

**IN THE NATIONAL GREEN TRIBUNAL,  
WESTERN BENCH, AT PUNE  
ORIGINAL APPLICATION NO. 101 OF 2019**

**IN THE MATTER OF:**

Sayyed Md. Sabir Usman & Anr.

....Applicant

Versus

Union of India & Ors.

.....Respondents

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NDoH: 02.01.2024

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Date: 30.12.2023

Place: Pune

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**REJOINDER ON BEHALF OF RESPONDENT NO. 15**

**MOST RESPECTFULLY SHOWETH:**

1. That '**Gujarat Heavy Chemicals Limited**', whose name had been changed to **GHCL Limited** way back in the year 2003, has been arrayed as Respondent No.15 in the Original Application No. 101 of 2019 filed by the Original Applicants herein thereby giving an impression before this Hon'ble Tribunal that "**Gujarat Heavy Chemicals Limited**" and "**GHCL Limited**" are two different entities distinct and separate from each other and that the limestone mined by two Limestone Mines of **GHCL Limited** at Gorakhmadi and Kodidra is being consumed by another legal entity called "**Gujarat Heavy Chemicals Limited**", which is nothing but a clear attempt to mislead this Hon'ble Tribunal into passing an adverse order against "**Gujarat Heavy Chemical Limited**", which has already subject to a litigation and passing of an order where a penalty has been imposed on it by this Hon'ble Tribunal vide its Order dated 29.11.2021 in Original Application No. 58 of 2018 where the legal entity called "**GHCL Limited**" (*earlier known as Gujarat Heavy Chemicals Limited*) to which Government of Gujarat had granted limestone leases at Village Gorakhmadi and Village Kodidra had been impleaded as Respondent Nos.20 and 21. The Applicant has by his ingenious drafting and misleading arguments tried to camouflage and suppress the aforesaid true facts

solely to harass Respondent No.15 which is now known as GHCL Limited after its name was changed in the year 2003 vide Certificate of Change of Name issued by the Ministry of Finance, Department of Company Affairs dated 21.11.2003 issued under his seal by the Registrar of Companies Gujarat at Ahmedabad. The answering Respondent, vide the Interlocutory Application No.125 of 2023 had therefore prayed for deletion of its name from the array of Respondents in the present Original Application.

2. The fact that Gujarat Heavy Chemicals Limited (now known as GHCL Limited) had several limestone leases and two of its mines at Village Gorakhmadi and Village Kodidra were under dispute with regard to Environmental Clearances and the same has been adjudicated by this Hon'ble Tribunal in Original Application No. 58 of 2018 titled 'Protection of Environment and Public Service Committee Vs. Union of India & Others' where these two mines of GHCL Limited were arrayed as Respondent Nos 20 and 21 and the same has been suppressed by the Original Applicant solely to harass the answering Respondent No.15. In view of the case the specific mines were also arrayed as party which this Hon'ble Tribunal was pleased to remove as Party Respondents vide Order dated 25.11.2022 in the present proceedings. The Original Applicant, who has fraudulently arrayed the very same legal entity called GHCL Limited as Respondent No.15 by referring to it by its erstwhile or old name "**Gujarat Heavy Chemicals Limited**" is a very serious fraud being played by the Original Applicant on this Hon'ble Tribunal.
3. That on 21.08.2023, the Original Applicant has filed their objections to the aforesaid Interlocutory Application No.125 of 2023, stating albeit wrongly, that the answering Respondent is the end consumer and ultimate beneficiary of the illegally mined limestone, hence should be liable to pay compensation for the environment degradation when admittedly the Respondent No.15,

which is the leaseholder of the mines at Village Gorakhmadi and Village Kodidra had already paid a penalty in view of the Order dated 14.11.2022 passed in Original Application No. 58 of 2018 titled 'Protection of Environment and Public Service Committee Vs. Union of India & Others' under its earlier name Gujarat Heavy Chemicals Limited and has also paid and discharged the penalty in January 2023.

4. The case of the Original Applicant that the penalty imposed on and paid by GHCL Limited (earlier known as Gujarat Heavy Chemicals Limited) in the earlier Original Application No.58 of 2018 for violation by its two limestone mines at Village Gorakhmadi and Village Kodidra does not relate to answering Respondent No.15 i.e., Gujarat Heavy Chemicals Limited, which is the end consumer of limestone mined by GHCL Limited is an absurd argument and deserves to be rejected as the legal entity called GHCL Limited and Gujarat Heavy Chemicals Limited are one and the same and there is no sale and transfer of ownership of limestone mined by GHCL Limited as being narrated by the Original Applicant in its Original Application.
5. That the present Rejoinder is for the limited purpose of clarifying the false and misleading assertions made by the Original Applicants in their objection and to seek the indulgence of this Hon'ble Tribunal to allow its application for deletion of name of "**Gujarat Heavy Chemicals Limited**" from the array of parties for the reasons stated above. For removal of doubts, it is clarified that **GHCL Limited** (earlier known as **Gujarat Heavy Chemicals Limited**) is a legal entity incorporated under the Companies Act, 1956 "*and having perpetual succession and a common seal*". The legal entity is a body corporate and may own several assets and liabilities. Whether these are assets or liabilities, these are of the legal entity. Movement of goods or raw material from one location to another cannot constitute sale or transfer of assets as there

is no passing of consideration within the body corporate. It is like an individual moving some goods from one hand to another without transfer of title or ownership in those goods. That GHCL Limited (earlier known as Gujarat Heavy Chemicals Limited) was granted mining leases by the Government of Gujarat for mining limestone, which is a raw material used captively by the said GHCL Limited in the manufacture of its final product. The title in the limestone mined by GHCL Limited remains in GHCL Limited and does not pass on to another legal entity called Gujarat Heavy Chemicals Limited as is sought to be projected by the Original Applicant.

6. A brief chronology of events establishing that the company ownership/lessee is the same for the mine as well as the soda ash plant is mentioned below –
  - a) GHCL Ltd. in collaboration with Gujarat Industrial Corporation Ltd. obtained the lease for 8.73 Ha of land for limestone mining in Gorakhamadhi village in 1987. A Copy of the lease deed is marked and annexed as **Annexure R/1**.
  - b) In 1998, GHCL Ltd. established the soda ash plant in Sutrapada, Gujarat.
  - c) In 1993, the said lease was transferred in the name of GHCL Ltd. A Copy of the transfer deed is marked and annexed as **Annexure R/2**
  - d) That ‘**Gujarat Heavy Chemicals Limited**’ is the old name for ‘**GHCL Limited**’, a company incorporated under the Companies Act, 1956 (vide **CIN No. L24100GJ1983PLC006513**). The Certificate of Incorporation issued by The Registrar of Companies, Gujarat on 21<sup>st</sup> November 2003 recording the change of name from “**Gujarat Heavy Chemicals Limited**” to “**GHCL Limited**” in terms of Section 23(1) of The Companies Act, 1956 is annexed hereto as **Annexure – R/3**.

e) In 2007, GHCL Ltd. acquired the lease for an area of 4.7 ha for limestone mining in Kodidra Village. A Copy of the lease deed is marked and annexed as **Annexure R/4**.

7. Thus, from the above it is evident that the same company, GHCL Ltd. (earlier known as Gujarat Heavy Chemicals Limited) operates the mines as well as the soda ash plant and there is no transfer of ownership of limestone mined when the limestone mined by GHCL Limited is consumed by GHCL Limited at another location for manufacture of its final product. It is like an individual moving the goods in his right hand to his left hand. GHCL Limited (earlier known as Gujarat Heavy Chemicals Limited) is a body corporate or legal entity from the date of its incorporation having a perpetual succession and a common seal with the right to sue and be sued in its own name. Therefore, the argument being canvassed by the Original Applicant is an absurd argument without understanding the fundamentals of Companies Act which treat a company incorporated under it as a juridical, artificial or legal person with an identity which is distinct and separate from its own promoters or shareholders. Therefore, to treat the limestone mines leased to GHCL Limited as an entity separate and distinct from the legal entity which owns it is a concept unknown to laws of India. To complicate things, the Original Applicant, who is misleading this Hon'ble Tribunal by trying to create a distinction that does not exist in law, is using the old name of the GHCL Limited (i.e., Gujarat Heavy Chemicals Limited) at one place and GHCL Limited at the other places to give the impression that these two are different legal entities.
8. It is most respectfully submitted that GHCL Limited (*formerly known as Gujarat Heavy Chemicals Limited*) is both, the leaseholder of the limestone mines where limestone is mined, as well as the end user of the limestone mined at the aforesaid two mines that were arrayed as Respondent Nos. 48

and 49 and later deleted vide Order dated 29.11.2021. Therefore, the objection filed by the Original Applicant that the end user of limestone is the ultimate beneficiary of illegally mined limestone and should be penalised even in the absence of any legal provision to that effect under Rule 21 of The Gujarat Mineral (Prevention of Illegal Mining, Transportation and Storage) Rules, 2017 is an absurd argument and deserves to be rejected outright as GHCL Limited, which was the leaseholder of the two mines had mined and captively consumed the limestone and the lis regarding the same has already been adjudicated in an earlier Original Application No. 58 of 2018 titled 'Protection of Environment and Public Service Committee Vs. Union of India & Others' where these two mines of GHCL Limited were arrayed as Respondent Nos 20 and 21.

9. Therefore, the Objection filed by the Original Applicants to the effect that Respondent No.15 is the end user of the limestone illegally mined and supplied by Respondent Nos. 48 and 49 and that therefore the Interlocutory Application No.125 of 2023 filed on behalf of Respondent No.15 for deletion of its name from the array of parties should not be allowed as this end user which has consumed the limestone illegally mined by Respondent Nos, 48 and 49 has not been penalised in the earlier Original Application No. 58 of 2018; is an absurd submission made by the Original Applicants with the sole objective of misleading this Hon'ble Tribunal into imposing further penalties on the very same legal entity called GHCL Limited which had been arrayed as Respondent No.15 by its earlier old name Viz., "**Gujarat Heavy Chemicals Limited**", with full knowledge that the name of "**Gujarat Heavy Chemicals Limited**" had already been changed to "GHCL Limited" way back on 21<sup>st</sup> November 2003 and the said GHCL Limited had paid and discharged in full the penalty imposed on its leasehold mines arrayed as

Respondent Nos. 48 and 49 in Original Application No. 101 of 2019 in compliance of the Judgment dated 14.11.2022 passed in the earlier Original Application No. 58 of 2018 titled 'Protection of Environment and Public Service Committee Vs. Union of India & Others' where the two mines of GHCL Limited were arrayed as Respondent Nos 20 and 21.

10. That further, the said mines were also Respondents in OA No. 58/2018 titled 'Protection of Environment and Public Service Committee v. Union of India & Others', wherein the same allegations of illegal mining were looked into and adjudicated upon by the Hon'ble Tribunal herein. On 14.11.2022, this Hon'ble Tribunal issued the final Order and Judgement in OA No. 58/2018, determining the compensation for undertaking mining post 31.03.2016 without adequate clearances. In determining the compensation, this Hon'ble Tribunal had also considered the sale value of the mineral. Thus, the compensation amount includes penalty for any alleged profit amount obtained by the answering Respondent. The Original Applicant, for reasons best known to them, has falsely submitted to make it seem that the end user, GHCL's Sutrapada plant is operated by a different company i.e., Respondent No.15 instead of disclosing that GHCL Limited is the new name of Respondent No.15 Viz., Gujarat Heavy Chemicals Limited. This Hon'ble Tribunal may take strict note of the conduct of the Original Applicant, who has deliberately and wilfully misrepresented facts to mislead this Hon'ble Tribunal to penalise Respondent No.15 i.e., Gujarat Heavy Chemicals Limited when it has already been penalised by its new name i.e., GHCL Limited in Original Application No.58 of 2018 and has also paid and discharged in full the penalty vide challan details provided hereinafter. A copy each of the receipts issued by State Pollution Control Board, Gujarat for deposit / payment of penalty by Respondent No. 15 on behalf of Respondent

Nos. 48 and 49 herein as per final Order and Judgment dated 14.11.2022 in OA No. 58 of 2018 titled 'Protection of Environment and Public Service Committee Vs. Union of India & Others' is collectively annexed hereto as **Annexure – R/5**. The receipts clearly show that even the payment of penalty was made by the legal entity called GHCL Limited (*formerly known as Gujarat Heavy Chemicals Limited*) and that the Original Applicants have made false and misleading averments in their Original Application and have wasted the precious time of this Hon'ble Tribunal solely with the objective of misleading this Hon'ble Tribunal into passing some adverse order against Respondent No.15, which is nothing but a gross abuse of the process of law which needs to be looked at seriously as it amounts harassing the industries for the personal gains of a few vested interests who file such repeated applications to achieve their personal agenda of forcing these local industries to meet their illegal demands. In other words, the Original Applicant wants Respondent No.15 Viz., Gujarat Heavy Chemicals Limited to be penalised again now for having changed its name to GHCL Limited in the year 2003.

11. That, it is hard to believe that the Original Applicants who claim in Paragraph No.4 of their objection to have meticulously evaluated the data available on the Website of Respondent No. 14 would not have scanned the Website of GHCL Limited to gather information required for filing the Original Application. Therefore, the allegation in the Original Application that Respondent No.15 is purchasing and consuming the limestone illegally mined by Respondent Nos. 48 and 49 for use in the manufacture of its final products is a very mischievous and misleading submission designed to play a fraud on this Hon'ble Tribunal. A plain reading of Paragraph No.9 (b) of the Original Application would clearly establish how the Original Applicants have by their ingenious drafting skills camouflaged the true and correct facts as stated

hereinbefore with the intention of misleading this Hon'ble Tribunal to pass an order against Respondent No.15, which has already been adjudicated in an order in Original Application No.58 of 2017 and has also paid the penalty imposed by this Hon'ble Tribunal in terms of its Final Judgment dated 14.11.2022. A Screenshot of the relevant Paragraph No.9 (b) of the Original Application is reproduced below:

b. Respondent No. 14 to 24 are the various cement and other chemical manufacturers and they are using the limestone extracted by the Respondents No. 25 to 64-PP (Illegal Mining Lease Holders) in illegal manners and promoting the illegal mining at the cost of mother Nature and for their own profit making. Therefore Respondent No. 14 to 24 are equally responsible for causing damage to the environment and ecology.

12. That the very same calculated and mischievous allegation is repeated again and again by the Original Applicants at different places of the Original Application to mislead this Hon'ble Tribunal into believing that, the case of Respondent No.15 Viz., Gujarat Heavy Chemicals Limited for deletion of name from the array of parties is wholly unjustified because: (i) Respondent No.15, which is the end user and ultimate beneficiary of limestone illegally mined by Respondent Nos. 48 and 49, is different from Respondent Nos. 48 and 49, which were deleted from the array of parties by this Hon'ble Tribunal on 29.11.2021 on the ground that an earlier application for the same cause of action was pending against them, (ii) Respondent No.15 i.e., Gujarat Heavy Chemicals Limited was not a party to the earlier Original Application No. 58 of 2017 and that therefore the Interlocutory Application No.125 of 2023 filed by Respondent No.15 for its deletion was not maintainable and (iii) that GHCL Limited Limestone Mines arrayed as Respondent Nos. 48 and 49 which mine and sell limestone are different from Gujarat Heavy Chemicals Limited,

*which is consuming the limestone and arrayed as Respondent No.15. The following Sub-paragraph in Paragraph No. E of the Original Application which is verbatim repeated again and again at Paragraph Nos. F and G of the Original Application, is reproduced below:*

- g. It is submitted that, Respondents No. 60 to 62 are doing illegal mining in & around the Girnar reserve forest & sanctuary and Cement & chemical manufactures from Respondents No. 14 to 24 are operating their plants in this very sensitive areas.*
- h. Therefore the activities of Respondent No. 14 to 24 may kindly be probated within the 5 Kms periphery of this eco-sensitive part covered under this notification.*

13. That, there is no merit in the objections filed by the Original Applicants to the Interlocutory Application No. 125 of 2023 filed on behalf of Respondent No.15 for deletion of its name. The objections filed by the Original Applicants are designed to mislead this Hon'ble Tribunal and therefore a gross abuse of the process of law and would result in grave miscarriage of justice if Interlocutory Application No. 125 of 2023 filed on behalf of Respondent No.15 for deletion of its name from the array of parties is not allowed. That it is humbly submitted that the answering Respondent cannot be held liable for the same offence twice and the present contention of the Original Applicant, if applied would lead to double jeopardy.

14. It is therefore most humbly prayed that this Hon'ble Tribunal may be pleased to:

- (a) allow Interlocutory Application No. 125 of 2023 filed on behalf of Respondent No.15 for deletion of its name from the array of parties;
- (b) impose exemplary costs on the Original Applicants for wilfully misrepresenting material facts with the intention to mislead this Hon'ble

Tribunal into dismissing the Interlocutory Application No.125 of 2023 in  
Original Application No.101 of 2019; and  
(c) pass such further or other orders as this Hon'ble Tribunal may deem fit and  
proper in the interests of justice.

Date: 30.12.2023

Place: Pune

**DRAWN BY:**



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Gitanjali Sanyal & Meghna Sharma  
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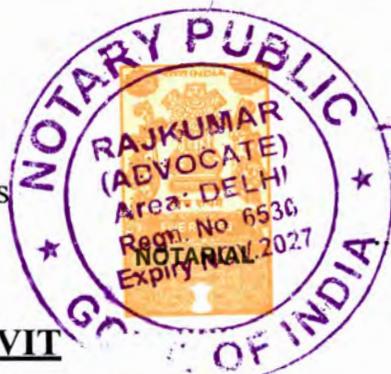
**BEFORE THE NATIONAL GREEN TRIBUNAL,  
WESTERN BENCH AT PUNE  
ORIGINAL APPLICATION NO. 101 OF 2019 (WZ)**

**IN THE MATTER OF:**

Mr. Sayyed Mohd. Sabir Usman & Anr.

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...Applicants

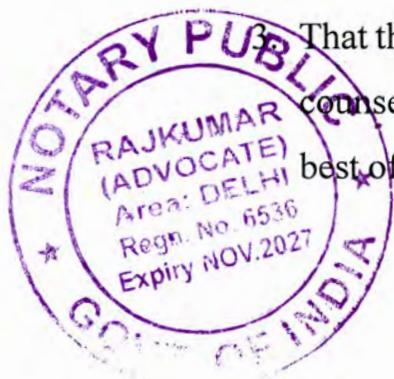
Respondents

**AFFIDAVIT**

I, Mr. Ranjan Tiwari, son of Late Shri H. C. Tiwari aged about 54 years and having office at B-38, Institutional Area, Sector – 1 Noida- 201301 (U.P.) and presently at New Delhi, do hereby solemnly affirm and declare as under:

1. That I am the General Manager (Legal) of GHCL Limited, which is a company incorporated under the Companies Act, 1956 having its registered office at GHCL House, Opp. Punjabi Hall, Near Navrangpura Bus – Stand, Navrangpura, Ahmedabad – 380009 and its corporate office at the address first mentioned above (hereinafter referred to as Company)
2. I state that in my official capacity, I have acquainted my self with the facts stated hereunder from the official records and being authorities, I am filling this affidavit for and on behalf of the Respondent No. 15.

3. That the contents of the accompanying application have been drafted by the counsel under my instructions and the contents are true and correct to the best of my knowledge and nothing material has been concealed there from.



*Ranjan Tiwari*

**DEPONENT**

**Verification:**

Verified at NEW Delhi on this 29<sup>th</sup> day of December, 2023 that the contents of the above affidavit are true and correct to the best of my knowledge and no part of it is false and nothing material has been concealed there from.

**29 DEC 2023**

**ATTESTED**

*Rajkumar*  
**NOTARY PUBLIC DELHI  
GOVT. OF INCT OF DELHI**

*Ranjan Tiwari*

**DEPONENT**

G-1

FORM K

MODEL FORM OF MINING LEASE

( See Rule 31 )

THIS INDENTURE made this 5<sup>th</sup> day of January 1986 between the Governor of Gujarat ( 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.

( 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 ).

When the lessee are more than one individual.

( Name of person with address and occupation ) and ( 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 their respective heirs, executors, administrators, representatives and their permitted assigns ).

When the lessee is a registered firm.

( Name and address of partner ) son of ( Name and address of son of ) all carrying on business in partnership under the name and style of ( Name of their firms ) registered under the Indian Partnership Act, 1932 ( 9 of 1932 ), and having their registered office at ( Name of town ) in the town of ( hereinafter referred to as "the lessees" ) which expression shall where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns ).

When the lessee is a registered company.

GUJARAT INDUSTRIAL INVESTMENT CORPORATION LTD ( Name of company ) a company registered under Companies Act ( Act under which incorporated ) and having its registered office at 1956 (No 1524 dt. 12-3-58) Chunidhal Chambers, Ashram Road, Ahmedabad. ( Address ) ( hereinafter referred to as the lessee which expression shall where the context so admit be deemed to include its successors and permitted assigns ) of the other part.

WHEREAS THE lessee/lessees has/have applied to the State Government in accordance with the Mineral Concession Rule, 1960 ( hereinafter referred to as the said rules ), for a mining lease for Lime Stone in respect of the lands described in Part-I of the Schedule hereunder written and has/have deposited with the State Government the sum of Rs. 1000/- 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 )\* ( No. M-II-152 (57) 61, dated 15th October 1963 ).

WITNESSETH that in considerations 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/lessees to be paid observed and performed the State Government ( with the approval of the Central Government )\* hereby grants and demises into lessee/lessees. All those the mines beds/veins seams of Lime Stone ( herestate 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 upto the State Government the liberties, powers and privileges mentioned in Part-IV of the said schedule TO HOLD the premises hereby granted and demised upto the lessee/lessees from the 5<sup>th</sup> day of January 1986 for the term of 20 years thence next ensuring YIELDING AND PAYING therefore upto the State Government the severel rents and royalties metioned in Part-V of the said Schedule at the respective times therein specified subject to the provisions contained in Part VI of the said Schedule and the lessee/lessees hereby covenants/covenant with the State Government as in Part-VII of the said schedule is expressed and the State Government hereby covenants with the lessee/lessees 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 as per Govt. order no mon 1586 (6.9.86) 22295 CHM. dt. 11-8-86

84/29-11-86

Handwritten signatures and stamps on the left side of the document.

PART-I

The Area of this lease

All that tract of lands situated at Goraknadi Description of area or areas ) Location and  
 in ( Pargana ) in Veraval the Registration District of area of the  
 Junagadh Sub-District Veraval and Thana Veraval bearing lease.  
 Cadastral Survey Nos as per attached schedule containing an area of or hect.  
 thereabouts delineated on the plan hereto annexed and thereon coloured and bounded as 41-64-24  
 follows :

- On the North by :
- On the South by : as per attached schedule
- On the West by :
- and
- On the East by :

hereinafter referred to as "the said Lands".

PART-II

Liberties, Powers and Privileges to be exercised and enjoyed by the lessee/lessees subject to the restrictions and conditions in Part-III

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 for, win, work, dress, process, convert, carry away and dispose of the said mineral/minerals. To enter upon land and search for win work 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 and pits, shafts, inclines, drifts, levels, water-ways, air-ways and other works ( and to use, maintain deepen or extend any existing work of the like nature in the said lands ). To sink drive and make pits shafts and inclines etc.
3. Liberty and power for or in connection with any of the purposes mentioned in this part of erect, construct, maintain and use in the said lands any engines, machinery plant, dressing floors, furnaces, coke, oven brickkilns, workshops, store-houses, bungalows, godowns, sheds and other building and other works and conveniences of the like nature on or under the said lands. To bring and use machinery equipment etc.
4. Liberty and power or in connection with any of the purpose, 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, wagon, 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 in To make roads and ways etc., and use existing roads and ways.
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 buildings and road 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 material, bricks or tiles. To get building and road materials etc.
6. Liberty and power for or in connection with any of the purposes mentioned in this part but subject to the rights of any existing or future lessee and with the written permission of Collector to appropriate and use water from any streams, water-courses, springs or other sources in or upon the said lands and to divert, stop up or dam any such stream or water course and collect or impound any such water and to make construct and maintain any water-course, culverts, drains or reservoirs but not as so to deprive any cultivated lands, villages, buildings, or watering place for livestock 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/lessees 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 water from stream etc.
7. Liberty and power to enter upon and use a sufficient part of the surface of the said lands for the purpose of stacking, heaping, storing or depositing there in 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. To use land for stacking heaping depositing purposes.
8. (a) Liberty and power to enter upon and use a sufficient part of the said lands to beneficiate any or produced from the said lands and to carry away such beneficiated or. Beneficiation and carrying away of produce.
- (b) Liberty and power upon the said lands to convert into coke any coal or coal dust produced from the said lands and to carry away such coke. To make coke (To be used in case of coal etc.)



lessee/lessees in or upon the said lands and which the lessee/lessees is/are 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.

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 VII of this Schedule become effective there shall remain in or upon the said land any engines, machinery, plant buildings, structures, tramways, railways and other works, erection and conveniences or other property which are not required by the lessee/lessees in connection with operations in any other lands held by him/them under prospecting Licence or mining lease the same shall, if not removed by the lessee/lessees within one calendar months after notice in writing requiring their removal has been given to the Lessee/lessees 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 State Government shall deem fit without liability to pay any compensation or to account to the lessee/lessees in respect thereof.

Property left more than six months after determination of lease.

7. Every notice by these presents required to be given to the lessee/lessees shall be given in writing to such person resident on the said lands as the lessee/lessees 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/lessees by registered post addressed to the lessee/lessees at the address recorded in this lease or at such other address in India as the lessee/lessees may from time to time in writing to the State Government designate for their receipt of notices and every such service shall be deemed to be proper and valid service upon the lessee/lessees and shall not be questioned or challenged by him.

Notice.

8. If any event the order 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/lessees shall not be entitled to compensation for any loss sustained by the lessee/lessees in exercise of the powers and privileges conferred upon him/them by these presents.

Immunity of State from Government liability to pay compensation.

9. For the purpose of stamp duty the anticipation royalty from the demised land is Rs. 63000/- per year.

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

Signed by B.K. Sinha, IAS Collector, Junagadh for and on behalf of the Governor of Gujarat.

Collector Junagadh Dist. Junagadh

In the presence of

- 1. Shri. K.P. Patel Asst. Comm. SMD
2. H.R. Parikh Asst. Comm. HRD

Asst. Director Geology and Minn. Junagadh

Shri. V.C. SEKAR Sr. Manager

for and on behalf of (Name of lessee/lessees)

V.C. Sekar

In presence of

- 1. P.C. BHANDARI
2. N.K. SHARMA

Handwritten signatures of witnesses

NO. STP ADJ 4 1987

Office of the Collector

Junagadh, Dist. 9-2-87

Collector Junagadh Dist. Junagadh

Asst. Comm. SMD

Asst. Comm. HRD

Rs. 25/-

Collector

JUNAGADH DISTRICT, JUNAGADH

PRINTED AT THE GOVERNMENT PRESS, RAJODARA



3.2

(3) In schedule - I,

(b) In form 'K' in part IX, after clause 8 the following clause shall be added, namely :-

"(BA) The lease is executed at JUNAGADH the capital Town of the State GUJARAT (name of the State) and subject to the provision of Article 226 of the Constitution of India, it is hereby agreed upon by the leasee and the lessor that in that event of any dispute in relation to the area under the lease, condition of lease, the use realisable under the lease and in respect of all matter touching the relationship of the leasee and the lessor, the suits (or appeals) shall be filed in the Civil Courts at JUNAGADH (Name of the City) and it is hereby expressly agreed that neither party shall be competent to file a suit or bring any action or file any petition at any place other than the courts named above;"

For & on behalf of :

GUJARAT INDUSTRIAL INVESTMENT CORPORATION LTD.

V. C. Sekar  
(V. C. SEKAR)  
SR. MANAGER (CHEM)

FORM K  
MODEL FORM OF MINING LEASE

(See Rule 31)

THIS INDENTURE made this 5<sup>th</sup> day of January 1987 between the Governor of Gujarat (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 (Name of person with address and occupation) (hereinafter referred to as is an individual "lessee" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns).

When the lessee (Name of person with address and occupation) (hereinafter referred to as are more than "lessee" which expression shall where the context so admits be deemed to one individual include their respective heirs, executors, administrators, representatives and their permitted assigns).

When the lessee (Name and address of partner) son of son of all carrying on business in is a registered partnership under the name and style of firm (name of their firms) registered under the Indian Partnership Act, 1932 (9 of 1932) and having their registered office at .. in the town .. of (hereinafter referred to as "the lessees") which express-on where the context so admits be deemed to include all the said partners, their respective heirs, executors, administrators, legal representatives and permitted assigns).

GUJARAT INDUSTRIAL INVESTMENT CORPORATION LTD

When the lessee (Name of company) a company registered under Companies Act (Act under) is a re-registered which incorporated) and having its registered office at 1956 (No 1524 dt. company 12-8-68) Chunibhai Chambers, Ashram Road, Ahemdabad. (Address) (hereinafter refereed to as the lessee which expression shall where the context so admit be deemed to include its successors and permitted assigns) of the other part.

WHEREAS THE lessee/lessees has/have 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 Limestone in respect of the lands described in Part-I of the schedule hereunder written and has/have deposited with the State Government the sum of Rs.1000/- as a security and a sum of Rs. 500/- for meeting the preliminary expenses for a mining lease (and whereas the Central Government has approve the grant of a lease)\* (No. M-II-152 (57) 61, dated 15<sup>th</sup> October, 1963).

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/lessees to be paid observed and performed the State Government (with the approval

of the Central Government)\* hereby grants and demises into the lessee/lessees. All those the mine beds/veins seams of Lime Stone (herestate 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 upto the State Government the liberties, powers and privileges mentioned in Part-IV of the said schedule TO HOLD the premises hereby granted and demised upto the lessee/lessees from the 5<sup>th</sup> day of January 1985-1986 for the term of 20 years thence next ensuring YIELDING AND PAYING therefore upto 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 in Part VI of the said Schedule and the lessee/lessees hereby covenants/covenant with the State Government as in Part-VII of the said schedule is expressed and the State Government hereby covenants with the lessee/lessees 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 as per Govt. Order No. MOR 1586 ..

(J) Qc-1 – 1

PART – I

*The Area of this lease*

All that tracts of land situated at Gorakhamadhi (Description of area or areas)	Location and
In (Paragana) in Veraval the registration district of Junagadh Sub-district	area of the
Veraval and thana bearing Cadastral Survey Nos. as per attached schedule	lease
Containing area of or thereabouts delineated on the plan hereto annexed and	
Thereon colored and bounded as follows:	

On the North by:

On the South by:

On the West by:

On the East by:

Hereinafter referred to as “the said Lands”.

PART – II

*Liberties, powers and Privileges to be exercised and enjoyed by the lessee/lessees subject to the restrictions and conditions in Part-III*

To enter upon land and 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 for, win, work, dress, process, convert, carry away and dispose of the said mineral/minerals.

To enter upon land and search for win work etc.,

To sink drive and make pits shafts and 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 and pits, shafts, inclines, drifts, levels,

To sink drive and make pits shafts and inclines

water-ways, air-ways and other works (and to use, maintain deepen or extend say existing work of the like nature in the said lands).

To bring and use machinery equipment etc.

3. Liberty and power for or in connection with any of the purposes mentioned in this part of erect, construct, maintain and use in the said lands any engines, machinery plants, dressing floors, furnaces, coke, oven brickkiln, workshops, store-houses, bungalows, god owns, sheds and other building and other works and conveniences of the like nature on or under the said lands.

To bring  
and use  
machinery  
equipment

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

4. Liberty and power 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, wagon, 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 make  
roads and  
ways etc.,  
and use  
existing

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 buildings and road 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 material, bricks or tiles.

To get  
building  
and road  
materials

6. Liberty and power for or in connection with any of the purposes mentioned in this part but subject to the rights of any existing or future 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 was stream of water course and collect or impound any such water and to make construct and maintain any water course culverts, drains or reservoirs batt not as so to deprive any cultivated lands, villages, buildings, or watering place for livestock 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/lessees shall not interfere with the navigation in any navigable stream nor shall divert such stream without the written permission of the State Government

To use  
water  
from  
stream  
etc.

7. Liberty and power to enter upon and use a sufficient part of the surface of the said lands for the purpose of stacking, heaping, stoing or depositing there in 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.

To use  
land for  
stacking  
heaping  
depositing

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

Beneficiati  
on and  
conveying  
away of

(b) Liberty and power upon the said lands to convert into coke any coal or coal dust produced from the said lands and to carry away such coke.

To make  
coke (To  
be used

lessee/lessees in or upon the said lands and which the lessee/lessees is not bound to deliver to the State Government under clause 20 of part VII of the Schedule and which the State Government shall not desire to purchase.

6. If at the end of six calendar months after the expiration or sooner determinations of the said term under the provision contained in clause 4 of Part VII of the Schedule become

Property  
left after  
six month  
of  
determina  
tion of  
lease

effective there shall remain in or upon the said land any engines, machinery, plant buildings, structures, tramways, railways and other works, erection and conveniences or other property which are not required by the lessee/lessees in connection with operations in any other lands held by him/them under prospecting Licence or mining lease, the same shall if not removed by the lessee/lessees within one calendar months after notice in writing requiring their removal has been given to the Lessee/lessees 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 State Government shall deem fit without liability to pay any compensation or to the account to the lessee/lessees in respect thereof.

7. Every notice by these presents required to be given to the lessee/lessee shall be given in writing to such person resident on the said lands as the lessee/lessees 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/lessees by registered post addressed to the lessee/lessees at the address recorded in this lease or at such other address in India as the a lessee/lessees may from to time to time in writing to the State Government designate for their receipt of notices and every such service shall be deemed to be proper and valid service upon the lessee/lessee and shall not be questioned or challenged by him.

Notice

8. If any event the order 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/lessees shall not be entitled to compensation for any loss sustained by the lessee/lessees in exercise of the powers and privileges conferred upon him/them by these present.

Immunity of State from Government liability to pay compensation.

9. For the purpose of stamp duty the anticipation royalty from the demised land in Rs. 63000/- per year.

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

Signed by B.K. Sinha, IAS Collector, Junagadh

COLLECTOR

For and behalf of the governor of Gujarat.

Junagadh Dist. Junagadh

In the presence of

1. Shri K.P. Patel
2. Shri H.R. Trivedi

Shri V.C. Sekar Sr. Manager

In presence of

1. P.C. Bhandari
2. N.K. Sharma

(3) In schedule - I,

(b) In form K in part IX, after clause 8 the following clause shall be added, namely – “(BA) The lease 12 executed at JUNAGADH the capital Town of the State GUJARAT (name of the State) and subject to the provision of Article 226 of the Constitution of India, it is hereby agreed upon by the leasee and the lessor that in that event of any dispute in relation to the area under the lease, condition of lease, the use realisable under the lease and in respect of all matter touching the relationship of the leasee and the lessor, the suits (or appeals) shall be filed in the Civil Courts at JUNAGADH (Name of the City) and it is hereby expressly agreed that neither party shall be competent to file a suit or bring any action or file any petition at any place other than the courts named above;”

For & On behalf of

GUJARAT INDUSTRIAL INVESTMENT CORPORATION LTD.

VC. Sekar

(VC Sekar)

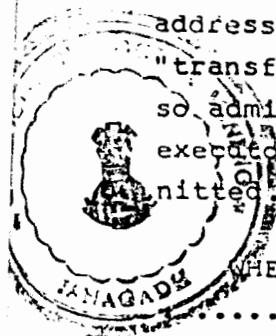
SR.MANAGER (CHEM)

ANNEXURE R/2

F O R M 'O'  
MODEL FORM FOR TRANSFER OF MINING LEASE  
(See rule 37A)

WHEN THE TRANSFEROR IS AN INDIVIDUAL, This indenture made this 26<sup>th</sup> day of October 1973.  
Between Gujarat Industrial Investment Corporation Ltd (name of the person with address and occupation) Ashram Road, Ahmedabad (hereinafter referred to as the "transferor" which expression shall where all context so admits be deemed to include his heirs, executors administrators, representatives and permitted assigns).

WHEN THE TRANSFERORS ARE MORE THAN ONE INDIVIDUAL,  
.....N.A..... (Name of the person with address and occupation and ..... (Name of person with address and occupation (hereinafter referred to as the "transferor" which expression shall where the context so admits be deemed to include their respective heirs, executors administrators, representatives and their permitted assigns).



WHEN THE TRANSFEROR IS A REGISTERED FIRM N.A.  
..... (Name of the person with address of all the partners) all carrying on business in partnership under the firm name and style of ..... (Name of the firm) registered under the Indian Partnership Act 1932 (9 of 1932) and having their registered office at ..... (hereinafter) referred to as the "transferor" which expression where the context so admits the deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns).

WHERE THE TRANSFEROR IS A REGISTERED COMPANY Gujarat Industrial Investment Corpn. Ltd;  
(Name of company) a company registered under ..... (Act under which incorporated) and having its registered office at Chunnibhai Chambers, Ashram road, Ahmedabad. (Address) (hereinafter referred to as the "transferor" which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the first part.

M. N. D. AND

WHEN THE TRANSFEREE IS AN INDIVIDUAL .....N.A.....  
(Name of person with address and occupation) (hereinafter referred to as the " transferee" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns)

WHEN THE TRANSFEREES ARE MORE THAN ONE INDIVIDUAL ..N.A:.. .  
.....(name of the person with address and occupation) and .....(Name of the person with address and occupation) hereinafter referred to as the " transferee" deemed to include their respective heirs, executors, administrators, representative and their permitted assigns)

WHEN THE TRANSFEREE IS A REGISTERED FIRM .....N.A.....  
.....(Name and address of all the partners all carrying on business in partnership under the firm name and style of) .....(Name of the firm) registered under the Indian Partnership Act, 1932(9 of 1932) and having their registered office at .....  
(hereinafter referred to as the " transferee" which expression where the context so admits be deemed to include/ all the said partners, their respective theirs, executors, legal representatives and permitted assigns).



WHEN THE TRANSFEREE IS A REGISTERED COMPANY Gujarat Heavy Chemicals Ltd,  
.....(Name of Company) a company registered under (Act under which incorporated) and having its registered office at .....  
Bhikhubhai Chambers, Navrangpura (Address) (hereinafter referred to as the " transferee" which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the second part.

A N D

The Governor of .....Gujarat.....(hereinafter referred to as the 'State Govt.' which expression shall where the context so admits be deemed to include the successors and assigns) of the third part.

*[Handwritten signature]*

: 3 :

WHEREAS by virtue of an indenture of lease dated the .5-1-1987... and registered as No ...651.....on ..22-12-1986...dated ) in the office of the Sub Registrar of .....Junagadh.....(place) (hereinafter referred to as lease) the original whereof is attached here to and marked 'A' entered into between the State Govt. (therein called the lessor) and the transferor (therein called the lessee), the transferor is entitled to search for, win and work the mines and minerals in respect of Limestone.....(name of mineral/s) in the lands described in the Schedule thereto and also in Schedule annexed hereto for the term and subject to the payment of rents and royalties and observance and performance of the lessee's covenant and conditions in the said deed to lease reserved and contained including a covenant not to assign the lease or any interest thereunder without the previous sanction of the State Govts.

AND WHEREAS the transferor is now desirous of transferring and assigning lease to the transferee and the State Govt. has, at the request of the transferor, granted (with the prior as a approval of the Central Govt.) permission to the transferor vide order No. MCR-1587(G-6)-2168-CHH, dated .....21-5-1992... to such a transfer and assignment of the lease upon the condition of the transferee) entering into an agreement in and containing the terms and conditions herein after setforth.

Now the Deed Witnesseth as follows:

01. In consideration of Rs. ....*one l*.....paid by the transferor, the receipt of which the transferor hereby acknowledge the transferor hereby conveys assigns and transfers unto the transferee all the rights and obligations under the said hereinbefore recited lease and to hold the same unto the transferee with effect from *26.10.93*..... for the expired period of the said lease.
02. The transferee hereby covenants with the State Govt. that from and after transfer and assignment of the lease the transferee shall be bound by, and the liable to perform, observe and conform and the subject to all the provisions of all the covenants, stipulation and conditions contained in said hereinbefore recited lease in the same manner in all respects as if the lease had been granted to the transferee ~~xxx~~ as the lease thereunder and he had originally executed it as such.

*[Handwritten signature]*

03. It is further hereby agreed and declared by the transferor of the one part and the transferee of the other part that.

- (1) The transferor and transferee declare that they have ensured that the mineral rights over the area for which the mining lease is being transferred vest in the ~~State~~ State Government.
- (ii) The transferor hereby declares that he has not assigned subject, mortgaged or in any other manner transferred the mining lease now being transferred and that no other persons has any rights, title or interest whereunder in the present mining lease being transferred.
- (iii) The transferor further declares that he has not entered into or made any agreement contract or understanding whereby he had been or is being directly or indirectly financed to a substantial extent by or under which the transferor's operation or understandings were or are being substantially controlled by any person or body of persons other than the transferor.
- (iv) The transferor further declares that he has furnished an affidavit alongwith his application for transfer of the present mining lease specifying therein the amount that he has already taken/proposes to take as consideration from the transferee.
- (v) The transferee further declares that he is financially capable of and will directly undertake mining operations.
- (vi) The transferee holds a Certificate of approval and Income Tax Clearance Certificate in Form 'C' from the Income Tax Officer concerned.
- (vii) The transferor has supplied to the transferee the original/ or certified copies of all the plans of abandoned workings in the area and in a belt 65 metres wide surrounding it.
- (viii) The transferee hereby further declared that as a consequence of this transfer, the total areas while held by him under mineral concessions are in contravention of Section 6 of the Mines and Minerals (Regulation and Development) Act, 1957 or rule 35 of the Mineral Concession Rules, 1960.
- (ix) The transferor has paid all the rent, royalties and other dues towards Govt. till this date, in respect of this lease.

IN WITNESS WHEREOF THE parties hereto have signed on the date and year first above written.

  
\_\_\_\_\_

**SCHEDULE - I**

Location and area of the lease.

All that tract of lands situated at Gorekhvad  
 \_\_\_\_\_ (Description of area or areas) Vesaval  
 \_\_\_\_\_ (in (Paragana) in Vesaval  
 the Registration Distt. Junagadh sub. Distt.  
Vesaval and Thana Pradesh Patan  
 bearing Casteal Survey Nos 408/116 containing  
 an area of Heb-8-73-11 or there about delineated  
 on the plan hereto annexed and thereon coloured  
 \_\_\_\_\_ and bounded as follow :-

ON THE NORTH BY  
 ON THE SOUTH BY  
 ON THE EAST BY  
 AND  
 ON THE WEST BY

*As per certified map of lease det.*



Signed by **GURUPRASAD MOHAPATRA**  
 I. A. S.

*[Signature]*  
**COLLECTOR**  
 Junagadh Dist. Junagadh

for and on behalf of the State Govt, in the presence of

1. S. K. Desai Geologist
2. B. H. Thirwar Surveyor *[Signature]*

Geologist  
 Geology and Mining Deptt.  
 Junagadh.

*[Signature]* Signature of Transferer  
 in presence of witnesses.

1. *[Signature]*
2. For G. L. W.  
*[Signature]*  
 ASST  
 S. J. MANKAD

*[Signature]*  
**J. P. HALDER**  
 Dy. General Manager (Mines)  
 Gujarat Heavy Chemicals Ltd.  
 Signature of Transferee  
 in the presence of

1. *[Signature]*
2. *[Signature]*  
 (C. LAL)

## ANNEXURE R/3

GRAM: COMPANYREG

E-mail :- roc@ahmedabad.nic.in

TEL:7438531

FAX NO : 7438371

GOVERNMENT OF INDIA  
MINISTRY OF FINANCE  
DEPARTMENT OF COMPANY AFFAIRS,  
OFFICE OF THE REGISTRAR OF COMPANIES, GUJARAT.  
ROC BHAVAN, OPP. RUPAL PARK, NR. ANKUR BUS STAND,  
NARANPURA, AHMEDABAD- 380 013.

No 04- 6513/2003

Date- 21-11-2003

To,

GUJARAT HEAVY CHEMICALS LIMITED,  
GHCL House,  
Opp. Punjabi Hall, Near Navrangpura Bus stand,  
Navrangpura, Ahmedabad,9.

Sub;- Change of name - Approval of the Central Government  
U/s 21 of the Companies Act, 1956.

Sr.

With reference to your application dated 3-11-2003 in the above matter, I hereby approve and signify in writing under section 21 of the Companies Act, 1956 ( No 1 of 1956 ) read with the Government of India , Ministry of Law , Justice & Company Affairs, Department of Company Affairs, Notification No G.S.R. NO 507 (E) dated 24<sup>th</sup> June 1985.

The Change of Name of Company from

**GUJARAT HEAVY CHEMICALS LIMITED**

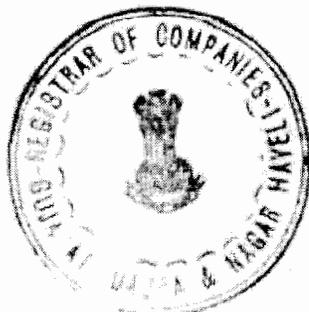
TO

**GHCL LIMITED**

Dated :21-11-2003  
Ahmedabad.

Yours Faithfully,

*B.N. Harish*  
( B.N. HARISH )  
REGISTRAR OF COMPANIES  
GUJARAT.





## CERTIFICATE OF INCORPORATION

No. 6513 of 1983-84

ता. \_\_\_\_\_ का सं. \_\_\_\_\_

I hereby certify that GUJARAT HEAVY CHEMICALS

LIMITED. \* \* \* \* \*

is this day incorporated under the Companies Act, 1956  
(No. 1 of 1956) and that the Company is Limited.

मैं एतद्वारा प्रमाणित करता हूँ कि आज \_\_\_\_\_

कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निगमित की गई है और यह  
कम्पनी परिसीमित है।

मेरे हस्ताक्षर से आज ता. \_\_\_\_\_ का दिया गया।

Given under my hand at AHMEDABAD

this FOURTEENTH day of OCTOBER

one thousand nine hundred and EIGHTY THREE



*K.G. Ananthakrishnan*

( K.G. ANANTHAKRISHNAN )  
Registrar of Companies

कम्पनियोंका रजिस्ट्रार, गुजरात  
GUJARAT

-TRUE COPY-

ANNEXURE R/4

Evaluating unlicensed DynamicPDF feature. Click here for details. [4:0:eval]

THE VERAVAL MERCANTILE  
CO-OP BANK LTD  
MAIN BRANCH SUBHASH RD  
VERAVAL - 362256  
GUJSOS/AUTH/AV/116/2006

14795 SPL. ADM. મજબૂત  
174027 AUG 30 2007  
સેલ નં. 011 48931-26  
Rs.01148931-PB5097  
STAMP DUTY GUJARAT

VRL - 1  
2586 | 1 | 26  
2007



For GHCL LTD.  
*[Signature]*  
Authorized Signatory



FORM - K  
MODEL FOR OF MINING LEASE  
(SEE RULE : 31)

This indentures made this 10-9-07 day of September, 2007  
between the Governor of Gujarat (hereinafter referred to as "the State  
Government" which expression shall were the context so admits be deemed to  
include the successors and assigns) of the one part and

When the lessee is an individual. (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)

When the lessee are more than one individual. (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 their respective heirs, executors, administrators, representative and their permitted assigns).

For, **GHCL LIMITED**

*[Signature]*  
OF ATTORNEY HOLDER

2586 VRL - 1 2 26 2007

When the son of of of all carry- ing on business in partnership under the name and style of firm.

(Name of their firms) regis- tered under the Indian Partnership Act, 1932 (9 of 1932), and having their registered office at in the town of (hereinafter referred to as "the lessees") which express on where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assigns).

When the lessee is a registered company. GHCL Limited (Name of Company) a company registered under Companies Act, 1956 (Act. Under which incorporated) and having its registered office at GHCL House, Swastik Society, opp. Punjabi Hall, Navrangpura Ahmedabad (Address) hereinafter referred to as the lessee which expression shall where the context so admit be deemed to include its successors and permitted as- signs) of the other part.

WHEREAS the lessee/lessees has/have applied to the State Government in GUJARAT accordance with the Mineral concession Rule, 1960 (hereinafter referred to as the said rules) for a mining lease for Limestone in respect of the lands described in Part-I of the schedule hereunder written and has/have deposited with State Government the sum of Rs: 10,000/- as security and the sum of Rs: 1000/- for meeting the preliminary expenses for mining lease (and WHEREAS the Central Government has approved the grant of the lease) \* (No. M-II-152 (57) 61, dated October 1963).

WITNESSETH that in consideration of the rents and royalties convention- and agreements by and in these presents and the schedule hereunder written reserved and contained and on the part of the lessee / lessees to be paid observed and performed the State Government ( with the approval of the Central Government ) \* hereby grants and demises into lessee / lessees those the mines beds / veins seam of Limestone (here state the mineral or minerals). (Hereinafter and in the schedule referred to as the said minerals ) situated lying the being in or under to lands which are referred to in part 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 restric- tions and conditions as to the exercise and enjoyment of such liberties pow- ers, and privileges which are mentioned in Part - II of the said schedule EXCEPT and reserving out of this devise unto the State Government the liberties, powers and privileges mentioned in Part - V of the said schedule

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TO HOLD the premises hereby granted and demised upto the lessee/lessees from the day of registration 19\_\_ for the term of 20 Yrs years thence next ensuring YIELDING AND PAYING therefore upto the State Government the several rents and royalties mentioned in Part-V of the said Schedule at the respective times therein specified subject to the provisions contained in Part-VI of the said Schedule and the lessee/lessees hereby covenants/convenant with the State Government as in Part-VII of the said schedule is expressed and the State Government hereby covenants with the lessee/lessees 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 at Kodidra Description of area or areas) in (Pargana) in Junagadh the Registration District of Veraval Sub-District and Thana Veraval bearing Cadastral Survey Nos 81 P, 4.7000 Hect containing an area of or thereabouts delineated on the plan hereto annexed and thereon coloured and bounded as follows:

On the North by :

On the South by :

On the West by :

On the East by :

AS SHOWN IN ATTACHED MAP

hereinafter referred to as "the said Lands".

PART - II

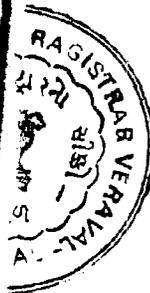
Liberties, Powers and Privileges to be exercised and enjoyed by the lessee/lessees subject to the restrictions and conditions in Part-III.

1. To enter upon land & search for win, work etc.

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 for, win, work, dress, process, convert, carry away and dispose of the said mineral/minerals.

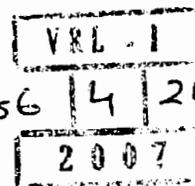
2. To sink drive and make pits, shafts and inclines etc.

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 and pits, shafts, inclines, drifts, levels, waterways, air-ways and other works (and to use, maintain, deepen or extend any existing work of the like nature in the said lands)



For GHCL Ltd.

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3. To bring and use machinery equipment etc.

Liberty and power for or in connection with any of the purposes mentioned in this part of erect, construct, maintain and use in the said lands any engines, machinery plant, dressing floors, furnaces, coke, oven brick kilns, workshops, store-houses, bungalows, godowns, sheds and other building and other works and conveniences of the like nature on or under the said lands.

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

Liberty and power or in connection with any and use of the purpose, mentioned in this part to make existing roads any tramways, railways, roads, aircraft and ways. landing grounds and other ways in or over the said lands and to use, maintain and go and repass with or without horses, cattle, wagon, 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.

5. To get building and road materials etc.

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 in to bricks or tiles and to use such bricks or tiles but not to sell any such materials, bricks or tiles.

6. To use water from stream etc.

Liberty and power for or in connection with any of the purposes mentioned in this part but subject to the rights of any existing or future 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 course, culverts, drains or reservoirs but not as so to deprive any cultivated lands, villages, buildings, or watering place for livestock 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/lessees shall not interfere with the navigation in any navigable stream nor shall divert such stream without the previous written permission of the State Government.

7. To use land for stacking, heaping, depositing purposes.

Liberty and power to enter upon and use a sufficient part of the surface of the said lands for the purpose of stacking, heaping, storing or depositing there in 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.

8(a) Beneficiation and conveying away of production.

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.

8(b) To make coke (to be used in case of coal only)

Liberty and power upon the said lands to convert into coke any coal or coal dust produced from the said lands and to carry away such coke.



For GHCL Ltd.

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4 A. Compensation for damage to reserved forest

The lessee/lessees shall pay such compensation as may be assessed by the Chief Conservator of Forest for damage caused to the land in any area of the reserved forest on account of the mining operation carried out in such area. The compensation for such damage shall be based on the value of the standing trees in the said area and twenty times the sum of annual revenue derived by the Government from such land immediately before the grant of lease.

5. No mining operation within 50 meters of public works etc.

The lessee/lessees shall not work or carry on or allow to be worked or carried on any mining operation at or to any point within a distance of 50 meters from any railway line except with the previous written permission of the Railway Administration "concerned or under or beneath any ropeway or any ropeway trestle or station, except, under and in accordance with the written permission of the authority owing the ropeway" 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 meters shall be measured in the case of railway, reservoir or canal horizontally from the outer toe of the bank or the edge of the cutting as the case may be and in case of a building horizontally from the plinth thereof. In the case of village roads no working shall be carried out within a distance of 10 meters 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 (No.1 (51)/65-M-II, dated 26th February, 1969).

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, 1980, by clause (6) of section 3 of that Act. "Public Road" shall mean a road which has been constructed by artificially surfaced as district from a track resulting from repeated use. Village road will include any track shown in the revenue record as village road.

6. Facilities for adjoining Government licences and lessees.

The lease/lessees shall allow existing the 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 lessee/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/lessees 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/lessees for all loss or damage sustained by the lessee/lessees by reason of the exercise of this liberty.



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9. To clear brushwood and to fell and utilise trees etc.

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 brushwood 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/lessees to pay for any trees or timber felled and utilised by them/him at the rates specified by the Collector or the State Government.

PART-III

Restrictions and Conditions as to the Exercise of the liberties, Powers and Privileges 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, burying 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 effect 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 work or purposes not included in this lease. The lessee/lessees shall not also interfere with any right of way well or tank.

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

Before using for surface operations any land which has not already been used for such operations, the lessee/lessees 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 proposed to be so used if objection is issued by 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 objections so stated shall on reference to the State Government be annulled or waived.

3. To cut trees in unreserved lands

The lessee/lessees 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 brushwood or undergrowth which interferes with any operations authorised by these presents. The Collector or the State Government may require the lessee/lessees to pay for any trees or timber felled and utilised by him/them at the rates specified by the Collector of the District.

4. To enter upon reserved forest

Notwithstanding anything in this schedule contained the lessee/lessees 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 not otherwise than in accordance with such conditions as the State Government may prescribe.

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PART - V

Rents and Royalties reserved by this Lease.

1. To pay dead rent or royalty which ever is greater

The lessee/lessees 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/minerals 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.

2. Rate and mode of payment of dead rent.

Subject to the provisions of clause 1 of this Part during the subsistence of the lease, the lessee/lessees 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 manners as may be specified in this behalf by the State Government.

Subject to the provision of clause 1 of this part during the subsistence of the lease, the Lease/Leasses shall pay to the following rate/rates or at such revised rate/rates which may be communicated in writing to the Lessee/Leasses by the State Government per mineral per hectares of the lands demised and described in Part-I of this schedule.

Name of Mineral Rs.	Dead Rent fixed per Hect.	Area of demised land (Hect)	Dead Rent payable Rs.	Total Dead rent payable
1st year & 2nd year	Rs 100/-	4.70	470.0	940.0
3 <sup>rd</sup> year Onward	Rs 400/-	4.70	1880.0	33840.0

Dead Rent, Surface Rent, etc. will be paid at the State Bank of Saurashtra, Veraval every year.



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PART-IV

Liberties, powers and privileges reserved to the State Government.

1. To work other Minerals.

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 these purpose to sink, drive, make, erect, construct, maintain and use such pits, shafts, inclines, drifts, levels and other lines waterways, airways, water courses, drains reservoir, engines machinery, plant, building, canals, tramways, railways, roadways and other works 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/lessees 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/lessees for all loss or damage sustained by the lessee/lessees by reason or in consequence of the exercise of such liberty and power.

2. To make railways tramways and roads.

Liberty and power for the State Government ways and roads. 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 pipelines 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 animal, carts, wagons, carriages, locomotives or other vehicles over or along any such railways, tramways roads, lines and other ways for all purposes and as occasion may for 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/lessees 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/lessees for all loss or damage sustained by the lessee/lessees by reason or in consequence of the exercise by such lessee or person of such liberty and powers.

3. To maintain Pass Book for removal of mineral.

The lessee/lessees shall maintain a passbook in triplicate. He/they or his/their agents shall before the said mineral is removed from the mining site fill in blanks in all the three parts of the pass and detach two parts from the pass book and hand over to the truck driver or the person in charge of the vehicle. The truck driver or the person incharge of the vehicle shall on arrived at the Naka hand over one of the two parts of the pass to the Naka clerk. Mines Supervisor or any officer of Government in charge of the supervision of the mine who shall verify whether the mineral of the same description weight etc., as stated in the pass is loaded in the truck of the vehicles. The third part of the pass shall be handed over to the consignee alongwith the consignment.



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## 2. Mode of Computation of Royalties.

For the purpose of computing the said royalties the lessee/lessees shall keep a correct account of the mineral/minerals produced and dispatched. The accounts as well as the weights of the mineral/minerals in stock or in the process of export may be checked by an officer authorised by the Central or State Government. The computation of royalties shall be decided by the Director of Geology and Mining of the State.

## 3. Courses of action if rents and royalties are not paid in time.

Should any rent, royalty or other sums due to the State Government together with simple interest due thereon at the rate of twenty four percent per annum under the terms and conditions of these presents be not paid by the lessee/lessees 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 revenues.

## PART - VII

### The Covenants of the Lessee/Lessees

#### 1. Lessee to Pay rents and royalties, taxes, etc.

The lessee/lessees shall pay the rent, water rate and royalties reserved by this lease at such times and in the manner provided in PART V and VI of these presents and shall also pay and discharge all taxed, rates, assessments and impositions whatsoever being in the nature of public demands which shall from the 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 leasees/lessees in common with other premises and works of a like nature except demands for land revenue.

#### 2. To maintain and keep boundary marks in good order.

The lessee/lessees shall at his/their 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.

#### 3. To commence operation within a year and work in a workmen like manner.

Unless the State Government for good cause permits otherwise, the lessee/lessees shall commence operation within one year from the date of execution of the lease and shall as there after at all times during the continuance of this lease search for, win work and develop the said minerals without voluntary intermission in a skillful and workmen like manner and 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 purposes of this clause operations shall include the erection of machinery laying of a tramways or construction of road in connection with the mine.

For GHCL Ltd.

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The lessee shall pay royalty and dead rent in four quarterly installment payable on First day of January, First day of April, First day of July, and First day of October every year in Sub-Treasury/Treasury Kodinar (Name of the treasury).

3. Rate and mode of payment of royalty.

Subject to the provision of clause I of this part, the lessee/lessees shall during the substance 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 by him/them from the leased area at the rate for the time being specified in the Second Schedule to the Mines and Minerals (Regulation and Development) Act, 1957.

4. Payment of Surface rent and Water rate.

The lessee/lessees shall pay rent and water rate 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/lessees under the authority of this presents at the rate that may be specified by the State Government, 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 area shall cease to be so occupied or used and shall as far as possible restore and the surface so used to its original conditions. The surface rent in respect of the area actually under mining operation and area utilised for machinery labour quarters and office, shall be equal to non-Agriculture assessment i.e. at the rate of Rs \_\_\_\_\_ per Sq.Meter per annum and in respect of the areas occupied but unused i.e. for the remaining area shall be equal to the agriculture assessment should be paid at the rate of Rs. \_\_\_\_\_ per hectare or part thereof per annum from time to time:

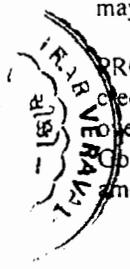
PROVIDED THAT NO such rent/water rate shall be payable in respect of the occupation and use of the area comprised in any roads or ways to which the public have full right to access.

PART - VI

Provisions relating to the Rent and Royalties

I. Rent and Royalties to be free from deduction etc.

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 Kodinar and in such matter as the State Government may prescribed.



PROVIDED ALWAYS and it is hereby agreed that Rs 2000/- the balance standing to the credit of the lessee/lessees on account of the deposit made by him/them as a licensee/licensees 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.

For GNCL Ltd.

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To indemnify Government against all claims.

The lessee/lessees shall make and pay such reasonable satisfaction and compensation as may be assessed by lawful authority as in accordance with the law in force on the subject for all damage, injury or disturbance which may be done by him/them 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.

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

The lessee/lessees 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, shafts or workings whether the same is abandoned or not and shall during the same period keep all working in the said lands except such as may be abandoned accessible free from water and foul air as far as possible.

6. To strengthen and support the mine to necessary extent.

The lessee/lessees 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 required such strengthening or support for the safety of any railway, reservoir canal, road and any other public works or structures.

7. To allow inspection of working.

The lessee/lessees shall allow any officer authorised by the Central Government or the State Government in that behalf to enter upon the premises including any in building, excavation or land comprised in the lease for the purpose of inspecting, examining, surveying, prospecting and making plans thereof sampling collecting a data and the lessee/lessees shall with proper person employed by the lessee/lessees and acquainted with the mines and work effectually assist the officer, agents, servants and workmen in consulting every such section 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 Government as the result of such inspection or otherwise may from time to time see fit to impose. (No.M-II(69)44/61, dated 7th September 1961).

8. To report accident.

The lessee/lessees shall without delays 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.

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9. To report discovery of other minerals.

The lessee/lessees 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/lessees shall not win and dispose of such mineral unless such mineral is included in the lease or a separate lease is obtained therefore.

10. The lessee/lessees shall at time 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 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 work 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 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 matters, aforesaid as the State Government may prescribe and shall at all reasonable time 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.



For GHCL Ltd.

*Richard S. ...*

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11. To maintain plans etc.

The lessee/lessees shall at all times during the said term maintain at the mine office correct intelligible up-to-date and complete plans and sections of the mines in the said lands. They shall show all the operations, and working and all the trenches pits and drillings made by him/them in the course of operations carried on by him/them 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/lessees 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, pits and drillings 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 Central and State Government from time to time.

The lessee/lessees 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/they 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, dip, inclination etc., of all the seams as also the quantity of reserves quality-wise.

FORM 'K' PART VII ADDENDA – AFTER CLAUSE 11

11.A The lessee shall pay a wage not less than the minimum wage prescribed by the Central or State Government from time to time.

11.B The lessee shall comply with provision of the Mines Act 1952.

11.C The lessee shall take measures for the protection of environment like planting of trees, reclamation of land, use of pollution control devices, and such other measures as may be prescribed by the Central or State Government from time to time at his own expense.

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

For GMCL Ltd.

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## 12. Act 67 of 1957

The lessee/lessees 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.

## 13. To provide weighing machine.

Unless specifically exempted by the State Government the lessee/lessees 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 minerals, ores products raised, sold, exported and converted during the previous twenty-four hours 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/lessees. The lessee/lessees shall give seven days previous notice in writing to the Collector of every such measuring or weighing in order that he or some officer on his behalf may be present there at.

## 14. To allow test of weighing machine.

The lessee/lessees shall allow any person or persons appointed in that behalf by the State Government at any time or 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 the same respectively are 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 may require that the same be adjusted, repaired and put in order by and at the expenses of the lessee/lessees 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 by and the expense of so doing shall be paid by the lessee/lessees 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 weight 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.

## 15. To pay compensation for injury of third parties.

The lessee/lessees shall make and pay 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/lessees 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.



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16. Not to obstruct working of other minerals.

The lessee/lessees 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 include in this lease and shall at all times afford to the Central and State Government and to the holders of prospecting licence 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/lessees shall receive reasonable compensation for any damage or injury which he/they may sustain by reason or in consequence of the use of such passage by such lessees or holders of prospecting licences.

17. Transfer of lease.

(1) The lessee/lessees 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/lessees 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/lessees:

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

- (a) the lessee has furnished an affidavit alongwith his application for transfer of the mining lease specifying therein the amount that he has already taken or proposes 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 [No.1(33) 67-M-11 dated 30th March 1968].

(2) Without prejudice to the above provisions, the lessee/lessees may, subject to the conditions specified in the provision to rule 35, of the said rules transfer this lease or any right, title or interest therein, to a person holding a certificate of approval an income-tax clearance certificate from the Income Tax Officer concerned, and the said valid clearance certificate on payment of a fee of rupees one hundred to the State Government. [No.1 (25) 73 MVI dated 28th November 1974].



For GNCL Ltd.  
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Provided that the lessee/lessees shall make available to the transferee the original or certified copies of all plans off a bounded working in the area and in a belt 65 meters wide surrounding its:

Provided further that where the mortgage is an institution or a Bank or a corporation specified in Schedule V, 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 said valid clearance certificate .

(3) The State Government may, by order in writing, determine the lease at any time if the lessee/lessees has/have in the opinion of the State Government, committed a breach of any of the above provisions or has/have transferred the lease of 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/lessees a reasonable opportunity of stating his/their.

18. Not to be financed or controlled by Trust, Corporation, Firm or person.

The lease shall not be controlled and the lessee/lessees shall not allow themselves to be controlled by any Trust, Syndicate Corporation, Firm or person except with the written consent of the Central Government. The lessee/lessees shall not enter into or make any arrangement compact or understanding whereby the lessee/lessees operations or undertaking 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/lessees accordingly.

19. Lessee shall deposit any additional amount necessary.

Whenever the security deposit of Rs.2,000/- 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 in hereinafter declared in that behalf the lessee/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 upto the sum of Rs.2,000/-



For GHCL Ltd.

*[Signature]*  
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20. Delivery of workings in good order to State Government after determination of lease.

The lessee/lessees 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 cause 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/lessees 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 disused) and all buildings and structures of bricks or stone erected by the lessee/lessees 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 shall from time to time and all times during the said term have right (to be exercised by notice in writing to the lessee/lessees or pre-emption of the said minerals (and all products thereof) lying in or upon the said lands hereby deminised or elsewhere under the control of the lessee/lessees and the lessee/lessees 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 as 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 a vessel chartered to carry the minerals or products thereof procured on behalf of the State Government or the Central Government be detained or demurrage at the part of loading the lessee/lessees 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 lessee/lessees.

(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 time of pre-emption PROVIDED THAT in order to assist in arriving at the said fair market price the lessee/lessees 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 contract and charter parties entered into for the sale freightage of such minerals or products.



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(d) In the event of the existence of a State of war or emergency (of which existence 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/lessees) forthwith to take possession and control of the works, plant machinery and premises of the lessee/lessees on or in connection with the said lands or operations under this lease and during such possession or control the lessee/lessees shall conform to and obey all directions given or on behalf of Central Government or State Government regarding the carrying out or employment of such works, plants, premises and mineral PROVIDE THAT the compensation which shall be determined in default of agreements by the Government shall be paid to the lessee/lessees for all loss or damage sustained by him/them by reason or in consequence of the powers conferred by this clause. PROVIDED ALSO that the exercise of such power shall not determine the said lease hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

## 22. Employment foreign nations.

The lessee/lessees shall not employ, in connection with the mining operations, any person who is not an Indian national except with the previous approval of the Government.

## 23. Recovery of expenses incurred by the State Government.

If any of the works or matters which in accordance with the covenants in that behalf herein before contained are to be carried out or performed by the lessee/lessees but are not so carried out or performed within the time specified in that behalf, the State Government may cause them to be carried out or performed and the lessee/lessees 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.

## 24. Furnishing of geophysical data.

The lessee/lessees shall furnish:

- (a) all geophysical data relating to mining fields or engineering and ground water surveys such as anomaly maps, section plans structures, contour maps, logging, collected during the course of mining operations to the Director Geological Survey of India, Calcutta.
- (b) All information pertaining to investigations of radio active minerals collected during the course of mining operations to the Secretary, Department of Atomic Energy, New Delhi.



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The lessee shall submit from time to time or when required progress report to Director or Geology and Mining Gujarat State or to an officer authorised by him alongwith the samples of ores collected during Mining operation together with the analysis report.

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

25. The lessee/lessees shall not use sell the said mineral or deal it in whatsoever manner or knowingly allow any one to use or sell the said mineral or deal with it in whatsoever manner as minor mineral:

Provided that on an application made to it in this behalf by the lessee/lessees the State Government is satisfied that having any regard to the inferior quality or such mineral, it cannot be used for any of the purposes by reasons of which it cannot be called a major mineral or that there is no market for such mineral as a major mineral, the State Government by order permit the lessee/lessees to dispose of the mineral in such quantity and on such terms and in such manner as may be specified therein as a minor mineral.

#### PART - VIII

##### The covenants of the State Government

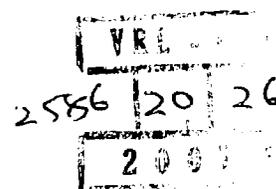
1. Lessee/lessees may hold and enjoy rights quietly.

The lessee/lessees paying the rents, water rate and royalties hereby served and observing and performing all the covenants and agreements here in contained and on the part of the lessee/lessees 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.

2. Acquisitional and of third parties and compensation thereof.

If in accordance with provisions of Clause 4 of Part VII of this Schedule the lessee/lessees 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 for the proposed operations of the lessee/lessees and the said occupier shall refuse his consent to the exercise of the right and powers reserved to the State Government and demised to the lessee/lessees by these presents and the lessee/lessees shall report the matter to the State Government and shall deposit with it the amount offered as compensation and 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/lessees shall have deposited with it such further amount as the State and Central Government shall consider fair and reasonable the State Government shall order the occupier to allow the lessee/lessees 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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### 3. To renew.

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/lessees.

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/lessees be desirous of taking a renewed lease of the premises hereby demised or any part or parts of them for a further term from the expiration of the term hereby granted and otherwise eligible, he/they shall prior to the expiration of the last mentioned term give to the State Government Twelve calendar months previous notice in writing and shall pay the rent rates and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained and on the part of the lessee/lessees 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. In renewal is granted, the State Government will at the expense of the lessee/lessees and upon his executing and delivering to the State Government if required counterpart thereof execute and deliver to the lessee/lessees a renewed lease of the said premises or thereof for the further term of 20 years at such rents, rates and royalties and on such terms as subject to 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 Limestone (Name of mineral on the day next following the expiration of the terms hereby granted. (No. 1(19)71 MVI, dated 9th September 1971)

### 4. Liberty to determine lease.

The lessee/lessees may at any time determine this lease by giving not less than twelve 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/lessees shall upon such expiration render and pay all rents, water rates, royalties, compensation for damages and other moneys which may then be due and pay 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 agreements contained in these presents.



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3. Penalty for repeated breaches of covenants.

In case of repeated breaches of covenants and agreements by the lessee/lessees for which notice has been given by the State Government in accordance with clause (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.

4. Failure to fulfil the terms of leases due to "Force Majeure"

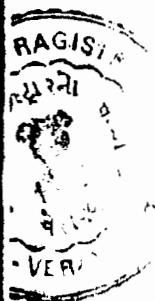
Failure on the part of the lessee/lessees to fulfil any of the terms and conditions of this lease shall not give the Central or State Government any claim against the lessee/lessees or be deemed a breach of this lease, in so far as such failure is considered by the said Government to arise from force majeure, and if through force majeure the fulfilment by the lessee/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, riot, civil commotion, strike, earthquake, tide, storm, tidal, wave, flood, lightning explosion, fire earthquake and an other happening which the lessee/lessees could not reasonably prevent or control.

5. Lessee/lessees to remove his/their properties on the expiry of lease.

The lessee/lessees having first paid and discharged the rents, rates and royalties payable by virtue of these present 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 removed for his/their own benefit all or any engines, machinery plants, buildings, structures, tramways railways, and other works erections and convenience which may have been erected, set up or placed by the lessee/lessees in or upon the said lands and which the lessee/lessees is/are 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.

6. Property left more than six months after determination of lease.

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 VII of this Schedule become effective there shall remain in or upon the said land any engines, machinery, plant buildings, structures, tramways, railways and other works, erection and conveniences or other property which are not required by the lessee/lessees in connection with operation in any other lands held by him/them under prospecting Licence or mining lease, the same shall, if not removed by the lessee/lessees within one



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4.A The State Government may on an application made by the lessee/lessees permit him/them to surrender one or more minerals from his/their 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 hinderance in the working of the mineral so surrendered by any other person who is subsequently granted a mining lease for that mineral. (No. M-II-152(18)/61, dated 4th December, 1962).

#### 5. Refund of Security deposit.

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 purpose mentioned in this lease shall be refunded to the lessee/lessees. No interest shall run on the security deposit.

### PART - IX General Provisions

#### 1. Obstruction to inspection.

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

#### 2. Penalty in case of default royalty and breaches of covenants.

If the lessee/lessees or his/their transferee or assignee makes/make 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 above the State Government shall give notice to the lessee/lessees requiring him/them to pay the rent, water rate, royalty or remedy the breach, as the case may be, within sixty days from the date of receipt of the notice and if the rent, water rate and royalty are not paid of or the breach is not remedied within such period, the State Government may without prejudice to any proceedings that may be taken against him/them, determine the lease and forfeit the whole or part of the security deposit.



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Calendar months after notice in writing requiring their removal has been given to the lessee/lessees 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 State Government shall deem fit without liability to pay any compensation or to account to the lessee/lessees in respect thereof.

Notice

7. Every notice by these presents required to be given to the lessee/lessees shall be given in writing to such person resident on the said lands as the lessee/lessees 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/lessees by registered post addressed to the lessee/lessees...

At the address recorded in this lease or at such other address in India as their lessee/lessees may from time to time in writing to the State Government designate for their receipt of notice and every such service shall be deemed to be proper and valid service upon the lessee/lessees and shall not be questioned or challenged by him.

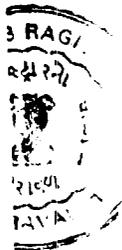
Immunity of State from liability to pay compensation

8. If any event the order 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/lessees shall not be entitled to compensation for any loss sustained by lessee/lessees in exercise of the powers and privileges conferred upon him/them by these present.

(3) In Schedule-I

(b) In form "E" in para IX after clause 8 the following clauses shall be added, namely: (8A) The lease is executed at <sup>Junagadh</sup> the capital District town of the State GUJARAT (Name of the State) and subject to the provision of Article 226 of the Constitution of India, it is hereby agreed upon by the lease and the lesser that in that event of any dispute in relation to the area under the lease, condition of lease, the use releasable under the lease and in respect of all matter touching the relationship of the lease and the lessor, the suits (on appeals) shall be filled in the Civil Courts at Veraval

(name of the city) and it is hereby expressive agreed that neither party shall be competent to file a suit or bring any action or file any petition at place other than the courts named above.



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9. For the purpose of stamp duty the anticipation royalty from the demised land in Rs 90,000/- per year.

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

Signed by Shri Ashwini Kumar (IAS)  
Collector, Junagadh

For and on behalf of the Governor of Gujarat.

ASHWINI KUMAR  
Collector  
Junagadh District  
Geologist  
Geology and Mining Dept.  
Junagadh.

In the presence of

- 1: Shri A. K. Muley (Geologist)
- 2: Shri M. B. Oza (Sr. Clerk)

*(Signature)*

Shri N. K. Nuvval, GM (Mines)  
for and on behalf of (Name of lessee/lessee)  
GHCL Limited  
Subrapada

For GHCL LIMITED  
General Manager  
Subrapada

In presence of



- 1. Kumar Rajan
- 2. R. K. Jotva



---

**From:** icash\_cms@idbibank.com  
**Sent:** 05 January 2023 13:07  
**To:** deb@ghcl.co.in  
**Subject:** IDBI BANK - Payment Details

Dear Gujarat Pollution Control Board,

This is to notify you that the following RTGS transaction has been initiated by IDBI Bank as per the details given below:

**Payment from** GHCL LTD  
**Instrument Amount** Rs. 2948210.00  
**UTR No** IBKLR62023010501600085  
**Details of Payment** Env. Comp. Kodidra mines  
**Bank Account No** XXXXXXXXX238  
**IFSC Code** SBIN0001355  
**Bank Name** STATE BANK OF INDIA  
**Txn. Date** 05-JAN-2023

Kindly confirm the receipt of the same with STATE BANK OF INDIA in the mentioned account number. In case of any clarifications, please contact the remitter GHCL LTD.

Regards,  
Cash Management Services  
IDBI BANK Ltd.



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Disclaimer

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**From:** icash\_cms@idbibank.com  
**Sent:** 05 January 2023 13:04  
**To:** deb@ghcl.co.in  
**Subject:** IDBI BANK - Payment Details

Dear Gujarat Pollution Control Board,

This is to notify you that the following RTGS transaction has been initiated by IDBI Bank as per the details given below:

**Payment from** GHCL LTD  
**Instrument Amount** Rs. 2810180.00  
**UTR No** IBKLR62023010501600084  
**Details of Payment** Env. Comp. Gorakhmadhi mines  
**Bank Account No** XXXXXXXXX238  
**IFSC Code** SBIN0001355  
**Bank Name** STATE BANK OF INDIA  
**Txn. Date** 05-JAN-2023

Kindly confirm the receipt of the same with STATE BANK OF INDIA in the mentioned account number. In case of any clarifications, please contact the remitter GHCL LTD.

Regards,  
Cash Management Services  
IDBI BANK Ltd.



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**Service in Sayyed Md. Sabir Usman & Anr. vs Union of India & Ors. (O.A. No. 101 of 2019/WZ)**

1 message

ELDF &lt;eldflegal@gmail.com&gt;

Sat, Dec 30, 2023 at 1:29 PM

To: nitinlonkar@gmail.com, maulik@nanavatico.com, aniruddha1488@gmail.com, Rahul Garg &lt;rahul.garg@mgklegal.com&gt;

Cc: "Cc: Sanjay Upadhyay" &lt;sanjay@eldfindia.com&gt;, Mansi Bachani &lt;mansi@eldfindia.com&gt;, Meghna Sharma &lt;meghna@eldfindia.com&gt;

Respected Sir,

We are hereby serving upon a copy of the Rejoinder to Objections filed by Applicants in IA No.125 of 2023 in OA 101 of 2019 regarding deletion of name from list of parties.

Rejoinder filed on behalf of Respondent No. 15 GHCL Limited, in the matter of Sayyed Md. Sabir Usman & Anr. vs Union of India & Ors. (O.A. No. 101 of 2019/WZ) filed by Mr. Sanjay Upadhyay, Advocate Supreme Court of India.

Thanks & Regards  
Sameer

--

**Sameer Manher**

Clerk

Enviro Legal Defence Firm

29, Presidential Estate LGF,

Nizamuddin East New Delhi – 110013

Ph. No. 011-40573181

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 **Rejoinder R-15.pdf**

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