

**MINING LEASE  
OF**

**SHRI DHARAM CHAND JAIN**

**Over An Area of 222.30 Acres or 89.961 Hects., Block-A**

**Within the Area of 250.00 Acres of Iron Ore  
IN**

**DALPAHAR ( BAITARANI R. F. No. II ) OF KEONJHAR DISTRICT**

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FORM K.  
MINING LEASE.  
(See Rule 31).

THIS INDENTURE made this 9<sup>th</sup> day  
of June, 1986, between the Governor of  
Orissa (hereinafter referred to as the "State  
Government" which expression shall where the  
context so admits be deemed to include the  
successors and assigns) of the one part ; and

When the  
Lessee  
is an  
indi-  
vidual.

Shri Dharam Chand Jain, son of late Misrilall  
Jain, by caste Jain, aged about 50 years, resident of  
Chaibasa, P.O. and P.S. Chaibasa, District Singhbhum,  
Bihar, by occupation business (Name of person with  
address and occupation) (hereinafter referred to as  
"The Lessee" which expression shall where the context  
so admits be deemed to include his heirs, executors,  
administrators, representatives and permitted assigns)  
represented by the Constituted Attorney Sri Ashok Kumar  
Sengupta, son of late Nalini Mohan Sengupta, aged about  
58 years, occupation service, of Chaibasa, P.O. & P.S.  
Chaibasa, Dist. Singhbhum, Bihar, of the other part.

For DHARAMCHAND JAIN,

Attorney.

Collector  
KEONJHAR

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WHEREAS THE Lessee has applied to the State Government in accordance with the Mineral Concession Rules, 1960 (hereinafter referred to as the said Rules) for a Mining Lease for IRON ORE in respect of the land described in Part I of the schedule hereunder written and has deposited with the State Government the sum of Rs.1,000/- as security and the sum of Rs.500/- for meeting the preliminary expenses for a Mining Lease (and WHEREAS the Central Government has approved the grant of the lease\*);

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

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\*In case of minerals included in the first schedule of the Mines and Minerals (Regulation and Development) Act, 1957,

For DHARAMCHAND JAIN,

Attorney.

Collector

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All those the mines beds/veins seams of  
IRON ORE (here state the mineral or minerals)  
(hereinafter and in the schedule referred  
to as the said minerals) situated lying and  
being in or under the lands which are referred to  
in Part I of the said schedule, together with  
the liberties, powers and privileges to be  
exercised or enjoyed in connection herewith  
which are mentioned in Part II of the said  
schedule subject to the restrictions and conditions  
as to the exercise and enjoyment of such 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  
9<sup>th</sup> day of June, 1986, 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

For DHARAMCHAND JAIN,

Attorney,

Collector  
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the Lessee hereby covenants with the State Government as in Part VII of the said schedule is expressed and the State Government hereby covenants with the Lessee as in Part VIII of the said schedule as expressed AND it is hereby mutually agreed between the parties hereto as in Part IX of the said schedule is expressed.

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

The Schedule above referred to :-

**PART I.**

**THE AREA OF THIS LEASE.**

Location  
and area  
of the  
lease.

All that tract of lands situated in Dalpahar (Baitarani Reserve Forest No.II) (description of area or areas) under P.S.Joda, in Champua subdivision of Keonjhar district, in the Registration District of Keonjhar, bearing Cadastral Survey No. 73 G/5 containing an area of 222.30 Acres or 89.961 hectares, Block-A, within the lease hold area of 250.00 Acres in village Dalpahar or thereabouts delineated on the plan hereto annexed and thereon coloured in blue and bounded as follows :-

Collector  
KEONJHAR

For DHARAMCHANDRA PRASAD

*[Signature]*

Attorney

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BOUNDARY DESCRIPTION OF THE MINING LEASE AREA OF  
SHRI DHARAM CHAND JAIN OVER 222.30 ACRES OR 89.961  
HECTARES FOR IRON ORE IN DALPAHAR (BAITARANI R.F.NO.II)  
P.S.JODA IN CHAMPUA SUBDIVISION OF KEONJHAR DISTRICT.

Ref: (i) Topo sheet No. 73 G/5 (Scale 1:50,000)  
(ii) M.L.map over 3552.68 Acres or 1437.719  
hectares Joda West Lease area of  
M/s TISCO.Ltd. (Scale 16" = 1 mile).

The starting point station No.1 is situated  
with a bearing of  $90^{\circ}-00'-00''$  and at a distance of  
1429 ft.or 435.56 metres from the TISCO's pillar No.  
30 i.e. south-west corner pillar of the Joda West  
Mining Lease area over 3552.68 acres or 1437.719  
hectares of M/s TISCO. Ltd.

WESTERN BOUNDARY - Starts from the starting  
point station No.1 and runs with a bearing of  
 $136^{\circ}-05'-00''$  for a distance of 722 ft.or  
220.066 metres to meet the station No.2. Then  
the boundary making interior angles of  $226^{\circ}-10'$ ,  
 $249^{\circ}-05'$ ,  $106^{\circ}-50'$ ,  $273^{\circ}-15'$ ,  $101^{\circ}-00'$ ,  $140^{\circ}-10'$   
and  $201^{\circ}-10'$  at station Nos. 2,3,4,5,6,7 and 8  
respectively runs for distances of 295 ft.or  
89.96 metres from 2 to 3, 630 ft.or 192.024 metres

For DHARAMCHAND JAIN,

Collector  
KEONJHAR

Attorney,

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from 3 to 4,657 ft. or 200.254 metres from  
4 to 5,398 ft. or 121.310 metres from 5 to  
6,812 ft. or 247.498 metres from 6 to 7,454 ft.  
or 138.379 metres from 7 to 8 and 1020 ft. or  
310.896 metres from 8 to 9.

SOUTHERN BOUNDARY - Starts from the station No.9  
and runs making an interior angle of  $93^{\circ}.15'$  for  
a distance of 2690 ft. or 819.912 metres and meets  
the station No.13 through the station Nos.10 to 12.

EASTERN BOUNDARY - Starts from the station No.13  
and runs making an interior angle of  $93^{\circ}.00'$  for  
a distance of 3720 ft. or 1133.856 metres and meets the  
station No.17 through the station Nos. 14 to 16.

NORTHERN BOUNDARY - Starts from the station No.17  
and runs making an interior angle of  $90^{\circ}.00'$  for  
a distance of 2330 ft. or 710.184 metres and  
meets the station No.1 through the station No.  
18 and 19.

Thus the traverse is closed making an  
interior angle of  $46^{\circ}.05'$  at the station No.1.  
hereinafter referred to as "the said lands".

Collector  
KRONIHIA

For DHARAMCHAND JAIN,

Attorney.

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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.

To enter upon land & search for win work etc.

1. Liberty and power at all times during the term hereby demised to enter upon the said lands and to search for mine, bore, dig, drill or win, work, dress, process, convert, carry away and dispose of the said mineral/minerals.

To sink, drive & make pits, shafts & inclines etc.

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

To bring to use machinery equipment etc.

3. Liberty and power for or in connection with any of the purposes mentioned in this part to erect, construct, maintain and use on or under the said lands any engines, machinery, plant, dressing floors, furnaces, coke ovens, brick-kilns,

For DHARAMCHAND JAIN,

Attorney.

Collector  
RECONIHAB

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workshops, store houses, bungalows, godowns, sheds and other buildings and other works and conveniences of the like nature on or under the said lands.

To make roads and ways etc. and use existing roads & ways.

4. Liberty and power for or in connection with any of the purposes mentioned in this part to make any tramways, railways, roads, aircraft, landing grounds and other ways in or over the said lands and to use, maintain and go and repass with or without horses, cattle, wagons, aircrafts, locomotives or other vehicles over the same (or any existing tramways, railways, roads and other ways in or over the said lands) on such conditions as may be agreed to.

To get building and road materials etc.

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

Collector

For DHARAMCHAND JAIN,

Attorney.

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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 the part but subject to the right of any existing or future lessees and with the written permission of Collector to appropriate and use water from any streams, water courses, springs or other sources in or upon the said lands and to divert 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 but not as to deprive any cultivated lands, villages buildings or watering places for live-stock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs; Provided that the lessee shall not interfere with the navigation in any navigable stream nor shall divert such stream without the previous written permission of the State Government.

To use  
land for  
stacking  
heaping  
deposi-  
ting  
purpose.

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

Benefi-  
ciation  
of con-  
veying  
away of  
produc-  
tion.

8. (a) Liberty and power to enter upon and use a sufficient part of the said lands to beneficiate any ore produced from the said lands and to carry away such beneficiated ore.

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

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

PART III.

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

No building etc. upon certain places.

1. No building or thing shall be erected, set up or placed and no surface operations shall be carried on in or upon any public pleasure ground, burning or burial ground or place held sacred by any class of persons or any house or village site, public road or other place which the State Government may determine as public ground nor in such a manner as to injure or prejudicially affect any buildings works property or rights of other persons and no land shall be used for surface operations which is already occupied by persons other than the State Government for works or purposes not included in this lease. The Lessee shall not also interfere with any right of way, well, or tank.

Permission for surface operations in a land not already in use.

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

To cut the trees in unreserved land.

3. The Lessee shall not without the express sanction of the Collector cut down or injure any timber or trees on the said lands but may without such sanction clear away any brush-wood or undergrowth which interferes with any operations authorised by these presents. The Collector or the State Government may require the lessee to pay for any trees or timber felled and utilised by him at the rates specified by the Collector of the district.

For DHARAMCHAND JAIN.

Collector  
EROJAHA

To enter upon reserved forest.

4. Notwithstanding anything in this schedule contained the lessee shall not enter upon any reserved forest included in the said lands without previous sanction in writing of the District Forest Officer nor fell, cut and use any timber or trees without obtaining the sanction in writing of that officer nor otherwise than in accordance with such conditions as the State Government may prescribe.

No mining operations within 50 metres of public works etc.

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

Explanation - For the purpose of this clause the expression "Railway Administration" shall have the

same meaning as it is defined to have in the Indian Railway Act, 1890, by clause (6) of section 3 of that Act, "Public Road" shall mean a road which has been constructed by artificially surfaced as distinct from a track resulting from repeated use. Village road will include any tract shown in the Revenue Road as Village Road.

Facilities for adjoining Government licences and leases.

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

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

#### PART IV.

#### LIBERTIES, POWERS AND PRIVILEGES RESERVED TO THE STATE GOVERNMENT.

To work other minerals.

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

PROVIDED THAT in the exercise of such liberty and power no substantial hindrance or interference shall be caused to or with liberties, powers and



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

To make  
rail-  
ways  
and  
roads.

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

#### PART V.

##### RENT AND ROYALTIES RESERVED BY THIS LEASE.

To pay  
dead rent  
or royalty  
whichever  
is higher.

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

Provided that, where the holder of such mining lease becomes liable under section 9 of the Act, to pay royalty for any mineral removed or consumed

by him or by his agent, manager, employee, contractor or sub-lessee from the leased area, he shall be liable to pay either such royalty or the dead rent in respect of that area, whichever is higher.

Rate and mode of payment of dead rent.

2. Subject to the provisions of clause 1 of this part, during the subsistence of the lease, the lessee shall pay to the State Government annual dead rent for the lands demised and described in Part I of this schedule at the rate for the time being specified in the Third Schedule to the Act, in such manner as may be specified in this behalf by the State Government.

Rate & mode of payment of royalty.

3. Subject to the provisions of clause 1 of this part, the lessee shall, during the subsistence of this lease, pay to the State Government at such times and in such manner as the State Government may prescribe royalty in respect of any mineral/minerals removed or consumed by him or by his agent, manager, employer, contractor or sub-lessee from the leased area at the rate for the time being specified in the second schedule to the Mines & Minerals (Regulation & Development) Act, 1957.

Payment of surface rent and water-rate.

4. The Lessee shall pay rent to the State Government in respect of all parts of the surface of the said lands which shall, from time to time, be occupied or used by the lessee under the authority of these presents at the rate of Rs.10.00 for waste lands and at rates not exceeded rates of land revenue and cesses for cultivated lands and water-rate at the rates as may be fixed from time to time per annum per hectare of the area so occupied or used and so in proportion for any area less than a hectare during the period from the commencement of such occupation or use until the area shall cease to be so occupied or used and shall as far as possible, restore the surface land so used to its original condition. Surface rent and water-rate shall be paid as hereinbefore detailed in clause 2; PROVIDED THAT NO such rent/water rate shall be payable in respect of the occupation and use of the area comprised in any roads or ways to which the public have full right of access.

PART VI.

PROVISIONS RELATING TO THE RENTS AND ROYALTIES.

Rent and royalties to be free from deductions etc.

1. The rent, water-rate and royalties mentioned in Part V of this schedule shall be paid free from any deductions to the State Government at Keonjhar and in such manner as the State Government may prescribe PROVIDED ALWAYS and it is hereby agreed that Rs.1,000/- the balance standing to the credit of the lessee on account of the deposit made by him as a licensee over an area which included the said lands shall be retained and accepted by the State Government in satisfaction of the rents and royalties mentioned in Part V until they reach that amount.

Mode of computation of royalty.

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

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



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

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

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

3. Should any rent, royalty or other sums due to the State Government under the terms and conditions of these presents be not paid by the lessee within the prescribed time, the same together with simple interest due thereon at the rate of 18 per cent per annum or at rates as may be fixed from time to time may be recovered on a certificate of subh officer as may be specified by the State Government by general or special order, in the same manner as an arrear of land revenue.

PART VII.

THE COVENANTS OF THE LESSEE.

Lessee to  
pay rents  
and  
royalties  
taxes  
etc.

1. The Lessee shall pay the rent, water-rate and royalties reserved by this lease at such times and in the manner provided in PARTS V and VI of these presents and shall also pay and discharge all taxes, rates, assessments and impositions whatsoever being in the nature of public demands which shall from time to time be charged, assessed or imposed by the authority of the Central and State Governments upon or in respect of the premises and works of the lessee in common with other premises and works of a like nature except demands for land revenues.

To main-  
tain and  
keep  
boundary  
marks in  
good  
order.

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

To com-  
mence  
operations  
within a  
Year and  
work in  
a work-  
manlike  
manner.

3. Unless the State Government for good cause permits, otherwise the lessee shall commence operation within one year from the date of execution of the lease and shall thereafter at all times during the continuance of this lease search for win, work, and develop the said minerals without voluntary intermission in a skilful and workman-like manner and as prescribed under clause 12 hereinafter without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops, buildings, structures or other property thereon. For the purpose of this clause operations shall include the erection of machinery laying of a tramway or construction of a road in connection with the mine.

To indem-  
nify  
Government  
against  
all claims.

4. The Lessee shall make and pay such reasonable satisfaction and compensation as may be assessed by lawful authority in accordance with the law in force on the subject for all damage, injury or disturbance which may be done by him in exercise of the powers granted by this lease and shall indemnify and keep

indemnified fully and completely the State Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith.

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

5. The Lessee shall during the subsistence of this lease well and sufficiently secure and keep open with timber or other durable means all pits, shafts and workings that may be made or used in the said lands and make and maintain sufficient fences to the satisfaction of the State Government round every such pit, shaft or working whether the same is abandoned or not and shall during the same period keep all workings in the said lands except such as may be abandoned accessible free from water and foul air as far as possible.

To strengthen and support the mine to necessary extent.

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

To allow inspection of workings.

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

the

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

**To report discovery of other minerals.** 9. The Lessee shall report to the State Government the discovery in the leased area of any mineral not specified in the lease within sixty days of such discovery along with full particulars of the nature and position of each such find. If any mineral not specified in the lease is discovered in the leased area, the lessee shall not win and dispose of such mineral unless such mineral is included in the lease or a separate lease is obtained therefor.

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

- (1) Quantity and quality of the said mineral/minerals realised from the said lands.
- (2) Quantity of the various qualities of ores beneficiated or converted (for example coal converted into coke).
- (3) Quantities of the various qualities of the said mineral/minerals sold and exported separately.
- (4) Quantities of the various qualities of the said mineral/minerals otherwise disposed of and the manner and purpose of such disposal.
- (5) The prices and all other particulars of all sales of said mineral/minerals.
- (6) The number of persons employed in the mines or works or upon the said lands specifying nationality, qualifications and pay of the technical personnel.

(7) Such other facts, particulars and circumstances as the Central or the State Government may from time to time require and shall also furnish free of charge to such officers and at such times as the Central and State Governments may appoint true and correct abstract of all or any such books of accounts and such information and returns to all or any of the matters aforesaid as the State Government may prescribe and shall at all reasonable times allow such officers as the Central Government or State Government shall in that behalf appoint to enter into and have free access to the said officers for the purpose of examining and inspecting the said books of accounts, plans and records and to make copies thereof and make extracts therefrom.

To main-  
tain  
plans  
etc.

11. The Lessee shall at all times during the said term maintain at the mine office correct intelligible upto date and complete plans and sections of the mines in the said lands. They shall show all the operations, and workings and all the trenches, pits and drillings made by him in the course of operations carried on by him under the lease, faults and other disturbances encountered and geological data and all such plans and sections shall be amended and filled up by and from actual surveys to be made for that purpose at the end of twelve months or any period specified from time to time and the lessee shall furnish free of charge to the Central and State Governments true and correct copies of such plans and sections whenever required. Accurate records of all trenches, pits and drillings shall show :-

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



The Lessee shall allow any officer of the Central or State Government authorised in this behalf by the Central Government, to inspect the same at all reasonable times. He shall also supply when asked for by the State Government/ the Coal Controller/the Director, Geological Survey of India/the Controller, Indian Bureau of Mines, a composite plan of the area showing thickness, dip, inclination, etc. of all the seams as also the quantity of reserves quality-wise.

Act 67  
of 1957.

12. The Lessee shall be bound by such rules as may be issued from time to time by the Government of India under section 18 of the Mines and Minerals (Regulation and Development) Act, 1957 (Act 67 of 1957), and shall not carry on mining or other operations under the said lease in any way other than as prescribed under these rules.

To provide  
weighing  
machine.

13. Unless specifically exempted by the State Government the lessee shall provide and at all times keep at or near the pit head or each of the pit heads at which the said minerals shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or cause to be weighed thereon all the said minerals from time to time brought to bank sold, exported and converted and also the converted products and shall at the close of each day cause the total weights, ascertained by such means of the said mineral, ores, products, raised, sold, exported and converted during the previous twenty-four hours to be entered in the aforesaid books of accounts. The Lessee shall permit the State Government at all times during the said term to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee. The Lessee shall give 7 days previous notice in writing to the Collector of every such measuring or weighing in order that some officer on his behalf may be present thereat.

For DHARAMCHAND JAIN,

Collector  
INJHA

Attorney.

To allow  
test of  
weighing  
machine.

14. The Lessee shall allow any person or persons appointed in that behalf by the State Government at any time or times during the said terms to examine and test every weighing machine to be provided and kept as aforesaid and the weights used therewith in order to ascertain whether the same respectively and correct and in good repair and order and if upon any such examination or testing any such weighing machine or weights shall be found incorrect or out of repair or order the State Government require that the same be adjusted, repaired and put in order by at the expense of the lessee and if such requisition be not complied with within fourteen days after the same shall have been made, the State Government may cause such weighing machine or weights to be adjusted repaired and put in order and the expense of so doing shall be paid by the lessee to the State Government on demand and if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to the prejudice of the State Government such error shall be regarded as having existed for three calendar months previous to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights in case such occasion shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.

To pay  
compensation  
for  
injury  
of third  
parties.

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

Not to obstruct working of other minerals.

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

Transfer of lease.

17. (1) The Lessee shall not, without the previous consent in writing of the State Government -

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

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

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



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

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

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

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

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

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

Not to be  
financed  
or con-  
trolled  
by a  
Trust,  
Corpo-  
ration,  
Firm or  
person.

18. The lease 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 Central Government. The Lessee shall not enter into or make any arrangement compact or understanding whereby the lessee will or may be directly or indirectly financed by or under

which the lessee's operations or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any Trust, Syndicate, Corporation, Firm or person unless with the written sanction given prior to such arrangement compact or understanding being entered into or made of the Central Government and any or every such arrangement compact or understanding as aforesaid (entered into or made with such sanction as aforesaid) shall only be entered into or made and shall always be subject to an express condition binding upon the other party or parties thereto that on the occasion of a state of emergency of which the President of India in his discretion shall be the sole Judge it shall be terminable if so required in writing by the State Government and shall in the event of any such requisition being made be forthwith thereafter determined by the lessee accordingly.

Lessee shall deposit any additional amount necessary.

19. Whenever the security deposit of Rs.1,000/- or any part thereof or any further sum hereafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the Central or State Government pursuant to the power hereinafter declared in that behalf the lessee shall deposit with the State Government such further sum as may be sufficient with the unappropriated part thereof to bring the amount in deposit with the State Government upto the sum of Rs.1,000/-.

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

20. The Lessee shall at the expiration or sooner determination of the said term or any renewal thereof deliver up to the State Government all mines, pits, shafts, inclines, drifts, levels, waterways, airways and other works now existing or hereafter to be sunk or made on or under the said lands except such as have been abandoned with the sanction of the State Government and in any ordinary and fair course of working all engines, machinery, plant, buildings, structures, other works and conveniences which at the commencement of the said term were upon or under the said lands and all such machinery set up by the lessee below ground which cannot be

removed without causing injury to the mines or works under the said lands (except such of the same as may with the sanction of the State Government have become unused) and all buildings and structures of bricks or stone erected by the lessee above ground level in good repair order and condition and fit in all respects for the working of the said mines and the said minerals.

Right of  
pre-emption.

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

(b) Should the right of pre-emption conferred by this present provision be exercised and vessel chartered to carry the minerals or products thereof procured on behalf of the State Government or the Central Government be detained on demurrage at the port of loading the lessee shall pay the amount due for demurrage according to the terms of the charter party of such vessel unless the State Government shall be satisfied that the delay is due to cause beyond the control of the lessee.

(c) The price to be paid for all minerals or products of minerals taken in pre-emption by the State Government in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption PROVIDED THAT in order to assist in arriving at the said fair market price the lessee shall if so required furnish to the State Government for the

confidential information of the Government particulars of the quantities descriptions and prices of the said minerals or products thereof sold to other customers and of charters entered into for freight for carriage of the same and shall produce to such officer or officers as may be directed by the State Government original or authenticated copies of contracts and charter parties entered into for the sale or freightage of such minerals or products.

(d) In the event of the existence of state of war or emergency (of which existence the President of India shall be the sole Judge and a notification to this effect in the Gazette of India shall be conclusive proof), the State Government with the consent of the Central Government shall from time to time and all times during the said term have the right (to be exercised by a notice in writing to the lessee) (forthwith take possession and control of the works, plant, machinery and premises of the lessee) on or in connection with the said lands or operations under this lease and during such possession or control the lessee shall conform to and obey all directions given by or on behalf of the Central Government or State Government regarding the use of employment of such works, plants, premises and minerals PROVIDED THAT fair compensation which shall be determined in default of agreement by the State Government shall be paid to the lessee for all loss or damage sustained by him by reason or in consequence of the exercise of the powers conferred by this clause and PROVIDED ALSO that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further that may be necessary to give effect to the provisions of this clause.

Conditions  
in case of  
lime stone/  
dolomite/  
marble  
only.

"21-A. Subject to the rights of the State Government and the obligations of the lessee under clause 21 above, the lessee hereby undertakes that in respect of all flux or fettling grade lime stone/

dolomite, marble (that is with acid insolubles of Alumina and Silica less than 15 per cent) he shall win from the leased area, the lessee shall -

- (a) offer the first option of purchase to the Hindusthan Steel Limited, Ranchi, at such price and other terms as may be agreed upon between the lessee and the said H.S.L. in advance from year to year (such price and terms being no less favourable than those prevalent in the particular year in the market), and
- (b) to the extent, the said Hindusthan Steel Limited do not exercise that first option in the particular year, offer the second option of purchase to any other Steel Plant in the country, at such price and other terms as may be agreed upon between the lessee and such other Steel Plant, before otherwise disposing of such limestone, ~~dolomite~~ marble ;
- (c) in the event of any disagreement or dispute existing between the lessee and the said Hindusthan Steel Limited (or other Steel Plant) relating to the price or any other terms or any other matters relating to the exercise of the options aforesaid, the point at dispute shall be referred to the State Government for decision provided further that, in case the lessee or the said Hindusthan Steel Limited (or other Steel Plant) is still aggrieved by the decision of the State Government on such point, the matter shall be referred to the Secretary to the Government of India in the Ministry of Mines and Fuel and the decision of the said Secretary or of any officer nominated by him for the purpose, as the case may be, shall be final and binding on all concerned."

Employ-  
ment of  
foreign  
national.

22. The Lessee shall not employ in connection with the mining operations any person who is not an Indian National except with the previous approval of the Central Government.



Recovery  
of ex-  
penses  
incurred  
by the  
State  
Govern-  
ment.

23. If any of the works or matters which in accordance with the covenants in that behalf hereinbefore contained are to be carried or performed by the lessee be not so carried out or performed within the time specified in that behalf, the State Government may cause the same to be carried out or performed and the lessee shall pay the State Government on demand all expenses which shall be incurred in such carrying out or performance of the same and the decision of the State Government as to such expenses shall be final.

Furnish-  
ing of  
geophy-  
sical  
data.

24. The Lessee shall furnish -

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

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

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

Special  
conditions  
in case of  
Graphite  
only.

25.(1). If it is decided to set up an industry based on Graphite in the public sector, the lessee would surrender his rights to the Government (State or Central) on compensation as may be decided by the Union Government under Article 31 of the Constitution.

(ii) If the lessee is allowed to set up an industry based on Graphite he would abide by such terms and conditions as may be prescribed by the State Government.

(iii) If the Graphite industry is allowed to be set up in the private sector by a party other than the lessee, the lessee should agree to accept such rates for the ore to be supplied as may

(iv) That the material excavated will be subject to the inspection and analysis by the Atomic Minerals Division of the Department of Atomic Energy, Government of India and if on analysis, the same found to be of reactor grade, it will be disposed of only with the prior approval of the Department of Atomic Energy of Government of India.

(v) That you shall submit annual returns of production of Graphite to Controller, I.B.M., Nagpur.

In case  
of mica  
only.

26. If any other prescribed substance under section 3 of the Atomic Energy Act, No. XXIX of 1948 occurs in the area under lease, the lessee shall recover and keep those minerals with a view to making them available to the Government of India and contact the Secretary to the Atomic Energy Commission, Department of Scientific Research, New Delhi, who will arrange to purchase the stocks after assessing their value.

#### PART VIII.

#### THE COVENANTS OF THE STATE GOVERNMENT.

Lessee  
may hold  
and enjoy  
rights  
quietly.

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

Acquisi-  
tion of  
land of  
third  
parties  
and com-  
pensation  
thereof.

2. If in accordance with the provision of clause 4 of Part VII of this schedule the lessee shall offer to pay to an occupier of the surface of any part of the said lands compensation for any damage or injury which may arise from the proposed operations of the lessee and the said

occupier shall refuse his consent to exercise of the right and powers reserved to the State Government and demised to the lessee by this present and the lessee shall report the matter to the State Government and shall deposit with it the amount offered as compensation if the Central/State Government are satisfied that the amount of compensation offered is fair and reasonable or if it is not so satisfied and the lessee shall have deposited with it such further amount as the State and the Central Government shall consider fair and reasonable the State Government shall order the occupier to allow the lessee to enter the land and to carry out such operations as may be necessary for the purpose of this lease. In assessing the amount of such compensation the State Government shall be guided by the principles of the Land Acquisition Act.

To renew. 3. Where the Mining Lease relates to any mineral not specified in the First Schedule to the Act, it shall be renewable for one period not exceeding the period specified in sub-section(2) of Section 8 at the option of the lessee :

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

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

If the lessee be desirous of taking a renewed lease of the premises hereby demised or of any part or parts of them for a further term from the expiration of the term hereby granted and is otherwise eligible he shall prior to the expirations of the last mentioned term given to the State Government twelve calendar months previous notice in writing and shall pay the rents, rates and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained and on the part of the lessee to be observed and performed upto the expiration



of the term hereby granted. The State Government on receipt of application for renewal, shall consider it in accordance with rule 28 of the said rules and shall pass orders as it deems fit. If renewal is granted, the State Government will at the expense of the lessee and upon his executing and delivering to the State Government if required a counterpart thereof execute and deliver to the lessee a renewed lease of the said premises or part thereof for the further term of 20 (Twenty) years at such rents, rates and royalties and on such terms and subject to such covenants and agreements including this present covenant to renew as shall be in accordance with the Mineral Concession Rules, 1960, applicable to IRON ORE (Name of minerals) on the day next following the expiration of the term hereby granted.

Liberty  
to deter-  
mine the  
lease.

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

4-A. The State Government may on an application made by the lessee permit him to surrender one or more minerals from his lease which is for a group of minerals on the ground that deposits of that mineral have since exhausted or depleted to such

an extent that it is no longer possible to work the mineral economically subject to the condition that the lessee -

- (a) makes an application for such surrender of mineral at least six months before the intended date of surrender ; and
- (b) gives an undertaking that he will not cause any hindrance in the working of the mineral so surrendered by any other person who is subsequently granted a mining lease for that mineral.

(No.MIL-152(18)/61- 4.12.62.)

Refund  
of  
security  
deposit.

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

#### PART IX.

#### GENERAL PROVISIONS.

Obstruc-  
tions to  
ins-  
pection.

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

Penalty  
in case  
of  
default  
in pay-  
ment of  
royalty  
and  
breach  
of cove-  
nants.

2. If the lessee or his transferee or assignee makes any default in payment of rent or water-rate or royalty as required by section 9 of the Act or commits a breach of any of the conditions and covenants other than those referred to in covenant(1)above, the State Government shall give notice to the lessee requiring him to pay the rent, water-rate, royalty or remedy the breach, as the case may be, within sixty days from the date of the notice and if the rent, water-rate and royalty are not paid or the breach is not remedied within such period the State Government may without prejudice to any proceedings that may be taken against him, determine the lease and forfeit the whole or part of the security deposit.

Penalty  
for  
repeated  
breaches  
of cove-  
nants.

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

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

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

lessee  
to remove  
his pro-  
perties  
on the  
expiry  
of lease.

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

Forfeiture of  
property  
left more  
than six  
months  
after  
determi-  
nation  
of lease.

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

For DHARAMCHAND SAINI

Collector  
BONHAR

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

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

Immunity  
of State  
Govern-  
ment from  
liability  
to pay  
compen-  
sation.

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

9. For the purpose of stamp duty the anticipated royalty from the demised land is Rs. 7,200/- per year.

Collector  
KHONJHAR

For DHARAMCHAND JAIN

Attorney.

*H. Jain*

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

Signed by  
for and on behalf of the  
Governor of Orissa -

*9/6/86*  
Collector  
**K. N. JAIN**  
COLLECTOR, KEONJHAR.

In the presence of :

1. *sd* \_\_\_\_\_
2. *sd* \_\_\_\_\_

Signed by - *For* DHARAMCHAND JAIN,

In the presence of :

**LESSOR**  
*Attorney.*  
*9/6*

1. *Nilmao Roushoo*  
*1-2 B.D. 200 M. Singh*  
*9.6.86*
2. *Ratnakar Sahoo*  
*9.6.86*

*Apin*

# MINING LEASE

OF

SHRI DHARAM CHAND JAIN

Over An Area of 1.50 Acres or 0.607 Hects., Block B-I

Within the Area of 250.00 Acres of Iron Ore  
IN

DALPAHAR ( BAITARANI R. F. No. II ) OF KEONJHAR DISTRICT

*all in form*





FORM K.  
MINING LEASE.  
(See Rule 31).

THIS INDENTURE made this 9<sup>th</sup> day  
of June, 1986, between the Governor of  
Orissa (hereinafter referred to as the "State  
Government" which expression shall where the  
context so admits be deemed to include the  
successors and assigns) of the one part ; and

When the  
Lessee  
is an  
indi-  
vidual.

Shri Dharam Chand Jain, son of late Misrilall  
Jain, by caste Jain, aged about 50 years, resident of  
Chalibasa, P.O. and P.S. Chalibasa, District Singhbhum,  
Bihar, by occupation business (Name of person with  
address and occupation) (hereinafter referred to as  
"The Lessee" which expression shall where the context  
so admits be deemed to include his heirs, executors,  
administrators, representatives and permitted assigns)  
represented by the Constituted Attorney Sri Ashok Kumar  
Sengupta, son of late Nalini Mohan Sengupta, aged about  
58 years, occupation service, of Chalibasa, P.O. & P.S.  
Chalibasa, Dist. Singhbhum, Bihar, of the other part.

For DHARAMCHAND JAIN,

*[Signature]*  
Attorney.

*[Signature]*  
Collector  
TEONHA



- 2 -

WHEREAS THE Lessee has applied to the State Government in accordance with the Mineral Concession Rules, 1960 (hereinafter referred to as the said Rules) for a Mining Lease for IRON ORE in respect of the land described in Part I of the schedule hereunder written and has deposited with the State Government the sum of Rs. 1,000/- as security and the sum of Rs. 500/- for meeting the preliminary expenses for a Mining Lease (and WHEREAS the Central Government has approved the grant of the lease\*).

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

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\*In case of miner is included in the first schedule of the Mines and Minerals (Regulation and Development) Act, 1957.

For DHARAMCHAND JAIN,

Collector  
IRON/HAB

*Attorney*

*Attorney*

- 3 -

All those the mines beds/veins seams of  
I-2-3-4-5 (here state the mineral or minerals)  
(hereinafter and in the schedule referred  
to as the said minerals) situated lying and  
being in or under the lands which are referred to  
in Part I of the said schedule, together with  
the liberties, powers and privileges to be  
exercised or enjoyed in connection herewith which  
are mentioned in Part II of the said schedule  
subject to the restrictions and conditions as  
to the exercise and enjoyment of such 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  
7<sup>th</sup> day of June, 1986, 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

For Official Use

Collector  
"SONHA"

Signature

Agri

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

Signed by  
for and on behalf of the  
Governor of Orissa

*for a/c 120*  
Collector  
KEONJHAR  
- COLLECTOR, KEONJHAR.

In the presence of :

1. *sd*

2. *sd*

Signed by - For DHARAMCHAND JAIN,  
LESSOR

*Attorney 9/6*

In the presence of :

1. *Hilmoni Rastogi*  
*Do Bdgos At Sdm*  
*9-6-86*

2. *Ratnakar Sahoo*  
*9.6.86*

*Ajai*

**MINING LEASE  
OF**

**SHRI DHARAM CHAND JAIN**

Over An Area of 19.00 Acres or 7.689 Hects., Block B-2

Within the Area of 250.00 Acres of Iron Ore  
IN

DALPAHAR ( BAITARANI R. F. No. II ) OF KEONJHAR DISTRICT

*allan jain*



FORM K  
MINING LEASE.  
(See Rule 31).

THIS INDENTURE MADE THIS 9<sup>th</sup> day  
of June 1986 between the Governor of Orissa  
(hereinafter referred to as the "State  
Government" which expression shall where the  
context so admits be deemed to include the  
successors and assigns) of the one part; and

When the  
lessee  
is an  
individual.

Shri Dharam Chand Jain son of  
Late Masrilal Jain by caste, Jain aged about  
50 years resident of Chaibasa P.O. & P.S.  
Chaibasa Dist. Singhbhum, Bihar, by occupation  
business (Name of person with address and  
occupation) (hereinafter referred to as "the  
lessee" which expression shall where the  
context so admits be deemed to include his  
heirs, executors, administrators, representatives  
and permitted assigns) represented by

For DHARAMCHAND JAIN,

*Man*

Collector  
KHONJHAR

the Constituted Attorney Sri Ashok Kumar Sen Gupta son of Late Nalini Mohan Sen Gupta aged about 58 years of P.O. & P.S. Chaibasa-Dist. Singhbhum, Bihar by occupation- service of the other part .

WHEREAS THE lessee has applied to the State Government in accordance with the Mineral Concession Rules, 1960 ( hereinafter referred to as "the said Rules"), for a mining lease for Iron Ore in respect of the land described in Part I of the Schedule hereunder written and has deposited with the State Government the sum of Rs.1,000/- as security and the sum of Rs.500/- for meeting the preliminary expenses for a mining lease ( and WHEREAS the Central Government has approved the grant of the lease \* )

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

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

For DHARAMCHAND JAIN.

Collector  
KONJHAR

Attorney.

*Jan*



All those the mines beds/veins seams of Iron Ore (here state the mineral or minerals) (hereinafter and in the schedule referred to as the said minerals) situated lying and being in or under the lands which are referred to in Part I of the said schedule, together with the liberties, powers and privileges to be exercised or enjoyed in connection herewith which are mentioned in Part II of the said schedule subject to the restrictions and conditions as to the exercise and enjoyment of such 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 9<sup>th</sup> day of June, 1986, 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

For CHARAMCHAND JAIN

Collector  
BEGUNJHAB

Attorney

*Apri*

9. For the purpose of stamp duty the anticipated royalty from the demised land is Rs.3,200.00 per year.

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

Signed by  
for and on behalf of  
the Governor of Orissa-COLLECTOR, KRONJHAR.

Collector

KRONJHAR

In the presence of :

1. sd —

2. sd —

Signed by -

For DHARAMCHAND JAIN,

LESSOR

Attorney.

In the presence of :

1. Nilmao Ranshu  
B. B. S. O. A. S. M.  
9-6-86

2. Ratanak Sahoo  
9.6.86

Handwritten signature

**MINING LEASE**  
**OF**

**SHRI DHARAM CHAND JAIN**

Over An Area of 2.50 Acres or 1.012 Hects., Block B-3

Within the Area of 250.00 Acres of Iron Ore  
**IN**

**DALPAHAR ( BAITARANI R. F. No. II ) OF KEONJHAR DISTRICT**

*allan jain*



FORM K  
MINING LEASE  
(See Rule 31)

THIS INDENTURE MADE THIS 9<sup>th</sup> day  
of June 1986 between the Governor of Orissa  
(hereinafter referred to as the "State Govern-  
ment" which expression shall where the context  
so admits be deemed to include the successors and  
assigns) of the one part; and

When the  
lessee is  
an indiv-  
idual.

Shri Dharan Chand Jain son of Late  
Maerilal Jain by caste, Jain aged about 50  
years resident of Chaibasa, P.O. & B.S. Chaibasa  
Dist. Singhbhum, Bihar by occupation business  
(Name of person with address and occupation)  
(hereinafter referred to as "the lessee" which  
expression shall where the context so admits  
be deemed to include his heirs, executors,  
administrators, representatives and permitted  
assigns) represented by the Constituted Attorney

Collector  
K. N. HAD

For DHARAMCHAND JAIN

Attorney

H. J.

- 2 -

Sri Ashok Kumar Sen Gupta, son of Late  
Nalini Mohan Sen Gupta aged about 58 years  
of P.O. & P.S. Chaibasa, Dist. Singhbhum  
Bihar by occupation - Service of the other  
part.

WHEREAS THE lessee has applied to the  
State Government in accordance with the  
Mineral Concession Rules, 1960 (hereinafter  
referred to as "the said Rules") for a mining  
lease for Iron Ore in respect of the land  
described in Part I of the Schedule hereunder  
written and has deposited with the State  
Government the sum of Rs.1,000/- as security and  
the sum of Rs.500/- for meeting the preliminary  
expenses for a mining lease (and WHEREAS the  
Central Government has approved the grant of  
the lease \*).

WITNESSETH that in consideration of  
the rents and royalties covenants and agree-  
ments by and in these present and the schedule  
hereunder written reserved and contained and  
on the part of the lessee to be paid observed  
and performed, the State Government (with the  
approval of the Central Government\*) hereby  
grants and demises unto lessee.

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\* In case of Minerals included in the first  
schedule of the Mines and Minerals (Regulation  
and Development) Act, 1957.

For DHARAMCHAND JAIN

*Apas*

Collector  
BONJHAR

- 3 -

All those the mines beds/veins seams of Iron Ore (here state the mineral or minerals) (hereinafter and in the schedule referred to as the said minerals) situated lying and being in or under the lands which are referred to in Part I of the said Schedule, together with the liberties, powers and privileges to be exercised or enjoyed in connection herewith which are mentioned in Part II of the said Schedule subject to the restrictions and conditions as to the exercise and enjoyment of such 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 9th day of June, 1986 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 V of the said

For DHARAMCHAND JAIN

Attorney

Collector  
BSPH/1000

*Mam*  
*Mam*



For the purpose of stamp duty the anticipated royalty from the demised land is Rs.400.00 per year.

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

Signed by  
for and on behalf of  
the Governor of Orissa.

*9/6/82*  
Collector  
**KEONJHAR**  
COLLECTOR, KEONJHAR

In the presence of :

1. *sd*

2. *sd*

For DHARAMCHAND JAIN

*9/6/82*  
Attorney

Signed by

LESSEE

In the presence of :

1. *Himanshu Rakesh*  
*9.6.86*

2. *Ratnakar Sahas*  
*9.6.86*

*9/6/82*

# MINING LEASE

OF

SHRI DHARAM CHAND JAIN

Over An Area of 4.70 Acres or 2.002 Hects., Block - C

Within the Area of 250.00 Acres of Iron Ore  
IN

DALPAHAR ( BAITARANI R. F. No. II ) OF KEONJHAR DISTRICT.

*allin jain*



FORM K  
Mining Lease  
(See Rule 31)

THIS INDENTURE MADE THIS 9th day  
of June 1986 between the Governor of Orissa  
(hereinafter referred to as the "State Govern-  
ment" which expression shall where the context  
so admits be deemed to include the successors  
and assigns) of the one part; and

When the  
lessee  
is an  
individ-  
ual.

Shri Dharam Chand Jain, son of Late  
Masrilal Jain by caste, Jain aged about 50  
years resident of Chaibasa, P.O. & P.S. Chaibasa  
Dist. Singhbhum, Bihar by occupation business  
(Name of person with address and occupation)  
(hereinafter referred to as "the lessee" which  
expression shall where the context so admits  
be deemed to include his heirs, executors,  
administrators, representative and permitted  
assigns) represented by the Constituted Attorney

For DHARAMCHAND JAIN

Collector  
T. N. JHA

Attorney

*[Signature]*

Sri Ashok Kumar Sen Gupta, son of Late Nalini Mohan Sen Gupta aged about 53 years of P.O. & P.S. Chaibasa, Dist. Singhbhum Bihar by occupation - Service of the other part.

WHEREAS THE lessee has applied to the State Government in accordance with the Mineral Concession Rules, 1960 (hereinafter referred to as "the said Rules") for a mining lease for Iron Ore in respect of the land described in Part I of the Schedule hereunder written and has deposited with the State Government the sum of Rs.1,000/- as security and the sum of Rs.500/- for meeting the preliminary expenses for a mining lease (and WHEREAS the Central Government has approved the grant of the lease \*).

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

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

For DHARAMCHAND JAIN

Collector  
MION HIA

All those the mines beds/veins seems of Iron Ore (here state the mineral or minerals) (hereinafter and in the schedule referred to as the said minerals) situated lying and being in or under the lands which are referred to in Part I of the said schedule, together with the liberties, powers and privileges to be exercised or enjoyed in 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 9<sup>th</sup> day of June 1986 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 sa

For DHARAMCHAND JAIN,

Collector  
BILAHAR

*Mai*

9. For the purpose of stamp duty the anticipated royalty from the demised land is Rs. 900.00 per year.

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

Signed by :  
for and on behalf of  
the Governor of Orissa.

*He*  
9/6/86  
Collector  
BONHAR  
COLLECTOR, KEONJHAR

In the presence of :

1.

*Sd*

2.  
Rk

*Sd*

Signed by

*Antur*  
9/6  
LESSOR

In the presence of :

1. *Nirmali Ranbar*  
*B. B. S. M. S. M.*  
9.6.86

2. *Ratna Sahoo*  
9.6.86

*Again*