

GOVERNMENT OF KARNATAKA

No. DMG/MLS 014/2020-21

Office of the Director,
Department of Mines and Geology,
Khanija Bhavan, Race Course Road,
Bangalore-1, dtd: 30.07.2020.

2020

30 JUL 2020

To,

M/s. JSW Steel Limited
JSW Centre, Bandra Kurla Complex,
Bandra (East), Mumbai-400051, India.

Sir,

Sub: Execution of mining lease deed (ML No 0014) for Iron ore in Bedarabommanahalli, Hirekandavadi and other villages, Chitradurga and Holalkere Taluka, Chitradurga District for **93.60 Ha** in respect of auctioned block of "**BBH Mines previous lessee M/s Mineral Enterprises Limited, ML No. 2346**" - reg.

- Ref: 1.** Notification and Notice Inviting Tender dated: 08.03.2019.
2. Government Order No. CI 409 MMM 2015 dated: 19.12.2015.
3. Government Order No. CI 409 MMM 2015 dated: 23.01.2016.
4. Government letter No. CI 409 MMM 2015 dated: 21.10.2016.
5. Government letter No. CI 176 MMM 2017 dated: 22.11.2017
6. This office letter No. DMG-2020:MLS:AUC:2018-19 dated: 26.07.2019 and DMG-2020:MLS:AUC:2018-19 dated: 19.02.2020.
7. M/s JSW Steel Limited letter dated: 29.06.2020.
8. Government letter No. CI 60 MMM 2020 dated: 01.07.2020.
9. M/s JSW Steel Limited dated: 02.07.2020.
10. This office letter No. DMG/MLS/MDPA-012/2020-21 dated: 03.07.2020.
11. M/s JSW Steel Limited letter dated: 08.07.2020 (payment of 3rd instalment)
12. The Deputy Director, Chitradurga Joint Survey report dated: 10.07.2020.
13. Government letter No. CI 062 MMM 2020 dated: 28.07.2020.
14. Government Notification No. CI 060 MMM 2020 dated: 28.07.2020.
15. Grant Order No: DMG/MLS/Grant-014/2020-21 dated: 30.07.2020

In pursuance of the decision of the State Empowered Committee meeting held on 02.03.2019 and as per the directions of Ministry of Mines, under the powers delegated vide reference (2) & (3), Notification and Notice Inviting

Tender was issued on 08.03.2019 for auction of 04 mining leases, which are expired on 31.03.2020.

M/s JSW Steel Limited has quoted highest final price offer of **67.10%** for **BBH Mines previous lessee M/s Mineral Enterprises Limited, ML No. 2346** and become preferred bidder on 26.07.2019 and on 19.02.2020 declared as successful bidder.

M/s JSW Steel Ltd being a Successful Bidder for the auctioned block of "**BBH Mines previous lessee M/s Mineral Enterprises Limited, ML No. 2346**" in Bedarabommanahalli, Hirekandavadi and other villages, Chitradurga and Holalkere Taluka, Chitradurga District for **93.60 Ha** has paid the NPV amount **Rs 3,26,85,000/- through RTGS (UTR No. IBKL200626229427)** to **the Forest Department on 26.06.2020** and submitted the acknowledgment to the Department of Mines and Geology on 29.06.2020.

Pursuant to Section 8(B) of MMDR Act, 1957 r/w Rule 9(A)(2) of the Minerals (Other than Atomic Hydro Carbon Energy Minerals) Concession Amendment Rules, 2020, Nodal Officer and Principal Secretary to Government (MSME and Mines) C&I Department has issued vesting order extending all the valid rights, approval clearances, licenses and like vested with the previous lessee in respect of **M/s Mineral Enterprises Limited, ML No. 2346** are deemed to have vested in favour of the Successful Bidder i.e **M/s JSW Steel Limited** on the same terms and conditions of every rights, approvals clearances, licenses and like which vested with previous lessee with certain conditions and directed this office to execute the mining lease within 15 days from the date of issuance of vesting order.

Accordingly, Mine Development Production Agreement (MDPA) has executed on 03.07.2020. Upon execution of MDPA, M/s JSW Steel Limited has paid remaining 80% of the upfront payment being **Rs. 28,46,18,239/- (Rupees**



Twenty Eight Crore Forty Six Lakhs Eighteen Thousand Two Hundred Thirty Nine Only) through DD No. 433258 dated: 07.07.2020 drawn on Vijaya Bank, Toranagallu to the State Exchequer. Since, M/s JSW Steel Limited fulfilled the conditions, grant order has been issued vide reference (15).

Upon fulfilment of the conditions and as per the Vesting Order issued by the Nodal Officer and Principal Secretary to Government, Commerce and Industry Department, a mining lease for Iron Ore in Bedarabommanahalli, Hirekandavadi and other villages, Chitradurga and Holalkere Taluka, Chitradurga District **for 93.60 Ha in respect of auctioned block of M/s Mineral Enterprises Limited, ML No. 2346** under Section 10B(7) r/w Section 8A(2) of the Mines and Minerals (Development and Regulation) Act, 2015 as amended on 12.01.2015 and pursuant to the Notification cited at reference (14) a mining lease is executed on 30.07.2020.

The details of upfront payment paid by M/s JSW Steel Limited is enclosed to this letter.

You are requested to get the same registered in the concerned Sub Registrar's office and return the duplicate to this office for record.

The Mine shall be worked in a safe and work man like manner to avoid action like termination/cancellation, etc., of lease.

Your special attention is invited to the provisions of Section 16, 17 & 18 of the Mines Act, 1952 read with regulations 3,8 & 34 of the Metalliferous Mines Regulations 1961 which requires;

- a) A Notice of Commencement of Mining operations in Form-U of the First Schedule to the Metalliferous Mines Regulation Act, 1961 should be given so as to reach:-
 - i) Director-General of Mines Safety (Chief Inspector of Mines), Dhanbad-826001, Bihar.

- ii) Dy Director-General of Mines Safety, Southern Zone, No. 5, 14th Main (100ft) Road, 4th B Block, Koramangla, Bengaluru-560 034.
 - iii) Joint Director of Mines Safety (Chief Inspector of Mines), concerned.
 - iv) The Director of Mines and Geology, Bengaluru,
 - v) RCOM, Indian Bureau of Mines, Bengaluru &
 - vi) Deputy Commissioner, Bellary at least 30 days before such commencement of operations.
- b) The Mines shall be worked under the charge of a qualified Manager holding prescribed qualifications. Penalties of legal action for failure to comply with these & other provisions are listed in Chapter IX of the Mines Act, 1952.

Lease is executed subject to the orders to be delivered by the Hon'ble Supreme Court in SLP No. 15852/2019, c/w IAs and in WP No. 24316/2019 before the Hon'ble High Court of Karnataka.

You are also required to comply with the provisions of MMDR Act, 1957, MOAHCEM Rules, 2016 as amended from time to time, terms and conditions of MDPA/Lease agreement and all applicable Acts/Rules.

Yours faithfully,


DIRECTOR
Dr. N. Shivashankara, I.A.S.
Director
Dept. of Mines & Geology
Bangalore - 01.



GOVERNMENT OF KARNATAKA
DEPARTMENT OF MINES AND GEOLOGY
BENGALURU – 560 001

**Mining Lease Deed No – 0014
(2020)**

For Iron Oreover an area of 93.60 Ha

With:

M/s. JSW Steel Limited
JSW Centre, BandraKurla Complex,
Bandra (East), Mumbai-400051, India.

MINING LEASE DEED

SCHEDULE VII

(REFER RULES, 7(11), 8(4), 9(2), 12 of the MINERALS (OTHER THAN ATOMIC AND HYDRO CARBONS ENERGY MINERALS) CONCESSION RULES, 2016 and subsequent amendment Rules, 2020

This deed for grant of a mining lease ("Lease") is made by and between the following:

PARTIES

1. The Director, Department of Mines and Geology in the name and on behalf of The Governor of Karnataka (the "State Government").

AND

2. M/s. JSW Steel Limited with corporate identity number L27102MH1994PLC152925, whose registered office and principal place of business is at JSW Centre, Bandra Kurla Complex, Bandra (East), Mumbai - 400051, India and principal place of business is at **Bedarabommanahalli, Hirekandavadi and other villages, Chitradurga and Holalkere Taluka, Chitradurga District** (the "Successful Bidder") and persons listed in Schedule-A.

BACKGROUND:

A. The Lessee had participated in the electronic auction for grant of mining lease, pursuant to which the Lessee has become eligible for grant of mining lease] with respect to which the Lessee has completed the requirements under the Mines and Minerals (Development and Regulation) Act, 1957 ("Act") and rules made thereunder for grant of mining lease.

B. Accordingly, the State Government is now executing this deed for grant of Lease to the Lessee in consideration of the fee, royalties, covenants

For  **Steel Limited**
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Authorized Signatory


Dr. N. Shivashankara, I.A.S.
Director 1 | Page
Dept. of Mines & Geology
Bangalore - 01.

and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed.

1. DEFINITIONS

The expressions used in this Lease shall have the same meaning as ascribed to them under the Act and the rules made thereunder.

2. GRANT OF LEASE


- 2.1 The State Government hereby grants the Lease to M/s JSW Steel Limited in in Bedarabommanahalli, Hirekandavadi and other villages, Chitradurga and Holalkere Taluka, Chitradurga District for **93.60 Ha** more fully described in **Schedule B** ("Lease Area") for conducting mining operations for a period of **50 years** commencing from the date on which this duly executed mining lease deed is registered with respect to **Iron Ore** only.
- 2.2 The Lease shall be with respect to all those the mines beds/veins seams of the Minerals situated lying and being in or under the Lease Area.
- 2.3 Subject to the Lessee paying the royalties and making other payments required to be paid and observing and performing all the covenants and agreements herein contained and on the part of the Lessee to be observed and performed shall and may quietly hold and enjoy the rights and premises of the Lease Area for and during the term hereby granted without any unlawful interruption from or by the State Government, or any person claiming under State Government.

3. RIGHTS AND OBLIGATIONS

- 3.1 The rights and obligations of the State Government and the Lessee shall be as specified in the Act and the rules made thereunder, including without limitation the Minerals (Other than Atomic and Hydro Carbons Energy

For  **JSW Steel Limited**


Authorized Signatory


Dr. N. Shivashankara, I.A.S.

Director

Dept. of Mines & Geology

Bangalore - 01

Minerals) Concession Rules, 2015 and the Mine Development and Production Agreement (MDPA) dated: 03.07.2020.

3.2 Without prejudice to the generality of the foregoing,--

(a) the Lessee shall:

(i) at all times comply with the provisions of the MMDR Act and the Mineral (Other than Atomic Hydro Carbon Energy Minerals) concession Rules, 2016 made there under and any other applicable law;

(ii) make prompt payment of royalty and other statutory payments required to be made by the Lessee;

(iii) pay such compensation as may be assessed by lawful authority in accordance with the law in force on the subject for all damage, injury, or disturbance which may be done by the Lessee in exercise of the powers granted by this Lease and to indemnify and keep indemnified fully and completely the State Government against all claims which may be preferred/made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith;

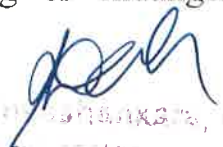
(iv) take measures, at his own expense, for the protection of environment like planting of trees, reclamation of mined land, use of pollution-control devices, and such other measures as may be prescribed by the Central or State Government from time to time;

(v) without delay send to the Deputy Commissioner/Collector a report of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life or

For  **Steel Limited**



Authorised Signatory


DEPT. OF MINES & GEOLOGY, I.A.S. | Page
Collector

Dept. of Mines & Geology
Bangalore - 01.

property which may occur in the course of the operations under this Lease;

(vi) weigh or cause to be measured or weighed upon some part of the Lease Area all minerals from time to time won from the Lease Area, with 30 days prior notice being given to the Deputy Commissioner/Collector every such measuring or weighing in order that he or some person on his behalf may be present there at;

(vii) submit to the State Government a full report of the work done by the Lessee and disclose all information acquired by the Lessee in the course of the operations carried on under this Lease regarding the geology and mineral resources of the area covered by the Lease; and

(viii) pay stamp duty and registration charges as applicable in respect of this deed and details are annexed as **Schedule -C**.

(b) the State Government shall:

(i) have the right to, at all times to enter into and upon and to grant or demise to any person or persons whomsoever liberty to enter into and upon the Lease Area for all or any purposes other than those for which sole rights and Lease are hereby expressly conferred upon the Lessee, including without limitation, to make on, over or through the said lands such roads, tramways and ropeways as shall be considered necessary or expedient for any purposes and to obtain from and out of the said lands such stone, earth or other materials as may be necessary or requisite for making, repairing or maintaining such roads, tramways, railways and ropeways to pass and re-pass at all times over and along such roads, tramways, railways and ropeways for all purposes and as occasion shall require;

For **JSW Steel Limited**
[Signature]

Authorized Signatory

[Signature]
Dr. N. Shivashankara, I.A.S.

Director

Dept. of Mines & Geology
Bangalore - 01.

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(iii) have the right to carry out or perform any work or matters which in accordance with the covenants in that behalf are to be carried out or performed by the Lessee, but have not been so carried out or performed within the time specified in that behalf, and the Lessee shall pay the State Government on demand all expenses which shall be incurred in such carrying out or performance of the same.

3.3 If the State Government is desirous of exercising its right of pre-emption with respect to any mineral(s) the State Government shall pay the average sale price of such minerals as published by IBM prevailing at the time of pre-emption.

3.4 In the event of the existence of a state of war or emergency (of which existence the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be conclusive proof) the State Government with the consent of the Central Government shall from time to time and at all times during the said term have the right (to be exercised by a notice in writing to the Lessee/Lesseees) forthwith take possession and control of the works, plant, machinery and premises of the Lessee on or in connection with the Lease Area or the operations under this Lease and during such possession or control, the Lessee shall conform to and obey all directions given by or on behalf of the Central or State Government regarding the use of employment of such works, plants, premises and minerals, provided that fair compensation, which shall be determined in default of agreement by the State Government shall be paid to the Lessee for all loss or damage sustained by him/them by reason or in consequence of the exercises of the powers conferred by this clause and provided also that the exercise of such power shall not determine the said term hereby granted or affect the terms and provisions of this clause.

For **JSW Steel Limited**
Place

Authorised Signatory


Dr. N. Shivashankara, I.A.S.
Director
Dept. of Mines & Geology
Bangalore - 01.

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3.5 If after the receipt of an offer of compensation for any damage which is likely to arise from the proposed operation of the Lessee, the occupier of the surface of any part of the said lands shall refuse his consent to the exercise of the rights and powers reserved to the State Government and granted by this Lease, the Lessee shall report the matter to the State Government and shall deposit with it the amount offered as compensation and if the State Government is satisfied that the amount of compensation is reasonable or if it is not so satisfied and the Lessee shall have deposited with it such further amount as the State Government may consider reasonable, the State Government shall order the occupier to allow the Lessee to enter upon the said land and carry out such operations as may be necessary for the purpose of the Lease. In assessing the amount of such compensation the State Government shall be guided by the principles of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation & Resettlement Act, 2013.

3.6 Every notice required to be given to the Lessee shall be given in writing to such person as may be nominated by the Lessee and such nomination shall be informed to the State Government in writing. If no such nomination is made then the notice shall be sent to the Lessee by registered post/speed post addressed to the Lessee at the address shown in the application for the Lease or at such other address in India as the Lessee may designate from time to time and every such service shall be deemed to be proper and valid service upon the Lessee and shall not be questioned or challenged by him.

3.7 If in any event the orders of the State Government are revised, reviewed or cancelled by the Central Government in pursuance of proceedings under the Minerals (Other than Atomic and Hydro Carbons Energy Minerals) Concession Rules, 2016, the Lessee shall not be entitled to compensation

For  **JSW Steel Limited**
Plant

Authorised Signatory


L. N. Shivashankara, I.A.S.
Director
Dept. of Mines & Geology
Bangalore - 01

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for any loss sustained by the Lessee in exercise of the powers and privileges conferred upon the Lessee by these presents.

4. GOVERNING LAW

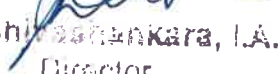
This Lease and all questions of its interpretation shall be construed in accordance with the laws of India. In the event of any dispute in relation to the this Lease and in respect of all matters touching the relationship of the Lessee and the State Government, suits or petitions shall be filed in civil courts at Bengaluru and it is hereby expressly agreed that neither party shall file a suit or appeal or bring any actions at any place other than the courts named above.

5. ADDITIONAL CONDITIONS

1. Department of Mines and Geology reserve the right to correct/rectify any technical error, clerical error and errors in the Survey and Demarcation in accordance with Rule 56 of MOAHCEM Concession Rule, 2016.
2. The Lessee shall commence and continue mining operations in the said block for a period of two years from the date of commencement of the new lease, as provided in section 8B of the Act on the strength of Vesting Order. In the meantime, lessee shall obtain all clearances, as necessary to continue mining operations beyond 2 years.
3. Lessee should conduct present level joint survey of the complete leased area before commencement of any mining activity. During the survey following data must be taken.
 - a. Height of all boundary pillars should be established at the top of pillars.
 - b. Pillars height from ground to top to be recorded.

For  **JSIV Steel Limited**

Authorised Signatory


Dr. N. Shivachankara, I.A.S. | Page
Director
Dept. of Mines & Geology
Bangalore - 01.

- c. X, Y co-ordinates of Survey of India and the heights newly established should be used for present level survey.
 - d. Contours should be drawn at one meter interval.
 - e. Sufficient heights should be provided.
 - f. Complete lease area with 60 Meters buffer to be surveyed.
 - g. Complete survey records hard and soft copy to be submitted to DMG.
4. Mining lease is subject to terms and conditions as prescribed under **Rule (12)** of MOAHCEM Rules, 2016.
 5. The lessee shall comply with the orders/judgments of Hon'ble Supreme Court from time to time with respect to mining related issues.
 6. Lessee shall abide by all the conditions laid down in the Tender Document, MDPA, Grant Notification and Lease Deed.
 7. Lessee shall complete detailed exploration (G1 level exploration) and prepare a detailed feasibility report study confirming to Part IV and V of the Mineral (Evidence of Mineral Contents) Rules, 2015 over the entire area under mining lease within a period of five years from the date of commencement of this mining lease.
 8. Lessee shall produce and dispatch Iron and Manganese Ores at least 80% of the permissible annual production limit as prescribed in the approved R&R plan, failing which appropriate actions in accordance with the Mine Development and Production Agreement shall be initiated.
 9. Mining operations will be allowed only upto 2 years from the date of execution of mining lease on the strength of Vesting Order. However, the lessee shall obtain EC, FC and other clearances in the meantime to continue mining operations beyond 2 years.

10. The lease shall also be subject to the provisions of Rules, issued under section 18 of the Mines and Mineral (D&R) Act, 1957.
11. The lessee shall abide by the act and rules contained in the Forest Conservation Act and Rules, Karnataka State Forest Manual and the circular and notification issued from time to time by Ministry of Environment and Forest, Government of India.
12. The lessee shall abide by prevention of Air and Water Pollution Act and Rules and the circular and notification issued by the MoEFCC, GoI from time to time.
13. The lessee shall pay Annual/Monthly payments, dead rent, cess and royalty as per the Mineral (Auction) Rules 2015, Schedule II and Schedule III to the Mines and Minerals (D&R) Act, 1957 and as amended from time to time and other charges.
14. Mining operations shall not be commenced /conducted unless a qualified manager and other supervisory staff are appointed as required under the Metalliferous Mines Regulations, 1961 and as amended from time to time and relevant notices are sent to the Director-General of Mines Safety, Dhanbad with a copy of the same to the concerned Director of Mines Safety.
15. The lessee shall not utilize or dispose the old stock extracted by the previous lessee under any circumstances. However, the new lessee shall co-operate with the State/erstwhile lessee to dispose such stock under Rule 12(gg) of the Minerals (Other than Atomic Hydro Carbon Energy Minerals) Concession Rules, 2016.
16. Upon execution, the Grantee shall immediately, but not later than one hundred twenty days from the date of execution of mining lease, apply

For  **JSW Steel Limited**

Authorised Signatory


Dr. N. Shivachankars, I.A.S.
Director
Dept. of Mines & Geology

afresh for all necessary rights, approvals, clearances, licenses and the like under the applicable statutes, rules or regulations, as the case may be, for obtaining the necessary clearances to enable further continuance of the mining operations beyond two years, in accordance with the proviso to sub-section (2) of section 8B of the Act.

17. The Lessee shall utilize the ore produced in the said mine strictly in lines with the orders of the Hon'ble Supreme Court in IA No. 190/2014 and as directed by the Government vide letter No. CI 062 MMM 2020 dated: 28.07.2020 which is reproduced as under:

1. The Mineral (Auction) Rules, 2015ರ ನಿಯಮ 8 ರಂತೆ ಐ.ಬಿ.ಎಂ ಸಂಸ್ಥೆಯು ಮಾಸಿಕವಾರು (Gradewise - Statewise) ಪ್ರಕಟಿಸುವ ಮಾರಾಟ ಬೆಲೆಯನ್ವಯ ಹರಾಜು ಮೊತ್ತವನ್ನು ಪಾವತಿಸಿಕೊಳ್ಳುವುದು.
2. ಹರಾಜು ಮೊತ್ತದಲ್ಲಿ ಶೇಕಡ 90 ರಷ್ಟು ಮೊತ್ತವನ್ನು ರಾಜ್ಯ ಸರ್ಕಾರಕ್ಕೆ ಹಾಗೂ ಶೇಕಡ 10 ರಷ್ಟು ಮೊತ್ತವನ್ನು ಮಾನ್ಯ ಸರ್ವೋಚ್ಚ ನ್ಯಾಯಾಲಯದ ದಿನಾಂಕ: 06.01.2014ರ ಆದೇಶದಂತೆ Special Purpose Vehicle (SPV) ಗೆ ಜಮೆ ಮಾಡಲು ಕ್ರಮವಹಿಸುವುದು.
3. ಒಂದು ವೇಳೆ ಗುತ್ತಿಗೆದಾರರು ಅಂತಿಮ ಬಳಕೆದಾರರಾಗಿದ್ದು, ಕಾರ್ಖಾನೆಯ ಸಾಮರ್ಥ್ಯಕ್ಕಿಂತ ಹೆಚ್ಚುವರಿಯಾಗಿ ಕಬ್ಬಿಣದ ಅದಿರನ್ನು ಉತ್ಪಾದನೆ ಮಾಡಿದ್ದಲ್ಲಿ (ಅನುಮೋದಿತ ಕಬ್ಬಿಣದ ಅದಿರಿನ ಉತ್ಪಾದನಾ ಮಿತಿಯಲ್ಲಿಯೇ) ಅಂತಹ ಹೆಚ್ಚುವರಿ ಅದಿರನ್ನು ಮಾನಿಟರಿಂಗ್ ಸಮಿತಿಯ ಮೂಲಕವೇ ವಿಲೇ ಮಾಡಲು ಕ್ರಮವಹಿಸತಕ್ಕದ್ದು.

18. The mining lease holders shall, after ceasing mining operations, undertake re-grassing the mining area and any other area which may have been disturbed due to their mining activities and restore the land to a condition which is fit for growth of fodder, flora, fauna etc.

For  **JSW Steel Limited**

Authorized Signatory


Dr. N. Shivachankara, I.A.S.
Director
Dept. of Mines & Geology
Bangalore - 01.

19. This lease is executed subject to the orders which will be passed by the Hon'ble Supreme Court and Hon'ble High Court of Karnataka in SLP No. 15852/2019, connected IAs and WP No. 24316/2019 respectively.

In witness whereof there presents have been executed at the Bengaluru on
30.07.2020


The State Government

Signatories

For **JSW Steel Limited**

Authorised Signatory

Name: **Dr. N. Shivachandras, I.A.S.**
Director
Designation: **Dept. of Mines & Geology**
Bangalore - 01.
Date: **30.07.2020**

Name: **P. K. MURUGAN**
Designation: **EXECUTIVE VICE PRESIDENT**
[BULK RAW MATERIAL & CORPORATE STRATE
Date: **30.07.2020**

SCHEDULE A - LIST OF PERSONS

Board of Directors of JSW Steel Ltd.

*Regd. Office: JSW Centre, Bandra Kurla Complex, Bandra (East),
Mumbai – 400 051.*

Sl. No	Name	Designation	PAN. No
1	Mr. Sajjan Jindal	Chairman & Managing Director	AADPJ5110D
2	Mr. Seshagiri Rao M.V.S	Jt. Managing Director & Group CFO	AAFPM4928C
3	Dr. Vinod Nowal	Dy. Managing Director	ABWPN8512D
4	Mr. Jayant Acharya	Director (Commercial & Marketing)	AAHPA3062H
5	Mr. Hiroyuki Ogawa	Nominee Director of JFE Steel Corporation	N.A.
6	Mr. Gangaram Baderiya, IAS	Nominee Director, KSIIDC	ADMPB0784D
7	Mr. Seturaman Mahalingam	Independent Director	AAEPM7962R
8	Mr. Malay Mukherjee	Independent Director	AQGPM2179N
9	Mr. Haigreve Khaitan	Independent Director	AEVPK7531H
10	Dr (Ms) Punita Kumar Sinha	Independent Director	DAXPS7631M
11	Mr. Harsh C Mariwala	Independent Director	AADPM6929R
12	Mrs.Nirupama Rao	Independent Director	ADMPR2114H


Dr. N. G. Venkatesh, I.A.S.
Director
Dept. of Mines & Geology
Bangalore - 01.

For  JSW Steel Limited
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Authorised Signatory

SCHEDULE B - PARTICULARS OF THE LEASE AREA

Sl. No.	Particulars	Details/Status
1	Location	
	Name of the Mine	BBH Iron Ore Mine
	Name of the Successful bidder	M/s JSW Steel Ltd.
	Name of the erstwhile lessee and Mine Lease (M.L.) Number	M/s Mineral Enterprises Limited, ML. No. 2346 (Block No. 1)
	Latitude-Longitude	Between Longitudes E76°13' 41.6" and 76°13'33.2" and Latitudes N14°12'51.1" and 14°12'22.4".
	Latitude, Longitude of Corner Points as per Total Station	LBS- 1 = (10576.286),(4987.355) LBS- 2 = (10418.274),(5018.507) LBS- 3 = (10369.946),(4915.002) LBS- 4 = (10097.677),(4964.982) LBS- 5 = (10024.913),(5113.179) LBS- 6 = (9649.532),(5175.732) LBS- 7 = (9495.006),(4551.855) LBS- 8 = (9605.449),(4328.750) LBS- 9 = (9754.541),(4106.625) LBS- 10 = (9965.530),(3980.055) LBS- 11 = (10040.945),(3963.639) LBS- 12 = (10082.970),(3995.079) LBS- 13 = (10197.917),(3971.410) LBS- 14 = (10209.216),(4026.651) LBS- 15 = (10453.264),(4080.663)
	Latitude, Longitude of Corner Points as per DGPS (as per CEC finalized Sketch)	LBS-1=(14°12'51.10895"),(76°13'41.61372") LBS-2=(14°12'52.84935"),(76°13'36.54865") LBS-3=(14°12'49.74627"),(76°13'34.45506") LBS-4=(14°12'52.62925"),(76°13'25.71003") LBS-5=(14°12'57.74186"),(76°13'24.02151") LBS-6=(14°13'01.51264"),(76°13'11.92946") LBS-7=(14°12'42.14747"),(76°13'03.84470") LBS-8=(14°12'34.44615"),(76°13'06.41534") LBS-9=(14°12'26.59701"),(76°13'10.27119") LBS-10=(14°12'21.53916"),(76°13'16.61930") LBS-11=(14°12'20.65743"),(76°13'19.02853") LBS-12=(14°12'21.47343"),(76°13'20.56636") LBS-13=(14°12'20.17012"),(76°13'24.24751") LBS-14=(14°12'21.89592"),(76°13'24.88497")

9.	RP-6	14 ⁰ 12' 14.86578"	76 ⁰ 13' 54.74729"	1570652.860	632921.863
10	RP-7	14 ⁰ 12' 22.97106"	76 ⁰ 14' 17.76097"	1570905.566	633610.422
11	RP-8	14 ⁰ 12' 28.65583"	76 ⁰ 13' 58.54985"	1571077.197	633033.614
12	RP-9	14 ⁰ 12' 40.78466"	76 ⁰ 14' 01.19360"	1571450.307	633110.894
13	RP-10	14 ⁰ 12' 43.84025"	76 ⁰ 13' 48.97419"	1571542.264	632744.110
14	RP-11	14 ⁰ 13' 10.56640"	76 ⁰ 13' 06.80109"	1572356.859	631475.649
15	RP-12	14 ⁰ 13' 41.15922"	76 ⁰ 12' 44.48815"	1573293.415	630801.937
16	RP-13	14 ⁰ 13' 31.44906"	76 ⁰ 13' 09.67975"	1572998.984	631558.581
17	RP-14	14 ⁰ 13' 27.80277"	76 ⁰ 13' 48.54681"	1572893.062	632724.175
18	RP-15	14 ⁰ 13' 26.72568"	76 ⁰ 13' 50.45429"	1572860.268	632781.524
19	RP-16	14 ⁰ 13' 29.88764"	76 ⁰ 14' 01.72010"	1572959.212	633118.695
Village		Bedarabommanahalli, Hirekandavadi, Marijogihalli, Megalahalli and Dindadahalli.			
Tahsil/taluka		Chitradurga and Holalkere			
District		Chitradurga			
State		Karnataka			
2	Area (Hectares/Square Kilometres)				
	Total area in Ha.	93.60 Ha			
3	Estimated resources in MMT	61.217 Million Metric Tonnes with an average grade 50.69%			

For  JSW Steel Limited


Dr. N. Shivashankara, I.A.S.
 Director
 Dept. of Mines & Geology
 Bangalore - 01.

Authorised Signatory

SCHEDULE C

DETAILS OF VALUE OF ESTIMATED RESERVES, AVERAGE ANNUAL PAYMENTS AND ROYALTY FOR CALCULATION OF STAMP DUTY

Sl No	Inputs	UOM	Values
	Name of the Block		Mineral Enterprises Limited
	Mineral		Iron Ore
	Annual Production as per approved R&R plan		1.00 Million tonnes
1	Production capacity as per mining plan for 1st Year	MTS	10,00,000
2	Lumps recovery %	%	30.00%
3	Fines recovery %	%	70.00%
4	Lumps Production	MTS	3,00,000
5	Fines Production	MTS	7,00,000
6	Lumps grade	%	51.50
7	Fines grade	%	51.50
8	IBM Average Price for Lumps from July, 2019 to March, 2020	INR	1,601.00
9	IBM Average Price for Fines from July, 2019 to March, 2020	INR	821.00
10	Final Price Offer in Auction	%	67.10%
11	Annual Value of Mineral Dispatch PA (for 100% dispatch)	INR	70,79,05,000
12	Royalty for Lumps	INR	7,20,45,000
13	Royalty for Fines	INR	8,62,05,000
14	Total Royalty	INR	15,82,50,000
15	Annual Value of Price and Royalty	INR	86,61,55,000
16	Four Times of Annual Value of Price and Royalty	INR	3,46,46,20,000

#Note: AAP and AAR are calculated based on the available IBM published sale value upto March 2020. Difference if any shall be paid by the Lessee subsequently upon IBM published sale value upto June 2020.


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Director
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