

614

Duplicate

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GOVERNMENT OF KARNATAKA

**MINING LEASE**

Registered No.

M.L. No. 2002

Name of Lessee/s

M/S. mysore minerals Ltd.

Date of grant

27-12-85

Period

Twenty years

Presented at the Office of the

the Registrar of London  
between the hours of 11  
and 12 on the 6<sup>th</sup> March 1986

SUB REGISTRAR

Received Fees as follows:-

Rs.	Ps.
-----	-----

Ps.

Registration Fees.....	360-00
Copying .....	4-00
Endorsement .....	1-00
Deposits .....	10-
Reprints .....	8-
Duplicate .....	16-
Paperwork .....	16-
Clean Total Rpt .....	65-
Rep. Fee .....	2-
Filing .....	1-
Tax .....	10-
Total	<u>438-00</u>

I here by certify that on  
production of the original  
document, I have satisfied  
myself that the Stamp Duty of  
2635/- have been paid there on.

Executing party admits execution.

SUB - REGISTRAR:  
SANDUR.

(K.A. NAVADA S/O K. KUPPAIVANAVADA

Manager, Thimmappaichudi Iron ore mines

TARANAGAR. by P.A Holder

Y Sri B. L. Ramachandra

Certificate up to 417 KS Act

SUB-REGISTRAR  
SANDUR. R

certified that the Defect Stamp Duty of Rs 1302/- has been remitted to the State Bank of Mysore Sandur Challan no 12 dt 12.2.86 by Mysore Minerals Ltd Sandur

SUB-REGISTRAR,  
SANDUR.

Identified by:

H.v. Nasavara Jan. 8/0. H.v. Shivalingappa. "mine mate  
Tayana fag  
m.m.c

S.T. PRAKASH S/O S.T. THIMMILAKOWDA. Supervisor  
M/s M.M.C.  
Saudhar.

63.86

SUB - REGISTRAR  
SANDUR.

Registered as No. 614 of 1985-86  
at pages 257 to 276 volume 120  
of Book 11 Date 6-3-12

Difference between the original and duplicate is nil

6-00

GOVERNMENT OF KARNATAKA

MINING LEASE



This Indenture made this 27<sup>th</sup> day of Dec 1985 between the Governor of Karnataka (hereinafter referred to as the "State Government" which when the lessee is an individual expression shall where the context so admits be deemed to include the successors in office and assigns) of the one part and.....

.....(name of person with address and occupation) (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).

.....(name of person with address and occupations) and.....(name of person with address and occupation) (hereinafter referred to as "the lessees" which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns).

When the lessees are more than one individual. When the lessee is a .....all carrying on business in partnership under the registered firm. .....son of.....of.....son of.....(name of the firm) registered under Indian Partnership Act, 1932 (9 of 1932) and having their registered office at.....in the town of.....hereinafter referred to as "the lessee" which expression where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assign (name of company) a company registered under.....(Act under which and permitted assigns) incorporated) and having its registered office at.....of the other part. ....(address) (hereinafter referred to as the lessee which expression shall where the context so admits be deemed to include its successor)

M/S. Mysore Minerals Ltd. No. 39, M.G. Road, B.lore-1.

WHEREAS the lessee/lessees has/have applied to State Government in accordance with the Mineral Concession Rules, 1960 (hereinafter referred to as the said Rule) for a mining lease for Iron Ore .....in respect of the lands described in part I of the Schedule hereunder written and has/have deposited with the State Government the sum of Rs. 1000/- as security and the sum of Rs. 500/- for meeting the preliminary expenses for a mining lease and whereas the lessee is in possession of a valid certificate of approval and Income tax clearance certificate (and WHEREAS the Central Government has approved the grant of the lease).\*

\*In case of minerals included in the First Schedule of the Mines and Minerals (Regulation and Development) Act, 1957.



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

All those the mines, beds, veins, seams of Iron ore (here state the mineral or minerals) (hereinafter and in the scheduled referred to as the said minerals) situated lying and being in or under the lands which are referred to in part I of the said Schedule, together with the liberties, powers and privileges to be exercised or enjoyed in connection herewith which are mentioned in part II of the said Schedule subject to the restrictions and conditions as to the exercise and enjoyment of such liberties, powers and privileges which are mentioned in Part III of the said Schedule EXCEPT and reserving out of this demise unto the State Government the liberties, powers and privileges mentioned in Part IV of the Schedule TO HOLD the premises hereby granted and demised unto the lessee/lessees from the 27th day Dec 1985 for the term of twenty years thence next ensuing YIELDING AND PAYING therefor unto the State Government the several rents and royalties mentioned in Part V of the said Schedule at the respective times therein specified subject to the provisions contained in Part VI of the said Schedule and the lessee/lessees hereby covenants/covenant with the State Government as in Part VII of the said Schedule is expressed and the State Government hereby covenants with the lessee/lessees as in Part VIII of the said Schedule is expressed AND it is hereby mutually agreed between the parties hitherto 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.

## PART I

### The Area of this Lease

All that tract of lands situated at Thimmappanagudi village (Description of area or areas).....in (Pargana) in Sandur Taluk the Registration District of .....Sub-District Bellary Dist and Thana.....

Location and area of the lease, bearing Cadastral Survey Nos..... containing an area of 1536 acres (621.59 hectares)

thereabouts delineated in the plan hereto annexed and thereon coloured Red and bounded as follows —

On the North by Sandur Reserved Forest

On the South by do

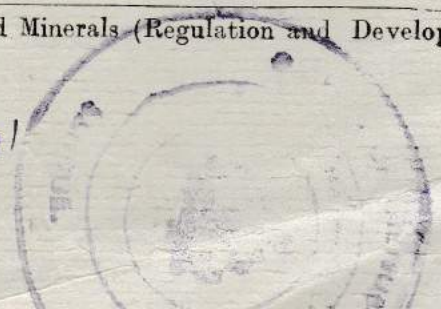
On the East by do

On the West by do

hereinafter referred to as "the said lands"

In case of minerals included in the First Schedule of Mines and Minerals (Regulation and Development Act, 1957.)

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CONTAINS.....  
2nd SHEET



## PART II.

**Powers and Privileges to be exercised and enjoyed by the Lessee/Lesseees  
subject to the restriction and conditions in Part III.**

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/minerals.  
To enter upon land and search for win, work, etc.
2. Liberty and power for or in connection with any of the purpose 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 sink, drive and make pits, shafts and inclines, 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, storehouses, bungalows, godowns, sheds and other buildings, and other works and conveniences of the like nature on or under the said lands  
To bring to use machinery equipment, etc.
4. Liberty and power for or in connection with any of the purposes mentioned in this part to make any tramways, railways, roads, aircrafts 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, aircraft, locomotive 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 make roads and ways, etc. and use existing roads and ways.
5. Liberty and power for or in connection with any of the purposes mentioned in this part to quarry and get stone gravel and other building and road material 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 get building and road materials, etc.
6. Liberty and power for or in connection with any of the purpose mentioned in this part but subject to the rights of any existing or future lessees and with their written permission of the Deputy Commissioner to appropriate and use water from any streams, watercourses, springs or other sources in or upon the said lands and to divert, step up or dam any such stream or water course and collect or impound any such water and to make, construct and maintain any water course, culverts, drains or reservoirs but not so as to deprive any cultivated lands, villages, buildings or watering places for livestock of a reasonable supply of water as before accustomed not in any way to foul or pollute any streams or springs; Provided that the lessee/lessees shall not interfere with the navigation in any navigable stream nor shall divert such stream without the previous written permission of the State Government.  
To use water from streams, etc.
7. Liberty and power to enter upon and use a sufficient part of the surface of the said lands for the purpose of stacking, heaping, storing or depositing thereon 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.  
To use land for stacking, heaping, depositing purpose

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.  
Beneficiation and conveying away of production

(b) Liberty and power upon the said lands to convert into coke any coal or coal dust produced from the said lands and to carry away such coke.

9. Liberty and power for in connection with any of the purposes mentioned in this part and To make coke (to be subject to the existing rights of others and save as provided in clause used in case of coal only).

To clear brushwood and 3 of part III of this Schedule to clear undergrowth and brushwood and to fell and utilise trees, etc. to fell and utilise any trees or timber standing or found on the said lands provided that the State Government may ask the lessee/lessees to pay or any trees or timber felled and utilised by him/them at the rates specified by the Deputy Commissioner or the State Govt.

### PART III

#### Restrictions and conditions as to the exercise of the Liberties, Powers and Privileges in Part II.

1. No building or thing shall be erected, set up or placed and no surface operations shall be carried on in or upon any public pleasure ground, burning or burial ground  
No Buildings etc., upon or place held sacred by any class of persons or any house or certain places 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 work for purpose not included in this lease. The lessee/lessees shall not also interfere with any right of way well or tank.

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

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

4. Notwithstanding anything in this Schedule contained the lessee/lessees shall not enter upon To enter upon reserved forest any reserved forest included in the said lands without previous sanction forest 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.

(4A) The lessee/lessees shall not fell any trees in any forest area covered by this lease without reasonable notice to the Forest Officer and except in accordance with the provisions of the law relating to forests for the time being in force.

5. The lessee/lessees shall not work or carry on or allow to be worked or carried on any mining operations at or to any point within a distance of 50 metres from any railway line except with the previous written permission of the Railway Administration concerned or from any reservoir, canal or other public works such as public roads and buildings or inhabited site except with the previous written permission of the Deputy Commissioner 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 of the bank or of the outer edge of the cutting as the case may be and in case of a building horizontally from the plinth thereof. In the case of village roads no working shall be carried on within a distance of 10 metres of the outer edge of the cutting except with the previous permission of the Deputy Commissioner 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 purposes of this clause the expression 'Railway Administration' shall have the same meaning as it is defined to have in the Indian Railway Act, 1890, by Clause 6 of Section 3 of that Act, 'Public Road,' shall mean a road which has been constructed by artificially surfaced as distinct from a tract resulting from repeated use. Village road will include any tract shown in the revenue records as village road.

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

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

#### PART IV

##### Liberties, powers and Privileges reserved to the State Government

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, To work other minerals dig, get, raise, dress, process, convert and carry away minerals other than the said minerals and any other substances and for those purposes to sink, drive, make, erect, construct, maintain and use such pits, shafts, inclines, drifts, levels and other lines waterways, airways, water courses, drains, reservoirs, engines, machinery plant, buildings, canals, tramways, railways, roadways and other works and conveniences as may be deemed necessary or convenient;

PROVIDED THAT in the exercise of such liberty and power no substantial hindrance or interference shall be caused to or with the liberties, powers and privileges of the lessee/lessees under these present and that fair pecomoisnta (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/lessees for all loss or damage sustained by the lessee/lessees by reason or in consequence of the exercise of such liberty and power.

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

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#### PART V

#### Rents and Royalties reserved by this lease

1. The lessee shall pay for every year except the first year of the lease yearly dead rent as specified in clause 2 of this part in respect of each mineral:  
To pay dead rent or royalty whichever is greater

PROVIDED THAT the lessees shall be liable to pay the dead rent or royalty in respect of each mineral whichever is higher in amount but not both.

2. Subject to the provision of Clause 1 of this Part, during the subsistence of this lease the lessee/lessees shall pay to the State Government annual dead rent at the following rate/rates or at such revised rate/rates which may be communicated in writing to the lessee/lessees by the State Government per mineral per hectare of the lands demised and described in Part I of this Schedule,

Name of Mineral	Dead rent fixed per hectare	Area of demised land	Dead rent payable	Total payable	Dead rent in year
Iron ore		1536	acres	621.59	hectares
1 1st year of the lease					
2 2nd yr. to 5th yr. — at Rs. 12-50 per year/hectare =					Rs. 7769.87
3 6th yr to 10th yr — at Rs. 25-00 — =					Rs. 15539.75
4 11th yr & onwards of the lease at Rs. 37-50 — =					Rs. 23309.60

(Here insert the manner in which and the time at which the dead rent, surface rent and water rate should be paid).

3. Subject to the provision of Clause 1 of this Part, the lessee/lessees shall during the subsistence of this lease pay to the State Government at such times and in such manner as the State Government may prescribe royalty in respect of any mineral/minerals removed by him/them from the leased area at the rate for the time being specified in the Second Schedule to

the Mines and Minerals (Regulation and Development) Act, 1957.

(3-A) The lessee/lessees shall not remove any ores or minerals from the leased area except under and in accordance with the conditions or a permit issued by the Director of Mines and Geology in Mysore, on payment by the lessee/lessees of the royalty due on the ores or minerals.

4. The lessee/lessees shall pay rent and water rate to the State Government in respect of all part of the surface of the said lands which shall from time to time be occupied or used by the lessee/lessees under the authority of these presents at the rate of Rs. <sup>2-50</sup> respectively per annum per hectare of the area so occupied or used and so in proportion for any area less than a hectare during the period from the commencement of such occupation or use until the area shall cease to be so occupied or used and shall as far as possible 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 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.

5) Local & other cesses as prevalent in Bellary Dist

## PART VI

### Provisions relating to the rents and royalties

1. The rent and royalties mentioned in Part V of this Schedule shall be paid free from any deductions to the State Government at <sup>Govt Treasury</sup> and in such manner as the State Government may prescribe PROVIDED ALWAYS and it is hereby agreed that Rent and royalties to be free from deductions, etc. Rs. .... the balance standing to the credit of the lessee/lessees on account of the deposit made by him/them as a lessee/lessees 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.

2. For the purposes of computing the said royalties, the lessee/lessees shall keep correct account of the mineral/minerals produced and despatched account as Mode of computation of royalty well as the weight of the mineral/minerals in stock or in the process of export may be checked by any Officer authorised by the Central or State Government.

(Here specify the mode of arriving at sale price/prices at its mouth of mineral/minerals)

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/lessees within the prescribed time, the same 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. Course of action if rents and royalties are not paid in time

## PART VII

### The Covenants of the lessee/lessees

1. The lessee/lessees shall pay the rent, water rate and royalties reserved by this lease at such times and in the manner provided in PART V and VI of these presents Lessees to pay, rents-royalties taxes etc. 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 Government upon or in respect of the premises and works of the lessee/lessees in common with other premises and works a like nature except demands for land revenues.

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CONTAINING 11 SHEETS  
6th

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

3. Unless the State Government for good cause permits otherwise, the lessee/lessees shall To commence operations commence operations 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 workmanlike manner and as prescribed under clause 12 hereinafter without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops, buildings, structures, or other property thereon. For the purposes of this clause, operations shall include the erection of machinery laying of a tramway or construction of a road in connection with the mine.

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

5. The lessee/lessees shall during the subsistence of this lease well and sufficiently secure and To secure and keep in good keep open with timber or other durable means all pits shafts and condition pits, shafts etc. workings that may be made or used in the said lands and make and maintain sufficient fences to the satisfaction of the State Government round every such pit, shaft or working whether the same is abandoned or not and shall during the 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.

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

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

8. The lessee/lessees shall without delay send to the Director of Mines and Geology a report of The report accident 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.

9. The lessee/lessees shall report to the State Government the discovery in the leased area of any mineral not specified in the lease within sixty days of such discovery 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/lessees shall not win and dispose of such mineral unless such mineral included in the lease or a separate lease is obtained therefor.

10. The lessee/lessees shall at all times during the said term keep or cause to be kept at an office to be situated upon or near the said lands correct and intelligible books To keep records and account regarding production and of accounts which shall contain accurate entries showing from time to employees etc. time :—

- (1) Quantity and quality of the said mineral/minerals realised from the said lands.
- (2) Quantity of the various qualities of ores beneficiated or converted (for example coal converted into coke).
- (3) Quantities of the various qualities of the said 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 the 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 Governments may from time to time require and shall also furnish free of charge to such officers and at such time as the Central and State Governments may appoint true and correct abstracts of all or any such books of accounts and such information and returns to all or any of the matters aforesaid as the State Government may prescribe and shall at all reasonable times allow such officers as the Central Government or 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.

11. The lessee/lessees shall at all times during the said term maintain at the mine office correct intelligible up-to-date and complete plans and sections of the mines in the said lands. They shall show all the operations and workings and all the trenches, pits and drillings made by him/them in the course of operations carried on by him/them under the lease, faults and other disturbances encountered and geological data and all such plans and sections shall be amended and filled up by and from actual surveys to be made for that purpose at the end of twelve months or any period specified from time to time and the lessee/lessees shall furnish free of charge to the Central and State 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 and strata through which they pass.
- (b) Any mineral encountered.
- (c) Any other matter of interest and all data required by the Central and State Governments from time to time.

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

## PART IX.

## General Provisions.

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

Obstructions to inspection
2. If the lessee/lessees or his/their transferee or assignee makes/make any default in payment of rent or water rate or royalty as required by Section 9 of the Act of rent or commits a breach of any of the conditions and covenants other than those referred to in covenant (1) above, the State Government shall give notice to the lessee/lessees requiring him/them to pay the rent water rate, royalty or remedy the breach, as the case may be, within sixty days from the date of receipt of the notice and if the rent, water 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/them, determine the lease and forfeit the whole or part of the security deposit.
 

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

Penalty for repeated breaches of covenants
4. Failure on the part of the lessee/lessees to fulfil any of the terms and conditions of this lease shall not give the Central or State Government any claim against the lessee/lessees or be deemed a breach of this lease, in so far as such failure is considered by the said Government to arise from *force majeure*, and if through *force majeure* the fulfilment by the lessee/lessees of any of the terms and conditions of this lease be delayed, the periods and 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, tide, storm, tidal wave flood, lightning, explosion, fire, earthquake and any other happening which the lessee/lessees could not reasonable prevent or control.
 

Failure to fulfil the terms of leases due to "Force Majeure"
5. The lessee/lessees having first paid and discharged rents, rates and royalties payable by virtue of these presents may at the expiration or sooner determination of the said term or within six calendar months thereafter (unless the lease shall be determined under clauses 1 and 2 of this Part and in this case at any time not less than three calendar months not more than six calendar months after such determination) take down and remove for his/their own benefit or any engines, machinery plant, buildings, structures, tramways, railway and other works, erections and conveniences which may have been erected/set up or placed by the lessee/lessees in or upon the said lands and which the lessee/lessees is/are not bound to deliver to the State Government under clause 20 of Part VII of this Schedule and which the State Government shall not desire to purchase.
 

Lessee/Lessees to remove his/their properties on the expiry of lease

"(8A) The lease is executed at \_\_\_\_\_  
the Capital town of the State of \_\_\_\_\_

Bangalore  
Karnataka.

(Name of the State) and subject to the provision of Article 226 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 the lessor, the suits (or appeals) shall be filed in the Civil Courts at Bangalore (Name of the city) and it is hereby expressly agreed that neither party shall file any petition at any place other than the courts named above".

mks/\*

B.L. RAMACHANDRA  
Chief Geologist  
MYSORE MINERALS LTD.

A. V. Vessell  
Director of Mines & Geology

27/12/85

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

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

9. For the purpose of stamp duty the anticipated royalty from the demised land is Rs. 17993/- per year.

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

Signed by

for and on behalf of

the Governor of Karnataka

In the presence of

Signed by

for and on behalf of

in the presence of

A. V. Vessell  
Director of Mines & Geology  
27/12/85  
(N. GANU AIAH) F.B.C.M.L. Section  
B.M.A. & Co.

B.L. RAMACHANDRA  
Chief Geologist  
MYSORE MINERALS LTD.  
27/12/85

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CONTAINS ..... SHEETS

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