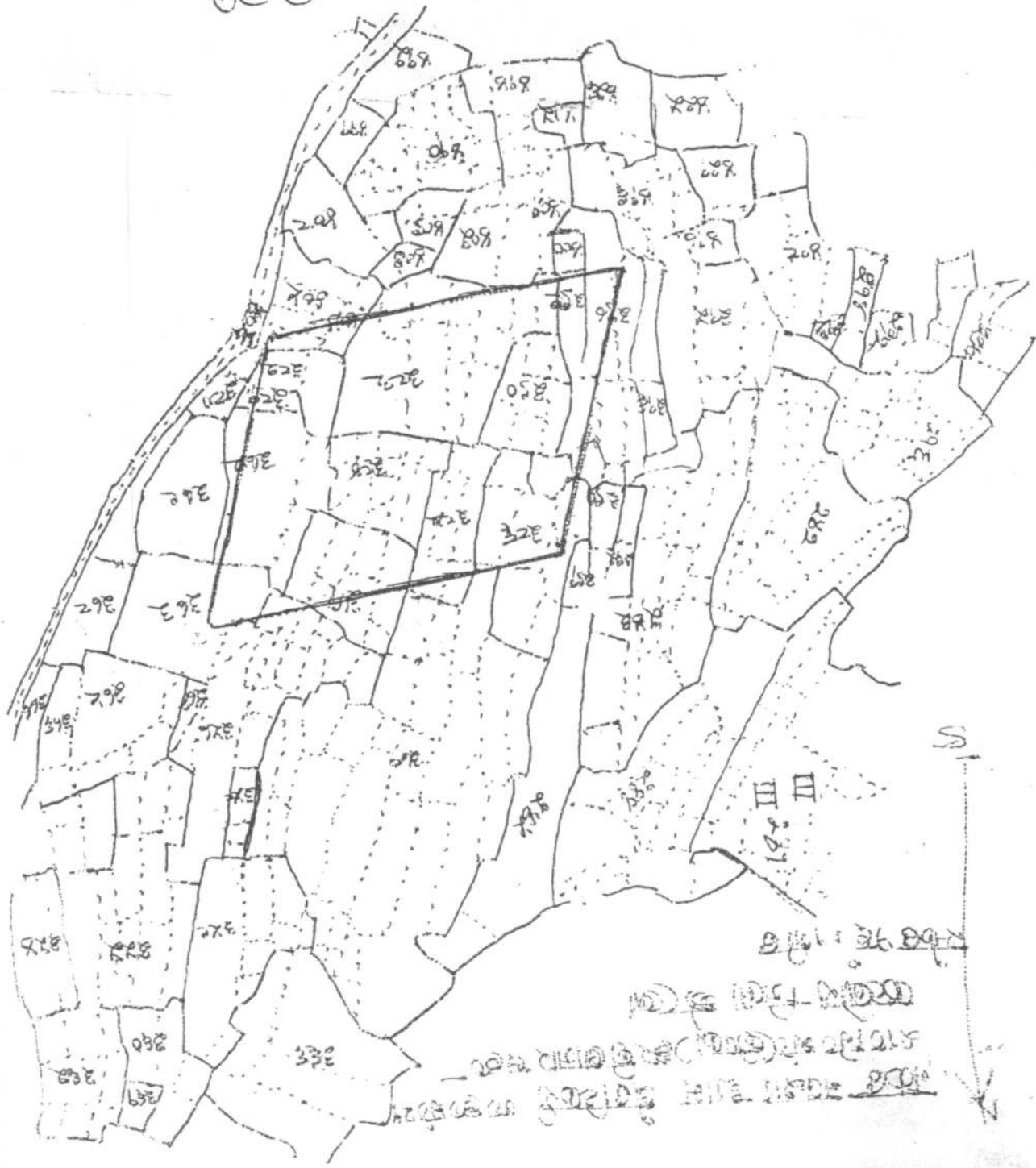


701-150
 62-0
 111111



Handwritten text in Devanagari script, likely a title or description of the map. The text is written in a cursive style and is partially obscured by the map's lines.

Dipka Walsey



LEASE DEED

This indenture made this Seventh day of July 1998, between South Eastern Coalfields Limited, A Government Company constituted under the Indian Companies Act, 1956, having its registered office at Seepat Road, Bilaspur, Distt. Bilaspur, Madhya Pradesh through its Chief General Manager, Gevra Area (here inafter called the lessor of the first party and M/s. Aryan Coal Beneficiations Pvt. Ltd., A Company constituted under the Indian Companies Act, 1956 having its registered office at C-102, Lower Ground Floor, Surya Niketan, New Delhi - 110.056 through its General Manager (here inafter called as the lessee) which expression where the context so admits mean and include its executors, administrators, representatives and assigns of other part : WITNESSTH as under

(1) WHEREAS the lessee has approached the lessor with a request that it having taken contracts for supply of beneficiated/deshaled coal to 1. M/s. Monet Ispat Ltd., Raipur 2. M/s. Nova Iron & Steel Ltd., Bilaspur 3. M/s. Modi Cement Ltd., Bhatapara, Dist: Raipur (here in after referred to as Consumer parties) Intends to purchase coal from Lessor's coal mines only and WHEREAS the lessor has agreed to sell and supply coal to the above mentioned three consumer parties and.

WHEREAS the lessee is desirous of having its own captive beneficiation/deshaling unit to be constructed/installed on the land provided by the lessor on lease and.

General Manager

मुख्य महा-प्रबंधक,
CHIEF GENERAL MANAGER,
इ. ई. सी. लि. गेवरा क्षेत्र,
S.E.C.L. GEVRA AREA.

2

$\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$
 $\frac{1}{4} \times \frac{1}{4} = \frac{1}{16}$
 $\frac{1}{16} \times \frac{1}{16} = \frac{1}{256}$
 $\frac{1}{256} \times \frac{1}{256} = \frac{1}{65536}$
 $\frac{1}{65536} \times \frac{1}{65536} = \frac{1}{4294967296}$

7171612 5105

$$\begin{array}{r} 240 \\ 24 \\ 4 \\ 120 \end{array}$$

$\frac{100}{100} = 1$
 $\frac{100}{100} = 1$

4. Fr whd 244 1310

514) . 42) . 16)

1941-1942

2. 6 X 0.152

272

22799

1925-26

1000

1607

140 1-10891

3572.1

140 (ed 200) 112

123456789

John John

1961 707 1 1

[illegible]

1. התאחדות העובדים
 2. התאחדות העובדים
 3. התאחדות העובדים
 4. התאחדות העובדים
 5. התאחדות העובדים
 6. התאחדות העובדים
 7. התאחדות העובדים
 8. התאחדות העובדים
 9. התאחדות העובדים
 10. התאחדות העובדים

100050010 = + 00000000

Q6. E. 10. 8961

1000

9/24/21



- 2 -

WHEREAS the lessor has acceded to the lessee's said request, it has agreed to demise upto the lessee all that piece of land situated at Village Beltikri, Patwari Halka No: 39, Tahsil - Katghora, Distt. Korba, Madhya Pradesh and Containing by measurement 12.36 acres, or there about with boundaries thereof as delineated on the plan annexed to this Indenture and more particularly described in Schedule annexed thereto, together with all rights of working and getting beneficated coal and all other by-products obtained there from Beneficiation of coal, and for that purpose to open, sink, dig out workpits, drains, water courses, road and fences, construct necessary superstructure and install machineries, necessary for efficient operation of the beneficiation plant, to construct office and residential quarter for the staff engaged in operation and maintenance of beneficiation plant and other ancillary and connected works thereof in, under or upon the said premises of any part thereof;

AND WHEREAS the lessor has agreed to provide the demised land and WHEREAS the lessee has agreed to take on lease the land as delineated in the plan and described in schedule, it is hereby agreed as under:::

(a) The lessee shall pay to the lessor during the term hereby granted yearly rent of Rs. 10,87,680-00 in advance on FIFTEENTH JULY of every year.

for, Aryan Coal Benefication Pvt. Ltd.

General Manager

मुख्य महा-प्रबंधक,
CHIEF GENERAL MANAGER,
इ.स.ई. सी.एल. गेवरा क्षेत्र,
S.E.C.L. GEVRA AREA.



1948-1949
1200-1200

1200-1200

1200-1200

1200-1200

1200-1200

1200-1200

CHIEF GENERAL MANAGER,
S. E. C. L. GEVIA AREA,
1200-1200

1200-1200

1200-1200

1200-1200

1200-1200

1200-1200

1200-1200

1200-1200

1200-1200

1200-1200

1200-1200

1200-1200



1997-1998

between the parties to this lease.

(b) The lessee shall hold the demised land for a term of 20 years. The lessee may at its option request for renewal of the lease for a further period and on such enhanced rent as additional terms and conditions, if any, as may be then agreed between the parties to this lease.

- 3 -



5000F,

[Handwritten signature]

8661 1998
22.62



8961 1998
[Handwritten signature]

8961 1998
6515 8
1.63

8961 1998
[Handwritten signature]





-A-

(e) The lessor shall also be at liberty to review the premium in every 3 years and the escalation of premium will be worked out and communicated to the lessee which shall be effective from the date mentioned therein. Thus the present rent shall be valid for 3 years only.

(f) The lessee shall not buy or permit or allow any one to buy coal for it from any other sources or person nor it shall Beneficiated in the said plant constructed on the demised premises coal belonging to any person or to beneficiated coal for any other person except the three Consumer parties named above. It may, however, beneficiate coal belonging to or for any other person or agency if it is so specifically permitted in writing by the lessor.

(g) The lessee shall, during construction and operation of the beneficiated plant, take all the possible precautions and safety preventive measures to see that there is no environmental pollution exceeding the permissible limits under the laws relating to air and water pollution, it shall abide by all the legal requirements provided under the Air and Water (Prevention of Control of Pollution), Act. It shall undertake and provide effective compensatory afforestation in its bid to control and prevent environmental pollution. It shall comply with all legal requirements and other formalities required under the laws relating to control and prevention of air and water pollution and shall keep the lessor acquainted about them.

Gevra Coal Beneficiation Pvt. Ltd.

मुख्य महा-प्रबंधक,
CHIEF GENERAL MANAGER,
इ.स.ई. सी. एल. गेवरा क्षेत्र,
S.E.C. L. GEVRA AREA.

②

①
JUL 2

②
JUL 2 1998

CHIEF GENERAL MANAGER,
S.E.C. L. CEVTA AREA,
P.O. Box 100, Tbilisi, Georgia

③

JUL 2 1998

JUL 2 1998
JUL 2 1998
JUL 2 1998

JUL 2 1998

5000 RS

INDIA NON JUDICIAL

₹ 5000

Rs 5000

सत्यमेव जयते

भारत

पाँच हजार रुपये FIVE THOUSAND RUPEES

(h) The lessee shall, while constructing and operating the plant, see that it does not in any way restrict or have any negative impact on lessor's coal mining and transportation work. If any obstruction or difficulty is pointed out by the lessor in the above work before, during or after construction of plant, the lessee shall have to either remove the cause which has the negative impact on mining and transportation operation or to provide and other via media acceptable to the lessor to eradicate that negative impact if the lessee does not commence the work of construction of the plant within 180 days from date of signing of this deed or to fails to establish the plant and makes it operational within 24 months, the lease shall stand automatically cancelled (unless the time is extended by the lessor before expiry of that period) and the demised land shall revert to the lessor. On such reversion, the lessee will not be entitled to claim any compensation from the lessor; it will however be entitled to remove all that material brought on the site of construction of plant at its own cost and while doing so it will follow the requirements as indicated in clause (c) of these presents.

for Aryan Coal Beneficiaries
General Manager

CHIEF GENERAL MANAGER,
GLVIA AREA.

1 JUL 1960

RECEIVED
1 JUL 1960
10:00 AM
1000

1000-1000

1000-1000

1000-1000

1000-1000

RECEIVED
1 JUL 1960
10:00 AM
1000



5000Rs.



-6-

(i) The lessee shall not cut down or cause to be cut down any fruit bearing or other protected trees, (unless it is absolutely necessary for carrying out the purpose of the lease) now, or at any time hereafter growing, on the demised land without the previous consent in writing of the lessor.

(j) The lessee shall not use or permit to be used the demised land for the purpose other than that of installation of coal beneficiation plant and deshaling operation of coal and for such other works ancilliary and connected thereto.

(k) The lessee shall not transfer by way of mortgage, sub-lease or otherwise part with possession of the demised land or the plant, except with the permission of the lessor. The expression sub-lease used herein includes licence and sub-licence also.

(l) The lessee shall permit the lessor's authorised representative or agent at all reasonable times during the term of the lease, to enter upon the demised land to inspect the condition of the land and plant and make good all the defects in planning of the layouts, operation and maintenance and preservation of the afforestation and other antipollution devices, as may be pointed out by the lessor's representative.

For Aryan Coal Beneficiation
Mehs
General Manager

ls

मुख्य महा-प्रबंधक,
CHIEF GENERAL MANAGER,
इ.म.ई.सी.एल; गेवरा क्षेत्र,
S.E.C.L; GEVRA AREA.

19 JUL 1998

RECEIVED

7/24

2030.6 (10.2)

1974 10 3 1998

1974

1974 10 3 1998

Sub Treasury Office
KORBA

8/11/98





-I-

(m) The lessee hereby agrees that if any part of the rent herein above reserved shall be in arrears for 30 days next after the days, the same shall have become due, whether the same shall have been demanded or not, or if there shall be a breach of any of the lessee's covenants herein contained, or if the lessee shall be adjudged insolvent, or if its interest in the lease shall be taken in execution, then and in any such event, the lessor may, not-with-standing the waiver of any previous cause or right of reentry, enter upon the demised land and then the demise of the land/premises shall absolutely cease and the lease shall stand cancelled and determined. On such cancellation/revocation the lessee shall not be entitled to any compensation whatsoever.

(n) If the lessee duly pays the premium hereby reserved and performs the covenants therein contained, it shall hold the premises during the said term without any interruption.

(o) On the expiry of the lease period or extended period as herein provided the lessee shall, before removing and shifting the plant, ask and know from the lessor if it is interested in purchasing and running the plant on mutually agreed terms and only on its refusal to purchase or take it over, the lessee shall after clearing dues, if any, payable to the lessor, remove the plant at its own cost. The lessee shall, while removing and shifting the superstructures of the plant and/or building cause as little damage as possible to the land afforestation and shall try its best to bestove the restore the land to its shape as it was before to the lease.

For, Aryan Coal Beneficiaries Pvt. Ltd.

General Manager

मुख्य महा-प्रबंधक,
CHIEF GENERAL MANAGER,
इ.स.ई.सा.एल; गेवरा क्षेत्र,
S.E.C.L. GEVRA AREA.

8651 101 20

WJH

8967 61022

6085 8 61427

7103614

22205

8651 101 20

5661



5000Rs.



-8-

The lessee/its agents shall leave the site only after obtaining a clearance certificate from the Chief General Manager, Gevra Area.

(p) If any dispute, doubt or question shall arise between the lessee and the lessor touching the construction, meaning or effect of these presents, or any clause thereof or their respective rights and liabilities hereunder, the same shall be referred to arbitrators, one to be nominated by each of the parties hereto, or in case such arbitrators shall differ, an umpire appointed by such arbitrators whose decision shall be final.

(q) The Registration/stamp duty if any on these presents shall be payable by the lessee.

(r) This agreement shall be governed by Laws of the Republic of India.

(s) The MOU signed between SECL and M/s. ACB (P) Ltd., will form an integral part of the Lease Agreement and shall be binding on parties to the Agreement as if it is incorporated in the Lease Agreement.

(t) In case of breach of any of the terms of the Agreement, the lessor shall be at liberty to terminate the agreement after serving a notice in writing, of three months.

In witness whereof the parties herein now set their hands the day and year first above written.

For Arjun Coal Beneficiaries Ltd.
General Manager

मुख्य महा-प्रबंधक,
CHIEF GENERAL MANAGER,

07 JUL 1998

TH 08

89616142
1988
3-15-92
7-27-97
1998

07 JUL 1998

9761

BY: [Signature] (10/1/98)

10/1/98



1 8661 702 1.0

1940

— 12 —

8961 Geck
C612 Geck
103 Geck

10661 700 L 06.65

(10 04) 2611111, 11111

12/4/21 12 12/4/21 12

25/7/68





5000RS

9.80
2.56

12.36 Acres Area

= 5.00 Hect.

Chief General Manager,
Signed and delivered
behalf of SECL (Lessee) CEVVA AREA

1. *Dr. R. Singh*
53-7, P. Nagar Korb
Witness

2. *Dr. R. Singh*
67.07.98
K. K. Gaiswal
S/o K. R. Gaiswal
C. E. C. C. Gaiswal

For, Arjun Coal Beneficiation Pvt Ltd
General Manager
Signed and delivered on
behalf of Arjun Coal
Beneficiations Pvt. Limited
(Lessee)



1969 7.7.68

प्रा. २२७१
पिता २२७१
शक्ति २२७१
जन्म २२७१
प्रा. २२७१
पिता २२७१
शक्ति २२७१
जन्म २२७१

सप-कोषालय अधिकारी
कोरबा, बिलासपुर (म० प्र०)

२२७१

SYNOPSIS OF DIPKA WASHERY OF M/S. ACBPIL

1. 5 Ha. (12.36 acres) of land was leased out to M/s. Aryan Coal Beneficiation Pvt. Ltd. at village Bellikri, Dipka Area (erstwhile Gevra Area) for construction of coal beneficiation plant by South Eastern Coalfields Limited for which No Objection from Moc was obtained by SECL on 19-11-1997.
2. Allotment of land for construction of Coal Beneficiation Plant was communicated to M/s. ACBPIL vide No: 687 dated 27-11-1997 by CMD, SECL.
3. MoU & Lease Deed Agreement was executed between SECL & M/s. ACBPIL on 16-06-1998 & 7-07-1998, respectively.
4. The tenure of the lease was for 20 (twenty years) and valued upto 06-07-2018.
5. The annual lease rent to be charged to M/s. ACBPIL was fixed for Rs. 1087680.00 for the period commencing from 07-07-1998 for a period of three years. The lease rent will be revised on every three years as per the terms of agreement. The lease rent for the year, 2017-18 was Rs. 75,15,225/-.
6. Moc vide letter No: 43025/02/2004 PRIW-1 dated 08-11-2005 has delegated power to Coal Companies for leasing land acquired under CBA Act, 1957 for the purpose of setting-up of coal washeries.
7. Clause (b) of the lease agreement dated 07-09-1998 states as follows.
" The lessee shall hold the demised land for a term of 20 (twenty) years. The lessee may at its option request for renewal of the lease for a further period and on such enhanced rent/or additional terms and conditions, if any, as may be then agreed between the parties to this lease."
8. M/s. ACBPIL has submitted application to SECL requesting to extend the lease of 12.36 acres of land for a further period of 15 (fifteen) years vide application dated 31st May, 2017 with an undertaking to comply with different statutory obligations and also to comply with the terms and conditions of the MoU and lease agreement, including additional terms & conditions. M/s. ACBPIL has also submitted all the statutory clearances. All the dues of lease rent was paid by M/s. ACBPIL timely.
9. GM, SECL, Dipka Area has recommended to extend the lease for a period of 15 (fifteen) years vide No: 38 dated 14-08-2017.
10. The proposal was submitted to SECL Board in its 267th meet. It was decided by SECL Board to forward the proposal to Moc for seeking permission.
11. Moc vide letter No: 43022/4/2018-LAIR dated 5-7-2018 has given permission of short term extension for a period of 6 (six) months beyond 6-7-2018 upto 5-1-2019.

12. No information regarding further extension of lease was received from SECL and the period of lease is expiring soon, M/s. ACBPIL has approached the Hon'ble ADJ Court, Katghora and has obtained a stay with the direction not to stop supply of coal to the washery beyond 7-9-2018.
13. SECL has filed M.A. No: 103 of 2018 before Hon'ble High Court of Chhatisgarh against the order dated 7-9-2018 passed by Hon'ble ADJ Court, Katghora in suite No: 02A/2018. The Hon'ble High Court vide its order dated 29-11-2018 modified the temporary injunction order dated 7-9-2018 passed by the trial court in favour of SECL to the extent that only till 5-1-2019 the parties shall be bound by the terms of lease and the order of injunction can not be carried beyond the period of 5-1-2019
14. M/s. ACBPIL has filed SLP No: 32593/2018 before Hon'ble Supreme Court against the order dated 29-11-2018 passed by the Hon'ble High Court of CG in M.A. No: 103/2018. The Hon'ble Supreme Court vide its order dated 3-1-2019 issued notice and directed the parties to maintain Status-quo as on 3-1-2019. The case is pending with Hon'ble Supreme Court till date.