
Amlatola, P.O- Chaibasa-833201
West Singhbhum, Jharkhand.
Mob:- 9471579161 , 9937098707, Fax 0658-2256909
E-mail- akscbasa@gmail.com

Prepared by
Chandrabhanu Das,
Qualified Person

Geo Consultants Pvt. Ltd.
853, Gobind Prasad (Medical Lane)
Infront of Reliance fresh (Radhika Complex)
Bhubaneswar-751006, Phone -0674-2575702, Mobile -9437019019
Email - consultants_geo@yahoo.co.in

11.0 LIST OF ANNEXURES



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Chandrabenu Das
Qualified Person

658

Kairs

626

ANNEXURE

3000Rs



Stamp duty on the India Stamp
Orissa Amendment Act 1951
3 Orissa A.M. Stamp duty Act
1950 Schedule IA No...

Signature of Officer
[Signature]



FORM - K
MINING LEASE
(* See Rule 31 *)

When the
lessee is
an indi-
vidual.

THIS INDENTURE made this... 17/4/86... day...
of ... April ... 1986 between the Governor of Orissa
(hereinafter referred to as the "State Government"
which expression shall where the context so admits
be deemed to include the successors and assigns) of
the one part; and Sri Chand Prasad Sharma S/o late
Kanhailal Sharma At/PO: Chaibasa, Dist: Singhbhum, Bihar,
aged about 55 years occupation, business (hereinafter
referred to as " the lessee" which expression shall
where the context so admits, be deemed to include his
heirs, executors, administrators, representatives and
permitted assigns) of the other part.

[Signature]
Chand Prasad Sharma





2021 MAR 8



WHEREAS THE lessee has 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 & MANGANESE in respect of the land described in Part I of the Schedule hereunder written and has deposited with the State Government the sum of Rs. 1000/- as security and the sum of Rs. 200/- for meeting the preliminary expenses for a mining lease (and WHEREAS the Central Government has approved the grant of the lease *)

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

All those the mines beds/veins seams of Iron & Manganese (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

Chandi Prasad Sharma





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liberties, powers and privileges which are in Part III of the said Schedule EXCEPT and reserving out of this demise unto the State Government the liberties, powers, and privileges mentioned in Part IV of the said Schedule, TO HOLD the premises hereby granted and demised unto the lessee from the 17.4.86 day.... April..... 1986 for the term of 20 years thence next ensuing YIELDING AND PAYING therefore unto the State Government the several rents and royalties mentioned in Part V of the said Schedule at the respective times therein specified subject to the provisions contained in Part VI of the said Schedule and the lessee hereby covenants with the State Government as in Part VII of the said Schedule is expressed and the State Government hereby covenants with the lessee as in Part VIII of the said Schedule as expressed AND it is hereby mutually agreed between the parties hereto as in Part IX of the said Schedule is expressed.

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

The Schedule above referred to--

Chaudh Prasad Sharma
17/4/86
Chaudh Prasad Sharma





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PART- ITHE AREA OF THIS LEASE

Location and
area of the
lease.

All that tract of lands situated at village Bahamba, Raikela and Tansa in Bonai Sub-Division of Sundargarh District, in the Registration District of Sundargarh Sub-District-Bonai and Tansa Koiria bearing Cadastral Survey No. 73 G/I containing an area of 172.00 Acres or 69.52 Hectares or thereabouts delineated on the plan hereto annexed and thereon coloured Blue and bounded as follows :

BOUNDARY DESCRIPTION

STARTING POINT : Starting point 'A' is situated at a distance of 1320 ft or 402.334 mts. with a magnetic bearing 247°.00' from the Trijunction stone of village Bahamba, Raikela and Sundargarh State Forest (reserve forest).

From station 'A' the boundary line runs clockwise direction with the magnetic bearing of 305°.00' for a distance of 3000 ft. or 914.397 mts. through the intermediate stations A, A₂, A₃, A₄, A₅, and A₆ and meets the station 'B'.

From station 'B' boundary line runs making an interior angle of 63°.00' at station 'B' and meets station 'C' after 3960 ft or 1207.004 mts. through the intermediate stations B₁, B₂, B₃, B₄, B₅, and B₆.

Chandi Prasad Sharma
Chandi Prasad Sharma

17/4/86





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From station point 'C' again the boundary line runs for a distance of 1280 ft or 390.142 mts. making an interior angle of $115^{\circ}30'$ at station 'C' through the intermediate point C₁ and C₂ and meets station 'D'.

From station 'D' boundary line runs through the intermediate stations D₁, D₂, D₃, D₄ and D₅ making an interior angle of $90^{\circ}00'$ at station 'D' and meets starting point 'A' at a distance of 3500 ft. or 1066.796 mts. ✓

Thus close the traverse and the interior angle at station 'A' is $91^{\circ}30'$. ✓

Sd/-
Chandi Prasad Sharma.

Sd/- J. Mohanta,
Senior Surveyor, Koira
Circle.

Sd/-12/12
Senior Mining Officer,
Koira, Sundargarh.

Chandi Prasad Sharma
17/4/86.
Chandi Prasad Sharma



Chandrabhanu Das
Qualified Person 5

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LAND SCHEDULE :Vill.: Lahamba

Plot No	Khata No.	Name of the tenant	Type of land	Area in Acres	Remarks
1	2	3	4	5	6
84	25	Abad Ajogya Anabadi	Pahada	4.63	Part
85	25	-do-	-do-	15.25	"
87	23	R a k h i t	Sarba	0.30	"
114	25	Abad Ajogya Anabadi	Sadharan	3.30	"
117	25	-do-	Nalla	1.22	"
120	25	-do-	Pahada	17.03	"
121	25	-do-	-do-	22.37	"
122	25	-do-	-do-	25.77	"
123	23	R a k h i t	Jungle	19.30	"

Total: 108.27 Acres.

Vill.: Raikela

597	63	R a k h i t	Nayanjodi	0.95	Part
598	63	-do-	R a s t a	2.24	"
599	63	-do-	Nayanjodi	0.86	"
600	66	Abad Ajogya Anabadi	Pahada	18.28	"
601	66	-do-	-do-	12.84	"
608	66	-do-	-do-	2.25	"
609	66	-do-	-do-	19.86	"

Total: 57.23 Acres

Vill.: Tensa

194	2	Rakhit	Jungle	0.85	Part
194/217	2	-do-	-do-	2.75	"
173/218	2	-do-	-do-	2.95	"

Total: 6.45 Acres

A SUMMARY OF LAND SCHEDULE

- 1) Lahamba village = 108.27 Acres
 2) Raikela village = 57.28 Acres
 3) Tensa village = 6.45 Acres

Total: 172.00 Acres or 69.606 Dec

Sd/-
Chandi Prasad SharmaSd/- J. Mohanto,
Senior Surveyor,
Office of the S.D.O., Rai
Sd/-12/12
Senior Mining Officer,
Raikela, Sundargarh.

Chandi Prasad Sharma





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PART - II

LIBERTIES, POWERS AND PRIVILEGES TO BE EXERCISED
AND ENJOYED BY THE LESSEE SUBJECT TO ALL 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 or win, work, dress, process convert, carry away and dispose of the said mineral.

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 any pits, shafts, inclines, drifts, levels, waterways, airways and other works (and to use, maintain, deepen or extend any existing works of the like nature in the said lands).

To bring to 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, airways, 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, railways, roads and other ways in or over the said lands) on such conditions as may be agreed to.

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 buildings 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 not 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 purposes mentioned in the part but subject to the right of any existing or future lessees and with the written permission of Collector to appropriate and use water from any streams, water courses, springs or other sources in or upon the said lands and to divert stop up or dam any such stream or

Chaudh Prasad Sharma
12/4/86
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watercourse and collect or impound any such water* and to make, construct and maintain any watercourse, culverts, drains or reservoirs but not as to deprive any cultivated lands, villages, buildings or watering places for live-stock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs: Provided that the lessee 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, staking, heaping, depositing purposes.

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

Beneficiation and conveying away of production.

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.

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

9. Liberty and power for or in connection with any of the purposes mentioned in this part and subject to the existing rights of others and save as provided in clause 3 of Part III of this schedule to clear under growth and brushwood and to fell and utilise any trees or timber standing or found on the said lands provided that the State Government may ask the lessee to pay for any trees or timber felled and utilised, by him at the rates specified by the Collector or State Government.

P A R T III

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

...

No building, etc. upon certain places.

1. No building or thing shall be erected, set up or placed and no surface operations shall be carried on in or upon any public pleasure grounds, burning or burial ground or place held sacred by any class of persons or any house or village site, public road or other place which the State Government may determine as public ground nor in such a manner as to injure or prejudicially affect any buildings works property or rights of other persons and no land shall be used for surface operations which is already occupied by persons other than the State Government for works or purposes not included in this lease. The lessee 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 lessee shall give to Collector of the district two calendar months, previous notice in writing, specifying the name or other description of the situation and the extent of the land proposed to be so used and the purpose for which the same is required and the said land shall not be so used if objection is issued by the Collector within two months after the receipt by him of such notice unless the objection so stated shall on reference to the State Government be annulled or waived.

To cut trees
on unreserved
land.

3. The lessee shall not without the express sanction of the Collector cut down or incur 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 those presents. The Collector or the State Government may require the lessee to pay for any trees or timber felled and utilised by him at the rates specified by the Collector of the District.

To enter
upon reserved
forests.

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

To mining
operations
within 50
metres of
public
works, etc.

5. The lessee shall not work or carry on or allow to be worked or carried on any mining operations at or to any point within a distance of 50 metres from any railway line except with the previous written permission of the Railway Administration concerned or under or beneath any rope way or any rope way trestle or station except under and in accordance with the written permission of the authority owning the rope way or from any reservoirs, canal or other public works such as public roads and buildings or inhabited site except with the previous written permission of the Collector or any other Officer authorised by the State Government in this behalf and otherwise than in accordance with such instructions, restrictions and conditions either general or special which may be attached to such permission. The said distance of 50 metres shall be measured in the case of railway, reservoir or canal horizontally from the outer toe of the bank or the outer edge or 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 parking shall be carried on within a distance of 10 metres



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Signature of Person
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of the outer edge of the cutting except with the previous permission of the Collector or any other officer duly authorised by the State Government in this behalf and otherwise than in accordance with such directions, restrictions and additions, either general or special, which may be attached to such permission.

Explanation : - For the purpose of this clause the expression 'Railway Administration' shall have the same meaning as it is defined to have in the Indian Railway Act, 1930, 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.

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

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

PART-IV

LIBERTIES, POWERS AND PRIVILEGES RESERVED TO THE STATE GOVERNMENT.

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

PROVIDED THAT IN THE EXERCISE OF SUCH LIBERTY AND POWER no substantial hindrance or interference shall be caused to or with liberties, powers and privileges of the lessee under these presents and that

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fair compensation, (as may be mutually agreed upon or in the event of disagreement as may be decided by State Government) shall be made to the lessee for all loss or damage sustained by the lessee by reason 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 pipelines for any purpose other than those mentioned in Part II of these presents and to get from the said lands, stones, gravel, earth and other materials for making, maintaining and repairing such railways, tramways and roads or any existing railways and roads and to go and repass at all times with or without horses, cattle or other animals, carts, wagons, carriages, locomotives or other vehicles over or along any such railways, tramways, roadways and other ways for all purposes and as occasions may require; provided that in the exercise of such liberty and power by such other lessee or person no substantial hindrance or interference shall be caused to or with the liberties, powers and privileges of the lessee under these presents and that fair compensation, as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government, shall be made to the lessee for all loss or damage substantial hindrance or interference shall be caused to or with the exercise by such lessee or person or such liberty and power.

P A R T - V

Rent and royalties reserved by this lease

To pay dead
rent or
royalty
which ever
is higher.

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

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

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

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17/4/86
Chaudh Prasad Sharma



Rate and
mode of
payment of
royalty.

3. Subject to the provision of clause I of this part, the lessee shall, during the subsistence of this lease, pay to the State Government at such times and in such manner as the State Government may prescribe royalty in respect of any mineral removed or consumed by him or by his agent manager, employees, contractor or sub-lessee from leased area at the rate for the time being specified in the Second Schedule to the Mines and Minerals (Regulation and Development) Act, 1957.

Payment of
surface
rent and
water-rate.

4. The lessee shall pay rent and water rate to the State Government in respect of all parts of the surface of the said lands which shall, from time to time, be occupied or used by the lessee under the authority of these presents at the rate of Rs. 10/- for waste lands and at rates not exceeding rates of land revenue and cesses for cultivated lands and water-rate at the rates as may be fixed from time to time 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 use 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.

P A R T - VI

Provisions relating to the Rents and Royalties

Rent and
royalties
to be free
from dedu-
ction, 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 District Treasury, Sandargadh and in such manner as the State Government may prescribe PROVIDED ALWAYS and it is hereby agreed that Rs. 1000/- the balance standing to the credit of the lessee on account of the deposit made by him as a licensee over an area which included the said lands shall be retained and accepted by the State Government in satisfaction of the rents and royalties mentioned in Part V until they reach that amount.

Mode of
computat-
ion of
royalty.

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

Chaudh Prasad Sharma

17/4/86



(a) Notwithstanding any proof that may be produced by the lessee of sale at pit's mouth of the ore at any lower price, for the purpose of calculation of royalty, the sale price at the pit's mouth shall be calculated back from the price of the ore at recognised markets for the ore in the country. The State Government shall declare from time to time the Commercial Bulletins or Government Statistical Bulletins from which the prevailing price shall be ascertained for the important markets for the mineral. The State Government shall also declare from time to time what they consider fair price of the mineral at the market or markets recognised by the trade and also what they consider fair transport and handling charges for the mineral from the pit's head to the important markets either in general or specific mines. The highest price at pit's head on the basis of such prices and transport and handling charges shall be taken as the sale price at pit's mouth.

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

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

Course 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 lessee within the prescribed time, the same together with simple interest due there on at the rate of 15 per cent per annum or at rates as may be fixed from time to time may be recovered on a certificate of such officer as may be specified by the State Government by general or special order, in the same manner as an arrear of land revenue.

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Chaudh Prasad Sharma



PART -VII

The covenants of the lessee/lessees

Lessee to
pay rents
and royal-
ties, taxes,
etc.

1. The lessee 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 in common with other premises and works of a like nature except demands for land revenues.

To maintain
and keep
boundary
marks in
good order.

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

To commence
operations
within a
year and
work in a
workmanlike
manner.

3. Unless the State Government for good cause permits otherwise, the lessee shall commence operation within one year from the date of execution of the lease and shall thereafter at all times during the continuance of this lease search for, win, work and develop the said minerals without voluntary intermission in a skilful 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 purpose of this clause operations shall include the erection of machinery laying of a tramway or construction of a road in connection with the mine.

To indemnify
Government
against all
claims.

4. The lessee 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 him in exercise of the powers granted by this lease and shall indemnify and keep indemnified fully and completely the State Government against all claims which may 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 good
condition.
pits, shafts,
etc.

5. The lessee shall during the subsistence of this lease well and sufficiently secure and keep open with timber or other durable means all pits, shafts, and workings that may be made or used in the said lands and make and maintain sufficient fences to the satisfaction of the State Government round every such pit,

Chandi Prasad Sharma

17/4/86



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shaft or working whether the same is abandoned or not and shall during the same period keep all workings in the said lands except such as may be abandoned accessible free from water and foul air as far as possible.

To strengthen and support the mine to necessary extent.

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

To allow inspection of workings.

7. The lessee shall allow any officer authorised by the Central Government or the State Government in that behalf to enter upon the premises including any building, excavation or land comprised in the lease for the purpose of inspecting, examining, surveying prospecting and marking plans thereof sampling and collecting any data and the lessee shall with proper person employed by the lessee and acquainted with the mines and work effectually assist the officer, agents, servants and workmen in conducting every such inspection and shall afford them all facilities, information connected with them, the working of the mines which they may reasonably require and also shall and will conform to and observe all orders and regulations which the Central and State Governments as the result of such inspection or otherwise may from time to time see fit to impose.

To report accident.

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

To report discovery of other minerals.

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

To keep records and accounts regarding production and employees etc.

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

- (1) 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 mineral/minerals sold and exported separately.
- (4) Quantities of the various qualities of the said mineral/minerals otherwise disposed of and the manner and purpose of such disposal.
- (5) The prices and all other particulars of all sales of said mineral/minerals.
- (6) The number of persons employed in the mines or works or upon the said lands specifying nationality, qualifications and pay of the technical personnel.
- (7) Such other facts, particulars and circumstances as the Central or the State Government may from time to time require and shall also furnish free of charges to such officers and at such times as the Central and State Governments may appoint true and correct abstract of all or any such books of accounts and such information and returns to all or any of the matters *ch* aforesaid as the State Government may prescribe and shall at all reasonable times 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 make copies thereof and make extracts therefrom.

To maintain plans etc.

11. The lessee shall, at all times during the said term maintain at the mine office correct intelligible up-to-date and complete plans and sections of the mines in the said lands. They shall show all the operations, and workings and all the trenches, pits and drillings made by him in the course of operations carried on by him under the lease, faults and other disturbances encountered and geological data and all such plans and sections shall be amended and 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 shall furnish free of charge to the Central and State Governments true and correct copies of such plans and sections whenever required. Accurate records of all trenches, pits and drillings shall show --

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

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The lessee shall allow any officer of the Central or State Government authorised in this behalf by the Central Government to inspect the same at all reasonable times. He shall also supply when asked for by the State Government/the Coal Controller/the Director, Geological Survey of India/ the Controller, 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 qualitywise.

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 12 of the Mines and Minerals (Regulation and Development) Act, 1957 (Act 67 of 1957), and shall not carry on mining or other operations under the said lease in any way other than as prescribed under these rules.

To provide
weighing
machine.

13. Unless specifically exempted by the State Government the lessee shall provide and at all times keep at or near the pit head or each of 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 mineral, ores products, raised, sold, exported and converted during the previous twenty-four hours to be entered in the aforesaid books of accounts. The lessee shall permit the State Government at all times during the said term to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee. The lessee shall give 7 days previous notice writing to the Collector of every such measuring or weighing in order that some officer on his behalf may be present thereat.

To allow
test of
weighing
machine

14. The lessee shall allow any person or persons appointed in that behalf by the State Government at any time or times during the said terms to examine and test every weighing machine to be provided and kept as aforesaid and the weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such examination of testing any such weighing machine or weights shall be found incorrect or out of repair or order the State Government may require that the same be adjusted, repaired and put in order by at the expense of the lessee and if such requisition be not complied with within fourteen days after the same shall have been made, the State Government may cause such weighing machine or weights to be adjusted, repaired and put in order and the expense of so doing

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shall be paid by the lessee to the State Government on demand and if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to the prejudice of the State Government such error shall be regarded as having existed for three calendar months previous to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights in case such occasion shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.

To pay compensation for injury or third parties.

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

Not to obstruct working of other minerals.

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

Transfer of lease

17. The lessee shall not, without the previous consent in writing of the State Government:-

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

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

- (a) the lessee has furnished an affidavit along with this application for transfer of the mining lease specifying therein the amount that he has already taken or proposes to take as consideration from the transferee;
- (b) the transfer of the mining lease is to be made to a person or body directly undertaking mining operations:

cl Provided further that where the mortgagee is an institution or a Bank or a Corporation specified in Schedule V. of the said Rules it shall not be necessary for the lessee to obtain any such consent of the State Government. *cl*

(2) Without prejudice to the above provisions, the lessee may, subject to the conditions specified in the proviso to Rule 35 of said Rules, transfer this lease or any right, title or interest therein, to a person holding a certificate of approval and an Income-tax clearance certificate from the Income-tax Officer concerned, on payment of a fee of rupees one hundred to the State Government:

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

Provided further that where the mortgagee is an institution or a Bank or a Corporation specified in Schedule V of the said Rules, it shall not be necessary for any such institution or Bank or Corporation to hold the said certificate of approval the said Income-tax clearance certificate and the said valid clearance certificate.

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

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

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

18. The lease shall not be controlled and the lessee 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 lessee shall not enter into or make any arrangement compact or understanding whereby the lessee will or may be directly or indirectly financed by or under which the lessee's operations or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any Trust, Syndicate, Corporation, Firm or person unless with the written sanction given prior to such arrangement compact or understanding being entered into or made of the Central Government, and any or every such arrangement compact or understanding as aforesaid (entered into or made with such sanction as aforesaid) shall only be entered into or made and shall always be subject to an express condition binding upon the other party or parties thereto that on the occasion of a State of emergency of which the President of India in his discretion shall be the sole judge it shall be terminable if so required in writing by the State Government and shall in the event of any such requisition being made be forthwith thereafter determined by the lessee accordingly.

Lessee shall deposit any additional amount necessary.

19. Whenever the security deposit of Rs. 1,000 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 hereinafter declared in that behalf the lessee shall deposit with the State Government such further sum as may be sufficient with the unappropriated part thereof to bring the amount in deposit with the State Government up to the sum of Rs. 1,000.

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

20. The lessee shall at the expiration or sooner determination of the said term or any renewal thereof deliver up to the State Government all mines/pits, shafts, inclines, drifts, levels, waterways, airway 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 lessee below ground which cannot be removed without causing injury to the mines or works under the said lands (except such of the same as may with the sanction of the State Government have become disused) and all buildings and structures of bricks or stone erected by the lessee above ground level in good repair order and condition and fit in all respects for further working of the said mines and the said minerals.

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Right of pre-emption. 21 (a) The State Government shall from time to time and all times during the said term have the right (to be exercised by notice in writing to the lessee) 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 and the lessee shall with all possible expedition deliver all minerals or products or minerals purchased by the State Government under the power conferred by this provision in the quantities at the times in the manner and at the place specified in the notice exercising the said right.

(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 lessee shall pay the amount due for demurrage according to the terms of the charter party of such vessel unless the State Government shall be satisfied that the delay is due to causes beyond the control of the lessee.

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

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

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by or on behalf of the Central Government or State Government regarding the use or employment of such works, plants, premises and minerals PROVIDED THAT fair compensation which shall be determined in default of agreement by the State Government shall be paid to the lessee for all loss or damage sustained by him by reasons or in consequence of the exercise of the powers conferred by this clause and PROVIDED ALSO that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further that may be necessary to give effect to the provisions of this clause.

Employment
of foreign
national

22. The lessee 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 or performed by the lessee, be not so carried out or performed within the time specified in that behalf, the State Government may cause the same to be carried out or performed and the lessee shall pay the State Government on demand all expenses which shall be incurred in such carrying out or performance of the same and the decision of the State Government as to such expenses shall be final.

Furnishing
of geophy-
sical data.

24. The lessee/lessees shall furnish--

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

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

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

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Qualified Person 22

P A R T - V I I I

The Covenants of the State Government.

Lessee/lessees
may hold
and enjoy
rights
quietly.

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

Acquisition
of land of
third parties
and
compensation
thereof.

2. If in accordance with the provision of clause 4 of Part VII of this Schedule the lessee shall offer to pay to an Occupier of the surface of any part of the said lands compensation for any damage or injury which may arise from the proposed operations of the lessee and the said occupier shall refuse his consent to exercise of the right and power reserved to the State Government and demised to the lessee by this present and the lessee shall report the matter to the State Government and shall deposit with it the amount offered as compensation if the Central/State Government are satisfied that the amount of compensation offered is fair and reasonable or if it is not so satisfied and the lessee shall have deposited with it such further amount as the State and the Central Government shall consider fair and reasonable the State Government shall order the occupier to allow the lessee to enter the land and to carry out such operations as may be necessary for the purpose of this lease. In assessing the amount of such compensation the State Government shall be guided by the principles of the Land Acquisition Act.

To renew

3. Where the mining lease relates to any mineral not specified in the First Schedule to the Act, it shall be renewable for one period not exceeding the period specified in Sub-section (2) of section 8, at the option of the lessee:

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

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

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If the lessee be desirous of taking a renewed lease of the premises hereby demised or of any part or parts of them for a further term from the expiration of the term hereby granted and is otherwise eligible he shall prior to the expiration of the last mentioned term given to the State Government twelve calendar months previous notice in writing and shall pay the rents, rates and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained and on the part of the lessee to be observed and performed up to the expiration of the term hereby granted. The State Government on receipt of application for renewal, shall consider it in accordance with rule 28 of the said rules and shall pass orders as it deems fit. If renewal is granted, the State Government will at the expense of the lessee and upon his executing and delivering to the State Government if required a counterpart thereof execute and deliver to the lessee a renewed lease of the said premises or part thereof for the further term of 20 years at such rents, rates and royalties and on such terms and subject to such covenants and agreements including this present covenant to renew as shall be in accordance with the Mineral Concession Rules, 1960, applicable to Iron & Manganese (name of minerals) on the day next following the expiration of the term hereby granted.

Liberty to
determine
the lease.

4. The lessee may at any time determine this lease by giving not less than 12 calendar months notice in writing to the State Government or to such officer of authority as the State Government may specify in this behalf and upon the expiration of such notice provided that the lessee shall upon such expiration render and pay all rents, water-rates, royalties, compensation for damages and other moneys which may then be due and payable under these presents to the lessor or any other person or persons and shall deliver these presents to the State Government then this lease and the said term and the liberties, powers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the lessor in respect of any breach of any of the covenants or agreement contained in this presents.

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


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of mineral at least six months before the intended date of surrender; and

- (b) gives an undertaking that he will not cause any hindrance in the working of the mineral so surrendered by any other person who is subsequently granted a mining lease for that mineral (No. MIL-152(18)/61-4-12-62).

Refund of security deposits.

5. On such date as the State Government may elect within 12 calendar months after the determination of this lease or of any renewal thereof the amount of the security deposit paid in respect of this lease and then remaining in deposit with the State Government and not required to be applied to any of the purposes mentioned in this lease shall be refunded to the lessee. No interest shall run on the security deposit.

PART - IX

General Provisions.

Obstructions to inspection.

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

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

2. If the lessee or his transferee or assignee makes any default in payment of rent or water-rate or royalty as required by section 9 of the Act or commits a breach of any of the conditions and covenants other than those referred to in covenant (I) above, the State Government shall give notice to the lessee requiring him to pay the rent, water-rate, royalty or remedy the breach, as the case may be, within sixty days from the date of the notice and if the rent, water-rate and royalty are not paid or the breach is not remedied within such period the State Government may without prejudice to any proceedings that may be taken against him, determine the lease and forfeit the whole or part of the security deposit.

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Penalty for repeated breaches of covenants.

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

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

4. Failure on the part of the lessee to fulfil any of the terms and conditions of this lease shall not give the Central or State Government any claim against the lessee or be deemed a breach of this lease, in so far as such failure is considered by the said Government to arise from force majeure, and if through force majeure the fulfilment by the lessee of any of the terms and conditions of this lease be delayed, the period of such delay shall be added to the period fixed by this lease. In this clause the expression "Force Majeure" means Act of God, war, insurrection, riot, civil commotion, strike, earthquake, tide, storm, tidal wave, flood, lighting, explosion, fire, earthquake and any other happening which the lessee could not reasonably prevent or control.

Lessee/Lessee's to remove his/their properties on the expiry of lease.

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

Forfeiture of property left more than six months after determination of lease.

6. If at the end of six calendar months after the expiration or sooner determination of the said term under the provision contained in clause 4 of Part VIII of this Schedule become effective there shall remain in or upon the said land any engines, machinery, plant, buildings, structures, tramways, railways and other work, erections and conveniences or other property which are not required by the lessee in connection with operations in any other lands held by him under prospecting licence or mining lease the same shall if not removed by the lessee within one calendar month after notice in writing requiring their removal has been given to the lessee by the State Government be deemed to become the property of the State Government and may be sold or disposed of in such manner as the State Government

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shall deem fit without liability to pay any compensation or to account to the lessee in respect thereof.

Notices

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

Immunity of State Government from liability to pay compensation.

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

8-'A'. The lease is executed at Sundargarh the capital town of the District of Sundargarh (name of the District) and subject to the provision of Articles 26 of the Constitution of India it is hereby agreed upon by the lessee and the lessor that in the event of any dispute in relation to the area under lease, condition of lease, the dues realisable under the lease and in respect of all matters touching the relationship of the lessee and lessor, the suits or appeals shall be filed in the Civil Courts of Orissa Civil Judiciary Jurisdiction and it is hereby expressly agreed that neither party shall be competent to file a suit or brings any action or file any petition at any place other than the Civil courts of Orissa.

9. For the purpose of stamp duty the anticipated royalty from the demised land is Rs. 39000/- per year.

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

Signed by the Collector, Sundargarh
for and on behalf of the
Governor of Orissa.



In the presence of witnesses:

1)

[Signature]
~~Collector Sundargarh~~
Sundargarh

2)

Kshira Dhan Adhar
Baptist Church
Mining Section

In the presence of witnesses:

1)

Bimal Ranjan Sharma.
Son of Sri Chandi Prasad Sharma.
Amra tola P.O. Chaibasa. Dist. Singhbhum

2)

Karansh Kapots
S/o. Lali. S/o. Kapots
At Rajpur Dist. Singhbhum.

[Signature]
17/4/86
Chandi Prasad Sharma

LESSEE

NOTE

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		11		mentioned
13	3	1		royalty
15	4	2		a report
16	6	9		any
		16		examining
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CHANDRANATH SHARMA

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17/4/86

Chandranath Sharma



Chandranath Sharma
Qualified Person

First Flight

ANNEXURE - 8

Government of Odisha
Department of Steel and Mines

PROCEEDINGS

No. III(B)SM-08/2010 / Sd/M, Bhubaneswar dated the June, 2013

Sub:- RML application No.151 Dt.15-04-2005 filed by Sri Anil Kumar Sharma legal heir of late Chandi Prasad Sharma for Iron and Manganese Ore over an area of 69.606 Hects. in Village-Raikela, Bhanaba and Tensa in Sundargarh District.

O R D E R

Whereas, the lease for Iron and Manganese over an area of 69.606 Hects. in Village-Raikela, Bhanaba and Tensa in Bhan Sub-Division under Sundargarh District was originally held by Sri Chandi Prasad Sharma. The mining lease was granted for a period of 20 years w.e.f 17-04-1986. The lease expired on 16-04-2006.

And whereas, for renewal of the aforesaid lease, a renewal application dt.15-04-2005 was filed by the lessee as per the time limit provided u/r-24A(1) of MCR,1960.

And whereas, the RML application was received from the Director of Mines, Odisha, Bhubaneswar for consideration vide his letter No.7944 Dt.30-06-2010.

And whereas, the RML application was scrutinized at this Department level and was found deficient with regard to certain statutory clearances.

And whereas, the lessee was issued with a notice u/r-26(3) of MCR,1960 vide this Department letter No.5148 Dt.10-08-2010 to furnish the relevant documents within a period of one month from the date of receipt of the notice. In response to the said notice the lessee filed all the required documents on 01-09-2010 except clearances from MoEF, GOI under Forest Conservation Act, 1980. The documents, submitted by the lessee, were verified by the Director of Mines, Odisha, Bhubaneswar and were found to be in order as seen from the Director of Mines letter No.11448 Dt.22-09-2010.

And whereas, it has been provided u/r-26(1) of MCR,1960 in case it appears that the application is not complete in all material particulars or is not accompanied by the required documents, the State Government shall, by notice, give the required applicant an opportunity of being heard as to why the RML lease shall not be refused due to want of statutory clearances. Accordingly, a notice u/s 26(1) of MCR,1960 was issued to the lessee to show cause why the RML shall not be refused due to non-submission of documents vide this Department letter No.1673 Dt.21-02-2013, fixing

Contd. F-2/-

The date of hearing on 12-03-2013.

Whereas, the hearing was taken up on 12-03-2013. During the course of hearing it was found that the following documents are not submitted by the lessee which are absolutely essential for grant of mining lease.

- a) Forest clearance u/s-2 of Forest Conservation Act 1980.
- b) Consent to operate order of the State Pollution Control Board.
- c) Mining dues clearance.
- d) Income Tax Clearance.

And whereas; during the course of hearing it was found that the mining is a non-working mine and the power of attorney holder of the lessee, present, stated that the mining operation of the lease area has been stopped from 22-02-2011 vide DFO, Bana letter No.1210 Dt.22-02-2011.

And whereas, it is found that the mining operation in the lease area has been discontinued for a continuous period of 2 years & more and the lease is liable to be declared as lapsed u/r-28(1) of MCR,1960 and accordingly, the lessee was asked to show cause why the lease shall not be declared as lapsed under the above noted rules.

And whereas, the lessee prayed for time to submit show cause u/r-28 (1) of MCR,1960, time was allowed up to 15-03-2013 for further hearing.

And whereas, on 15-03-2013 the lessee filed the following documents.

- a) 5 copies of Solvency Certificate relating to 5 legal heirs of the lessee.
- b) 5 affidavits in original executed by the legal heirs of deceased lessee Sri Chandi Prasad Sharma relating to payment of mining dues.
- c) 5 affidavits relating to Income Tax clearance.
- d) Copy of petition dt.20-05-2008 by the lessee to PCCF, Bhubaneswar relating to submission of forest diversion proposal.
- e) Copy of letter of the lessee to CCF, New Delhi for issue of working permission over broken up area.
- f) Copy of letter dt.07-03-2012 by the lessee to OSCP, Odisha, Bhubaneswar for issue of consent to operate order.
- g) Copy of proceedings of 103rd meeting of OSCP, Odisha, Bhubaneswar held on 28-09-2011.

Contd. P. 3/

But he could not file any documents relating to the issue of saving the lease from lapse u/r-28(2) of MCR,1960.

And whereas, the lessee prayed for further time to submit the relevant documents in support of savings the lease from lapse, filed previously, before the Government arguing that the reason for discontinuance of mining operation in the lease area are beyond their control. Considering the prayer time up to 02-05-2013 was allowed.

And whereas, on 02-05-2013, the final hearing on the issue of declaring the lease as lapsed was taken up in the presence of the power of attorney holder of the lessee, Sri Anil Kumar Sharma. During the course of hearing he filed a written statement dt.02-05-2013 along with a copy of power of attorney deed, (i) Copy of letter No.1963 Dt.21-03-2013 from DFO, Bana to Collector, Sundargarh for issue of additional certificate under FRA,2006, (ii) Copy of Memo No.1055 Dt.11-04-2013 from ADM, Sundargarh to BDO, Kolna for conducting of Pali Sabha under FRA,2006 and (iv) Copy of Notice No.816 dt.16-04-2013, as notice to the Sarpanch to conduct the Pali Sabha, all relating to steps taken for issue of forest clearance and with a prayer for more time to submit the forest clearance. That apart, a petition from the lessee dt.17-04-2013 addressed to the Principal Secretary, Steel & Mines Department was also received at the time of hearing.

And whereas, from perusal of such documents/information during the hearing nothing relevant was found with regard to submission of any application by the lessee u/r-28(2) of MCR,1960 praying the Government to save the lease from lapse.

And whereas, from a reading of provisions prescribed u/r-28 of MCR,1960 it is found that a lease that has not been commenced from the date of execution or discontinued the mining operation for a continuous period of 2 years is to be declared as lapsed by Government. It has also been provided in the said Rule-28(2) that, in case, the non-commencement of mining operation or discontinuance of mining operation has been caused due to any reason beyond the control of the lessee, then the lessee can file an application to the State Government, explaining the reason for the same, at least 3 months before the expiry of such period, then the State Government on receipt of such application made under the rule and being satisfied about the genuineness of the reason pass orders extending or refusing to extend the lease period.

Contd. P. 4/-

And whereas, in this case, from the entire discussion it is clearly proved that the mining operation in the lease area has been discontinued for a period of 2 continuous years w.e.f 22-02-2011 basing on the order of the DFO, Bonai vide letter no.1210 Dt.22-02-2011 and till now further resumption of the mining work has not been made. Although, the lessee claimed that the discontinuance has been caused due to the order of suspension of the mining work issued by the DFO, Bonai still, no such application praying Government to save the lease from lapse was filed by the lessee u/r-28(2) of MCR,1960. And the claim of the power of attorney holder-cum-legal heir of the lessee that they have filed such application is found to be misconceived and baseless. The petition dt.17-04-2013 along with a treasury challan of Rs.500/- deposited towards application fee for non-lapsing can not be accepted as an application u/r-28(2) of MCR,1960, as the same was not filed in time and in appropriately. The mining lease is liable to be declared as lapsed.

Considering the findings out of the discussion made above, the State Government have been pleased to declare the lease as lapsed w.e.f 22-02-2013 u/s 4A(4) of MMWR Act,1957 read with the provision u/r-28(1) of MCR,1960, and to treat the RML application as infructuous and devoid of any merit for consideration in view of the lease being declared as lapsed. The Director of Mines, Odisha, Bhubaneswar is also instructed to take all required steps as provided under rules and take over possession of the lease land on behalf of the Government.

By order of Governor

B. N. Acharya

Joint Secretary to Govt.

By Registered post with A/D

Memo No. 5048 / 2013 Bhubaneswar dated the 26 June, 2013.

Copy forwarded to Sri Anil Kumar Sharma, Plot No.315, Sundara Basti, Near Hotel Adhar Regency, P.O.-Barbil, Pin-756035 Dist- Keonjhar, Odisha, for information and necessary action.

Joint Secretary to Govt.

Copyd P. 11/-

Memo No. _____ /S&M, Bhubaneswar, dated the June, 2013

Copy forwarded to the Director of Mines, Odisha, Bhubaneswar /Collector, Sundargarh/Deputy Director of Mines, Kalra, A/P.O.-Kalra, Dist:-Sundargarh for kind information and necessary action.

Joint Secretary to Govt.

Memo No. _____ /S&M, Bhubaneswar, dated the June, 2013

Copy forwarded to the Director of Geology, Odisha, Bhubaneswar for kind information and necessary action.

Joint Secretary to Govt.

Memo No. _____ /S&M, Bhubaneswar, dated the June, 2013

Copy forwarded to the Secretary, State Pollution Control Board, Odisha, Plot No.A-11B, Nilakantha Nagar, Unit-8, Bhubaneswar-751012 for kind information and necessary action.

Joint Secretary to Govt.

Memo No. _____ /S&M, Bhubaneswar, dated the June, 2013

Copy forwarded to the Special Secretary to Govt., Forest and Environment Department for kind information and necessary action.

Joint Secretary to Govt.

Memo No. _____ /S&M, Bhubaneswar, dated the June, 2013

Copy forwarded to the Regional Controller of Mines, Government of India, Ministry of Mines, Indian Bureau of Mines, Mahavi Complex, 2nd Floor, 308, District Centre, Chandrasekharpur, Bhubaneswar-751016 for kind information and necessary action.

Joint Secretary to Govt.

Memo No. _____ /S&M, Bhubaneswar, dated the June, 2013

Copy forwarded to the Chief Conservator of Forests (c), Ministry of Environment & Forest, Govt. of India, Regional Office (EZ), A-3, Chandrasekharpur, Bhubaneswar-751023 for kind information and necessary action.

Joint Secretary to Govt.

Final Order No: 105/2016 to 160/2016

Date 11.05.2016

[In Revision Application No. 22/18/2013 RC-I & 55 others]

Shri Birat Chandra Dagara & 55 others (annexure A)

Revisionist

Versus

State Government of Odisha

Respondent

COMMON ORDER

[Under section 30 of the Mines & Minerals (Development & Regulation) Act, 1957 (MMDR Act) & Rule 55 of the Mineral Concession Rules, 1960 (MCR)]

Final hearing on 56 Revision Applications (list at annexure A) was held on 4th and 5th May, 2016. The cases were taken up together for discussion and decision on a single point whether or not such cases needs re-examination by the State Government in wake of Hon'ble Apex court judgement in WP(civil) No. 114 of 2014 (Common Cause vs. UoI) delivered on 04.04.2016. Therefore all the above Revision Applications have been analogously heard and are being disposed of by way of a common order.

2 Before narrating the submissions made on behalf of Revisionist and the State Government, it is pertinent to quote the relevant portion of Hon'ble Apex court's judgement delivered on 04.04.2016:

28. Having addressed the issue with reference to the subsistence of a mining lease, on the basis of an interpretation of Sections 8 and 8A of the MMDR Act, we have substantially covered the area needed to be traversed. It is however important to notice, that one further aspect needs to be dealt with. The same emerges from a collective reading of Section 4A(4) of the MMDR Act and Rules 28, and 28A of the Mineral Concession Rules. Section 4A(4) was substituted for the earlier Section 4A with effect from 10.2.1987, as under:

4A with effect from 10.2.1987, as under: "4-A. Termination of prospecting licences or mining leases.— xxx xxx xxx (4) Where the holder of a mining lease fails to undertake mining operations for a period of two years after the date of execution of the lease or having commenced mining operations, has discontinued the same for a period of two years, the lease shall lapse on the expiry of the period of two years from the date of execution of the lease or, as the case may be, discontinuance of the mining operations:

Provided that the State Government may, on an application made by the holder of such lease before its expiry under this sub-section and on being satisfied that it will not be possible for the holder of the lease to undertake mining operations or to continue such operations for reasons beyond his control, make an order, subject to such conditions as may be prescribed, to the effect that such lease shall not lapse: Provided further that the State Government, may on an application by the holder of a lease submitted within a period of six months from the date of its lapse and on being satisfied that such non-commencement or discontinuance was due to reasons beyond the control of the holder of the lease, revive the lease from such prospective or retrospective date as it thinks fit but not earlier than the date of lapse of the lease: Provided also that no lease shall be revived under the second proviso for more than twice during the entire period of the lease."

(emphasis is ours)

A perusal of the aforesaid provision reveals, that where a holder of mining lease, does not carry out mining operations for a continuous period of two years, his mining lease would lapse. It was the contention of learned counsel for the petitioner – Common Cause, as also, that of the learned Additional Solicitor General, that the operation of Section 4A(4) is automatic, and requires no order to be passed. It was submitted, that as soon as the leaseholder has committed the default of not being in a position to carrying on (or for not having actually carried on) mining operations, for a continuous period of two years, the lease would lapse. The above two exigencies will be referred to as the first, and the second contingency respectively, hereinafter.

29. According to learned counsel, the only remedy available to such a leaseholder, to prevent the lease from lapsing is, to move an application, either prior to the expiry of the period of two years (of non-mining operations), or thereafter. The State Government on being satisfied, that mining operations were not discontinued as expressed above, for the reasons beyond the control of the leaseholder, could make an order, in the first contingency, that the lease would not lapse. And in the second contingency, that the lease would rematerialize.

30. It is not possible for us to accept, that vital vested rights in a leaseholder, can be curtailed without affording him an opportunity to repudiate the impression(s) of the competent authority, namely, that the leaseholder could not have (or had actually not) carried out mining operations, for a continuous period of two years. Our instant contemplation, stands affirmed through Rule 28 of the Mineral Concession Rules. The same is reproduced below:

“28. Lapsing of leases – (1) Subject to the other conditions of this rule where mining operations are not commenced within a period of one year (sic. two years) from the date of execution of the lease, or is discontinued for a continuous period of one year (sic. two years) after commencement of such operations, the State Government shall, by an order, declare the mining lease as lapsed and communicate the declaration to the lessee.

(2) Where a lessee is unable to commence the mining operation within a period of one year (sic. two years) from the date of execution of the mining lease, or discontinues mining operations for a period exceeding one year (sic. two years) for reasons beyond his control, he may submit an application to the State Government, explaining the reasons for the same, at least three months before the expiry of such period.

(3) Every application under sub-rule (2) shall be accompanied by a fee of Rs.200.

(4) The State Government may on receipt of an application made under sub-rule (2) and on being satisfied about the adequacy and genuineness of the reasons for the non-commencement of mining operations or discontinuance thereof, pass an order before the date on which the lease would have otherwise lapsed, extending or refusing to extend the period of the lease: Provided that where the State Government on receipt of an application under sub-rule (2) does not pass an order before the expiry of the date on which the lease would have otherwise lapsed, the lease shall be deemed to have been extended until the order is passed by the State Government or until a period of two years, whichever is earlier.

Explanation 1. - Where the non-commencement of the mining operations within a period of two years from the date of execution of mining lease is on account of –

(a) delay in acquisition of surface rights; or

(b) delay in getting the possession of the leased area; or

(c) delay in supply or installation of machinery; or

(d) delay in getting financial assistance from banks, or any financial institutions; or

(e) ensuring supply of the mineral in an industry of which the lessee is the owner or in which he holds not less than 50% of the controlling interest, and the lessee is able to furnish documentary evidence supported by a duly sworn affidavit, the State Government may consider if there are sufficient reasons for non-commencement of operations for a continuous period of more than one year (sic. two years).

Explanation 2. - Where the discontinuance of mining operations for a continuous period of two years after the commencement of such operations is on account of -

(a) orders passed by any statutory or judicial authority; or

(b) operations becoming highly uneconomical; or

(c) strike or lockout, and the lessee is able to furnish documentary evidence supported by a duly sworn affidavit, the State Government may consider if there are sufficient reasons for discontinuance of operations for a continuous period of more than one year (sic. two years).

Explanation 3. - In case of mining lessee who has undertaken reconnaissance operations or in case of mining lessee whose capital investment in mine development is planned to be in excess of Rs. 200 crores and where the mine development is likely to take more than two years, the State Government shall consider it to be sufficient reason for non-commencement of mining operations for a continuous period of more than two years."

(emphasis is ours)

It is apparent from a perusal of sub-rule (1) extracted above, that the State Government is mandated to pass an order, and thereby, declare that a mining lease had lapsed. It is also the mandate of sub-rule (1) aforesaid, that such an order passed by the State Government, must be communicated to the leaseholder. On a conjoint reading of Section 4A(4) and Rule 28(1), we are satisfied to hold, that a mining lease under Section 4A(4) would not be deemed to have lapsed, till the State Government passes an order, declaring the mining lease to have lapsed, and further communicates the same to the leaseholder.

31. Rule 28(4) of the Mineral Concession Rules, caters to a situation wherein a leaseholder has moved an application, that his lease be permitted to continue even though mining operations could not be carried on (or had actually not been carried on) for a continuous period of two years. The proviso under Rule 28(4) is clear and categoric to the effect, that in cases where the State Government, on receipt of such application, does not pass an order, the lease would be deemed to have been extended, until an order was actually passed by the State Government. This further affirms, that lapse of a mining lease is not automatic. Despite non-operation of a mining lease under Rule 28(2), in case the leaseholder has moved an application for extension, on account of non-commencement of mining operations, or on account of discontinuation of mining operations, the lease period shall be deemed to have continued till the date of passing the order, or for a period of two years beyond the contemplated lease period (in case such an order is not passed). The above conclusions, rule out the submissions advanced on behalf of the non-applicant - petitioner and the Union of India, that lapse (contemplated under Section 4A(4) of the MMDR Act) is automatic, and that, for a lease to lapse, no express order needs to be passed.

32. Based on the considerations recorded above, we summarise our conclusions as under:

(i) A leaseholder would have a subsisting mining lease, if the period of the original grant was still in currency on 12.1.2015. Additionally, a leaseholder whose original lease has since expired, would still have a subsisting lease, if the original lease having been renewed, the renewal period was still in currency on 12.1.2015. Such a leaseholder, would be entitled to the benefit of Section 8A of the amended MMDR Act.

(ii) A leaseholder who had not moved an application for renewal of a mining lease (which was due to expire, prior to 12.1.2015), at least twelve months before the existing lease was due to expire, under the provisions of the unamended MMDR Act and the Mineral Concession Rules, will be considered as not a valid/subsisting leaseholder, after the expiry of the lease period. The provisions of the amended MMDR Act will therefore not enure to the benefit of such leaseholder.

(iii) A leaseholder who has moved an application for renewal (of the original/first or subsequent renewal) of a mining lease, at least twelve months before the existing lease was due to expire, and on consideration, such an application has been rejected, will be considered as

not a valid/subsisting leaseholder. The provisions of the amended Section 8A of the MMDR Act will not enure to the benefit of such leaseholder, because of the express exclusion contemplated for the above exigency, under Section 8A(9) of the amended MMDR Act.

(iv) A leaseholder who has moved an application for "first renewal" of the original mining lease, at least twelve months before the original lease was due to expire, and such application has not been rejected, will be considered to be a valid leaseholder having a subsisting right to carry on mining operations, till the expiry of two years after 18.7.2014, i.e., up to 17.7.2016, as is apparent from a conjoint reading of the unamended and amended Rule 24A of the Mineral Concession Rules. Such leaseholder would have the benefit of sub-sections (5) and (6) of Section 8A of the amended MMDR Act.

(v) A leaseholder who had moved a second (third or subsequent) renewal application under Section 8(3) of the unamended MMDR Act, at least twelve months before the renewed lease was due to expire, and whose application had not been considered and rejected (though not entitled to any benefit under the unamended Section 8A of the MMDR Act and the amended Rule 24A(6) of the Mineral Concession Rules) up to 12.1.2015, would still have the benefit of sub-sections (5) and (6) of Section 8A of the amended MMDR Act, in view of the situation sought to be remedied by the Mines and Minerals (Development and Regulation) Amendment Act, 2015.

(vi) Consequent upon the amendment of Section 8A of the MMDR Act, the regime introduced through sub-sections (5) and (6) thereof, provides for three contingencies where benefits have been extended to leaseholders whose lease period had earlier been extended by a renewal. Firstly, for a leaseholder whose renewal period had expired before 12.1.2015, and the leaseholder had moved an application for renewal at least twelve months before the leaseholder's existing lease was due to expire, and whose application has not been considered and rejected, the lease period would stand extended up to 31.3.2030/31.3.2020 (in the case of captive/non-captive mines, respectively).

Additionally, a leaseholder whose period of renewal would expire after 12.1.2015, but before 31.3.2030/31.3.2020, the lease period would stand extended up to 31.3.2030/31.3.2020 (in the case of captive/non-captive mines, respectively). Secondly, where the renewal of the mining lease already extends to a period beyond 31.3.2030/31.3.2020 (in the case of captive/non-captive mines, respectively), the lease period of such leaseholders, would continue up to the actual period contemplated by the renewal order. Thirdly, a leaseholder would have the benefit of treating the original lease period as of fifty years. Accordingly, even during the renewal period, if the period of the mining lease would get extended (beyond the renewal period) by treating the original lease as of fifty years, the leaseholder would be entitled to such benefit.

Out of the above three contingencies provided under sub-sections (5) and (6) of Section 8A, the contingency as would extend the lease period farthest, would enure to the benefit of the leaseholder.

(vii) Based on the interpretation placed by us on Section 4A(4) of the MMDR Act, and Rule 28 of the Mineral Concession Rules, we can draw the following conclusions. Firstly, unless an order is passed by the State Government declaring, that a mining lease has lapsed, the mining lease would be deemed to be subsisting, up to the date of expiry of the lease period provided by the lease document. Secondly, in situations wherein an application has been filed by a leaseholder, when he is not in a position to (or for actually not) carrying on mining operations, for a continuous period of two years, the lease period will not be deemed to have lapsed, till an order is passed by the State Government on such application. Where no order has been passed, the lease shall be deemed to have been extended beyond the original lease period, for a further period of two years. Thirdly, a leaseholder having suffered a lapse, is disentitled to any benefit of the amended MMDR Act, because of the express exclusion contemplated under Section 8A(9) of the amended MMDR Act.

3 On behalf of the Revisionist following submissions were made:

3.1 There can be no automatic and / or deemed lapsing by operation of law. The apex court judgement has held that in lapse of a mining lease is not automatic and a mining lease would not be deemed to be lapsed under Section 4A(4) till the State Government passes the order, declaring the mining lease to have lapse and further communication in this regard has been communicated to lease holder.

3.2 In the cases being heard today there has been retrospective application of deeming provision which is bad in law and does not passed the spirit of the judgement delivered by Hon'ble apex court. The retrospective application takes away the rights of the Revisionist which are inbuilt in the 3rd proviso of 4A(4) and accord a window of six month from the date of its lapse, for filling of a revival application.

3.3 The Hon'ble apex court judgement is clear in pronouncing that vital vested rights in a lease holder can be curtailed without affording him opportunity to repudiate the impression of the competent authority. The issue of competent authority was emphasized and argued that this has to be read with section 26(2) of the MMDR Act, 1957 which reads as under:

The State Government may, by notification in the Official Gazette, direct that any power exercisable by it under this Act may, in relation to such matters and subject to such conditions, if any, as may be specified in the notification, be exercisable also by such officer or authority subordinate to the State Government as may be specified in the notification.

3.4 Delay is apprehended in taking appropriate decision by the State Government therefore, there should be a clear direction given to the State authorities for disposal of all the concerned cases on the basis of maxims set out by the Hon'ble apex court to insure that there is no endless wait for justice.

4 On behalf of the State Government following submissions were made:

4.1 The provisions related to lapsing were applied keeping the merits of individual cases in mind. However, keeping in view the directions of the Apex court the pending cases needed to be reviewed on the basis of fresh direction.

4.2 They have no objection for cases being remanded back to State Government for appropriate consideration in the light of Hon'ble apex court's directions.

4.3 It was reiterated that the concept of automatic lapsing was in built in the regime being followed for dispensation of such cases and even in some revision cases in the past such approach has been upheld. With more clarity from Apex court certainly the pending cases will need a fresh review.

5 Arguments put forth on behalf of the revisionist and the State Government have been perused in light of the directions of the Hon'ble apex court. Since State Government has raised the issue about the lapsing regime at work on the basis of which decisions were taken in the past at the state level and also by Revisionary Authority in disposal of revision application from time to time, it is appropriate to place on record about than prevailing understanding on the law and the subordinate legislation associated with it. This is being dealt in subsequent sub-paragraphs before coming to final conclusion in all the related cases.

5.1 Section 4A (4) deals with the provision of lapsing. Two issues were important in this regard. Firstly, lapsing was supposed to kick in by efflux of time which was binding in nature and secondly, the two provisos to section 4A (4) provided a remedy against this.

5.2 By the effect of the first proviso an application could have been made to the State Government before the period of two years (of non-mining) requesting the State Government to pass an order that the lease shall not lapse. A positive action is required on part of the State

Government to prevent lapsing. Therefore, lapsing was treated as the default condition. Such an application is made under rule 28(2) of MCR, 1960 which states as under:

"28.(2) Where a lessee is unable to commence the mining operation within a period of two years from the date of execution of the mining lease, or discontinues mining operations for a period exceeding two years for reasons beyond his control, he may submit an application to the State Government, explaining the reasons for the same, at least three months before the expiry of such period :"

5.3 The second proviso provided that in case the lease has lapsed an application can be made for its revival within six months from the date of its lapse. Such an application can be made under rule 28A(1) of MCR, 1960 which states as under:

"28A.(1) Where a lessee is unable to commence the mining operations within a period of two years from the date of execution of the mining lease, or discontinues mining operations for a period of exceeding two years for reasons beyond his control, he may submit an application to the State Government explaining the reasons for the same at least within six months from the date of its lapse:

Provided that the lease has not been revived under this provision for more than twice during the entire period of the lease."

5.4 If the application for non-lapsing under the first proviso to section 4A(4) was pending the lease shall not lapse for a further period of two years by virtue of proviso to rule 28(4) of MCR, 1960. This again showed that the lapsing was considered to be automatic.

5.5 The requirement of an order being passed under rule 28(1) of MCR, 1960 could not be treated as an indispensable and essential action for the lease to be treated as lapsed, as no such requirement was contemplated in the main section under 4A(4) which states that lapsing is by efflux of time.

5.6 No discretion was available with regard to lapsing. Lapsing occurred by the effect of efflux of time as deduced from the section 4A(4). Rule 28(1), states as follows:

"28.(1) Subject to the conditions of this rule where mining operations are not commenced within a period of two years from the date of execution of the lease, or is discontinued for a continuous period of two years after commencement of such operations, the State Government shall, by an order, declare the mining lease as lapsed and communicate the declaration to the lessee."

5.7 Rule 28 of MCR, 1960 does not contemplate the eventuality of the State Government not passing an order, in case there has been no mining for two years, for the simple reason that the principal act very categorically stated that the lease shall lapse on the expiry of the period of two years of non-mining :

"(4) Where the holder of a mining lease fails to undertake mining operations for a period of two years after the date of execution of the lease or having commenced mining operations, has discontinued the same for a period of two years, the lease shall lapse on the expiry of the period of two years from the date of execution of the lease or, as the case may be, discontinuance of the mining operations:

[emphasis added]

Provided that the State Government may, on an application made by the holder of such lease before its expiry under this sub-section and on being satisfied that it will not be possible for the holder of the lease to undertake mining operations or to continue such operations for reasons beyond his control, make an order, subject to such conditions as may be prescribed, to the effect that such lease shall not lapse:

Provided further that the State Government, may on an application by the holder of a lease submitted within a period of six months from the date of its lapse and on being satisfied that such non commencement or discontinuance was due to reasons beyond the control of the holder of the lease, revive the lease from such prospective or retrospective date as it thinks fit but not earlier than the date of lapse of the lease:

Provided also that no lease shall be revived under the second proviso for more than twice during the entire period of the lease."

5.8 A reading of section 4A (4) makes it clear that the lease should have lapsed on the expiry of the period of two years of non-mining. Further, there is no enabling provision in section 4A (4) for subordinate legislation. If there had been an enabling provision for subordinate legislation, the provisions of the subordinate legislation/rule completely dominate occupy the legislative space as there is a vacuum in the principal act. However, it was not the case here. A reading of section 4A (4) was interpreted to mean that the lease shall lapse on the expiry of the period of two years of non-mining. Rule 28 and 28A of MCR, 1960 only provided the working details within the framework of the principal enactment. If there are any spaces perceived in the rules the same was filled by the relevant provision of the principal legislation. It is a well-known principle of statutory interpretation that subordinate legislation is to be made within the framework of the powers so delegated by the legislature and is, therefore, known as delegated or subordinate legislation.

5.9 Rule 28 of MCR, 1960 pertains to section 4A(4) and its first un-amended proviso. Rule 28A of MCR, 1960 relates to second and third un-amended provisos of section 4A(4).

5.10 That the order of the State Government was not an assumed necessity, a **sine qua non** for lapsing was presumed when we read the provisions of rule 28A of MCR which states that:

"28A.(1) Where a lessee is unable to commence the mining operations within a period of two years from the date of execution of the mining lease, or discontinues mining operations for a period of exceeding two years for reasons beyond his control, he may submit an application to the State Government explaining the reasons for the same at least within six months from the date of its lapse:"

As per rule 28(1) of MCR if there has been no mining for two years the State Government is duty bound to pass an order of lapsing. There is no discretion to the State Government in this regard. Lapse is not by effect of the order, rather lapsing is by default on account of non-working for two years. If the State Government has defaulted by not passing an order it does not nullify the original non-working by the lessee that will lead to lapsing. The order of the State Government is mere recording of the fact of the lapse - like a death certificate. If a person dies and the death certificate has not been issued it does not mean that the person is alive.

5.11 The opening portion of rule 28A is exactly the same as rule 28(2). If the lapsing had not been automatic, then the opening portion of rule 28A would have been different. Rule 28A contemplates lapsing by effect of passing of two years without mining and goes on to provide an opportunity to the lessee to revive the lease which has lapsed by efflux of time.

5.12 If the lapsing had not been assured to be automatic, then there perhaps would be no meaning to rule 28A. It is a settled law that a provision in a statute must not be so interpreted as to reduce another provision to a "useless lumber" or a "dead letter".

6 Notwithstanding the perceived understanding on lapsing provisions, with the Apex court judgement, on the issue there is clarity on the lapsing framework and related process. In accordance with Apex court direction now it is clear position that lapsing is not an automatic provision and cause of discontinuation of mining operation has to be preceded by scrutiny and steps fulfilling the

maxim of natural justice. In view of above discussion, the Impugned Orders listed in **Annexure A**, need reconsideration to follow the directions provided in the said Apex court judgement. Therefore, all the Impugned Orders as list in **Annexure A** are set aside herewith and remanded back to the State Government for suitable reconsideration in-line with the Hon'ble Apex court's direction on the provisions of lapsing expeditiously.

7 The Order may be communicated to all the parties.

(Sudhaker Shukla)
Economic Adviser and
Revisionary Authority

ANNEXURE A

Sl. No	RA No./Name of the Revisionist	Impugned order No. and date	Representative of Revisionist	Representative of State Govt.
1.	22(18)/2013/RC-I Shri Birat Chandra Dagara	No. 701/IV(B)SM-10/2012/SM, Bhubaneswar, Date 29.01.2013	1) Shri Biswajit Das, Advocate 2) Ms. Vanshika Chandra, Advocate	Ms. Kirti Mishra, Advocate
2.	22/22/2013/RC-I M/s Mineral Trading Syndicate	No. 4596/III(A)SM – 07/S&M, Bhubaneswar, Dated 23.05.2013	1) Sh. Naveen Kumar, Advocate	Shri Som Raj, Choudhary, Advocate
3.	22/31/2013/RC-I Shri Chandi Prasad Sharma	No.5948/III(B)SM-06/2010/S&M, Bhubaneswar, Dated 26.06.2013	1) Mr. Manas Mohapatra, Sr. Advocate 2) Shri Shiv Mangal Sharma, Advocate 3) Shri L. Mohapatra, Advocate	Shri Soumyajit Pani
4.	22/46/2013/RC-I Shri Biraja Sankar Mishra	No.6048/III(LD)SM33/2010/S&M, Bhubaneswar, Dated 29.06.2013	1) Shri A. P. Bose, Advocate 2) Shri B. S. Mishra Lessee	Ms. Kanika Singh, Advocate for Shri Arunav Patnaik, Advocate
5.	22/78/2014/RC-I M/s Tarini Minerals	No. 83/III(MN)SM-20/2006/S&M, Bhubaneswar, Dated 30.01.2014	1) Mr. Manas Mohapatra, Sr. Advocate 2) Shri Shiv M. Sharma, Advocate 3) Shri L. Mohapatra, Advocate 4) Shri Shishir K. Rautray, Advocate	Ms. Kanika Singh, Advocate for Shri Arunav Patnaik, Advocate
6.	22/129/2014/RC-I Shri Prabhas Chandra Agrawal	No. 7417/III(GR)SM-06/2013/S&M Bhubaneswar, Dated: 27.09.2014	1) Shri Naveen Kumar, Advocate	Ms. Kanika Singh, Advocate for Shri Arunav Patnaik, Advocate
7.	22/138/2014/RC-I M/s Saligram Khirwal	No.7432/III(LD)SM-25/2011/S&M Bhubaneswar, Dated: 27.09.2014	1) Shri P. R. Mishra, Advocate	Shri Som Raj Choudhary, Advocate
8.	223/03/2015/RC-I M/s N. K. Minerals	No.7445/III(GR)SM-11/2013/S&M, Bhubaneswar, 27.09.2014	Absent	Shri Som Raj Choudhary
9.	22/04/2015/RC-I M/s N. K. Minerals	No. 7501/III(GR)SM-23/2013/S&M Bhubaneswar, Dated: 27.09.2014	Absent	Shri Som Raj Choudhary
10.	22/05/2015/RC-I Shri Dipti Ranjan Patnaik	No. 233/III(A)SM-06/2010/S&M, Bhubaneswar, Dated: 07.01.2015	1) Shri A. K. Parija, Sr. Advocate 2) Shri Naveen Kumar, Advocate	Shri Som Raj Choudhary

11.	22/15/2015/RC-I M/s The Orissa Minerals Development Company Ltd.	No.10424/III(A)SM-07/2013, Dated: 29.12.2014	1) Ms. Pinky Anand, Sr. Advocate, ASG 2) Shri Shubhramshu Padhi, Advocate	Shri Som Raj Choudhary, Advocate
12.	22/20/2015/RC-I M/s The Orissa Minerals Development Company Ltd.	No. 341/III(A)SM-09/2013/S&M, Bhubaneswar, Dated: 08.01.2015	1)Ms. Pinky Anand, Sr. Advocate, ASG 2)Shri Shubhramshu Padhi, Advocate	Shri Som Raj Choudhary, Advocate
13.	22/21/2015/RC-I M/s The Orissa Minerals Development Company Ltd.	No. 533/III(A)SM-04/2013/S&M, Bhubaneswar, Dated 13.01.2015	1)Ms. Pinky Anand, Sr. Advocate, ASG 2)Shri Shubhramshu Padhi, Advocate	Shri Som Raj Choudhary, Advocate
14.	22/22/2015/RC-I Shri Shiv Dutt Sharma	No. 285/III(B)SM-01/2011/S&M Bhubaneswar, Dated: 07.01.2015	Shri Naveen Kumar, Advocate	Shri Som Raj Choudhary, Advocate
15.	22/23/2015/RC-I M/s Sun Alloys and Minerals Ltd.	No. 743/III(MN)SM-RML-16/2008, Bhubaneswar, Dated: 16.01.2015	1) Mr. Sojit Mohanti, Sr. Advocate 2) Mr. Naveen Kumar 3) Mr. S. P. Panda, Advocate	Shri Som Raj Choudhary, Advocate
16.	22/26/2015/RC-I Shri K. C. Pradhan	No. 246/III(A)SM-02/2013, Bhubaneswar, Dated 07.01.2015	1)Mr. Manas Mohapatra, Sr. Advocate 2)Shri Shiv M. Sharma, Advocate 3)Shri L. Mohapatra, Advocate 4)Shri Shishir K. Rautray, Advocate	Shri Som Raj Choudhary, Advocate
17.	22/76/2015/RC-I M/s Ferro Alloys Corporation Ltd. (FACOR)	No. 8154/III(CR)SM-02/2015/SM, Bhubaneswar, Dated: 27.08.2015	Shri Naveen Kumar, Advocate	Shri Shashank Bajpai, Advocate
18.	22/82/2015/RC-I Shri Prabhudyal Agarwal	No. 9625/IV(BX)SM-181/2015/SM, Bhubaneswar, Dated: 29.09.2015	Shri P. R. Mishra, Advocate	Absent
19.	22/35/2015/RC-I M/s Indicom Minerals & Metals Pvt. Ltd.	No.1026/S&M/III(MN)SM-25/2006, Bhubaneswar, Dated 27.01.2015	1) Shri G. N. Reddy, Advocate	Shri Shashank Bajpai, Advocate
20.	22/36/2015/RC-I M/s Bonai Industrial Co. Ltd.	No.5325/III(MN)SM-08/2013/S&M, Bhubaneswar, Dated 16.06.2015	1) Shri Sanjit Mohanty, Sr. Advocate 2) Shri J. K. Das, Sr. Advocate 3) Shri R.R. Swain, Advocate	Shri Som Raj Choudhary, Advocate

21.	22/41/2015/RC-I Shri Kshirod Chandra Pradhan	No.3897/III(A)-19/2013/S&M, Bhubaneswar, Dated: 01.05.2015	Shri Sidharth Pradhan	Shri Shashank Bajpai, Advocate
22.	22/46/2015/RC-I Shri Gouri Shankar Choubey	No.5711/III(A)SM-24/2013/S&M, Bhubaneswar, 25.06.2015	Shri Malang Kumar Mohanty, Liasion Officer	Shri Shashank Bajpai, Advocate
23.	22/47/2015/RC-I M/s Feegrade & Company Pvt. Ltd.	No.5711/III(B)SM-77/2004/S&M, Bhubaneswar, Dated: 13.08.2015	1) Shri Sanjit Mohanty, Sr. Advocate 2) Shri J. K. Das, Sr. Advocate 3) Shri R.R. Swain, Advocate	Shri Shashank Bajpai, Advocate
24.	22/48/2015/RC-I Shri Manoranjan Das	No.5333/III(MN)SM-09/2013/S&M, Bhubaneswar, Dated: 16.06.2015	Shri Sidharth Shankar Padhy, Advocate	Shri Shashank Bajpai, Advocate
25.	22/49/2015/RC-I M/s Rasik Lal & Company	No.5337/III(D)SM-24/2007/S&M, Bhubaneswar, Dated: 16.06.2015	Shri R. N. Sahu Mining Consultant	Absent
26.	22/53/2015/RC-I Shri Jay Kishore Choubey	No.5329/SM/III(A)SM-21/2013, Bhubaneswar, Dated: 16.06.2015	1) Shri Naveen Kumar, Advocate 2) Shri R. R. Swain, Advocate	Shri Shashank Bajpai, Advocate
27.	22/54/2015/RC-I M/s Rungta sons Pvt. Ltd.	No.8762/III(BX)SM-08/2006/S&M, Bhubaneswar, Dated: 07.09.2015	1) Shri Sanjit Mohanty, Sr. Advocate 2) Shri J. K. Das, Sr. Advocate	Shri Shashank Bajpai, Advocate
28.	22/59/2015/RC-I Shri Bajrang Sharda	No.7526/SMIII(MN)SM-03/2011, Bhubaneswar, Dated: 12.08.2015	1) Mr. Sanjit Mohanty, Sr. Advocate 2) Shri Bajrang Sharda, Revisionist	Shri Som Raj Choudhary, Advocate
29.	22/64/2015/RC-I M/s Orissa Industries Ltd.	No.7471/III(B)SM-03/2000, Bhubaneswar, Dated: 27.09.2014	Absent	Shri Shashank Bajpai, Advocate
30.	22/68/2015/RC-I M/s The Orissa Minerals Development Company Ltd.	No.7422/SM/III(A)SM-04/2010, Bhubaneswar, Dated: 06.08.2015	1) Mr. Shubhranshu Padhi, Advocate 2) Mr. Samarendra Tripathi Tripathy, Dy. Manger	Shri Shashank Bajpai, Advocate

31.	22/70/2015/RC-I M/s Ferro Alloys Company Ltd.	No.7730/SM/III(MN)S&M-15/2015, Bhubaneswar, Dated: 13.08.2015	1) Shri Ashok Parija, Sr. Advocate 2) Shri R.M. Patnaik, Advocate 3) Sh. P. P. Mohanty, Advocate	Shri Shashank Bajpai, Advocate
32.	22/72/2015/RC-I M/s Tata Steel Ltd.	No.7611/III(MN)SM-21/2013/S&M, Bhubaneswar, Dated: 13.08.2015	1) Mr. Ashok Parija, Sr. Advocate 2) Ms. Neha Khandelwal, Advocate	Shri Shashank Bajpai, Advocate
33.	22/73/2015/RC-I M/s Serajuddin & Co.	No.IV(AB)SM-3/2015/7956/S&M, Bhubaneswar, dated 22.08.2015	1) Shri Ashok Parija, Sr. Advocate 2) Shri R.M. Patnaik, Advocate	Shri Shashank Bajpai, Advocate
34.	22/74/2015/RC-I M/s Zenith Mining Pvt. Ltd.	No.7637/III(B)SM-09/2012/S&M, Bhubaneswar, Dated: 14.08.2015	Mr. P. R. Mishra, Advocate	Shri Shashank Bajpai, Advocate
35.	22/77/2015/RC-I Shri Kshirod Chandra Pradhan	No.IV(AB)SM-52/2015/7870/S&M, Bhubaneswar, Dated: 20.08.2015	Shri Sidharth Pradhan	Shri Shashank Bajpai, Advocate
36.	22/78/2015/RC_1 Mr. Manoranjan Das	No.IV(AB)SM-27/2012/7853/S&M, Bhubaneswar, Dated: 20.08.2015	Shri Bijoy Kumar Das, Manager	Shri Shashank Bajpai, Advocate
37.	22/80/2015/RC-I Mr. Manoranjan Das	No.7984/SM/III(MN)-13/2015, Bhubaneswar, Dated: 24.08.2015	Shri Sidharth Shankar Padhy, Advocate	Shri Shashank Bajpai, Advocate
38.	22/81/2015/RC-I Shri Antaryami Mishra	No.9721/II(GR)SM-151/2015/S&M, Bhubaneswar, Dated: 30.09.2015	Mr. Kedar Nath Tripathy, Advocate	Absent
39.	22/84/2015/RC-I M/s OCL India Ltd.	No.8813/SM/II(LD)SM-125/2015, Bhubaneswar, Dated:08.09.2015	1) Mr. Ashok Parijha, Advocate 2) Mr. R.M. Patnaik, Advocate 3) Mr. P.P. Mohanty, Advocate	Absent
40.	22/86/2015/RC-I Shri Prabhas Chandra Agrawal	No.9696/II(GR)SM-01/2012/S&M, Bhubaneswar, Dated: 30.09.2015	Mr. Naveen Kumar, Advocate	Absent
41.	22/87/2015/RC-I Shri Prabhas Chandra Agrawal	No.8967/II(GR)SM-10/2011/S&M, Bhubaneswar, Dated: 11.09.2015	Mr. Naveen Kumar, Advocate	Absent

42.	22/88/2015/RC-I Shri Prabhas Chandra Agrawal	No.9693/II(QR)SM-17/2011/S&M, Bhubaneswar, Dated: 30.09.2015	Mr. Naveen Kumar, Advocate	Absent
43.	22/89/2015/RC-I Sri Pawan Kumar Aluwalia	No.11470/ III(B)SM-01/2013/S&M, Bhubaneswar, Dated 26.11.2015	1) Shri Manas Mohapatra, Sr. Advocate 2) Shri S. K. Routray, Advocate 3) Shri Shiv M. Sharma, Advocate	Absent
44.	22/90/2015/RC-I Shri Jay Kishore Choubey	No.9275/III(A)SM-21/2013/S&M, Bhubaneswar, Dated: 19.09.2015	1) Shri Naveen Kumar, Advocate 2) Shri R. R. Swain, Advocate	Absent
45.	22/91/2015/RC-I Shri Jyoti Pramanik	No.9169/II(LD)SM-144/2015/S&M, Bhubaneswar, Dated: 15.09.2015	1) Shri Sreejit Mohanty, Advocate	Absent
46.	22/01/2016/RC-I M/s Pradhan Industries	No.9776/II(GR)SM-168/2015/S&M, Bhubaneswar, Dated: 30.09.2015	Shri Naveen Kumar, Advocate	Absent
47.	22/04/2016/RC-I M/s Mideast Carbon Pvt. Ltd.	No.8808/II(LD)SM-124/2015/SM, Bhubaneswar, Dated:08.09.2015	Shri R. N. Sahu, Mining Consultant	Absent
48.	22/05/2016/RC-I Shri Ghanasyam Agrawal	No.9711/IV(GM)SM-184/2015/SM, Bhubaneswar, Dated: 30.09.2015	Shri P. R. Mishra, Advocate	Absent
49.	22/06/2015/RC-I Shri Dinesh Chandra Das	No. 10502/III(A)SM-03/2011/S&M, Bhubaneswar, Dated: 30.10.2015	Shri Naveen Kumar, Advocate	Absent
50.	22/08/2016/RC-I Late Shri Drupada Chandra Dagara	No.12046/III(C)SM-48/2000/SM, Bhubaneswar, Dated: 09.12.2015	1) Shri Biswajit Das, Advocate 2) Shri S. K. Dagara, 3) Shri D. Dagara	Absent
51.	22/09/2016/RC-I Mr. Sadasiva Tripathy	No.10299/III(D)SM-38/2008/S&M, Bhubaneswar, Dated: 15.10.15	Shri R. N. Sahu, Mining Consultant	Absent
52.	22/11/2016/RC-I Mr. Bhimsen Apat	No.12390/II(LD)SM-196/2015/SM, Bhubaneswar, Dated: 21.12.2015	Shri P. R. Mishra, Advocate	Absent
53.	22/12/2016/RC-I Shri Sibananda Pradhan	No.12430/II(GR)SM-188/2015/SM, Bhubaneswar, Dated: 21.12.2015	1) Mr. Ashok Parija, Sr. Advocate 2) Mr. R. M. Patnaik, Advocate	Absent
54.	22/13/2016/RC-I M/s R. V. Enterprises	No.12375/II(LD)SM-1912015/SM, Bhubaneswar, Dated: 21.12.2015	Mr. P. R. Mishra, Advocate	Absent
55.	22(19)/2015 RC-I Shri Umesh Chandra Mishra	No. 272/III(MN)SM-06/2010/S&M, Bhubaneswar, dated: 07.01.2015	1) Shri Manas Mohapatra, Sr. Advocate 2) Shri M Sharma, Advocate 3) Shri S Rautray, Advocate	Absent
56.	22(02)/2016 RC-I Shri Sadasiva Tripathy	No.8818/II(LD)SM-127/2015/S&M, Bhubaneswar, dated: 08.09.2015	1) Santosh kumar, Advocate	Absent

Chandi Prasad Sharma

MINES OWNER

ANNEXURE - IV

Head Office :

At - AMLATOLA
CHAIBASA - 833 201
DIST. SINGHBHUM WEST
STD. - 06582 PHONE - 256540

Barbil Office :

Near Indane Gas Agency
Daily Market
P.O. - BARBIL - 758 035
DIST. KEONJHAR (ODISHA)
Mob. 9937098707 & 9471579161

Branch Office :

BARAJAMDA
DIST. SINGHBHUM WEST
Mob. 8271988563

Ref. No.

Date 05.08.2019

To,

The Director of Mines,
Department of Steel & Mines.
Bhubaneswar.

Sub: Submission of certified copy of the order dated 23.07.2019 of the Hon'ble High Court of Orissa in WP(C) No. 25023/2017 in respect of Raikela, Bahmba & Tensa Iron & Mn. Ore Mines of Sri Chandi Prasad Sharma in Bonai Sub-division of Sundargarh District.

Sir,

With reference to the above mentioned subject matter I am to inform you that The Revisional Authority vide Final Order No.105/2016 to 160/2016 dated 11.05.2016 being a common order has set aside the impugned order dated 26.06.2013 passed by the Govt. of Odisha. In the Final Order my case is listed as SI.No.3(Annexure-A) as R.A. No.22/31.2016/RC-I. The State Govt. has challenged my order in the Hon'ble High Court of Orissa as WP(C) No. 25023/2017 and the matter was disposed by the Hon'ble High Court of Orissa on 23.07.2019.

I am herewith submitting the xerox copy of the certified copy of the order dated 23.07.2019 of the Hon'ble High Court of Orissa in WP(C) No.25023/2017.

This is for your kind information and necessary perusal.

Thanking you.

Yours faithfully.

Anil Kumar Sharma

Anil Kumar Sharma
For: Chandi Prasad Sharma.
Power of Attorney Holder.



Chandi Prasad Sharma
Qualified Person



IN THE HIGH COURT OF ORISSA: CUTTACK
(WRIT JURISDICTION CASE)

W.P. (C) No. 25023 Of 2017

Code No. 27 00 00

In the matter of:

An application under Article 227 of the
Constitution of India;

AND

In the matter of:

An application relating to The Mines and
Minerals (Development and Regulation)
Act, 1957;

AND

In the matter of:

An application relating to The Mineral
Concession Rules, 1960;

AND

In the matter of:

An application assailing the common
Order dtd.11.05.2016 passed by the
Revisional Authority in Revision
Application No. 22/(31)/2013/RC-I & 55
Others;

AND

In the matter of:

State of Odisha, represented through its
Principal Secretary to Govt., Department
of Steel & Mines, Secretariat Building,
Bhubaneswar, District: Khurda

... Petitioner



Mangalika Saini



Chandrabhan Das
Qualified Person

-Versus-

1. Government of India,
represented through its Secretary,
Ministry of Mines,
Shastri Bhawan, New Delhi-11 00 01
2. Sri Anil Kumar Sharma, aged about 53
year, Son of late Chandī Prasad
Sharma(since deceased), P.O.:
Chaibasa, Dist.: West Singhbhum,
PIN - 833201, Jharkhand through his
legal representatives

... Opp. Parties

The matter out of which...



2

Chandrababu Naidu
Qualified Person 50.

Sl. No. of Order	Date of Order	ORDER WITH SIGNATURE	Office note as to action (If any), taken on Order
13.	23.07.2019	<p><u>W.P.(C) Nos. 25023, 17858, 17880, 21729, 21730, & 25025 of 2017, W.P.(C) Nos. 10130, & 10617 of 2018, and W.P.(C) No. 1464 of 2019</u></p> <p>Heard learned counsel for the parties.</p> <p>Since the issue involved in all these writ petitions are similar, all are taken up together for hearing and disposal.</p> <p>By way of these writ petitions, petitioner-the State of Odisha assail the common order dated 11.05.2016 passed by the Revisional Authority under Section 30 of the Mines & Minerals (Development & Regulation) Act, 1957 (MMDR Act) & Rules 55 of the Mineral Concession Rules, 1960 (MCR).</p> <p>Learned counsel for the opposite parties in all these matters jointly submit that the issue involved in these writ petitions has already been decided by this Court in the case of <i>State of Odisha, represented through its Principal Secretary, Department of Steel and Mines, Odisha Vs. Government of India, represented through its Secretary, Ministry of Mines, New Delhi & Anr., in W.P.(C) No. 18859 of 2017</i> vide judgment dated 16.11.2017, holding that such writ petition filed by the State would not be maintainable on merits. Therefore, it is</p>	

[O. H. C.-98]

Sl. No. of Order	Date of Order	ORDER WITH SIGNATURE	Office note as to action, (if any), taken on Order
		<p>prayed that these writ petitions may also be disposed of in the same terms.</p> <p>We have gone through the present writ petitions and the judgment of this Court referred above. This Court, while considering the same issue in the aforesaid judgment, placing reliance upon various decisions of the Supreme Court, more particularly, the observations made at paragraph 17 in Pushpa Devi Bhagat Vs. Refinder Singh & Ors., (2006) 5 SCC 566, held that the writ petition filed by the State would not be maintainable on merits.</p> <p>Since the challenge made by the State Government in these writ petitions are is very much similar to W.P.(C) No. 18859 of 2017 referred to above, we dispose of all these writ petitions, in terms of the judgement rendered by this Court in W.P.(C) No. 18859 of 2017 (<i>supra</i>), holding that these writ petitions are not maintainable.</p>	

Sd/- K. S. Thaveri, C.J

Sd/- K. R. Mohapatra, J



Comp. by
C. J.
29.7.19

U

Date of Application :-
 Date of Notification :-
 Date of Supply :-
 Date of Ready :-
 Date of Delivery :-

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68822/19

	Rs.	P.
Application Fee.....	5	50
Searching Fee.....		
Extra Fee.....	3	00
Polices 4.....	10	00
Photographs.....	4	00
Other Items.....	2	60
Total	25	10

(Rupees Twenty Five & Paise ten only)

EXAMINER OF COPIES
 CUM
 SUPERINTENDENT
 COPYING DEPARTMENT



CERTIFIED TO BE A TRUE COPY
 29.7.19
 Assistant Registrar (Estt.)
 ORISSA HIGH COURT
 Bhubaneswar

Chandi Prasad Sharma

MINES OWNER

Head Office :

At - AMLATOLA
CHAIBASA - 833 201
 DIST. SINGHBHUM WEST
 STD : 06582 Phone : 256540

Barbil Office :

Plot No, 315, Sundara Basti
 Near Adhar Regency
P. O. BARBIL - 758 035
 Dist. - Keonjhar (Orissa)
 Mob : 9437961096, 9937098707

Branch Office :

BARAJAMDA
 DIST. SINGHBHUM WEST
 Mob : 9431133208

Ref. No.....

Dated 30-01-2017.....

To,
 The Secretary cum commissioner
 Govt. of Odisha,
 Department of Steel & Mines.
Bhubaneswar.

Sub: Request to issue Letter of Extension of Mining lease in respect of Raikela, Bahamba & Tensa Iron & Mn. Ore mines in village - Raikela, Bahamba & Tensa over an area of 69.606 hectares in Bonai Sub-Division of Sundergarh District of Odisha.

Dear Sir,

With reference to the above mentioned subject matter I beg to submit the following:

1. Sri Chandi Prasad Sharma was granted a Mining Lease for Iron & Mn. Ore in villages Raikela, Bahamba & Tensa in Bonai Sub-division of Sundergarh District, Odisha over an area of 69.606 Hectares vide Govt. of Odisha, Dept. of Mining & Geology vide proceeding no. 10903 /III(B)MG/44/85/MG, Bhubaneswar, dated 25.09.1985
2. The mining lease deed was executed on 17.04.1986 for a period of 20 years and the lease was valid up-to 16.04.2006.

Chandrabhanu Das
 Qualified Person

Chandi Prasad Sharma

MINES OWNER

Head Office :

At - AMLATOLA
CHAIBASA - 833 201
DIST. SINGHBHUM WEST
STD : 06582 Phone : 256540

Barbil Office :

Plot No. 315, Sundara Basti
Near Adhar Regency
P. O. BARBIL - 758 035
Dist. - Keonjhar (Orissa)
Mob : 9437961096, 9937088707

Branch Office :

BARAJAMDA
DIST. SINGHBHUM WEST
Mob : 9431133208

Ref. No.....

Dated.....

3. Application for renewal of the said mining lease was made within statutory period in FORM- J on 15.04.2005 to The Commissioner Cum Secretary , Department of Steel & Mines, Govt. of Odisha, Bhubaneswar.
4. The Lessee applied for approval of De-reservation proposal on 20.05.2005 to The Principal Chief Conservator of Forests, Bhubaneswar and the same is under process. In this regard ,The Addl. District Magistrate, Sundergarh issued a Memo No.1055/R dated 11.04.2013 to the block Development Officer, Koira whereby requested the Block Development Officer, Koira to conduct Pallisabha meeting for 16.980 ha. Of the safety zone area under Schedule Tribe and Others Traditional Forest Dweller's (Recognition of forest Rights) Act,2006. Copy of the said letter is marked as ANNEXURE-1.
5. Further the Lessee applied for Temporary Working Permission on 24.11.2006 to The Chief Conservator of Forests (Nodal), Office of the P.C.C.F, Bhubaneswar, Odisha which is also pending till date.
6. The Divisional Forest Officer, Bonai division, Bonai , issued a demand letter vide no. 2886/6F dt. 05.06.2010 for payment of Rs.4,94,32,680/- towards NPV within 30 days of issue of said letter. Copy of letter dated 05.06.2010 is annexed as ANNEXURE-2.

Chandrabhanu Das
Qualified Person
54

Chandi Prasad Sharma

MINES OWNER

Head Office :

At - AMLATOLA
CHAIBASA - 833 201
DIST. SINGHBHUM WEST
STD : 06582 Phone : 256540

Barbil Office :

Plot No. 315, Sundara Basti
Near Adhar Regency
P. O. BARBIL - 758 035
Dist. - Keonjhar (Orissa)
Mob : 9437961096, 9937096707

Branch Office :

BARAJAMDA
DIST. SINGHBHUM WEST
Mob : 9431133208

Ref. No.....

Dated.....

7. After receiving the aforesaid letter , payment of Rs.4,94,32,680/- (Four crore ninety four lacs thirty two thousand six hundred eighty) only was made vide Demand Draft No. 094965 dt. 25.06.2010 in favour of 'Compensatory Afforestation Fund (CAF)-Orissa on 26.06.2010. Copy of the letter is annexed as ANNEXURE-3.
8. Lessee received a notice no. 1673/III(B) SM-6/2010/S&M, Bhubaneswar dt.21.02.2013 under rule 26(1) of M.C.Rules , 1960 from the Joint Secretary to Govt. Govt. of Odisha, Department of Steel & Mines , Bhubaneswar for personal hearing on RML application on 12.03.2013 at 11.00 A.M, RML CELL, Room No.45, Odisha State Guest House, Bhubaneswar. The photocopy of the said notice is annexed as ANNEXURE-4.
9. The Joint Secretary to Government, Govt. of Odisha, Department of Steel & Mines, issued Order No. 5948/III(B)SM-06/2010/S&M dated. 26.06.2013 whereby the lease was treated as lapsed w.e.f 22.02.2013 u/s 4A(4) of MMDR Act,1957 read with the provision u/r-28(1) of MCR, 1960 and to treat the RML application as infructuous and devoid of any merit for consideration in view of the lease having treated as lapsed. Copy of the order is marked as ANNEXURE-5.

Chandi Prasad Sharma

MINES OWNER

Head Office :

At - AMLATOLA
CHAIBASA - 833 201
DIST. SINGHBHUM WEST
STD : 06582 Phone : 256540

Barbil Office :

Plot No. 315, Sundara Basti
Near Adhar Regency
P. O. BARBIL - 758 035
Dist. - Keonjhar (Orissa)
Mob : 9437961096, 9937098707

Branch Office :

BARAJAMDA
DIST. SINGHBHUM WEST
Mob : 9431133208

Ref. No.....

Dated.....

10. The aforesaid order of the State Govt. treating the lease as lapsed was challenged in Revision by filling Revision application before the Revisionary Authority, Department of Mines, Govt. of India, New Delhi which Revision Application was annexed as Revision Application No. 22/31/2013/RC-I.
11. The Revisional Authority vide Final Order No:105/2016 to 160/2016 dated 11.05.2016 being a common order has set aside the impugned order dated 26.06.2013 passed by the Govt. of Odisha. Copy of order is annexed as **ANNEXURE - 6.**
12. In the Final Order my case is listed as Sl. No. 3(Annexure-A) as R. A. No. 22/31/2016/RC-I.
13. In the background of aforesaid facts, it is stated that my 1st RML application was treated as infructuous in view of the lease having been treated as lapsed and my RML was not disposed of on merit. Therefore it is submitted that since the impugned order of the State Govt. treating the lease as lapsed has been set aside and the lease can no more be treated as lapsed. Consequently my application for the 1st renewal which has not been disposed of on merit gets revived on and from the date of the order dated 26.06.2013 till 12.01.2015 i.e, enactment of the MMDR(Amendment) Act,2015 as also in view of Hon'ble

Chandrabhanu Das
Qualified Person
56

Chandi Prasad Sharma

MINES OWNER

Head Office :

At - AMLATOLA
CHAIBASA - 833 201
DIST. SINGHBHUM WEST
STD : 06582 Phone : 256540

Barbil Office :

Plot No. 315, Sundara Basti
Near Adhar Regency
P. O. BARBIL - 758 035
Dist. - Keonjhar (Orissa)
Mob : 9437961096, 9937098707

Branch Office :

BARAJAMDA
DIST. SINGHBHUM WEST
Mob : 9431133208

Ref. No.....

Dated.....

Apex court's order dated 04.04.2016. Copy of order of the Hon'ble Apex Court is annexed as ANNEXURE-7.

14. I am to state that now after enactment of MMDR(Amendment) Act, 2015, there is no concept of renewal of the lease and all incidents of the mining lease aforesaid shall be governed by the amended MMDR Act, 2015 and there remains no legal concept of renewal of mining lease in view of provision of Section -8A of the Act, as it stands now after amendment of the Act w.e.f 12.01.2015. Sub-Section (3) of Section 8 A of the amended act provides that 'all mining leases granted before the commencement of Mines and Minerals (Development and Regulation) Amendment Act, 2015 shall be deemed to have been granted for a period of fifty years'.
15. In view of the above said provision of law, I am to state that my lease was originally granted on 25.09.1985 and the original lease deed was executed on 17.04.1986, therefore the mining lease gets extended for 50 years from the date of grant of the original lease i.e., from 17.04.1986 to 16.04.2036.

Chandrananu Das
Qualifier Person

Chandi Prasad Sharma

MINES OWNER

Head Office :

At - AMLATOLA
CHAIBASA - 833 201
DIST. SINGHBHUM WEST
STD : 06582 Phone : 256540

Barbil Office :

Plot No. 315, Sundara Basti
Near Adhar Regency
P. O. BARBIL - 758 035
Dist. - Keonjhar (Orissa)
Mob : 9437961096, 9937098707

Branch Office :

BARAJAMDA
DIST. SINGHBHUM WEST
Mob : 9431133209

Ref. No.....

Dated.....

Therefore , I would request your good-self to kindly consider the same and extend the lease period of my aforesaid mining lease by executing a Supplementary Lease Deed. An early action in the matter is solicited in mutual interest.

Thanking you.

Yours faithfully.

Chandi Prasad Sharma
30/6/17

For: Chandi Prasad Sharma.

Power of Attorney Holder.

Copy to:

1. The Director of Mines, Department of Steel & Mines, Bhubaneswar, Odisha.
2. The Collector, Dist: Sundergarh, Odisha.
3. The Deputy Director of Mines, Koira Circle, Koira.

Chandrabhanu Das
Authorized Person
58

Chandi Prasad Sharma

MINES OWNER

Head Office :

At - AMLATOLA
CHAIBASA - 833 201
DIST. SINGHBHUM WEST
STD : 06582 Phone : 256540

Barbil Office :

Plot No. 315, Sundara Basti
Near Adhar Regency
P. O. BARBIL - 758 035
Dist. - Keonjhar (Orissa)
Mob : 9937098707

Branch Office :

BARAJAMDA
DIST. SINGHBHUM WEST
Mob : 9474679147

Ref. No

Dated 02-11-2018

To,

The Addl. Chief Secretary to Govt. of Odisha,
Department of Steel & Mines,
Bhubaneswar.

Sub: Payment made pursuant to the demand notice bearing No 5074/Mine dated: 02.09.2017 issued to C. P. Sharma mining lessee of Raikela, Bahamba & Tensa iron & Mn. mine situated in the district of Sundergarh, Odisha in respect of the Judgement passed by the Hon'ble Supreme Court in WP(c) No. 114/2014 dated 02.07.2017.

Sir,

With reference to the above mentioned subject matter I beg to submit that I have deposited total amount of Rs. 10,00,20,186 (Rupees ten crore twenty thousand one hundred eighty six only) only being the principal amount of compensation and an amount of Rs.1,75,79,915/- (Rupees one crore seventy five lacs seventy nine thousand nine hundred fifteen) only being interest due in delay payment of the compensation amount as per the Hon'ble Supreme Court's order dated 02.07.2017. Copies of the treasury chalans showing deposit of the amount as per the demand notice is enclosed herewith.

RECEIVED

Am
2/11/2018
OFFICE OF THE SECRETARY
STEEL & MINES DEPTT

Chandrabhanu Das
59

Chandi Prasad Sharma

MINES OWNER

Head Office :

At - AMLATOLA
CHAIBASA - 833 201
DIST. SINGHBHUM WEST
STD : 06582 Phone : 258540

Barbil Office :

Plot No. 315, Sundara Basti
Near Adhar Regency
P. O. BARBIL - 758 035
Dist. - Keonjhar (Orissa)
Mob : 9937098707

Branch Office :

BARAJAMDA
DIST. SINGHBHUM WEST
Mob : 9436678447

Ref. No

Dated

Therefore , I would request your good-self to kindly consider the same and revive the lease period of my aforesaid mining lease by executing a Supplementary lease Deed and also allow me to process statutory clearances which are pending. An early action in the matter is solicited and for which act of your kindness I shall ever pray as in duty bound.

Thanking you.

Yours faithfully,

Aushama

For: Chandi Prasad Sharma.

Power of Attorney Holder.

Encl: photocopies of treasury chalans.

Chandramanu Das
Qualified Person

60

Chandi Prasad Sharma

MINES OWNER

Head Office :

At - AMLATOLA
CHAIBASA - 833 201
DIST. SINGHBHUM WEST
STD : 06582 Phone : 256540

Barbil Office :

Plot No. 315, Sundara Basti
Near Adhar Regency
P. O. BARBIL - 758 035
Dist. - Keonjhar (Orissa)
Mob : 9937098707

Branch Office :

BARAJAMDA
DIST. SINGHBHUM WEST
Mob : 9471573147

Ref. No

Dated 01-12-2018

To,

The Director of Mines,
Department of Steel & Mines.
Bhubaneswar.

Sub: Request to grant permission to process statutory clearances in respect of Raikela, Bahamba & Tensa Iron & Mn. Mine over an area of 69.606 hectares situated in Bonai Sub-division of Sundergarh District of Odisha.

Dear Sir,

With reference to the above mentioned subject matter I beg to submit the following:

1. Sri Chandi Prasad Sharma was granted a Mining Lease For Iron & Mn. Ore in villages - Raikela, Bahamba & Tensa in Bonai Sub-Division of Sundergarh District, Odisha over an area of 69.606 Hectares vide Govt. of Odisha ,Dept. of Mining &Geology vide proceeding no. 10903/ III(B) MG/44/85/MG, Bhubaneswar, dated 25.09.1985.
2. The mining lease deed was executed on 17.04.1986 for a period of 20 years and the lease was valid up-to 16.04.2006.

Chandra Manu Das
Qualified Person 61

Chandi Prasad Sharma

MINES OWNER

Head Office :

At - AMLATOLA
CHAIBASA - 833 201
DIST. SINGHBHUM WEST
STD : 06582 Phone : 256540

Barbil Office :

Plot No. 315, Sundara Basti
Near Adhar Regency
P. O. BARBIL - 758 035
Dist. - Keonjhar (Orissa)
Mob : 9937099707

Branch Office :

BARAJAMDA
DIST. SINGHBHUM WEST
Mob : 9471579147

Ref. No

Dated

3. Application for renewal of the said mining lease was made within statutory period in FORM-J ON 15.04.2005 to The Commissioner Cum Secretary, Department of Steel & Mines, Govt. of Odisha, Bhubaneswar.
4. I have applied for Diversion proposal on 20.05.2005 to The Principal Chief Conservator of Forests, Bhubaneswar which is pending . In this regard , I am to state that Pallisabha meeting for the diversion area applied for excluding safety zone has already been completed. Further I was informed to conduct Pallisabha meeting for 16.980 ha. of the safety zone area under Schedule tribe and others Traditional Forest Dweller's(Recognition of forests Rights) Act,2006.
5. I have already deposited Rs. 4,94,32,680/-(Four crore ninety four lacs thirty two thousands six hundred eighty) only on account of NPV for the entire area vide Demand Draft No.094965 dt.25.06.2010 in favour of 'Compensatory Afforestation Fund (CAF)-Orissa on 26.06.2010 against the demand letter no.2886/6f dt.05.06.2010 of The Divisional Forest Officer, Bonai division, Bonai,
6. I have received a notice no.1673/III(B) SM-6/2010/S&M, Bhubaneswar dt.21.02.2013 under rule 26(1) of M.C. Rules, 1960 from the Joint Secretary to Govt. Govt. of Odisha, Department of Steel & Mines, Bhubaneswar for personal hearing on RML application on 12.03.2013.

Chandrabhanu Das
Qualified Person

62

Chandi Prasad Sharma

MINES OWNER

Head Office :

At - AMLATOLA
CHAIBASA - 833 201
DIST. SINGHBHUM WEST
STD : 06582 Phone : 256540

Barbil Office :

Plot No. 315, Sundara Basti
Near Adhar Regency
P. O. BARBIL - 758 035
Dist. - Keonjhar (Orissa)
Mob : 9937098707

Branch Office :

BARAJAMDA
DIST. SINGHBHUM WEST
Mob : 9471579147

Ref. No

Dated

7. The Joint Secretary to Government, Govt. of Odisha, Department of Steel & Mines, issued Order No.5948/III(B)-06/2010/S&M dated. 26.06.2013 whereby the lease was treated as lapsed w.e.f 22.02.2013 u/s 4A(4) of MMDR Act, 1957 read with the provision u/r-28(1) of MCR, 1960 and to treat the RML application as infructuous and devoid of any merit for consideration in view of the lease having treated as lapsed.
8. The aforesaid order of the state Govt. treating the lease as lapsed was challenged in Revision by filling Revision application before the Revisionary Authority, Department of Mines, Govt. of India, New Delhi which Revision Application was annexed as Revision Application No.22/31/2013/RC-I.
9. The Revisional Authority vide Final Order No.105/2016 to 160/2016 dated 11.05.2016 being a common order has set aside the impugned order dated 26.06.2013 passed by the Govt. of Odisha. In the Final Order my case is listed as SI. No. 3(Annexure-A) as R. A. No.22/31.2016/RC-I.
10. I have deposited total amount of Rs. 10,00,20,186 (Rupees ten crore twenty thousand one hundred eighty six only) only being the principal amount of compensation and an amount of Rs.1,75,79,915/- (Rupees one crore seventy five lacs seventy nine thousand nine hundred fifteen) only being interest due on delay payment of the compensation amount as per the Hon'ble Supreme Court's order dated 02.07.2017 pursuant to the demand notice bearing No 5074/Mine dated 02.09.2017 on 29.10.2018.

Chandra Manu Das
Qualified Person

Chandi Prasad Sharma

MINES OWNER

Head Office :

At - AMLATOLA
CHAIBASA - 833 201
DIST. SINGHBHUM WEST
STD : 06582 Phone : 256540

Barbil Office :

Plot No. 315, Sundara Basti
Near Adhar Regency
P. O. BARBIL - 758 035
Dist. - Keonjhar (Orissa)
Mob : 9937098707

Branch Office :

BARAJAMDA
DIST. SINGHBHUM WEST
Mob : 9471579147

Ref. No

Dated

11. Further, I want to submit that the Hon'ble Court of The Collector Cum Certificate Officer, Sundergarh, Odisha passed an order in Certificate Case No.06/2018 (Deputy Director of Mines Vrs. Anil Kumar Sharma), stating that no further action is required and hence closed the case record. Photocopy of the Judgement is enclosed herewith for your necessary action please.
12. I want to inform you that I have got valid EC, Mining Plan was valid upto 2015-16 and CTO was valid upto 2012 whereas I have deposited consent fee upto 2015. Now I am preparing Scheme of Mining and also applying CTO for further period.

Therefore, I would request your good-self to kindly consider the same and revive the lease period of my aforesaid mining lease by executing a Supplementary lease Deed and also allow me to process statutory clearances which are pending. An early action in the matter is solicited and for which act of your kindness I shall ever pray as in duty bound.

Thanking you.

Yours faithfully.

Anil Kumar Sharma

Anil Kumar Sharma
For: Chandi Prasad Sharma.
Power of Attorney Holder.



Chandrananu Das
Qualified Person 64



भारत सरकार GOVERNMENT OF INDIA
खान मंत्रालय MINISTRY OF MINES
भारतीय खान ब्यूरो INDIAN BUREAU OF MINES
क्षेत्रीय खान नियंत्रक के कार्यालय
OFFICE OF THE REGIONAL CONTROLLER OF MINES



By Road, Parcel / E-Mail
Phone: 0674-2352453;
Tele Fax: 0674-2352490;
eMail:
ro.bhubaneswar@ibm.gov.in
Plot No.149, Pakhariput
BHUBANESWAR-751020

No. MS/OTFM/51-ORI/BHU/2018-19

Date: 28.03.2019

To

Shri Anil Kumar Sahrma,
Legal Heir and Power of
Attorney Holder of Late
Shri Chandi Prasad Sahrma,
At-Amlatola, Chaibasa,
Dist-Singhbhum West-833201.

Sub: Approval of Review of Mining Plan of Raikela-Bahamba-Tensa Iron & Manganese Mines over an area of 69.606 ha in Sundargarh district of Odisha of Shri Chandi Prasad Sharma submitted under Rule-17 (1) of MCR, 2016.

Ref: - i) Your letter no. nil dated 11.02.2019.

ii) This office letter of even no. dated 12.02.2019.

iii) This office letter of even no. dated 12.02.2019 addressed to the Director of Mines, Govt. of Odisha, copy endorsed to you.

iv) This office letter of even no. dated 26.02.2019.

v) Your letter no. nil dated 13.03.2019 received on 19.03.2019.

Sir,

In exercise of the power delegated to me vide Gazette Notification No. S.O. 1857 (E) dated 18.05.2016, I hereby Approve the Review of Mining Plan including Progressive Mine Closure Plan of Raikela-Bahamba-Tensa Iron & Manganese Mines over an area of 69.606 ha of Shri Chandi Prasad Sharma in Sundargarh district of Odisha State submitted under Rule 17 (1) of Mineral Concession Rules, 2016. This approval is subject to the following conditions:

- I. The Review of Mining Plan is approved without prejudice to any other law applicable to the mine area from time to time whether made by the Central Government, State Government or any other authority and without prejudice to any order or direction from any court of competent jurisdiction.
- II. The proposals shown on the plates and/or given in the document is based on the lease map /sketch submitted by the applicant/ lessee and is applicable from the date of approval.
- III. It is clarified that the approval of aforesaid Review of Mining Plan does not in any way imply the approval of the Government in terms of any other provision of Mines & Minerals (Development & Regulation) Act, 1957, or the Mineral Concession Rules, 2016 and any other laws including Forest (Conservation) Act, 1980, Environment (Protection) Act, 1986 or the rules made there under, Mines Act, 1952 and Rule & Regulations made there under.
- IV. Indian Bureau of Mines has not undertaken verification of the mining lease boundary on the ground and does not undertake any responsibility regarding correctness of the boundaries of the leasehold shown on the ground with reference to lease map & other plans furnished by the applicant / lessee.

Contd. Page-2

Chandrabhanu Das
Qualified Person 65

- V. At any stage, if it is observed that the information furnished, data incorporated in the document are incorrect or misrepresent facts, the approval of the document shall be revoked with immediate effect.
- VI. If this approval conflicts with any other law or court order / direction under any statute, it shall be revoked immediately.
- VII. Validity of this document shall expire on 31.03.2021.
- VIII. Next financial assurance shall be due for submission on 31.03.2021.
- IX. *This approval of Review of Mining Plan is subject to decision of the State Government of Odisha on lapsing of the aforesaid mining lease, as communicated vide Director of Mines, Govt. of Odisha letter No. MIV (B)-53/05 2034/DM dated 06.03.2019.*

Encl: - One copy of approved
Review of Mining Plan

भवदीय / yours faithfully,


(HARKESH MEENA)

क्षेत्रीय खान नियंत्रक / Regional Controller of Mines

Copy for kind information to:-

1. The Director of Mines, Directorate of Mines, Government of Odisha, Heads of the Department Building, New Capital, Bhubaneswar- 751001, Odisha along with one copy of approved Review of Mining Plan by REGISTERED PARCEL
2. Shri Chandrabhanu Dash, Qualified Person, Geo Consultants Private Limited, Plot No-853, Gobind Prasad (Medical Lane), Mahavir Nagar (Infront of Radhika Complex/Reliance Fresh), Laxmisagar, Bhubaneswar-751006, Odisha.

(HARKESH MEENA)

क्षेत्रीय खान नियंत्रक / Regional Controller of Mines


Chandrabhanu Das
Qualified Person 66

DISTRICT OFFICE, SUNDARGARH
(Mining Section)ORDER

No. _____/Dated. _____

In pursuance of clause 2 of part III of the Mining Lease Deed executed between the Collector, Sundargarh and the lessee M/S Chandiprasad Sharma ~~Company~~ for Iron and Manganese ore over an area of 69.606 hectares in village Bahamba, Raikela etc. under Bonai sub-division of Sundargarh district, permission is hereby accorded for surface operation over an area of 7.86 acres in village Raikela as per the land schedule given below.

LAND SCHEDULE.

VILLAGE.	Khata No.	Plot No.	Area	Remarks.
Raikela	66	688	Ac. 0.26	Abad Ajogya Anabadi P. shad.
		689	Ac. 7.60	do.
		Total.	Ac. 7.86	

The permission is subject to observance of terms and conditions of the Mining Lease Deed and to the following namely:-

1. That the lessee shall have to obtain permission from the D.F.O. Bonai before taking up mining operation in the granted area and to pay royalty of forest growth as enumerated by D.F.O. Bonai.
2. The lessee shall pay surface rent as per provision of M.C. Rules 1960
3. The lessee shall not work in the area covered by any plantation. He should take permission of the Collector, Sundargarh and utilise the area on payment of compensatory cost as prescribed in G.O. No. 25806/dt. 26.9.78.
4. The lessee shall take adequate measures to protect the public from accident etc. and shall not work in the area coming within 50 metres. from the P.W.D. road.

By order of Collector, Sundargarh.

Chandiprasad Das
Qualified Person

(2)
Memo No. 738 / Dated 6.9.91

Copy to M/S Chandiprasad Sharma ~~Chandiprasad~~ A.T.F.O.
Chaitane-335231 Dist. Singhbhum (BILHAR) for information and
necessary action. They are requested to abide by the terms &
and conditions and pay the royalty etc. in time.

[Signature]
Officer-In-Charge Mines,
Sundargarh.

Memo No. _____ / Dt. _____

Copy forwarded to the D.D.M. Keira for information
and necessary action. He should handover the area to the lessee
under intimation to Dist. Office.

[Signature]
Officer-In-Charge Mines,
Sundargarh.

Memo No. _____ / Dated _____

Copy forwarded to the Tehsildar, Boudi / D.F.O.
Boudi for information and necessary action.

[Signature]
Officer-In-Charge Mines,
Sundargarh.

Mohapatra/c/s

DISTRICT OFFICE SUNDARGARH

(Mining Section)

Order No.-----Dated-----/

In pursuance of Clause 2 of Part III of the Mining Lease Deed executed between the Collector Sundargarh and the lessee Sri Chandi Prasad Sharma for Iron and Manganese over an area of 172 acres in village Raikela, Bahamba, and Tansa in Bonai Sub-Division of Sundargarh District, permission is hereby accorded for surface operation over an area of 9.862 acres or 3.991 Hectars as per land schedule given below. The permission is subject to observance of the terms & conditions of the lease deed and to the following namely.

1. That the lessee shall pay compensatory cost of plantation @ 3500/- per hectars for 4 hectars by 3.7.86. as per letter No 4284 dated 4.6.86 of the Divisional Forest Officer, Bonai.
2. That the lessee shall pay royalty for forest growth felled and utilised, as enumerated by the forest department as per clause 3 of part III of the lease deed.
3. That the lessee shall pay surface rent as per clause 4 of part V of the lease deed.
4. That the permission is subject to fulfilment of all the conditions imposed by the D.F.O. Bonai in the above letter.

Land schedule

Khat No	Plot No	Name of tenant	Kissam	Area
<u>Village Raikela-II.</u>				
66	600P	Abad Ajogya Anabadi	Pahad	1.900
66	601P	do	Pahad	7.912
<u>Village Bahamba</u>				
25	1 21P	do	Pahad	0.050
				<u>Total 9.862 acres</u>


By order of Collector, Sundargarh.

S/-
Additional District Magistrate
Sundargarh

Contd.

Memo No. 513 ---Dt. 9-6-86

Copy forwarded to Sri Chandi Prasad Sharma, At P.O. Chhimesa Dist-Singbhum (Bihar) for information and necessary action with reference to his letter dated 7.5.86. He is requested to abide by the terms and conditions and make timely payments of ~~xxxxxx~~ rents and royalties.


✓ Additional District Magistrate
Sundergarh

Memo No _____ Dt _____

Copy forwarded to the ~~xxxxxx~~ Senior Mining Officer, Koira/ Divisional Forest Officer, Bonai / Tehsildar Bonai for information and necessary action.

Additional District Magistrate
Sundergarh.

OFFICE OF THE CONSERVATOR OF FORESTS, ROURKELA CIRCLE,
AT/P.O. PANPOSH, ROURKELA-769 004.
PH. No.0661-2664324, FAX No.0661-2664325, E.mail: cfrourkela@yahoo.co.in.

Memo No. 3050/3F(Div-B)-184/2010

Dated, Rourkela the, 14 th, July, 2010.

To

Chief Conservator of Forests
(Forest Diversion & Nodal Officer, FC Act),
O/o the Principal Chief Conservator of Forests,
Orissa, Bhubaneswar.



Sub:

Proposal for diversion of forest land for Mining lease area over 69.971 ha. for Iron & Manganese in village Raikela, Tensa & Bahamba in Sundargarh District of Orissa by Sri C.P.Sharma (State SI.No.139/05 dt.25.6.2005.)

Ref:-

- i) Your office Memo No.16793 dt.7.11.2009
- ii) This office Memo No.2050 dt.8.6.2008
- iii) Memo No.3691 dt.02.07.2010 of DFO, Bonai Forest Division.

In pursuance of D.O.No.17593 dt.24.10.2009 of Chief Secretary and Chief Development commissioner, Orissa, Bhubaneswar, the Divisional Forest Officer, Bonai Forest Division has submitted the Certificate from Collector & Chairman, Sundargarh in respect of Diversion Proposal of forest land for Mining lease area of 69.971 ha. for Iron & Manganese in village Raikela, Tensa & Bahamba in favour of Sri C.P.Sharma which is forwarded herewith in quadruplicate for necessary action at your end.

Encl.: - As above.

Conservator of Forests,
Rourkela Circle, Rourkela.

Memo No. _____/3F(Div-B)-184/2010. Dated, _____ th, July, 2010.

Copy forwarded to the Divisional Forest Officer, Bonai Forest Division for information and necessary action with reference to his memo No.3690 dtd.02.07.2010.

Conservator of Forests,
Rourkela Circle, Rourkela.

Chandrabhanu Das
Qualified Person 71

F.No.J-11015/481/2007-IA.II (M)
Government of India
Ministry of Environment & Forests

Paryavaran Bhavan,
C.G.O. Complex, Lodi Road,
New Delhi-110003.

Dated the 16th June, 2008

To
✓ Shri Chandi Prasad Sharma
Mine owner,
At Amlatola, P.O. Chaibasa,
District West Singhbhum,
Jharkhand-833 201

Subject: Expansion of Raikela Bahamba Iron & Manganese Mining Project of Shri Chandi Prasad Sharma located in Village(s) Raikela, Bahamba and Tensa, Tehsil Bonai, District Sudergarh, Orissa-environmental clearance regarding.

Sir,

This has reference to your letter No. 'Nil' dated 28.05.2007 and subsequent letters dated 15.02.2008, 10.03.2008 and 19.03.2008 on the subject mentioned above. The proposal is for enhancement of production of iron ore from 36,000 tonnes per annum (TPA) to 50,000 TPA. The total mine lease area of the project is 69.606ha, out of which 67.716ha is forestland and 1.89ha is non-forestland. Area proposed for mining is 40.975ha, an area of 0.416ha is kept for over burden dumps, 0.54ha for mineral storage, 0.272ha for infrastructure, 0.123ha for roads, 1.9ha for green belt and 25.38ha is others (untouched area for future exploration). A seasonal nallah is located in the middle portion of the mine lease. The Kurarhi Nadi is flowing at a distance of 6km to the west of the mining lease. Modification/diversion in the existing drainage pattern has not been envisaged. No national park/wildlife sanctuary/biosphere reserve/tiger reserve/elephant reserve etc. is reported to be located in the core and buffer zone of the mine and that the area does not report to form corridor for Schedule-I fauna. In support of this, the project proponent has furnished a map duly authenticated by DFO and Wildlife Warden, Bonai Division. The Karo Karampada Elephant Corridor is reported to be located beyond buffer zone of the mine. The mine working will be opencast by semi-mechanised method involving blasting. The targetted production capacity of the mine is 50,000 TPA of iron ore and life of mine is 23 years. The topography of the area is hilly at an elevation ranging from 590m-765m AMSL. The present working depth of mine is 765m RL and the ultimate working depth of mine will be 590m RL. The water table is at 570 mRL. The mine working will not intersect groundwater table. The water requirement of the project is estimated as 18m³ per day, which will be sourced from the surface water. There is no population in the core zone, therefore, no

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Chandrabendu Das
Qualified Person

displacement of population and R&R is involved. Approximately 1381.33m³ per month of over burden will be generated, which will be dumped in the earmarked areas. It is estimated that 164164m³ of over burden will be generated during the life of the mine, which will be disposed off in the form of an external dump. The maximum height of dump will be 40m. Plantation will be raised in an area of 44.27ha at the end of the mine life. The Public hearing of the project was held on 28.02.2007 for enhancement of iron ore production upto 50,000TPA over an area of 69.6074ha. The Indian Bureau of Mines had approved mining plan along with the progressive mine closure plan of the project on 11.01.2008 for lease area of 69.606ha. The capital cost of the project is Rs.280Lakhs.

2. The Ministry of Environment and Forests has examined the application in accordance with Section 12 of the EIA Notification, 2006 read with para 1.2 of the Circular No. J-11013/41/2006-IA.II(I) dated 13.10.2006 and hereby accords environmental clearance under the provisions thereof to the above mentioned Raikela Bahamba Iron & Manganese Ore Mining Project of Shri Chandi Prasad Sharma for an annual production capacity of 50,000tonnes (0.05million tonnes) by opencast semi-mechanized method involving mining lease area of 69.606ha, subject to implementation of the following conditions and environmental safeguards.

A. Specific conditions

- (i) The project proponent shall obtain Consent to Establish from the State Pollution Control Board, Orissa and effectively implement all the conditions stipulated therein.
- (ii) Necessary forestry clearance under the Forest (Conservation) Act, 1980 for forestland involved in the project shall be obtained before commencing mining operation in that area. Environmental clearance is subject to grant of forestry clearance.
- (iii) The mining operations shall be restricted to above ground water table and it should not intersect groundwater table. In case of working below ground water table, prior approval of the Ministry of Environment and Forests and Central Ground Water Authority shall be obtained, for which a detailed hydro-geological study shall be carried out.
- (iv) The project proponent shall ensure that no natural watercourse and/or water resources shall be obstructed due to any mining operations. The project proponent shall take appropriate safeguard measures for protection of seasonal nallah located in the middle portion of the mine lease. Any blockage due to silting or accumulation of loose materials shall be checked on regular basis.

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- (v) The top soil, if any, shall temporarily be stored at earmarked site(s) only and it should not be kept unutilized for a period more than 3 years. The topsoil shall be used for land reclamation and plantation.
- (vi) The over burden (OB) generated during the mining operation shall be stacked at earmarked dump site(s) only and it should not be kept active for long period of time. The maximum height of dump shall not exceed 40m in 5 terraces of 8m each and the overall slope of dump shall not exceed 27° . The OB dumps should be scientifically vegetated with suitable native species to prevent erosion and surface run off. In critical areas, use of geo textiles shall be undertaken for stabilization of the dump. Monitoring and management of rehabilitated areas should continue until the vegetation becomes self-sustaining. Compliance status should be submitted to the Ministry of Environment & Forests and its Regional Office located at Bhubaneswar on six monthly basis.
- (vii) Catch drains and siltation ponds of appropriate size shall be constructed around the working pit(s), soil, mineral and OB dumps to prevent run off of water and flow of sediments directly into the Kurarhi Nadi and other water bodies. The water so collected should be utilized for watering the mine area, roads, green belt development etc. The drains should be regularly desilted particularly after monsoon and maintained properly.

Garland drains, settling tanks and check dams of appropriate size, gradient and length shall be constructed both around the mine pit and temporary over burden dumps to prevent run off of water and flow of sediments directly into the Kurarhi Nadi and other water bodies and sump capacity should be designed keeping 50% safety margin over and above peak sudden rainfall (based on 50 years data) and maximum discharge in the area adjoining the mine site. Sump capacity should also provide adequate retention period to allow proper settling of silt material. Sedimentation pits should be constructed at the corners of the garland drains and desilted at regular intervals.

- (viii) Dimension of the retaining wall at the toe of over burden dumps and over burden benches within the mine to check run-off and siltation should be based on the rain fall data.
- (ix). Plantation shall be raised in an area of 44.27ha including a 7.5m wide green belt in the safety zone around the mining lease, quarry benches, OB dump, roads etc. by planting the native species in consultation with the local DFO/Agriculture Department. The density of the trees should be around 2500 plants per ha.
- (x) Regular water sprinkling should be carried out in critical areas prone to air pollution and having high levels of SPM and RPM such as around

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crushing and screening plant, loading and unloading point and transfer points. Extensive water sprinkling should be carried out on haul roads. It should be ensured that the Ambient Air Quality parameters conform to the norms prescribed by the Central Pollution Control Board in this regard.

- (xi) Regular monitoring of water quality upstream and downstream of springs and nallahs located within 1km of the mine lease shall be carried out and record of monitoring data should be maintained and submitted to Ministry of Environment and Forests, its Regional Office, Bhubneswar, Central Groundwater Authority, Regional Director, Central Ground Water Board, State Pollution Control Board and Central Pollution Control Board.
- (xii) The project authority should implement suitable conservation measures to augment ground water resources in the area in consultation with the Regional Director, Central Ground Water Board.
- (xiii) Regular monitoring of ground water level and quality should be carried out in and around the mine lease by establishing a network of existing wells and constructing new piezometers during the mining operation. The monitoring should be carried out four times in a year – pre-monsoon (April-May), monsoon (August), post-monsoon (November) and winter (January) and the data thus collected may be sent regularly to Ministry of Environment and Forests and its Regional Office Bhubaneswar, Central Ground Water Authority and Regional Director, Central Ground Water Board.
- (xiv) The project proponent shall obtain necessary prior permission of the competent authorities for drawl of requisite quantity of water (surface water and ground water) for the project.
- (xv) Suitable rainwater harvesting measures on long term basis shall be planned and implemented in consultation with Regional Director, Central Ground Water Board.
- (xvi) Appropriate mitigative measures should be taken to prevent pollution of Kurarhi Nadi in consultation with the State Pollution Control Board.
- (xvii) Minerals handling plant should be provided with adequate number of high efficiency dust extraction system. Loading and unloading areas including all the transfer points should also have efficient dust control arrangements. These should be properly maintained and operated.
- (xviii) Vehicular emissions should be kept under control and regularly monitored. Measures shall be taken for maintenance of vehicles used in

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mining operations and in transportation of mineral. The mineral transportation shall be carried out through covered trucks only and the vehicles carrying the mineral shall not be overloaded.

- (xix) Blasting operation should be carried out only during the daytime. Controlled blasting should be practiced. The mitigative measures for control of ground vibrations and to arrest fly rocks and boulders should be implemented.
- (xx) Drills shall either be operated with dust extractors or equipped with water injection system.
- (xxi) Consent to operate should be obtained from the State Pollution Control Board prior to start of enhanced production from the mine.
- (xxii) Sewage treatment plant should be installed for the colony. ETP should also be provided for workshop and wastewater generated during mining operation.
- (xxiii) The project proponent shall take all precautionary measures during mining operation for conservation and protection of endangered fauna if any spotted in the study area and contribute towards the cost of implementation of the plan and/or Regional Wildlife Management Plan for conservation of flora and fauna so prepared by the State Government. The amount so contributed shall be included in the project cost. A copy of action plan may be submitted to the Ministry and its Regional Office, Bhubaneswar within 3 months.
- (xxiv) A Final Mine Closure Plan along with details of Corpus Fund should be submitted to the Ministry of Environment & Forests 5 years in advance of final mine closure for approval.

B. General conditions

- (i) No change in mining technology and scope of working should be made without prior approval of the Ministry of Environment & Forests.
- (ii) No change in the calendar plan including excavation, quantum of mineral iron ore and waste should be made.
- (iii) Four ambient air quality-monitoring stations should be established in the core zone as well as in the buffer zone for RPM, SPM, SO₂ & NO_x monitoring. Location of the stations should be decided based on the meteorological data, topographical features and environmentally and ecologically sensitive targets and frequency of monitoring should be undertaken in consultation with the State Pollution Control Board.

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- (iv) Data on ambient air quality (RPM, SPM, SO₂ & NO_x) should be regularly submitted to the Ministry including its Regional office located at Bhubaneswar and the State Pollution Control Board / Central Pollution Control Board once in six months.
- (v) Fugitive dust emissions from all the sources should be controlled regularly. Water spraying arrangement on haul roads, loading and unloading and at transfer points should be provided and properly maintained.
- (vi) Measures should be taken for control of noise levels below 85 dBA in the work environment. Workers engaged in operations of HEMM, etc. should be provided with ear plugs / muffs.
- (vii) Industrial waste water (workshop and waste water from the mine) should be properly collected, treated so as to conform to the standards prescribed under GSR 422 (E) dated 19th May, 1993 and 31st December, 1993 or as amended from time to time. Oil and grease trap should be installed before discharge of workshop effluents.
- (viii) Personnel working in dusty areas should wear protective respiratory devices and they should also be provided with adequate training and information on safety and health aspects.

Occupational health surveillance program of the workers should be undertaken periodically to observe any contractions due to exposure to dust and take corrective measures, if needed.

- (ix) A separate environmental management cell with suitable qualified personnel should be set-up under the control of a Senior Executive, who will report directly to the Head of the Organization.
- (x) The funds earmarked for environmental protection measures should be kept in separate account and should not be diverted for other purpose. Year wise expenditure should be reported to the Ministry and its Regional Office located at Bhubaneswar.
- (xi) The project authorities should inform to the Regional Office located at Bhubaneswar regarding date of financial closures and final approval of the project by the concerned authorities and the date of start of land development work.
- (xii) The Regional Office of this Ministry located at Bhubaneswar shall monitor compliance of the stipulated conditions. The project authorities should extend full cooperation to the officer (s) of the Regional Office by furnishing the requisite data / information / monitoring reports.

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- (xiii) The project proponent shall submit six monthly report on the status of the implementation of the stipulated environmental safeguards to the Ministry of Environment and Forests, its Regional Office, Bhubaneswar, Central Pollution Control Board and State Pollution Control Board.
 - (xiv) A copy of clearance letter will be marked to concerned Panchayat / local NGO, if any, from whom suggestion / representation has been received while processing the proposal.
 - (xv) State Pollution Control Board should display a copy of the clearance letter at the Regional office, District Industry Centre and Collector's office/ Tehsildar's Office for 30 days.
 - (xvi) The project authorities should advertise at least in two local newspapers widely circulated, one of which shall be in the vernacular language of the locality concerned, within 7 days of the issue of the clearance letter informing that the project has been accorded environmental clearance and a copy of the clearance letter is available with the State Pollution Control Board and also at web site of the Ministry of Environment and Forests at <http://envfor.nic.in> and a copy of the same should be forwarded to the Regional Office of this Ministry located Bhubaneswar.
3. The Ministry or any other competent authority may alter/modify the above conditions or stipulate any further condition in the interest of environment protection.
 4. Failure to comply with any of the conditions mentioned above may result in withdrawal of this clearance and attract action under the provisions of Environment (Protection) Act, 1986.
 5. The above conditions will be enforced inter-alia, under the provisions of the Water (Prevention & Control of Pollution) Act, 1974, the Air (Prevention & Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986 and the Public Liability Insurance Act, 1991 along with their amendments and rules made thereunder and also any other orders passed by any Court of Law relating to the subject matter.
 6. Any appeal against this environmental clearance shall lie with the National Environment Appellate Authority, if preferred within a period of 30 days as prescribed under Section 11 of the National Environment Appellate Act, 1997.


 (SATISH C. GARKOTI)
 Additional Director (S)
 ..8/-


 Qualified Person

Copy to:

- (i) The Secretary, Ministry of Mines, Government of India, Shastri Bhawan, New Delhi.
- (ii) The Secretary, Department of Environment, Government of Orissa, Secretariat, Bhubaneswar.
- (iii) The Secretary, Department of Mines and Geology, Government of Orissa, Secretariat, Bhubaneswar.
- (iv) The Secretary, Department of Forests, Government of Orissa, Secretariat, Bhubaneswar.
- (v) The Chief Wildlife Warden, Government of Orissa, Bhubaneswar.
- (vi) The Chairman, Central Pollution Control Board, Parivesh Bhawan, CBD-cum-Office Complex, East Arjun Nagar, Delhi-110032.
- (vii) The Chief Conservator of Forests, Regional Office (EZ), Ministry of Environment and Forests, A-3 Chandrashekharpur, Bhubaneswar-751023.
- (viii) The Chairman, Orissa State Pollution Control Board, Parivesh Bhawan, A/118 Nilakantha Nagar, Unit-VIII, Bhubaneswar-751012.
- (ix) The Member Secretary, Central Ground Water Authority, A2, W3 Curzon Road Barracks, K.G. Marg, New Delhi-110001.
- (x) The District Collector, Sundergarh District, Government of Orissa.
- (xi) EI Division, Ministry of Environment & Forests, EI Division, New Delhi.
- (xii) Monitoring File.
- (xiii) Guard File.
- (xiv) Record File.

OFFICE OF THE DIVISIONAL FOREST OFFICER: BONAI DIVISION.

Ph/Fax - 06626-244434; E-mail: dfobonai@rediffmail.com

No. 1210 /6F-Dt: 22/02/11

To

M/s C.P. Sharma,
At-Amiatola, Chaibasa-833201
Dist-Singbhum west.

Sub:

Regarding permission for operating Raikela, Bahamba and Tensa Iron & Mn. Mines in the broken DLC land of 6.884 ha. within the ML area of 69.971 ha.

Ref: -

1. Your Letter No.Nil dt.2.7.2010
2. This office Letter No.3912 dt.9.7.2010.

Sir,

The working permission granted vide this office Letter No.3912 dt.9.7.2010 to operate the above mines in the DLC broken area is hereby cancelled.

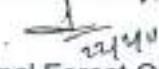
Permission can be granted subject to compliance with the following statutory clearance / approvals namely.

1. Requisite Environmental Clearance.
2. Consent for the State Pollution Control Board under Air and Water Act.
3. Mining Plan duly approved by the competent Authority.
4. NPV for the entire forest falling within the mining lease.

The mining in the forest land included in the mining lease would be permissible only if, in addition to the above, the approval under the F.C. Act/TWP has been obtained from the MoEF, Govt. of India.

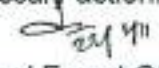
This order will be operative from the date of issue.

Yours faithfully,


Divisional Forest Officer,
Bonai Division.

Memo No. 1211 /6F-Dt: 22/02/11

Copy forwarded to the Principal Chief Conservator of Forests, Orissa, Bhubaneswar for favour of kind information and necessary action.


Divisional Forest Officer,
Bonai Division.

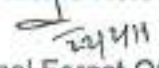
Memo No. 1212 /6F-Dt: 22/02/11

Copy forwarded to the Regional Chief Conservator of Forests, Rourkela Circle, Rourkela for favour of kind information and necessary action with reference to this office Memo No.3913 dt.9.7.2010.


Divisional Forest Officer,
Bonai Division.

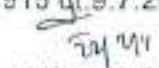
Memo No. 1213 /6F-Dt: 22/02/11

Copy forwarded to the Deputy Director of Mines, Koira for information and necessary action with reference to this office Memo No.3914 dt.9.7.2010.


Divisional Forest Officer,
Bonai Division.

Memo No. 1214 /6F-Dt: 22/02/11

Copy forwarded to the Range Officer, Barsuan Range for information and necessary action with reference to this office Memo No.3915 dt.9.7.2010.


Divisional Forest Officer,
Bonai Division.

भारतीय गैर न्यायिक

बीस रुपये

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Identified by me

[Signature]
Advocate

06AA 197144

POWER OF ATTORNEY

BE IT KNOWN TO ALL THAT Sri Chandi Prasad Sharma, Son of Late Kanhailal Sharma, by Caste Brahmin, by faith Hindu, by occupation business, aged about 81 years, resident of Mohalla: Amla Tola P.O. and P.S. Chaibasa, Town: Chaibasa, District Singhbhum West, was carrying on business as proprietor of business concern, namely M/s. Chandi Prasad Sharma at Barajamda, Chaibasa in the state of Jharkhand and in Barbil in the state of Odhisa and also in various other places.

[Signature]
07-3-19

DAMODAR PRASAD
NOTARY, Regd. No-704/163
Govt. of Jharkhand
CHAIBASA-833201

Chandrabasu Das
Qualified Person 81

भारतीय गैर न्यायिक

बीस रुपये

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Advocate

06AA 197143

AND

WHEREAS, he was also Mining Lessee in respect of Iron and Manganese ore for an area of 69.606 hectare at village : Raikela, Bahamba and Tensa in the District of Sundargarh, Odisha and Quartz and Quartzite for an area of 17.716 hectare in village: Jamdih in the District of Seraikela-Kharswan, Jharkhand. Apart from this he has also a piece of land measuring about 39 decimals over which residential house is standing in which he had been residing.

AND

WHEREAS, he has left this earthly abode on 03.09.2012 and has left behind his five sons namely 1. Sri Pramod Kumar Sharma aged about 57 years

[Signature]
07-3-19

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DAMODAR DAS
NOTARY, Regd. No-704/163
Govt. of Jharkhand
CHAIBASA-833201

Chandraanu Das
Qualifed Person 82

भारतीय गैर न्यायिक

बीस रुपये

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Advocate

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2. Sri Binod Ranjan Sharma aged about 52 years 3. Sri Anil Kumar Sharma aged about 48 years 4. Sri Sunil Kumar Sharma aged about 44 years and 5. Sri Rajesh Kumar Sharma ages about 40 years all residing at mohalla- Amlatola, P.O & P.S Chaibasa, Dist Singhbhum west, Jharkhand, who have been looking after his business prior to his death on his behalf.

AND

WHEREAS, subsequent to the death of Sri Chandi Prasad Sharma on 3.09.2012, his eldest son Sri Pramod Kumar Sharma also died on 26.10.2012 leaving behind his wife SMT PADMA DEVI SHARMA, his son Sri ATMYA

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DAMODAR PRASAD
NOTARY, Regd. No. 704/16J
Govt. of Jharkhand
CHAIBASA-833201

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Chandrabhanu Das
Qualified Person
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JHARKHAND



Writ
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Notar
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06AA 197141

Advocate

CHAITANYA SHARMA and daughter SMT NEHA TEWARI as his heirs and successors;

AND

WHEREAS, now Smt. Padma Devi Sharma also died on 07.02.2019 leaving behind her son Sri ATMYA CHAITANYA SHARMA and daughter SMT NEHA TEWARI as her heirs and successors;

AND

WHEREAS, now to run above said business in proper and smooth manner the above referred Heirs / Co-owners /Legal Representatives have decided to

Damodar Prasad
07-3-19
DAMODAR PRASAD
NOTARY, Regd. No.-704/163
Govt. of Jharkhand
CHAIBASA-833201

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Chandrabhan Das
Qualified Person

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Attocate

AA 197145

nominate and constitute Sri Anil Kumar Sharma as attorney to look after and manage above referred properties which are present in the State of Odisha, on behalf of him self as also on behalf of the remaining Heirs / Co-owners / Legal Representatives and to do and / or cause to be done the following acts, deeds and things i.e. :-

1. To represent us before all authorities and Offices whether State and Central Government and or any other authorities, company or bodies in all matters where the name of our father Late Chandi Prasad Sharma is involved and for the purpose aforesaid to sign, execute all Letters, statements documents, conveyances and lease documents as heir and legal representative of Late Chandi Prasad Sharma.



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22-3-19
DA MODAR PRASAD
NOTARY, Regd. No. 704161
Govt. of Jharkhand
CHAIRASA-833201
Person

Went
land

Notary

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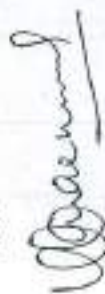
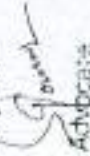
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S. S. S.
Advocate

2. To submit and file application / applications for grant of renewal of Mining Lease / Leases before authority / authorities in the State of Odisha on behalf of our father Late Chandi Prasad Sharma as heir and legal representative .
3. To submit bill / bills as heir and legal representative of our father Late Chandi Prasad Sharma to the purchasers of minerals or any other commodity or commodities in which our father Late Chandi Prasad Sharma was dealing and to receive Payments from them as heir and legal representative of our father Late Chandi Prasad Sharma and also to give them valid receipts after receiving price of the said commodities.
4. To appoint Agent, Employees, workers or other persons or to remove them as and when necessary or expedient and to pay such remuneration or wages, Bonus or emoluments as usual or customary or necessary in carrying on business of our father Late Chandi Prasad Sharma and to appoint such agent at such place or places as heir and legal representative of our father Late Chandi Prasad Sharma as may think fit and necessary.
5. To file suits or applications or proceedings Civil. Criminal or Revenue in respect of or arising out of businesses of our father Late Chandi Prasad Sharma and / or matters relating to properties of our father Late Chandi Prasad Sharma , and to prosecute the same and for such purpose to sign, execute, verify pleadings, petition, appeals or other documents for and on behalf of our father Late Chandi Prasad Sharma as heir and legal representative that may be necessary therefore and to swear affidavits




D. Prasad
07-3-19
DAMODAR PRASAD
NOTARY, Regd. No. 704/163
Govt. of Jharkhand
CHAIBASA-833201
Chandrabhaga Das
Qualified Person
86





 Identified by me  Advocate



and to compromise, refer to Arbitration binding on oath as a party or witness to adduce evidence, to accept service and also to defend any suit or any other action that may be filed against business and to prosecute the claim or defense in the courts both in criminal, civil, revenue and Tribunals specially formed in those regards, as also to engage lawyer/s for as heir and legal representative of our father Late Chandi Prasad Sharma by signing Vakalatnama / s.


6. To appear on behalf of our father Late Chandi Prasad Sharma as heir and legal representative before the Sales-Tax or Income-Tax Authorities and Service -Tax Authorities or any other authority/Authorities and also to file before such authorities any returns, papers that may be required to be filed and also produce Books of Accounts before such authorities for the purpose of assessment of Taxes and also attend such assessment proceedings to take refund of money, documents, if any as and when necessary.
7. The Attorney aforesaid may file returns and documents that may be required to be filed before the Mining authorities and / or any other authority.
8. The said Attorney have also been authorised by this power of Attorney to deposit any amount by challans or by any other mode before any authorities in respect of payments that may be required to be made to such authorities.




 07-319
 DAMODAR PRASAD
 NOTARY, Regd. No. 704/163
 Govt. of Jharkhand
 CHAITANYA-833201

 87
 Chandrakanta Das
 Qualified Person

 Name 

 Identified by me  Advocate

9. To do all other acts, deeds and things that may be necessary for carrying on all business of our father Late Chandi Prasad Sharma properly and / or manage, maintain and look after all the incidents .

We hereby agree that all acts, deeds, things lawfully done by our said attorney shall be construed as acts, deeds and things done by us personally and we undertake to ratify and whatever act, thing or deed that our said Attorney shall lawfully do or cause to be done by virtue of the power hereby given to him.





 07-3-19

 DAMODAR PRASAD

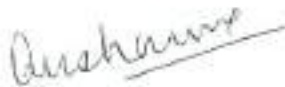
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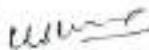
We sign this at Chaibasa on this the 6th day of March , 2019.

We have also attested the signature of the said Attorney Sri Anil Kumar Sharma herein below.



Sri Anil Kumar Sharma
(Signature of the Attorney)

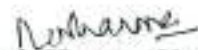
Attested by us.



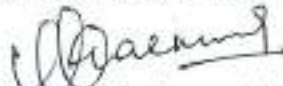
1. Sri Binod Ranjan Sharma



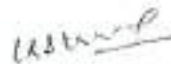
2. Sri Sunil Kumar Sharma



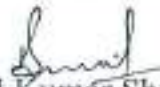
3. Sri Rajesh Kumar Sharma



4. Sri Atmya Chaitanya Sharma



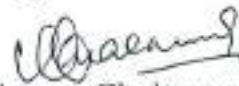
1. Sri Binod Ranjan Sharma



2. Sri Sunil Kumar Sharma



3. Sri Rajesh Kumar Sharma



4. Sri Atmya Chaitanya Sharma

(EXECUTANTS)


Identified by me and
signed in my presence.



(Gautam Sarkar)
Advocate, Chaibasa

Executant being Identified by
Shri/Smt./Kam.

G. Sarkar


07-3-19

Damodar Prasad
Notary Regd. No.-704/16J
Govt. of Jharkhand, Chaibasa


07-3-19
DAMODAR PRASAD
NOTARY, Regd. No.-704/16J
Govt. of Jharkhand
CHAIBASA-833201



89
Qualified Person

Serial No. C

85560



Before

DAMODAR PRASAD
NOTARY, Regd. No-704/153
Govt. of Jharkhand
CHAIBASA-233301

at Chaibasa
West Singhbhum (Jharkhand)

AFFIDAVIT / शपथ पत्र / ALL NOTARIAL PURPOSE



Damodar
07-3-19

DAMODAR PRASAD
NOTARY, Regd. No-704/153
Govt. of Jharkhand
CHAIBASA-233301

05
07-3-19



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India
Government of India

प्रमाणन क्रम / Enrollment No. 1124/10017/00547

To,
अनिल कुमार शर्मा
Anil Kumar Sharma
S/O Chand Prasad Sharma
52
AMLA TOLA
POST- CHAIBASA
Chaibasa
Chaibasa Pashchimi Singhbhum
Jharkhand 833201

Ref: 72 / 20C / 134960 / 135673 / P



UE206700165IN



आपका आधार क्रमांक / Your Aadhaar No. :

3531 9260 3724

आधार — आम आदमी का अधिकार



भारत सरकार
GOVERNMENT OF INDIA



अनिल कुमार शर्मा
Anil Kumar Sharma
जनम वर्ष / Year of Birth : 1985
पुरुष / Male



3531 9260 3724

आधार — आम आदमी का अधिकार

सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता: S/O चांदी प्रसाद शर्मा, 52,
अमला टोला, पोस्ट- चाईबासा, चाईबासा,
पश्चिमी सिंहभूम, झारखण्ड, 833201

Address: S/O Chand Prasad
Sharma, 52, AMLA TOLA, POST-
CHAIBASA, Chaibasa, Chaibasa,
Pashchimi Singhbhum,
Jharkhand, 833201



1947
1800 180 1807



help@uidai.gov.in




www.uidai.gov.in





ID, Sex No, 1947,
Enrollment 000 001

Anshu

Doc No - 9471579161


ELECTION COMMISSION OF INDIA
 भारत निर्वाचन आयोग
IDENTITY CARD
 पहचान पत्र

FYD0767758

Elector's Name	Anil Kumar Sharma
चुनेवाले का नाम	अनिल कुमार शर्मा
Father's Name	Chandi Prasad Sharma
पिता का नाम	चंदी प्रसाद शर्मा
Sex	Male
लिंग	पुरुष
Age as on 1.1.2003	36
१.१.२००३ की आयु	३६

Address FYD0767758
 52 AMLA TOLA
 WARD NO. 3
 P.O., DIST. WEST SINGBHAM

पता
 52 अमला टोला
 वार्ड नं. 3
 पो. जिला पश्चिमी सिंहभूम


 Facsimile Signature
 Electoral Registration Officer
 निर्वाचक निबंधन अधिकारी

For 52 - Chaibasa (ST)
 Assembly Constituency
 ५२ - चाईबासा (अ.ज.पा.)
 विधानसभा निर्वाचन क्षेत्र

Place	West Singbham
स्थान	पश्चिमी सिंहभूम
Date	17.10.2003
दिनांक	१७.१०.२००३

062/0337

Government of India
Ministry of Mines
Indian Bureau of Mines
Indira Bhawan, Nagpur

To,
Mr Chandi Prasad Sharma
Amla tola
Chaibasa

Date: 12/12/2011

District SINGHBHUM (WEST)
State JHARKHAND - (833201)

Sub: Allotment of Registration number under Rule 45 of MCDR,1988-reg

Sir/Madam,

Refer to your application no. 5881 dated 05/12/2011 for registration with the Indian Bureau of Mines in terms of Rule 45 of the Mineral Conservation and Development Rules, 1988. It is informed that your application has been accepted and you have been allotted registration number **IBM/5881/2011**. The details of registration are also posted on the website of IBM at <http://ibm.gov.in>. You are requested to ensure that the registration number is mentioned in all your future communications, failing which the communication shall not be entertained. In case of further clarification in the matter, you may write to the nodal officer for registration, Shri V K Misar, SMG (TMIS), IBM, Nagpur or email him at vkm@ibm.gov.in.

2. This letter is an electronically generated mail, solely for the purpose of intimating the registration number and does not accord any legal rights in matter pertaining to mining/trading/stocking/ end-use or export of minerals.

**Controller General
Indian Bureau of Mines**


Controller General
Qualified Person 93



NABL

NATIONAL ACCREDITATION
BOARD FOR TESTING AND
CALIBRATION LABORATORIES

DIRECTORY *of* ACCREDITED TESTING LABORATORIES

AS ON: 29.02.2016

ISSUE DATE: 01.03.2016

CP
Chandrabhanu Das
Qualified Person 94



NABL

National Accreditation Board for Testing and Calibration Laboratories

(An Autonomous Body under Department of Science & Technology, Govt. of India)

CERTIFICATE OF ACCREDITATION

BARBIL LABORATORY (MITRA S.K. PVT. LTD.)

has been assessed and accredited in accordance with the standard

ISO/IEC 17025:2005

"General Requirements for the Competence of Testing & Calibration Laboratories"

for its facilities at

PO-Barbil, Ward No-6, Dist-Keonjhar, Odisha

in the discipline of

CHEMICAL TESTING

(To see the scope of accreditation of this laboratory, you may also visit NABL website www.nabl-india.org)

Certificate Number T-3278


Issue Date 03/02/2017



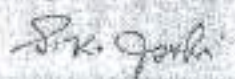
Valid Until 02/02/2019

This certificate remains valid for the Scope of Accreditation as specified in the annexure subject to continued satisfactory compliance to the above standard & the additional requirements of NABL.

Signed for and on behalf of NABL


N. Venkateswaran
Program Manager


Anil Relia
Director


Prof. S. K. Joshi
Chairman



Mitra S. K. Private Limited

At/P.O.: BARBIL Ward No-8
Dist.: Keonjhar, Odisha - 758035
CIN: U51909WB1956PTO023037

T : +91 06767 275209
E : barbil@mitrask.co.in
W : www.mitrask.com



Date : 06/03/2019

Certificate No. : MSK/SSC/BRL/2018-19/000341

CERTIFICATE OF ANALYSIS

We hereby certify that, sample submitted to us by client M/s. Chandri Prasad Sharma is analysed in our laboratory with the following findings:

General Information	
Job Ref. No.:	SJ/BAR/IO-2018/00203
Commodity:	Iron Ore
Client Sample Mark:	DUMP
Sample Receipt Date:	27/02/2019
Condition of Sample:	Uncrushed Open Marked Ready to Analyse

*** Sample not drawn by us

Chemical Analysis		
Parameter	Result	Unit
Fe	47.98	%
Silica (SiO ₂)	2.79	%
Alumina (Al ₂ O ₃)	10.09	%
Phosphorus (p)	0.089	%
Loss in Ignition	14.61	%
Mn	0.86	%

Remarks: Nil

Client Details:

M/s. Chandri Prasad Sharma
RBT-Tensa, Sundargarh-770042, Odisha

Certificate Checked By:

For Mitra S. K. Private Limited

Authorized Signatory

H. O.: Shradhi Centre (5th Floor), 74B, Acharya Jagadish Chandra Bose Road, Kolkata - 700 016, West Bengal, India
T: 91 33 22172249 / 4914 3000 / 2265 0006 / 2265 0007 F: 91 33 2265 0008 E: info@mitrask.com W: www.mitrask.com



Mitra S. K. Private Limited

A/P.O.: BARBIL Ward No-6
Dist.: Keonjhar, Odisha - 758035
CIN: U51909WB1956PTC023037

T : +91 06767275209
E : barbil@mitrask.co.in
W : www.mitrask.com



Certificate No. : MSK/SSC/BRL/2018-19/000342

Date : 06/03/2019

CERTIFICATE OF ANALYSIS

We hereby certify that, sample submitted to us by client M/s. Chandi Prasad Sharma is analysed in our laboratory with the following findings:

General Information	
Job Ref. No.:	SJ/BAR/IO-2018/00203
Commodity:	Iron Ore
Client Sample Mark:	LUMP
Sample Receipt Date:	27/02/2019
Condition of Sample:	Uncrushed Open Marked Ready to Analyse

*** Sample not drawn by us

Chemical Analysis		
Parameter	Result	Unit
Fe	65.37	%
Silica (SiO ₂)	1.28	%
Alumina (Al ₂ O ₃)	1.48	%
Phosphorus (p)	0.090	%
Loss in Ignition	3.12	%
Mn	0.14	%

Remarks: Nil

Client Details:

M/s. Chandi Prasad Sharma
RBT-Tenza, Sundergarh-770042, Odisha

Certificate Checked By:

For Mitra S. K. Private Limited

Authorized Signatory

H. O.: Shree Centre (5th Floor), 74B, Acharya Jagadish Chandra Bose Road, Kolkata - 700 016, West Bengal, India
T: 91 33 22172249 / 4014 3000 / 2265 0006 / 2265 0007 F: 91 33 2265 0008 E: info@mitrask.com W: www.mitrask.com



97-33
Person



KALYANI LABORATORIES

Plot No. - 1867, Bomikhal, Bhubaneswar - 751010, Orissa,
Tel. - 0674 - 2585026, 6524791, 9437306091
E-mail : kalyanilab@yahoo.co.in, Fax. 0674 - 2585026



AN ISO 9001 & 14001 CERTIFIED LABORATORY
CERTIFICATE NO. 4050-407 & 41 & 224

TEST REPORT

Test Report No.: KLPL-TR/09/11/S-001 - 006

Issue date: 16.09.2011

Name and address of the Customer: Raikela Bahamba & Tensa Iron & Manganese Ore Mines
Koira, Tensa, Sundargarh, Odisha.

Customer's reference: NIL

Date of Sample Receipt: 12.09.2011

Testing Dt.: 12.09.2011

Test completion Dt.: 15.09.2011

Sample Description: Ambient Air Quality (3) & Noise (3)

No. of Samples: 3 Locations (1 Sample Each)

Sample Condition: Gaseous sample absorbing solutions refrigerated

Sampling Method used, if any: KLPL/SOP/ Air-06

A: RESULTS OF AMBIENT AIR QUALITY MONITORING

SL No.	DATE OF SAMPLING	PARAMETER	SAMPLING LOCATION	OBSERVED VALUE	NAAQS, 2009	SAMPLING / TEST METHOD
1.	07-08/09/2011	PM ₁₀ µg/m ³	Quarry-1 (Raikela Village) Core Zone	90.0	100 µg/m ³	KLPL/SOP/Air-01
	08-09/09/2011		Quarry-5(Raikela Village) Core Zone	88.0		
	09-10/09/2011		Bahamba Village (Buffer Zone)	82.0		
2.	07-08/09/2011	PM _{2.5} µg/m ³	Quarry-1 (Raikela Village) Core Zone	54.55	60 µg/m ³	KLPL/SOP/Air-02
	08-09/09/2011		Quarry-5(Raikela Village) Core Zone	52.16		
	09-10/09/2011		Bahamba Village (Buffer Zone)	45.06		
3.	07-08/09/2011	SO ₂ µg/m ³	Quarry-1 (Raikela Village) Core Zone	15.25	80 µg/m ³	IS 5182 (P-2): 2001
	08-09/09/2011		Quarry-5(Raikela Village) Core Zone	13.26		
	09-10/09/2011		Bahamba Village (Buffer Zone)	10.86		
4.	07-08/09/2011	NO ₂ µg/m ³	Quarry-1 (Raikela Village) Core Zone	30.50	80 µg/m ³	IS 5182 (P-6): 2006
	08-09/09/2011		Quarry-5(Raikela Village) Core Zone	27.18		
	09-10/09/2011		Bahamba Village (Buffer Zone)	22.69		



KALYANI LABORATORIES

Plot No. - 1867, Bomikhal, Bhubaneswar - 751010, Orissa,

Tel.- 0674 - 2585026, 6524791, 9437306091

E-mail : kalyanlab@yahoo.co.in, Fax. 0674 - 2585026



AN ISO 9001 & 14001 CERTIFIED LABORATORY
CERTIFICATE NO. 10503 BKT & 16 C 070

B: RESULTS OF NOISE MONITORING

SL.NO	DATE OF MONITORING	SAMPLING LOCATION	NOISE LEVEL IN dB(A) LEQ, DAY TIME (6.00AM TO 10.00PM)	NOISE LEVEL IN dB(A) LEQ, NIGHT TIME (10.00 PM to 6.00 AM)
1.	07/09/2011	Quarry-3 (Raikela Village) Core Zone	73.2	69.2
2.	08/09/2011	Quarry-5 (Raikela Village) Core Zone	72.5	67.5
3	09/09/2011	Bahamba Village (Buffer Zone)	53.2	43.6
NOISE LIMIT AS PER NOISE RULE 2000		INDUSTRIAL AREA	75.0	70.0
		RESIDENTIAL AREA	55.0	45.0
Remarks: Nil				
Any unusual feature observed during determination			Nil	

End of Test Report

Dis. Aoulcha
Authorized Signatory
Kalyani Laboratories Private Limited





KALYANI LABORATORIES

Plot No. - 1867, Bomikhal, Bhubaneswar - 751010, Orissa,
Tel. - 0674 - 2585026, 6524791, 9437306091
E-mail : kalyanilab@yahoo.co.in, Fax. 0674 - 2585026



AN ISO 9001 & 14001 CERTIFIED LABORATORY
CERTIFICATE NO. 4005, DATED 2-10-2009

TEST REPORT

Test Report No.: KLPL-TR/09/11/S-007

Issue Date: 16.09.2011

Name and address of the Customer: Raikela Bahumbu & Tensa Iron & Manganese Ore Mines
Koira, Tensa, Sundargarh, Odisha.

Customer's reference: Nil

Date of sampling: 10.09.2011

Date of Sample Receipt: 12.09.2011

Testing Dt.: 12.09.2011

Test completion Dt: 16.09.2011

Sample Description: Surface Water

Place of collection: Near the Nala inside the Lease area (Core Zone)

Sample Condition: Sealed plastic and sterilized glass Bottle

No. of Samples: 01

Sampling Method used, if any:

KLPL/SOP/Chem-28

Sl. No	Parameters	Results	Units	Standards as per IS-2296 class-"C"	Test Methods
1.	Colour	5.0	Hazen, Max	300	IS 3025 (Part 4):1983 RA 2012
2.	pH value	7.2	--	6.5-8.5	IS 3025 (Part 11):1983 RA 2012
3.	Turbidity	5.0	NTU, max	--	IS 3025 (Part 10):1984 RA 2006
4.	Total dissolved solids	260	mg/l, max	1500	IS 3025 (Part 16):1984 RA 2006
5.	Chloride (as Cl)	19.2	mg/l, max	600	IS 3025 (Part 32):1988 RA 2009
6.	Fluoride (as F)	0.15	mg/l, max	1.5	IS 3025 (Part 60):2008
7.	Iron (as Fe)	0.85	mg/l, max	50	IS 3025 (Part 53):2003 RA 2009
8.	Sulphate (as SO ₄)	32	mg/l, max	400	IS 3025 (Part 24):1986 RA 2009
9.	Total alkalinity (as CaCO ₃)	101	mg/l, max	--	IS 3025 (Part 23):1986 RA 2009
10.	Total hardness (as CaCO ₃)	92	mg/l, max	--	IS 3025 (Part 21):2009
11.	Calcium as Ca	30.4	mg/l	--	IS 3025 (Part 40):1991 RA 2009
12.	Magnesium as Mg	3.89	mg/l	--	IS 3025 (Part 46):1994 RA 2003
13.	Biochemical Oxygen Demand	2.0	mg/l, max	3.0	APHA-22 nd Edition - 2012 (5210 B)
14.	Chromium Hexavalent (Cr ⁶⁺)	< 0.05	mg/l, max	0.05	APHA-22 nd Edition (3500-Cr-B):2012
15.	Dissolved Oxygen	7.6	mg/l,min	4.0	APHA-22 nd Edition (4500-O-C)

Remarks: Nil

Any unusual feature observed during determination

Nil

***** End of Test Report *****

Authorized Signatory
Kalyani Laboratories Limited

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Scanned by CamScanner



KALYANI LABORATORIES

Plot No. - 1867, Bomikhal, Bhubaneswar - 751010, Orissa,
Tel. - 0674 - 2585026, 6524791, 9437306091
E-mail : kalyanilab@yahoo.co.in, Fax. 0674 - 2585026



AN ISO 9001 & 14001 CERTIFIED LABORATORY
CERTIFICATE NO. MSC/INT/1862/2010

TEST REPORT

Test Report No.: KLPL-TR/09/11/S-008

Issue Date: 16.09.2011

Name and address of the Customer: Raikela Bahamba & Tensa Iron & Manganese Ore Mines
Koira, Tensa, Sundargarh, Odisha.

Customer's reference: Nil

Date of sampling: 10.09.2011

Date of Sample Receipt: 12.09.2011

Testing Dt.: 12.09.2011

Test completion Dt: 16.09.2011

Sample Description: Surface Water Place of collection: Near the Nala outside the Lease area (Buffer Zone)

Sample Condition: Sealed plastic and sterilized glass Bottle

No. of Samples: 01

Sampling Method used, if any: KLPL/SOP/Chem-28

Sl. No	Parameters	Results	Units	Standards as per IS-2296 class-"C"	Test Methods
1.	Colour	6.0	Hazen, Max	300	IS 3025 (Part 4):1983 RA 2012
2.	pH value	7.4	--	6.5-8.5	IS 3025 (Part 11):1983 RA 2012
3.	Turbidity	8.0	NTU, max	--	IS 3025 (Part 10):1984 RA 2006
4.	Total dissolved solids	280	mg/l, max	1500	IS 3025 (Part 16):1984 RA 2006
5.	Chloride (as Cl)	24	mg/l, max	600	IS 3025 (Part 32):1988 RA 2009
6.	Fluoride (as F)	0.18	mg/l, max	1.5	IS 3025 (Part 60):2008
7.	Iron (as Fe)	0.88	mg/l, max	50	IS 3025 (Part 53):2003 RA 2009
8.	Sulphate (as SO ₄)	35	mg/l, max	400	IS 3025 (Part 24):1986 RA 2009
9.	Total alkalinity (as CaCO ₃)	120	mg/l, max	--	IS 3025 (Part 23):1986 RA 2009
10.	Total hardness (as CaCO ₃)	100	mg/l, max	--	IS 3025 (Part 21):2009
11.	Calcium as Ca	32	mg/l	--	IS 3025 (Part 40):1991 RA 2009
12.	Magnesium as Mg	4.86	mg/l	--	IS 3025 (Part 46):1994 RA 2003
13.	Biochemical Oxygen Demand	2.5	mg/l, max	3.0	APHA-22 nd Edition - 2012 (5210 B)
14.	Chromium Hexavalent (Cr ⁺⁶)	< 0.05	mg/l, max	0.05	APHA-22 nd Edition (3500-Cr-B):2012
15.	Dissolved Oxygen	7.4	mg/l,min	4.0	APHA-22 nd Edition (4500-O-C)
Remarks: Nil					
Any unusual feature observed during determination					Nil

===== End of Test Report =====

Authorized Signatory
Kalyani Laboratories Private Limited





OF THE
INDIAN SCHOOL OF MINES


upon the recommendation of the Academic Council
hereby confers on

CHANDRA BHANU DAS

THE DEGREE OF
MASTER OF SCIENCE TECHNOLOGY
IN
APPLIED GEOLOGY
IN

First Class With Distinction

with all the Honours Privileges and Obligations thereunto Pertaining
Given at Dhanbad on this Second day of June
Nineteen Hundred and Eighty Nine


REGISTRAR (ACTG.)


CHAIRMAN
ACADEMIC COUNCIL


CHAIRMAN
EXECUTIVE BOARD

TO WHOM IT MAY CONCERN

This is to certify that Sri Chandrabhanu Das, Ex-Geologist Directorate of Geology, Odisha, Son of Sri Manindra Nath Das of Dhabalagiri, PO: Jajpur Road, Dist: Jajpur, 755 019 has served under this Directorate of Geology, Odisha as Geologist from 15.11.1990 to 31.10.2011. During this period Mr. Das was associated with various exploration programmes of the Directorate such as Coal exploration in Neelachal Block, Mandakini Block and Padma Block of Talcher Coalfield, Gemstone exploration in Riamal Block, Debgad district etc. .

A.T. DASH
04/02/16

(A.T.DASH)

DIRECTOR OF GEOLOGY, ODISHA.

Director of Geology

Cuttack, Bhubaneswar

104

Chandrabhanu Das
Geologist - Person

IndusInd Bank

BHUBANESHWAR BRANCH No.78, Janpath, Kharavela Nagar, Unit III,
SWIFT Code: INDB IN BB CPC

To
The Regional Controller of Mines,
Indian Bureau of Mines,
Plot No-149, Pokhariput
Bhubaneswar-751020

Date: Feb 19, 2021

At the request of the applicant, we have amended the guarantee, details of which are as follows :-

Bank Guarantee No	OGT0035190030303
Date of Amendment	Feb 19, 2021
Amendment SI	AMD001
Expiry Date	Mar 31, 2026
Amount	INR 2,782,200.00
Latest Claim Date	Mar 31, 2027

Please find attached the amendment that forms an integral part of original guarantee & must be kept attached there with .
On fulfillment of the obligation expiry, Kindly return the original guarantee with the amendment directly to us. We confirm that the said amendment is signed by the authorized signatories of the bank.

You may verify the genuineness of issuance of said BG amendment by writing to Head, bank Guarantee Operations, at the following address.

IndusInd Bank Limited
CGMO Central Processing Centre
PNA House, 3rd Floor, Plot No.57 & 57/1,
Street No.17, Near ESI Hospital, MIDC,
Andheri (East), Mumbai - 400 093.
Mail ID opsguarantee@indusind.com
Tel No 022 61098390 / 022 61098478

THIS IS A COMPUTER GENERATED ADVICE. NO SIGNATURE REQUIRED.

Please note that this advice provides details of the transaction handled by us on your behalf including details of charges / GST deducted (if applicable). In case you have registered your GSTIN details with us, you will receive a separate GST invoice (if applicable) on your registered mail id. We request you to ensure that your GSTIN details have been submitted to us and that your email id is registered with us to receive the GST invoices.

In case you wish to register your GSTIN details with us, please send an email to GSTC@indusind.com from your registered mail id and courier the documents to us at the following address : IndusInd Bank Limited - GST Client Support Team, One Indiabulls Centre, Tower 3, 8th Floor, 841 Senapati Bapat Marg, 4th Floor, 105 (W), Mumbai - 400 013.

For any queries, please feel free to contact your Service manager/ Relationship manager*

Chandra Sany Das
Qualified Person



ଓଡ଼ିଶା ODISHA

L 386569

BANK GUARANTEE NO: OGT0035190030303

DATE: Feb 19, 2021

To,

The Regional Controller of Mines,

Indian Bureau of Mines,

Plot No-149, Pokhariput

Bhubaneswar-751020

Sir,

Subject

: Extension of Bank Guarantee

Bank Guarantee Number

: OGT0035190030303

Amount

: INR 2,782,200.00

Issue date

: Mar 26, 2019

Present expiry date

: Mar 31, 2021

Present claim expiry date

: Mar 31, 2021

Applicant

: M/s. Chandi Prasad Sharma

For IndusInd Bank Ltd.
CGMO, Bhubaneswar Branch

Debashish Palai
Authorized Signatory

Debashish Palai
S.S.No-7976



For IndusInd Bank Ltd.
CGMO, Bhubaneswar Branch

D. S. Mishra
Authorized Signatory

Debaswarup Mishra
S.S.No-10946
Page 106

BANK GUARANTEE NO: OGT0035190030303

DATE: Feb 19, 2021

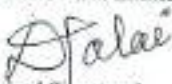
We IndusInd Bank Limited, No. 78, Janpath, Kharavela Nagar, Unit III, Bhubaneswar - 751 001 hereby extend the validity period of the above guarantee from Mar 31, 2021 to Mar 31, 2026 and claim period from Mar 31, 2021 to Mar 31, 2027.

Notwithstanding anything contained herein or in the original Bank Guarantee as amended from time to time,

- i) Our liability under this Bank Guarantee shall not exceed INR 2,782,200.00 (Two Million Seven Hundred and Eighty Two Thousand Two Hundred Indian Rupee only).
- ii) This Bank Guarantee shall be valid upto Mar 31, 2026 only; and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before Mar 31, 2027, if no written claim or demand is received by us within the aforesaid period then all your rights under this Bank guarantee shall stand extinguished and we shall be discharged of all liabilities under this Bank Guarantee thereafter.

All other terms and conditions of the guarantee remain unchanged.

For IndusInd Bank Limited



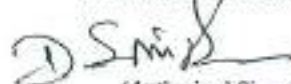
(Authorised Signatory)

(Name and Designation /SS NO)

Debashish Palai
S.S.No-7976



For IndusInd Bank Limited



(Authorised Signatory)

(Name and Designation /SS NO)

Debaswarup Mishra
S.S.No-10946

Charan Ranjan Das
Qualified Person

0035200207

HEHJHANESUWAR BRANCH No.78, Janpath, Kharavela Nagar, Unit III,
SWIFT Code: INDB IN BB CPC

IndusInd Bank

To

The Regional Controller of Mines,
India's Bureau of Mines,
Plot No-149, Pokharipai
Bhubaneswar-751020

Date: Mar 26, 2019

Dear Sir/ Madam,

At the request of M/S CHANDI PRASAD SHARMA,, We have issued guarantee as per following details.

Bank Guarantee No & Date of Issue	IGT0035190030303 Mar 26, 2019
Amount	INR 2,782,200.00
Expiry Date	Mar 31, 2021
Claim Date	Mar 31, 2021

We confirm that the officials who have signed the above bank guarantee are authorized to sign the same on behalf of IndusInd Bank Ltd. You may verify the genuineness of issuance of said Bank Guarantee by writing to Head, Bank Guarantee Operations, at the following address

IndusInd Bank Limited
CGMO Central Processing Centre
PNA House, 3rd Floor, Plot No.57 & 57/1,
Street No.17, Near ESI Hospital, MIDC,
Andheri (East), Mumbai - 400 093,
Mail ID: opsguarantee@indusind.com
Tel No 022 61098390 / 022 61098478

Claims, if any under this Guarantee to be lodged only with the Issuing Branch as per the terms of the Bank Guarantee.

THIS IS A COMPUTER GENERATED ADVICE. NO SIGNATURE REQUIRED.

Please note that this advice provides details of the transaction handled by us on your behalf including details of charges / GST deducted (if applicable). In case you have registered your GSTIN details with us, you will receive a separate GST invoice (if applicable) on your registered mail id. We request you to ensure that your GSTIN details have been submitted to us and that your email id is registered with us to receive the GST invoice.

In case you wish to register your GSTIN details with us, please send an email to GSTC@indusind.com from your registered mail id and courier the documents to us at the following address : IndusInd Bank Limited - GST Client Support Team, One IndusInd Centre, Tower 1, 8th Floor, 841 Senapati Bapat Marg, Elphinstone Road (W), Mumbai - 400 013.

For any queries, please feel free to contact your Service manager/ Relationship manager.

 Anirban Das
Authorized Person
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K 416793

BANK GUARANTEE

Bank Guarantee: OGT0035190030303

Date: 26/03/2019

To
The Regional Controller of Mines,
Indian Bureau of Mines,
Plot No-149, Pokhariput
Bhubaneswar-751020

Dear Sir,
Bank Guarantee No OGT0035190030303
Amount of Guarantee Rs. 27,82,200/-
Guarantee Period from 26.03.2019
Last date for lodgment of claim 31.03.2021

Page 1 of 4

For Indusind Bank Ltd.
CGMO, Bhubaneswar Branch

Authorized Signatory

Pradip Kumar Padhy
S.S. No-3670



For Indusind Bank Ltd.
CGMO, Bhubaneswar Branch

Authorized Signatory

Daba Swarnap Mishra
S.S. NO-10948

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This Deed of guarantee executed on 26th Day of March , 2019 by, We INDUSIND BANK LIMITED, a banking company incorporated and registered under Companies Act 1956 and having license to carry on banking business under the Banking Regulation Act, 1949 having its registered office at 2401, General Thimmayya Road, Cantonment, Pune- 411001 and its Corporate Office at 8th Floor, tower-1, One India Bulls Centre, 841, S.B.Marg, Elphinstone Road, Mumbai - 400 013 and its one of branch office at Barbil, Dist: Keonjhar, Odisha, (hereinafter referred to as the bank) in favour of the Regional Controller of Mines /Deputy Controller of Mines (office in-charge), Indian Bureau of Mines Bhubaneswar (hereinafter referred to as the Beneficiary) for an amount not exceeding **Rs.27,82,200/- (Rupees Twenty seven lakhs eighty two thousand two hundred only)** at the request of Chandi Prasad Sharma, BARBIL PO/PS BARBIL DIST KEONJHAR NEAR INDANE GAS SERVICE AGENCY DAILY MARKET BARBIL ORISSA INDIA (hereinafter referred to as the Lessee).

This guarantee is issued subject to the condition that the liability of the bank under this guarantee is limited to maximum of **Rs.27,82,200/- (Rupees Twenty seven lakhs eighty two thousand two hundred only)** and the guarantee shall remain in full force up to **31.03.2021** (date of expiry) and cannot be revoked on or before **31.03.2021** (last date of claim) by the Bank or Lessee.
SUBJECT TO AS AFORESAID

1. Agreement on production of a Bank guarantee for **Rs.27,82,200/- (Rupees Twenty seven lakhs eighty two thousand two hundred only)** Under rule 27 of MCDR 2017.
2. We, IndusInd Bank Ltd ,at the request of Chandi Prasad Sharma (lessee) do hereby undertake to pay to the Regional Controller of Mines/Deputy Controller of Mines (office In-charge), Indian Bureau of Mines, Bhubaneswar or any other officer authority nominated by the controller General, Indian Bureau of Mines an amount not exceeding **Rs.27,82,200/- (Rupees Twenty seven lakhs eighty two thousand two hundred only)** against any loss or damage caused to or suffered or would be caused to or suffered by the Government or towards non compliance of Provisions of **Rule 22, 23,24 & 26 of MCDR, 2017** i.e. Mine Closer Plan / Progressive Mine Closure Plan Approved in respect of the mining lease for Raikela, Bahamba & Tensa Iron & Mn. ore Mines for iron (ore/ ores) over an area of **69.606 hectrs.** Granted by State Government to Chandi Prasad Sharma Lessee situated in Villages: Raikela, Bahamba, Tensa. Bonai Sub-Division, Sundergarh District, Odisha by reason of any breach of the said lessee of any of the terms or conditions contained in the mine closure plan/ progressive mine closure plan/Final Mine closure plan.
3. We IndusInd Bank do hereby undertake to pay the amount due and Payable under this guarantee without any demur, to the authority merely on a demand from the Regional Controller of mines/Deputy Controller of Mines (office In-charge), Indian Bureau of Mines Bhubaneswar or any other authorized by the Controller General, Indian Bureau of Mines stating that amount claimed is due by way of loss or loss of damage caused to or would be caused to or suffered by the government by reason of breach by the said lessee or any of the terms or conditions contained in the mining plan /mining scheme or by reason of lessee's failure to perform the said mine closure plan/ progressive mine closure plan/Final closure plan/Modified FMCP. However our liability under this guarantee shall be restricted to an amount not exceeding . **Rs.27,82,200/- (Rupees Twenty seven lakhs eighty two thousand two hundred only)**

For Indusind Bank Ltd.
CGMO, Bhubaneswar Branch


R. Padhy
Authorized Signatory
Pradip Kumar Padhy
S.S. No-3670

For Indusind Bank Ltd.
CGMO, Bhubaneswar Branch

D. Smith
Authorized Signatory
S.S. No-3670

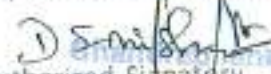
4. We IndusInd Bank undertake to pay to the authority on demand from the Regional Controller of Mines/Deputy Controller of Mines (office in-charge), Indian Bureau of Mines, Bhubaneswar or any other officer authorized by the Controller General, Indian Bureau of Mines of Govt. of India any money so demanded notwithstanding any dispute raised by the lessee in any suit or proceedings pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under lessee shall have no claim against us for making such payment.
5. We Indus Ind Bank further agree that the guarantee herein contained shall remain in full force and effect during the period up to end of the mining plan/ Review of mining plan/Modification of the mining plan period of five years/Final Mine Closure plan period of two years that would be taken for performance of the said agreement and that shall continue to be enforceable till all the dues of the Govt under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged till Regional Controller of Mines/Deputy Controller of Mines (office in-charge), Indian Bureau of Mines, Bhubaneswar or any other officer authorized by the Controller General, Indian Bureau of Mines certifies that the terms and conditions of the progressive mine closure plan/ final mine closure plan have been fully and properly carried out by the said lessee and accordingly discharge this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before **31st March 2021**, we shall be discharged from all liability under this guarantee thereafter.
6. We further agree that Regional Controller of Mines/Deputy Controller of Mines (office in-charge), Indian Bureau of Mines, Bhubaneswar shall have or any other officer authorized by the Controller General, Indian Bureau of Mines shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said lessee from time to time or to postpone for any time or from time to time any powers exercisable by Regional Controller of Mines /Deputy Controller of Mines (office in-charge) Bhubaneswar against the said lessee and to forbear or enforce any of the terms and conditions relating to the said agreement. We IndusInd Bank Ltd shall not be relieved from our liability by reason of any such variations or extensions being granted to the said lessee or for any forbearance, act or omission on the part of **Regional Controller of Mines/Deputy Controller of Mines (office in-charge) Indian Bureau of Mines, Bhubaneswar** or any indulgence by Regional Controller of Mines /Deputy Controller of Mines (office in-charge), Indian Bureau of Mines, Bhubaneswar to the said lessee or any manner or thing whatsoever which under the law relating to sureties would but this provision have effect of so relieving us.
7. This guarantee will not be discharged due to change in constitution of the bank or lessee.
8. We Indus Ind Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the **Regional Controller of Mines /Deputy Controller of Mines (office in-charge), Indian Bureau of Mines, and Bhubaneswar** in writing.

For IndusInd Bank Ltd.
CGMO, Bhubaneswar Branch


Authorized Signatory
Pradip Kumar Padhy
S.S. No-3670



For IndusInd Bank Ltd.
CGMO, Bhubaneswar Branch


Authorized Signatory
Debajit Swarup Mishra
S.S. NO-1094A 111

Bank Guarantee: OGT0035190030303

Date: 26/03/2019

9. Notwithstanding anything contained herein:
- Our liability under this bank guarantee shall not exceed **Rs.27,82,200/- (Rupees Twenty seven lakhs eighty two thousand two hundred only)**.
 - The bank guarantee shall be valid up to **31.03.2021**.
 - We are liable to pay the guarantee amount or any part thereof under this Bank guarantee and only if you serve upon us a written claim or demand on or before **31.03.2021** and the Bank shall be discharged of all its liabilities under the Guarantee thereafter, irrespective of whether or not the original bank guarantee is returned to us.

This bank guarantee is subject to the ICC uniform rules for demand guarantees (ICC publication no. 758) and shall be governed by and construed in all respects, in accordance with the laws of India

10. If the bank guarantee is to be en-cashed through the court, in that case the (city where Regional office, IBM is located) court will have jurisdiction.

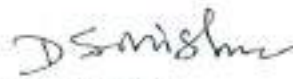
In witness whereof, the bank through its authorized officer has set its hand and stamp on this 26th Day of March 2019 at Barbil

For IndusInd Bank Limited

For IndusInd Bank Limited


(Authorised Signatory)
(Name and Designation /SS NO)

Pradip Kumar Padhy
S.S. No-3570


(Authorised Signatory)
(Name and Designation /SS NO)

Deba Swarup Mishra
S.S. NO-10946



PRE-FEASIBILITY STUDY REPORT

OF

ML area of Raikela-Bahamba-Tensa Iron & Manganese mines over 172.00 acres or 69.606 hectares in Sundargarh district, Odisha.

(FOR THE PERIOD 2021 -22 TO 2025-26)

Registration under Rule 45 of MCDR - U/R 45 of MCDR, 1988 -IBM/5881/2011

Status of Lease Area

Category	Forest Land	Non-Forest Land	Date of execution	Date of expiry
A-OTFM	67.352 Ha	2.254 Ha	17.04.86	16.04.2036 (the lease is likely to be extended up to 16.04.2036 under section 8A(6) of the MMDR (Amendment) Act, 2015)

Lessee:-Late Sri Chandi Prasad Sharma

Anil Kumar Sharma, Legal Heir & Power of Attorney Holder
Amlatola, P.O- Chaibasa-833201
West Singhbhum, Jharkhand.
Mob:- 9471579161 , 9937098707, Fax 0658-2256909
E-mail- akscbasa@gmail.com

Prepared by

Chandrabhanu Das,
Qualified Person

Geo Consultants Pvt. Ltd.

853, Gobind Prasad (Medical Lane)
Infront of Reliance fresh (Radhika Complex)
Bhubaneswar-751006, Phone -0674-2575702, Mobile -9437019019

Email-consultants_geo@yahoo.co.in

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INTRODUCTION

Iron ore is an important mineral commodity in the modern era because it is the prime source of iron metal, the most important metal used by man. The present age can as well be called the Iron Age. Because without iron no industry can exist, whether, it is in industrial, agricultural or in domestic sector. Iron is the backbone of modern civilization. In Orissa there are number of Govt. and private enterprises which exploit iron ore. Also there are number of companies which intend to venture in to iron ore mining sector.

Sri Chandī Prasad Sharma is a private individual, having his mines office at Tensa and head office at Amlatola, PO-Chaibasa, Dist.-Singhbhum West, having more than 20 years of experience in mining.

The Iron & Manganese Oremining lease area under reference over an area of 69.606 ha is located in villages Raikela, Bahamba & Tensa under Taluka Bonai, Block-Barsuan of Sundargarh District of Odisha .

The summary of the profile of the lease area is as follows.

SL.NO	LEASE STATUS
1.	The lease was executed on 17.04.1986 over an area of 69.606 ha. for a period of 20 years in favour of Sri Chandī Prasad Sharma. Accordingly the lease period expired on 16.04.2006. Copy of the lease deed has been annexed as (Annexure-I)
2.	Before the expiry of the lease, the lessee has filed 1 st RML on 15.04.2005 within the stipulated period under the provision of Rule 24A (1) of M.C.Rule 1960.
3	However, the said mines was non operational for a continuous period of two years w.e.f 22.02.2011 due to want of forest clearance. The Government have declared the said lease as lapsed w.e.f. 22.02.2013 under section 4A (A) of MMDR Act 1957 read with rule 28 (1) of MCR 1960 and treat the 1 st RML application dt. 15.04.2005 as in fructuous and devoid of any merit for consideration vide Government proceeding No. 5947/SM dt. 26.06.2013. Copy of the lapsing order has been annexed as (Annexure-II)
4	The lessee Sri Anil ku Sharma, legal heir of late Chandī Prasad Sharma had filed Revision Application bearing R.A. No. 22/18/2013 RC-I before Revisional Authority, Government of India challenging against the lapsing order of Government dt. 26.06.2013 wherein the Revisional

	Authority passed common order dated 11.05.2016 (common order No.105/2016 to 160/2016) setting aside the impugned order of lapsing and remanded the case back to the state Government. Copy of the set aside order has been annexed as (Annexure-III) . The State Govt had filed a writ petition against the common order of RA before the Honorable High Court, Odisha and the High Court vide order dated 23.07.2019 has declared the writ petition of the State Govt as not maintainable (Annexure IV) .
5	In the present scenario, whereby the Mines and Minerals (Development & Regulation) Amendment Act, 2015 has been brought into force, the lease is likely to be extended up to 16.04.2036 under section 8A(6) of the MMDR (Amendment) Act, 2015.
6	The lessee has applied several times for extension of the lease in the Department of Steel and Mines Govt. of Odisha and is under active consideration of Govt. Copy of the applications for the extension of the lease has been annexed as (Annexure-V)
MINING PLAN/ MINING SCHEME/MODIFICATION OF MINING PLAN	
7	The mining plan was prepared for the year 2006-07 to 2010-11 at the time of renewal by RQP Arindam Dash and the same was approved by IBM Nagpur vide letter No-MP/OTFM/13-ORI/BHU/2007-08 on dt.11.01.2008.
8	The last Review of Mining Plan under rule 17(1) of the minerals (other than atomic and hydro carbons energy minerals) concession rules, 2016 along with progressive mine closure plan Under Rule-23 of MCDR, 2017 for the period of 2016-17 to 2020-21 was approved by the Indian Bureau of Mines, Bhubaneswar vide letter no. MS/ OTFM/ 51-ORI/ BHU/ 2018-19, dated 28.03.2019(Ref. Annexure- VI).
FOREST DIVERSION PROPOSAL	
9	The lessee has applied for approval of De-reservation proposal on 20.05.2005 which is under process. A copy of the communication from Conservator of Forests, Rourkela to Chief Conservator of Forests, Bhubaneswar, in this regard is furnished herewith as Annexure- VIII .
ENVIRONMENT CLEARANCE	
10	The Environment Clearance has been granted over the mining lease area for an annual production of 50,000 tonnes vide letter No.J-11015/481/2007-IAII(M) Dt.16.06.2008. A copy of the clearance is furnished as Annexure- IX .
SURFACE RIGHT AREA	
11	Surface Right over 7.171 ha. or 17.722 acres has been acquired over the M.L area vide Memo No.789 dt.06.09.1991 and vide Memo No.513

	dt.09.06.1986. Copies of the said orders of Collector, Sundargarh are furnished as Annexure- VII.
RUNNING OF THE MINE	
12	The mine was under operation since 1986. The mine has been temporarily closed since 23.02.2011 due to want of Forest Clearance till date. The DFO, Bonai, vide his letter No.1210/ F dt.22.02.2011, cancelled the permission for working in the mines, a copy of which is furnished as Annexure- X.

The Lessee Sri Chandi Prasad Sharma was a private individual having mines office at Tensa and head office at Amlatola, PO-Chaibasa, Dist-Singhbhum west. The lessee has developed and acquired adequate experience in the field of mining activity since last several years. Sri Anil Kumar Sharma is the nominated and constituted power of attorney of the legal heirs of the lessee (**Ref. Annexure- XI**). The details of other leases possessed by the lessee are as follows.

State	District	Mineral	Name of the Lease	Area in Ha.
Jharkhand	Seraikela & Kharswan	Quartz & Quarzite	Jamdihi Quartz & Quarzite mine	20.716

The mine has been temporarily closed since 23.02.2011 due to want of Forest Clearance till date. However, due to rise in market demand it is intended to re-open the mines after obtaining temporary working permission from the concerned authority. Hence, as per the statutory stipulations and guidelines of IBM, presently the Review of Mining Plan under rule 17(2) of the Minerals (Other than Atomic and Hydro Carbons Energy Minerals) Concession Rules, 2016 along with progressive mine closure plan under rule 23 of MCDR, 2017 is prepared for next five years i.e., for the period from 2021-22 to 2025-26.

The mine is worked out by semi mechanized method of mining where, Block-A is the most prominent quarry in the lease area. The mine, by going into operations, will no way disturb the prevailing eco-system. On the other hand it will generate employment opportunities for the local people.

SL.NO.1: MINERAL RESOURCE ESTIMATE FOR CONVERSION TO MINERAL RESERVE

1.1 Description of Mineral Resource estimate used as a basis for the conversion to a Mineral reserve.

Details of prospecting/exploration already carried out -

Geological Mapping:

No exploration has been undertaken within the ML area excepting some quarries which throw sufficient information about existence of iron ore. The present day quarries are the result of exploitation of iron ore.

The details of the existing quarries areas below.

Quarry	Dimension(mxmxm)	Top R.L. (m.)	Bottom R.L. (m.)	No. of benches
Quarry-1	52x44x6	702	696	2
Quarry-2	35x13x2	720	718	1
Quarry-3	50x7x2	715	713	1
Quarry-4	21x10x1	727	725	1
Quarry-5	210x120x42	721	678	8

The existing quarries within the lease area, have thrown valuable information about the ore body disposition and litho units. The geological map has been prepared on a scale of 1:2000 by incorporating the data/information collected during geological mapping (**Ref Plate- IV**).

Local Stratigraphy as encountered in the area:

Description of rock types:

The lithological sequence as revealed from surface exposures and mining faces of the area is as follows:

RECENT

1. Soil and Alluvium
2. Laterite with iron ore

3. Upper shale and phyllite

Fault

PRE
CAMBRIAN

Iron ore
group

4. Banded iron formation (BHJ/BHQ) containing iron ore bodies.
5. Shale
6. Lower shale

Though the lease is for both Iron and Manganese ore, no manganese ore was encountered during prospecting and mining in blocks 'A' and 'B'. In future if any Manganese ore is found during the course of prospecting in the rest part of the ML area, the same shall be planned for exploitation.

Lithology

The total lease area is covered with lateritic soil and Laterite excluding the quarries within Block-A and Block B where Iron ore has been intercepted along with laterite. Lateritisation is a very common feature in almost all the rock types. Laterite capping is observed in south-west portion of the lease area. Aluminous laterite is observed in south east portion of the area. Different Litho-Units of the area are described below.

- (i) **Soil & Alluvium:** : Red buff coloured lateritic soil sometimes with small percentage of alluvium is located in the eastern margin of the leasehold. Thickness of soil varies from few centimetres to 1 m.
- (ii) **Iron ore:** Iron ore of the lease area can be broadly divided in to two categories namely in-situ ore and float ore. These patches are widely distributed within the leasehold. In-situ ore is encountered around northern part of the leasehold where the Fe content is maximum. Float ore is available in the central and southern part of the. This ore is associated in a groundmass of laterite for which the overall grade of the ore is lower than the in-situ grade. The ore bodies of the area are exhibited the shape & size of the iron ore occurrence over the area as well as disposition of different litho-units and the observed structural features are depicted in the geological plan for reference. The in-situ iron ore body exhibits a dip of around 45° towards east with a trend of N-S. No structural disturbance of the mineralisation is observed in the area.

- (iii) **Laterite:** Incidence of laterite and aluminous laterite is observed on the south-western part of the area over a small patch.

Mineralisation

Mostly insitu iron ore in the Block A & Block B as shown in the Geological Plan. Laterite capping is found along the south-western side of the existing seasonal nala. Aluminous laterite is found along the south-eastern side of the area. Float iron ore with laterite is found on both northern & southern side of nala.

Earlier no exploratory work was carried out in the lease area except the existing quarries. The proved zone is divided into two blocks i.e. Block A & Block B. Both of the blocks have been proposed to be developed in the renewed plan period of the mining lease. Block-A is the most prominent quarry of the lease. This quarry is situated in between the RML boundary points D2 & D3. The bottom R.L. of the quarry floor is 678 m. The height and width of the benches have been maintained with 5 m height and 10 m width. There are nos. of small quarries within the Block B which are situated between RML boundary C1 & C2. The bottom R.L. of the quarry floor is 696m.

As per the evidence of field study, geological mapping and out cropping present in the lease area, 50 meter influence around the quarry periphery has been considered as G2 boundary as per the MEMC. The depth continuity of mineralization has been considered limited to the depth upto which direct evidence of mineralization is established i.e. the ore occurring till the bottommost depth of the quarries which have been included as G2.

Sampling & Analysis: Two nos. of samples were analysed by Mitra SK private limited. Out of the said two samples one was taken from the existing dump and the other was from the ore stack. Copy of analysis result has been annexed as **(Annexure- XIV)**. The ore sample shows 65.37% of Fe content and the dump has 47.98% Fe. Since the mining operation remained suspended for a long time further sampling could not be undertaken. However, the average grade of the ore body can be safely assumed to be +64%Fe.

Nos. of samples	Type of sample	Name of NABL Laboratory
01	From existing ore stock	M/s. Mitra SK private limited
01	From existing Dump	M/s. Mitra SK private limited

Grade: As per guideline of "IBM manual on appraisal of Mining Plan 2014" at least 10% of total samples to be analyzed in accordance to BIS and reports from NABL accredited/Government laboratory. No exploration other than mining has been undertaken within the area. Hence, no samples of exploration have been analysed. Also, the mining operation has been closed since 2011. Hence, to ascertain the grade of iron ore two nos. of samples were analysed by M/s Mitra SK private limited which is a NABL laboratory. Out of the said two samples one was taken from the existing dump and the other was from the ore stock. Copy of analysis result has been annexed as (Annexure- XIII).

The threshold of iron ore being 45% Fe, cut-off grade has been taken as 58% Fe for the ML area. Hence, ore above 58% Fe is considered saleable and ore having Fe% in between 45% to 58% is considered as mineral rejects/sub-grade ore (average grade is around 55%). The average grade of iron ore of the area is around 62% Fe.

Bulk Density: As the mine is not in operation since 23.02.2011 it is not possible to collect samples for the said analysis. Hence, Bulk density of iron ore in the lease area has been considered as 3 Mt / m³ as per the previous approved document.

METHOD OF ESTIMATION OF RESOURCES: In the process, three nos. of cross sections have been prepared over the lease area covering Block-A & Block-B. Then categories of reserve have been depicted in the cross sections to estimate the reserve by cross sectional area method. The data obtained from the existing quarries along transverse section lines are plotted in the sections marking the ore zone. Cross sectional areas of the ore zones are separately calculated for each section and multiplied by the corresponding inter sectional distance (length of influence) to arrive

at volume of ore for each section. The volume of ore for each section has been multiplied by bulk density and recovery factor to reach at the final estimation of tonnage of resource/reserve.

The formula adopted to calculate the reserves is as follows.

$$Q = C \times L \times RF \times t$$

Where Q=Quantity of geological reserve in MT

C= Cross sectional area (sq.m)

L= Length of influence

RF= Recovery factor

t= Tonnage conversion factor (3 MT/m³)

Summary of the calculated resource is as below:

Level of exploration	Resources in million tonne	Avg. Grade
G1-Deatiled Exploration	-	-
G2-General Exploration	1.351	62%
G3-Prospecting	-	-
G4-Reconnassance	-	-

Category of Mineral Resources:

Mineral Resources: (Mineral resources may be estimated purely based on level of exploration, with reference to the threshold value of minerals declared by IBM)

Iron ore zone laterally up to 50m in each side of the existing quarries & depth of occurrence of ore as perceived in these quarries has been considered under G2 level of exploration with a higher level of confidence. Hence, resources estimated under various level of exploration are as follows;

Level of exploration	Resources in million tonne	Avg. Grade
G1-Deatiled Exploration	-	-
G2-General Exploration	1.351	62%
G3-Prospecting	-	-
G4-Reconnassance	-	-

Mineral Reserve:

Resources and Reserves within the lease may be arrived after applying results of feasibility / prefeasibility study and economic evaluation of deposit based on various factors such as:

Mineable reserve has been calculated deducting the non-mineable part of the ore zone which will be blocked due to restriction on mining near the lease boundary.

However, the summary of mineable reserve over the area is given as follows.

Ore	Blocked mineral resources due to under pit slope and safety zone (million tonne)	UNFC	Grade (Fe%)
Iron	0.397	222	+45

Ore	Geological resource (million tonne)	Blocked mineral resources due to under pit slope and safety zone (million tonne)	Mineable reserve (million tonne)
Iron	1.351	0.397	0.954

Break up of Mineable reserve (million tonne)		
Saleable (+58% Fe)/ UNFC	Sub-grade/Mineral rejects (45-58% Fe)/UNFC	Total
0.906/122	0.048/222	0.954

Mineability / Economic viability is demonstrated in consecutive feasibility assessment stages in the order of increasing sense of feasibility such as Pre-feasibility Study and Feasibility Study.

Probable Mineral Reserve (122): This category of reserve is a part of indicated iron ore resource which is derived from the feasibility study as well as mining reports (mining plan.). The present mining plan prepared for the leasehold depicts 0.954 million tons of the indicated resource feasible for exploitation.

Remaining resource: Remaining resource is blocked / non-mineable resource of measured iron ore resource (332) to be left as feasibility resource (222).

Cut off grade, Ultimate pit depth proposed: As per the Notification of Ministry of Mines (Indian Bureau of Mines), Nagpur vide No.C-284/3/CMG/2017 dated 25.04.2018, threshold value of iron ore is 45% Fe. In the lease area iron ore varies 45% to +65 % Fe. Iron ore of > 58% Fe is considered as marketable grade. The reserve in between 45-58% Fe has been taken as sub-grade ore (mineral rejects). The mining lease has been granted in favour of the applicant for merchant mining.

Ultimate pit depth has been proposed up to 669mRL.

A major part of the mineral resources are mineable and remaining will be blocked up below 7.5m wide statutory barrier (safety zone) along lease boundary and ultimate pit slope. Mining of these ores will not be economically viable due to statutory and technical limitations. Mining plan is already prepared for the deposit. Therefore, part of indicated mineral resource (332) has been coded under 122 (probable reserve) as follows:

UNFC Code	Quantity (+45% Fe)
Probable mineral reserve (122)	0.954 million tons

Remaining resource of Iron Ore: Iron ore is not entirely mineable as part of the ore will be blocked up below 7.5m wide statutory barrier (safety zone) along lease boundary and ultimate pit slope which can be categorized as pre-feasibility mineral resource (222) as follows:

UNFC Code	Quantity (+45% Fe)
Pre-Feasibility mineral resource (222)	0.397 million tons

1.2 Clear statement as to whether the Mineral Resources are reported additional to, or inclusive of, the Mineral Reserves.

Mineral resource as estimated above includes mineral reserve which is finally presented after conversion of mineral resource in to mineral reserve.

1.3 The type and level of study undertaken to enable Mineral Resource to be converted to Mineral Reserve i.e. Pre-feasibility / Feasibility level.

Mineable reserves have been estimated in the same manner as the geological reserves deducting the non-mineable resource that is expected to be blocked below safety zone along M.L boundary and ultimate pit slope.

SL.NO.2: CUT- OFF PARAMETERS

- 2.1 - The basis of the adopted cut-off grades(s) or quality parameters applied, including the basis, if appropriate, of equivalent metal formula & the threshold values prescribed.

As per the Notification of Ministry of Mines (Indian Bureau of Mines), Nagpur vide No.C-284/3/CMG/2017 dated 25.04.2018, threshold value of iron ore is 45% Fe. In the lease area iron ore varies 45% to +65 % Fe. Iron ore of > 58% Fe is considered as marketable grade. The reserve in between 45-58% Fe has been taken as sub-grade ore (mineral rejects). The mining lease has been leased favour of the applicant for merchant mining.

SL.NO.3: MINING FACTORS OR ASSUMPTIONS

- 3.1 The method and assumptions used to convert the Mineral Resource to a Mineral Reserve (i.e. either by application of appropriate factors by optimization or by preliminary or detailed design supported with Conceptual plan for mining).

Lay out of mine working

The Block -A in the eastern part of the M.L area has been proposed to be developed in the review period to confine the area of operation inside the broken up area of the lessee. Positions of quarries and the benches have been shown in **Plate- V**. The bench height will be of maximum of 6m and width will always be more than the height. The pit floor will be maintained in a slightly slant manner sloping towards south-west part of the quarry. This will facilitate accumulation of the surface run-off during the rainy season without flowing away from the active mining area. The accumulated surface run-off will be utilised for recharging of the ground water. The mine will be operated in a single general shift and the quarry faces will be laid in N-S direction and will be advanced towards east in subsequent years.

Mine & maintenance of HEMMs has been proposed to be operated within the shift hour. The shift will be of 8 hours duration. Number of working days per year will be 300 days. However, working days in a year may increase or decrease depending upon requirements.

Haul road has been planned at a gradient of 1 in 16. Inter-bench ramp width has been considered as 6 m. These approach roads and ramps along with main access road will be regularly graded and compacted using motor graders and vibratory compactors to avoid formation of pot holes regularly.

Drilling will be carried out using 100 mm dia. Drill with 3.0-4.0m burden & 3.5-4.5 m spacing based on the geological rock characteristics.

Blasted material will be loaded with hydraulic excavators of bucket capacity of 0.9cum into 35/50 ton capacity dumpers and will be transported to proposed crushing & screening plant for production of lump& fines. Dumpers of 10/20T capacity would be utilized for shifting of crushed ore to the stack-yard. Marketable ore will be despatched by road

through trucks of different capacities and rail. Waste generated will be transported to proposed waste dump.

There is no generation of top soil. Waste dump are proposed towards northwest of the lease area and depicted in **Plate- V**. Retaining wall & garland drains along with settling pits will be constructed around the dump to protect the surrounding environment from wash-offs etc.

One public roads run through the M.L area, separating the lease area into two blocks namely Block-A and B. Excavation proposal has been restricted to the area leaving 50m from both sides of the public road. Considering the present status of exploration ultimate pit limit (UPL) has been depicted covering the eastern as well as central part of the M.L area leaving 50m corridor on both side of the village road (Ref. **Plate- IV**).

Composite development plan (Plate- V) covering the five years period of the review of mining plan (2021-22 to 2025-26) have been prepared on a scale of 1:1000 and coloured distinctly to represent the layout of the mine, disposal of waste, stacking of mineral rejects, ore and mine road.

Conceptual mine planning

Life of the mine

As on date, mineable reserve of iron ore is of the order of 9, 54,610 MT. Considering average annual production of 50,000 MT, anticipated life of the mine comes to be 19.09 or say 19 years at present.

However, rate of production may change in future depending upon the market demand, expansion programme and mechanization etc.

Ultimate Size of the Pit

Ultimate extent of the quarry will be confined to the area of 9.914 hectare up to a maximum depth of 56m from surface level. There will be two mineralized blocks at the end of life of the mine. The dimensions of the above mentioned blocks are as per the following table,

Ultimate Size of the Pit

Quarry Name	Pit Size (Max)		Area (m ²)	Area (ha)	Bottom R.L.
	Length (m)	Width (m)			
Block-A	234	141	32918	3.291	689
Block-B	323	207	66940	6.694	669
Total			99858	9.985	---

Final Slope Angle at the Close of the Mine

During proposed planning period, the individual benches will be kept nearly vertical. Ultimate pit slope will be kept at 45° with the horizontal by maintaining the height and width of the benches at 6m each.

Ultimate Capacity of the Dump

Waste:

There is one existing dump present in the lease area at the eastern side of Block-A. The detail of the existing dump is as follows.

Name of Dump	Location (Grid)	Length(m)	Width(m)	Area Occupied (m ²)	Total volume (cum)
Existing Dump	490N-575N	90	46	13040	73024

As the mine is not in operation since 2011, systematic analysis of the dump was not possible. However, one sample analysed from the dump shows Fe% as 47.98% which comes at the margin as mineral rejects. After re-opening of the mine systematic sampling and analysis would be undertaken to know the Fe%. Then only a plan can be made for recovery of mineral rejects from the dump.

Conceptually, from the lease area a volume of 438755 m³ of in-situ waste will be generated. These wastes will be utilized for concurrent backfilling

purpose after completion of exploration proposal and exhaustion of ore. However, in the ensuing review period, a single dump has been proposed in the northern side of the quarry. The same will be expanded during the conceptual period. The ultimate capacity of the dump is calculated to be 83761m³ and will cover an area of 1.304 Ha. The dump height will be 50 m with 5 terraces. The ultimate slope angle will be maintained at 22° with individual terrace of 8m height.

Mineral Rejects:

From the long experience of mining it has been decided that the mineral rejects generated during the course of mining is 5 % of the volume of ore recovered. Iron ore containing Fe percentage from 45% to 58% has been considered as mineral reject. Conceptually, 47731 MT of MR will be generated which is planned to be stacked separately over an area of 0.076 Ha for future blending with high grade ore. There is no proposal for beneficiation of mineral rejects in future. However, the mineral rejects will be blended with higher grade ore depending upon demand of the consuming industry and will be sold continuously. Therefore, storage of the total conceptual production of MR is not required. The stack of mineral reject so generated will be periodically sampled and analysed to ascertain the grade thereof. Maximum height of the stack would be 5m and after conceptual period there will be no MR stack.

Top soil:

In the lease area there is no top soil present. So generation of top soil from the lease area in the conceptual period or in the review period does not arise.

Ultimate pit limit boundaries

Ultimate pit limit boundaries have been earmarked in conceptual plan (Ref. plate- VIII).

Land degradation / utilization, reclamation & afforestation

During conceptual period an area of 12.369 ha will be degraded. Out of total degraded area 9.985 ha. will be excavated for ore excavation purpose only. Reclamation will be completed by the end of conceptual period. There is no proposal for reclamation during this review period as there will be no depletion of ore in any quarry during the ensuing review period.

During the conceptual period total of 7, 02,007 m³ of swell waste will be generated.

Swollen volume of waste = 702007 m³

Surface area of excavation to be backfilled by the end of conceptual plan period = 99850 m²

Average depth of the area which can be backfilled = $702007/99850/1.2 = 5.85$ m, say 6m.

(In the above calculation, swell factor and compaction factor have been assumed to be 1.6 and 1.2 respectively).

Hence, at the conceptual period the total dump will be utilized for backfilling the mined out area to a height of 6 m from the bottommost level. Re-grassing will be undertaken on the backfilled quarry areas as well as in all mining areas.

Post Mining Land Use

SL No.	Type of land used	Area put on use at start of review period (Hectares)	During review period (Hectares)	Total (Hectares)	At the end of conceptual period (Hectares)
a	b	c	d	e	f
1	Area under mining	5.436	0	5.436	8.531
2	Storage for top-soil	0	0	0	0
3	Overburden dump	1.304	0	1.304	1.304
4	Mineral storage	0.144	0	0.144	0.144
5	Infrastructure (Rest Shelter Pumping Station, etc.)	0.006	0	0.006	0.006
6	Roads	2.384	0	2.384	2.384
7	Railways	0	0	0	0
8	Tailing pond	0	0	0	0
9	Effluent treatment plant	0	0	0	0
10	Mineral separation plant	0	0	0	0
11	Township area	0	0	0	0
12	Others	0	0	0	0
	Total	9.274	0	9.274	12.369

Environmental Aspects

Plantation will be done in the safety zone area of 7.5 m from the lease boundary in conceptual years. Total 23,303m² of land will be covered under tree plantation.

Tree plantation will be carried out over non-active portions of the waste dump.

Other aspects like storage of waste, prevention of air-borne dust, monitoring of water quality, waste dump management has been discussed in the later chapters.

Protective Measures:

- Retaining wall and garland drain around the waste dump and mineral reject stack.
- Monitoring of air, water and noise on seasonal basis to protect the existing environment.
- Restoration of safety zone of 7.5m around the lease with no mining activity and plantation within the safety zone area.

3.2 Anticipated Ore to OB ratio

As per the exploration data, ROM Ore to OB ratio is 1:0.122[t/m³].

3.3 The choice of, the nature and the appropriateness of the selected mining method(s), the size of the selected mining unit (length, width, height) and other mining parameters including associated design issues such as pre-strip, access, etc.

Mining Method Selected: In the ensuing scheme period a quantity of maximum 50,000 MT per annum has been proposed for production from Block- A. To achieve the required production target method of mining will be semi-mechanised method of mining on single shift basis. Out of all the existing quarries the Quarry-5 located in block-A has been proposed for development.

Bench geometry

Average height of the benches will be maintained at 6 meter and width will be 10meter. The individual bench faces will be kept nearly vertical (85° - 90°) whereas the overall quarry slope angle (the angle between the line joining the toe of bottom bench and the crest of the top bench with the horizontal) will be maintained at less than 45° with the horizontal. The planned bench geometry is reflected in the corresponding development sections (Ref. Plate No. V).

Method of winning

Deep hole drilling and blasting will be adopted in the lease area. Once the mineralised zone is encountered after removal of a thin overburden cover, drilling and blasting will be adopted for loosening the rock. Out of the loosened materials, intercalated waste will be segregated and treated as waste. The mine will produce around 50, 000 MT of iron ore annually.

Present position of the quarry is shown in **Plate No V**. Semi-mechanised method under category-A will be adopted with the help of drilling machine(100mm DTH drills) associated compatible size compressor, 0.9m³ capacity excavators 10t capacity rear dump trucks and other auxiliary equipments for development, production as well as safety.

The (ROM) will be shifted to manual processing yard by combination of tipper and excavator where it will be manually handled through breaking, sizing and sorting. Equipments like crowbar, pickaxe, spade, chisel, hand shovel etc. will be used for processing. The lessee has a plan to install a 200 TPH crusher within the leasehold. The waste will be loaded in to 10/20 tonne capacity tippers by excavators of 0.9 m³ capacity and will be shifted to the proposed dump located in the NW side of the lease area. The haul road for movement of machineries and for transportation will be maintained at gradient 1 in 16.

Inter-bench connectivity for hauling of RoM will be developed by construction of ramps. The gradient of ramps will be maintained at a maximum of 1in 16 for ensuring safety of movement. The blasted benches will be regularly dressed to prevent any overhang or undercuts.

The last approved Review of Mining was prepared for the period of 2016-17 to 2020-21 with detailed proposal for the last two years (2019-20to 2020-21) only. As discussed, the mine has been temporarily closed since 23.02.2011 till date due to want of approval of Forest Diversion Proposal (**Ref. Annexure- VIII**).However, due to rise in market demand it is intended to re-open the mines after obtaining temporary working permission from the concerned authority. Hence, as per the statutory stipulations and guidelines of IBM, the present Review of Mining is prepared for next five years i.e., for the period from 2021-22 to 2025-26.

3.4 The assumptions made regarding geotechnical parameters (i.e. pit slopes, slope sizes, etc.), grade control and pre-production drilling.

Geo-technical Parameters: Benches of 6m height will be developed during the life and the bench slope will be kept nearly vertical (75-80°) with horizontal.

Grade Control: ROM will be chemically analyzed to separate saleable ore and sub-grade ore from each other.

Pre-production drilling: Not required as the area would be explored through exploratory boreholes.

3.5 The major assumptions made and Mineral Resource model used for pit optimization (if appropriate).

Benches of 6m height will be developed during the life and the bench slope will be kept nearly vertical (75-80°) with horizontal. The resource has been calculated through representative cross-sections at regular intervals.

3.6 The mining dilution factors, mining recovery factors, and minimum mining widths used.

As per the Notification of Ministry of Mines (Indian Bureau of Mines), Nagpur vide No.C-284/3/CMG/2017 dated 25.04.2018, threshold value of iron ore is 45% Fe while cut-off grade considered by the preferred bidder for usable iron ore is 55% Fe. Therefore, mineral resources has been estimated under +45-58% Fe and +58 % Fe separately. Iron ore of +58 % Fe has been termed as usable / saleable iron ore and +45%-58% Fe is termed as sub grade ore. Rock mass containing less than 45% Fe is considered as waste materials.

3.7 The infrastructure requirements of the selected mining methods. Where available, the historic reliability of the performance parameters.

Existing: Nil as the mine is yet to be commenced.

Proposed: The following site services will be provided within Kalamang west (North part) iron ore mines to facilitate mining operation.

1. All statutory services like first aid center, drinking water station, Rest shelters, sheds will be provided in close proximity of mines being developed.
2. Electricity/ DG will be provided in camp, office, and mines.

3. There will be an ambulance in the mines which in case of emergency can take the patient to the nearest hospital.
4. There will be water supply system for drinking water from the dug well/ tube well and distributed to camp, colony mines etc.
5. An office of mines manager will be provided.

Facilities proposed to be provided for day to day mine operation in respect of various activities are as follows:

Type of Work	Site services / Facilities
Mine working	Machinery for excavation & dry processing / weigh bridge etc.
Safety Measures	Provision of helmets, gloves, spades, spectacles etc.
Protection of Environment	Water sprinkling arrangement, facilities for plantation and construction of retaining wall, garland drain, coir matting etc.
Statutory buildings / Welfare facilities	Provision of rest shed, first-aid facilities, wholesome drinking water & ambulance arrangement.

SL.NO.4: METALLURGICAL FACTORS OR ASSUMPTIONS

4.1 The metallurgical process proposed and the appropriateness of that process to the type of deposit.

There is no proposal of commissioning of wet processing plant in the M.L area. Run-off mine ore raised from the mine will be crushed and screened mechanically for separation of ores in to various sizes.

4.2 The nature, amount and representativeness of the metallurgical test work undertaken and the metallurgical recovery factors applied.

As far as mineral conservation is concerned, ROM ore will be up-graded in the M.L area in respect of size and grade by way of dry screening for value addition. Dry processing plant in the M.L area will be consisting of crushing & screening of iron ore for breaking and sizing only. The detail has been described in Para-6.0b of MP.

4.3 Any assumptions or allowances made for deleterious elements.

Mineral rejects may be defined as a part of ROM ore, which grades below or above threshold limit and is not usable or beneficiable at present economically. Inter-burden / waste will be removed separately.

4.4 The existence of any block sample or pilot scale test work and the degree to which such samples are representative of the ore body as a whole.

The area has been proposed to be explored by the present lessee mainly through core/DTH drilling in a grid pattern of 100m x 100m. Samples of these boreholes from the mineralized zone will be analysed

4.5 The tonnages and grades reported for Mineral Reserves should state clearly whether these are in respect of material to the plant or after recovery. Comment on existing plant and equipment, including an indication of replacement and salvage value.

Dry processing plant in the M.L area will be consisting of screening and crushing of iron ore for breaking and sizing only.

SL.NO.5: COST AND REVENUE FACTORS

PRODUCTION

		FY21	FY22	FY23	FY24	FY25
Prodn planned by lessee (3yrs)	Million MT	0.05	0.05	0.05	0.05	0.05
Utilization	%	100.00	100.00	100.00	100.00	100.00
Production	Million MT	0.05	0.05	0.05	0.05	0.05
- CLO (55-64% Fe)	Million MT	0.035	0.035	0.035	0.035	0.035
- Fines (55-64% Fe)	Million MT	0.015	0.015	0.015	0.015	0.015
Dispatch (100% of Prodn)	Million MT	0.05	0.05	0.05	0.05	0.05
- CLO (55-64% Fe)	Million MT	0.035	0.035	0.035	0.035	0.035
- Fines (55-64% Fe)	Million MT	0.015	0.015	0.015	0.015	0.015
Outside Sale (Approx)	Million MT	0.05	0.04	0.04	0.04	0.04
- CLO (55-64% Fe)	Million MT	0.035	0.035	0.035	0.035	0.035
- Fines	Million MT	0.015	0.015	0.015	0.015	0.015

Note; Actual despatch of Iron Ore for sale will be deployed on facts like Quality, Quantity and logistics etc.

Maximum Utilization & Production

FY21	FY22	FY23	FY24	FY25
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Minimum Despatch from Mines

Dispatch (100% of Prodn)	Million MT	0.05	0.05	0.05	0.05	0.05
- CLO (55-64% Fe)	Million MT	0.035	0.035	0.035	0.035	0.035
- Fines (55-64% Fe)	Million MT	0.015	0.015	0.015	0.015	0.015

		COST				
Particulars	Unit	FY21	FY22	FY23	FY24	FY25
ASP - Fines Oct 20 (55-64% Fe)	Rs/MT	3,000	3,000	3,000	3,000	3,000
Cost of Production - Fines						
Bid Premium (127%)	Rs/MT	-	-	-	-	-
Mining Cost - Outsourced	Rs/MT	200	200	200	200	200
Sampling Charges	Rs/MT	1	1	1	1	1
Royalty (15% of IBM Price)	Rs/MT	450	450	450	450	450
DMF (10% of Royalty)	Rs/MT	45	45	45	45	45
NMET (2% of Royalty)	Rs/MT	9	9	9	9	9
Other Overheads	Rs/MT	5	5	5	5	5
Total Cost (Ex Mines)	Rs/MT	710	710	710	710	710

Landed Cost of Fines at stack						
- Ex mines price	Rs/MT	710	710	710	710	710
- Freight from Mines to stack	Rs/MT	-	-	-	-	-
Landed Cost	Rs/MT	710	710	710	710	710

Particulars	Unit	FY21	FY22	FY23	FY23	FY23
ASP - Lump Oct 20(55-64% fe)	Rs/MT	4,000	4,000	4,000	4,000	4,000
Cost of Production - Lump						
Bid Premium (127%)	Rs/MT	-	-	-	-	-
Mining Cost - Outsourced	Rs/MT	225	225	225	225	225
Sampling Charges	Rs/MT	1	1	1	1	1
Royalty (15% of IBM Price)	Rs/MT	600	600	600	600	600
DMF (10% of Royalty)	Rs/MT	60	60	60	60	60
NMET (2% of Royalty)	Rs/MT	12	12	12	12	12

Other Overheads	Rs/MT	5	5	5	5	5
Total Cost (Ex Mines)	Rs/MT	903	903	903	903	903

Note; Figures are slightly approximate

CAPEX

Amount
Rs. In
Crore)

Particulars	Unit	FY21	FY22	FY23	FY24	FY25
Statutory Expenses						
Advance NPV Payment	Rs Crs	5.00	-	-	-	-
Stamp Duty Payment	Rs Crs	1.00	-	-	-	-
Sub Total (A)	Rs Crs	6.00	-	-	-	-
Mine Development Expenses						
Studies/testwork/Consultancy	Rs Crs	0.50	0.50	0.50	0.50	0.50
Exploration	Rs Crs	0.50				
EC/FC & other clearances	Rs Crs	1.00	-			
Environment Monitoring	Rs Crs	0.05	0.05	0.05	0.05	0.05
i3MS, Compliance Management, Safety etc.	Rs Crs	0.02	0.02	0.02	0.02	0.02
Weighbridge	Rs Crs	0.30	-	-	-	-
Sub Total (B)	Rs Crs	2.37	0.57	0.57	0.57	0.57
Plant & Machinery						
Railway Siding	Rs Crs	-	-	-	-	-
Beneficiation & Pellet Plant	Rs Crs	-	-	-	-	-
Sub Total (C)	Rs Crs	-	-	-	-	-
Utility Facilities	Rs Crs	0.05	-	-	-	-
Mine Closure Cost	Rs Crs	-	-	-	-	-
Contingency @ 5%	Rs Crs	0.12	0.06	0.06	0.06	0.06
Total	Rs Crs	8.54	0.63	0.63	0.63	0.63

	14.54	0.63	0.63	0.63	0.63
Note; Figures are approximate					
Opening A/c	-	8.54	0.74	-	-
Addition of Loan	8.54	0.63	0.63	0.63	0.63
Total	8.54	9.17	1.36	0.63	0.63
EBIT (for Loan Return)	13.98	13.97	13.96	13.94	13.93
Return		8.43	1.36	0.63	0.63
Close	8.54	0.74	-	-	-
Interest @ 12%	1.02	1.10	0.16	0.08	0.08

		50.00	49.00	48.00	47.00	46.00
Total (Depratiation)	Rs Crs	0.29	0.30	0.32	0.33	0.34

NSR

Particular	Unit	FY21	FY22	FY23	FY24	FY25
Captive (Alternace source - Import from Australia)						
- CLO (60-62% fe) CFR	\$/MT	102	102	102	102	102
Ex Rate	Rs/\$	75	75	75	75	75
Basic Rate	Rs/MT	7650	7650	7650	7650	7650
Duty	Rs/MT	210	210	210	210	210
Freight Cost	Rs/MT	250	250	250	250	250
Landed cost (Dry)	Rs/MT	8110	8110	8110	8110	8110
- CLO (58-60% fe) Landed Cost (wet)	Rs/MT	7,651	7,651	7,651	7,651	7,651
- Fines (60-62% fe) CFR		67	67	67	67	67
Ex Rate	Rs/\$	75	75	75	75	75
Basic Rate	Rs/MT	5025	5025	5025	5025	5025
Duty	Rs/MT	138	138	138	138	138
Freight Cost	Rs/MT	250	250	250	250	250
Landed cost (Dry)	Rs/MT	5413	5413	5413	5413	5413
- Fines (55-58% fe) Landed Cost (Wet)	Rs/MT	5,107	5,107	5,107	5,107	5,107

Captive (From Domistic up to KIPL

DRI Plant)

#REF!	Rs/MT	710	710	710	710	710
Outside Sale (At Pit Head)						
- CLO (58-60% fe) Landed Cost (wet)	Rs/MT	4000	4000	4000	4000	4000
- Fines (55-58% fe) Landed Cost (Wet)	Rs/MT	3000	3000	3000	3000	3000
Outside Sale Values	Rs in Cr	18.50	14.00	14.00	14.00	14.00
Cost of Production (At Pit Head)						
- CLO (58-60% fe) Landed Cost (wet)	Rs/MT	903	903	903	903	903
- Fines (55-58% fe) Landed Cost (Wet)	Rs/MT	710	710	710	710	710
Total Saving (in Outside Sale)						
- CLO (58-60% fe)	Rs/MT	3,097	3,097	3,097	3,097	3,097
- Fines (55-58% fe)	Rs/MT	2,290	2,290	2,290	2,290	2,290
Total Saving (in Outside Sale)	Rs/MT	2532	3097	3097	3097	3097

Oct-20

IBM Rate	Lumps	Fine
55% to below 64% Fe	-	3,000
55% to below 64% Fe	4,000	-

PROFIT & LOSS

		0.05	0.05	0.05	0.05	0.05
		FY21	FY22	FY23	FY24	FY25
Sales Revenue						
- Outside Sale	Rs crs	18.50	18.50	18.50	18.50	18.50
Total Revenue	Rs crs	18.50	18.50	18.50	18.50	18.50
Cost of Production						
Bid Premium (127%)	Rs crs	-	-	-	-	-
Mining Cost - Outsourced	Rs crs	1.09	1.09	1.09	1.09	1.09
Sampling Charges	Rs crs	0.01	0.01	0.01	0.01	0.01
		142				

Chandrabhanu Das
Qualified Person

Royalty (15% of ASP)	Rs crs	2.78	2.78	2.78	2.78	2.78
DMF (10% of Royalty)	Rs crs	0.28	0.28	0.28	0.28	0.28
NMET (2% of Royalty)	Rs crs	0.06	0.06	0.06	0.06	0.06
Amortisation of NPV, Stamp Duty & Registration charges	Rs crs	0.29	0.30	0.32	0.33	0.34
Other Overheads	Rs crs	0.03	0.03	0.03	0.03	0.03
Total Cost	Rs crs	4.52	4.53	4.54	4.56	4.57
EBIDTA	Rs crs	13.98	13.97	13.96	13.94	13.93
EBIT	Rs crs	13.98	13.97	13.96	13.94	13.93
Interest Loan Capital	Rs crs	1.02	1.10	0.16	0.08	0.08
PBT	Rs crs	12.96	12.87	13.79	13.87	13.86
Tax	Rs crs	4.53	4.50	4.82	4.85	4.84
Profit after Tax (Cash Flow Basis)	Rs crs	8.43	8.37	8.97	9.02	9.01
Tax Rate	34.94%					

Table Cash flow

Year	ROM Production of Iron Ore in Tonnes	Total Dispatch in Tonnes	Dispatch CLO in Tonnes	Dispatch Fines in Tonnes	Outside Sale (Approx)	Metal/Steel/Pallet Produced in end use in Tonnes (Approx)	Initial Capital Expend. (Rs Cr)	Revenue/Value of the Metal in Rs Cr.	Operating Expend. in Rs Cr.	Royalty @ 15% (average grade of ore) in Rs Cr.	Bid price offered+NMCT+DMF@ 127% in Rs Cr.	Total Expend. in Rs Cr.	Premium paid on Loan if any in Rs Cr.	Net Revenue in Rs Cr.
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M) = (J+K+L)	(N)	(O) = (I- M-N)
0														
20-21	50,000	50,000	35,000	15,000	19	#REF!	9	19	5	3	0	8	1	10
21-22	50,000	50,000	35,000	15,000	19	#REF!	1	19	5	3	0	8	1	10
22-23	50,000	50,000	35,000	15,000	19	#REF!	1	19	5	3	0	8	0	11
23-24	50,000	50,000	35,000	15,000	19	#REF!	1	19	5	3	0	8	0	11
24-25	50,000	50,000	35,000	15,000	19	#REF!	1	19	5	3	0	8	0	11
Total	250,000	250,000	175,000	75,000	-	#REF!	11	93	5	14	2	38	2	52

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Chandrabhanu Das
Qualified Person

Year	RCM Production in Tonnes	Total Disposal in Tonnes	Disposal Fines in Tonnes	Quasi-Sale (Appraisals)	Metal/Silver Produced in end use in Tonnes (Approx)	Initial Capital Expd. (Rs Crs)	Revenue/Value of the Metal in Rs Crs	Operating Expd. in Rs Crs	Royalty (average grade of ore) in Rs Crs	Bid price offered+MM EF+DMF@ 327% in Rs Crs	Total Expd. in Rs Crs	Premium paid on Loan if any in Rs Crs	Net Revenue in Rs Crs	Corp. tax @ 34.25 % in Rs Crs	C Flow/Net Profit in Rs Crs	Disc. Factor @ 12%	Disc. Cash Flow	Coml. Disc Cash Flow	Net CashFlow	IRR	
(Iron Ore)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M) = (J+K+L)	(N)	(O) = (N-M-N)	(P)	(Q) = (D-P)	(R)	(S) = (Q x R)	(T)	(U) = (S-H)	(Iron Ore)
0																					
20-21	50,000	50,000	35,000	15,000	19	AREFI	9	19	5	3	0.8	1	10	5	5	5	80%	5	5	-4	
21-22	50,000	50,000	35,000	15,000	19	AREFI	1	19	5	3	0.8	1	10	4	5	5	80%	4	9	4	
22-23	50,000	50,000	35,000	15,000	19	AREFI	1	19	5	3	0.8	0	11	5	6	6	71%	4	13	4	
23-24	50,000	50,000	35,000	15,000	19	AREFI	1	19	5	3	0.8	0	11	5	6	6	64%	4	17	3	
24-25	50,000	50,000	35,000	15,000	19	AREFI	1	19	5	3	0.8	0	11	5	6	6	57%	3	20	3	
Total	250,000	250,000	175,000	75,000	-	AREFI	11	93	5	14	2	2	52	24	18	18		20	64	9	85%

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Details of Column - H
Revenue/Value of the Metal

Year	Production (Iron Ore)		
	Lumps	Fines	Total
20-21	35000	15,000	50,000
21-22	35000	15,000	50,000
22-23	35000	15,000	50,000
23-24	35000	15,000	50,000
24-25	35000	15,000	50,000
Total	175,000	75,000	250,000

Chandrabhanu Das
Qualified Person

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CASH FLOW

		FY21	FY22	FY23	FY24	FY25
Cashflow from Operation	Rs Crs	5	4	4	4	3
Capex Out Flow	Rs Crs	-9	-1	-1	-1	-1
Net Cashflow	Rs Crs	-4	4	4	3	3
IRR	%	83%				
NPV @ 12% Discounting rate	Rs Crs	6				

SENSITIVITY ANALYSIS

		Base Case	Production Down by 5%	Domestic Iron ore Price up by 5%	Domestic iron ore pricee down by 5%
IRR	%	83%	34%	91%	32%
NPV	Rs Crs	6	4	8	4

Iron ore price forecasts							
Iron ore	2019	1Q20	2Q20	3Q20	4Q20	2020	2021
Iron ore 62% Fe fines (US\$/dmt)	93	89	93	98	92	93	84
Change (%)	0%	0%	0%	3%	7%	2%	5%
Iron ore 58% Fe fines (US\$/dmt)	80	73	79	80	74	76	67
Change (%)	0%	0%	0%	3%	7%	2%	5%
Iron ore 62% Fe lump (US\$/dmt)	112	109	107	111	112	111	102
Change (%)	0%	0%	0%	3%	6%	2%	4%
Iron ore 65% Fe pellet (US\$/dt)	132	130	136	133	130	131	130
Change (%)	0%	0%	0%	0%	0%	0%	0%
58% Fe fines discount vs 62% Fe (%)	14%	18%	15%	18%	20%	18%	20%
58% Fe fines discount (US\$/dmt)	-13	-16	-14	-18	-18	-17	-17
Lump premium - 62% Fe (US\$/dmt)	18	20	14	18	20	18	18
Pellet premium - 65% Fe (US\$/dmt)	23	27	32	21	28	27	33
Freight WA to China (US\$/wt)	7.7	5.7	5.4	5.0	7.0	5.8	7.5
Change (%)	0%	0%	0%	0%	0%	0%	0%
Freight Brazil to China (US\$/wt)	19	14	12	10	12	12	16
Change (%)	0%	0%	0%	0%	0%	0%	0%
Source - J.P. Morgan							

SL.NO.6: MARKET ASSESSMENT

6.1 The demand, supply and stock situation for the particular commodity, consumption trends and factors likely to affect supply and demand into the future.

Factors likely to be affect supply and demand in future are as follows:

- ⇒ This profit / benefit are subjected to the present price of iron ore, pellet, cost of machines and the achievement of the planned production. Correct assessment can be made after detailed studies and reviewing the scope of each activity with respect to each area/block in particular after completion of the proposed exploratory drilling. Escalations and increase in tax structure will also have impact. As such, there may be certain variations. Further, instead of direct purchases, many types of equipment can also be hired and managed from other sources. Even certain activities considered within the project can be totally from out sources.
- ⇒ Escalations and increase in tax structure will also have impact on cash flow forecast of the mine.
- ⇒ The cost of production includes two major costs - cost of diesel and labor. Any change in the cost of these components would affect the cost of production and the business. However, the effect of these would not be substantial.
- ⇒ The region around the M.L area is dominated by the poor population. Most of them are engaged in the mining and allied activities. Issues related to the development work are road, health, sanitation, education, drinking water and cultural activities are required to be under proper care as per the norms of the Govt.

6.2 A customer and competitor analysis along with the identification of likely market windows for the product.

Cut-off grade of iron ore have been considered for use as 58% Fe.

6.3 Price and volume forecasts and the basis for these forecasts.

Price of iron ore of +58% Fe has been considered as Rs 4,000/- per ton which may vary depending on supply, demand both within the nation and internationally which will have an impact on the project.

6.4 For industrial minerals the customer specification, testing and acceptance requirements prior to a supply contract.

ROM ore and processed ore will be chemically analyzed or tested to meet the requirements of the buyers.

SL.NO.7: OTHER MODIFYING FACTORS

7.1 The effect, if any, of natural risk, infrastructure, environmental, legal, marketing, social or governmental factors on the likely viability of a project and/or on the estimation and classification of the Mineral Reserves.

Natural risk: As far as the nature of deposit & method of mining is concerned, there is no possibility of landslides, subsidence, flood, fire and tailing dam failure.

Map of seismic zone in India indicates that Odisha falls under seismic zone-I, II & III. In Odisha, minor earth quakes have been felt many often but none is severe.

Employment potential for the area will be only around 70 numbers. Lessee will need the help of nearest state fire department located at Barbil for rescue, if any high risk accident occurs in the area, which will be sufficient for the above employment potential.

Infrastructure: The leasehold is well connected with Road and Railways.

a) Road link

The ML area is accessible by pitch top road connecting Tensa & Koira, which is passing through the lease area. Tensa Township is 1.5 km and Koira Township is 10 km from the lease hold area. This area can be approached from Rourkela via Rajamunda, Lahunipara, and Barsuan & Tensa covering a distance of 110 Km. Barbil is at a distance of 80km; via Koira on NH No 215. The nearest rail head is Barsuan, which is 5km from leasehold area.

b) Rail link

Barsua Railway station is at 15km away from the lease area.

c) Air link

Bhubaneswar airport (350 km away) is the nearest airport from the area. There is an airstrip/ helipad near Bhadrasai, Barbil which is around 40km from the lease area.

Power Source: Electric Power & DG sets will be made available in the M.L area for office & weigh-bridge.

Labor Supply & Skill: Preferably, local people will be employed for mining, transportation, loading / unloading etc. under skilled, semi-skilled and un-skilled categories. Highly skilled employees will be selected mostly from the State of Odisha on merit basis.

Environmental factor: Steps would be taken for sustainable development of the mine through peripheral socio-economic development program, periodical monitoring of environmental domains, water sprinkling for dust suppression, reclamation & rehabilitation of degraded areas, plantation of virgin / barren area and provisions for safety of workers & occupational health services and disaster management.

Social factor: The project does not involve any displacement of the local people. Hence, there is no necessity of rehabilitation of the project affected people. Most of the local people are engaged in the mining and allied activities.

7.2 The status of titles and approvals critical to the viability of the project, such as mining leases, discharge permits, government and statutory approvals.

Process by the lessee for the forest clearance is going on.

7.3 Environmental descriptions of anticipated liabilities .Location plans of mineral rights and titles.

Scientific Development of the Mine: Mined out will be reclaimed. To avoid risk factors, high wall side of the working face will be fenced. Overall quarry slope angle will be maintained at less than 45° with the horizontal. There will be no overhang or undercut in benches.

Safety Measures: Ear plugs, spectacles, helmets safety shoes, globes, pads etc will be provided to the workers to save their ear, eye, head and other parts of the body while working. Rest shed will be provided to take rest in launch period. Vocational training will be provided to the workers by trained executive to work safety in the mine. Adequate infrastructure will be provided to the workers for day to day smooth management of the proposed mine.

Health Care of the Workers: First-aid as well as medical facilities will be made available in the mine to take health care of the workers.

Protection of Environment: 7.5m wide strip along inner side of M.L boundary will be left as safety zone. During mining, progressive mine closure plan will be implemented in a time bound manner. Finally, the land will be surrendered to the State Govt. once it is fully reclaimed as per the Final Mine Closure Plan after the cessation of mining.

Peripheral Development: The inhabitants of the nearby area are mostly poor tribal people. Therefore, priority will be given for employment of local people. In addition to these, educational, medical and communicational facilities will be provided as additional benefit to them.

Location of mineral rights and titles: Boundary pillars of M.L area, safety zone etc. have already been erected and will be maintained throughout the life of the mine.

SL.NO.8: CLASSIFICATION

8.1 The basis for the classification of the Mineral Reserves into varying confidence categories.

Mineral reserves has been classified in to varying confidence categories since major part of mineral resources explored under G1 level of exploration is economically mineable considering the marketing, legal, social, environmental factors etc. The micro-economic profitability is encouraging and therefore, making investment in this iron ore project is worthwhile and economically viable.

8.2 Finalization of estimates of grade wise mineable quantities in contemplation with proposed preliminary mine design/conceptual plan subject to all necessary approvals/contracts have been confirmed or there are reasonable expectations that all such approval/contracts will be obtained within a reasonable timeframe and with certification that economic viability is not affected by short-term adverse market conditions provided that longer-term forecasts remain positive.

Based on the status of economics, feasibility and geological exploration, UNFC code of resources have been formulated. In view of revised threshold value of iron ore as per the Notification of Ministry of Mines (Indian Bureau of Mines), Nagpur vide No.C-284/3/CMG/2017 dated 25.04.2018, mineral resources as per UNFC (as on 31.12.2020) has been presented as follows:

UNFC Classification of Resources as on 31.12.2020:

Classification	Code	Quantity in Million tonne	Grade
Total mineral resource (A+B)		1.351	+45% Fe
A. Mineral reserves			
1. Proved Mineral Reserves	111	-----	
2. Probable Mineral Reserves	121 122	0.954	+45% Fe
B. Remaining Resources			
Feasibility mineral resources	211	-----	
Pre-feasibility mineral resource	221 222	0.397	+45% Fe
Measured mineral resources	331	-----	
Indicated mineral resources	332	-----	
Inferred mineral resources	333	-----	
Reconnaissance mineral resources	334	-----	