



अरुणाचल प्रदेश ARUNACHAL PRADESH

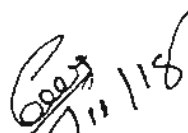
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PETROLEUM MINING LEASE DEED Ningru Mining Lease (427.058 sqkm)

This indenture made this 5th day of November, 2018 between the Governor, Arunachal Pradesh (hereinafter referred to as "the State Government" which expression shall where the context so admits be deemed to include his successors and assigns) represented by its Secretary (Geology & Mining) of the first part and OIL INDIA LIMITED (A Government of India Enterprise), a Company incorporated under the Companies Act, 1956 and having its registered office at Duliajan in the Dist. of Dibrugarh in the State of Assam (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 Lessee in accordance with the Petroleum and Natural Gas Rules, 1959 (hereinafter referred to as 'the said Rules') made under the Oilfields (Regulation and Development) Act, 1948 has applied for a Petroleum Mining Lease in respect of the lands described in Part-I of the Schedule hereunder written and delineated in the plan hereto annexed (hereinafter referred to as " the said lands")

AND WHEREAS the Lessee has deposited with the State Government the sum of Rs. 50,000/- (Rupees Fifty Thousand only) as initial lease fee and the sum of Rs. 30,000/- (Rupees Thirty Thousand only) for meeting the preliminary expenses for grant of said lease and the sum of Rs. 2, 80,000/- (Rupees Two Lakh Eighty Thousand only) as security for due observance of the terms and conditions of the lease.


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AND WHEREAS the State Government with the approval of the Central Government has agreed to grant the said lease to Oil India Limited hereinafter referred to as the "Lessee" NOW THIS INSTRUMENT WITNESSETH that in consideration of the rents, royalties, covenants and agreements by and in these presents and the hereunto annexed Schedule reserved and contained and on the part of the Lessee to be paid observed and performed the State Government with the approval of the Central Government hereby grants and demises unto the Lessee all those collections, deposits or reservoirs containing or supposed to contain PETROLEUM AND/OR NATURAL GAS which can be developed and worked by means of wells, shafts or borings sunk or made in or under the lands which are referred to in Part I of the said Schedule together with the liberties, powers and privileges to be exercised or enjoyed in connection therewith which are mentioned in Part II of the said Schedule subject to the restrictions and conditions as to the exercise and enjoyment of such liberties, powers and privileges which are mentioned in Part III of the said Schedule Except and Reserving out of this demise unto the State Government the liberties, powers and privileges mentioned in Part IV of the said schedule TO HOLD the premises hereby granted and demised unto the Lessee from the day of 27th November'2003 for the term of 20 (twenty) years thence next ensuing, yielding and paying therefore unto the State Government the several rents and royalties mentioned in Part V of the said Schedule at the respective times therein specified subject to the provisions contained in Part VI of the said Schedule and the Lessee hereby covenants with the State Government as in Part VII of the said Schedule is expressed and the State Government hereby covenants with the Lessee as in Part VIII of the said Schedule so expressed AND it is hereby mutually agreed between the State Government and the Lessee hereto as in Part IX of the said Schedule is expressed.

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IN WITNESS whereof the parties hereto have set their hands the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

PART-I

The Area of this Lease


Location and area of the lease All that area of lands situated at Ningru Block (Description of area or areas) in Arunachal Pradesh, falling partly in the district of Changlang & partly in the district of Namsai (erstwhile Lohit District) containing an area of 427.058 Sq.Km (originally proposed 540.668 sq.km.) or thereabout delineated on the plan hereto annexed and thereon coloured red and green and fully described in the annexure attached and bounded as follows :


North Block :

Area : 328.5502 Sq.km.

Boundary : The boundary area of the North Block is bounded by the points I, J, K, L, M, N, P, Q, R, S, T, U, V, N1, N8

Note : V-N1 follows Namsai and Changlang District Boundaries


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South Block :

Area : 98.5078 Sq.km.

Boundary : The boundary area of the South Block is bounded by the points A,B,C,D,E,N7,N6,X,Y,Z,Z1,Z2,D1, C1,B1 and block II: Z2,Z3,B,A,D1

Note : Z2-Z3 follows Assam-Arunachal border.

Forest Area : Total Forest Area in Ningru PML is 411.43 sq.km. spreading in 2(two) Forest Divisions-Namsai Division (197.2713 sq.km.) and Nampong Division (214.1587 sq.km.)

Non Forest Area : Total non-forest area is 15.628 sq.km. (inclusive of De-reserved area).


District wise Break-up : The Ningru PML area is falling in two districts - Namsai District and Changlang District.

The District wise area break up are -

Namsai District : 197.2713 sq.km.

Changlang District : 229.7867 sq.km.

hereinafter referred to as "the said lands"...


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COORDINATES OF NINGRU PML BLOCK

NORTH BLOCK							
Sl. No.	Point No.	Latitude			Longitude		
1	I	27	34	20	96	7	45
2	J	27	32	50	96	5	45
3	K	27	29	40	95	59	30
4	L	27	31	20	95	58	0
5	M	27	34	30	96	1	10
6	N	27	36	20	96	0	25
7	P	27	44	0	95	55	10
8	Q	27	45	0	95	58	50
9	R	27	40	5	96	2	10
10	S	27	41	5	96	5	20
11	T	27	37	0	96	8	45
12	U	27	34	40	96	14	35
13	V	27	33	50	96	15	30
14	N1	27	35	39	96	12	24
15	N8	27	31	57	96	10	52
V-N1 follows Namsai and Changlang District Boundaries, Sub total Area: 328.5502 Sq.km.							

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SOUTH BLOCK

Sl. No.	Point No.	Latitude			Longitude		
1	A	27	24	31	96	1	13
2	B	27	25	40	96	1	35
3	C	27	27	50	96	5	45
4	D	27	26	30	96	6	25
5	E	27	26	35	96	8	0
6	N7	27	27	32	96	9	44
7	N6	27	27	05	96	9	48
8	X	27	27	10	96	15	20
9	Y	27	24	40	96	9	15
10	Z	27	25	0	96	6	30
11	Z1	27	21	40	96	3	20
12	Z2	27	23	0	96	0	10
13	D1	27	23	1	96	1	13
14	C1	27	23	1	96	3	22
15	B1	27	24	31	96	3	22
BLOCK II							
1	Z2	27	23	0	96	0	10
2	Z3	27	25	50	95	58	0
3	B	27	25	40	96	1	35
4	A	27	24	31	96	1	13
5	D1	27	23	1	96	1	13

Z2-Z3 follows Assam-Arunachal Border, Sub total Area : 98.5078 Sq.km.

Total Revised PML Area : 427.058 Sq.km.


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PART II

Liberties, Powers and Privileges to be exercised and enjoyed by the Lessee subject to the restrictions and conditions in Part III

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|---|--|
| To enter upon land and search, win, work etc. | 1. Liberty and power at all times during the term hereby demised to enter upon the said lands, to conduct mining operations for petroleum and natural gas and to search for, mine, bore, dig, drill for, win, work and extract any quantity petroleum and/or natural gas and to carry away the said petroleum and natural gas. |
| To sink, bore shafts, etc. | 2. Liberty and power for, or in connection with any of the purposes mentioned in this Part to sink, drive, bore, make, maintain and use in the said lands any shafts, wells, gas wells, borings, reservoirs, water-courses, aqueducts, tanks, pipelines, fittings and other works and to use maintain, deepen or extend any existing works of the like nature in the said lands. |
| To erect machinery etc. | 3. Liberty and power for, or in connection with any of the purposes mentioned in this Part to erect, construct, maintain and use on or under the said lands any engines, machinery, plant, tanks, furnaces, refineries, coke-ovens, brick kilns, workshop, storehouse, bungalows, godowns, sheds, derricks and other buildings and other works and conveniences of the like nature on or under the said lands. |


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To make roads and ways and use existing roads and ways

4. Liberty and power for, or in connection with any of the purposes mentioned in this Part to lay oil and/or natural gas pipelines, telegraph, telephone and other lines whether above or below grounds and to make any roads, aircraft/Helicopter landing grounds and other ways, and (subject to the provision of the Indian Railways Act, 1890, the Indian Tramways Act, 1886 and the rules, regulations or bye-laws made thereunder) railways and tramways, upon, over or through the said lands, and to use, maintain, go and repass with or without horses, cattle and other animals, wagons, locomotives, aircraft and other vehicles over the same or any existing ropeways, road and other ways and (subject as aforesaid) any existing railways and tramways, in or over the said lands on such conditions as may be agreed PROVIDED ALWAYS that the exercise of the liberty and power to lay telegraph and telephone lines shall be subject to the privileges and powers to the Central Govt. under the Indian Telegraph Act, 1885 and of the Telegraph Authority in so far as such privileges and powers have been delegated to that Authority.

To get building and road materials

5. Liberty and power for, or in connection with any of the purposes mentioned in this Part to quarry and get stones, sand 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 materials, bricks or tiles. Provided that the Lessee shall pay royalty on the said stones, sand, gravel and other buildings and road materials, that have been quarried by him at rates specified by the concerned State Government.


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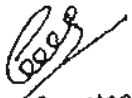
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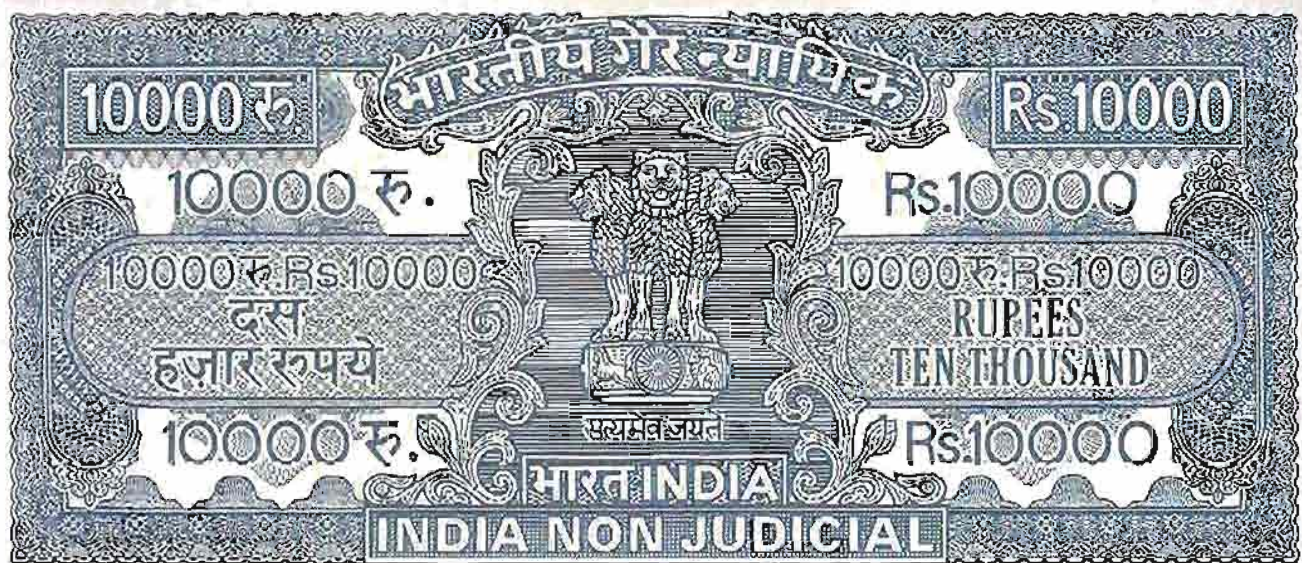
To use water from streams etc.

6. Liberty and power for, or in connection with any of the purposes mentioned in this Part but subject to the rights of any existing or future Lessee and with the written permission of Deputy Commissioner/Collector to appropriate and use water from any streams, water-courses, springs or other sources in or upon the said lands and to divert, step up or dam any such stream or water-course and collect or impound any such water and to make, construct and maintain any water-courses, culverts, drains or reservoirs PROVIDED THAT the Lessee shall endeavor to ensure that the customary supply of water to any cultivated lands, villages, houses or watering places for livestock shall not be interfered with and that streams or springs of water shall not in any way be fouled, impregnated or otherwise deteriorated as to render the same useless or unprofitable and if such interference fouling, impregnation or deterioration shall nevertheless occur the Lessee shall if necessary provide an alternative supply of water to such cultivated lands, villages, houses or water places for livestock at a suitable place and in sufficient quantity to the satisfaction of the State Government.

PROVIDED ALSO that the Lessee shall not interfere with navigation in any navigable stream and shall allow the water to leave the said lands by its natural channel unless special permission to divert the stream is given by the State Government.


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To use land for
storing etc.

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

To clear under-
growth, to fell trees
and use them

8. Liberty and power for, or in connection with any of the purposes mentioned in this part and subject to the existing rights of others and save as provided in Clause 2 of the Part III of this Schedule to clear undergrowth and brushwood and to fell and utilise any trees or timber standing or found on the said lands: Provided that the State Government will ask the Lessee to pay for any tree or timber felled and utilised by him at the rates specified by the Deputy Commissioner/Collector or the Divisional Forest Officer.

To construct and
operate pipelines and
pumping stations

9. Liberty to construct and operate such pipelines and pumping stations as may be necessary for the purpose of carrying crude petroleum and/or natural gas or the products thereof from the said lands to any part of India Provided that the pipelines shall not pass through any non-Indian territory except with the written permission of the Central Government.

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PART III

Restrictions and Conditions as to the exercise of the Liberties, Powers and privileges in Part II.

Mining Lease
Activities

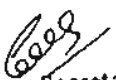
1. (a) The mining lease activities shall be kept restricted to the lease area only and the lease shall be in respect of crude oil and natural gas.
(b) No ground/aerial survey of the Defence VAs/VPs is permitted. Aerial survey, if any, would be governed by the provisions of Ministry of Defence letter No.18(8) 82-D-(GS-III), dated January 31st 1989.

No building etc. upon
certain places or
amounting to

2. The Lessee shall not, without the previous permission of the State Government, erect any building or carry on any surface operation upon any public pleasure ground, burning or burial ground, or place held sacred by any class of persons, or any village site or public road nor shall interfere with any right-of-way well or tank. Or any other work or activity relating to "Non-Forest purpose".

issue of identity cards
& security to the
employees

3. The lessee shall issue identity cards to each of the employees. The system of checking identity cards of personnel will have to be strictly enforced and security to its employees both at the project site and en-route insurgency affected areas will be the responsibility of the lessee.


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Engagement of
international
Companies &
Foreigners

Activities near Air
Force area

4. If international companies or foreigners are entrusted with the task, the lessee may get security vetting of these companies/ Foreign nationals through the Cabinet Secretariat (Research & Analysis Wing) with the help of the Ministry of Home Affairs and Ministry of Defence with the full particulars of the foreigner employee under intimation to this Ministry of Petroleum and Natural Gas, Govt. of India.
5. (a) Air Force area falling within the zones earmarked for delineation should be avoided.
(b) For works in close vicinity of Indian Air Force units/installations and visit to these installations, if any, specific permission of Air Head Quarters should be obtained.
(c) Any work within 500 meters of the perimeter of Air Force Station should be intimated to Air Force Authority at least 10 days before commencement of activities.
(d) No obstruction shall be erected higher than of 15.00 mtrs. within 5.00 kms. radius of Air Force Airfields and construction of any mast/towers shall be carried out in consultation with the Air Force Authority.


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Reserved Forest
Regulations.

6. (a) Necessary approval from the Competent Authority should be obtained for the Reserved Forest Area (if any) falling in the leased area." However, the Lessee may carry out surveys for oil exploration in the Reserved Forest area falling in such leased area without obtaining prior clearance of the Ministry of Environment and Forests, Government of India under the Forest(Conservation) Act 1980 so long as the surveys do not involve cutting of trees. The Lessee shall, however, in no circumstance carry out such surveys in specially protected area like wildlife sanctuary, national park and preservation or sample plots demarcated by the Forest Department (Ref: Letter No.11-28/86-FRY(CONS) dated 08.05.1986. Department of Environment, Forest & Wildlife, Government of India)."

(b) No drilling operation or any other oilfield activity, except survey operation not resulting into cutting of trees, which may have impact on forest coverage resulting in cutting of trees or other vegetation etc. shall be carried out by the Lessee. In such cases the Lessee shall have to obtain necessary clearance under the Forest Conservation Act, 1980 by filing separate applications to the Competent Authority.

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(c) Notwithstanding anything contained in this lease, the Lessee shall not enter upon any Reserved Forests included in the said lands without thirty days' previous notice in writing to the Divisional Forest Officer of the territorial jurisdiction. The Divisional Forest Officer shall take steps within thirty days either to restrict or to regulate such entry where necessary.

(d) The Lessee shall not fell, cut and use any timber or trees including bamboos (if grown in forest), canes and other forest products now standing or which hereafter may be standing upon the Reserve Forest land without the written permission of the Divisional Forest Officer. Provided also that the exercise of the liberty and powers thus granted by the Divisional Forest Officer shall also be subject to observance of the terms and conditions of the State Forest Regulations and the rules framed there under.

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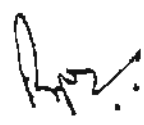
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(e) The Forest Department reserves the exclusive rights to continue enforcement of all rules and regulations of the Forest Department and to undertake any departmental operations as are usually done in Reserved Forests and also to entertain any such contracts for operation and movement of forest produces, etc. as are usually done in the Reserved Forests.

(f) The Lessee shall in no way interfere with the activities of the Forest department in the Reserve Forest portion of the area for which the lease is granted as well as in the unclassified State Forests portion of the area wherein Forest operation takes place under authority of the Forest Department licenses issued nor shall interfere with the persons authorized by the Forest Department to carry out such work over the said area. Such operation may include operation and movement of major forest produces, minor operation produces as well as elephant hunting operations and making of roads and paths, survey and alignment construction of buildings, marking of timbers, inspection etc. or any other activities as are usually done by the Forest dept. or by their authorized persons.


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(g) The Lessee shall organize oil mining works in such manner as to avoid destruction of any forest growth and wherever such destruction is considered necessary and admitted by the Forest Dept. sufficient time shall be given to the Forest dept. to operate and remove the forest produce under the provisions of the licences issued for the removal of such forest produce.

(h) In the event of the Lessee requiring to fell, cut or remove any forest produce in the course of petroleum mining, with previous permission of the Divisional Forest Officer the Lessee will have to pay royalty, monopoly fees and compensation at reasonable rates fixed by the Forest Department. In cases where felling and removal of trees in large numbers and or over large areas are concerned the Forest Department will have unfettered rights to deny such permission.

(i) The Lessee shall obtain written permission from the Divisional Forest Officer in advance in the event of opening any road inside the Reserve Forests.


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(j) The Forest Department and its contractor and persons authorized by the Forest Department shall have unrestricted rights to use the roads in the Reserve Forest made by the Lessee.

(k) The Forest Department reserves the right to install check gates where control of illegal traffic and checking of Forest produce becomes necessary. The Lessee and their contractors and employees shall abide by the restrictions imposed by the Forest Department at such check Gates as may be necessary in the matter of movement of their vehicles.

(l) In the event of dispute arising between the Lessee and the Divisional Forest Officer in the matter of interpretation of any of the above mentioned clauses i.e. Clause (a) to (l) or the restrictions put forward there under the decision of the State Govt. will be final.

(m) The Lessee shall not enter any land or water body which is a habitat of wildlife falling within the lease area without permission of the Chief Wildlife Warden of Arunachal Pradesh.

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No working within 50 metres of public works etc. without previous permission

7. The Lessee shall not work or carry on or allow to be carried on any boring operations at any point within a distance of 50 meters from any railway line except with the written permission of the Railway Administration concerned, or from any reservoir canal or other public works or buildings except with the previous permission of the Deputy Commissioner/Collector or any other Officer authorized by the State Government. The Railway Administration or the State Government may while granting such permission impose such conditions, as it may deem fit. The said distance of 50 meters 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. EXPLANATION for the purpose of this clause the expression "railway" shall have the same meaning as it is defined to have in the Indian Railway Act by Section 3. Sub-Section (4) of that Act. The expression "public road" shall mean a road which has been constructed or artificially surfaced as distinct from a track, which has resulted from repeated use.

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8. No sinking of wells etc. within 50 metres of a common boundary between two concessions
9. The Lessee shall not make or sink any new bore or well within a horizontal distance of 50 metres from any part of the boundary of the said lands which is common to the said lands and to a contiguous area held under Petroleum Exploration Licence or Mining Lease for petroleum and/or natural gas by another party, without the consent of such other party.
10. No deflection of boring to cross the vertical boundary
11. The Lessee shall not intentionally cause any boring to deviate from the vertical in such a way as to cross a vertical plane passing through a boundary of the said lands or employ or continue to employ any method of drilling which is causing or is likely to cause a boring to deviate to such an extent and in such a direction as to be likely to cross such a vertical plane: PROVIDED THAT this restriction shall not apply firstly if the said boundary is common boundary of two areas held under Petroleum Exploration Licence or Mining Lease by the Lessee and secondly if the consent to such deviation shall have been obtained from the holder of Petroleum Exploration licence or Mining Lease over a contiguous area to which the said boundary is common. If so required by the State Government he shall carry out an accurate underground survey of the course of any boring which the State Government may have reason to believe is likely to infringe the provisions of this clause and if any boring caused by the Lessee be found to have infringed this clause then the Lessee shall be required to plug back the said boring.

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Facilities for holders of Government Licenses or Leases for access to their lands

10. The Lessee shall allow existing and future holders of Government licenses or leases over any land, which is comprised in or adjoins, or is reached by the land held by the Lessee reasonable facilities of access thereto. Provided that no substantial hindrance or interference shall be caused by such holders of license or leases to the operations of the Lessee under these presents and fair compensation shall be made to the Lessee for all loss or damage sustained by the Lessee by reason of exercise of this liberty.

Right of pre-emption

11. In the case of national emergency in respect of Petroleum, the Central Government shall at all times during such emergency, have the right of pre-emption of the refined petroleum or petroleum products produced from the crude oil or natural gas extracted from the said lands or of the crude oil or natural gas, where the Lessee is permitted to sell, export or dispose of it without its being refined within India provided that the fair market price prevailing at the time of preemption shall be paid to the Lessee by the Central Government, for the petroleum product or crude oil or natural gas taken in pre-emption

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The Central Government shall be sole judge as to what constitutes a national emergency in respect of petroleum and its decision in this respect shall be final.

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Not to enter others' land without their consent and to pay compensation for loss or damages

12. The Lessee shall not enter upon any land or in any way injury to trees, crops, huts or other property without the consent of the occupier or failing such consent without the written permission of the Deputy Commissioner. The Lessee shall also pay compensation for any loss and damages suffered by the occupier and/or land owner of the land or any other person due to the injury or otherwise of his property.

Not to restrict traffic


13. No restriction on traffic including vehicles shall be imposed on the roads that may be constructed by the Lessee at his own cost in so far as the operation of the Lessee is not endangered or interfered with unless done so for security reasons under instructions from Central/State Government

Basti land etc.

14. The Basti lands shall not be disturbed as far as possible.

work in private land

15. If work has to be carried out in the land owned by private individuals, the Lessee shall obtain consent of the owner thereof before commencement of the work in the said land. The Lessee shall pay compensation for any loss and damages suffered by the owner of the land.


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Work in government land

16. If work has to be carried out in the land owned by the government, the lessee shall obtain permission of the appropriate authority before commencement of the work in such land.

Restriction of operation

17. No drilling work or any other work shall be carried out near residential area or any area hampering public interest in any form.

Additional compensation

18. The Lessee shall pay additional compensation for dwelling houses and outhouses at rates to be settled by the State Government to people who will be displaced as a result of their lands being acquired by the Lessee in order to facilitate their rehabilitation.

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PART IV

Liberties, Powers and Privileges reserved to the State Government.

- Liberty of State Government to work other minerals
1. Liberty and power for the State Government of any Lessee or person authorised by it in that behalf to enter into and upon the said lands and to search for, win, work dig, get, raise, convert and carry away any minerals other than petroleum and natural gas and any other substances and for those purposes to sink, drive, make, erect, construct, maintain, and use such pits, shafts, inclines, drifts, levels, pipe-lines and other lines, waterways, airways, water-course, drain, reservoirs, engines, machinery, plant, buildings, canals, tramways, railways, and other works and conveniences as may be deemed necessary or convenient PROVIDED THAT in the exercise of such liberty and power to substantial hindrance or interference shall be caused to or with the liberties, powers and privileges of the Lessee under these presents and that fair compensation shall be made to the Lessee for all loss or damage sustained by the Lessee by reason or in consequence of the exercise of such liberty and power.
 2. Liberty and power for the State Government to enter into and upon the said lands and make upon, over or through the same any railways, tramways or roads for any purposes other than those mention in part -II of this presents and to

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get from the said lands, stone, gravel, earth and other minerals for making, maintaining and repairing such railways, tramways and roads or any existing railways and roads and to go and repass at all times over or along any such railways, tramways or roads for all purposes and as occasions may require PROVIDED THAT in the exercise of such liberty and power no hindrance or interference which could reasonably be avoided shall be caused to or with the liberties, powers, and privileges of the Lessee under these presents AND PROVIDED FURTHER that the exercise of the liberty and power to make maintain and repair, and to go and repass over or along, railways and tramways whether existing or not shall be subject to the provisions of the Indian Railways Act, 1890 or the Indian Tramways Act, 1886 (as the case may be) and the rules, regulations and bye-laws made thereunder.

To grant permission to lay pipelines in the leased area

3. Liberty and power for the State Government to grant and demise to any other Lessee the liberty and power to enter into and upon the said lands and to lay pipelines and other lines whether above or below ground and to make upon, over or through the same tramways, railways, roads or other ways for any purpose other than those mentioned in Part-II of the Schedule and so to get from the said lands stone, gravel, earth and other materials for making and


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repairing such lines, tramways, railways, road or ways and to get and repass at all times with or without forces, cattle or other animals, carts, wagons, carriage, locomotives or other vehicles over or along any such lines, tramways, railways, roads and ways for all purposes and as occasions may require PROVIDED THAT in the exercise of such liberty and power by such other Lessee no substantial hindrance shall be caused to or with the liberties, power and privileges of the Lessee under these presents and that fair compensation shall be made to the Lessee for all loss or damage sustained by the Lessee by reason or in consequence of the exercise of such liberty and power AND PROVIDED FURTHER that the exercise of the liberty and power to make, maintain and repair, and to go and repass over or along railways and tramways, whether existing or not shall be subject to the provisions of the Indian Railways Act, 1890 or the Indian Tramways Act, 1886 (as the case may be) and the rules, regulations and bye-laws made thereunder.

Survey of said lands

4. Liberty and power for the State Government if it is of the opinion, at the time of the grant or at any time during the term of the lease that survey or re-survey of the land covered by such lease or any part of such lands is necessary to get such land or part thereof surveyed by a qualified surveyor and to obtain from the Lessee within the period specified by the State Government such fee for such survey or re-survey as the State Government may determine in accordance with the Petroleum & Natural Gas Rules 1959.

To impose other necessary restriction

5. That exercise of any of the liberties or powers reserved by this part shall be subject to such restrictions and conditions as the State Government may by general or special order from time to time prescribe


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PART V

Rents and Royalties Reserved by this Lease.

Payment of annual dead rent and surface rent 1. As from the 27th day of November 2003 during the subsistence of this Lease the Lessee :-

- a) Shall pay to the State Government for every year a fixed yearly dead rent at the following rates :

Rupees One Hundred per hectare or part thereof for the first 100 square Kilometers and **rupees Two Hundred** per hectare or part thereof for area exceeding the first 100 sq.km provided that the Lessee shall be liable to pay only the dead rent or the royalty, whichever is higher in amount, but not both.

The fixed yearly dead rent of **Rs 18, 85,290.00** (Rupees eighteen lakhs eighty five thousand two hundred ninety only) shall be payable in two equal half-yearly installments on the first day of January and the first day of July in each year. In case, aforesaid dates are non-working days, the amount is to be paid on the next working day.

- b) Shall also pay to the State Government for the surface area of the land actually used by him for the purpose of the operations conducted under the lease, surface rent at the rate as fixed by Govt of Arunachal Pradesh from time to time.

Payment of royalty (i) The Lessee shall pay to the State Government a royalty in respect of any mineral oil mined, quarried, excavated or collected by him from the leased area at the rate as may be payable on the basis of the well head price of the mineral oil deduced from the sale price of the same as per Gazette Notification No. 559(E) dated 20.08.2007 of the Government of India, or any other policy that may be adopted from time to time. The royalty shall be payable on monthly basis, as may be provided for in the lease and shall be paid by the last day of the month succeeding the period in respect of which it is payable.

- (ii) Provided that royalty shall not be payable in respect of any crude oil, casing- head condensate or natural gas or coal bed methane or gas obtained from gas hydrate which is unavoidably lost or is returned to the reservoir or is utilized for drilling and other operations related to the production of petroleum and or is utilized for drilling and other operations relating to the production of petroleum or natural gas or coal bed methane or gas obtained from gas hydrate or all.


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(iii) The Lessee shall within the first thirty days of every month or within such further time as the State Government may allow, furnish or cause to be furnished to the State Government a full and proper return showing the quantity of all crude oil, casing-head condensate and natural gas obtained during the preceding month from mining operations conducted pursuant to the lease. The monthly return required to be furnished shall be, as nearly as may be, in the form specified in the Schedule annexed to the said Rules.

(iv) If the State Government is not satisfied with any return furnished in accordance with sub-clause (ii) of this clause, it may require the Lessee to furnish such further particulars as it may demand with respect to the crude oil, casing-head condensate or natural gas obtained as aforesaid and may appoint an officer in this behalf to make all necessary enquiries in relation to such crude oil, casing-head condensate or natural gas. The Officer so appointed may make all such enquires and may require the Lessee or the Manager or person acting as the Manager or Secretary of such Lessee to produce for his inspection at the office of such Lessee any books, accounts, documents, writings, papers or instruments in his possession or under his control which such officer may consider necessary to enable him to ascertain the quantity of the crude oil, casing-head condensate, and natural gas obtained as aforesaid and may make copies of any entries or matters contained in such books, accounts, documents, writings, paper or instruments and upon completion of such enquiries such officer shall report thereon to the State Government.

On receipt of such report, the State Government, if it is of the opinion that the quantity of any crude oil, casing-head condensate or natural gas declared in the return furnished in accordance with Rule 14 of the said Rules is too low, may determine the quantity of such crude oil, casing-head condensate or natural gas and royalty shall be paid on the quantity so assessed.



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PART VI

Provisions relating to the rents and royalties

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| Rent and royalties to be free from deduction etc. | 1. The rent and royalties mentioned in Part V of this Schedule shall be paid free from any deduction to the State Government at such time and in such manner as the State Government may prescribe PROVIDED ALWAYS and it is hereby agreed that Rs 2,80,000/- (Rupees two lakhs eighty thousand only) the balance standing to the credit of the Lessee on account of the deposit made by him as a Lessee 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. |
| Royalty to be paid on raw or crude petroleum and natural gas | 2. The said royalty shall be paid on Petroleum and/or natural gas in their raw or crude state, before the same shall have been subjected to any refining or manufacturing process, but free from water and the foreign substances |
| Mode of computation of royalty for gasoline | 3. If gasoline obtained from natural gas is mixed with petroleum before the royalty on the same petroleum has been assessed such gasoline shall for the purpose of computation of royalty be deemed to be petroleum and royalty shall be paid accordingly on the volume so mixed and the Lessee shall be entitled to deduct from the volume of natural gas charged to the plant for conversion to gasoline @ 2.83 cubic metres for every 4.5 liters of gasoline so mixed and shall pay royalty on the volume of natural gas charged to the said plant reduced by such deduction. |
| Course of action if fees, royalty, etc. are not paid in time | 4. (i) The Lessee shall pay all lease fees, royalties and other payment to be made hereunder within the time specified for such payment and all lease fees, royalties and other payments as aforesaid shall, if not paid to the State Government within the time specified for such payment be increased by a penal rate of 200 (two hundred) basis points over the prime lending rates of State Bank of India for the delayed period.

(ii) All payments mentioned in the above Clause shall be made within 30 days of the month to which the production etc. relates.

(iii) If any lease fees, royalties or other payments due in respect of this lease are in arrears for more than three months the State Government may, with the prior approval of the Central Government, cancel the lease and such cancellation shall be published in the Official Gazette and shall take effect from the date of such publication. |


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PART VII

The Covenants of the lessee.

Lessee to pay rents,
royalties, taxes etc

1. The Lessee shall pay the rents and royalties reserved by this lease at the time and in the manner provided in Part V and VI of the Schedule 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 or State Government upon or in respect of the premises and works of the Lessee in common with other premises and works of a like nature except demands for land revenue

Identification of areas

2. The Lessee shall within three months from the effective date of the lease viz. the day of 27th November 2003 display notices at all conspicuous points on the area covered by the lease so as to indicate its boundaries and shall thereafter, during the term of such lease maintain such notices to the satisfaction of the State Government.

To maintain and keep
boundary marks in
good order

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

To pay compensation
for damages done to
third party

4. The Lessee shall make and pay such reasonable satisfaction and compensation as may be assessed by lawful authority in accordance with the law in force on the subject applying to the said lands for any damage, injury or disturbance which may be done by him in exercise of the powers granted by the lease, and shall indemnify and keep indemnified fully and completely the State Government against all claims which may be made by third parties in respect of any such damage injury or disturbance and all costs and expenses in connection therewith.

To maintain wells,
etc. in good
conditions execute
operations properly
and furnish records to
Government

5. (A) The Lessee shall -

a) Maintain in good repair and condition all apparatus, appliances and well capable of producing petroleum on the area covered by the lease :

b) Execute all mining operations on such area in a proper and workman like manner in accordance with such methods and practice as are customarily used in modern oilfield practice and abide by all instructions, directions and orders

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that may be given pursuant to any rules under Chapter IV of the said Rules : and

Recovery of Helium from Natural Gas c) Immediately on demand or upon determination or relinquishment of any area covered by this lease, the lessee shall furnish to the Central Government/DGH, through the State Government confidentially the complete records of data as specified in Rule 19(C) of the P&NG Rules, 1959.

5(B). a) Nothing contained in the rules or the terms of the lease will give right to the lessee to use, sell or otherwise dispose of Helium which may be produced with natural gas and the lessee shall dispose of such helium in accordance with such directions as may be issued in this behalf by the Central Government or by an officer or an agency duly authorized for this purpose by the Central government.

b) If the Central government desires to extract Helium from natural gas, the lessee in order enable the Government to install and operate equipment and facilities for carrying out helium recovery operations, shall make available to the Central Government or its nominee the area and utilities required for such operations and in such a case the lessee shall be entitled for compensation based on the internal company accounting practices to be mutually agreed between the lessee and the Central Government/its nominee.

Suspension of Operation 6. The Lessee shall not –

- i) suspend normal drilling :
- ii) suspend normal producing operation :
- iii) abandon an oil well or gas well :
- iv) recondition such a well :
- v) resume drilling operation after a previous completion, suspension or abandonment of such a well, or
- vi) resume producing operations after a previous suspension without priority giving to the Central Government at least a fortnight's notice of any or all of the aforesaid actions, provided that, if normal drilling or normal producing operations have to be suspended immediately due to any unforeseen reasons, notice thereof shall be given to the Central Government within twenty-four hours of such suspension

To strengthen and support the mines to necessary extent 7. The Lessee shall strengthen and support to the satisfaction of the Railway Administration concerned or the State Government as the case may be, any part of the mine which in its opinion requires such strengthening or support for the safety of any railway reservoir, canal, road and any other public works or structures


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To allow inspection of working

8. The Lessee shall allow any Officer authorised by the Central Government or by the State Government in that behalf to enter upon the premises comprised in the lease for the purpose of inspecting, examining, surveying and making plans thereof sampling and collecting data of any borehole, well or tank or any other information required and the Lessee shall with proper person employed by him and acquainted with the mines and other works connected therewith effectively assist such officers in conducting every such inspection and shall afford them all facilities and information connected with the working of the oilfield which they may reasonably require and also shall conform with and observe all orders and regulations which the Central and/ or the State Government as the result of such inspection or otherwise may from time to time see fit to impose.

To report accidents

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

To provide tanks, meters etc. to determine the quantity and volume of the material exploited

10. The Lessee shall provide properly constructed and efficient tanks, meters or other suitable means for determining the quantity and volume of petroleum and/or natural gas produced and shall measure or weigh by a method or methods customarily used in good oilfield practice.

(a) all petroleum won and saved from the said lands.

(b) all natural gasoline extracted by the Lessee from natural gas produced from the said lands.

(c) all natural gas produced from the said lands which shall be sold by the Lessee or charged by the Lessee to a plant for the extraction of gasoline or used by the Lessee for any purposes other than the production of petroleum and/or natural gas.

The Lessee shall permit at all times during the term of this lease or of any renewal hereof any inspecting officer appointed in that behalf by the State Government, to be present at times of the aforesaid measurements and to keep records thereof and to check the records thereof kept by the Lessee.


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To allow inspection of tanks meters etc.

11 The Lessee shall allow any inspecting officer appointed in this behalf by the State Government at any time or times during the said term to examine and test every tank, meter or other appliance to be provided and kept as aforesaid in order to ascertain whether the same are correct and in good order and if upon any such examination or testing any such tank, meter or appliance shall be found incorrect or out of order the State Government may require that the same be adjusted and put in order by and at the expense of the Lessee and if such requisition be not complied with the State Government may cause such tank, meter or appliance to be adjusted and put in order and the expense of so doing shall be paid by the Lessee to the State Government on demand and if upon any such examination or testing as aforesaid any error shall be discovered in any tank, meter or appliance to the prejudice of State Government such error shall be regarded as having existed for three calendar months previous to the discovery thereof or from the last occasion of the examining and testing the same in case such occasion shall be within such period of three months and the rents and royalties shall be paid and accounted for accordingly.

To keep correct records of production and to maintain plans

The Lessee shall keep correct records showing the quantity and particulars of all petroleum, natural gasoline and/or natural gas obtained and despatched from the oilfield and the number of persons employed therein and also complete plan of the said lands showing the position of the wells, bore-holes and other works of the Lessee and shall allow any officer authorised by the Central or State Government in that behalf at any time to examine such records and plans and shall furnish the Central or the State Government with such copies or extracts from the records and plans as and when required.

To keep correct records of drilling and other operations with samples of strata etc.

The Lessee shall keep accurate records of the drilling, deepening, plugging or abandonment of all bore-holes and wells and of any alterations to the casings thereof and shall allow any officer authorised by the Central Government or State Government to inspect the same. Such records which shall be confidential shall contain the following particulars.

- (a) The strata and sub-soil through which the bore-hole or well was drilled
- (b) The casing inserted in any bore-hole or well and any alteration to such casing.
- (c) Any petroleum or water bearing strata, coal seams, seams and veins of any other mineral substance encountered.

Such other matters as the Central or the State Government may from time to time require.


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To report discovery of other minerals

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Not to obstruct development of other minerals etc.

Not to be financed or controlled by a trust, Syndicate, Corporation, firm or person

14. Whenever the Lessee shall discover in the said lands any mineral or minerals other than petroleum and/or natural gas, he shall report the discovery in writing to the State Government within three calendar months of its occurrence with full particulars of the nature and position of each find.

15. The Lessee shall be bound by such rules as may be made by the Central Government under section 6 of the Oilfields (Regulation and Development) Act, 1948 (Act LIII of 1948) and shall not carry on operations in any way contrary to the provisions of these rules

16. The Lessee shall exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working within the said lands of any minerals other than petroleum and natural gas and shall at all times afford passage to the State Government or the existing or future holders of Petroleum Exploration licences or Mining Leases for such other minerals within the said lands or for petroleum and natural gas or such other minerals within any lands adjacent to the said lands as the case may be for the purpose of getting, working, developing and carrying away the same and such passage shall, subject to such restrictions and conditions as the State Government may by general or special order prescribe, include the passage of equipment :
PROVIDED THAT the Lessee shall receive reasonable compensation for any damage or injury, which he may sustain by reason or in consequence of such passage.

17. The Lessee shall not be controlled and the Lessee shall not allow himself to be controlled by any Trust, Syndicate, Corporation, firm or person except with the written consent of the State Government, which shall be subject to the approval of the Central Government. The Lessee shall not enter into or make any arrangement, compact or understanding whereby the Lessee will or may be directly or indirectly financed by or under which the Lessee's operations or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any Trust, Syndicate, Corporation, firm or person unless with the written sanction given prior to such arrangement, compact or understanding being entered into or made of the State Government subject to the approval 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


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the other party or parties thereto that on the occasion of a state of emergency of which the President of India in his discretion shall be the sole judge it shall be terminable if so required in writing by the State Government and shall in the event of any such requisition being made be forthwith thereafter determined by the Lessee accordingly.

Delivery
premises on
determination of lease

of 18.a) In the event of lessee opting not to continue mining operations and opts to relinquish the leased area in part or in full, or a lease is to be determined, the lessee shall deliver up the area released by such relinquishment or determination of the lease after restoring it in good order and condition in accordance with the abandonment plan approved by the Central Government. However, lessee shall have to give prior written notice of at least one year before the date of intended relinquishment or determination as the case may be, to the Central Government along with an abandonment plan incorporating all actions and steps necessary to restore the area in accordance with international practices, for approval for the Central Government.

b) Upon cancellation of a mining lease under the said rules, the lessee shall deliver up the area covered by such lease after restoring it in good order and condition in accordance with an abandonment plan, prepared in accordance with established international practices and approved by the Central Government.

c) Upon determination of cancellation or relinquishment of the lease, the lessee shall take all necessary steps to prevent consequent hazards to human life, property, environment, marine resources or navigation, to the satisfaction of the Central Government or the State Government as the case may be.

d) The lessee shall, prior to the determination or cancellation or relinquishment of leased area remove and dispose of any petroleum, stores, equipment, tools, machinery from such area within six months of handing over the area.

e) If such petroleum, stores, equipment, tools, machinery and improvements are not removed or disposed off and the area restored to good order and condition within six months prior to the determination, relinquishment or cancellation of the lease, the State Government shall proceed with the removal and disposal of such petroleum,


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stores, equipment, tools, machinery and restore the area at the risk and cost of the lessee.

- f) The net proceeds of such sale shall be held by the Central Government, or the State Government, as the case may be, until applied for and obtained by the lessee

Lessee shall deposit any additional amount necessary other than security deposit.

19. Whenever the security deposit of Rs 2,80,000/- (Rupees two lakhs eighty thousand only) or any part thereof or any further sum hereafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the Central or State Government pursuant to the power hereinafter declared in that behalf the Lessee shall deposit with the State Government such further sum as may be sufficient with the Inappropriate part thereof to bring the amount in deposit with the State Government up to the sum of Rs 2,80,000/- (Rupees two lakhs eighty thousand only).

Employment and training of Indian nationals

20. The Lessee shall employ Indian nationals in its Organisation in preference to non-Indians whenever Indian nationals of the requisite qualification, caliber and experience are available. The Lessee shall also arrange for the training of an adequate number of Indian nationals in India and abroad so that to the fullest extent practicable its organisation will be manned by Indians as early as possible. For this purpose the Lessee shall consult the Central Government from time to time.

Submission of report of periodical data.

21. Immediately on demand to submit to the State Government confidentially a full report of the geological data of all the minerals found during exploration of oil and/or gas and to submit without fail once a year the results of all operations, boring and exploration to the State Government and the Central Government

Fire prevention measures

22. To take all preventive measures against the hazard of fire underground and/or on the surface and to keep such equipment supplies and means to extinguish fire at all times and to pay such compensation to the third party and/or Government as may be determined in case of damages due to fire.


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PART VIII

The Covenant of the State Government

Lessee may hold and enjoy rights quietly.

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

Acquisition of lands of third parties and compensation thereof.

2. If in accordance with the provisions of Clause 4 of Part VII of this Schedule the Lessee shall offer to pay to an occupier and/or landowner of the surface of any part of the said lands compensation for any damage or injury which may arise from the proposed operations of the Lessee and the said occupier/landowner shall refuse his consent to the exercise of the right and powers reserved to the State Government and demised to the Lessee by these presents and the Lessee shall report the matter to the State Government and shall deposit with it the amount offered as compensation and if the Central/State Government is satisfied that the amount of compensation offered is fair and reasonable or if it is not so satisfied and the Lessee shall have deposited with it such further amount as the State Government shall consider fair and reasonable, the State Government shall order the occupier/landowner to allow the Lessee to enter the land and to carry out such operations as may be necessary for the purpose of the lease. In assessing the amount of such compensation the State Government shall be guided by the principles of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013(as amended from time to time).

Liberty to cancel lease wholly or in part.

3. The Lessee may make a written request for the cancellation of this lease either wholly or part, or relinquish any part of the area covered by the lease on giving not less than 2 months' notice to the State Government and the Central Government. Upon such written request of the Lessee, the State Government, after approval of the Central Government, may cancel the lease either wholly or in part provided that sums due on account of the lease or of the surrendered part or parts shall have been paid and such cancellation shall be published in the Official Gazette and shall take effect from the date of such publication. PROVIDED that in the case of a request for


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cancellation in part of this lease, if the State Government is of the opinion that survey or resurvey is necessary, such survey or resurvey shall be carried out by a mining surveyor and the Lessee shall within the period specified by the State Government pay to the State Government for such survey or resurvey such fee as the State Government may determine.

Suspension of
conditions of lease

4. (i) The Lessee may make a written application for suspension of any or of all the terms, covenants or conditions relating to the working of said lands. Upon such written application being made by the Lessee, the State Government may from time to time if it considers that adequate reasons have been furnished and with the prior approval of the Central Government authorised for the periods not on any occasion exceeding six months, suspension of any or of all the terms, covenants or conditions relating to the working of the said lands.

(ii) The State Government may, if it authorizes suspension as aforesaid, impose such conditions as it may think fit for the protection of any bore holes, equipment or works on such land or for the protection of any petroleum deposits, water or minerals in such land or in any adjacent lands or for any other purpose whatsoever and the Lessee shall comply with such conditions as if they are incorporated in this lease.

Transfer or
assignment


5. The Lessee shall not assign or transfer his right, title and interest in respect of this lease or in respect of the said lands without the consent in writing of the Central Government being first obtained through the State Government.

Refund of security
deposit

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



Secretary
Department of Geology & Mining
Govt. of Arunachal Pradesh
Itanagar



Resident Chief Executive
OIL INDUSTRIES
GULJANA

Lessee shall have right
to renewal of lease

7. If the Lessee shall be desirous of taking a renewal lease of the premises hereby demised or of any part or parts of them for a further term of 20 years from the expiration of the term hereby granted, and of such desire shall prior to the expiration of such last mentioned term give to the State Government six calendar months previous notice in writing and shall pay the rents and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained and on the part of the Lessee to be observed and performed upto the expiration of the term hereby granted the State Government will upon the request and at the expense of the Lessee and upon his executing and delivering to the State Government if required a counterpart thereof execute and deliver to the Lessee a renewed lease of the said premises for a further term of 20 years or lesser period if the Lessee so desires, from the expiration of the term hereby granted, on the same terms and conditions as herein contained but always providing that rents and royalties for the period of the renewed lease shall be charged at the rates in force on the day next following the expiration of the term hereby granted.


Secretary
Department of Geology & Mining
Govt. of Arunachal Pradesh
Itanagar


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PART IX


General Provisions

- Cancellation of lease
1. If the Lessee or his executors, administrators or assignees at any time during the term of the lease :-
 - a) fails to fulfill or contravenes, any of the terms, covenants and conditions contained herein, or
 - b) fails to use the land covered by it bonafide for the purposes for which it has been granted, or
 - c) uses such land for a purpose other than that for which it has been granted :

the State Government may, with the prior approval of the Central Government, may where it is satisfied that the failure, contravention or use is such as cannot be remedied, on giving thirty days' notice to such person, forfeit the whole or any part of the security deposit made under rule 13 (1) (a) of the said Rules and may cancel the lease. Such cancellation shall be published in the Official Gazette and shall take effect from the date of such publication. If the failure, contravention or use is considered to be of a remediable nature the State Government shall give notice to such person requiring him to remedy the same within sixty days from the date of receipt of the notice and informing him that the penalty as aforesaid may be imposed if such remedy is not provided within such period. The State Government may, with the prior approval of the Central Government, impose the penalty as aforesaid if such person fails to do such remedy within such period.

Provided that the failure on the part of such a person to fulfill any of the terms, covenants and conditions of this lease shall not give the State Government any power to impose the penalty as aforesaid in so far as such failure arises from 'force majeure' and if through 'force majeure' the fulfillment of any of the terms, covenants and conditions of the lease is delayed, the period of such delay shall be added to the period fixed by this lease for the performance of any act. "Force majeure" includes an act of God, war, insurrection, riot, civil commotion, tide, storm, tidal wave, flood, lightning, explosion, fire, earthquake and any other happening which the Lessee could not reasonably prevent or control.


Secretary
Department of Geology & Mining
Govt. of Arunachal Pradesh
Itanagar


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President Chief Executive
COUNCIL LTD
DUMKAM

2. If during the term of a lease any part of the said lands is required for any public purpose, which is not in physical possession of the Lessee, the State Government after approval of the Central Government may upon one month's notice to the Lessee who will be given an opportunity of being heard on the subject, cancel such lease in so far as it relates to the said part of the land subject to such restrictions and conditions as it may impose and such cancellations shall be published in the official Gazette and shall take effect from the date of such publication.

Powers of the State Government to purchase properties.

3. If at the end or sooner determination of the said term the State Government shall desire to purchase all or any of the engines or machinery, plant, buildings, structures, pipelines tramways and other works, erections and conveniences which may have been erected, set up or placed by the Lessee in or upon the said lands and which the Lessee is not bound to deliver up under Clause 18 of Part VII of this Schedule and if such desire shall be signified by notice in writing given to the Lessee by the State Government six calendar months before the expiration or sooner determination of the said terms or if this lease shall be determined under Clause 1 of this Part at any time within three calendar months after such determination then and in such case the articles and things specified in such notice shall not be removed by the Lessee but shall be purchased by the State Government at a price which falling agreement shall be fixed by arbitration as provided in Clause 11 of this Part.

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

4. a) If at the expiration of six calendar months after the end or sooner determination of the said term or after the date from which any surrender by the Lessee of part or parts of the said lands under the provision contained in Clause 4 of part VIII of this Schedule became effective there shall remain in or upon the said lands or the surrendered part or parts thereof as the case may be, any engines, machinery, plant, buildings, structure, tramways, railways and other works, erections and conveniences or other property which are not required by the Lessee in connection with his operations in those parts of the said lands which he has not surrendered or in any other lands held by him under Petroleum Exploration licence or Mining Lease the same shall if not removed by the Lessee within one calendar month, after notice in writing requiring their removal has been given to the Lessee by the State Government be deemed to become the property


Secretary
Department of Geology & Mining
Govt. of Arunachal Pradesh
Itanagar

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Resident Chief Executive
OIL INDIA LTD.
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of the State 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 in respect thereof.

To pay surface rent for the land occupied by unremoved equipment

b) If in accordance with the provision of sub-clause (a) of this clause any engines, machinery, plants, buildings, structures, tramways, railways or other works, erection and conveniences or other property of the Lessee shall remain upon the said land or the surrendered part or parts thereof as the case may be the Lessee shall pay in respect of the land occupied thereby surface rent at the rate prescribed in Clause I of part V of this Schedule.

Preservation of cores and samples etc.

5. (1) Every Lessee shall
a) so far as is reasonably practicable collect, label and preserve for reference for a period of at least twelve months, all bore-cores and characteristic samples of the Strata encountered in all bore-hole on the land covered by the lease and samples of any petroleum or water discovered in any bore-hole on such land, and
b) furnish to the Central Government detailed reports of all examinations made of such cores and samples.

(2) Cores and samples preserved as aforesaid shall at all times be made available for examination to the agent authorised by the Central Government and may be taken for the purpose of analysis or other examination but no information obtained as a result of such analysis or examination shall be published without the consent of the Lessee unless the Central Government deem fit to direct otherwise.

Direction to prevent waste

6. The Lessee shall comply with such direction as the Central Government, or the State Government with the prior consent of the Central Government may issue restricting the use of petroleum or natural gas for any purpose which the Central Government or the State Government may consider to be uneconomical or conducive to waste.

Spacing of wells

7. The Lessee shall comply with the instruction issued by the Central Government for

- a) the spacing of oil wells ; and
- b) the spacing of gas wells

Provided that no such well shall be drilled at any point, within a minimum distance, to be prescribed by the Central Government, of any railway, pipeline or other right of way, surveyed road, dwellings, industrial plant, air craft runway.


Secretary
Department of Geology & Mining
Govt. of Arunachal Pradesh
(12/11/2011)


Resident Chief Executive
OIL INDIA LTD
DULAJAN

building used for military or public purposes or within three kilometers of any mine, whether active or abandoned, unless the special permission of the Central Government is obtained in advance.

- Restriction of production and regulation of operation
8. i) The Central Government may, in the interest of conservation of mineral oils by general or special order, restrict the amount of petroleum or natural gas or both that may be produced by the Lessee in a particular field.
- ii) The Central Government may by notification in the official gazette prescribe conditions to regulate the conduct of operations by the Lessee in a field or area where it has reason to believe that the petroleum deposit extends beyond the boundary of the leased area into areas worked by other Lessees and may require the Lessee to undertake any operation or prohibit any operation or permit it to be undertaken subject to such conditions as it may deem fit.
- iii) Any order under sub-clause No. (i) or notification issued by the Central Government under sub-clause No. (ii) above shall be deemed to be a condition of this lease

- Control of operation to prevent escape of petroleum or access of water
9. The Central Government may after reasonable notice to the Lessee -
- assume control of operation of an oil well or gas well and adopt such means as may appear to it necessary or expedient to prevent the escape of petroleum or water from the well if the Lessee fails to do so or appears unable to do so.
 - assume control of the operation of an oil well or gas well and adopt such means as may appear to it necessary or expedient to prevent the access of water to such well or to the petroleum bearing or gas bearing strata or both.
 - for the above purposes appoint such agents as may be deemed necessary and authorised them to enter upon the premises and perform the work and for this purpose to take possession of and use any drilling rig, derrick, tools, machinery and other appliances or materials necessary for the performance of the work which may be upon the location or which may be in the possession or control of the Lessee and
 - recover from the Lessee all the costs and expenses incurred in the performance of the operations so undertaken by the Central Government.

- Shutting down of wells
10. i) If the Central Government is satisfied after holding an enquiry that an oil well or gas well is being operated in


Secretary
Department of Geology & Mining
Govt. of Andhra Pradesh
Bhopal

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Joint Secretary
Oil & Natural Gas
D. J. J. J. J.

such a way that any provision of the said rules or any order of the Central Government pursuant to the said rules has been or is being contravened, the Central Government may order that on and after a date to be fixed by the order, no production is to be permitted from the well and that it is to be shut down and kept shut down until such time as the Central Government may specify.

ii) If, in the opinion of the Central Government, waste, damage to property or pollution can thereby be prevented, the Central Government may order the well to be shut down pending an enquiry under sub-clause (i) which enquiry shall be held within fifteen days of the making of such order.

Arbitration of disputes

11. Any dispute (including a dispute regarding the market price referred to in rule 18 of the said rules) between the Central/State Government and the Lessee regarding –

- a) Any right claimed by the Lessee under this lease or
- b) Any breach alleged to have been committed by the Lessee of any of the terms, covenants or conditions of the lease, or any penalty proposed to be inflicted thereof, or
- c) The fees, royalty or rents payable under the lease, or
- d) Any other matter or thing connected with the lease, shall be settled through arbitration and conciliation proceedings under the provisions of Arbitration and Conciliation Act, 1996 and the rules made there under as are applicable to such proceedings.

Service of notice on Lessee

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

Stamp Duty

13. For the purpose of calculation of stamp duty, the anticipated rent from the leased land is Rs 18.85,290.00 (Rupees eighteen lakhs eighty five thousand two hundred ninety only) per annum.


Secretary
Department of Geology & Mining
Govt. of Arunachal Pradesh
Itanagar


Executive Director
Oil India Ltd.
C/O. JALAN



अरुणाचल प्रदेश ARUNACHAL PRADESH

448060

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

Signed by

[Signature]
5/11/18

Secretary
Department of Geology & Mining
Govt. of Arunachal Pradesh
Itanagar

For and on behalf of the Governor of Arunachal Pradesh

In the presence of

[Signature]
- Keeyang Ampu 5/11/18
- (Village Officer, domso)

Signed by

[Signature]
05/11/18

(B.P. Sarma)

Resident Chief Executive
OIL INDIA LTD.
DULAJAN



For and on behalf of OIL INDIA LIMITED

In the presence of

[Signature]
(K. K. BAISHYA)
DSM - Planning

Govt. of Arunachal Pradesh

District Treasury Office, Namsai
Arunachal Pradesh

Received with thanks from Shri Probin Gogoi, OIL ID - 102969 (Planning Department, Oil India Limited, Duliajan, Assam) an amount of **Rs. 1,13,120/- (Rupees One Lakh Thirteen Thousand One Hundred and Twenty)** only against issuing of the following denominations of NIS Papers from the Treasury Office, Namsai, Arunachal Pradesh for execution of the Ningru PML Deed between OIL & Govt. of Arunachal Pradesh.

Denomination (Rs.)	Sl. No. of NISP	Total Qty	Total Amount (Rs.)
10,000	39, 40, 70, 83, 1732, 1733, 1734, 1735, 1736, 1737, 1738,	11	1,10,000
500	230605, 230606, 230607, 230608, 230609	5	2,500
100	448066, 448065, 448064, 448063, 448062, 448061	6	600
10	01AA 177151, 01AA 177152	2	20
Total :		24	1,13,120

(S Husain)
Treasury Officer, Namsai
Dist. Namsai, Arunachal Pradesh



GOVERNMENT OF ARUNACHAL PRADESH
DEPARTMENT OF GEOLOGY AND MINING
ITANAGAR

DGMPLN(L)
R.L.
03.05.18

EA (ISH)
CGM (P)w
15/5/18

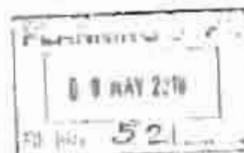
NO.DGM/ML/DIL/77/96(PE-II)

378-89

Dated the 4th May 2018

To,

The Resident Chief Executive,
Oil India Limited,
(A Govt of India Enterprise),
Dulijan, Assam: 788602.



- Sub:** Re-grant of Petroleum Mining Lease (PML) for Ningru Block over an area of 427.058 Sq.Km (originally proposed 540.668 Sq.Km) falling in Changlang & Namsai Districts in Arunachal Pradesh to Oil India Limited, Dulijan, Assam.
- Ref:** I. Ministry of Petroleum & Natural Gas's letter No.0-2-12012/60/2003-ONG/D-IV, dated 23rd January 2004.
II. Oil India Limited's application ref No.PLN/1-77(a)-348, dated 28th Sept'2002,

Sir,

I am directed to refer to Oil India Limited's application dated 28th September 2002 cited above and to convey that the Governor of Arunachal Pradesh is pleased to re-grant Petroleum Mining Lease under rule 5(1)(ii) read with rule 12 of the Petroleum & Natural Gas Rules 1959 (as amended from time to time) for over an area 427.058 Sq.km(originally proposed is 540.668 Sq.Km) falling in Changlang & Namsai Districts bounded by geographical limits as per appendix 'A' to Oil India Limited, Dulijan, for production of crude oil & natural gas for a period of 20(twenty) years in pursuance of Ministry's letter under reference at (i) subject to the following terms and conditions in addition to such other terms and conditions as agreed under the Production Sharing Contract and/or deed/agreement to be signed between Government of Arunachal Pradesh and Oil India Limited in respect of the said block/area.

1. The lease shall be in respect of crude oil and natural gas.
2. The Lease shall be valid for a period of 20(twenty) years from the effective date i.e. 27.11.2003.
3. The lease shall be subject to the provisions of the Oil Fields(Regulation & Development) Act 1948 (53 of 1948) and Petroleum & Natural Gas Rules 1959 made there under as amended from time to time.
4. Royalty on crude oil, condensate and Natural Gas shall be payable by the lessee as per the terms of Production Sharing Contract entered into between the lessee and the Central Government in respect of the said block/area or at such rates as may be fixed, from time to time, by the Central Government in consultation with the State Government. The royalty shall be payable on monthly basis and shall be payable by the last day of the month succeeding the period in respect of which it is payable.
5. Immediately on demand or upon determination or relinquishment of any area covered by the lease shall furnish to the Central Government/DGH, through the State Government confidentially the complete records of data as specified in Rule 19(C) of the P&NG rules 1959. The Lessee shall submit to Central Government, without fail every six month, the results of all operations, boring and test production.
6. Necessary approval from the Competent Authority should be obtained for the Reserve Forest Area (if any) falling in the leased area. However, the Lessee may carry out surveys for oil exploration in the Reserved Forest Area falling in such area without obtaining prior clearance of the Ministry of Environment, Forests & Climate Change and Government of India under Forest (Conservation) Act 1980 so long as the surveys do not involve cutting of trees. The Lessee shall, however, in no circumstance carry out such surveys in specially protected area like wild life sanctuary, national park and preservation or sample plots demarcated by the Forest Department.(Ref.Letter No.11-28/88-FRY(CONS) dated 08.05.1986. Department of Environment, Forests & Wildlife, Government of India.

7. M/S Oil India Limited, Duliajan, must comply all the conditions stipulated in the State Environment & Forests Department's letter No.FOR.14-8/Cons/2003/Part-I/1081-86,dated 22nd August 2017.
8. If international companies or foreigners are entrusted with the task, the lessee may get security valling of these companies through the Cabinet Secretariat (Research & Analysis Wing) with the help of this Ministry. The lessee shall also seek prior clearance from the Ministry of Home Affairs and Ministry of Defence with the full particulars of the foreign employee under intimation to this Ministry of Petroleum and Natural Gas, Govt of India.
9. The lessee shall issue identity card to each of the employees. The system of checking identity cards of personnel will have to be strictly enforced.
10. Security to its employees both at the project site and en-route in insurgency affected areas will be the responsibility of the lessee.
11. The lessee shall allow Government authorities to enter and inspect area for security checkup, if necessary.
12. Lessee shall not employ any foreign nationals surreptitiously in the area along the border.
13. No ground/aerial survey of the Defence VAs/VFs is permitted. Aerial survey, if any, would be governed by the provisions of Ministry of Defence letter No.18(8) 82-D-(GS-III),dated January 31st 1980.
14. Air Force area falling within the zones remarked for delineation should be avoided.
15. For works in close vicinity of Indian Air Force units/installations and visit to these installations, if any, specific permission of Air Head Quarters should be obtained.
16. Any work within 500 meters of the perimeter of Air Force Station should be intimated to Air Force Authority at least 10 days before commencement of activities.
17. No obstruction shall be erected higher than of 15 mtrs within 5 kms radius of Air Force Airfields and construction of any mast/towers shall be carried out in consultation with the Air Force Authority.
18. Lessee shall execute a separate lease deed in respect of such other covenant, terms and conditions as per the prescribed format.

Yours faithfully,


(Bidol Tayeng),IAS,
Secretary (G&M),
Govt of Arunachal Pradesh
Itanagar
Dated the 4th May 2018

NO.DGM/ML/UIL/77/96(Pl-II)

Copy to:

1. The Secretary to the Hon'ble Governor, Arunachal Pradesh.
2. OPS to Chief Minister, Arunachal Pradesh.
3. The PS to Hon'ble Minister (G&M), Arunachal Pradesh.
4. The Secretary, Ministry of Petroleum & Natural Gas, Shastri Bhawan, New Delhi with reference to the letter F.No.0-2-12012/60/2003 ONG/D-IV, dated 23rd January 2004.
5. The Under Secretary to Chief Secretary, Govt of Arunachal Pradesh, Itanagar.
6. The Principal Chief Conservator of Forest, Govt of Arunachal Pradesh, Itanagar.
7. The Secretary (Planning), Govt of Arunachal Pradesh, Itanagar.
8. The Director General of Police, Govt of Arunachal Pradesh, Itanagar, for information please.
9. The Deputy Commissioner, Chenglang & Namsai Districts, Arunachal Pradesh.
10. The Director, Geology & Mining, Govt of Arunachal Pradesh, Itanagar.
11. Office copy

Secretary (G&M),
Govt of Arunachal Pradesh
Itanagar

File No: Expl-13012(12)/369/2017-EXPL-PNG

Government of India

Ministry of Petroleum & Natural Gas

New Delhi, the 13th September, 2017

To,

The Secretary (Mines),
Department of Geology and Mining,
Government of Arunachal Pradesh,
Itanagar.

SUBJECT:- Re-grant of Petroleum Mining Lease (PML) for Ningru Block over an area of 427.058 Sq.Km (originally proposed 540.668 Sq.Km) falling in Changlang & Namsai Districts in Arunachal Pradesh to Oil India Limited, Duliajan, Assam.

Sir,

I am directed to refer to State Government of Arunachal Pradesh letter no. DGM/ML/OIL/77/96 dated 04.09.2017 on the subject mentioned above and to convey the approval of the competent authority that the terms and conditions stipulated in this Ministry letter no. 12012/60/2003-ONG-D-IV dated 23.01.2004 granting PML in respect of the aforesaid block remain unchanged, except the reduction in area of the block from 540.668 Sq. Km to 427.058 Sq. Km.

2. It is therefore requested that PML for Ningru Block may be granted expeditiously to the remaining period of the PML validity i.e 26.11.2023.



(Rakesh Mishra)

Under Secretary to the Govt. of India

Tel: 23385557

Copy to:

1. CMD, OIL with reference to OIL's letter no. OIL/CORP/HSF/Ningru PML/33/835 for information and necessary action.

2. Guard File.

No. -0-12012/60/2003-ONG/D-IV
Government of India
Ministry of Petroleum & Natural Gas

New Delhi, 23rd January, 2004

To

The Secretary (Mines),
Department of Geology and Mining,
Government of Arunachal Pradesh,
Itanagar.

Subject : Regrant of Petroleum Mining Lease to Oil India Limited for Ningru Block measuring an area of 540.668 sq.kms in Arunachal Pradesh.

Sir,

I am directed to refer to Oil India Limited's application dated 28th September, 2002 addressed to you and your letter recommending the case to this Ministry vide letter No.DGM/ML/OIL/77/96 (Pt.I)/2334-35 dated 28.8.2003 on the above subject and to convey the approval of Central Government for the regrant of a Petroleum Mining Lease (hereinafter referred to as "lease") under rule 5(I)(ii) of the Petroleum and Natural Gas Rules, 1959 (as amended from time to time) to Oil India Ltd., for the above said block/area bounded by the geographical limits as per appendix 'A' and to say that the lease shall be subject to the following terms and conditions in addition to such other terms and conditions as agreed under the Production Sharing Contract and/or deed/agreement signed, if any, in respect of the said block/area.

1. The Lease shall be in respect of Crude Oil and Natural Gas.
2. The lease shall be valid for a period of twenty years from the effective date i.e. 27.11.2003.
3. This Lease shall be subject to the provisions of the Oil Fields (Regulation & Development) Act, 1948 (53 of 1948) and the Petroleum & Natural Gas Rules, 1959 made there under as amended from time to time.
4. Royalty on Crude Oil, Condensate and Natural Gas shall be payable by the lessee as per the terms of Production Sharing Contract entered into

However, the lessee and the Central Government in respect of the said backarea or at such rates as may be fixed, from time to time, by the Central Government in consultation with the State Government. The royalty shall be payable on monthly basis and shall be payable by the last day of the month succeeding the period in respect of which it is payable.

Immediately on demand or upon determination or relinquishment of any such lease by this lease, the Lessee shall furnish to the Central Government/OCG, through the State Government confidentially the complete records of data as specified in Rule 19(c) of the P&NG rules, 1959. The Lessee shall submit to Central Government, without fail every month, the results of all operations, boring and test production.

necessary approval from the Competent Authority should be obtained for any Reserved Forest Area (if any) falling in the leased area. However, the Lessee may carry out surveys for oil exploration in the Reserved Forest Area falling in such leased Area without obtaining prior clearance of the Ministry of Environment and Forests, Government of India under the Forest (Conservation) Act, 1980 so long as the surveys do not involve cutting of forest. The Lessee shall, however, in no circumstance carry out surveys in specially protected area like wildlife sanctuary, national park and preservation or sample plots demarcated by the Forest Department. (Ref. Letter No.11-28/86 FRY(CONS) Dated 08.05.1986, Department of Environment, Forest & Wildlife, Government of India).

If international companies or foreigners are entrusted with the task, the Lessee may get security-cetting of these companies through the Cabinet Secretariat Research & Analysis Wing) with help of this Ministry. The Lessee shall also seek prior clearance from the Ministry of Home Affairs for furnishing of defence with the full particulars of the foreigner employees under contract to this Ministry.

11. The Lessee shall issue identity cards to each of the employees. The system of issuing identity cards of personnel will have to be strictly followed.
12. Liability to its employees and/or on the project site and en-route to a emergency-affected forest will be the responsibility of the lessee.
13. The Lessee shall allow Government authorities to enter and inspect area for security check up, if necessary.
14. Lessee shall not employ any foreign nationals surreptitiously in the area.

12. No ground/aerial survey of the Defence VAs/VPs is permitted. Aerial survey, if any would be governed by the provision of Ministry of Defence Letter No. 18(8)82-D-(GS III) dated January 31, 1989.
13. Air Force areas falling within the zones embarked for delineation should be avoided.
14. For works in close vicinity of Indian Air Force units/Installations and visit to these installations, if any, specific permission of air Hdqrs. should be obtained.
15. Any work within 500m of the perimeter of Air Force station should be intimated to Air Force authority atleast 10 days before commencement of activities.
16. No obstruction shall be erected higher than 15 mtrs. within 5 kms radius of Air Force Airfields and construction of any high mast/towers shall be carried out in consultation with the Air Force Authority.
17. Lessee shall execute a separate lease deed in respect of such other covenant, terms and conditions as per the prescribed format.



(N.C. Zakhup)

Under Secretary to the Govt. of India

Tel. : 2338 7849

Copy to:

1. Chairman & Managing Director,
Oil India Limited, 5 Sikandara Road, New Delhi.
2. Director General, Directorate General of Hydrocarbons, New Delhi
3. Guard File

Appendix-A

The Co-ordinates of the block are furnished below:

AREA (Sq.Km.)	Original Point	LATITUDE			LONGITUDE		
		DEG	MIN	SEC	DEG	MIN	SEC
540.668	A	27	24	31	96	01	13
	B	27	25	40	96	01	35
	C	27	27	50	96	05	45
	D	27	26	30	96	06	25
	E	27	26	35	96	08	00
	F	27	28	20	96	11	15
	G	27	28	40	96	13	00
	H	27	30	25	96	12	58
	I	27	34	20	96	07	45
	J	27	32	50	96	05	45
	K	27	29	40	95	59	30
	L	27	31	20	95	58	00
	M	27	34	30	96	01	10
	N	27	36	20	96	00	25
	P	27	44	00	95	55	10
	Q	27	45	00	95	58	50
	R	27	40	05	96	02	10
	S	27	41	05	96	05	20
	T	27	37	00	96	08	45
	U	27	34	40	96	14	35
	V	27	33	50	96	15	30
	W	27	29	18	96	18	35
	X	27	27	10	96	15	20
	Y	27	24	40	96	09	15
	Z	27	25	00	96	06	30
	Z1	27	21	40	96	03	20
	Z2	27	23	00	96	00	10
	D1	27	23	01	96	01	13
	C1	27	23	01	96	03	22
	B1	27	24	31	96	03	22
	A	27	24	31	96	01	13

MAP SHOWING NINGRU PML BLOCK OF OIL IN NAMSAI (ERSTWHILE LOHIT) &
CHANGLANG DISTRICTS OF ARUNACHAL PRADESH



