



No - 19725

12-12-73

~~RECEIVED IN THE~~

THIS INDENTURE MADE THIS 29th day of September
1970, between the governor of Bihar herein
after 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 Sri Bhuneshwar Singh, S/o
late Nand Lal Singh resident of village Phur or
P.S. Bermo district Hazaribagh occupation Mining
Business and Shree Shivalayal Rathi S/o late Fakir Chand
Rathi resident of Tharia P.S. Tharia district
Dhanbad, occupation running business at present
Turi colliery, P.O. Turi, District Hazaribagh (here
in after referred to as the lessee which expression
shall where the context so admits be deemed to
include their respective heirs executors administrators
representatives and their permitted assigns) of the
other part.

BIRENDRA SINGH
Project Officer
Selected Dhan Opari East Min
Dhani Area C

Central Reserve Bank - 1966-12-12



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for 200.00

for 200.00

ONE RUPEE भारत ONE RUPEE

WHERE AS the lessors have applied to the state government in accordance with the Mineral Concession Rules 1960, for a ~~mining lease~~ for coal only in respect of the lands described in Part I of the schedule hereunder written and — 2 — and have deposited with the state government the sum of Rs 1000/- (Rupees one thousand) only as security and the sum of Rs 50/- (Rupees five-hundred) only for meeting the preliminary expenses for a mining lease (and WHERE AS the Central government has approved the grant of 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 on the part of the lessors to be paid observed and performed by the state govt. (with the approval of Central government) hereby grants and demises unto lessee all those the mines beds, veins, seams of coal (hereinafter and in the schedule referred to as the said minerals) situated lying and being to or under the lands which are referred to in Part I of the said schedule together with the liberties + Powers and privilege to be exercised or enjoyed in connection herewith one mentioned in Part II.

BIRENDRA SINGH
Printed Officer
Selected Dhan Open Cast
Dhan Area CCL

No. 1

The 29th day of September 1920

of the said schedule subject to the restrictions
conditions as to the exercise and enjoyment of
such liberties Powers and — 3 — and Privileges
which are mentioned in Part II of the said
schedule except and reserving out of this
demise unto the state government the liberties
Powers and Privileges mentioned in Part II of
the said schedule TO HOLD the Premises
hereby granted and demised unto the lessees
from the 29th day of September 1920 for
the term of ~~Three~~ years hence next ensuing
yielding and paying therefor unto the state
government the several rents and royalties mentioned
in Part I of the said schedule at the
respective times therein specified subject to the
provisions contained in Part II of the said
schedule and the lessee hereby covenants
with the state government as in Part IV of
the said schedule expressed and the state
government hereby covenants with the lessees
as in part VII of the said schedule as
expressed AND it is hereby mutually agreed
between the parties here to as in Part IX of the
said schedule in expressed — — —

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

— The schedule above referred to: — 4 —

The schedule above referred to —

PART-I

The area of this lease.

Location and area? All that tract of land situated
out of the lease - at village Turio Registration district
of Hazaribagh sub district Hazaribagh and
Thana Nawadah bearing cadastral survey 1/40
70 containing an area of 732 acres (296.23
hectares) or thereabouts delineated on the Plan
here to annexed and thereon coloured red and
bounded as follows:

Boundary of Block "A"

On the north:- Boundary of village Turio Thana Nawadah 71
on the south - River Damodar.

On the East:- Boundary of village Turio Thana Nawadah no 71 -
AND on the West:- Boundary of village Makuli Thana
Nawadah no 69 and boundary of
selected Kengali colliery and Kalyani
selected Kengali colliery

Boundary of Block "B" P.T.O

Boundary of Block "B"

On the north:- village boundary of Turio

ON the south:- Boundary of Kalyani selected Kengali Colliery

On the east:- do -

On the west:- Boundary of village Makuli -
hereinafter referred to as the "sand lands"

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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maintain
earth/e.
vehicles

To enter upon land and have liberty and power at all times
and seasons for air work during the term hereby admitted
etc. — or enter upon the said land

and to search for mine, bore, dig, drill or otherwise
work doas. Process, convert carry away and dispose
of the said minerals.

To sink drive and make liberty and power for
Pits shafts and inclines in connection with any of the
etc. — 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 air ways and other work and
to use maintain deepen or extend any existing work
of the like nature in the said lands. —

To bring to use liberty and power for
machinery equipments in connection with any of the
etc. — Purposes mentioned in this

Part to erect construct maintain and use on
or under the said lands any engine
machinery plants cloasing floors furnaces coke
ovens brick kilns work shops 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 liberty and power for
and ways etc. in connection with any of the
and use existing Purposes mentioned in this Part
road and ways to make any tramways railways
roads air craft landing grounds and other

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ways in or over the said lands and to use
maintain and go and upon with or within out horses
cattle wagons air crafts 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 75 liberty and Power for or
road materials etc, in connection with any of the
purposes mentioned in this Part, to quarry and
get stone, gravel and other building and roads
materials, and clay and to use and employ
the same and to manufacture such clay in to
bricks or tiles and to use such bricks or tiles
but not to sell any such materials bricks or
tiles

To use water 76 liberty and Power for or in
connection with any of the purposes
mentioned in this Part and subject to the
rights of any existing or future lessors and
with the written permission of Isply
commissions to appropriate and use water
from any streams water course springs or
other sources in or upon the said lands
and to divert step up or dam any such
streams or water course or collect or
impound any such water and to make construct

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and maintain my water course culverts drains
or reservoirs but not as to deprive any
cultivated lands villages buildings or watering
place 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 ~~pass~~ shall not
interfere with the navigation in any navigable
streams nor shall divert such stream nor shall
divert such stream without the previous written
permission of the state government.

To use land for stocking ^{I.} liberty and power
heaving depositing purposes — to enter upon and use
a sufficient part of the surface of the
said lands for the purpose of stocking
heaving storing or depositing therein any
produce of the mines or works carried on
and any tools equipments earth and materials
and substance dug or raised under the liberties
and powers mentioned in this part.

Beneficiation and conveying ^{28 (9)} liberty and power
away of production — to enter upon and use
sufficient part of the said lands to benefication
any ore produce from the said land and to
carry away such beneficiated ore.

To make coke ⁽⁶⁾ liberty and power upon the
sd lands to convert into coke my coal or coal
dust produced from the said lands and to —
carry away such coke.

CONT'D

to clear brush wood and 7.9 liberty and power for
to fell and utilise trees etc) in connection with any of the
purposes mentioned in this Part and subject to the
existing rights of others and same as provided
in clause 3 Part III of the Schedule to clear
under growth and brush wood and to — 8 —
to sell and utilise any trees or timber standing
or found on the said lands Provided that the
state government may ask the lessee to pay
any trees or timber felled and utilised by him at
the rates specified by the Deputy Commissioner or
the state government

PART III

Restrictions and conditions as to the exercise of
the liberties Powers and Privileges as in Part II

1 No building etc upon certain Places:-

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 clause of persons or any houses
or villages site public roads or other place
which the state government may determine
as public ground nor in such a manner as to
interfere or prejudicially affect any building walls
property or right of other persons and no
land shall be used for surface operations which
is already occupied by persons other than the
state government for work or purpose not
intended in this lease. The lessee shall not also

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intervene with my right of way well or tank.

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

- (i) The agricultural lands will not be acquired
strictly : - (q) — strictly beyond the purposes
of prospecting and mining which would be
determined by the District Officer or my
other officer authorised in this behalf. —
- (ii) Wherever agricultural lands have not been
permanently acquired and mining operations
have been conducted by any private arrangements
case will be taken to fill up the ditches etc
caused in the agricultural lands in course
of prospecting or mining operations to the
satisfaction of the District Officer or my other officer
authorised in this behalf —
- (iii) The agriculturists and their dependants who are
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affected in any way either by acquisition or otherwise will be provided employment on minimum fair wages as soon as mining operations are undertaken in the agricultural lands to the satisfaction of the District Officer or any other officer authorised in this behalf. — —

To entries in 3 The lessee shall not without unreserved leave of the express sanction of the Deputy Commissioner cut down or injure any timber or trees on the said lands but may, without such sanction clear away any brushwood or under growth which interferes with any property authorised by these persons. — The Deputy Commissioner or the state government may, require the lessee to pay over any trees or timber felled and utilised by him at the rates specified by the Deputy Commissioner of the district.

To entry upon 4 Notwithstanding any thing in this reserved forest 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 them in accordance with such conditions as the state government may prescribe. —

(4) (a) The liberty powers and privileges mentioned in — (10) — in Part II of this schedule shall be so exercised or enjoyed by the lessee

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lessee as not to cause any hindrance or
interference to or with my operations for the
removal of any forest produce as defined
in clauses (a) and (b) (i) (ii) and (iii) of section
2 of the Indian Forest Act XVII of 1927
in clause (a) and (b) (i) (ii), and (iv) of the Bihar
Private Forest Act IX of 1948 from the said
lands bearing carried by the Governor or by
any lessee authorised by him in that behalf and
⁽²⁾ ~~in~~ the event of any dispute or question
arising as to whether my hindrance or interference
has been or will be likely to be
so caused the same shall be determined by the
conservator of forest whose decision shall be
final and shall be binding on the lessee.

(b) The lessee shall if required so to do by
the district officer the divisional forest
officer forth with cut down clear away and
remove at the lessee's own cost all trees
wood grass leaves sheds hut and inflammable
yards of the boundary there of and
annually during the month from February
to June inclusive maintain and keep clear
of all trees wood grass leaves sheds hut
and inflammable materials so such of the
said land as lying within sixty yards of the
boundary there of. The lessee shall also maintain
such other or additional fire guards within the
said lands as may from time to time be.

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Prescribed by the Deputy conservator of forest.
The lessee shall furnish the forest officer

in charge of the reserved forest with in the
said lands a full description in writing of any
timber or trees which may be cut down or
destroyed by the lessee.

(c) (i) The mining lessee or his agents and
workmen shall at all time have the right and
liberty to enter upon any part of the private
Protected forest under their lease with but
let or hindrance for purposes of Prospecting,
quarrying or mining but they shall do nothing
in respect of any forest produce nor shall
they disturb the surface in any way except

— — except no here in after provided

(ii) Where Prospecting quarrying or mining operation
does not involve the clearing or cutting of
any forest growth it may be done without
the permission of or without reference to
the forest officer

(iii) Where Prospecting quarrying or mining involve
clearance of under growth such as shrubs
or bushes over an acre not exceeding one

tenth of an acre but does not involve the
cutting of any trees or pole or sapling or
bamboo the clearance may be done without

the permission of the Divisional Forest
Officer but a report there of shall
immediately be submitted to the Divisional Forest
Officer this is right of the lessee to
clear the bushes and shrubs shall be exercised

not

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Project Order
Selected Dihon Open Cast
Dihon Area CCL

only once in every year. (iv) where prospecting or quarrying or mining may necessitate clearance of under growth over an area exceeding one-tenth of an acre or the cutting down of trees or pole or bamboo the previous permission in writing of the forest officer shall be necessary and the clearance shall not be done so the trees or pole - suppling or bamboo shall not be cut until those have been marked by the forest department for selling and the royalty thereof assessed and paid. Provided that in case the forest officer decided to refuse such permission he shall consult the district mining officer of the district before doing so and if they agree the permission may be refused but if they disagree the matter may be referred to the chief mining officer Bihar, and if both of them agree the permission may be refused. But if the chief conservator of forest and chief mining officer disagree the matter should be referred to government for orders (v) if the mining lessor desires to construct any road or building or any other work or structure for purposes of 12 - 04 mining or quarrying he should obtain the previous permission of the forest officer and shall pay compensation as assessed by forest officer and abide by the conditions and regulations issued by the forest officer in

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This behalft (vi) The lessor shall must carry on
mining or quarrying operations to the maximum economic
depth in the area already taken up and obtain
a certificate from the District mining officer
of the district that economic depth has been
reached before proceeding to any other areas.

No mining operation within 1.5. The lessor shall
50 metres of Public works etc not work or carry
on or allow to be worked or carried on any
mining operation at or to my point within a
distance of 50 metres from any railway line
except with the previous written permission
of the railway administration concerned
or from my reservoir canal or other public
work such as Public roads and building or
inhabited site except with the previous written
permission of the Deputy Commissioner or
any other officer authorised by the state
Government in this behalf and otherwise than in
accordance with such instructions, restrictions
and conditions either general or special which
may be attached to such permission. The said
distance of 50 metres shall be measured in
the case of railway reservoir or canal horizon-
tally from the outer toe of the bank or the
outer edge of the cutting as the case may
be in case of a building horizontally from
the plinth thereof. In case of village roads
no mining operation shall be carried out within a
100m

(B)

distance of 10 metres of the outer edge of
the cutting except with the previous permission
of the Deputy Commissioner or any other officer
duly authorised by the state government in
this behalf and otherwise than in accordance
with such directions restrictions and additions
either general or special which may be
attached to such permission.

Explanation. — For the purpose of this clause
the expression: — 13 — expression Railway
Administration shall have the same meaning as
it is defined to have in the Andhra Railway
Act 1890, by clause 6 of section 3 - of the
Act. Public road shall mean a road which
has been constructed by officially surfaced
as distinct from a track resulting from
repeated use village road will include any track
shown in the revenue record as village road.

Facilities for adjoining 6 The lessee shall allow
government licenses/lessees existing and future holders
of government licenses or leases over any
land which is comprised in or adjoining or is
reached by the land held by the lessee provided
reasonable facilities of access thereto
that no substantial hindrance or interference
shall be caused by such holders of licenses
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

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the state government) shall be made to the lessor for all loss or damage sustained by the lessee by reason of the exercise of this liberty.

7. The lessee shall have to employ either a qualified geologist or mining engineer to look after the mining operations as required by Rule 21 of the mineral conservation and Development Rules 1958

8. The lessee shall give preference to local people in the matter of employment and further shall provide facilities for the training of candidates.

9. Other terms as per mines & minerals — [Regulation and Development] Act 1957 and M.C. Rules 1960 corrected up to date.

PART IV

Liberties Powers and Privileges reserved to the state govt. To work other 1. Liberty and Power for the state minerals — government or to any — 14 — my lessee or person authorised by it in that behalf to enter into and upon the said lands and to search for vein work dig get raise dress process convert and carry away minerals other than the said mineral and any other substance and for these purposes to sink drive make erect construct maintain and use such pits shafts. incline drifts levels and other lines waterways airways water course drains reservoirs.

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engines machinery plant building canals towns
railways road ways and other work and
conveniences as may be deemed necessary or
convenient. Provided that in the exercise of
such liberty and power no substantial hindrance
or interference shall be caused to or with
the liberties powers and privileges of the
lessee 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 governments
shall be made to the lessee for all loss
or damages sustained by the lessee by reason
or in consequence of the exercise of
such liberty and power.

2. Liberty and power for the
to make railways and roadways for the use of my
state government or my 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 my
railways tramways roadways or pipelines
for my purposes other than those mentioned in
Part II of these presents and to get from
the said lands stones gravel earth and other
material for making maintaining and repairing
such railways tramways and roads or my
existing railways and roads and to go and
repass at all times with or without horses
cattle or other animals carts wagons carriage
locomotives or other vehicles over or along such

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for railways, tramways, road 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 person
no substantial hindrance or inter-
ference shall be caused to or with the liberties
Powers - 15 - Powers and Privileges of
the lessee under these presents and that
fair compensation as may be mutually agreed
upon or in the event of dis-agreement
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

Rents and royalties reserved by this lease
to pay dead rent + a royalty which ever
is greater. —

1. The lessee shall pay for every year
of the lease yearly dead rent as specified
in clause 2. of this first in respect of
each mineral. Provided that the lessee shall
be liable to pay the dead rent +
royalty which ever is higher in amount but
not both. 2. subject to the provision
that and made of
Payment of dead rents out clause of this Part
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Entry

During the substance of the lease the lessees shall pay to the state government annual dead rent at the following rate/rates or at such revised rate/rates which may be communicated in writing to the lessees by the state government for mineral per hectare of the lands demised and described in Part I of this schedule. —

Name of Dead rents fixed Area of Dead rent Total amount mineral. per hectare. demised land. Payable. Payable in a year.

1.	2.	3.	4.	5.
Coal -	i) First year	732-00	mill - mill	

acres or
296.23 Hect.
Coal - i) First year - 732-00 . mill - mill

ii) From and year to
5th year @ Rs. do - RS 3702.88 - RS
12.50 per year per hect. 3702.88
(Rupees Three thousand seven hundred Two and eighty eight Paise.)

P.T.O. - 16 —

1 —	2.	3.	4-	5-
Coal -	iii) From 6th year to 10th year @ Rs 25/- per year per hect.	do - RS 7405.76	- RS 7405.76	

Coal - iii) From 6th year to 10th year @ Rs 25/- per year per hect.
(Rupees seven thousand four hundred five and seventy six Paise)

(iv) - From 11th year to 30th year @ Rs 37.50 per year per hect. — do - RS 11108.64 - 11108.64
(Rupees eleven thousand one hundred eight and sixty four Paise)

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there insert the manner in which and time
at which the dead rent surface rent
and water rate should be paid —

Mode of Payment.

No of instalments - The date on which Nature of the date
instalments - rent royalty or surface dues on which
rent will fall due. Payment shall
be made

- I. 1st January (a) Dead rent for the quarter ending 31st March. 1st day of February
- (b) excess royalty for the quarter ending 31st December of the preceding year — do
- (c) surface rent over the areas used & occupied for the preceding year — do
- (ii) — 1st April (a) Dead rent for the quarter 1st day ending 30th June — 1st day of May
- (b) excess royalty for the quarter ending 31st March — do
- III 1st July (a) Dead rent for the quarter — 1st day ending 30th September — 1st day of August
- (b) excess royalty for the quarter — do ending 30th June —
- IV 1st October (a) Dead rent for the quarter 1st day ending 31st December — 1st day of November
- (b) Excess royalty for the quarter — do ending 30th September — do

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Rate and mode of 3. subject to the provision of
payment of royalty clause 1 of this Party, the
lessee shall save the subsistence of this
lease pay to state government at such times
and in such manner as the state government
may prescribe royalty in respect of any
mineral removed by him from the leased area
at the rate for the time being specified
in the second schedule to the mines and
minerals — 17 — minerals (Regulation and
Development) Act 1957 royalty as follows. —

Royalty for coal.

5%. F. O. R. Price subject to a minimum
of eighty Paise per tonne. —

The aforesaid rate of royalty shall be revised
in accordance with the mines & minerals
(Regulation & Development) Act 1957 and the
rules framed there under. 4. Payment of
surface rent and water rate. —

The lessee shall pay rent and water
rates 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
equal to the prevailing rate of the department
concerned from time to time and equal to the
land revenue and lessor assessable on the

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Land respectively per annum per hectare of the area so occupied or used and so in proportion for any area less than a hectare during the period from the commencement of such occupation or use until the area shall cease to be so occupied or used and shall as far as possible 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 comprising roads or ways to which the public have full right of access.

ART VI

Provisions relating to the rents and royalties:

1. Rent and Royalty to be free from deductions etc. —
Rent and royalties to be free from deductions etc. —
of this schedule shall be paid free from any deductions to the State government at Hazaribagh in such manner as the State government may prescribe. — 18 —
mode of computation of royalty — For the purpose of computing the said royalties the lessee shall keep a record —

No

BIRENDRA SINGH
Project Officer
Selected on 22-12-2018

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account of the mineral produced and disposed of.
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.

Course of action of 3. should any rent royalty rents and royalties & other sums due to the not paid in fine - state government under the terms and conditions of these presents be not paid by the lessee within the prescribed time the same may be recovered on a certificate of such officer as may be specified by the state government by general or special order in the same manner as an arrear of land revenue.

PART III.

The covenants of the lessee.

1. The lessee to pay rents and royalties taxes etc. Lessee to pay rents of the lease shall pay the rent and royalties taxes etc. water rate and royalties reserved by this lease at said time 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 what so ever being in the nature of public demand which shall from time to time be charged assessed or imposed by the authority of the central and state government upon or in respect of the premises and works of the lessee in common with other Privileges and works of a like nature except demands for land revenues.

[to maintain and keep boundaries] 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 said marks and pillars shall be sufficiently clear of the shrubs and other obstructions as to admit easy identification.

[To commence operation] 3 - Unless the state government for within 4 years and for good cause permits otherwise the lessee in a work man like manner shall commence operation within one year 19 - year from the date of

execution of the lease and shall thereafter at all times during the continuance of this lease search for and mine and develop the said minerals without voluntary interruption in a skillful and work man like manner and as prescribed under clause 12 herein after without doing or permitting to be done any unnecessary or negligible damage to the surface of the said lands or the crops buildings structures or other property there on 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 indemnify govt 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 & keep in good] 5. The lessee shall during the subsistence of this lease condition pits shafts etc well and sufficiently secure and keep upon with timber or other durable means

all pits shafts and works that may be made or used in the said lands and make and maintain sufficient fences to the satisfaction of the state government ~~and sufficient fences for the~~ sound every such pits shafts or works whether the same is abandoned or not and shall during the same period keep all works in the said lands except such as may be abandoned inaccessible from water and foul air as far as possible.

b. The lessee shall strengthen and support to the satisfaction of the Railway administration concerned or the state government as the case may be any foot or the mine which in its opinion requires such strengthening & support for the safety of any railway reservoir canal road and any other — so — other public works or structures.

[to allow inspection] The lessee shall allow any officer authorised by the central government or the state government in that behalf to enter upon the premises including any building excavation or land comprised in the lease for the purpose of inspecting examining surveying Prospecting and making Plans there of sampling and collecting any data and the lessee shall with proper person employed by the lessee and acquainted with the mines and work effectively assist the officer agents servants and work men in conducting every such inspection and shall

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all pits shafts etc other substance of this lease
well and sufficiently secure

afford them all facilities information connected with the working of the mines which they may reasonable require and also shall and will conform to and observe all orders and regulations which the central and the state governments as the result of such inspection or otherwise may from time to time see fit to impose.

To report 7. The lessee shall without delay accident said to the Deputy Commissioner 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 8. 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.

10. The lessee shall keep records and accounts regarding production and employees etc at all time changing the said term keep or cause to be represented in part.

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Kept at an office to be situated upon
near the said lands correct and intelligible
books of accounts which shall contain accurate
entries showing from time to time — 21 —
time to time —

- (1) Quantity and Quality of the said mineral
realised from the said lands.
- (2) Quantity of the various qualities of coals
beneficiated or converted for example coal
converted into coke.
- (3) Quantities of the various qualities of the said
mineral sold and exported separately.
- (4) Quantities of the various qualities of the said
mineral otherwise disposed of and the manner
and purpose of such disposal.
- (5) The prices and all other particulars of all
sales of said mineral.
- (6) The number of persons employed in the mines or
work or upon the said lands specifying nationality
qualifications and pay of the technical personnel.
- (7) Such other facts particulars and circumstances
as the control 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 control and state government may
appoint true and correct abstract of all or
any such books of accounts and such
information and returns to all or any of the
representatives.

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1st Oct 1874

matters agreeable 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 offices for the purpose of examining and inspecting the said books of accounts Plans and records and to mine workings there out and make extracts therefrom --
to maintain ¹¹ the lessee shall at time to maintain during the said term maintain Plans etc. showing the said term maintained at the mine office correct intelligible up to date and complete. Plans and sections of the mines in the land. They shall show all the operations and workings and all the trenches Pits and drilling 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 government true and correct copies of such Plans and sections whenever required. Accurate records of all trenches

reprova.
R. H. Hart.

L. T. Hart

27

Pits and drilling shall show:-

- (a) The sub soil and strata through which they pass.
- (b) Any mineral encountered (c) Any other matter of interest and all data required by the — 22 — by the contract and state government from time to time. The lessors shall allow any officer of the central or the 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 Director Indian Bureau of Mines a composite Plan of the area showing thickness depth inclination etc. of all the seams as also the quantity of reserves quantity wise.

Act 67/12. The lessors shall be bound by such of 1957 rules as may be issued from time to time by the government of India under section 18 of the mines & minerals (Regulation & Development) Act 1951 (Act 67 of 1951) 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 — 13. Unless specifically exempted, weighing machine by the state government the lessors shall provide and at all times keep at or near the pit head or each of the pit heads representation of the Part.

22

at which the said minerals shall be brought
to bank a property constructed and efficient
weighing machine and shall weigh & cause
to be weighed there on all the said
minerals from time to time, brought to bank -
sold exported and remitted and with the converted
Products and shall at the close of such day
cause the total weights ascertained by such
means of the said minerals, ores products
raised, sold exported and converted during the
Previous twentyfour hours to be entered in the
aforesaid books or accounts. The lessee shall
permit the state government at all times
during the said terms to employ any person
or persons to be present at the weighing of
the said minerals as aforesaid not to keep
accounts there off and to check the accounts
kept by the lessee. The lessee shall give
seven days previous notice inviting to the
Deputy commissioners of every such measuring
or weighing in order that he or some officer
on his behalf may be present there at 23.
To allow test of 714 the lessee shall allow any
weighing machine persons & persons appointed in that
behalf by the state government at any time
so times during the said term to examine
and test every weighing machine to be provided
and kept as aforesaid and the weights used
there with in order to ascertain whether

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meast.

L.S.
BRENDRUMERS
Project Officer
Selected Dior Open Cast
Mine Area, P.

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the same respectively are correct and in
good repair and order and if upon my such
examination or testing my such weighing machine
or weights shall be found in correct or
out of repair or order the state government
may require that the same be adjusted
repaired and put in order and at the
expence of the lessee and if such regulation
be not complied with within fourteen days
after the same shall have been made the
state government may cause such weighing
machine & weights to be adjusted repaired
and put in order and the expence of so
doing shall be paid by the lessee to the
state government on demand and if upon my
such examination or testing as aforesaid any
error shall be discovered in my weighing machine
or weights to the prejudice of the state
government such error shall be regarded as
having existed for three extended months previous
one 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 sum
and penalty shall be paid and accounted
for accordingly.

To pay compensation for £15 - the lessor shall
injury to third parties make and pay reasonable
satisfaction and compensation
for all damage injury or disturbance of person.

Part:

30

Property which may be done or on the part of the
lessee in exercise of the liberties and power granted
by these presents and shall at all times remain 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.

(5) NOT TO abstract working of other minerals — The lessee will exercise
the liberties and power hereby
granted in such a manner ~~not~~ to offend no unness-
sary or — ¹⁶ — as reasonably avoidable
abstractions or interruptions to the development and
working within the said lands of any minerals
not included in this lease and shall at all
times offend to the central and state government
and to the holders of prospecting licences
mining leases in respect of any such
minerals or any minerals within the land adjacent
to the said lands as the case may be
reasonable means of access and safe convenient
passage upon the 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 lessee or holders of prospecting
licences.

— — — — —
other Part:

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BIRENDRA
Prasad
Selected Books

12/1974

Transfer] 17. The lessee shall not without the consent in writing of the state government that the state government shall not give its written consent unless -

(a) The lessee has furnished an affidavit along with the application for transfer of the mining lease specifying therein the amount that has already been taken or proposed 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 operation.

(c) Assign, sublet or mortgage or in any other manner transfer the mining lease or my right title or interest therein or

(d) Enter into and make any arrangement 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 under taking will or may be substantially controlled by - any person or body of persons other than the lessee -

— 25 — 2. Without prejudice to the above

Provisions the lessee may subject to the conditions specified in the Proviso to Rule 35 of the said rules transfer this lease or my 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

my other part: —

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the state government provided that the lessees shall make available to the Commissioner the original or certified copies of all Plans of abandoned working in the area and in a belt 65-metres wide surrounding it.

3 The state government may be called in writing determine the lease at any time if the lessees have 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 interest there in other wise 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 CONTROLLED AND THE LESSEES SHALL NOT ALLOW
 controlled by a Trust - lessees shall not allow corporation, firm or Person except 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 under taking will or may be carried on directly or indirectly by or for the benefit of or subject to the controls of any Trust - syndicate corporations firm or Person under unless with the

Mr.

21/IV/47

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written sanction given prior to such arrangement
contract — 27 — contract or understanding
entered into or or made of the central
government and any or every such arrangement contract
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 building 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 forth
with therefrom determined by the lessor
accordingly.

Lesser shall deposit any [19] when ever the
additional amount necessary security deposit of
Rs 1,000/- or any part thereof or any
further sum here affo deposited with the
state government in replacement thereof
shall be forfeited or applied by the
Central government or state government Pursuit
to the power herein after declared in this
behalf the lessees 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 up to the sum of Rs 1,000/-

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Part

34

Delivery of working in good order to] 10 The lessor
state govt after determination of lease shall at the
expiration or sooner determination of the said
term any renewal thereof delivery up to the
state government all mines pits shafts inclines
drifts levels, water ways air ways 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 plants buildings structures other works
and conveniences which at the commencement of
the said terms were upon or under the said
land and all such machinery set up by the
lessee below ground which can not 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 — 28 —
state government have become disused) and all
buildings and structures of brick & stone erected
by the lessee above ground level in good
repair order and condition and fit in all
respects for further working of the said mines
and the said minerals. — 21 (a) The state government
Right of Pre-emption — shall from time to time and all times during the
said term have the right (to be exercised
by

BIRENDRA
Project Officer

Selected 1997 Open Cast Mine

35-

M.R.M.

by notice in writing to the lessees) of Pre-emption of the said minerals and all products thereof lying in or upon the said lands hereby demised or else where under the control of the lessees and the lessees shall with all possible expedition deliver all minerals or products of minerals purchased by the state government under the power conferred by this provision in the quantities at the time in the notice exercising the said right b) should the right of pre-emption conferred by this proviso be exercised and a vessel chartered to carry the minerals or products thereof procured on behalf of the state government or the central government be detained or damaged at the port of loading the lessee shall pay the amount due for damage 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 costs to assist in arriving at the said fair market price the lessee shall if so required furnish to the state government

11/11/11
S. No. 205
P. No. 60
Date 5/11/11

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for the confidential information of the Government
Particulars of the quantities descriptions and prices
of the said minerals or Products there & sold
to other customers and the -- 37 --
the 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 mineral
or Products (In the event of the existence
of a state of war or emergency (of which
existence) the President of India shall be
the sole Judge and a notification to this
effect in the Gazette of India shall be
conclusive Proof) The state government with
the consent of the central government shall
from time to time and all times during the said
term have the right (to be exercised by a
notice in writing to the lessee) forthwith
take possession and control of the works
plant machinery and premises of the lessee
or in connection with the said land or
operations under this lease and during such
possession or control the lessee shall conform
to and obey all directions given by or in
behalf of the central government or state
government regarding the use or employment
of such works plants premises and minerals
Provided that fair compensation which shall be
determined in default of agreement by the

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BIRENDRA
Pratap Singh

Selected

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state shall be paid to the lessee for all losses 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 long-term hereby granted or effect the terms and provisions of those powers further than may be necessary to give effect to the provision of this clause ^(employment).

Employment of ^{32.} The lessees shall not employ foreign nationals in connection with the mining operation by ~~any~~ person who is not an Indian national except with the previous approval of the central government.

Recovery of expenses incurred ^{33.} of any of the works or matters which in accordance with the covenants in that behalf herein before contained are —

³⁰ — are to be carried or performed by the lessee be not so 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

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as to such expenses shall be final
furnishing of geophysical data) 24—The lessor
shall furnish —

- (a) All geophysical data relating to mining area
or engineering and ground water surveys such
as anomaly maps, section plans, structure contours
maps, loggings collected by him during the
course of mining operations to the Director
geological Survey of India & Calcutta —
(b) all information pertaining to investigation of
radio active minerals collected by him
during course of mining operation to the
Secretary Department of Atomic Energy,
New Delhi —
Date or information referred to above
shall be furnished every year reckoned
from the date of commencement of the period
of the mining lease —

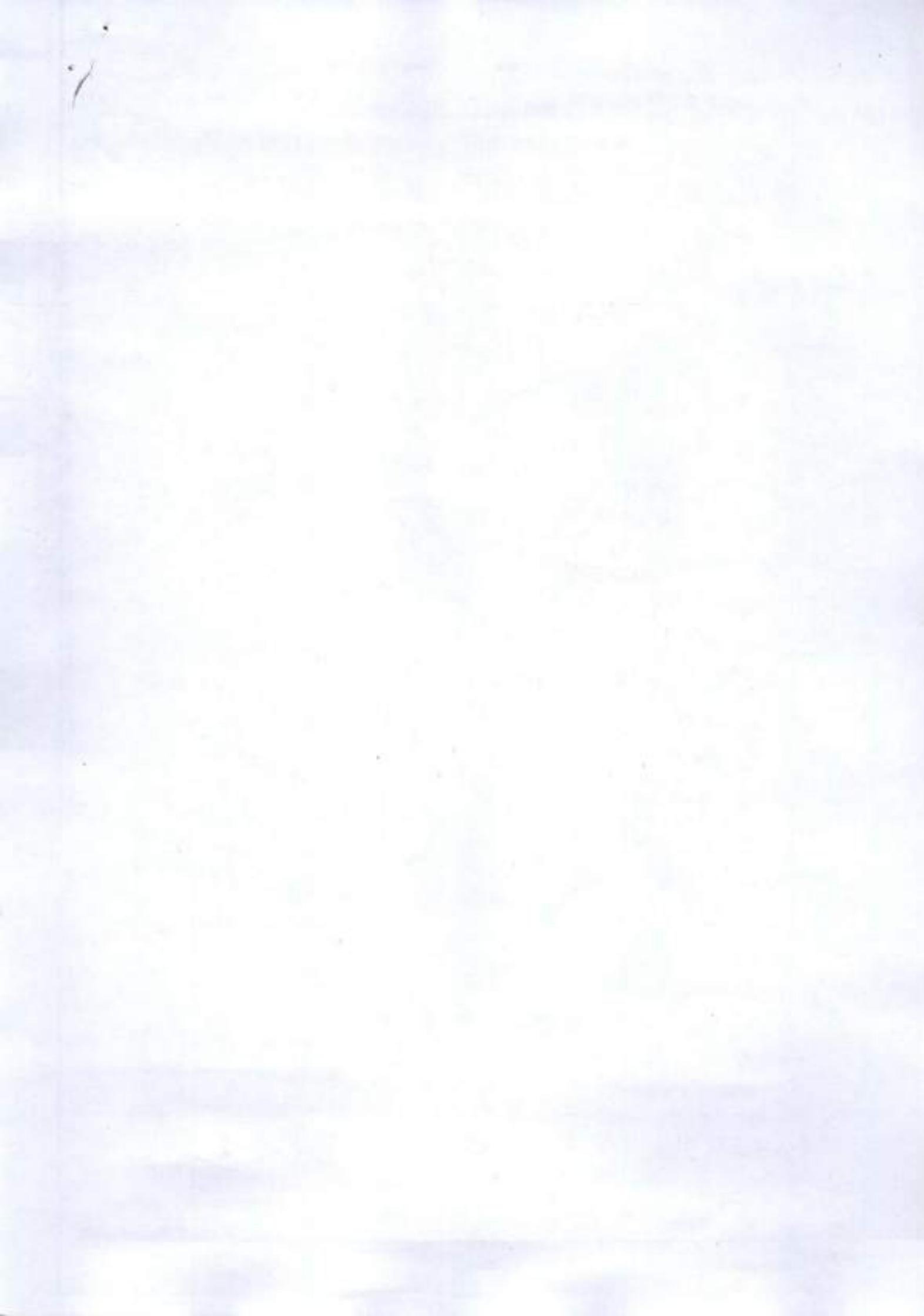
ART VIII

The covenants of the state government.
Lessee may hold and the lessee paying the
rental right quietly for rents water rate and
royalties hereby reserved and absorbing 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

NO

12/1/2011





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interruption from or by the state government
my person rightfully claiming under 1
2. get in accordance with the Governor or
clause 4, art part VI of this schedule -
the lessee shall offer to pay - to an occupier
of the surface of any part of the said land
— 31 — lands compensation for any damage or
injury which may arise from the proposed
operation of the lessee and the said occupier
Acquisition for land of third shall refuse his
parties and compensation those off consent to the excess
of the right and power reserved to the state
government and demised into the lessee by
those persons and the lessee shall report
the matter to the state government and shall
deposit with it such amount offered as compen-
sation and if the total state government are
satisfied that the amount of compensation
offered as fair and reasonable then or if
is not so satisfied and the lessee shall
have deposit with it such further amount
as the state government and total 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

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our Post.

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Selected Books on Law
BIRADHARI
Prakashan

To renew - where the mining lease relates
 to any mineral not specified in the 1st
 schedule to the Act - it should be renewable
 for one period not exceeding the period
 specified in sub section (2) of section 9 of
 the office of the 1882 Act. Provided that the
 state government may for reasons to be
 recorded in writing reduce the period applied
 for. if the lease is in respect of minerals
 not 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 renewal here or
 the premises hereby demised or of any
 part or parts of them for a further term
 from the expiration of the term here
 granted and is otherwise eligible they shall
 prior to the expiration of the last mentioned
 term give to the state government 12 calendar
 months previous notice in writing and shall pay
 the rents and royalties here by reserved
 and shall — 32 — still observe and perform
 the several covenants and agreements there
 in contained and on the part of the lessor
 to be observed and performed up to 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. renewal of

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is granted, the state government will at its own
expense of the lessor and upon their executing
delivering to the state government a printed
or counter Part there or execute, in which
to the lessee a renewed lease of the
said premise or part thereof for such a per-
iod of 30 years (Thirty) at such rates, rates
and royalties and on such terms and subject to
such covenants and agreements including the
present covenants to run as shall be
in accordance with the mineral concession
Rules 1960, applicable to oil or the like
next following the expiration of the term
hereby granted.

Liberty to determine. The lessor may at any
time determine this lease by
giving not less than 12 calendar months notice
in writing to the state government or 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 amounts which may
then be due and payable under this
present to the lessor or my other Person
or Person 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

representative and
Part.

10/10/21
BIRBUDRA SHARMA
Printed
Selected Draft

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determine but without Prejudice to my right -
or remedy of the lessee in respect of
any breach of any of the conditions or
agreements contained in these - Presently -
Provided that the State Government or the
officer or the authority specified as
aforesaid may decline the lease or
determined after the period of 12
calender months notice is --- 33 - it is now
respective of whether all the dues payable
have been paid up or not without prejudice
to any effect for non-payment of such dues
under statute or otherwise and it shall be
free to advertise the same under rules 21
of the M.C. Rules or any other law
existing at the time -

(A) The State Government may on application
made by the lessee permit him to remove
one or more minerals from his lease which is
a group of minerals on the ground that
the deposits of that mineral have run -
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's

- (a) Make an application for such removal of
a mineral at least six months before the intended
date of surrender and -
(b) Give an undertaking that he will not cause
any hindrance in the working of the mineral

Presently -

Part

87/15

so surrendered by any other person who
subsequent by granted a mining-lease for
that mineral (No m II 152 (8) 161 dated
4. 12. 68)

Refund of security⁷⁵. Refund of security money
deposited _____ on such date as the state
government may elect with 12 calendar months
after the determination of this lease or of any
renewal thereof of 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 other
purpose mentioned in this lease shall be
refunded to the lessee. No interest shall
be paid on the security deposit

Part IX

General Provisions

1. In case the lessees or their
abstention to / ^{transferee} assignee does not allow by
inspection by the officers authorised by the
or inspection by the officers authorised by the
control or state government under clauses (i) (j)
or 1 of — 34 — of sub rule (1) of rule
27 of the said rules the state government
or the officer or the officers authorised in this
behalf shall give notice in writing to the lessee
requiring them 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 fail to
show cause within the aforesaid time to the
satisfaction of the state government the state

representative and

Part:

E. J. John
DIRECTOR OF MINES
Project Officer
Selected Diorit Open Cast Mine
Diorite Area, CGT

By

Government may determine the lease and forfeit
the whole or part of the security deposit —

Penalty in case of default, 2. If the lessors
Payment of royalty and breach their transference
of covenants — assignments made and

default in Payment of rent or water rate or
royalty as required by section 9 of the Act or
permits a breach of any of the conditions and
covenants other than those referred to in clause

(ii) above the state government or their officer
or officers authorised in this behalf shall give
notice to the lessees requiring them to pay the
rent water rate royalties or remedy the breach
as the case may be within sixty days from
the date of receipt of the notice until
the rent water rate and royalty are paid &
the breach is not remedied within such period
the state government may without prejudice
to any proceedings that may be taken against
them determine the lease and forfeit the whole
or part of the security deposit —

Penalty for repeated / 3 : In case of repeated
breaches of covenants, breaches of covenants and
agreements by the lessees for which notice has
been given by the state government or the officer or
officers authorised in this behalf in accordance
with clauses (1) and (2) above mentioned on earlier
occasion the state government without giving any
further notice may impose such penalty not exceeding
twice the amount of annual demand specified
in clause 2 Part I — 4 Failure on the part
Failure to fulfil the term of 74 Failure on the part
lesses due to force majeure] of the lessees to [107421

Part.

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Print Office
Selected Days Open Call M

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fail to fulfil any of the terms and conditions of
this lease shall not give the - 35 - the central
state government any claim against the lessees or
be deemed a breach of this lease. In so far as
such failure is considered by the govt government
to arise from force majeure and if through force
majeure the fulfilment by the lessees 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, mut. civil
commotion, strike, earth quake 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 properties? The lessee having
on the expiry of the lease first paid and discharged
rates rates and royalties payable by virtue of
these presents may at the expiry or sooner
determination of the said term or within
six calendar months thereafter (unless the lease
shall be determined under clause 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 engine machinery plant buildings
structures tramways and other works erected
and convenient which may have been erected

present
part.

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101/131

set up or placed by the lessee, in or upon the
said land and which the lessor is not bound to
deliver to the state government and under clause
20 of Part III of this schedule on which the
state government shall not desire to purchase.

Forfeiture of Property - It is agreed at the end of
more than six months after the calendar month after
determination of lease - the expiration or sooner
determination of the said term under the provision
contained in clause 4 of Part III of this
schedule become effective there shall remain in the
said land any engine, machinery, plant
buildings structures tramways railways and other works
conveniences and conveniences or other property which
are not required by the lessee in connection
with operations in any other lands held by them
under prospect — 36 — Prospecting license^s
mining lease the same shall not remain
by the lessee within one calendar month
after notice in writing requiring their removal
has been given to the lessee within one calendar
month after notice in writing requiring their
removal has been given to the lessee by the
state government to become the
property of the state government and may be
sold or disposed of in such manner as the
state government shall deem fit without liability
to pay any compensation or to account to the
lessee in respect thereof.
Notice: — Every notice by these presents required
to be given to the lessee shall be given in

Post.

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SURINAM
Post Office
Selected Direct Open Cash Mail
Dated 1st January 1905

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writing to such person resident on the said ~~land~~ ^{big} ~~land~~ ^{big} ¹
as the lessee may appoint for the purpose
of receiving such notices and if there shall have
been no such appointment then every such notice
shall be sent to the lessee by registered
post addressed to the lessee at the address
recited in this lease or at such other address
in Godha as the lessee may from time to time
so writing to the State government designate
for receipt of notice and every such service
shall be deemed to be proper and valid service
upon the lessee and shall not be questioned
or challenged by them.

Immunity of state govt from S. & G. in my event the
liability to pay compensation orders of the state government
are raised renounced or cancelled by the central
government in pursuance of procedure under
chapter VII of the mineral Concession Rules 1960
the lessees 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. The lessees are fully aware of the litigations
that are pending between state of Bihar on the
one hand and Shri — 37 — Shri K.N. Singh
ex Proprietor of Raniganj estate and M/s
Jharkhand Mines and Industries limited on the
other hand regarding the right title and
interest of the state over the underground
of the area demised in this covenant and the

present
part.

200

~~Lessee~~ have agreed to take the mining lease
subject to the following conditions:

- (1) That the lessees are not entitled to claim any compensation from the state government in any event by reason of any abstention or decision arising out of the conduct of or litigation with M/S Jharkhand Mines & Industries Limited and Shri D. N. Singh ex-proprietor of ~~Limited~~ and any other party.

Ramgarh estate or any other party.

- (2) The mining lease is granted subject to the results of T. S. No 53/54 pending in the court of Sub Judge Hazaribagh.

- (3) The lessees will not hold the state or Rishra or any of its officers and officials liable for any damage in case the mining lease granted to them is modified in consequence of the state losing the litigation and shall have no claim of any kind against the state or its officers on that behalf.

- (4) On the event of any claim for damage from M/S. Jharkhand Mines & Industries Limited and Shri D. N. Singh ex Proprietor of Ramgarh estate, or any other party as a result of working in the area by the lessees during the pendency of the litigation over the subject matter of the mining lease, the lessee will be wholly responsible and liable to compensate the state government for any loss or damage if claimed.

19

The lessees will pay - rent and royalties for the
demi — 38 — the demised land with effect from
3.11.1951 as Provisions. out Mining & Mineral
(Regt & Dev) Act 1952 and M.C. rules 1960.

II. for the purpose of stamp duty the anticipated
royalty from the demised land is Rs 12,000/- per year.

In WITNESS WHERE OF these Provisions have been
executed in the manner hereunder appearing the
day and year first above written —

Signed by — sd. K.R. Bando Upadhyay 29.9.70
Deputy Commissioner Hazaribagh.

for and on behalf of
the Governor of Bihar

In the presence of — sd. N.N. Jha 29.9.70
District mining officer
Hazaribagh

signed by — sd. Bhuneshwar Singh
for and on behalf of
the lessees. — sd. Bhuneshwar Singh
Sivdayal Pathi 29.9.70

Witness. —
① sd. Hanuman das Motwari Motwari Hansen
P.O. Sharua (Dhambaria)

(2) —
Typed by — sd. J. Pandey

sd. N.N. Jha 29.9.70 District mining officer Hazaribagh.

sd. Bhuneshwar Singh sd. Sivdayal Pathi 29.9.70

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BIRENDRA SINGH
Project Officer
Selected Dhan Open Cast Mine
Dhan Area CCL

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Bhuneswar Singh Sd. Sivadeyal Rathi 29-9-20
sd. At N. Jha 29-9-20 District mining officer Hazaribagh
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sd. Bhuneswar Singh Sd. Sivadeyal Rathi 29-9-20

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2017-21
BIRENDRA SINGH
Project Officer
Selected Date _____
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SI. N N. Jha 29. 9. 70 District mining officer Hazaribagh.
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1st Nov 1971

BIRENDRA
President
Selected Data Open Cash Note

Sd Bhuneshwar Singh Sd Sivayal Rathi 29.9.70
Sd N.N. Jha 29.9.70 District Mining Officer Hazaribagh.

Sd Bhuneshwar Singh Sd Sivayal Rathi 29.9.70

Sd N.N. Jha 29.9.70 District mining officer Hazaribagh.

Sd Bhuneshwar Singh Sd Sivayal Rathi 29.9.70

Sd N.N. Jha 29.9.70 District mining officer Hazaribagh.

Sd Bhuneshwar Singh Sd Sivayal Rathi 29.9.70

Sd N.N. Jha 29.9.70 District mining officer Hazaribagh.

Sd Bhuneshwar Singh Sd Sivayal Rathi 29.9.70

Sd N.N. Jha 29.9.70 District mining officer Hazaribagh.

Sd Bhuneshwar Singh Sd Sivayal Rathi 29.9.70

Office of the Treasury Officer 15.7.70

Sri Bhuneshwar Singh Rs 100/- one hundred rupees

Four hundred only 3d. P.M. bill 15.7.70

clerk Treasury Hazaribagh office of the Treasury

officer Hazaribagh sold to Sri Bhuneshwar Singh

for Re 100/- one thousand four hundred rupees

Sd P.N. Lall 15.7.70 stamp collector

Hazaribagh Office of the Treasury

Hazaribagh sold to Sri Bhuneshwar Singh

Rs 100/- Sd P.N. Lall 15.7.70

Treasury Hazaribagh Office of the Treasury

Hazaribagh sold to Sri Bhuneshwar Singh

100/- Sd P.N. Lall 15.7.70

Hazaribagh Office of the Treasury

sold to Sri Bhuneshwar Singh

Sd P.N. Lall 15.7.70 stamp collector Treasury

Hazaribagh Office of the Treasury

100/-

part

100/-

BIRENDRA SINGH
Project Officer
Selected Dhan Open Cast Mine
Pithon Area CCR

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Sold to Sri Bhuneshwar Singh on Rs 1440/- - set R.N. Lill
15. > 20 stamp legal Treasury Hazaribagh

Copied by Read by confirmed by
sd/ Mintoajul Salam & ^{मुस्तोजल सलम} set. Md Shaffi
Date 30.12.70 Date 30.12.70 Date 30.12.70
^{मुस्तोजल सलम} 30.12.70 30.12.70 30.12.70

No. 19785

Stamp Rs 1440/- in six shillings
of Rs 500/- + 500/- + 212.70
+ 100/- + 40/- + 2/- only.

R.L. 5.42 PM
3.10.70 3.90/- (00)

A (3) B/LD 148/-
9 00/-
one 50/-
N.B. 50/-
823.00

3. 90/- 60/- 212.70
+ 100/- 2/-
50/- 50/-
+ 40/- 2/-
+ 2/-
Total 823.00
G.R.M.D.
G.R.M.D.
G.R.M.D.
G.R.M.D.
Bhuneshwar Singh 3.10.70
Total 823.00
823.00

Gurj ram 3/28/72 Kharia Bank account 21621-00-000234-22/2
Guruji Dhanwanti Chandra Kharia - 3000 Rs. 150/- due
+ 100/- for 2nd instalment due 31
9x8 Gur 799160 = Bhuneshwar Singh
960 Ru 799160 = Sudheer Rath 3.10.70
961 Ru 799160 = Nand Kharia

2. 30/- 120/-
30.90. 60

sd/- 00/- 00/-

2. 30/- 120/-

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Part. _____

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BIRENDRA SINGH
Project Officer
Selected Dhan Open Case
Dhan Area C.C.U.

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Copied By
 Basudeo Prasad
 25. 1. 1977

Read By
 Mohan Kumar
 25. 1. 1977

Bisheshwar Ran
 25. 1. 1977

Seven cutting fine
 October 1977

11. 1.
 25. 1. 1977

presented
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BIRENDRAWISH
 Project Officer
 Selected Other Open Castmine
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