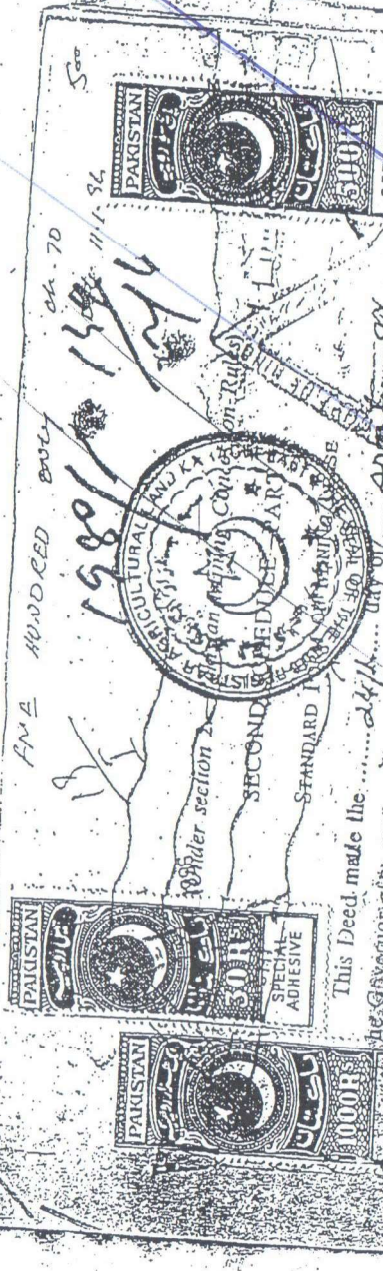
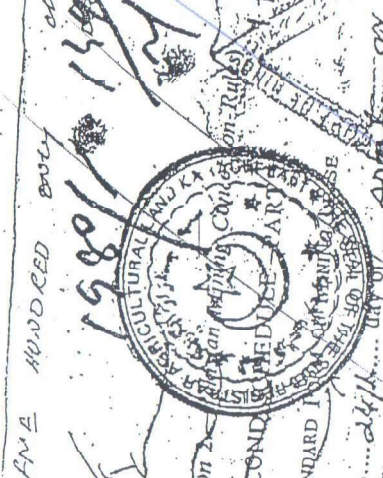


Kahool Ray
323 Acre Land

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This Deed made the 24th day of April 1996 between the Governor of Punjab (hereinafter referred to as the "Governor" which expression shall where the context so admitly be deemed to include his successors in office and assigns) of the one part and Mrs. M. G. B. Bhatti (hereinafter referred to as the "Lessee" which expression shall where the context so admitly be deemed to include his heirs, executors, administrators, representatives, assigns, and assigns) of the other part.

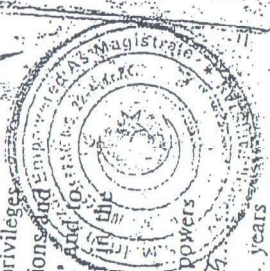
Whereas the Lessee in accordance with the conditions laid down in the Rules for the time being in force for the granting of mining leases has applied to the Governor for a mining lease in respect of the lands specified in Part I of the Schedule marked 'A' hereunder written (hereinafter referred to as 'the said lands') and has deposited a sum of Rs. 2000/- as the prescribed security in respect of such lease conditional on the due compliance with the terms and conditions of this Deed and the provisions of the Pakistan Mining Concession Rules, 1960. And whereas the Governor has found that there is no objection to granting the said lease.

NOW THIS DEED WITNESSETH AS FOLLOWS:
In consideration of the rents, royalties, covenants and agreements hereafter reserved and contained on the part of the Lessee to be paid and observed the Governor hereby demises unto the Lessee all or any part of the lands hereinafter referred to as the said minerals' lying or being within, under or throughout the said lands and hereby grants the liberties, powers and privileges to be exercised in connection with the said minerals subject to the restrictions and conditions which are specified in Part III of the said Schedule marked 'A' and the provisions contained in Part IV of the said Schedule marked 'A' and the Pakistan Mining Concession Rules, 1960.

To hold, exercise and enjoy all and singular the premises, liberties, powers and privileges hereby granted and devised unto the Lessee from the 24th day of April 1996 for the term of 25 years next ensuing, yielding and paying free and clear from all rates, taxes, charges and deductions, the several rents, royalties and sums of money mentioned and specified in Part V of the said Schedule marked 'A', subject to the provisions relating to rents and royalties contained in Part VI of the said Schedule marked 'A'. And the Lessee hereby covenants with the Governor as in Part VII of the said Schedule marked 'A' is expressed and the Governor hereby covenants with the Lessee as in Part VIII of the said Schedule marked 'A' is expressed.

Witnessed and signed by me, the Governor of Punjab, on this 22nd day of April 1996 at Islamabad.

Registered at No. 19
Sub-Registrar, Agricultural Land
Muzibi (Bank)



22 APR 1996

Sub-Registrar, City Court
Muzibi, Islamabad

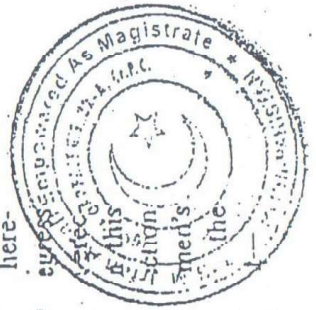
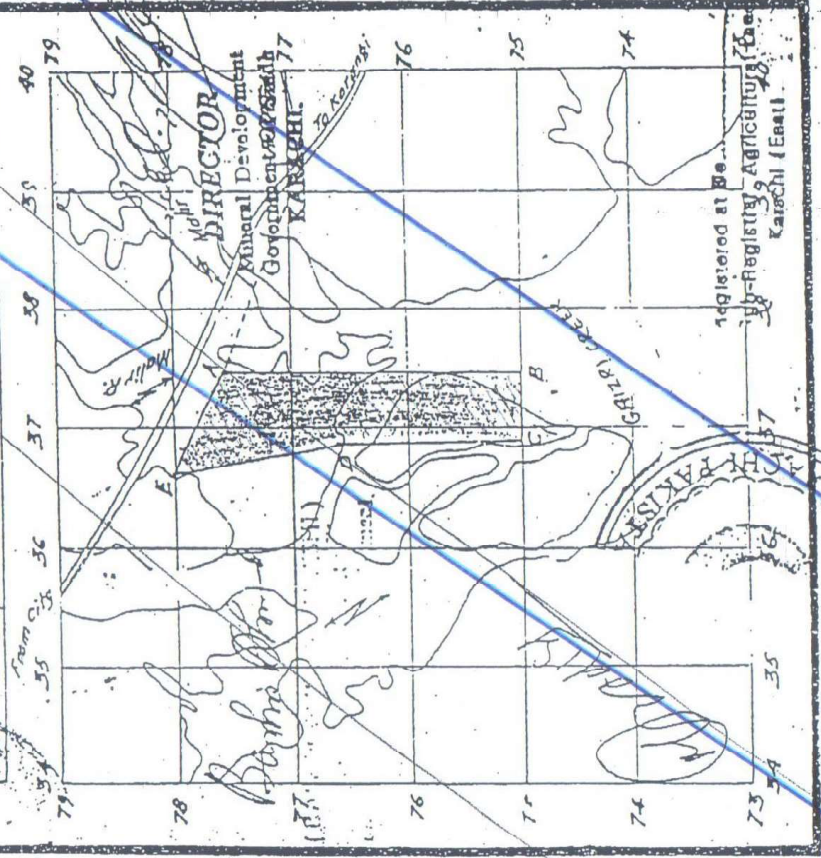
MAP SHOWING AN AREA OF
DEPOSIT OF CLAY
SOUTH OF KORANGI ROAD
DISTRICT KARACHI SOUTH
APPLIED FOR MINING LEASE BY
MOHAMMAD SALEEM ADAM

SHEET No. 35 P/1

SCALE 1:50,000

POINT	DISTANCES	BEARINGS
A	1890 YARDS	292° 00' GN
B	2350 YARDS	180° 00' GN
C	580 YARDS	270° 00' GN
D	1600 YARDS	360° 00' GN
E	1445 YARDS	350° 30' GN
A	965 YARDS	117° 00' GN

TOTAL AREA 323 ACRES



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PART III.—RESTRICTIONS AND CONDITIONS AS TO THE EXERCISE
OF THE ABOVE LIBERTIES, POWERS AND PRIVILEGES.

8. Notice to be given before entering on lands for surface purposes.—(1) Before occupying any land for surface operations or clearing any land for the purpose of making pastures under clause 6 (To cut timber, etc.), of this Schedule the Lessee shall give to the licensing authority fourteen days' previous notice in writing specifying by name or other sufficient designation and by quantity the land proposed to be occupied and the purpose for which the same is required.

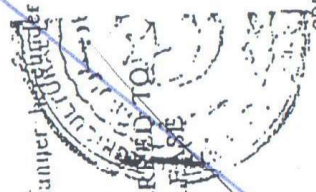
ACQUISITION AND

Registered at No. 18
Sdb-Registrar, Agricultural Lands
Karachi East

(Under section 2.—Pakistan Mining Concession Rules)

the Lessee as in Part VIII of the said Schedule marked 'A' is expressed and it is hereby mutually agreed and declared by and between the parties hereto as in Part IX of the said Schedule marked 'A' is expressed and is hereby declared that the Schedule marked 'A' hereunder written shall be deemed part of these presents and be read and construed accordingly.

(In witness whereof these presents have been executed in manner hereunder appearing the day and year first above written)



THE SCHEDULE MARKED 'A' HEREBEFORE REFERRED TO
PART I.—THE LANDS REFERRED TO IN THIS LEASE

Description of the said lands:—

All that tract of land situate in bearing Cadastral Survey Nos. 25, 26, 27, 28, 29, 30, 31 or thereabouts delineated on the plan containing an area of 27.74 acres or thereabouts coloured (A) in D. E. Green and hereto annexed and thereon coloured (A) in D. E. Green and bounded as follows:—
On the North by Koragi Road
On the South by Kinjar Island
On the East by Tolk Ibrahim Maidri
and
On the West by Gijri

PART II.—LIBERTIES, POWERS AND PRIVILEGES TO BE EXERCISED OR ENJOYED BY THE LESSEE, BUT SUBJECT TO THE RESTRICTIONS AND CONDITIONS IN PART III.

1. Liberty to work mines.—Liberty and power to enter upon the lands referred to in Part I (hereinafter referred to as the said lands) and to search for, win, work, get, raise (convert) and carry away the said minerals, save as hereinafter provided.
2. To appropriate water, etc.—Subject to the approval of the Governor to appropriate and use for any purpose connected with the mining or refining operations connected therewith, the water upon or within any of the said lands and to collect, impound and bore for the same for the purposes of working; the said borings or works or carrying out refining operations, but so that in the exercise of this privilege the Lessee shall not deprive any lands, villages, houses or watering places for cattle of a reasonable supply of water as heretofore accustomed.
3. To appropriate surface of land or work, etc.—Liberty and power to enter upon, use and occupy a sufficient part of the said lands adjoining any borings, pits, works for the purposes of stacking, heaping or depositing thereon any produce of the mines or works carried on and all the earth soil and other substances brought to the surface and for otherwise carrying on the works of the said borings, pits, works or operations under the liberties and powers mentioned in this Part.

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(Under section 2.--Pakistan Mining Concession Rules)

4. To erect houses, etc.—Liberty and power to erect, set up and make in or upon the said lands workmen's houses, sheds, engines, machinery, furnaces, buildings, erections, pipe lines, telephone lines, railroads, tramroads and other works and works necessary or convenient for the effectual working of the said borings, pits, works or refining operations connected therewith, and the exercise of the several liberties and powers hereby granted.

5. To dig gravel, etc.—Liberty and power to search for, dig and get free of charge gravel, sands, clay and stone within the said lands for the purpose mentioned in this part of this Schedule but not for sale provided that at the expiration of this term any excavations shall be fenced or filled in or levelled and left otherwise fit for cultivation and occupation, as far as may be reasonably practicable if so required by the Governor.

6. To cut timber, etc.—Liberty and power to cut down the brush-wood and undergrowth and with the consent of the Governor or of an officer authorized by him in this behalf to fell now standing or growing, or which at any time hereafter may grow on the said lands, for the purpose of facilitating ingress and egress to and from the said lands, and also for the purpose of clearing lands for the erection of machinery and plant in connection with the purposes mentioned in this Part of this Schedule and also for the purpose of clearing lands for protection against damage by fire and for erecting and making habitable the said workmen's houses, and also for clearing land for the purposes of making pastures for the animals used by the Lessee for the operation herein specified; provided that—

- (a) the clearing for any single pasture shall not exceed ten acres, and
- (b) the Lessee shall pay a reasonable price for all timber and undergrowth cut down or felled by him for the purpose of making pastures or taken or used by him, such price to be assessed in default of agreement, by the Secretary to the Government of Sind in the appropriate Department. This clause shall not apply to any land that may have been proclaimed to be Forest Reserves without the consent of the Governor in writing first had and obtained.

7. To enclose with a fence.—Liberty and power to enclose with a fence the surface of any of the said lands in respect of which the rents reserved in clause 18 (Surface rents) of this Schedule are being paid provided that the liberties and powers reserved to the Government in Part IV of this Schedule and all rights of way shall not thereby be affected.

PART III.—RESTRICTIONS AND CONDITIONS AS TO THE EXERCISE OF THE ABOVE LIBERTIES, POWERS AND PRIVILEGES.

8. Notice to be given before entering on lands for surface purposes.—(1) Before occupying any land for surface operations or clearing any land for the purpose of making pastures under clause 6 (To cut timber, etc.), of this Schedule the Lessee shall give to the licensing authority fourteen days' previous notice in writing specifying by name or other sufficient designation and by quantity the land proposed to be occupied and the purpose for which the same is required.



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(Under section 2.—Pakistan Mining Concession Rules)

(2) The licensing authority shall at any time within one month after the receipt of such notice state his objections, if any, on grounds of public interest to the proposed site and the Lessee shall not proceed with any of the operations mentioned in sub-clause (1) of this clause till the objections are removed.

9. *No building, etc. upon certain places.*—No building or structure shall be erected, set up or placed and no surface operations shall be carried out thereon upon any public pleasure ground, any burning or burial ground or place not reserved by any class of persons or any house or village site or public road or any other place which the licensing authority may determine on public grounds to bring within this restriction nor in such a manner as to injure or prejudicially affect any buildings, works, property or rights of other persons and no land shall be used for surface operations which is already occupied by persons other than the Governor for works or purposes not included in this Lease if any other land not so occupied is suitable and available for such surface operations.

10. *Compensation to occupiers.*—The Lessee shall before occupying any land for surface operations pay or tender reasonable compensation to the occupiers thereof and shall thereupon be entitled to occupy the land, but shall nevertheless be bound to pay the amount of compensation which, in case of dispute, shall be assessed in terms of clause 6 of this Schedule.

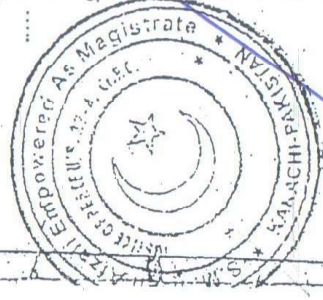
11. *Sale or lease of surface to third parties.*—(1) The licensing authority may at any time or times give notice in writing to the Lessee that application has been made to the Governor for purchase or lease of the surface or such portion of the lands referred to in this Lease as is mentioned in such notice.

(2) If the Lessee shall not within ninety days after service of such notice on him give to the Governor notice in writing that he objects to the Governor acceding to such application on the ground that the proposed sale or lease will prejudicially affect his rights under this Lease it shall be lawful for the Governor at any time or times after the expiration of that period so sell or lease all or any part of the surface specified in such first mentioned notice freed and discharged from all rights of the Lessee hereunder and the Lessee shall thereupon be relieved of all liabilities and obligations hereunder in respect of the area specified in such first mentioned notice excepting such liabilities and obligations as may have accrued before the date of service of such notice.

(3) If any such objection as aforesaid shall be made by the Lessee within the period aforesaid and the Governor shall notwithstanding such objection desire to make the sale or lease, the question whether the proposed sale or lease should or should not be made shall be determined in terms of clause 79 of this Schedule.

(4) Where a sale or lease of a portion of the lands has been made by the Governor under this clause the Lessee shall have a prior right to have the land again included in the lands subject to this Lease if it shall subsequently become available for this purpose.

12. *Distance of boreholes or wells from boundaries of the said lands.*—No mining operations or workings shall, except with the consent in writing of the licensing authority, be carried on by the Lessee in or under the said lands at or to any point within a distance of 50 yards from the boundaries of the said lands.



(Under section 2.—Bakistat Mining Concession Rules)

provided that the restriction shall not apply to the common boundary of the said lands and of any contiguous areas leased to the Lessee.

No mining operations or workings shall be allowed or carried on by the Lessee in the said lands at any point within 100 yards of any railway, reservoir, canal or other public works or any building or inhabited site on or near the said lands except with the previous permission in writing of the Governor or any officer authorized by him in this behalf and subject to any instructions, restrictions and conditions which may be attached to such permission by the officer granting the same.

14. Working in reserved forest.—(1) The Lessee shall not enter upon any reserved forest included in the said lands without 30 days' previous notice in writing to the District Forest Officer, nor without obtaining sanction in writing of that officer nor otherwise than in accordance with such conditions as that officer may in his absolute discretion prescribe.

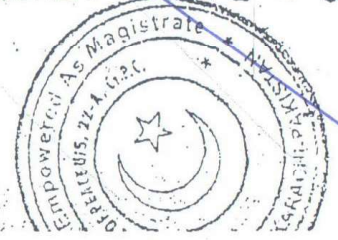
(2) Cutting of timber.—Save as provided in clause 6 (To cut timber, etc.), of this Schedule the Lessee shall not without the express sanction of the Governor cut down or injure any trees or timber in the said lands.

PART IV.—LIBERTIES AND POWERS OF THE GOVERNOR AND OTHERS.

15. These present or anything herein contained shall not prejudice or affect the exercise from time to time of all or any of the following liberties and powers, that is to say:—

(1) Governor may work other minerals, etc.—Liberty and power for the Governor or any other person authorized by him in that behalf to enter into and upon the said lands and to search for, win, work, dig, get, raise (convert) and carry away any minerals or substances other than the said mineral upon or under the said lands and for the purposes aforesaid to sink, drive, make, erect, construct, maintain and use such pits, shafts, inclines, drifts, levels, drains, watercourses, tunnels, buildings, engines or machinery, railways, wagonways and other ways, works and conveniences upon, through or under the said lands as he shall deem necessary or expedient; provided always that the said reserved liberties and powers to work for minerals or substances other than... shall be exercised and enjoyed in such a manner as not to hinder or interfere with the rights and privileges of the Lessee under these presents and provided also that fair and proper compensation shall be paid by the Governor for all loss, damage or injury which the Lessee may sustain or be put to by reason of the exercise of the said reserved liberties and powers to work for minerals or substances other than...
S. Khan

(2) Governor may enter lands to make railways, roads, etc.—Liberty and power for the Governor or any other person authorized by him in that behalf to enter into and upon the said lands and to make and



(Under section 2.—Pakistan Mining Concession Rules)

maintain upon over or through the said lands such as power lines, telegraph and telephone lines and pipe lines or other works as he may deem necessary or expedient for any purpose to obtain from and out of the said lands such stone, earth and other materials as may be necessary or requisite for making, repairing or maintaining the same or any of them and at all times to draw water from the said lands and to have free access thereto, and to pass and repass at all times over and along the said lands for all such purposes as occasion shall require; provided always that the said reserved liberties and powers shall be exercised and enjoyed in such a manner as not to hinder or interfere with the rights and privileges of the Lessee under these presents: And provided also that fair and proper compensation shall be paid by the Governor for all loss, damage or injury (not however including the value of any water, store, earth or other materials taken) which the Lessee may sustain or be put to by reason or in consequence of the exercise of the said reserved liberties and powers.

(3) Governor may grant or demise said lands to third parties subject to Lessee's rights.—Liberty and power for the Governor to grant or demise to any person all or any part of the said lands for any purpose so that such grant or demise be made subject to the rights of the Lessee hereunder.

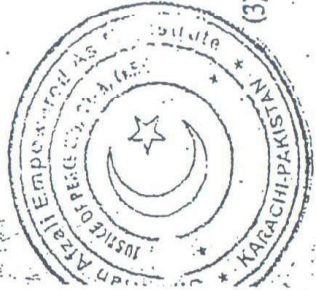
PART V.—RENTS AND ROYALTIES RESERVED BY THIS LEASE

16. Certain half-yearly rent.—(1) The Lessee shall pay half-yearly in advance to the Governor during the term hereby granted certain half-yearly rent at the rate of Rs. 100/- per acre or part of an acre per annum.

2. Payment of the certain half-yearly rent reserved by this Lease shall be made half-yearly in advance, and the first payment of the sum of Rs. 16,500/- in respect of the first half year of the term hereby granted shall be made on the execution of this Lease.

17. Royalties.—The Lessee shall, during the subsistence of this Lease, pay to the Governor on the first day of January and the first day of July in each year royalty at the rate of 5% per cent., of the sale value at the pit's mouth of all... produced from the said lands which shall be sold upon the said lands or carried away therefrom by the Lessee during the half year preceding the said dates in excess of the aggregate quantity which the Lessee is authorized to sell, convert and carry away in that half year in respect of the said certain half-year rent, subject to such increase in the rate of royalty and subject to such minimum as may from time to time, be prescribed by Sind Government in that behalf.

From the amount of royalties payable under the foregoing provisions of this clause in respect of any such half year there shall be deducted the amount of the certain half-yearly rent actually paid in respect of that half year under the provisions of clause 16 (half-yearly rent) of this Schedule.



Handwritten signature or initials.

Handwritten notes: subject to the... 5/1/14... 100/- 100/-

Govt. of Sindh, Karachi, Pakistan. This is a document of the Government of Sindh, Karachi, Pakistan. It contains provisions regarding mining concessions, including the payment of half-yearly rent and royalties. The document is dated 5/1/14 and is signed by the Government of Sindh. The text is partially obscured by a diagonal line and a circular seal.

(Under section 2.—Pakistan Mining Concession Rules)
 surface rents.—(1) The Lessee shall pay to the Governor in respect of

Government owned land the further yearly rent* at the rate of Rs. 100/- per acre of all land, the surface whereof be actually used or occupied superficially for any of the purposes of this demise and water rates, at the rate of Rs. 10/- per acre or part of an acre, if the land has not been occupied for the winning of Clay.....the said rent, water rates, etc., to be paid by equal half-yearly payments on the first day of January and the first of July in every year.

The first of such payments to be made on whichever of the said days shall happen next after such occupation or use shall have ceased.

(2) If the land belongs to a private person or the Forest Department, the Lessee shall pay surface rent to the land owner or the Forest Department, the case may be, for the area of land the surface whereof be actually used or occupied superficially by the Lessee for any of the purposes of this demise, at such rate or rates and in such manner as may be mutually agreed upon between the Lessee and the land owner or the Forest Department, and in case of disagreement between the aforesaid parties, at such rate or rates and in such manner as may be determined by the licensing authority.

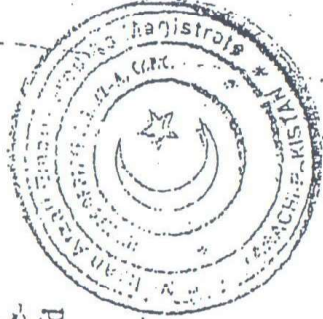
PART VI.—PROVISIONS RELATING TO RENTS AND ROYALTIES

19. *Place of payment.*—The rents and royalties mentioned in Part V of this Schedule shall be paid free from any deductions to the account of the Director of Industries & Mineral Development, Karachi, under the head of accounts specified by him at any Government Treasury or to such other officer and at such other place as the Governor shall, from time to time, appoint.

20. *Refund of certain half-yearly rent on determination or surrender.*—(1) Upon the determination by the Lessee of the term hereby granted or any renewal thereof or upon the surrender by him of the rights granted or any renewal thereof or any part or parts of the said lands the Governor will refund to the Lessee an apportioned part of yearly rent paid by the Lessee in advance in respect of the said lands or any such part or parts thereof, provided that such reduction in rent shall not take effect during the year in which he surrenders and for which rent has either been paid or has accrued.

(2) Upon the release by the Lessee of any lands or areas under the provisions of clause 32 (Release of lands included by inadvertence in the said lands) of this Schedule, the Governor will refund to the Lessee an apportioned part of any certain half-yearly rent paid by the Lessee during the term hereby granted in respect of the said lands; provided that in respect of any half year the amount remaining of the certain half-yearly rent after the said refund shall not be less than the amount of royalties payable in respect of any such year under the provision in clause 17 (Royalties) of this Schedule.

(3) The Lessee shall pay the rents and royalty reserved by this Lease at the time and in the manner provided in Part V and this Part and shall also pay and discharge all taxes, rates, assessments and impositions whatsoever being in the nature of public demand which shall, from time to time, be charged, assessed,



(Under section 2.—Pakistan Mining Concession Rules)

or imposed upon or in respect of the mines or works of the Lessee, or any part thereof by authority of the Sind Government or otherwise. The Lessee shall be liable to pay for land revenue and shall also pay simple interest at the rate of ~~one~~ ^{two} per cent per annum, on all arrears of such rents or royalty from the date when the same ought to be paid under these present, provided that no interest will be payable if rents, royalties and other dues are paid by the Lessee within two months from the date whereon the same ought to have been paid under these presents.

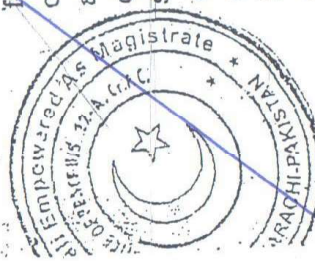
PART VII.—THE LESSEE'S COVENANTS

21. *Payments of rents, rates, royalties, taxes, etc.*—The Lessee shall pay the several rents and royalties hereby reserved at the time and in the manner above appointed in that behalf.

22. *To provide weighing machine.*—The Lessee shall provide and at all times keep at or near the pit-head or each of the pit heads at which the said minerals shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or cause to be weighed thereon all the said minerals from time to time brought to bank, sold, exported (and converted) and shall, at the close of each day, cause the total weights ascertained by such means of the said minerals raised, sold, exported (and converted) during the previous twenty-four hours to be entered in the aforesaid books of accounts and will permit the licensing authority at all times during the said term to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the Lessee.

23. *To allow test of weighing machine.*—The Lessee shall allow any person or persons appointed in that behalf by the licensing authority 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 therewith 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 licensing authority may require that the same be adjusted, repaired and put in order by and at the expense of the Lessee and if such requisition be not complied with within fourteen days after the same shall have been made the licensing authority may cause such weighing machine or weights to be adjusted, repaired and put in order and the expense of so doing shall be paid by the Lessee to the licensing authority 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 Governor such error shall be regarded as having existed for three calendar months previous to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights in case such occasion shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.

24. The Lessee shall not make any alteration in the method or methods of measurement or weighing used by him or any appliances used for that purpose without first informing the licensing authority and the licensing authority may, in any case, require that no alteration shall be made save in the presence of an officer authorized by the licensing authority.



AND TO
23. *Books of accounts and furnish abstracts, etc.*
(Under section 2.—Pakistan Mining Concession Rules)

at all times during the said term, keep or cause to be kept at an office to be situate upon or near the said lands correct and intelligible books of accounts upon such plan or principle and in such form as may be approved of by the licensing authority which books shall contain accurate entries showing from time to time (1) the quantity of the said minerals realised from the said lands, (2) the quantity of the otherwisè disposed of and the manner and purpose of such disposition, (4) the persons employed in the mines or works in or upon the said lands and (6) all such other facts, particulars and circumstances as the licensing authority may consider necessary for conveniently ascertaining the amount of the royalty from time to time payable under these presents and the Lessee shall also furnish free of charge to such officer and at such times as the licensing authority may consider correct abstracts of all or any of such books of accounts and such information and returns as to all or any of the matters aforesaid as the licensing authority may prescribe and shall, at all reasonable times, allow such officers as the licensing authority shall, in that behalf, appoint to enter into and have free access accounts and to take copies thereof and make extracts therefrom.

The Lessee shall, within two months after the end of each year of the term hereby granted or any renewal thereof, deliver to the licensing authority an abstract in a form, from time to time approved by the licensing authority, of the said accounts for each such year together with a statement in the like form of all royalties payable in respect of each such year.

26. *Establishment of boundary marks.*—The Lessee shall, unless the licensing authority otherwise determines, at his own expense, forthwith erect and at all times maintain and keep in repair substantial boundary marks of brick, stone or concrete not less than one foot high at every angle or corner of the boundary line of the said lands. Such boundary marks shall be referenced by survey to at least two readily identifiable points in such a manner that the boundaries of the said lands can be accurately traced on the ground. The Lessee shall ensure that the area demarcated on the plan hereto conforms as closely as possible to the area delineated on the plan hereto annexed.

27. The Lessee shall during the said term, well and sufficiently secure and keep open with timber or other durable means all pits, shafts and workings that round every such it or shaft and also shall, at all times during the said term, water and fowl air as far as possible.

28. The Lessee shall, on notice from the licensing authority, strengthen and support to his satisfaction any part or parts of the mine when, in his opinion, such strengthening and support is needed for the safety of any railway, reservoir, canal or other public work or any building whether the said railway, reservoir, canal or other public work or other building shall be already existing or constructed after the said part or parts of the mine have been strengthened and support shall be



(Under section 2.—Pakistan Mining Concession Rules)

if they are needed for the safety of any railway, reservoir, canal or other public work or other buildings as aforesaid already existing at the time of the working of the said part or parts of the mine by reason of the Lessee's mining operations within the limits prohibited by clause 13 of the Schedule and in other cases at the expense of the Governor.

29. Resident Manager and service of notices on Lessee.—The Lessee shall, before commencing any operations in the said lands, furnish to the licensing authority the name and address of the Manager resident in the locality of the said lands under whose supervision such operations are to be carried on. Every licence by these presents required or authorized to be given to the Lessee may be given to such Manager at such address or to any person in the employ of the Lessee who may be found upon the said lands, or, if no such person be found then, the same may be left at the said office of the Lessee upon the said lands or affixed in some conspicuous part of the building or erection in occupation of the Lessee upon the said lands.

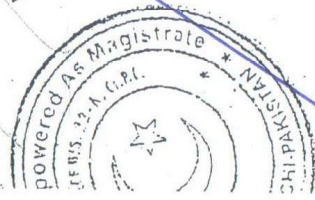
30. Compensation.—The Lessee shall make and pay reasonable satisfaction and compensation for all damage or injury to the property and rights of other parties which may be done by him, his agents and/or servants in the exercise of the liberties and powers conferred by this Lease.

31. Indemnity against third party claims.—The Lessee shall, at all times, indemnify and keep harmless the Governor and every officer of the Sind Government against all actions, costs, charges, claims and demands whatsoever which may be made or brought by any third party in relation to or in connection with his Lease or any matter or thing done or purporting to be done in pursuance thereof.

32. Release of lands included by inadvertence in the said lands.—In the event of the inclusion by inadvertence in Part I of this Schedule of lands or areas over which it may subsequently be proved that the Sind Government are not entitled to the mineral rights or of lands or areas in respect of which the mineral rights have already been granted to other individuals or companies the Lessee shall immediately release to the Governor any such lands or areas when required to do so by the licensing authority.

33. Lessee not to cultivate, etc.—The Lessee shall not, except with the consent of the Governor, cultivate or use the said lands in any manner save for the purpose of this demise and the rights hereby granted.

34. Exclusion of lands for public purposes, etc.—(1) Notwithstanding the rights conferred on the Lessee under this Lease, the Governor shall have power at any time to require the exclusion from the lands included in Part I of this Schedule of any area or areas which may, from time to time, be required for villages, new villages, village extension, water reserves or any other public purposes whatsoever provided that during the subsistence of this Lease the area or areas so excluded shall not exceed in all.....3.3.....% of the total area of the said lands and provided further that the exclusion of any area or areas upon which any active operations such as working any mine, road construction, water-works or other works relating to the winning of clay... have previously been



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commenced or be in progress shall not be required but in lieu thereof an equal area or areas upon which active operations as aforementioned have not already been commenced or are not for the time being in progress shall be excluded, provided that such alternative area or areas are in the opinion of the Governor suitable for the public purposes aforementioned, and the Lessee shall thereupon be relieved of all liabilities and obligations hereunder in respect of any such area or areas excluded under the provisions of this clause excepting such liabilities and obligations as may have accrued before such exclusion.

2. Where any area or areas have been excluded under this clause the Lessee shall have a prior right to have such lands or areas included in the land subject to this Lease if they shall subsequently become available for this purpose.

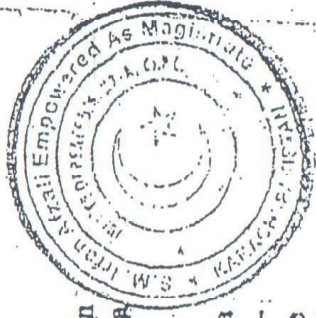
35. *Advertisements, Prospectuses, etc.*—No statement shall be made either in any notice advertisement, prospectus or other document issued by or to the knowledge of the Lessee or in any other manner claiming or suggesting whether expressly or by implication that the Governor or any Government Department or any person or body acting on behalf of the Governor has or have formed or expressed any opinion that the said lands are from their geological formation or otherwise likely to contain.....*Lead*.....

36. *Notice of Fresh Issues of Capital.*—The Lessee shall report to the Governor particulars of any fresh issues of capital which may from time to time be made by him and any alteration which may be made in the Memorandum or Articles of Association or in the constitution of the Lessee.

37. *Consent to assignment.*—The Lessee shall not grant or assign any interest under this Lease nor part with the possession of any of the rights hereby granted to any person or persons whomsoever without the previous consent in writing of the Governor or of an officer authorized by him in this behalf who may (without prejudice to his right to make such consent subject to any conditions he may think fit) require as a condition of giving such consent the assignee or assignees at his or their expense to execute a deed of covenant to observe and perform the covenants and conditions on the part of the Lessee as in these presents contained; nor shall the Lessee allow this Lease or any interest hereunder to be attached or sold in compliance with any decree or order of a Court or Revenue Officer.

38. *Assignment of lease.*—The Lessee shall not assign or attempt to assign the rights granted by this Lease to any person other than a citizen of Sind or a company incorporated in Sind.

39. *Lessee ceasing to be a Sind subject.*—If the Lessee shall cease to be a Sind national or a company incorporated in Sind the Lessee shall forthwith inform the Governor and apply to him for his consent to an assignment of the rights granted by this Lease in accordance with clause 37 (Consent to assignment) of this Schedule and in the event of the Lessee failing to obtain such consent within such time as the Governor may in his discretion appoint, the Governor may revoke this Lease. The revocation of this Lease in pursuance of the foregoing provisions of this clause shall be subject and without prejudice to any obligation or liability imposed by or incurred under the terms and conditions hereof.



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40. Reciprocity.—This Lease shall be determined if the Lessee shall be or become controlled directly or indirectly by a national of or by a company incorporated in any country the laws and customs of which do not permit a national of Sind or companies incorporated in Sind or companies incorporated in that country and controlled directly or indirectly by nationals of that country to be incorporated in Sind to acquire, hold and operate mining concessions in that country in the opinion of the Governor are reasonable and comparable with the conditions upon which such rights are granted to nationals of that country in Sind with the addition of conditions corresponding to those imposed by this clause and those included in the Pakistan Mining Concession Rules, 1960, as from time to time in force.

41. Lessee not to obstruct working of other minerals.—The Lessee shall 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 land or lands adjacent thereto of any minerals not included in this Lease and shall at all times afford to the Governor or his representative and to the holders of prospecting licences or mining leases in respect of any such minerals or any minerals within any lands adjacent to the said lands 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.

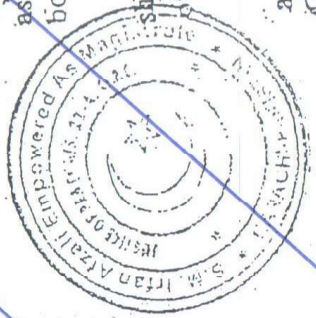
42. Notice of the site and commencement of boreholes and wells.—As soon as the site of any mine has been decided the Lessee shall notify the licensing authority in writing of the situation thereof and the same shall be described by a certain number in the plans and records which the Lessee is required to keep under the provisions of this Lease. The Lessee shall notify the licensing authority of any change of the number of any such boreholes or wells which may be made.

43. Abandonment and plugging of boreholes.—(1) No mines or pits shall be abandoned and no cemented string or other permanent form of casing shall be withdrawn from any mine or pit, which it is proposed to abandon, without the prior consent in writing of the licensing authority, such consent not to be unreasonably withheld, in the case of mines or pits which have become or are unproductive.

(2) Every mine or pit which the Lessee intends to abandon shall, unless the licensing authority otherwise determines, be so securely plugged by the Lessee as to prevent ingress and egress of water in and from any portion of the strata bored through.

(3) The licensing authority may in any case require that no mine or pit shall be plugged or any works be executed for that purpose save in the presence of an officer authorized by him.

44. Delivery of productive mines, etc., in good order.—The Lessee will at the expiration or sooner determination of the said term deliver up to the Governor all mines, pits, shafts, inclines, drifts, levels, waterways, airways and other works (now existing), hereafter to be sunk or made under said lands (except such as may have been abandoned with the sanction of the licensing authority or in an ordinary and fair course of working) and all engines, machinery, plant,



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ing, structures and other works and conveniences which at the commencement of the said term were upon or under the said lands and all engines, machinery, plant and fixture set up by the Lessee below ground level which cannot be removed without causing injury to any mines or works under the said lands and all buildings and structures of brick or stone erected thereon which have become disused) and all buildings and structures of brick or stone erected above ground level in good repair, order and condition and fit in all respects for further working of the said minerals.

45. *Plugging of boreholes on determination of lease, etc.*—Within two months after the expiration or sooner determination of this lease the Lessee shall be required so to do by the licensing authority plug all mines and pits as provided in clause 43 (Abandonment and plugging of boreholes) of this Schedule.

46. *Health and safety of workers and employees.*—The Lessee shall comply with any instructions from time to time given by the Chief Inspector of Mines in writing for securing housing accommodation, health, safety and welfare of persons employed in or about the mines within the lease.

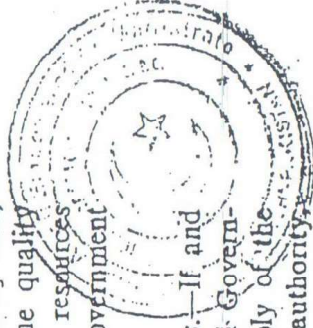
47. *Working obligations.*—(1) The Lessee shall within six months of the grant of the lease submit to the licensing authority a scheme of development for the approval of the licensing authority and shall not commence operations unless the scheme has been so approved. The scheme should, *inter alia*, include (i) location and description of major deposits, (ii) methods of prospecting including machinery and equipment to be used, (iii) technical personnel to be employed, (iv) details of roads, residential accommodation for staff and labourers to be constructed, and (v) estimated expenditure on the scheme; and it should be accompanied by necessary maps, plans, etc. The licensing authority will make sure that the approval of the scheme is communicated to the Lessee within three months of its receipt.

(2) If, in the opinion of the licensing authority, the Lessee fails to fulfil the working obligations as required, by the scheme within one year of its approval, the lease will be cancelled by the licensing authority.

48. *To set up plant for economic development.*—The Lessee, if so required by the licensing authority, shall, within such period as may be specified by him, set up a concentration, refining or processing plant for improving the quality of the mineral or ore, carry out economic exploitation of the mineral resources and shall observe and carry out all instructions issued by the Sind Government from time to time in that behalf.

49. *Lessee to supply mineral to plants, smelters or factories.*—If and when the Sind Government or any organisation sponsored by the Sind Government sets up a plant or smelter or factory, requiring regular supply of the mineral hereby demised, the Lessee shall, if so required by the licensing authority, arrange regular supply of the mineral to the Sind Government or to that organisation, at a price to be agreed upon mutually by them and, in default of such agreement, at such price as may be determined by the Sind Government in the appropriate Department whose decision shall be final.

50. In the event of production of any radio-active minerals and/or minerals required for the production of nuclear energy the Lessee shall give the Sind



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Government the first option to purchase such minerals or part thereof and shall comply with such instructions in regard to their disposal, sale or export, as may be given to the Lessee by the Sindh Government.

51. *To keep plans of workings.*—The Lessee shall at all times during the term of the lease cause to be made and kept at the said office correct and intelligible plans and sections of the mines in the said lands which plans and sections shall show as well the operations and workings carried on as also all views, disturbances and other disturbances observed and encountered in such operations and workings and all such plans and sections shall be amended and filled up by and from time to time to be made for that purpose at the end of every period of twelve months and the Lessee shall furnish free of charge to the licensing authority true and correct copies of such plans and sections whenever thereunto required.

52. *Lessee to keep samples of strata, mineral and water.*—The Lessee shall as far as reasonably practicable correctly label and preserve for reference for a period of twelve months sufficient characteristic samples of the strata or water encountered in any mine or pit and samples of any mineral discovered in the said lands. And the licensing authority or his representative shall have access to such samples at all reasonable times and shall be entitled to require that representative specimens not exceeding one half of any such sample be delivered to him and to retain any specimen so delivered.

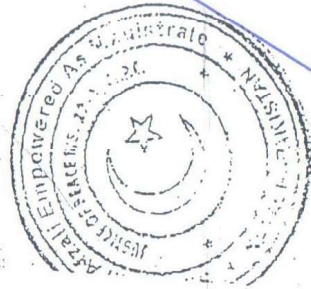
53. *To report discovery of other minerals.*—Whenever the Lessee shall find in the said lands any mineral or product other than the said minerals the Lessee shall immediately report such discovery in writing to the licensing authority with full particulars of the nature and position of each find.

54. *Periodical reports, etc.*—(1) The Lessee shall furnish to the licensing authority quarterly at such times as the licensing authority may appoint) during the term hereby granted or any renewal thereof, a record in a form from time to time approved by the licensing authority of the progress of his operations in the said lands. Such records shall contain:

- (a) a statement of the depth reached in each mine or pit;
- (b) a statement of any water, workable mineral or mine workings encountered in the course of the said operations;
- (c) a statement of all.....produced; and
- (d) a statement of the areas in which any geological or geophysical work has been carried out.

(2) Within two months after the end of each year comprised in the term hereby granted or any renewal thereof the Lessee shall furnish to the licensing authority a record in a form from time to time approved by the licensing authority of the operations conducted in the said lands during each such year together with a plan upon a scale approved by the licensing authority showing the situation of all mines, pits or works and indicating all development and other works executed by him in connection with searching, boring for and getting.....

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45. *Plugging of boreholes on determination of lease, etc.*—Within two months after the expiration or sooner determination of this lease the Lessee shall be required so to do by the licensing authority plug all mines and pits as provided in clause 43 (Abandonment and plugging of boreholes) of this Schedule.

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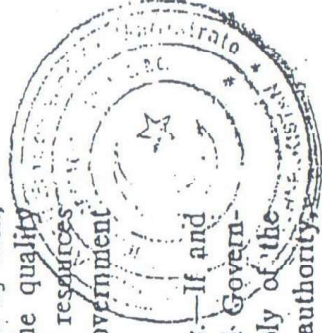
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(2) If, in the opinion of the licensing authority, the Lessee fails to fulfil the working obligations as required, by the scheme within one year of its approval, the lease will be cancelled by the licensing authority.

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49. *Lessee to supply mineral to plants, smelters or factories.*—If and when the Sind Government or any organisation sponsored by the Sind Government sets up a plant or smelter or factory, requiring regular supply of the mineral hereby demised, the Lessee shall, if so required by the licensing authority, arrange regular supply of the mineral to the Sind Government or to that organisation, at a price to be agreed upon mutually by them and, in default of such agreement, at such price as may be determined by the Sind Government in the appropriate Department whose decision shall be final.

50. In the event of production of any radio-active minerals and/or minerals required for the production of nuclear energy the Lessee shall give the Sind



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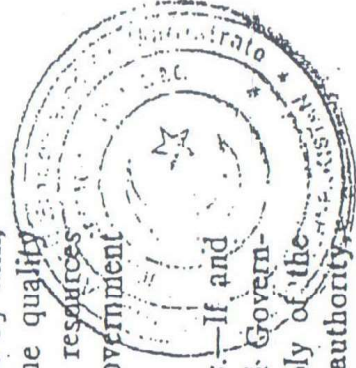
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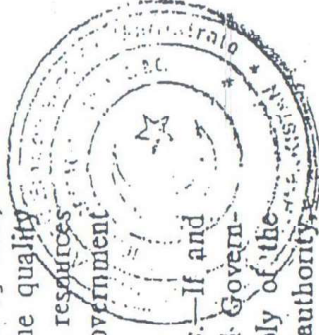
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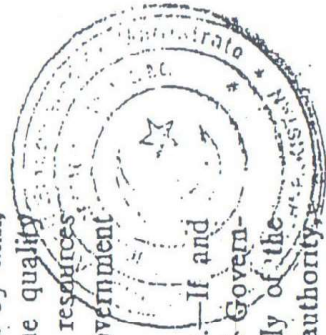
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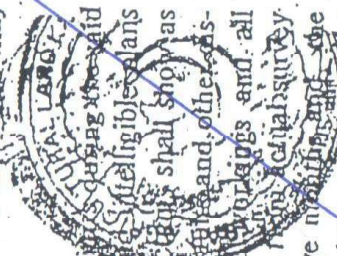
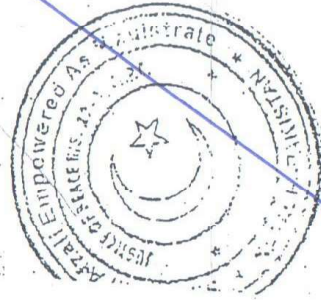
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- (a) a statement of the depth reached in each mine or pit;
- (b) a statement of any water, workable mineral or mine workings encountered in the course of the said operations;
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(3) The Lessee shall also keep accurate geological plans, maps and records relating to the said lands.



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(4) The Lessee shall furnish to the licensing authority such plans and information as to the progress of operations in the said lands as the licensing authority may from time to time reasonably require.

55. *To report accidents.*—The Lessee shall without delay send to the licensing authority a report of any accident which may at any time occur at or in the said lands or any pit, shaft or working therein.

56. *Reports to be treated as confidential.*—All logs, records, plans, maps, accounts and information which the Lessee is or may be from time to time required to furnish under the provisions of this lease shall be supplied at the expense of the Lessee and shall (except with the consent in writing of the Lessee) which shall not be unreasonably withheld) be treated by the licensing authority as confidential. The licensing authority shall, nevertheless, be entitled at any time to make use of any information received from the Lessee for the purpose of preparing and publishing aggregated returns and general reports on the extent of prospecting or mining operations in Sind and for the purpose of any arbitration or litigation between the Governor and the Lessee.

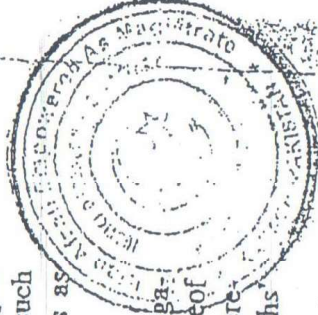
PART VIII.—THE GOVERNOR'S COVENANTS

57. *For quiet enjoyment.*—The Lessee paying the rent and royalties hereby reserved and observing and performing all the covenants and provisions herein contained and on his part to be observed and performed, shall and may peaceably and quietly hold and enjoy the rights and privileges hereby demised for and during the term hereby granted without any unlawful interruption from or by the Governor or any person rightfully claiming from or under him.

58. *Renewal.*—The Lessee having paid the several rents and royalties due and having observed and performed the terms and conditions herein contained may be granted, on giving to the Governor not less than twelve months' previous notice in writing in that behalf, not more than two years nor less than one year before the termination of the term hereby granted, at the discretion of the Governor a renewal of this lease in respect of the whole of the said lands or any part thereof which complies with the rules for the time being in force for a further term not exceeding thirty years from the expiration of the said term upon the terms and conditions contained in the rules today in force subject to such modifications or exclusions and enhancement of rates for royalties and rents as the Governor may in his discretion determine.

59. *Right of Lessee to determine lease.*—Without prejudice to any obligation or liability imposed by or incurred under the terms and conditions hereof, the Lessee may, at any time during the term hereby granted or any renewal thereof, determine this lease by giving to the Governor not less than twelve months' previous notice in writing to that effect.

60. *Right of Lessee to abandon portion of the said lands.*—Without prejudice to any obligation or liability imposed by or incurred under the terms and conditions hereof the Lessee shall be entitled at any time during the term of the lease hereby granted or any renewal thereof by giving three months' notice in writing to the Governor to surrender the rights granted by this lease in respect



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(Under section 2.—Pakistan Mining Concession Rules)

of any part or parts of the said lands: Provided that the part of the said lands in respect of which the said rights are retained shall comply with the rules for the time being in force as to the shape and size of areas in respect of which a mining lease may be granted.

PART IX.—GENERAL PROVISIONS

61. *Power to inspect plans, records, accounts.*—Any person or persons authorized by the licensing authority shall be entitled at all reasonable times to enter into and upon any land for the time being possessed or occupied by the Lessee in the said lands for the purposes hereinafter mentioned:

- (a) to examine the mines, pits, plants appliances, buildings and works made or executed by the Lessee in pursuance of this lease and the state of repair and condition thereof.
- (b) to inspect and check the accuracy of the weighing or measuring appliances, weights, measurements, logs, records, plans and maps which the Lessee is required to keep or make in accordance with the provisions of this lease;
- (c) to inspect and make abstracts or copies of any logs, records, plans, maps or accounts which the Lessee is required to keep or make in accordance with the provisions of this lease;
- (d) to inspect the samples of strata, mineral or water which the Lessee is required to keep in accordance with the provisions of this lease; and
- (e) to execute any works which the licensing authority may be entitled to execute in accordance with the provisions of this lease.

62. *Unit Development.*—If at any time during the term hereby granted or any renewal thereof the Governor shall be satisfied that the said lands or any part thereof from part of a single geological.....structure or.....field (hereinafter referred to as "a mine") in respect of other parts of which other.....mining leases are then in force, and the Governor shall consider that it is in the interest of Sind in order to secure the maximum ultimate recovery of.....and to avoid unnecessary competitive digging or drilling that the mines should be worked and developed as a unit in co-operation by all the person, including the Lessee, whose leases extend to or include any part thereof, the following provisions shall apply:—

- (1) (a) The Lessee shall, upon being so required by notice in writing by the Governor, co-operate with such other persons, being persons holding mining leases in respect of any part or parts of the mine (hereinafter referred to as "the other Lessees"), the preparation of a scheme (hereinafter referred to as "a Development Scheme") for the working and development of the mine as a unit by the Lessee and the other Lessees in co-operation, and shall jointly with the other Lessees, submit such scheme for the approval of the Governor.



(Under) Section 2.—Pakistan Mining Concession Rules

(b) The said notice shall also contain a description by reference to a map of the area or areas in respect of which the Governor requires a Development Scheme to be submitted and shall state the period within which such Scheme is required to be submitted for a approval by the Governor.

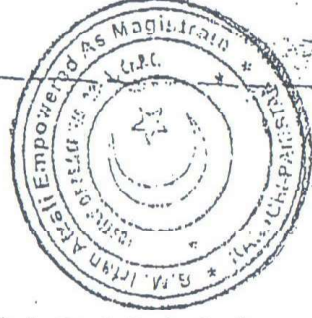
(2) If a Development Scheme shall not be submitted to the Governor within the period limited in that behalf by the said notice, or, if a Development Scheme submitted in pursuance of the foregoing provisions of this clause shall not be approved by the Governor, the Governor shall himself prepare a Development Scheme which shall be fair and equitable to the Lessee and the other Lessees and the Lessee and other Lessees shall perform and observe all the terms and conditions thereof.

63. *To take control of works, plants and premises, etc., in the event of a state of national emergency.*—In the event of a state of national emergency or war (of the existence of which the Governor shall be the sole judge and a notification to this effect in the official Gazette shall be conclusive proof) the Governor shall be at liberty to take control of the works, plants, and premises of the Lessee in Sind and in such event the Lessee shall conform to and obey all directions issued by the Governor or on his behalf. Compensation shall be paid to the Lessee for any loss or damage that may be proved to have been sustained by the Lessee by reason of the exercise by the Governor of the powers conferred by this clause. Any such compensation shall be settled by agreement between the Governor and the Lessee, or, in default of agreement, by arbitration in the manner provided by clause 79 hereof.

64. *Right of pre-emption.*—(a) The Governor shall, from time to time and at all times during the said term, have the right (to be exercised by notice in writing to the Lessee under the hand of any Secretary to Government) of pre-emption of the said minerals (and all products thereof) lying upon the said lands hereby demised or elsewhere under the control of the Lessee and the Lessee shall, with all possible expedition and so to avoid demurrage on the vessel or vessels engaged to convey the same, deliver all minerals or products of minerals purchased by the Governor under the power conferred by this provision in the quantities, at the times, in the manner and at the place of shipment or storage 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 Governor hereunder be detained on demurrage at the port of loading, the Lessee shall pay the amount due for demurrage according to the terms of the charter party of such vessel unless the Governor shall be satisfied that the delay is due to cause beyond the control of the Lessee.

(c) The price to be paid for all minerals or products of minerals taken in pre-emption by the Governor in exercise of the right hereby conferred shall be the fair market price for the time being to be determined in default of agreement under the provision hereinafter in clause 79 of this Schedule contained PROVIDED THAT in order to assist in arriving at the said fair market price the Lessee shall.



(Under section 2.—Pakistan Mining Concession Rules)

if so required, furnish to the licensing authority for the consideration of the Sind 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 licensing authority, original or authenticated copies of contracts and charter parties entered into for the sale or freightage of such minerals or products.

(d) In the event of the existence of a state of war or of grave national emergency (of which existence the Governor in his discretion shall be the sole judge and a notification to this effect in the official Gazette shall be conclusive proof) the Lessee shall, on receiving a notice in writing under the hand of any Secretary to the Government requiring him so to do, use his utmost endeavours to increase the supply to or for the Governor of the minerals or products thereof purchased by him as aforesaid to the extent specified in such notice.

65. *Internal requirements of Sind.*—The Governor may, at his discretion, require the Lessee to meet the internal requirements of Sind to the satisfaction of the Government of Sind before exporting the said mineral or any of its products to other countries and the Lessee shall comply with the instructions issued by the Governor in this behalf.

66. *Association of Sind capital.*—The Governor may, at his discretion require the Lessee to associate Sind capital to the extent of 51 per cent. of all classes of capital and debentures issued by him from time to time and the Lessee shall comply with the instructions issued by the Governor in this behalf.

67. *Employment of nationals of Sind and their training.*—The Lessee shall be required to employ Sind nationals in his organization in all grades as follows:—

- For the first 4 years of the lease. 1/6th of the total number of employees.
- For the next 4 years of the lease. 1/3rd of the total number of employees.
- For the next 4 years of the lease. 3/4th of the total number of employees.
- For the next 4 years and thereafter 100% of the total number of employees.

The number of Sind nationals to be trained by the Lessee will be determined in consultation with the Government of Sind.

68. *Power to execute works.*—If the Lessee shall, at any time, fail to perform the obligations arising under the terms and conditions of any of the undermentioned clauses of this Schedule:

- (a) Clauses 22-24 (Measurement of minerals obtained from the said lands);
- (b) Clause 43 (Abandonment and plugging of boreholes);
- (c) Clause 44 (Delivering up of productive mines, wells, etc., in good order);
- (d) Clause 45 (Plugging of boreholes, mines, etc.), and
- (e) Clause 46 (Health and safety of workers and employees);



(Under section 2.—Pakistan Mining Concession Rules)

then and in any such case the licensing authority shall be entitled, after giving to the Lessee reasonable notice writing of such of his intentions, to execute any works as in the opinion of the licensing authority or his agents may be necessary to secure the performance of the said obligations or any of them and to recover the costs and expenses of so doing from the Lessee.

69. *Power to assess and claim compensation for the damage to mineral property.*—In the event of any damage caused to the mineral property due to unscientific working, lack of supervision, negligence or any other omission or commission on the part of the Lessee, the licensing authority shall, as the sole judge, assess the extent of the damage and the compensation payable therefore by the Lessee and the Lessee shall be liable to pay the compensation so assessed in the same manner as arrears of rents and royalties.

70. *Rights of Distress.*—If and whenever any of the rents or royalties reserved by this lease or any part thereof respectively shall be in arrear or unpaid for the space of two calendar months next after any of the days whereon the same ought to be paid (whether the same shall have been legally demanded or not) then and so often as the same may happen the licensing authority may (as an additional remedy and without prejudice to the power of distress and other rights and remedies to which he would be entitled) enter into and upon any land which shall for the time being be possessed or occupied by the Lessee for the purpose of this lease or the exercise of any of the rights thereby granted and may seize and distrain and sell, as landlords may do for rent in arrear, all or any of the stocks of the said mineral and products thereof, live and dead stock, engines, machinery, tools, implements, chattels and effects belonging to the Lessee which shall be found in or upon the land so entered upon and out of the moneys arising from the sale of such distress may retain and pay all the arrears of the said rents and royalties and also the costs and expenses incident to any such distress and sale rendering the surplus (if any) to the Lessee.

71. Notwithstanding anything to the contrary contained herein, the Governor reserves the liberty to determine the lease granted hereunder, without any compensation being paid to the Lessee, if, at any time during the currency of the lease, the Governor is of the opinion (which opinion shall be binding upon the Lessee), that mining operations under the lease tend directly or indirectly or are likely to prejudicially affect the salt mines or salt deposits in or around the area demised hereunder.

72. *Power of revocation.*—If, and whenever the rents and royalties reserved by this lease or any part thereof shall be in arrears for the space of six calendar months next after any of the days whereon the same ought to have been paid, or if there shall be any violation of the undertaking given in accordance with sub-rule (6) of rule 9 of the Pakistan Mining Concession Rules, 1960, or any breach or non-observance by the Lessee of any of the terms and conditions of this lease or if the Lessee shall become bankrupt or make or enter into arrangement or composition with this creditors, or if, where the Lessee is a Company, a Receiver shall be appointed or the Company shall enter into liquidation whether compulsory or voluntary (except a voluntary liquidation of a solvent company for the purpose of reconstruction) or if the Lessee shall fail to perform and observe the



(Under section 2.—Pakistan Mining Concession Rules)

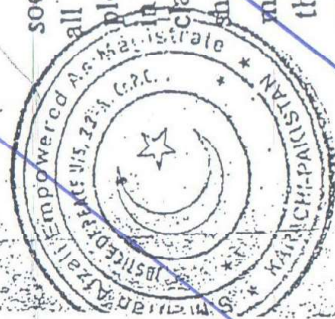
terms and conditions of any Development Scheme prepared in accordance with the provisions of clause 62 (Unit development) of this Schedule then and in any such case the Governor may forfeit, in whole or in part, the security deposit made by the Lessee under rule 25 of the Pakistan Mining Concession Rules 1960 and/or revoke this lease and thereupon the same and all the rights hereby granted shall cease and determine but subject nevertheless and without prejudice to any obligation or liability imposed by or incurred under the terms and conditions of this lease: Provided always that save as to the non-payment of rents and royalties the aforesaid power shall not be exercisable unless and until notice has been given to the Lessee specifying the particular breach complained of and in breach, is capable of remedy requiring the Lessee to remedy the breach, and in any case requiring the Lessee to make compensation in money for the breach, and the Lessee fails, within three months thereafter, to remedy the breach if it is capable of remedy, and to make reasonable compensation in money to the satisfaction of the Governor for the breach.

73. Whenever the said security deposit or any part thereof or any further sum hereafter deposited with the licensing authority in replenishment thereof shall be forfeited or applied by the licensing authority pursuant to the power hereinabove declared in that behalf the Lessee shall forthwith deposit with the licensing authority such further sum as may be sufficient with the unappropriated part thereof to bring the amount in deposit with the licensing authority up to the sum of

Rs. 2,00,000/-.

74. *Power of Lessee to remove plant, etc.*—Subject to the provision of clause 44 (Delivering of productive mines, etc., in good order) of this Schedule the Lessee may, provided that all rents, royalties and other impositions payable by him by virtue of these presents have been paid and that all covenants and conditions herein contained have been observed and performed, at any time or times within six calendar months after the determination of this lease, whether by effluxion of time or otherwise, enter into and upon the said lands or any part thereof for the purpose of taking down, removing and disposing of, for his own use and benefit, all or any of the buildings, works, railways, pipelines, machinery, utensils, implements, articles and things set up and used or employed by him in or about the said lands which the Governor shall not have elected to purchase under the provisions of clause 75 (Power of Governor to purchase property, etc.) of this Schedule (except buildings and erections of brick, stone or concrete) making reasonable compensation for all damage done to the said lands by such removal.

75. *Power of Governor to purchase property, etc.*—If, at the expiration or sooner determination of this lease, the Governor shall be desirous of purchasing all or any of the buildings, works, railways, pipelines, machinery, utensils, implements, articles or things constructed, set up or used or employed by the Lessee in or about the said lands and which the Lessee is not bound to deliver up under clause 44 (Delivering of productive mines, etc., in good order) of this Schedule and shall signify his such desire by notice in writing to the Lessee at least six calendar months before the expiration of this lease (or if this lease shall be determined under the power of revocation herebefore contained at any time within three calendar months after the determination of this lease) the Lessee shall sell to the Governor the articles and things specified in such notice at a price which, failing agreement, shall be fixed by arbitration as provided in clause 79 (Arbitration) of this Schedule.



(Under Section 2, Pakistan Mining Concession Rules)

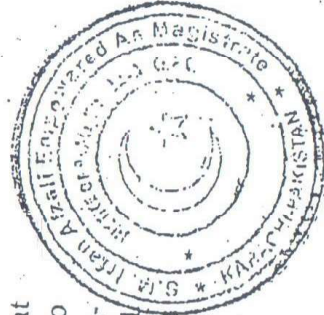
76. *Forfeiture of property left for more than six months after determination of lease.*—If at the expiration of six calendar months after the expiration or sooner determination of the said term there shall remain in or upon the said lands any engines, machinery, plant, buildings, structures, tramways, railways and other works, and fittings and conveniences or minerals or mineral ores or other property which the Lessee is entitled to remove from the said lands the same shall, if not removed by the Lessee within one calendar month after notice in writing requiring their removal be given to the Lessee by the Governor, be deemed to become the property of the Governor and may be sold or disposed of for the benefit of the Sindh Government in such manner as the Governor may deem fit without liability to pay any compensation or to account to the Lessee in respect thereof.

77. *Lessee's right in respect of other minerals.*—If any minerals not included in this lease shall, during the said term, be discovered within the said lands, the Lessee shall not, unless a fresh lease in respect of the minerals so discovered is granted to him under the Pakistan Mining Concession Rules, 1960, have any right to those minerals.

78. *Force Majeure.*—(1) Failure on the part of the Lessee to fulfil any of the terms and conditions of this lease shall not give the Governor any claim against the Lessee or be deemed a breach of this lease in so far as such failure arises from *force majeure*.

(2) In this clause the expression "*force majeure*" means the act of God, war, insurrection, riot, civil commotion, tide, storm, tidal wave, flood, lightning, explosion, fire earthquake and any other happening which the Lessee could not reasonably prevent or control.

79. *Arbitration.*—If at any time during the continuance of this lease or after the determination thereof any question or dispute shall arise regarding this lease or any matter or thing connected therewith or the powers, duties or liabilities of the Lessee hereunder or the amount or payment of any rent or royalty then and in all such cases the matter in difference shall be referred to the Sindh Government in the appropriate Deptt. whose decision will be final provided that any dispute concerning the right of the Lessee to a mining lease or cancellation of this deed for any violation of the undertaking given in accordance of this rule (6) of rule 9 of the Pakistan Mining Concession Rules, 1960, or any breach of its provisions or any dispute connected with the price of the said mineral purchased by the Sindh Government or price of plant purchased by the Governor at the expiration or sooner determination of this lease or compensation payable to the Lessee in terms of clause 63 or compensation payable to the Lessee on Government taking over all the rights of the Lessee under mining lease shall be determined by two arbitrators, one to be nominated by the Governor and the other by the Lessee, and in case of disagreement between the arbitrators by a judge of the High Court of Sindh to be appointed as an umpire by the arbitrators in writing and the decision of such arbitrators or the judge of the High Court of Sindh as umpire, as the case may be, shall be final. And it is further mutually agreed that such arbitration shall be a condition precedent to the commencement of any action at Law and that the provisions of the Arbitration Act, 1940, and of the rules thereunder and any statutory modification thereof shall be deemed to apply and be incorporated in this lease. The venue of arbitration shall be Karachi.



(Under section 2.—Pakistan Mining Concession Rules)

80. *Headings.*—The headings in *italics* (which are to be treated as marginal notes) are for convenience only and do not form part of this lease.

Signed by FAZAL SIDDIQ SHAIKH - DIRECTOR, MINERAL DEVELOPMENT SINDH.

For and on behalf of the Governor of Sindh in the presence of:—

Fazal Siddiq
DIRECTOR
Mineral Development
Government Of Sindh
KARACHI.

Bashir Ahmad
(1) Director
Government of Sindh

Abdul Khalid
(ABDUL KHALID KHAN)
Superintendent
Mineral Development
Government of Sindh, K

Witness

(1)
(2)

(2) Signed in the name and on behalf of the above named by Director or his/their attorney in the presence of the said company in the presence of

Witness

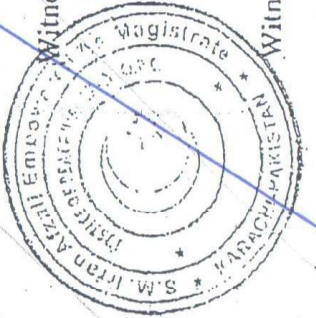
(1)
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(3) Signed in the name and on behalf of the above named by their authorized agent in the presence of.

Witness

(1)
(2)

(4) Signed by the above named by their attorney/agent in the presence of.



Witness

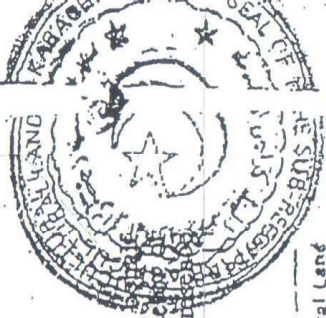
(1)
(2)

(1) This clause is to be used where the lease is granted to one or more individuals (the name of the constituted attorney being filled in if the Lessee or Lessees do not sign personally).

(2) This clause is to be used where the lease is granted to a registered company and if the signature is by an agent or attorney the appropriate designation should be inserted in place of the word "Director".

(3) This clause is to be used where in lease is granted to an unincorporated individual.

(4) This clause is to be used where the lease is granted to a private firm (the name of the attorney or agent being filled in if the signature is not by a partner in the firm).



Registered at S.O. 19
Sub-Registrar, Agricultural Land
Karachi (East)

SERIAL NO 157
Presented at the Office of the
Sub-Registrar Agricultural Lands
Karachi East Between the hours
of a.m. of the 1976

Sub-Registrar
Agricultural Lands
Karachi (East)

Deficient fees Rs 60/-
submitted Rs 16/-
Total fees Rs 76/-
vide A/cpt No 94
D/S-4-1976

Revelved Fees as follows:-
Registration Fee Rs. 525-00
Copying Fee Rs. 55-00
Endorsement Fee Rs. 55-00
Postage charges Rs. 585-00
Total Rs. 585-00

Sub-Registrar Agricultural Lands
Karachi (East)

Sub-Registrar Agricultural Lands
Karachi (East)

Mr. Mrs. Miss Moham and Sreen Adam

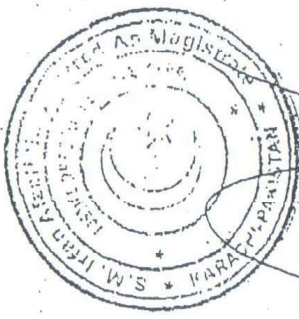
S/o. WUDIO Mohammad Adam

40 Muslim-Years, service business, household R/O

S.B./37 Block No. 13 Gulshan-e-Duba

Executing party Karachi

admits the execution before the U/s. S. R.



Sub-Registrar Agricultural Lands
Karachi (East)

Sub-Registrar Agricultural Lands
Karachi (East)

11.11.1976
Justice of Peace
C.R.P.C. Empowered
As Magistrate
Karachi Pakistan



Pages 83 to 95
vide A/cpt No 3
D/S-4-1976
Sub-Registrar
Karachi (East)

23 OCT 2007

DEVELOPERS
SINDH.

ADDITIONAL
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