

RENEWAL OF MINING LEASE DEED

AREA : 19.223 HECTORS

MUGDARA DOLOMITE MINES

OF

M/S OCL INDIA LIMITED

AD, stamps are enclosed Rs 83,973/-

FORM - K.

MINING LEASE AGREEMENT

(SEE RULE 31)



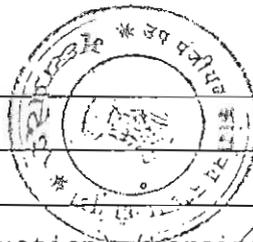
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उप पंजीयक

Indenture made this 31 day of March 2020

between the Government of M.P. through the collector, M.P./the president of India (here in after refered as the State Government which expression shall where the context so adnists be deemed to include the successors and assings) of the one part; and

When the licensee is an individual:-



(name of person with address and accupation) (hereinafter referred to as 'the Lessee' which expression shall where the context admits be deemed to include his heirs executors administrators, representatives and permitted assigns.

When the licensees are more than one Individual:-

(Name of person with address and occupation) and (Name of person with address and occupation) (hereinafter referred as the lessees which expression shall where the context to admits be deemed to include their respective heirs, executors, administraton representatives and their permitted assions)

When the lessee is a registered firm:

(Name and address of partnor) Son of of son of

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Collector

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of _____ all carrying on business in partnership under the firm name and style of _____
 _____ (Name of the firm) registered under the Indian partnership Act 1932 (90 F/1932) and having their registered office at _____
 in the town of _____ (hereinafter referred to as 'the licensees' which expression where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns)

When the lessee is a registered company:

M/s. Orissa Cement Co. (O.C.L. India Ltd.)
 _____ (Name of company) a company registered under the Companies Act 1956 (Act, under which incorporated and having its registered office at Rajgangpur 770017
Dist. Sundergarh State Orissa

(Address) (hereinafter referred to as the lessee which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the other part.

Whereas the leasees/leasees has/have applied to the state Government in accordance with the Mineral concession Rules, 1960 (hereinafter referred to as the said rules) for a Mining lease for

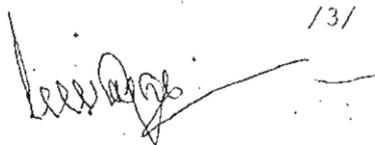
Dalomite in respect of the lands described in part- I of the Schedule hereunder written has/have deposited with the State Government the sum of Rs. 2000 (Rs 1000 Deposited vide

challan No. 54/dt. 13.5.74 & Rs 1000 deposited and the sum of Rs. vide challan No. 2/4 dt. 1.7.79 and the sum Rs 1000/ deposited challan No. 10/10 dt. 30.3.78 for meeting the

preliminary expenses for a mining lease (1***) 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 these presents and the schedule


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PART-I

THE AREA OF THIS LEASE

LOCATION AND AREAS OF THE LEASE

All that tract of lands, situated at village - Munglara
Tah - Nainpur Distt Mandla (M.P.)
 (Description of area of area _____ (in
 Pragna) in Nainpur the
 Registration district of Mandla sub
 district _____ and Thana Bhunkhni bearing
 Cadastral survey Nos. 807/1, 808/2, 811/1
 _____ containing an area of 19 = 223 Hect.

(Nineteen Hect. is Two hundred twenty three whereabouts delineated
 on the plan here to annexed and there on colored by Red
 and bounded as follows:-

On the North by Part of Plot No 807/1, 808/2, & 811/1

On the South by Part of Plot No. 807/1, 808/2, & 811/1

On the East by Area of Village Bhatratola

and

On the West by Road as shown on the plan.

hereinafter referred to as "the said lands"

PART-II

Liberties, Power and privileges to be Exercised and Enjoyed
 by the Lessee/Lessees subject to the Restriction 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/minerals.

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

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

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extend any existing work of the like nature in the said lands.

To bring and use machinery equipment etc.

3. Liberty and power for or in connection with any of the purposes mentioned in this part of erect, construct, maintain and use on or under the said lands any engines, machinery, plants, dressing floors, furnaces, coke ovens, brick kilns, workshos, 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 orads and ways etc and use existing orads and ways.

4. Liberty and power for or in connection with any of purposes mentioned in this part to make any tramways, railways, roadways, 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, 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 of quarry and get stone gravel and other building and road materials and clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use such bricks or tiles but not to sell any such material brick or tiles.

To use water from streams etc.

6. Liberty and power for or in connection with any of the purpose mentioned in this part subject to the rights of any existing or future lessees and with the written permission of Deputy Commissioner/Collector to appropriate and use water from any streams, water course's springs or other sources in or upon the said lands and to divert, step up or dam any such stream or

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water-course and collect or impound any such water and to make construct and maintain any water-course, culverts, drains or reservoirs but not as to deprive any cultivated lands villages, buildings or watering place or live stock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any stream or springs; Provided that the lessees/lessees shall not interfere with the navigation in any navigation stream nor shall divert such stream without the previous written permission of the State Government.

To use land for stacking, heaping, depositing purposes.

7. Liberty and power to enter upon and use a sufficient part of the surface of the such lands for the purpose of sacking, 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 other produced from the said lands and to carry away such beneficiated ore..

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

(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.

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 right of other and save as provided in clause-3 of part-III of this schedule to clear undergrowth and brush-wood 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/lessees to pay for any trees or timber felled and utilised by him/them at the rates specified by the Deputy commissioner/Collector or the State Government.

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PART-III

Restrictions and conditions as to the exercise of the
Liberties, Powers and Privileges in part - II

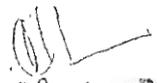
No building etc. Upon certain places.

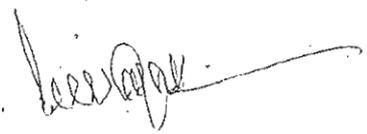
1. No. building or thing shall be erected, set up or placed and no surface operations shall be carried on in or upon or any public pleasure ground, burning or burial ground or place held sacred by any class or persons or any house or village site, public road or other place which the state Government may determine as public ground nor in such a manner as to injure or prejudicially effect any buildings, works, 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/lessees shall not also interfere with any right of way.

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/lessees shall give to the Deputy Commissioner/Collector of the district two calendar months previous notice in writing specifying the name or other description of the situation and the extent of the land proposed to be sowed and the purpose for which the same is required and the said land shall not be so used if objection is issued by the Deputy Commissioner Collector within two months after the receipt by him of such notice unless the objections so stated shall on reference to the State Government be annulled or waived.
To cut trees in unreserved lands.

3. The lessee/lessees shall not without the express sanction of the Deputy Commissioner/Collector cut down or injure any timber or trees on the said lands but may without such sanction clear away any brush-wood or undergrowth which interferes with any operations authorised by these presents. The Deputy Commissioner/Collector or the State Government may require the lessee/lessees to pay for any


Deputy Commissioner/Collector
District



trees or timber felled and utilised by him/them at the rates specified by the Deputy Commissioner/Collector of the District.

To enter upon reserved forests.

4. Net with standing any thing in this schedule contained the lessee/lessees shall not enter upon any reserved forest included in the said lands without previous sanction in writing of the District Forest Officer nor fall, cut and use any timber or trees without obtaining the sanction in writing of the officer nor otherwise then in accordance with such conditions as the state Government may prescribe.

No. mining operation within 50 metres of public works etc.

5. The lessee/lessees, shall not work or carry on or allow to be worked or carried an any mining operations at or to any point within a distance of 50 metres from any railway line except with the previous written permission of the Railway Administration concerned (or under or beneath any ropeway or any ropeway trestle or station except under and in accordance with written permission of the authority owning the ropeway) or from any reservoir, canal or other public works such as public roads and buildings or inhabited site except with the previous written permission of the Deputy Commissioner/Collector any other officer authorised by the State Government in his behalf and otherwise than in accordance with such instructions, restrictives 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 of the cutting as the case may be and in case of a building horizontally from the plinth thereof. In the case of a village roads no working shall be carried on within a distance of 10 metres of the outer edge of the cutting except with the previous permission of the Deputy Commissioner/Collector or any other officer duly authorised by the State Government in this behalf and otherwise than in accordance with such directions, restrictions and conditions, either general or special, which may be

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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, clause 6 of section 3 of that Act, 'Public Road' shall mean a road which has been constructed by artificily surfaced as distinct from a track resulting from respected 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/lessees shall allow existing and future holders of Government licences and leases over any land which is comprised in or adjoins or is reached by the land held by the lessee/lessees reasonable facilities of access thereto.

Provided that no substantial hindrance or interference shall be cause 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 reasons of the exercise of this liberty.

PART-IV

Liberties, Power 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, raise, press, process, convert and carry away 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 ether lines, waterways, airways, water course, drains, reservoirs, engines, machinery, plant, buildings, canals, tramways, railways, &

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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, power and privileges of the lessees/under these presents and that fair compensation (as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government) shall be made to the lessees/lessees for all loss or damage sustained by the lessee/lessees 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 persons authorised by it in that behalf to enter into and upon the said lands and to make upon, over or through the same any railways, tramways, roadways or pipe lines for any purpose other than those mentioned in Part II of these presents and to get from the said lands, stones, gravels, 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 or 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 persons 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 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

To pay dead rent or royalty whichever is higher

1. The lessees 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 part V the lessee/lessees during the subsistence of the lease shall pay the State Government annual dead rent for the lands demised and described in Part-1 of the agreement, at the rate for the time beings specifies in the Third Schedules to the Act, in advance for the whole year on/or before the 20th of the first month of the ensuring year in the concerned District Treasury.

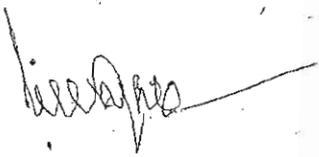
(RATES OF DEAD RENT IN RUPEES PER HECTARE PER ANNUM)

CATEGORY OF THE MINING LEASE	1ST YEAR OF THE LEASE	IIND TO VTH YEAR OF THE LEASE	VITH TO XTH YEAR OF THE LEASE	XITH YEAR OF THE LEASE AND ON WARDS
1	2	3	4	5

@ Rs 180 (One hundred Eighty Rupees) Per Hectar Per annum so the dead rent will be chargeable Rs 3410/Per year.

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


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4. Subject to the provisions of clause-1 of part V the lessee/lessees shall during the subsistence of the lease pay to the State Government royalty in respect of any mineral/minerals removed or consumed or both from the leased area during a day by his/them or his/their agent manager, employees unless exempted by section 9 (2) (A) of the Act on the next working day in the designated Bank authorised to accept the State Government revenue in the district where the mining lease is situated at the rate specified in the Schedule of the Mines and Minerals (Regulation And Development) Act 1957 from time to time during the lease period and shall submit copy of the challan with a Statement to the Mining Officer/Assistant Mining Officer/Officer-In-Charge Mining Section, showing removal and/or consumption or both of the mineral during the day on the next day after the payment is made, in person or by Registered post, or in the alternative the lessees may agree to below noted clause;

Subject to provisions of clause-1 of part V the lessee shall make payment of royalty calculated at the rate specified in the Second Schedule of the Mines and Minerals (Regulation and Development) Act, 1957 from time to time during the lease period for the quantity likely to be removed or likely to be consumed or both from the leased area for a period of Thirty days by him/their or his agent, manager, employee except as exempted under section 9(2A) of the Act, in the concerned District Treasury, Sub Treasury or designated Banks authorised to accept the State Government revenue in the district where the mining lease is situated and shall despatch the mineral from the leased area only after such payment of royalty. That in case of mineral for which such payment was made is not despatched or consumed or both within the specified period, the lessee/lessees shall removal the mineral after making a fresh payment adjusting the payment of royalty paid earlier. If the lessee/lessees again fails to remove/consume quantity of mineral


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PART-VI

Provisions Relating to the Rents and Royalties

Rate and royalties to be free from deduction etc.

1. The rent, water rate and royalties mentioned in part-V of this schedule shall be paid free from any deductions of the State Government at _____ and in such manner as the State Government may prescribe. PROVIDED ALWAYS and it is hereby agreed that Rs. _____ the balance standing to the credit of the lessee/lessees on account of the deposit made by him/them as a licensee/licensees over an area which included the said lands shall be retained and accepted by the State Government in satisfaction of the rents and royalties mentioned in part-V until they reach that amount.

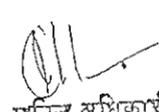
Mode of computation royalty.

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

Here specify the mode of arriving at sale price/prices at pits mouth of mineral/minerals.

Course of action if rents and royalties are not paid in time:

3. Should and 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 together with simple interest due thereon at the rate of 24 (Twenty four percent) per annum of 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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PART VII

The Government of Lessee/Lesseees

Lesseees to pay rent and royalties, taxes etc.

1. The lessee/lesseees shall pay the rents, 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/lesseees 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/lesseees shall at his/their own expenses 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.

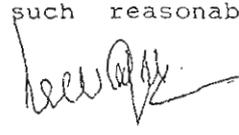
To commence operations within a year and works in a workman like manner..

3. Unless the State Government for good cause permits otherwise, the lessee/lesseees shall commence operation with - in one year from the date of execution of the lease and shall thereafter at all times during the continuance of this lease search for in work and develop the said minerals with out voluntary intermission in a skiful and workman-like-manner and as prescribed under clause 12 hereinafter without doing or permitting to be doen 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 operation shall include the exection of mach inery, laying of a tramway or construction of a road in connection with the mine.

To imdemnify Government against all claims.

4. The lessee/lesseees shall make and pay such reasonable


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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/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.

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

5. The lessee/lessees shall during the subsistence of this lease well and sufficiently secure and keep open with timber or other durable means all pits, shafts and workings that may be made or used in the said lands and make and maintain sufficient fences to the satisfaction of the State Government round every such pits, shafts or workings 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/lessees shall strengthen and support to the satisfaction of the Railway Administration concerned or the State Government, as the case may be any part of the mine which in its opinion requires such strengthening or support for the safety of any railway, reservoir canal, road and any other public works or structures.

To allow inspection of workings.

7. The lessee/lessees shall allow any officer authorised by the central Government or the State Government in that behalf to enter upon the premises including any building excavation or land comprised in the lease for the purposes of inspecting, examining, surveying (Prospecting) and making plans thereof sampling and collecting, a data and the lessee/lessees shall with proper person employed by the lessee/lessees and acquainted with the mines and

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work effectually assist such officer, agents, servants and work men in conducting every such inspection and shall afford them all facilities, information connected with the working of the miner which they may reasonable require and also shall and will confirm 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 accidents.

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

To report discovery of other minerals.

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 such find. If any mineral not specified in the lease is discovered in the leased are, the lessee/lessees shall not win and dispose of such mineral unless it is included in the lease or a separate lease is obtained therefore.

To keep records and accounts regarding production and employees

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 intalligible books of accounts which shall contain accurate entries showing, from time to time:-

(1) Quantity and quality of the said mineral/minerals raised from the said lands.

(2) Quantity of the various qualities of ares beneficiated or converted (For example coal, converted into coke)

(3) Quantities of the various quantities of the said mineral/minerals sold and exported separately.


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(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.

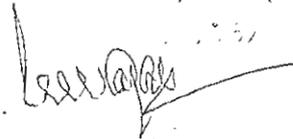
(6) The number of persons employed in the mines, or works or upon the said lands specifying nationality, qualifications and pay of the technical personnel.

(7) Such other facts, particulars and circumstances as the central or the State Governments may from time to time required and shall also furnish free of charges to such officers and at such time as the central and state Government 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 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/lessees shall at all times during the said term maintain at the mine office correct intelligible upto-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 survey to be made for that purpose at the end of twelve months or any period specified from time to time and the lessee/lessees shall furnish free of charge to the central and State Government true and

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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 Government from time to time.

The lessee/lessee shall allow any officer of the central Government 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.

(11)A. The lessee shall pay a wage not less than the minimum wage prescribed by the Central or State Government from time to time.

(11)B. The lessee shall comply with provisions of the Mines Act, 1952 and the rules made there under.

(11)C. The lessee shall take measures for the protection of environment like planting of trees, reclamation of land, use of pollution control devices; and such other measures as may be prescribed by the Central or State Government from time to time as his own expense.

(11)D. The lessee shall pay compensation to the occupier of the land on the date in the manner laid down in these rules.

(11)E. The lessee shall, in the matter of employment, give preference to the tribals and to the person who become displaced because of the taking up of mining operations.

Act 67 of 1957

12. The lessee/lessees shall be bound by such rules as may be issued from time to time by the Government of India under section

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18 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/lessees shall provide and at all times keep at or near the pit head or each of the pit heads at which the said minerals shall be brought to bank a property constructed and efficient weighting 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 minerals, ores, products raised, sold, exported converted during the previous twenty-four hours to be entered in the aforesaid books of accounts. The lessee/lessees shall permit the state Government at all times during the said term to employ any persons or persons.

to be present at the weighing of the said minerals as aforesaid and to keep accounts there of and to check the accounts kept by the lessee/lessees. The lessee/lessees shall give 15 (Fifteen) days previous notice in writing to the Deputy Commissioner/Collector of every such measuring or weighing in order that he or some officer on his behalf may be present at the weighing.

To allow test of weighing machine.

14. The lessee/lessees shall allow any person or persons appointed in that behalf by the State Government at any time or times during the said term to examine and test every weighing machine to be provided and kept as aforesaid and the weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such examination or testing any such weighing machine or weights shall be found incorrect or out of repair or order the State Government may require that the same be adjusted, repaired and put in order by

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and at the expense of the lessee/lessees and if such requisition be not complied with within fourteen days after the same shall have been made, the State Government may cause such weighing machine or weights to be adjusted repaired, and put in order and the expense of so doing shall be paid by the lessee/lessees to the State Government on demand and if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to the prejudice of the State Government and 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 occasions 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 inquiry of third parties.

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

Not to obstruct working of other minerals.

16. The lessee/lessees will exercise the liberties and powers hereby granted in such a manner as to offer no necessary 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 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 mineral within any land adjacent to the said lands as the case may be reasonable means

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

3. (Provided further that where the mortgage is a institution or a Bank or a Corporation specified in Schedule V it shall not be necessary for any such institution or Bank or Corporation to hold 4 (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/lessees has/have in the opinion of the State Government committed a breach of any of the above provisions or has/have transferred the lease or any right, title or interest therein otherwise than in accordance with clause (2):

Provided that no such order shall be made without giving the lessee/lessees a reasonable opportunity of stating his/their case. breach of any of the above provisions or has/have transferred the above provisions or has/have transferred the lease or any right, title or interest therein otherwise than in accordance with clause (2):

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

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

18. The lease shall not be controlled and the lessee/lessees shall not allow themselves to be controlled by any Trust, syndicate, Corporation, firm or person except with the written consent of the Central Government. The lessee/lessees shall not enter into or make any arrangement compact or under taking where by

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lessee/lessees will or may be directly or indirectly financed by or under which the lessee/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 the discretion shall be the sole judge it shall be terminable if so required in writing by the State Government and shall in the event of any such requisition being made be forthwith thereafter determined by the lessee/lessees accordingly.

Liessee shall deposit any additional account necessary.

19. Whenever the security deposit of Rs. 1 (Rs. 1000/2000) or any part thereof any further sum hereinafter deposited with the State Government in replenishment there of shall be forfeited or applied by the Central or State Government pursuant to the power hereinafter declared in that behalf the lessee/lessees shall deposit with the State Government such further sum as may be sufficient with the unappropriated part there of to bring the amount in deposit with the State Government upon the sum of 1 (Rs.1000/2000.)

Delivery of working in good order to State Governments after determination of lease.

20. The lessee/lessees shall at the expiration or sooner determination of the said term or any renewal there of deliver upto the State Government all mines, pits, shafts, inclines, drifts, levels, waterways and other works now existing or hereafter to be sunk or made on or under the said lands except such as have been

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assist in arriving at the said fair market price the lessee/lessees shall if so required furnish to the State Government for the confidential information of the Government particulars of the quantities, descriptions and prices of the said mineral or products there of sold to other customers and of charters entered into for freight and carriage of the same and shall produce to such officer of officer as may be directed by the State Government original or authenticated copies of contracts and charter parties entered into for the sale or freighting of such minerals or products.

(d) In the event of the existence of a state of war or emergency (of which existence the president of India shall be the sole judge and a notification to this effect in the Gazette of India shall be conclusive proof) the State Government with the consent of the Central Government shall from time to time and all times during the said term have the right to be exercised by a notice in writing (to the lessee/lessees) forthwith take possession and control of the works, plant, machinery and premises of the lessee/lessees on or in connection with the said lands or operations under this lease and during such possession or control the lessee/lessees shall conform to and obey all directions given by or on behalf of the Central Government or State Government regarding the use of 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/lessees for all loss or damage sustained by him/them by reason or in consequence of the exercise of the powers conferred by this clause and Provided Also that the exercise of such powers shall not determine the said term hereby granted or effect the terms and provisions of these presents further than maybe necessary to give effect to the provisions of this clause.

21.(A) Subject to the rights of the State Government and the obligation of the lessee under clause 21 above, the lessee hereby

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undertakes that in respect of all flux or fettling grade lime stone/dolomite/fuxlle (that is, with said insolubles of aluminium and silice less than 15 percent) he shall win from the leased area, the lessee shall.

(B) Offer the first option of purchase to the Hindustan steel Ltd. hence, at such price and other terms as may be agreed upon between the lessee and the said Hindustan Steel Ltd. In advance from year to year (such price and terms being no less favourable than those prevailing in the particular year in the market) and

(c) To the extent the said Hindustan Steel Ltd, do not exercise that first option on the particular year, after the second option of purchase of any other steel plant in the country at such price and other terms as may be agreed upon between the lessees and such other steel plant before, otherwise disposing of such lime stone/dolomite marble.

(d) In the event of any disagreement or dispute arising between the lessee and the said Hindustan Steel Ltd. (or other steel plant relating to the price or any other matter relating to the exercise of the options aforesaid, the point at dispute shall be referred to the State Government for opinion, provided further that in case the lessee or the said Hindustan Steel Ltd. (or other plant, is still aggrieved by the decision of the State Govt: on such point the, after shall be referred to the secretary to the Govt. of India in the Ministry of Mines and Fuel and the decision of the said secretary or any officer nominated by him for the purpose as the case may be, shall be final and binding on all concerned.

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

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Employment of foreign national

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

Recovery of expenses incurred by the State Government.

23. If any of the works or matters which in accordance with the covenants in that behalf herein before contained are to be carried or performed by the lessee/lessees and 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/lessees 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 geophysical data

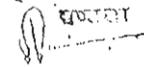
24. The lessee/lessees shall furnish-

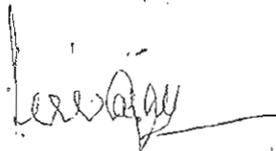
(a) All geophysical data relating to mining fields or engineering and ground water surveys, such as anomaly maps, sections plants, structures, contour maps, logging collected by him/them during the course of mining operations to the Director General survey of India, Calcutta;

(b) All information pertaining to investigations of radio active minerals collected by him/them during the course of mining operations to the secretary, Department of Atomic Energy, New Delhi.

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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PART VIII

The Covenants of the State Government

Lessee/Lessees may hold and enjoy rights quietly

1. The lessee/lessees 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/lessees to be observed and performed shall and may quietly hold and enjoy the right and premises hereby demised for and during the terms 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/lessees 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/lessees, and the said occupier shall refuse his consent to the exercise of the right and powers reserved to the State Government and demised to the lessee/lessees by these presents and the lessee/lessees shall report the matter to the State Government and shall deposit with it the amount offered as compensation and 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/lessees shall have deposited with it such further amount as the State and Central Government shall consider fair and reasonable the State Government order the occupier to allow the lessee/lessees to enter the land 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 renewable.

3. The mining leasees renewable in terms of the provisions of the Act and the rules made there under.

*According to the sanctioned order mineral
Assessed on Sept. No 3-543/93/12/2 dt-26-2-99
this condition is not applicable.*



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Provided that the State Govt. 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.

If the lessee/lessees be desirous of taking a renewed lease of the premises hereby demised or any part or parts of them for a further term from the expiration of the terms hereby granted and is otherwise eligible, he/they shall prior to the expiration of the last mentioned term give to the State Govt. 1 (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/lessees to be observed and performed upto the expiration of the term hereby granted. The State Government on receipt of application for renewal shall consider it in accordance with the provision at the Act and the rules made there under and shall pass order as it deems fit. If renewal is granted, the State Govt. Will at the expense of the lessee/lessees and upon his executing and delivering to the State Govt. if required a counterpart there of execute and deliver to the lessee/lessees a renewed lease of the said premises or part there of for the further term of _____ years at such rent, 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 _____ (Name of mineral) on the day next following the expiration of the term hereby granted.

Liberty to determine the lease

4. The lessee/lessees may at any time determine this lease by giving not less than 12 calendar months notice in writing to State Govt. or to such officer or authority as the State Govt. may

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Sgt. ...
...

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specify in this behalf and upon the expiration of such notice provided that the lessee/lessees 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 Govt. then this lease and the said term and the liberties, power and privileges hereby granted shall absolutely cease and determine abut without prejudice to any right or remedy of the lessor in respect of any breach of any of the covenants or agreements contained in these presents.

2.(4A) The State Govt. may on an application made by 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 the mineral have since exhausted or deleted to such an extent that it is no longer possible to work the mineral economically, subject to the condition that lessee.

(a) Makes an application for such surrender of mineral at least six months before the intended date of surrender; and

(b) Gives and under taking that he will not cause any hinderance in the working of the minerals so surrendered by any other person who is subsequently granted a mining lease for the mineral.

Refund of security deposits.

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

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PART-IX

GENERAL PROVISIONS

Obstructions to inspection

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) of rule 27 of the 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 forfeited 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/lessees or his/their transferees/assignee makes/make any defaults 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 clause (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 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/them, determine the lease and forfeited the whole or part of the security deposit;

Penalty for repeated breaches of 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 clause (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.

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

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 of State Government any claim against the lessee/lessees or 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 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, earth-quake, tide, storm, tidalwave, flood, lightning, explosion, fire, and any other happening which the lessee/lessees could not reasonably prevent or control.

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

5. The lessee/lessees having first paid and discharged the 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 month 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 not more than six calendar months after such determination) take down and remove for his/their own benefit all or any engines, machinery, plant, buildings, structure's tramways, railways railway and other work erections and conveniences which may have been erected, set up or place 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.

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

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effectively 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/lessees in connection with operations in any other lands held by him/them under prospecting licence or mining lease the same shall if not removed by the lessee/lessees within one calendar month after notice in writing requiring their removal has been given to the lessee/lessees 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 shall deem fit without liability to pay any compensation or to account to the lessee/lessees in respect thereof.

Notices

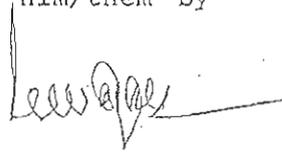
7. Every notice by these presents required to be given to the lessee/lessees shall be given in writing to such person resident on the said lands as the lessee/lessees may appoint for the purpose of receiving such notices and if there shall have been no such appointment then every such notice shall be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

Immunity of State Government from liability to any compensation.

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 the 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 power and privileges conferred upon him/them by these presents.

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1.(8-A) The lease is executed at Mandla the capital town of the State of Madhya Pradesh (name of the State) and subject to the provisions of Article 226 of the Constitution of India, it is hereby agreed Upon by the lessee and 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 matter touching the relationship of the lessee and the lessor the suits (or appeals) shall be filed in the civil courts at Mandla (Name of the city) and it is hereby expressly agreed that neither party shall be competent to file a suit or bring any action or file any petition at any place other than the court named above.

9. For the purpose of stamp duty the anticipated royalty from the demised land is Rs. 373212 (Rs. Three Lakh Seventy Three thousand two hundred twelve only) Per year.

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

WITNESS:-

1. [Signature] (A. Sayeed)
2. [Signature] (Rakesh Choudhary) A.G. III

[Signature]
सहा. हरिष अधिकारी
पण्डित

Collector
SIGNED BY
Mandla

For and on behalf of the Governor or Madhya Pradesh in the presence of

WITNESS

1. [Signature] S. X. Chakrabarty
Mining Manager.
M. S. O. C. L. India Limited.
2. [Signature] M. K. Sharma
with Lant. Barunbeja

For OCL INDIA LIMITED

[Signature]
N. C. Nayak
SIGNATURE OF LESSEE.
&
Constituted Attorney

