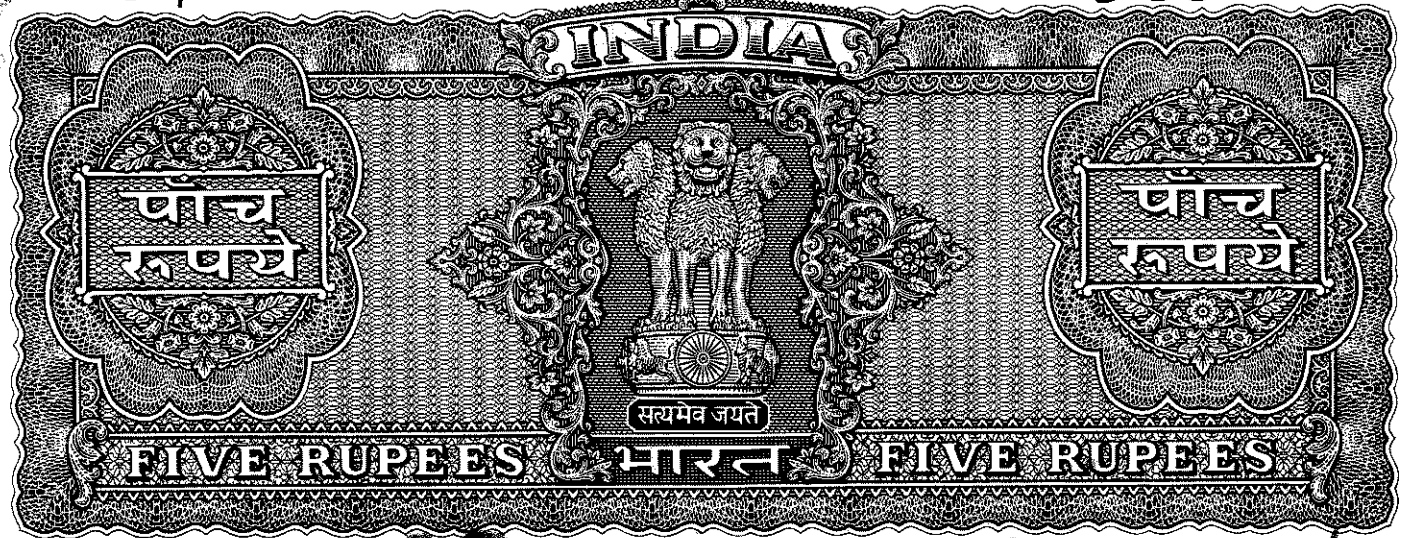


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 Finance Amendment Act...  
 Schedule - A No. 5 (C)  
 Schedule - B...  
 Price additional stamp...

H/C 4-50

Fee Paid

Rs. 300 - 00  
 Rs. 19 5 - 00  
 Rs. 2 50 - 00  
 Rs. 20 6 50

FORM - 'F'  
 PROSPECTING LICENCE  
 ( See Rule 15(2) )

Rs. 361-50

THIS INDENTURE made this the 8th day of October 1993 between the Governor of Orissa (hereinafter referred to as the 'State Government' which expression shall where the context so admits be deemed to include his successors and assigned) of the one part and

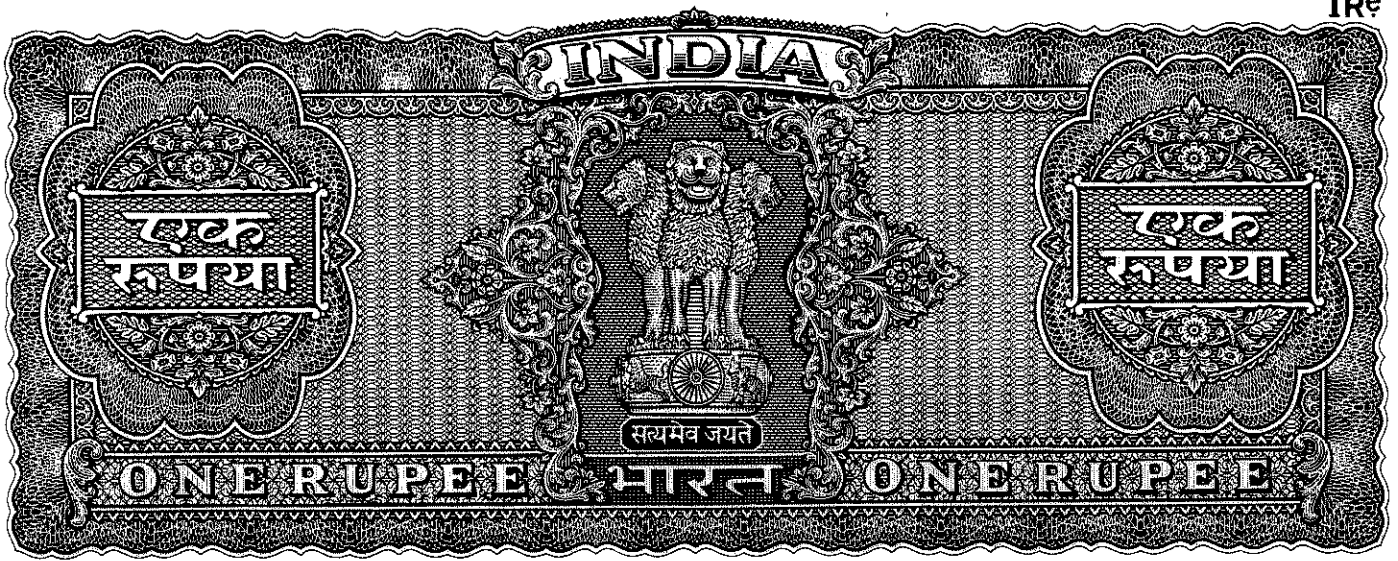
When the licensee is a registered Company.

M/s Larsen & Toubro Limited, a company registered under the Companies Act, 1956 and having its registered Office at L & T House, N.M. Marg, Ballard Estate, P.O.; Box - 278, Bombay - 400038 (hereinafter referred to as "the Licensee" which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the other part.

WHEREAS the Licensees have applied to the State Government in accordance with the Mineral Concession Rules, 1960 (hereinafter referred to as the said Rules) for a licence to prospect for Bauxite . . in the lands specified in Schedule 'A' hereunder written and delineated in the plan herewith annexed (hereinafter referred to as the said lands) and have deposited with the State Government Rs. 7500.00 as the prescribed security in respect of such licence and have paid to the State Government the sum of Rs. 7250.00 as the prescribed prospecting fee for One year in advance

Collector  
 BALASORE  
 8/10/93

FOR LARSEN & TOUBRO LTD  
 8/10/93



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in respect of such licence and that there is no objection to the grant of such licence. NOW THESE PRESENTS WITNESS as follows:-

PART - I

In consideration of the fee, royalties, covenants and agreements hereinafter reserved and contained and on the part of the licensees to be paid observed and performed the State Government hereby grant and demises unto the licensees the sole right and licence.

(1) to enter upon the said lands and to search for by quarrying, boring and digging or otherwise all or any *Bauxite* lying or being within under or throughout the said lands.

To enter upon the lands and to search for win or carry away and dispose of minerals won.

(2) in the case of minerals other than gold, silver, precious stones or mica this licence shall not confer upon the licensee a right to win or carry away minerals for commercial purposes:

Provided that the licensees may win and carry away for purposes other than commercial purposes -

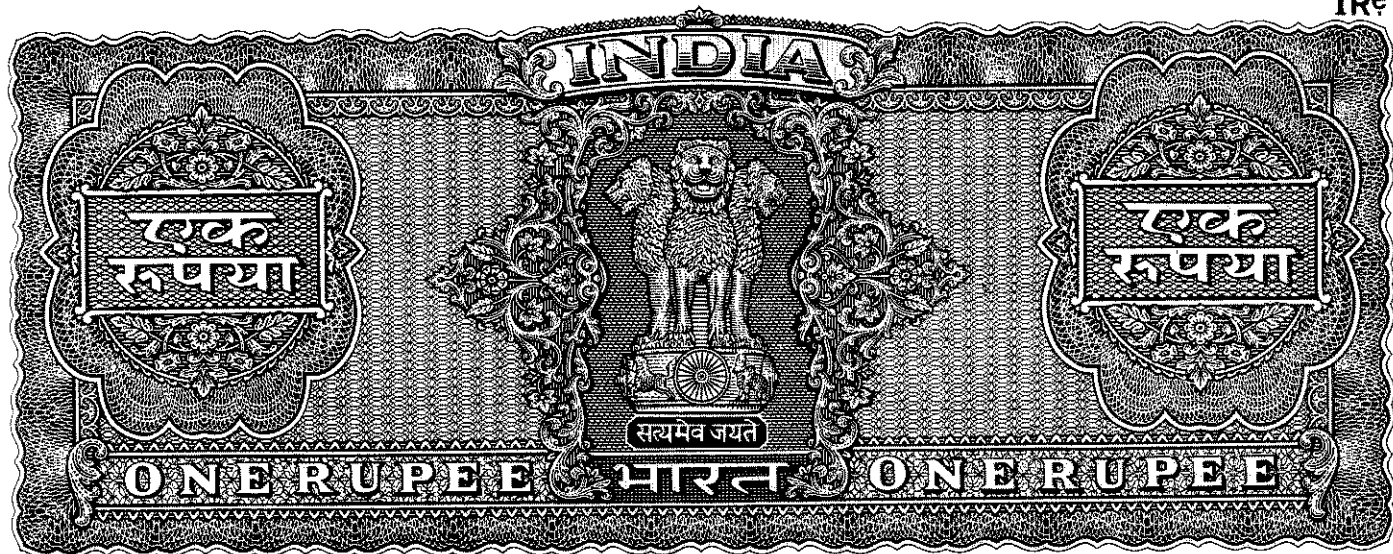
(a) any quantity of such minerals within the limits specified in Schedule III of the Mineral Concession Rules, 1960, without any payment;

(b) any quantity of such minerals exceeding such limits but not exceeding twice such limits, which is won during prospecting operations on payment of royalty for the time being specified in the Second Schedule to the Act in respect of those minerals;

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COLLECTOR  
BALASOANDI

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A. K. Kapode



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(c) with written approval of the State Government the licensee may carry away quantities of minerals in excess of twice the limit specified in Schedule III, on payment of royalty for the time being specified in the Second Schedule to the Act, for chemical, metallurgical, ore dressing and other test purposes.

To clear undergrowth and brushwood, etc.

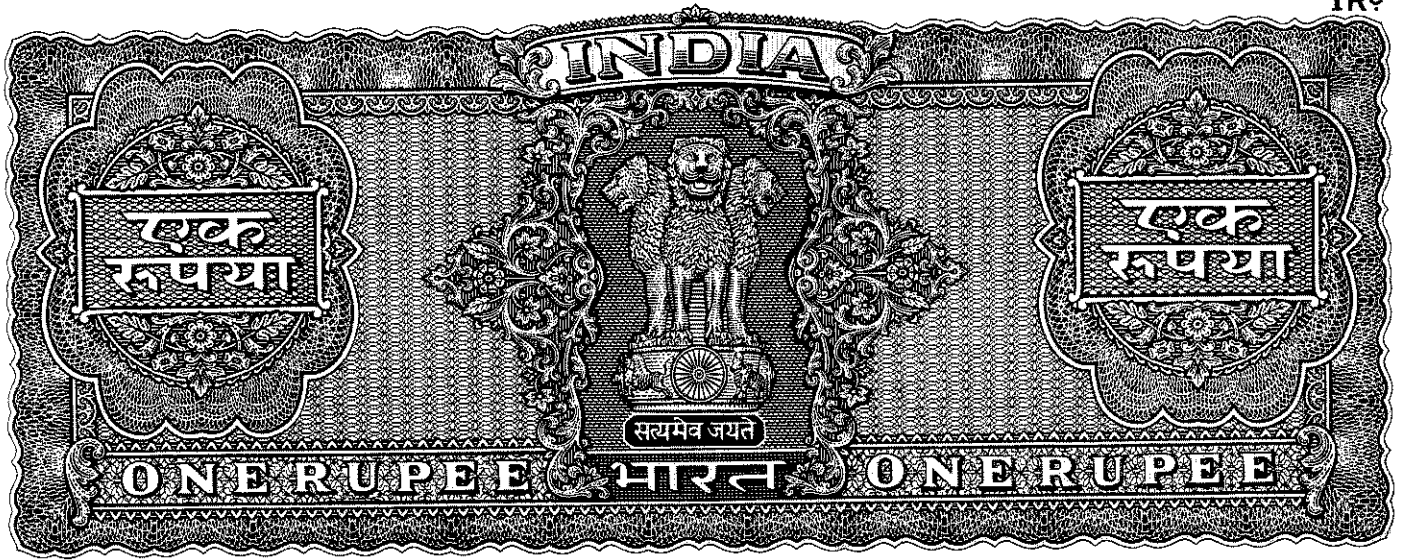
(3) Subject to the provisions of clauses 5 and 6 of Part II of these presents for the purpose aforesaid to clear undergrowth and brushwood and trees with the sanction of the Collector previously obtained in writing, to make and use any drains or water courses on the said lands for purposes as may be necessary for effectually carrying on the prospecting operations and for the workman employed thereon and with the like sanction to use any water provided always that such use shall not diminish or interfere with the supply of water to which any cultivated land, village, building or watering place for live-stock as here to fore been accustomed and that no streams, springs or well shall be fouled or polluted by any such use or the prospecting operations hereby licensed.

To bring upon and erect machinery, etc. on the said lands.

(4) To erect and bring upon the said lands all such temporary huts, sheds and structures, steam and other engine machinery and conveniences chattels and effects as shall be proper and necessary for effectually carrying on the prospecting operations hereby licensed or for the workmen employed thereon.

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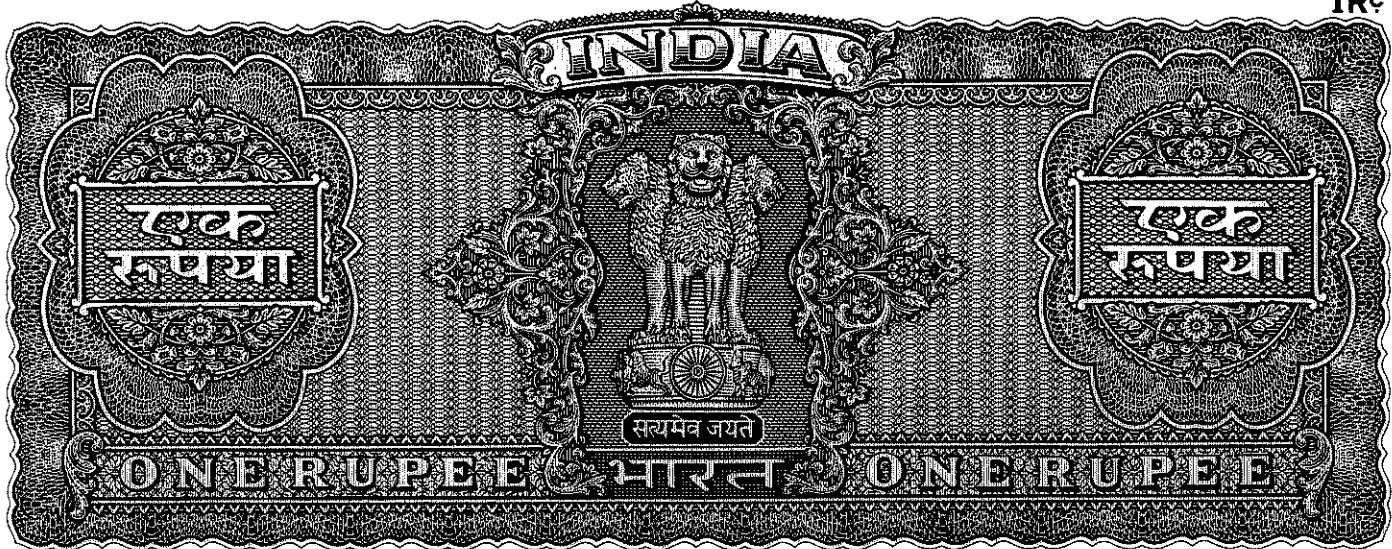
RESERVED nevertheless to the State Government full power and liberty at all times to enter into and upon and to grant or demise to any person or persons whomsoever liberty to enter and upon the said lands for all or any purposes other than those for which sole right and licence are hereby expressly conferred upon the licensees and particularly (and without hereby in any way qualifying such general power and liberty) to make on, over or through the said lands such roads, tramways, railways and ropeways as shall be considered necessary or expedient for any purposes and to obtain from and out of the said lands such stone, earth or other materials as may be necessary or requisite for making repairing or maintaining such roads, tramways, railways and ropeways to pass and repass at all times over and along such roads, tramways, railways and ropeways for all purposes and as occasion shall require.

TO HOLD the said right and license unto the licensees from the date of these presents for the term of (hereinafter referred to as the said term) <sup>(TWO)</sup> years.

PAYING therefor annually in advance a sum of Rs. 7250.00 being the prospecting fee for each year or portion of a year and immediately on the expiration or sooner determination of the said term clear of all fees, rates, taxes, charges deductions and royalty at the rates specified in Schedules 'B' and 'C' hereunder written on the minerals won and carried away by the licensees during the said terms.

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KALAHANDI



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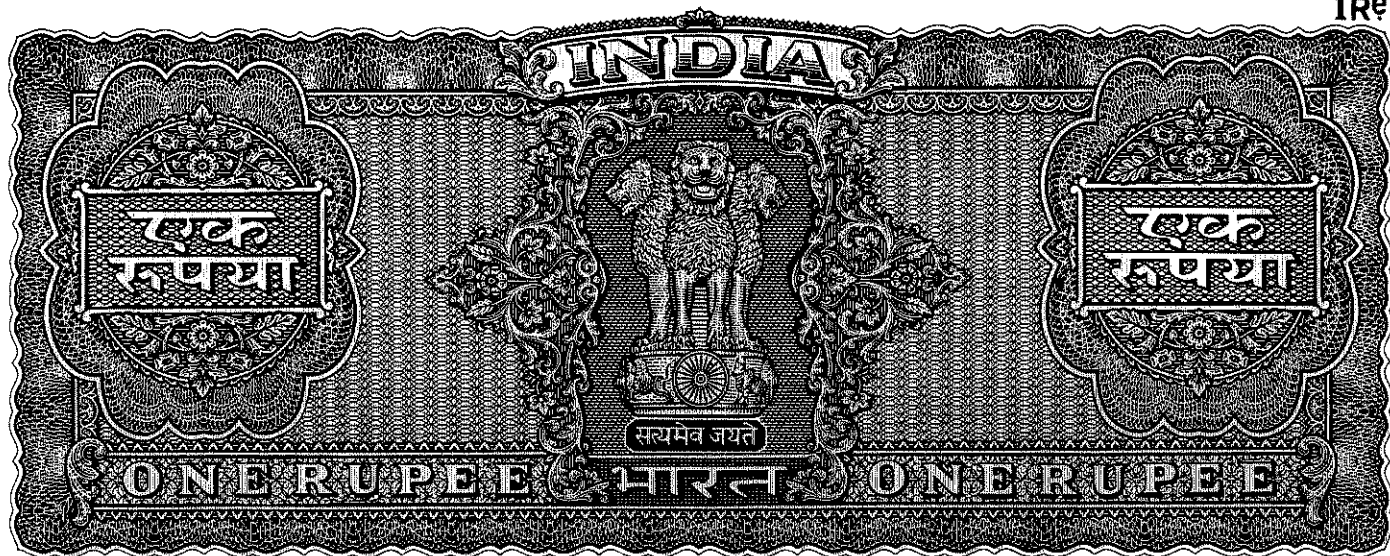
P A R T - II  
COVENANTS BY LICENSEES

The licensees hereby covenant with the State Government as follows:-

- |  |  |
|--|--|
| Payment and rates of royalty.                              | (1) To pay royalty to the State Government at such rates and such time as are specified in Schedule 'C' hereunder written provided that the licensees shall be entitled to carry away free of royalty not more than 10 fonges for experimental purposes.   |
| Payment of prospecting fee.                                | (2) To pay annually in advance a prospecting fee in respect of ensuing year or part of the year at such rates and time as are specified in Schedule 'B' hereunder written.   |
| To carry on work in workmanlike manner.                    | (3) To work and carry on the operations hereby licensed in a fair orderly skilful and workman-like manner and with as little damage as may be to the surface of the lands and to trees, crops, buildings, structures and other property thereon.   |
| Maintenance of correct account.                            | (4) Licensees shall maintain a correct and faithful account of all the expenses incurred by them on prospecting operations and also the quantity and other particulars of all minerals obtained during such operations and their despatch.   |
| No mining operations within 50 metres of public works etc. | (5) The licensees shall not work or carry on or allow to be worked or carried on any prospecting 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 |

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BALAHANDI



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inhabited site except with the previous written permission of the Collector or any other Officer authorised by the State Government in this behalf and otherwise than in accordance with such instructions, restrictions and conditions either general or special which may be attached to such permission. The said distance of 50 metres shall be measured in the case of railway line, 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 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 written permission of the Collector or any other Officer duly authorised by the State Government in this behalf and otherwise than in accordance with such directions, restrictions and additions, either general or special which may be attached to such permission.

Explanation:- For the 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 track shown in the Revenue records as village road.

Not to cut or injure trees in reserved forest, etc. without previous permission.

(6) Not to cut or injure any timber or tree on any unoccupied or unreserved land without the written permission of the Collector nor without such permission disturb the surface of any road or enter upon any public pleasure ground,

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COLLECTOR  
KALAHANDI



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burning or burial ground, or and place held sacred by any class of persons or interfere with any right of way, well or tank.

Entry upon land in occupation of person.

(7) Not to enter upon any land in the occupation of any person without the consent of the occupier not to cut or in any way injure any trees, standing crops, buildings, huts, structures or other property of any kind of the occupier of any land or any other person without the written consent of such owner, occupier, or person.

Not to commence work in reserved forest without previous permission.

(8) Not to enter upon or commence prospecting in any protected or reserved forest situated upon the lands without obtaining the written sanction of the District Forest Officer, nor otherwise than in accordance with such conditions as may be prescribed in such sanction.

Indemnify Government against all claims.

(9) To make reasonable satisfaction and pay such compensation as may be assessed by lawful authority in accordance with the law in force on the subject for all damage, injury, or disturbance which may be done by him in exercise of the powers granted by this license and to 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.

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

(B) The licensee shall comply with provisions of the Mines Act 1952 ;

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KALAHANDI

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M. K. K. K.



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(C) The licensee 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 for time to time at his own expense.

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

Forfeiture  
of secu-  
rity  
deposits  
etc.

(10) Whenever the security deposit of Rs. 75,000.00 or any part thereof or any further sum hereafter deposited with State Government in replenishment thereof shall be forfeited or applied by the State/Central Government pursuant to the power hereinafter declared in that behalf the licensees shall forthwith deposit with the State Government such further sum as may be sufficient with the unappropriated part thereof to bring the amount in deposit with the State Government up to the sum of Rs. 75,000.00.

Licensees  
not to be  
controlled  
by trust,  
Syndicate,  
etc.

(11) The licensees shall not be controlled or permit themselves to be controlled by any trust, syndicate, corporation, firm or person except with the written consent of the State Government which will be given only after obtaining the prior approval of the Central Government in cases where prospecting licence executed is in respect of minerals included in the first Schedule to the Act.

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COLLECTOR  
BALAHANDI

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M. K. Gupta



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Report of  
accident.

(12) The licensees shall without delay send to the Collector a report or 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 license.

Section 18  
of the  
Act 67 of  
1957.

(13) The licensees shall be bound by such rules as may be issued by the Central Government under section 18 of the Mines and Minerals (Regulation and Development Act, 1957 (67 of 1957) and shall not carry on prospecting or other operations under the said license in any way other than as prescribed under these rules.

To provide  
for weigh-  
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measure-  
ment of  
material  
won.

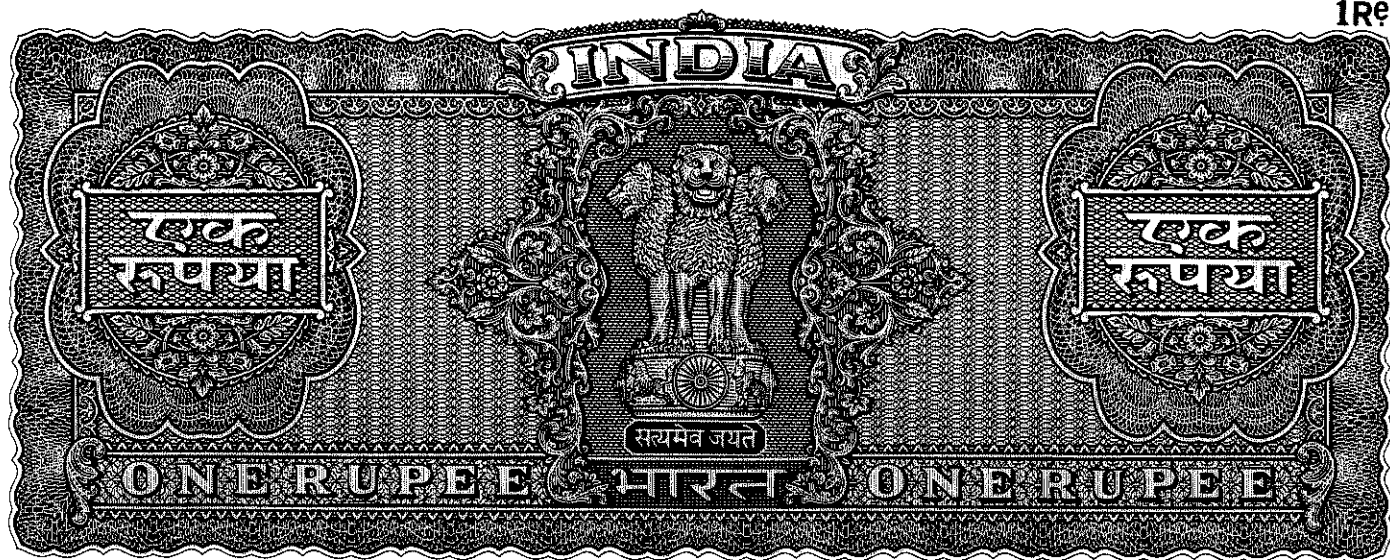
(14) At such times and occasions as may be required the licensees shall well and truly measure or weigh or cause to be measured or weighed upon some part of the said lands all minerals from time to time won from the said lands by the licensees and all such minerals as may require to be measured or weighed for the purpose of ascertaining the royalty payable under these presents shall be so measured or weighed. The licensees agree not to take away from the said lands any minerals so won until the same shall have been measured or weighed as the case may be. The licensees further agree to give 7 (Seven) days previous notice in writing to the Collector of every such measuring or weighing in order that he or some person on his behalf may be present thereat.

Pluggings  
of bore,  
hole,  
fencing,  
etc., and  
restoring  
the surface  
of land after  
determination  
or abandonment.

(15) Save in the case of land over which the licensees shall have been granted a mining lease, on or before the expiration or sooner determination of the licence, they shall, within six months next after the expiration or sooner determination of the licence or the date of abandonment of

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the undertaking, whichever shall first occur, securely plug any bore or hole and fill up or fence any holes or excavations that may have been made in the lands to such an extent as may be required by the Collector concerned and shall, to a like extent restore the surface of the land and all buildings thereon which may have been damaged or destroyed in the course of prospecting provided that the licensees shall not be required to restore the surface of the land, or any building in respect of which full and proper compensation has already been paid.

Removal of machinery, etc., after expiration, determination or abandonment.

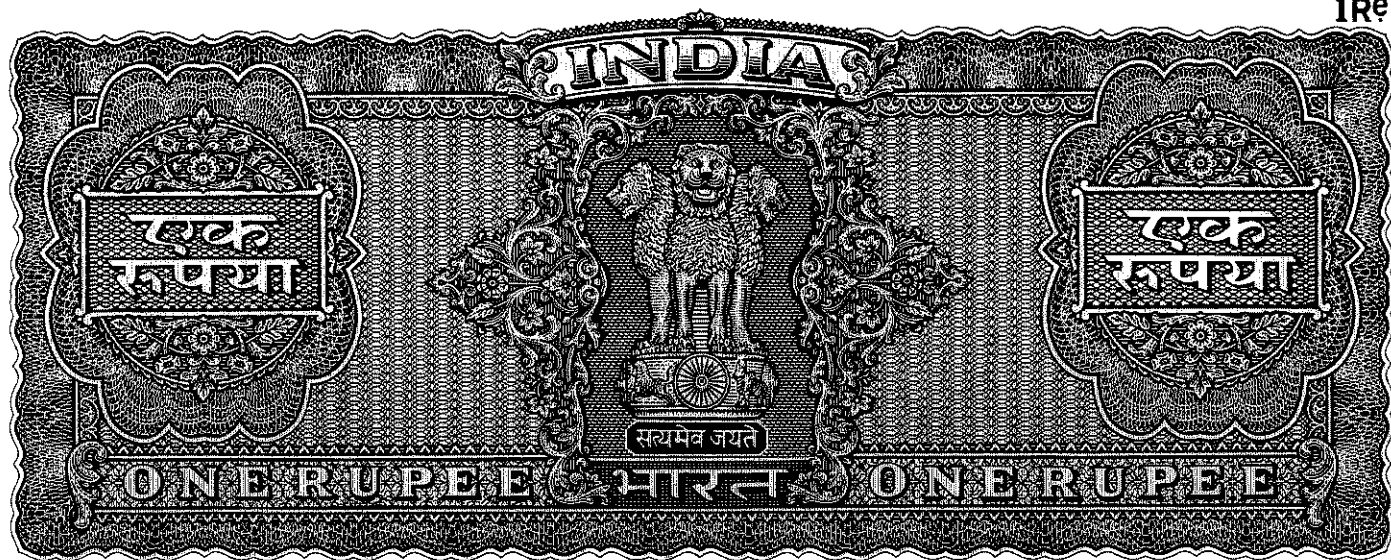
(16) Upon the expiration or sooner determination of this license or the abandonment of the operations hereby licensed, whichever shall first occur, the licensees shall remove expeditiously at their own cost all buildings, structures, plant, engines, machinery, implements, utensils and other property and effects theretofore, erected or brought by the licensees and then standing or being or being upon the said lands and also all minerals theretofore won by the licensees under the authority of these presents and then being upon the said lands PROVIDED that this covenant shall not apply to any part of the said lands which may be comprised in any mining lease granted to the licensees during the subsistence of this licence.

Report of work done before the refund of Security deposit.

(17) At any time before the said security deposit is returned to them or transferred to any other account or (within one month) after the expiration or sooner determination of the licence or abandonment of the operation whichever is earlier, the licensees shall submit to the State Government

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M. K. K. K.

COLLECTOR  
MALAHANDRA



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confidentially a full report of the work done by them and disclose all information acquired by them in the course of the operations carried on under this license regarding the geology and mineral resources of the area covered by the licence.

Report of information obtained by licensees.

(17-A) The licensee shall submit confidentially to the State Government a quarterly report of work done by him stating the number of persons engaged and disclosing the geological and geophysical and other valuable data collected by him during the period and also submit to the State Government within three months of the expiry of the licence or abandonment of the operations or determination of licence, whichever is earlier a full report of the work done by him and all other relevant information acquired by him in the course of prospecting operations in the area covered by the licence.

Employment of foreign nationals.

(18) The licensees shall not employ, in connection with the prospecting operation any person who is not an Indian National except with the previous approval of the Central Government.

Furnishing of Geophysical data.

(19) The licensees shall furnish:-  
 (a) all geophysical data relating to prospecting or engineering and ground water surveys, such as anomaly maps, sections, plans, structures, contour maps, logging, collected by them during the course of prospecting operations to the Director-General, Geological Survey of India, Calcutta and to the Director of Mining & Geology, Orissa, Bhubaneswar.

  
 COLLECTOR  
 BALAHANDI

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(b) all information pertaining to investigation of radio-active minerals collected by them during the course of prospecting operations to Secretary to the Department of Atomic Energy, New-Delhi and to the Director of Mining & Geology, Orissa, Bhubaneswar.

Data or information referred to above shall be furnished every year reckoned from the date of commencement of the period of the prospecting licence.

P A R T - III

POWERS OF THE GOVERNMENT

It is hereby agreed as follows:-

Cancellation  
of the  
licence  
and for-  
feiture  
of the  
deposit  
in case  
of breach  
of condi-  
tion.

(1) In the case of any breach of any condition of the licence by the licensees or his transferees or assignees, the State Government shall give a reasonable opportunity to the licensees of starting their case and where it is satisfied that the breach is such as cannot be remedied, on giving thirty days notice to the licensees or his transferees or assignees, determine the licence and/or forfeit the whole or any part of the said deposit of Rs. 75 00=00 deposited under the covenants in that behalf as the State Government may deem fit. In case the State Government considers the breach to be of a remediable nature, it shall give notice to the licensees or his transferees or assignees as the case may be requiring them to remedy the breach within thirty days from the date of receipt of the notice informing him of the penalty proposed to be inflicted if such remedy is not made within such period.

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SALAHANDA

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M. K. K. K.



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Application  
of security  
to payment  
of compen-  
sation.

(2) The State Government may from time to time appropriate and apply the said deposit of Rs. 7.5.00/- or any part thereof or any further sum deposited under any covenants in that behalf hereinforce contained in or towards payment or satisfaction of any claims to compensation which the Govt. has or may have against the licensees and/or which may be made by any person or persons against the licensees and/or the State Government in respect of any damage or injury, done by the licensees in exercise of any of the powers conferred by this licence and in or towards payment of any damages, costs or expenses which may become payable as the result of or in connection with any suits or proceedings, which may be instituted against the State Government in respect of any such damage or injury and also in or towards payment of the expenses of the carrying out or performance of any works or matter which the licensees shall fail to carry out or perform after the expiry or sooner determination of this licence or the abandonment of the operations hereby licensed in accordance with the covenants in that behalf herein before contained or in payment or satisfaction of any such claims, damages, costs and expenses.

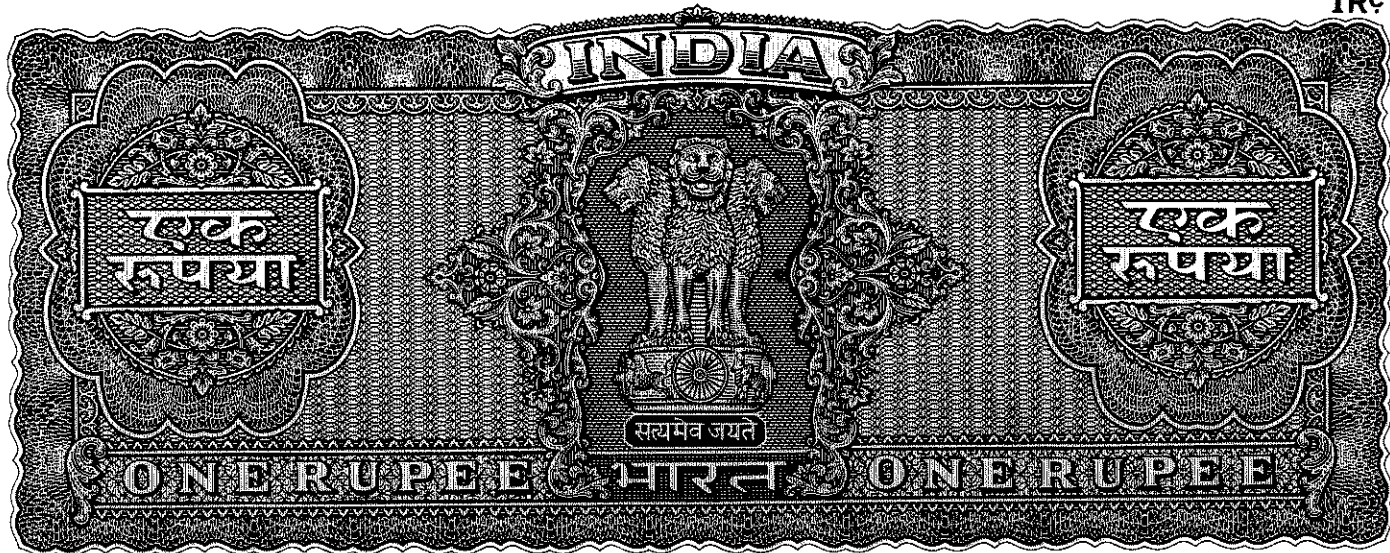
When the  
properties  
of licensees  
are not  
removed  
from the  
lands in  
time.

(3) If any buildings, structures, plant, engines, machinery implements, utensils or other property or effects or any minerals which ought to be removed by the licensees from the said lands, in accordance with the covenant in that behalf hereinbefore contained, be not so removed within one calendar month after notice in writing requiring their removal shall

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M. K. K. K.

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COLLECTOR  
RAJAHMUNDRAM



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have been given to the licensees by the State Government, the name shall be deemed to become the property of the State Government and may be sold or disposed of for the benefit of the State Government in such manner as the State Government shall deem fit, without any liability to pay any compensation or to account to the licensees in respect thereof.

Licensees  
to pay for  
work done  
on his  
behalf.

(4) If any of the works or matters which in accordance with the covenants in that behalf herein before contained are to be carried out or performed by the licensees, 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 licensees shall pay the State Government on demand all expenses which shall be incurred in such carrying out or performance of the same.

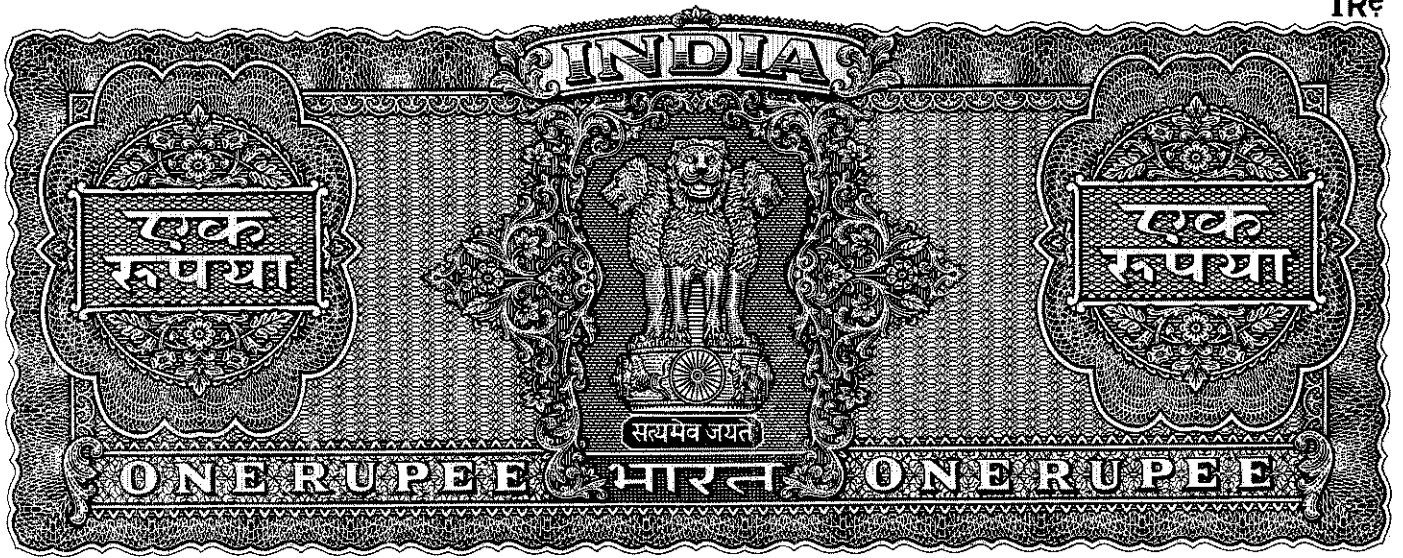
Right of  
pre-  
emption.

(5) (a) The State Government shall, from time to time and at all times during the said term, have the right (to be exercised by notice in writing to the licensees) of pre-emption of the said minerals (and/all products thereof) lying in or upon the said lands or elsewhere under the control of the licensees and the licensees shall with all possible expedition deliver all minerals or products or minerals purchased by the State Government under the power conferred by this provision in quantities at the time in manner and at the place specified in the notice exercising the said right.

(b) Should the right of pre-emption conferred by this present provision be exercised and a vessel chartered to carry the minerals or products thereof procured on behalf of the State Government or the Central Government be detained on demurrage at the port of loading, the licensees shall pay the amount due for demurrage according to the

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*M. Karadi*

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COLLECTOR  
KALAHANDI



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terms of the charter party of such vessel unless the State Government shall be satisfied that the delay is due to cause beyond the control of the licensees.

(c) The price to be paid for all minerals or products of minerals taken in pre-emption by the State Government in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption, PROVIDED THAT in order to assist in arriving at the said fair market price the licensees 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 thereof sold to other customers and of charters entered into for freight for carriage of the same and shall produce to such officer or officers as may be directed by the State Government original or authenticated copies of contracts and charter parties entered into or the sale of freightage 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 licensees forthwith take possession and control of the works plant machinery and premises of the licensees on or in connection with the said lands or the operation under this license and during such possession or control, the licensees shall conform to and obey all directions given by or on behalf of the Central or State Government regarding the use or employment of such works, plants premises and minerals; PROVIDED THAT fair compensation which

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*M. K. Reddy*

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COLLECTOR  
KALAHANDI



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shall be determined in default of agreement by the State Government shall be paid to the licensees for all loss or damage sustained by 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 may be necessary to give effect to the provisions of this clause.

P A R T - I V

RIGHTS OF LICENSEES

It is hereby further agreed as follows:-

(1) During the subsistence of this licence the licensees may, with the previous sanction of the State Government, transfer their licence or any right title or interest therein to a person who has filed an affidavit showing that he has filed up-to-date Income Tax returns paid income tax assessed on him and paid the income tax on the basis of self assessment as provide in the Income Tax Act, 1961 on payment of a fee of five hundred rupees.

Provided that the State Government shall not give its sanction unless -

(i) the licensees have furnished an affidavit alongwith their application for transfer of the prospecting licence specifying therein the amount that they have already taken or proposes to take as consideration from the transferee;

(ii) the transferer of the Prospecting licence is to be made to person or body directly undertaking prospecting operations;

Transfer  
of  
licence  
and fee  
payable.

COLLECTOR  
KALAHANDI.

FOR LARSEN & TOUBRO LTD.  
*N. K. Reddy*



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Preferential right of the licensees for obtaining mining lease.

(2) On or before the determination of the licence, the licensees shall have a preferential right for obtaining a mining lease in respect of whole or part of that land over any other person, provided that the State Government is satisfied that the licensees have not committed any breach of the terms and conditions of the prospecting licence has undertaken prospecting operations to establish mineral resources in such land and is otherwise a fit person for being granted the mining lease.

Extension of period of prospecting licence.

(3) If the licensees before the determination of this licence apply for the grant of a mining lease over the whole or any part of the said lands the period of this licence shall be further extended over that part of said land until his application for Mining lease is disposed of or deemed to have been refused under sub-rule (1) of sub-rule (3) as the case may be or rule 24 of the M.C. Rules, 1960 or any other law in force. No fee shall be payable in respect of any period so extended.

Refund of deposit.

(4) On such date within six calendar months after the determination of this licence as the State Government shall elect after compliance by the licensees of rule 16 of the Mineral Concession Rules, 1960, the amount then remaining in deposit with the State Government and not required to be applied to any of the purposes in Part III of these presents mentioned, shall be refunded to the licensees or if the licensees shall have obtained a mining lease over the said lands or any portion thereof, be retained at the credit of the licensees on account of the fees, rents and royalties to become payable under such lease. The amount shall in no case carry any interest whatsoever.

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M. K. K. K.

M. K. K. K.  
COLLECTOR  
SALAHANDE



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P A R T - V

GENERAL PROVISIONS

It is lastly agreed as follows:-

Acquisition of land and compensation thereof.

(1) If after receipt of an offer of compensation for any damage which is likely to arise from the proposed operation of the licensees, the occupier of the surface of any part of said lands shall refuse his consent to the exercise of the rights and powers reserved to the State Government and granted by this licence, the licensees shall report the matter to the State Government and shall deposit with it the amount offered as compensation and if the State Government is satisfied that the amount of compensation is reasonable or if it is not so satisfied and the licensees shall have deposited with it such further amount as the State Government may consider reasonable, the State Government shall order the occupier to allow the licensees to enter upon the said land and carry out such operations as may be necessary for the purpose of the licence. In assessing the amount of such compensation the State Government shall be guided by the Principles of the Land Acquisition Act.

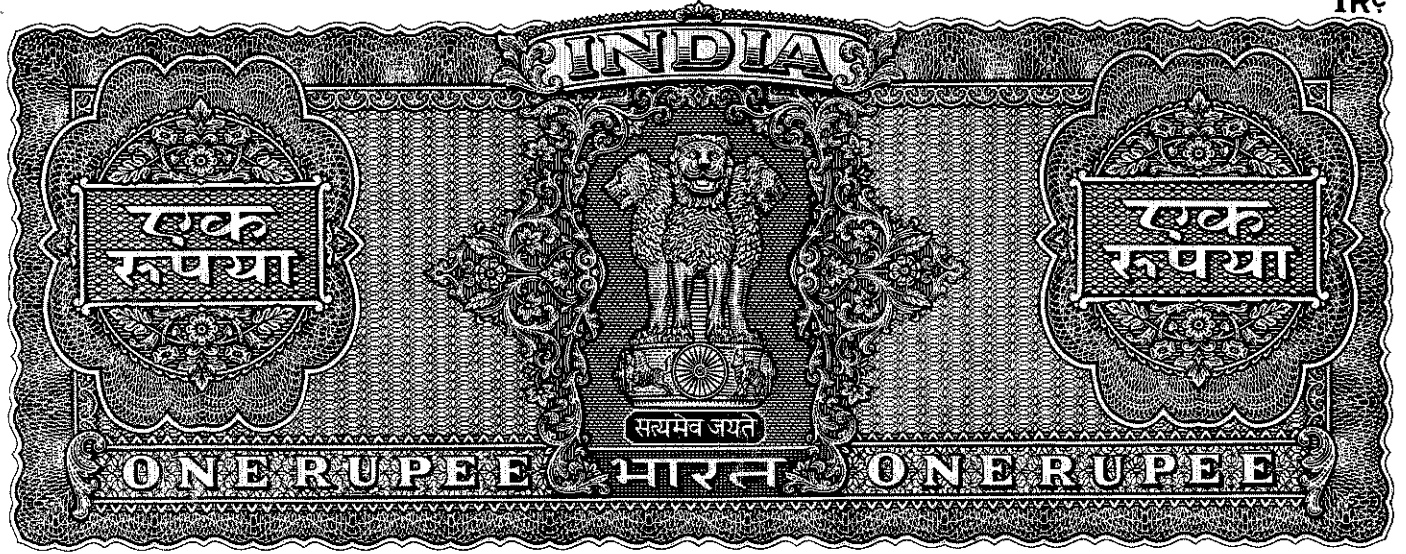
Delay in fulfilment of the terms of licence due to force measure.

(2) Failure on the part of the licensees to fulfil any of the terms and conditions of this licence shall not give the State Government any claim against them or be deemed a breach of the licence in so far as such failure is considered by the State Government to arise from force measure. If the fulfilment of the licensees of any of the terms and conditions of this licence be delayed from force measure the period of such delay shall be added to the period fixed by this licence.

COLLECTOR  
HALAKIANDI

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M. K. K. K.



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The expression force measure means act of God, war, insurrection, riot, civil commotion, strike, tide, tidal wave, storm, flood, lightening, explosion, fire, earthquake and any other happening which the licensees could not reasonably prevent or control.

Service of notices.

(3) Every notice required to be given to the licensees shall be given in writing to such person as the licensees may appoint for the purpose of receiving such notices or if no such appointment is made then the notice shall be sent to the licensees by registered post addressed to them at the address shown in their application for the licence or at such other address in India as they designate from time to time, and every such service shall be deemed to be proper and valid service upon the licensees and shall not be questioned or challenged by them.

Discovery of new minerals.

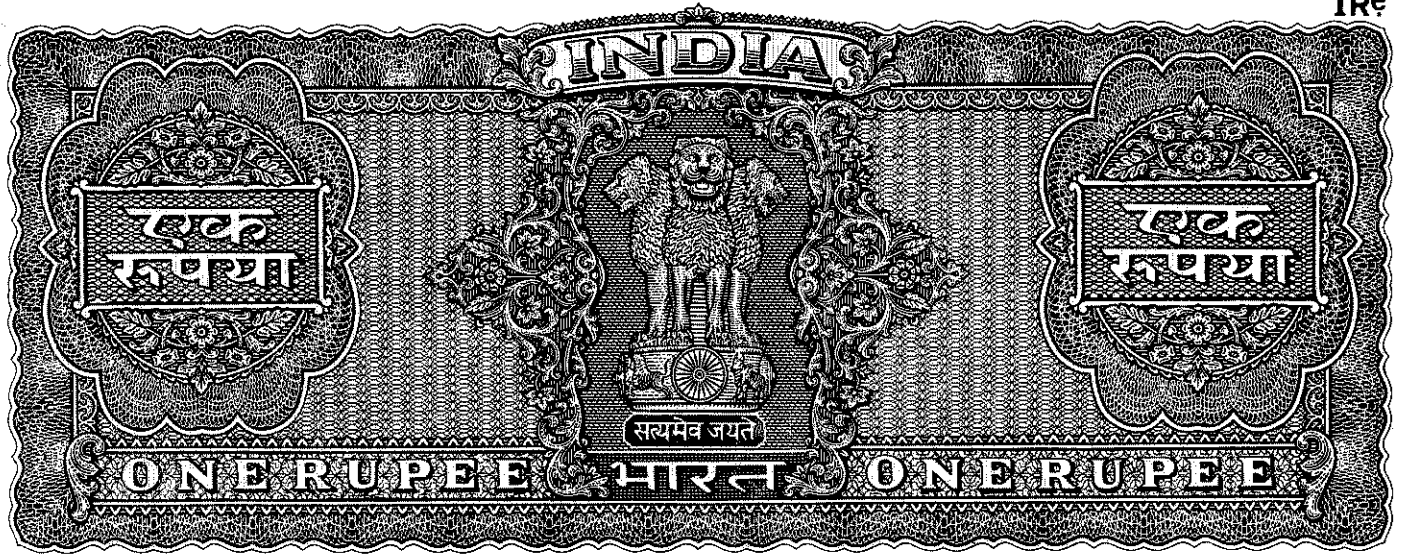
(4) The licensees shall report to the State Government the discovery of any mineral not specified in the licence within a period of sixty days from the date of such discovery and shall not undertake any prospecting operations in respect of such mineral unless such mineral is included in the licence.

Immunity of State Govt. from liability to pay compensation.

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

MG  
COLLECTOR  
KALAHANDI

FOR LARSEN & TOUBRO LTD.  
M. Kapadia



-: 20 :-

6. The licence deed is executed at Bhawanipatna the capital town of the State of Orissa and subject to the provision of Article 226 of the constitution of India, it is hereby agreed upon by the licensees and the State Government that in the event of any dispute in relation to the area under prospecting licence conditions of the licence deed and in respect of all matters touching the relationship of the licensees and the State Government suits or petitions shall be filed in the Civil Court at Bhawanipatna and it is hereby expressly agreed that neither party shall file a suit or appeal bring any actions at any place other than the Court's named above.

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

FOR LARSEN & TOUBRO LTD.  
Signed by the Licensees  
above named.

*M. K. K. K.*  
(ATTORNEY HOLDER)

In Presence of Witnesses:

1. *W. J. J.* Asst. Manager.  
Larsen & Toubro Ltd  
8/10/93  
Rayagada.

2. *S. S. S.* Sr. Asst. Secy.  
D-2/7, M.I. Colony,  
UNIT IX, ELATS  
BANDHANWARI

Typed by me.  
*M. K. K. K.*

*M. K. K. K.*  
COLLECTOR 8/10/93

Signed ~~KALAHANDI~~ Collector,  
Kalahandi for and on behalf  
of the Governor of Orissa.

In Presence of Witnesses:

1. *M. K. K. K.*  
Mining Officer,  
Kalahandi Circle, Bhawanipatna

2. *A. J. J.*  
Senior Clerk  
Mining Office, Kalahandi



--: 21 :-

SCHEDULE- 'A'

THE LAND COVERED BY THE LICENCE

All that tract of lands situated at Villages Chulbari, Uparambapadar, Jurukabandel, Taramundi and Tijamali Dongar area in the Registration District of Kalahandi, Sub-District: Phawanipatna and Thana:-Thuamul Rampur bearing cadastral Survey No. 226, 224, 258, <sup>259</sup> and 228 respectively and containing an area of 3583.020 Acres or 1450.000 Hectares or thereabouts delineated on the plan hereto annexed and bounded as follows: *It is under the jurisdiction of Sub. Register office, Thuamul Rampur.*

BOUNDARY DESCRIPTION

REFERENCE POINT:

The starting point 'A' is situated with a magnetic bearing of  $274^{\circ}-30'-00''$  and at a distance of 8956 feet or 2700 metres from the Hill peak point of 1216 metres.

NORTH-EASTERN BOUNDARY: Starts from station point 'A' and runs upto station point 'B' through station point A/1 to A/19 with a magnetic bearing of  $53^{\circ}-30'$  and at a distance of 18860 feet or 5748.520 metres.

EASTERN BOUNDARY:- Starts from station Point 'B' and runs upto station point 'C' through intermediate station point B<sub>1</sub> to B<sub>27</sub> making an included angle  $65^{\circ}-00'$  at station point 'B' and for a distance of 24272 feet or 7398.10 metres.

SOUTH-WESTERN BOUNDARY:- Starts from station point 'C' and runs upto station point 'D' through intermediate station point C<sub>1</sub> to C<sub>4</sub>, making an included angle  $55^{\circ}-00'$  at station point 'C' and for a distance of 3540 feet or 1078.99 metres.

*[Signature]*  
COLLECTOR  
KALAHANDI.

FOR LARSEN & TOUBRO LTD  
*M. K. K. K.*



-: 22 :-

WESTERN BOUNDARY:- Starts from station point 'D' and runs upto starting station point 'A' through the intermediate station point  $D_1$  to  $D_{30}$  as follows:-

| STATION POINT.                   | INCLUDED ANGLES. | DISTANCE IN |         |
|----------------------------------|------------------|-------------|---------|
|                                  |                  | FEET.       | METRE.  |
| D-D <sub>1</sub>                 | 63°-30'          | 245.00      | 74.676  |
| D <sub>1</sub> -D <sub>2</sub>   | 158°-30'         | 710.00      | 216.408 |
| D <sub>2</sub> -D <sub>3</sub>   | 272°-00'         | 850.00      | 259.080 |
| D <sub>3</sub> -D <sub>4</sub>   | 195°-30'         | 1125.00     | 342.900 |
| D <sub>4</sub> -D <sub>5</sub>   | 174°-00'         | 1965.00     | 598.932 |
| D <sub>5</sub> -D <sub>6</sub>   | 191°-00'         | 1180.00     | 359.664 |
| D <sub>6</sub> -D <sub>7</sub>   | 215°00'          | 550.00      | 167.640 |
| D <sub>7</sub> -D <sub>8</sub>   | 157°-00'         | 770.00      | 234.696 |
| D <sub>8</sub> -D <sub>9</sub>   | 152°-00'         | 465.00      | 141.732 |
| D <sub>9</sub> -D <sub>10</sub>  | 190°-00'         | 1605.00     | 489.204 |
| D <sub>10</sub> -D <sub>11</sub> | 195°-00'         | 1690.00     | 515.112 |
| D <sub>11</sub> -D <sub>12</sub> | 169°-00'         | 795.00      | 242.316 |
| D <sub>12</sub> -D <sub>13</sub> | 168°-00'         | 655.00      | 199.644 |
| D <sub>13</sub> -D <sub>14</sub> | 172°-00'         | 500.00      | 152.000 |
| D <sub>14</sub> -D <sub>15</sub> | 203°-00'         | 680.00      | 207.264 |
| D <sub>15</sub> -D <sub>16</sub> | 204°-30'         | 380.00      | 115.824 |
| D <sub>16</sub> -D <sub>17</sub> | 204°-00'         | 770.00      | 234.696 |
| D <sub>17</sub> -D <sub>18</sub> | 193°-30'         | 580.00      | 176.784 |
| D <sub>18</sub> -D <sub>19</sub> | 195°-30'         | 810.00      | 246.88  |
| D <sub>19</sub> -D <sub>20</sub> | 194°-00'         | 655.00      | 199.644 |
| D <sub>20</sub> -D <sub>21</sub> | 195°-00'         | 575.00      | 175.260 |
| D <sub>21</sub> -D <sub>22</sub> | 195°-00'         | 515.00      | 156.972 |
| D <sub>22</sub> -D <sub>23</sub> | 215°-00'         | 360.00      | 109.728 |

FOR LARSEN &amp; TOUBRO LTD

M. K. K. K.

  
COLLECTOR  
BALAHANDI



| STATION POINT.                   | INCLUDED ANGLES. | DISTANCE IN |         |
|----------------------------------|------------------|-------------|---------|
|                                  |                  | FEET.       | METRE.  |
| D <sub>23</sub> -D <sub>24</sub> | 133°-00'         | 1275.00     | 388.620 |
| D <sub>24</sub> -D <sub>25</sub> | 122°-00'         | 1025.00     | 312.420 |
| D <sub>25</sub> -D <sub>26</sub> | 140°-00'         | 1585.00     | 483.108 |
| D <sub>26</sub> -D <sub>27</sub> | 184°-00'         | 220.00      | 67.050  |
| D <sub>27</sub> -D <sub>28</sub> | 159°-00'         | 210.00      | 64.008  |
| D <sub>28</sub> -D <sub>29</sub> | 191°-00'         | 1455.00     | 443.484 |
| D <sub>29</sub> -D <sub>30</sub> | 190°-00'         | 1815.00     | 553.212 |
| D <sub>30</sub> -A               | 190°-00'         | 1275.00     | 388.620 |

Lastly it makes included angle 79°-00' at station point 'A' and closes the traverse covering an area of 3533.020 Acres or 1450.000 Hectares.

SCHEDULE OF LANDS

VILLAGE: CHULBARI NO.226 P.S. TH. RAMPUR.

| KHATA NO. | PLOT NOS. | NAME OF THE TENANTS. | KISSAM.     | AREA IN ACRES. |
|-----------|-----------|----------------------|-------------|----------------|
| 3 ✓       | 195 ✓     | Kamlu Majhi          | Ghara       | 0.02 ✓         |
| 9 ✓       | 189 ✓     | Baman Majhi          | Attaramuli  | 0.68 ✓         |
| 9 ✓       | 190 ✓     | -do-                 | Bahalpani.  | 0.35 ✓         |
| 9 ✓       | 192 ✓     | -do-                 | -do-        | 0.20 ✓         |
| 9 ✓       | 193 ✓     | -do-                 | Attamamuli. | 0.79 ✓         |
| 9 ✓       | 194 ✓     | -do-                 | Ghara       | 0.02 ✓         |
| 9 ✓       | 196 ✓     | -do-                 | Ataunhari.  | 0.78 ✓         |
| 9 ✓       | 198 ✓     | -do-                 | Bahalpani.  | 0.67 ✓         |
| 28 ✓      | 191 ✓     | Jalchar              | Nala        | 0.22 ✓         |
| 28 ✓      | 197 ✓     | -do-                 | -do-        | 0.28 ✓         |
|           |           |                      | Total:      | 4.01           |

FOR LARSEN & TOUBRO LTD  
*M. K. K. K.*

*219*  
 COLLECTOR  
 RAJAHMUNDRAM



-: 24 :-

VILLAGE: UPARAMBAPADAR NO.224, P.S. TH.RAMPUR

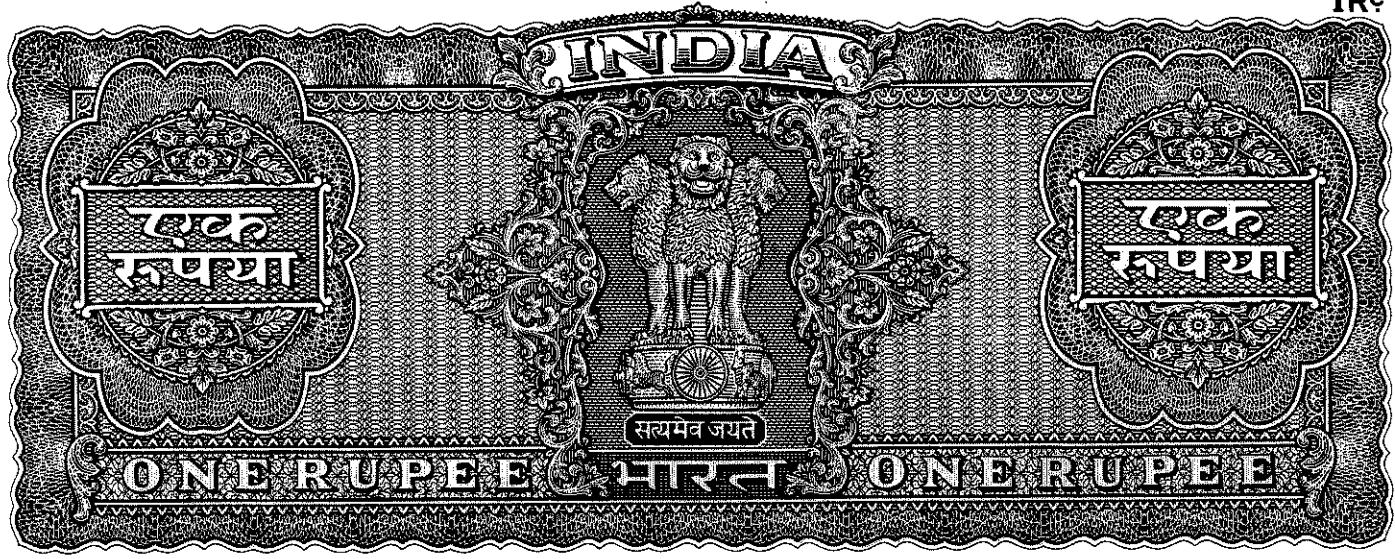
KHATA NO. PLOT NO. NAME OF THE TENANTS. KISSAM. AREA IN ACRES.

| KHATA NO. | PLOT NO. | NAME OF THE TENANTS. | KISSAM.     | AREA IN ACRES. |
|-----------|----------|----------------------|-------------|----------------|
| 1 ✓       | 14 ✓     | Potaru Majhi         | Bernamamuli | 0.33 ✓         |
| 1 ✓       | 17 ✓     | -do-                 | Attamamuli  | 0.21 ✓         |
| 1 ✓       | 18 ✓     | -do-                 | -do-        | 0.53 ✓         |
| 1 ✓       | 19 ✓     | -do-                 | Attaunhari  | 0.27 ✓         |
| 1 ✓       | 22 ✓     | -do-                 | Bernapani   | 0.77 ✓         |
| 1 ✓       | 28 ✓     | -do-                 | Attamamuli  | 0.56 ✓         |
| 1 ✓       | 39 ✓     | -do-                 | Barimamuli  | 0.15 ✓         |
| 1 ✓       | 42 ✓     | -do-                 | -do-        | 0.34 ✓         |
| 1 ✓       | 44 ✓     | -do-                 | Ghara       | 0.02 ✓         |
| 1 ✓       | 49 ✓     | -do-                 | Attakhari   | 0.21 ✓         |
| 2 ✓       | 9 ✓      | Manganu Majhi        | Attamamuli  | 0.59 ✓         |
| 2 ✓       | 10 ✓     | -do-                 | Bernapani   | 0.17 ✓         |
| 2 ✓       | 11 ✓     | -do-                 | -do-        | 0.22 ✓         |
| 2 ✓       | 15 ✓     | -do-                 | Attamamuli  | 0.45 ✓         |
| 2 ✓       | 26 ✓     | -do-                 | Attaunhari  | 1.08 ✓         |
| 2 ✓       | 36 ✓     | -do-                 | Attamamuli  | 0.59 ✓         |
| 2 ✓       | 38 ✓     | -do-                 | Barimamuli  | 0.17 ✓         |
| 2 ✓       | 45 ✓     | -do-                 | Ghara       | 0.05 ✓         |
| 2 ✓       | 50 ✓     | -do-                 | Attakhari   | 0.21 ✓         |
| 3 ✓       | 13 ✓     | Rapia Majhi          | Bernamamuli | 0.30 ✓         |
| 3 ✓       | 21 ✓     | -do-                 | Bernapani   | 0.25 ✓         |
| 3 ✓       | 29 ✓     | -do-                 | Attakhari   | 0.32 ✓         |
| 3 ✓       | 34 ✓     | -do-                 | Bernapani   | 0.62 ✓         |
| 3 ✓       | 40 ✓     | -do-                 | Barimamuli  | 0.22 ✓         |
| 3 ✓       | 46 ✓     | -do-                 | Ghara       | 0.03 ✓         |

FOR LARSEN &amp; TOUBRO LTD

M. K. K. K.

COLLECTOR  
KALAZIANDI



-: 25 :-

-----  
 KHATA NO. PLOT NO. NAME OF THE TENANTS. KISSAM. AREA IN ACRES.  
 -----

|        |      |                |              |             |
|--------|------|----------------|--------------|-------------|
| 4 ✓    | 23 ✓ | Rabanu Majhi   | Bernapani    | 0.37 ✓      |
| 4 ✓    | 41 ✓ | -do-           | Barimamuli   | 0.35 ✓      |
| 4 ✓    | 43 ✓ | -do-           | -do-         | 0.13 ✓      |
| 5 ✓    | 8 ✓  | Jalchar        | Nala         | 1.02 Part ✓ |
| 5 ✓    | 12 ✓ | -do-           | -do-         | 0.44 ✓      |
| 5 ✓    | 15 ✓ | -do-           | -do-         | 0.67 ✓      |
| 5 ✓    | 20 ✓ | -do-           | -do-         | 0.12 ✓      |
| 5 ✓    | 24 ✓ | -do-           | -do-         | 0.12 ✓      |
| 5 ✓    | 33 ✓ | -do-           | -do-         | 0.21 ✓      |
| 5 ✓    | 35 ✓ | -do-           | -do-         | 1.23 ✓      |
| 5 ✓    | 54 ✓ | -do-           | -do-         | 0.42 ✓      |
| 6 ✓    | 27 ✓ | Sarbasadherana | Bijesthali   | 0.17 ✓      |
| 6 ✓    | 31 ✓ | -do-           | Rasta        | 0.52 ✓      |
| 6 ✓    | 47 ✓ | -do-           | Chare        | 0.01 ✓      |
| 6 ✓    | 49 ✓ | -do-           | Rasta        | 0.10 ✓      |
| 7 ✓    | 26 ✓ | A.J.A.         | PatraJungle. | 0.53 ✓      |
| 7 ✓    | 30 ✓ | -do-           | Chaspadia    | 1.26 ✓      |
| 7 ✓    | 32 ✓ | -do-           | PatraJungle  | 0.23 ✓      |
| 7 ✓    | 37 ✓ | -do-           | -do-         | 0.51 ✓      |
| Total: |      |                |              | 17.07 ✓     |

VELLAGE: JURKAPANDEI NO. 259, P.S. TH. PAMPUR

|   |   |            |            |      |
|---|---|------------|------------|------|
| 1 | 1 | Kala Majhi | Attamamuli | 0.57 |
| 1 | 3 | -do-       | Malamamuli | 1.07 |
| 1 | 6 | -do-       | Bernapani  | 1.01 |
| 1 | 7 | -do-       | Malapani   | 0.14 |

*[Signature]*  
 COLLECTOR  
 MALASANDA

L. R. LARSEN & TOUBRO LTD.  
*M. K. Kapadi*



-: 26 :-

| KHATA NO. | PLOT NO. | NAME OF THE TENANTS. | KISSAM.       | AREA IN ACRES. |
|-----------|----------|----------------------|---------------|----------------|
| 1         | 8        | Kala Majhi           | Attamamuli    | 0.65           |
| 1         | 15       | -do-                 | Malamamuli    | 0.97           |
| 1         | 64       | -do-                 | Behalpani     | 0.57           |
| 16        | 4        | Jalchar              | Kala          | 2.16           |
| 16        | 14       | -do-                 | -do-          | 0.67           |
| 16        | 63       | -do-                 | -do-          | 0.38           |
| 18        | 5        | Anabadi              | Bagicha       | 0.04           |
| 19        | 2        | A.J.A.               | Patra Jungle. | 0.53           |
| 19        | 9        | -do-                 | -do-          | 0.49           |
| 19        | 11       | -do-                 | -do-          | 1.02           |
|           |          |                      |               | Total: 10.30   |

VILLAGE: TARAMUNDI NO. 259, P.S. TH. RAMPUR.

|   |   |                |             |              |
|---|---|----------------|-------------|--------------|
| 1 | 2 | Kala Majhi     | Bernamamuli | 0.37         |
| 1 | 3 | -do-           | Bernapani   | 2.42         |
| 1 | 4 | -do-           | Behalpani   | 1.75         |
| 1 | 5 | -do-           | Attamamuli  | 4.19         |
| 2 | 1 | Jalchar        | Kala        | 1.02 Part    |
| 2 | 7 | -do-           | -do-        | 0.31 Part    |
| 3 | 6 | Sarbasadharana | Bijesthali  | 0.03         |
|   |   |                |             | Total: 10.09 |

VILLAGE: TIJAMALI NO. 328, P.S. TH. PAKTUR.

|   |    |              |            |      |
|---|----|--------------|------------|------|
| 1 | 12 | Guru Majhi   | Ghara      | 0.02 |
| 2 | 14 | -do-         | Barimamuli | 0.46 |
| 1 | 15 | -do-         | Attaunhari | 0.78 |
| 2 | 3  | Phagun Majhi | Malmamuli  | 0.26 |
| 2 | 8  | -do-         | Attaunhari | 0.57 |
| 2 | 9  | -do-         | Barimamuli | 0.97 |
| 2 | 13 | -do-         | Ghara      | 0.02 |

FOR LARSEN & TOUBRO LTD  
*M. K. K. K.*

*Y. G.*  
 COLLECTOR  
 KALAHANDI



-: 27. :-

-----  
 KHATA NO. PLOT NO. NAME OF THE TENANTS. KISSAM. AREA IN ACRES.  
 -----

| Khata No. | Plot No. | Name of the Tenants | Kissam      | Area in Acres |
|-----------|----------|---------------------|-------------|---------------|
| 2         | 18       | Phagun Majhi        | Malmamuli   | 0.29          |
| 2         | 19       | -do-                | Attaunhari  | 1.36          |
| 2         | 24       | -do-                | -do-        | 9.25          |
| 2         | 22       | -do-                | Attamamuli  | 3.00          |
| 3         | 2        | Mala Majhi          | Malmamuli   | 1.05          |
| 3         | 4        | -do-                | Attamamuli  | 1.36          |
| 3         | 6        | -do-                | Attaunhari  | 0.66          |
| 3         | 10       | -do-                | Barimamuli  | 3.08          |
| 3         | 11       | -do-                | Chara       | 0.04          |
| 3         | 20       | -do-                | Malmamuli   | 0.34          |
| 3         | 21       | -do-                | Attaunhari  | 4.78          |
| 3         | 23       | -do-                | Malmamuli   | 0.70          |
| 3         | 25       | -do-                | Attaunhari  | 2.23          |
| 4         | 16       | Sarbasedharana      | Pasta       | 0.16          |
| 4         | 17       | -do-                | Bijesthali  | 0.10          |
| 5         | 1        | A.J.A.              | Ghasapadia  | 52.00         |
| 5         | 5        | -do-                | Patrajungle | 3.88          |
| 5         | 7        | -do-                | Ghasapadia  | 1.75          |
| 5         | 26       | -do-                | Patrajungle | 5.45          |
| Total:    |          |                     |             | 94.65         |

*[Signature]*  
 COLLECTOR  
 KALAHANDI

FOR LAFGEN & TOURRO LTD.  
*Ki Kapedi*



-: 28 :-

A B S T R A C T S

| <u>VILLAGE</u>           | <u>AREA IN ACRES</u> |
|--------------------------|----------------------|
| 1. Chulibari             | 4.01                 |
| 2. Uparampadar           | 17.07                |
| 3. Jurkabandel           | 10.30                |
| 4. Taramundi             | 94.56                |
| Total:                   | 136.13               |
| Dongar & Unsurveyed area | 3446.89              |
| Grand Total:             | 3583.020 Acres       |
|                          | or                   |
|                          | 1450.000 Hectares.   |

hereinafter referred to as "the said lands".

SCHEDULE-'B'PROSPECTING FEE

Prospecting fee amounting to Rs. 7,250.50 (Rupees. .  
*Seven thousand two hundred fifty.*) only has been paid  
 in advance for the first year of the licence and Prospecting  
 fee for the Second year of the licence should be paid in  
 advance on the expiry of first year of the licence at the  
 Government Treasury, Bhawanipatna and original challan  
 submitted to the Collector, Kalahandi.

*[Signature]*  
 COLLECTOR  
 KALAHANDI

LARSEN & TOUBRO LTD,  
*K. K. K. K.*



-: 29 :-

SCHEDULE-'C'

ROYALTY

1. Rate of royalty on minerals shall be in accordance with the Second Schedule to the Mines & Minerals (R&D) Act, 1957.

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

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

The licensees shall, before despatch, whether the ore has been sold at site or not, or before beneficiation shall grade the ore into such qualities as may be prescribed by the State Government and every consignments despatched or sent for beneficiation shall not contain ore of more than one such grade. The licensees shall produce evidence of each consignment despatched or sold or beneficiated by laboratory recognised in the trade for such analysis within two months of the despatch or beneficiation and such analysis

*[Signature]*  
INSPECTOR  
RAJAHMUNDRAM

FOR LARSEN & TOUBRO LTD.

*[Signature]*



-: 30 :-

report which shall contain analysis of the various factors which the State Government may specify in this behalf shall be taken subject to the following proviso as the quality report for assessing quality of the ore; PROVIDED that the lessor may take out samples of the ore despatched or beneficiated and get the same analysed through a recognised ANALYST and in case such ANALYST discloses a more favourable quality for the lessor, adopt such quality for computation of the said royalty and in addition, if such analysis report discloses a difference of one per cent or more in the quality of high grade ore, or two percent or more in the case of low grade ore, the cost of such analysis by the lessor shall also be recoverable from the licensees.

(b) Royalty in respect of *pausite* in excess 10. to one (permitted free of royalty) shall be paid at such rates as may be fixed when the ore is removed. The sum due shall be deposited in the District Treasury, Kalahandi and challan submitted to the Collector, Kalahandi before removal of the ore.

Signed by the Licensees  
above named.

*M. K. Kapeda*

*[Signature]*  
COLLECTOR  
KALAHANDI

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



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CORRECTION SLIPPage No.   Line.

|                |                      |   |                |                      |          |       |
|----------------|----------------------|---|----------------|----------------------|----------|-------|
| 21             | 7                    | Cadestral Survey No.259 is inserted<br>after 258  |                |                      |          |       |
| 28             | 6                    | Area of Village Taramundi may be read as<br>10.09 Acres<br>After Line 6 one more line may be inserted<br>as   |                |                      |          |       |
|                |                      | <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;"><u>Village</u></td> <td style="text-align: center;"><u>Area in Acres</u></td> </tr> <tr> <td style="text-align: center;">Tijamali</td> <td style="text-align: center;">94.66</td> </tr> </table> | <u>Village</u> | <u>Area in Acres</u> | Tijamali | 94.66 |
| <u>Village</u> | <u>Area in Acres</u> |   |                |                      |          |       |
| Tijamali       | 94.66                |   |                |                      |          |       |

FOR LARSEN &amp; TOUBRO LTD

Signed by the Licensees  
above named.

*H. K. K. K.*

*2/8/23*  
COLLECTOR

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