

ORIGINAL AMMCR



অসম ৰাজপত্ৰ

THE ASSAM GAZETTE

অসাধাৰণ

EXTRAORDINARY

প্ৰাপ্ত কৰ্তৃস্থৰ দ্বাৰা প্ৰকাশিত

PUBLISHED BY THE AUTHORITY

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GOVERNMENT OF ASSAM
ORDERS BY THE GOVERNOR
POWER (E), MINES AND MINERALS DEPARTMENT

NOTIFICATION

The 16th March, 2013

No. PEM.83/2009/Pt.-1/627 – In exercise of the powers conferred by sub-section(1) of section 15 and section 23 C the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957), the Governor of Assam hereby makes the following rules for regulating the grant of various forms of mineral concessions and for prevention of illegal mining namely :-

Part – I (General) Chapter – 1 Preliminary

Short title and
commencement

1.(1) These rules may be called the Assam Minor Mineral Concession Rules, 2013.

(2) They shall come into force on the date of their publication in the official Gazette.

Definitions

2.(1) In these rules, unless the context otherwise requires –

(a) "Act" means the Mines and Minerals (Development and Regulation) Act, 1957 (Central Act 67 of 1957).

(b) "Boundary pillar" means cemented pillar of size sixty centimeter x sixty centimeter with one metre height and fifty centimeter foundation with the yellow paint and marked lease/contract number and pillar number along with Global Positioning System (in short GPS) readings in black paint.

(c) "Carrier" means any mode of transport or facility by which mineral or its products are transported either in raw or processed form from the place of raising or from one place to another and includes any mechanized device, person, animal or cart.

(d) "competitive bid" means an amount offered by the participant in the open auction or tender process under these rules.

(e) "competent authority" means the Director of geology and Mining, Assam in respect of minor minerals as listed in Schedule 'X' or the Principal Chief Conservator of Forests and Head of Forest Force, Assam in respect of minor minerals as listed in Schedule 'Y' or any other authority specified by any Government Notification for exercise of such powers and carrying out of such functions as specified in these rules.

(f) "contractor" means a person holding a mining contract under these rules.

(g) "contract money" means the amount to be paid by the contractors of minerals for raising the minerals from the area granted on contract.

(h) "dead rent" means the minimum amount payable in a year by the person granted a mining lease under these rules irrespective of the fact as to whether or not he operates/could operate the area fully or partly.

(i) "Department" means the department of Mines and Minerals, Assam in respect of minerals under

Schedule-‘X’
Forest in respect of

and the Department of Environment and
minerals under Schedule-‘Y’.

established

for

to
grant of
mineral concession

(j) “Director” means the Director of Geology & Mining, Assam.

(k) “form” means a form appended to these rules.

(l) “fund” means the Mines and Minerals development, restoration and Rehabilitation Fund created and under these rules.

(m) “Government” means the Government of Assam.

(n) “lessee” means a person holding a valid grant of lease raising the minerals from the area granted on lease and would include the plural thereof.

(o) “letter of intent” (LoI) means a “letter of intent” issued the successful bidder on acceptance of the bid for mining lease or contract or permit or a under these rules.

(p) “Licence” means holder of a respective license granted under these rules wherein a licensee is required to pay fixed annual license fee exclusive of royalty.

(q) “mineral concession” means a mining lease or a mining contract or permit in respect of minor mineral and includes quarry permits and any other mineral concession permitting the mining of minor mineral in accordance with the provision of these rules.

(r) “mining contract” means a mining contract given on behalf of the Government to carry, win work and carry away any minor minerals specified therein through a competitive bidding process.

(s) “mining dues” means an includes any of the dues on account of royalty, dead rent, contract money amount payable towards the mines and minerals development, restoration and rehabilitation fund, interest on delayed payment or any fee or any other some in respect of a mineral concession granted under these rules.

(t) “mining lease” means a lease granted under these rules to mine, search undertake excavation for wining of mineral and to carry away any minor minerals specified therein.

(u) "mining operation" means any operation carried out for the purpose of winning any mineral except mineral oils.

(v) "mining plan" means a plan prepared by a recognized qualified person (RQP) on behalf of mineral concession holder of minor mineral and includes progressive and final mine closure plans.

(w) "mineral product" means minerals in any processed from, bricks dressed stone, rock aggregates, chips, ballast, stone dust, and or any product to be prepared from minerals without involving any chemical change.

(x) "mineral transit pass" means a document issued by the competent authority to the lease/contractor/ permit holder for lawful dispatch and transportation of any minerals raised.

(y) "mining permit" means a mineral concession, other than a lease granted for a specified quantity of minor minerals to be extracted /collected within a specified period not exceeding two years in specified cases on payment of advance royalty.

(z) " processing" means all physical processes such a pulverizing and or grinding and or powdering or washing of mineral in such a way that no chemical change take place by that process and includes cutting and polishing process of slate, granite, blocks or marble blocks or blocks of any other type of rocks.

(aa) "producer" means any person carrying on the business of extracting/ producing/collecting minerals or mineral aggregates in raw or processed from including license of a registered metal mineral unit, as the case may be, in accordance with the provision of the act of rules made there under.

(bb) "rules" means the rules made under the mines and minerals (Development & Regulation) Act, 1957 (67 of 1957).

(CC) "schedule" means a schedule appended to these rules.

(dd) "scheme of mining" means a scheme prepared by recognized qualified person(RQP) on behalf of concession holder for systematic and minor mineral.
mineral scientific mining of

(ee) "scientific mining" means and refers to mining operations consistent with the approved mining plan/scheme of mining, clearance permission granted by the authority.

granted

(ff) "un-authorized mining" means any mining operation undertaken without any valid mineral concession under these rules.

(gg) "unscientific mining" means and refers to the manner of undertaking mining operations not consistent with the mining plan /scheme of mining approved, clearance/permission granted by the authority.

not meanings

(2) All other words and expressions used in these rules, and defined herein but defined in the Act, shall have same respectively assigned to them in the Act.

Power to grant mining lease or mining contact or any others concession or license or transit pass or permit etc.

(3) A mining lease or a mining contract or permit or any other concession or license or transit pass or permit or license or control or regulation of mining or other action under these rules, etc. shall be granted/taken by :-

(a) The Director in respect of minor minerals for industrial and specific uses as specified Schedule 'X'.

(b) The Principal Chief Conservator of Forest and Forest Force, Assam or any officer authorized by the Government by notification in this behalf in respect of minor minerals for uses other than in in "Schedule 'Y'".

of industry as specified

Relaxation in certain Case

(4) (1) No royalty or permit fee shall be charged or transit permit required for :

(i) extraction of ordinary clay or ordinary sand by hereditary artisans for manufacturing of earthen pots/artifacts on a cottage industry basis.

artisans for traditional means but kilns or by way of any

(ii) mining, transportation or storage of clay or sand by hereditary artisans or a co-operative society of making pots or earthen images, etc. by not by the process of manufacture in mechanical device.

within

(iii) leveling of any agricultural fields by a land owner his own land.

(2) No royalty shall be charged for removal of any ordinary earth by a person from his own land for meeting land fill requirements either in another meeting his personal agricultural field or for bonafide requirements.

(3) The relaxations granted under this rule shall not be available for excavation of mineral any area where explosive is inevitable, whether being mined holder or not.

Provided that the aforesaid relaxation do not afford immunity from any action which might be taken under the provision of any existing rules or Acts of the State or the Central Government for unauthorized removal of minor mineral from any Government land by private person, without the permission of the competent authority or the State Government or any officer authorized by it in this behalf.

Quarrying of minor minerals by Government Department / Agencies/Contractors engaged by Government Departments or Agencies

(5) (1) An application for the grant of mining permit for quarrying of any minor minerals by the notified Departments of State or Central Government or any of their agencies for any work/project, shall be made by an officer authorized by the concerned Departments to the competent authority.

(2) The contractors engaged for the works/projects off the Government Departments/Agencies shall be granted mining permit for the required quantity as specified in the detailed

project report for execution of the works/projects on making an application under sub-rule(1) above.

(3) the department of the agency or the contractor granted a permit under sub-rule(1) above, shall be liable to pay royalty/dead rent/fee etc. in advance as notified by the Government any shall abide by the terms and conditions of such grant and other laws as applicable to the lessee or any other concession holders unless specifically relaxed.

Chapter – 2

General Restrictions

Mining operation under a mineral concession.

as the case

6. No person shall undertake any prospecting or mining operation activity in respect of any minerals in any part of the State, except under and in accordance with the terms and conditions of a permit or a prospecting licence or a mining lease or a mining contract or a permit, or a concession in any other form, may be, granted.

Survey of Minerals Directorate Central Government, the Assam or the Mineral Exploration

Provided that nothing in this sub-rule shall apply to any prospecting operation undertaken by the Geological India, the Indian Bureau of Mines, the Atomic for Exploration and Research of the Directorate of Geology & Mining, Corporation Limited.

Restriction on grant of mining lease/contract/permit.

7. (1) No mining lease/contract /permit shall be granted in respect of any land within a distance of :-

Highway required use of

(i) fifty metres from the outer periphery of the defined limits of any village habitation, National Highway, State and other roads where such excavation does not use of explosives.

the Highway/State explosives if required.

(ii) two hundred fifty metres for the outer periphery of defined limits of any village habitation/ National Highway and other roads where use of

R.C.C.

(iii) five hundred metres from major structures like Bridge, Guide bund etc.

Provided that the Government may relax the above distance parameters, wherever required in the interest of working, mineral conservation or for any unforeseen reasons subject to such condition as may be imposed under the said relaxation.

(2) No mining lease/contract/permit or any other mineral concession shall be granted in respect of any such minor mineral or in respect of any specific or general area which the Government may notify.

Part – II

Grant of Mineral Concession

Chapter – 3

Grant of a Mining Lease

Grant of a Mining Lease through competitive bidding. 8. (1) No mining lease shall be granted by the competent authority unless it is satisfied that there is evidence to show that the area for which grant of mining lease is considered has been prospected earlier for minor mineral or the existence of minor mineral therein has been established otherwise.

(2) Any minor mineral deposits, where the competent decides such areas to be operated under a lease, may be granted on mining lease, subject to rule 5, for a period ordinarily not less than 10 years but not exceeding 20 years following a competitive bid process as provided under Chapter 6 of these rules.

Provided that the competent authority may, wherever it deems necessary, pre-qualify the bidders, with the pre-qualification criteria determined upfront, by inviting expressions of interest through a public notice, and limit the bidding process among such pre-qualified bidders.

(3) In case the competent authority accepts the bid, the payment of earnest money, initial bid security and advance installment shall be made in accordance with the provisions contained in Chapter 6 of these rules.

(4) The highest eligible bid received shall become the "annual dead rent" amount payable by the lessee. The rate of annual dead rent initially determined on the basis of e-auctions shall be fixed @ 50% of bid amount.

Explanation : If the initially determined amount of annual dead rent is Rs. 100/- , it shall be increased to Rs. 125/- with the commencement of the fourth year and to Rs. 156.25 with the commencement of the 7th year and so on and so forth for the next each block of three years.

(5) A lease deed shall be executed by the successful bidder with the competent authority in the prescribed Form ML-1, appended hereto, within the period as prescribed under rule 17 of these rules.

(6) The lessee shall pay royalty in advance in respect of each of the minor mineral extracted or removed or consumed by him or by his agent, manager, employee etc. The royalty shall be payable at the rates prescribed in the First Schedule appended to these rules.

Register of applications and mining lease.	<p>9. (1) A register of application for grant or renewal of mining lease shall be maintained in Form ML-2.</p> <p>(2) A register of mining leases granted under these rules shall be maintained in Form ML-3.</p>
Inspection of Register of Rs.	<p>10. The register of applications for grant of mining lease and the register of grant of mining leases shall be opened to inspection by any person or on payment of a fee 100/- on any working day.</p>
Compact area and minimum area of lease in case of isolated deposits.	<p>11. The area for any mining lease should be compact and contiguous as far as possible. However, no mining lease shall be granted for an area of lease than one hectare in case of isolated and small deposits.</p>
Transfer of a mining lease or contract.	<p>12. (1) The lessee or contractor shall not assign, sublet, mortgage, or any other manner transfer the lease or contract or any right , title or interest therein, to any person without prior approval of the competent authority.</p>
specify a lock-lease shall be in such cases be permitted to holders to the extent of forty nine shareholding of the original grantee.	<p>(2) When a lease is granted following the system of pre-qualification of lessees, the competent authority may in period within which no transfer of such permissible. A lessee may, however, induct other partners/share percent of the total</p> <p>(3) Any application for transfer of a mining lease or contract shall be accompanied with non-refundable fee of Rs. 10,000/- per hectare, subject to a minimum of Rs. 2,00,000/-. The said application shall be signed by the lessee himself in the case of an individual, each of the partners in case of a partnership firm and by the person authorized by a special resolution on the Board of Directors, in the case of a company.</p> <p>(4) No consent to the transfer of mining lease or contract shall be accorded unless the applicant has paid all the outstanding mining dues in respect of the lease or contract and the transferee has accepted all the terms and conditions and the</p>

liabilities enjoined upon the transferor in respect of such mining lease or contract.

(5) The transferor shall make original certified copies of all plans of abandoned workings in the area available to the transferee.

(6) The transferor-lessee or contractor shall not charge or accept from the transferee any premium in addition to the sum spend by him in obtaining the lease or contractor and for conducting all or any of the operations in or over the lease granted to him.

(7) The transferee shall be required to furnish an undertaking that he has filed up-to-date income tax returns, paid income tax assessed on him or on the basis of self assessment as provided in the Income Tax Act, 1961.

(8) Subject to submission of the transfer application, complete in all respects, the competent authority may allow the transfer of such lease or contract and prescribe such additional condition, as it may deem appropriate.

(9) The competent authority may refuse to allow such transfer, wherever deemed appropriate, for reasons to be recorded in writing, after giving an opportunity of representation to the applicant.

(10) Where the competent authority gives its consent for transfer of such lease or contract on an application for transfer of mining lease under sub-rule (2), a transfer lease deed shall be executed within ninety days of the date of the consent in Form ML-4 failing which, the consent shall be deemed to have lapsed, unless the period is extended on the request of the lessee made prior to the expiry of such period of ninety days.

(11) Where it comes to the notice of the competent authority that any lessee or contractor has violated the condition prescribed in sub rule(1) above, it may terminate such lease by an order in writing at any time. However, no such order shall be passed without giving a reasonable opportunity of show cause to the lessee or the contractor for stating his case.

Renewal of lease.

13. (1) A mining lease, originally granted under rule 9, may be renewed only once over and above the original lease period, for such period as considered appropriate but not exceeding ten years on expiry of the original lease period, subject to strict, compliance of the terms and conditions of the grant, lease agreement and other approvals or permission for mining granted by Central or State agencies.

(2) The lessee shall submit application for renewal of mining lease twenty four month before the date of expiry of lease period in the prescribed Form ML-5 to the competent authority giving complete details of the mineral excavated, royalty paid, mineral reserves available, details of explorations undertaken, if any, along with the details of the areas reclaimed or restored, the sites of overburden, restoration work undertaken etc. The details regarding compliance of other statutory requirements such as environmental clearance, safety provisions as per Mines Act, 1952 and the rules and regulations framed there under etc. shall also be provided.

(3) No application for renewal of a mining lease shall be considered in a case where the lessee has been found to be indulging in any violation of the condition of original lease grant or has been penalized or held accountable for such violations.

4. Every application for renewal of a mining lease shall be accompanied with a non refundable of fee of Rs. 1000/- per hectare or part thereof, subject to a minimum Rs. 1,00,000/- . Besides, the application shall be accompanied with the following supporting documents : -

(i) a valid clearance certificate for payment of mining dues on all accounts, such as royalty or dead rent or contract money or the fund, and the surface rent payable to the land owners under the Act or the rules made there under, in respect of the original mining lease or any other mineral concession held by him in the State from the competent authority.

(ii) in case a firm or a company or association of person, a valid clearance certificate shall be submitted in respect of the

firm, company or association of person as well as the other firms in which partners in the applicant firm are partners or directors.

Provided that the grant of a clearance certificate shall not discharged the holders of such certificate from the liability of pay the mining dues which may subsequently be found to be payable by such applicant under the Act or rules made there under.

(iii) where any injunction has been granted by a court of law or any other authority, staying the recovery of any such outstanding mining dues or income-tax, non-payment thereof shall not be treated as a disqualification for the purpose of renewing the said mining lease.

(iv) a declaration stating that the applicant has filed up-to-date income tax return, paid the income tax assessed on him, or on the basis of the self assessment, as provided the Income Tax Act, 1961 of the project.

5. The competent authority shall issue notice within thirty days from the date of receipt of application to make up the deficiencies in the application, if any, or for furnishing any additional information as may be required by the competent authority, requiring the applicants to supply the requisite information within a period of thirty days from the date of issue of such notice in case the said information is not furnished within such specified period, the application shall be decided on the basis of information already submitted along with application.

6. The renewal of a lease shall be considered only in cases where the lease has been granted after the commencement of these rules.

Acknowledgement of application

14. The receipt of an application of renewal of mining lease under rule 14, if delivered personally, shall be acknowledged forthwith in Form ML-6 and if the application is received by post, the same shall be acknowledged within seven days of the receipt thereof.

15. (1) An application for renewal of a mining lease shall be decided by the competent authority within a period of six months of the receipt of complete application in all respects keeping in view the following parameters :

(i) the lessee has complied with all the terms and conditions of the original lease grant and other permissions for undertaking mining operations.

(ii) the mining operation under the original lease grant have been carried out in a scientific manner.

(iii) The mined out area has been restored/reclaimed/rehabilitated as per the progressive mine closure plan.

(iv) the lessee has not defaulted in submission of all details with regard to the production, payment of mining dues in time and has not been found wanting in taking adequate measures for the labour safety.

(v) the lessee has not been penalized for non-compliance of the environmental safe guards, or for any other reason, including suspension of the mining operations, for whatsoever reasons, during the original lease period.

(vi) substantial investment has been made by lessee in the development of mine, plant and machinery with a long term perspective and optimal benefit of the same could not have been derived during the original lease period and,

(vii) such other matters and may be considered necessary.

(2) The competent authority may be reduce the area of mining lease at the time of renewal for reasons to be recorded in writing.

Provided that the reduction in the area of mining lease shall not result in any prorated reduction in the dead rent.

(3) Where the competent authority accords its approval to the renewal of a mining lease, the annual dead rent shall be increased by an amount of 25% over the amount of dead rent payable in the last year of the original lease grant. Further, future increase in such dead rent, on the expiry of each block of three years, shall be regulated on the same terms and condition as applicable in the case of any mining lease granted on the first occasion.

Provided that in case the lessee makes an application for surrender of part area of the lease, it shall not result in any prorated reduction of the dead rent and the rate of dead rent payable and applicable for the entire area at the time of such application shall remain intact.

Surrender of a mining Lease

16. (1) The Government may accept the request of a lease holder for surrender of a lease or part thereof in case where it is established that it has not been found feasible to operate the mining lease grant, for whatsoever reason, subject to all condition that the lessee :

required

(i) has been regular in furnishing the production returns as in terms of the lease agreement.

(ii) has been taking the requisite steps for the progressive mine closure plan as per the conditions of the lease grant.

(iii) is not in default of payment of any mining dues on account of any mineral concession as on the date of making such applications and undertakes to pay all such dues till the date of expiry of the notice period either in advance or by way of adjustment of the security or both.

(2) In case the lessee makes an application for surrender of part area of the lease, it shall not result in any prorated reduction of the dead rent and the rent of dead rent payable and applicable for the entire area at the time of such application shall remain intact.

Execution of mining lease Agreement.

17. (1) Where a mining lease is granted or renewed, the lease deed shall be executed in Form ML-1 within a period of ninety days of the date of order of grant or renewal of the mining lease and duly registered.

(2) If the lease deed is not executed within the aforesaid period, the order sanctioning the mining lease shall be deemed to have been revoked and the "advance dead rent" and "security amount" deposited at the time of auction shall stand forfeited.

provided that where the competent authority is satisfied that the Lol holder/lessee is not responsible for the delay in the execution of the lease deed, the competent authority may, for

reasons to be recorded in writing, permit the execution of the lease deed beyond a period of ninety days but not exceeding one hundred twenty days of the expiry of the aforesaid period.

- (3) The Lol holder/lessee shall also furnish a solvent surety for a sum equal to the annual bid amount for execution of the agreement. In case the surety offered by the lessee during the subsistence of the mining lease is not found solvent, the lessee shall offer another solvent surety and a supplementary deed to this effect shall be executed.

Chapter – 4

Grant of Mining Contracts

Grant of mining contract
competent
contracts by competitive
concession
bidding.

18. (1) The minor mineral deposits, where the authority decides to grant the mineral quantity (or parts thereof) of minor mineral for a period ordinarily not less than seven years but not exceeding ten years following a competitive bidding process as prescribed under chapter 6 of these rules.

(2) No bid shall be regarded as successful unless accepted by the competent authority. The amount of the successful bid shall become the annual contract money payable by the contractor. The annual contract money determined in the time of initial grant shall be increased at the rate of twenty five percent on completion of each block of three years.

(3) The mining contract deed shall be executed by the successful bidder with the competent authority in prescribed Form MC-1.

(4) Other terms and conditions of the contract shall be in accordance with provisions as contained in

the

chapter 7.

Renewal of mining

contract.

19. (1) The contractor shall submit an application to the competent authority for renewal of the mining contract eighteen months prior to the date of expiry of the contract period in the prescribed Form MC-2, containing complete details of the mineral excavated, royalty paid, mineral reserves available, details of explorations undertaken, if any, along with the details of the areas reclaimed / restored, the sites of overburden, restoration works undertaken etc. The details regarding compliance of other statutory requirements such as environmental clearance, safety provisions as per Mines Act, 1952 and the rules and regulations framed there under etc. shall also be provided.

(2) No application for renewal of mining contract shall be considered in a case where the contractor has been found to be indulging in any violation of the conditions of original contract grant or the conditions accompanying the environmental clearances, and penalized or held accountable for any such violations.

(3) Every application for renewal of a mining contract shall be accompanied with a non-refundable fee of Rs. 1,000/- per hectare or part thereof, subject to a minimum of Rs. 1,00,000/- along with the following supporting documents :-

(i) a valid clearance certificate regarding payment of mining dues on all accounts (such as royalty or dead rent or contract money or Fund and surface rent payable to the land owners under the Act or the rules made there under) in respect of the original contract or any other mineral concession held by him in the State.

(ii) In case of a firm or a company or association of persons, a valid clearance certificate shall have to be submitted in respect of the firm, company or association of persons as well as the other firm in which the partners in the applicant firm are partners or directors.

Provided that the grant of a clearance certificate shall not discharge the holders of such certificate from the liability to pay the mining dues which may subsequently be found to be payable by such applicant under the Act or rules made there under.

(iii) where any injunction has been granted by a court of law or any other authority, staying the recovery of any such outstanding dues, non-payment thereof shall not be treated as a disqualification for the purpose of renewal of the said mining contract.

(iv) a self-declaration stating that the applicant has filed up-to-date income-tax returns, paid the income-tax assessed on him or self-assessment as provided in the Income Tax Act, 1961 on the project.

(4) The competent authority shall communicate the discrepancies in the application, if any, or requirement of any additional information within thirty days from the date of receipt of the application, requiring the applicants to make up the deficiencies and/or provide such additional information within a period of thirty days from the date of issue of such notice. In case the required information is not submitted within such specified period, the application shall be decided on the basis of information already submitted.

(5) No renewal shall be granted for the mining contracts exempted under section 3 of the Mines Act, 1952.

(6) The renewal of a contract shall be considered only in cases where the contract has been granted after the commencement of these rules.

(7) A contract for minor minerals granted under rule 18 may be renewed only once by the competent authority for a period not exceeding five years, after having satisfied itself that the contractor has undertaken mining operations strictly in accordance with the terms and conditions of grant, contract agreement and other approvals/permissions for mining granted by Central/ State agencies.

Decision on the application for renewal of mining contract.

20. (1) The application for renewal of a mining contract shall be decided on satisfaction of the competent authority with regard to the following :-

(i) The contractor has complied with all the terms and conditions of the contract agreements and other permissions for undertaking mining operations.

(ii) The mining operation under the original contract grant have been carried out in a scientific manner.

(iii) The mined out area has been restored/reclaimed/ rehabilitated as per the progressive mine closure plan.

(iv) The contractor has not been default of submission of any returns with regard to the production, payment of contract money in time and has not been found wanting in taking adequate measures for the labour safety.

(v) The contractor has not been penalized in any manner including suspension of the mining contract, for whatsoever reasons, during the original contract period.

(vi) Substantial investment has been made by the contractor in the development of mine and plant and machinery with a long tern perspective and optimal benefit of the same could not have been derived during the original contract period and

(vii) such other matters as may be considered.

(2) The competent authority may reduce the area of contract at the time of renewal for reasons to be recorded in writing.

(3) Where the competent authority accords its approval to the renewal of a contract, the annual contract amount shall be increased by an amount of 25% over the amount of contract money payable in the last year of the original contract grant. Further, future increase in such contract amount, on the expiry of each block of three years, shall be regulated on the same terms and conditions as applicable in the case of any contract granted on the first occasion.

Surrender of a
mining
contract.

condition that

21. The Government may accept the contractors request for surrender of a contract or part thereof in cases where it is established that is has not been found feasible to operate the contract grant for whatsoever reasons subject to the the contractor :

(i) has been regular in furnishing the production returns as required in terms of the contract agreement.

(ii) has been taking the requisite steps for the progressive mine closures plan as per the conditions of the contract grant.

(iii) is not in default of payment of any dues of the Government as on the date of making such applications and undertakes to pay all such dues till the date of expiry of the notice period either in case in advance or by way of adjustment of the security or both.

Provided that in case the contractor makes an application for surrender of part of the contract area, it shall not result in any prorated reduction of the contract money and the rate of contract amount payable and applicable for the entire area at the time of making such application shall remain intact.

Execution of contract Agreement within ninety days.

22. (1) Where a mining contract is granted or renewed, the agreement deed shall be executed in Form MC-1 within a period of ninety days of the date of order of grant/renewal of the contract and shall be duly registered.

(2) if the contract agreement is not executed within the aforesaid period, the order sanctioning the contract shall be deemed to have been revoked and the "advance contract money" and the "security amount" deposited at the time of auction shall be forfeited to the Government.

Provided that where the competent authority is satisfied that the Lol holder/contractor is not responsible for the delay in execution of the contract agreement, the competent authority may, for the reasons to be recorded in writing, permit the execution of the contract agreement deed beyond a period of 90 days but not exceeding 120 days of the expiry of the aforesaid period.

(3) The Lol holder/contractor shall also furnish a solvent surety for a sum equal to the amount of the annual bid for execution of the agreement. In case the surety offered by the contractors during the subsistence of the contract is not solvent, the contractors shall offer another solvent surety and a supplementary deed to this effect shall be executed.

(4) In case the contractor is not able to remove the whole or any part of the mineral for which he obtained the contract within the permissible time for any reasons, whatsoever, within the validity of the contract he shall not be entitled to claim the refund of contract amount or any part thereof.

Chapter – 5

Grant of Mining or Quarrying Permits

Grant of Mining/
quarrying permits.

23. (1) Subject to rule 5, mining or quarrying may be granted by the competent authority in respect of any area not covered under any mineral concession already granted under these rules in the following cases :
- (i) mining in respect of areas ordinarily less than five hectares for a specified annual quantity (or parts thereof) of minor mineral.
 - (ii) removal of salt petre.
 - (iii) excavation of ordinary clay / earth.
 - (iv) permits for specific Government works under emergency conditions.
- (2) All mining/quarrying permits in respect of sub clauses (i) and (ii) mentioned under sub-rule (1) shall be granted following a competitive bid process, unless specifically decided otherwise by the Government in any specific case.

- submitted
- (3) The mining/ quarrying permits in respect of (iii) to (v) above shall be granted on the basis of application under rule 26,27 and 28 respectively.
- a authority, conditions
- (4) A mining permit under these rules may be granted for period as considered appropriate by the competent but not exceeding two years, on such terms and as may be stipulated therein.
- to
- (5) The competent authority, may refuse the application grant permits in respect of sub-clauses (ii) and (iv) mentioned under sub-rule (1) of this rule for reasons to be recorded in writing.

Grant of permits for mining over area less than five hectares.

24. (1) Subject to sub-rule 92) of rule 23, permits for mining of minor minerals may be granted by the competent authority for extraction of minor minerals in respect of area ordinarily less than five hectares.

(2) Permits under this rule shall be granted only in cases where the competent authority decides such areas to be operated for short periods under special circumstances and with adequate environmental safeguards, precautions and applicable clearance.

(3) In case more than one individual/agency shows interest in taking the permit, it shall be granted in favour of the individual/agency offering the highest bid.

(4) In case of permit granted under this rule, the permit holder shall execute an agreement in Form MPS-1 with the competent authority within a period of ninety days from the date of grant and shall be duly registered.

(5) The permit holder shall submit monthly production returns in Form MMP-1.

Grant of permits for removal of saltpeter.

inches.

25. (1) Subject to sub-rule (2) of rule 23, the permit for excavation of saltpeter, a minor mineral, may be granted along with suitable restrictions regarding the depth of excavation which shall generally not exceed 12

(2) In case more than one individual/agency shows interest in taking the permit it shall be granted in favour of the individual/agency offering the highest bid.

(3) In case of permit granted under this rule, the permit holder shall execute an agreement in Form MPS-2 with the competent authority within a period of ninety days from the date of such grant and shall be duly registered.

(4) The permit holder shall submit monthly production returns in Form MMP-1.

Permits for excavation of brick earth by the Brick Kiln Owners.

26. (1) A permit for excavation of brick earth may be granted by the competent authority in favour of Brick Kiln Owner only for the purposes of manufacturing of bricks.

(2) The initial permit shall be granted for a period that co-terminates with the close of the next financial year so that the further renewal thereof is allowed on bi-annual basis.

(3) The excavation of brick earth under this permit shall not be permissible beyond a depth of nine feet measured from the natural ground level of the area.

(4) The application for lifting of brick earth shall be made to the competent authority in Form PIM-1 along with the following supporting documents :-

(i) The particulars/details of the land from where he proposes to extract/remove the brick earth.

(ii) Lay our Plan of the area from where brick earth is to be removed.

(iii) Written consent of the land owners along with certified copy of the agreement signed between the land owner

and the applicant after mutual settlement of compensation between the parties.

(iv) A copy of the partnership deed or Articles of memorandum in a case the applicant is a partnership firm or a company, as the case may be.

(5) The existing brick kiln owner shall apply ninety days before the expiry of permit already held by him for fresh grant in cases where the extraction of brick earth has reached the maximum permissible level in respect of area of the permit already held.

In case the excavation of the brick earth is to be carried out in the same area earlier held on permit, the brick kiln owner shall apply of renewal of the permit ninety days before the expiry of permit already held.

(6) The royalty on account of excavation of the brick earth shall be charged as per rates prescribed in the First Schedule appended to these rules. The payment in this cases shall be made in advance for the complete financial year or part thereof.

(7) An application for renewal of permit/fresh grant under this rule shall be submitted within the period prescribed above along with the payment towards applicable royalty for the ensuing year and a surety for the remaining period off the permit.

(8) A permit for excavation of brick earth shall be granted in Form PIM-2.

Permits for
Extraction of
clay/earth.

27. (1) Save in the cases covered under sub-rule of ordinary (2) of rule 26, the competent authority may grant permit for lifting of ordinary earth from an area not already granted on any mineral concession to the land owner or the person having consent of the land owner on submission of an application.

(2) The permit for extraction of ordinary earth shall be granted only upto a maximum depth of nine feet measured from the natural ground level of said area.

(3) The permit for extraction of ordinary earth/clay in respect of any land of which the ownership or management vests in a Gram Panchayat shall be granted only if a resolution is passed to that effect by the Gram Panchayat and approval of the concerned deputy Commissioner is obtained by the applicant or the Gram Panchayat.

(4) The royalty shall be charged on lump-sum basis on the basis of quantity/volume of the earth for which the permit is applied/granted as per rates prescribed in the First Schedule. the payment of royalty in this cases shall be made in advance for the complete financial year or part thereof.

(5) An application for grant of permit shall be submitted in model Form PIM-3. The application shall be submitted along with following documents :

(i) The particulars/details of the land from where he proposes to extract /remove the brick earth.

(ii) Lay out plan of the area for where earth is to be removed.

(iii) Written consent of the land owners or a certified copy of the agreement signed between the land owner and the applicant after mutual settlement of compensation between the parties.

(iv) A copy of the partnership deed or Articles of Memorandum in case the applicant is a partnership firm or a company, as the case may be.

(6) A permit for excavation or ordinary earth shall be granted on model Form PIM-4.

Permit for specific emergency situation.

28. The competent authority may, on a requisition from the Deputy Commissioner of the District concern, grant permit for extraction of minor mineral from any area including the areas where mineral concession have been granted to such Government Department or any others Government Agencies requiring mineral for execution of work relating to agreement flood protection works or any other natural calamity or others pressing circumstances for safety of human and cattle life under emergency conditions.

Provided the Government may decided the terms and conditions of grant of such permit under emergency situation in advance or ex-post-facto.

Application fee for permit. competitive

29. The permits, other than those given through bidding process, may be granted on application

made to the
along with non-refundable

competent authority on Forms submitted
application fee of Rs. 500/-

Provided that a Government Department/Agencies seeking a permit under Rule-29 shall be exempted from payment of the application fee.

Condition on which the
Permit for mining/quarrying
shall be granted

formed
not lesser than the

30. (1) Any mining operation in the case of mining of brick earth or ordinary clay or alluvial deposit below a depth of 1.5 metre shall necessarily require formation of benches for safe mining. The benches would be in a manner that the width of the bench is height of the bench.

(2) Any quarrying permit granted under these rules shall contain information with regard to the following :

(i) manner, mode and place of payment of rent, royalties, permit money, Rehabilitation and Restoration Fund amount and interest on delayed payments or any other dues as admissible under these rules.

(ii) particulars of the receipt heads of the Government to which the payments are to be credited.

(iii) Grant, compensation of damage to the land owner for the land covered by the permit.

(iv) felling the trees, pumping of ground water.

(v) restriction of surface operations in any area provided by any authority.

(vi) entering and working in any forest area.

(vii) reporting all accidents, use of explosives.

(viii) indemnity to the Government against claim of third parties.

(ix) mineral to be stacked, measured and dispatched.

(x) applicability of the provisions of all other statutes/rules framed by the Central and State Government.

(xi) reclamation or restoration of the mining areas and security thereof.

(xii) development and conservation of minerals and environment and ecology of the area.

(xiii) extent of the area or land from where the minor mineral shall be extracted.

(xiv) period within which the minor mineral shall be extracted and removed and delivery of possession of land on the expiry of such period or on removal of the quantity of the minor mineral for which the permit is valid/granted.

(xv) release of security by the authority issuing permit after having satisfied that the permit holder has fulfilled all the conditions of the permit satisfactorily.

(xvi) Any other condition, as may be found expedient by the competent authority to grant the permit, may be imposed in the interest of scientific mining, mineral conservation and mineral development.

(3) In case of the permit holder is not able to remove the whole or any part of the mineral for which he obtained the permit within the permissible time for any reason, whatsoever , he shall not be entitled to claim the refund of permit amount/ royalty or any part thereof.

(4) The permit holders for the brick kilns shall furnish a solvent surety within fifteen days of the issue of the permit by submitting an undertaking of such surety that he

would be responsible for deposit of all dues in case the permit holder fails to deposit the same.

Forfeiture of property left the after cancellation of the the permit writing. On specifically ordered mineral lying on the land from was extracted shall be allowed to be by the permit holder within a period of seven days after which any residual mineral will become the absolute property of the Government.

31. In case of breach of any of the condition of the grant of the permit, the competent authority may cancel the permit by passing order after giving thirty days notice to holder and for reason to be recorded in cancellation of the permit, unless otherwise, the quarried which the same removed

Chapter – 6

procedure for inviting competitive bids/auctions and payments.

Mode of Grant of mining lease or contact or a mineral potential bidders, upfront, by inviting notice and restrict the bids

32. (1) Save in the cases specifically mentioned under these rules and where such mineral concessions may be granted on application, all mining of contact or leases/contracts/permits shall be granted through a transparent process of inviting competitive bids/open auction.

(2) The competent authority may, in the interest of conservation and scientific mining, pre-qualify the based on an objective assessment criteria determined Expressions of interest through general public among the pre-qualified bidders.

Determination of reserve price for inviting bids/ auction.

33. (1) The competent authority shall upfront determine the reserve price in each case where the mineral concession are granted through competitive bidding/open auction, as the case may be.

(2) State's of priorities with regard to the observance of principles of sustainable development, inter-generational equities and conservation of minerals, scientific mining, availability of construction material at economic rate of development works and the State Revenues shall remain the overarching principles in fixing the reserve prices.

(3) The reserve price may be fixed keeping in view the past trends, availability of mineral reserve in the area, the potential, access and proximity to the markets. However, any aberrations in the auctions held earlier and the bids received of exceptionally lower or higher amount, due to whatsoever reasons, may be ignored.

(4) In case of no bid/ offer is received against a reserve price fixed for an area on two successive occasions, the competent authority may revise the reserve price downwards at appropriate level.

34. (1) A public notice of 21 days shall be published for inviting bids or conduct of open auctions for the mineral leases/ contracts/ permits, as the case may be.

(2) In addition to the publication of notice in writing, competitive bid/ open auction under sub- rule (1) above, the gist such notice, along with the schedule for inviting bid/holding open auctions shall also be published in one daily newspaper having circulation in the area.

(3) A copy each of the side public notice shall also be sent in the deputy Commissioner and others as decided by the competent authority for giving wide publicity in the area.

35. (1) The intending bidder deposit the earnest money, equal to ten percent of reserve price and rounded by amount of Rs. 10,000/-, in each case before commencement of open auction or deposited with the bid, as the case may be.

(2) In case of competitive bids invited through sealed tenders, the earnest money shall accompany the bid offer the in the form of a Demand Draft drawn in favour of the competent authority.

(3) In the case of open auctions, the earnest deposited by all bidders, save in the case where the earnest money has been ordered to be forfeited by the presiding Officer of any misconduct during the auction proceedings shall be refunded immediately upon completion of the auction proceedings.

(4) In case the highest bidder fails to deposit 10% of the annual bid amount towards the Initial bid security', his earnest money shall be forfeited and such bidder

shall not be eligible to participate in any such auction/ competitive bids in respect of the same area any others area in the State for a period of five years.

(5) No person, who is a defaulter of any mining dues in respect of any minerals concession granted in the past or any others current mineral concession shall be eligible to participate in the auction or bid process. In case he is found to be in such arrears at any stage, his bid shall be revoked with forfeiture of the amount deposited by him. In case of any the partners of a Partnership Firm or a Director of a company participating in the bid/ auction process are found to be defaulters, the bidder firm/ company would he held ineligible and attract similar action:

Provider that where any injunction has been granted by a court of law or any other competent authority staying the recovery of any such amount non-payment thereof not be treated as a disqualification for the purpose of participation in the action.

36. (1) The presiding officer shall conduct the auction in a peaceful manner and may direct any bidder to leave the action premises in the event of a disorderly conduct by or behalf of bidder. In case of extreme misconduct or misbehaviors, the presiding officer may order the forfeiture of earnest money deposited by such bidder and recommend his debarring from participation in any future auctions.

(2) The presiding officer shall send his recommendations through proper channel to the officer competent to accept tender.

37. (1) No bid shall be regarded as 'successful' unless accepted by the officer competent to accept bid/ tender in accordance with the provision of the Delegation of Financial Rules, 1999 of the State.

(2) The highest bidder shall be required to deposit an amount equal to 25% of the annual dead rent/ contract money as the 'security' along with an additional amount equal to one month's dead rent/ contract money in advance.

(3) The process for completion of the various stages of payment as specified under sub-rule (2) above shall be as follows:-

(i) On completion of bid process i.e the fall of the hammer or the opening of the sealed bids, as the case may be, the highest bidder shall deposit an amount equal to 10% of the annual bid amount as 'Initial Bid Security' before expiry of the period allowed.

(ii) The amount deposited towards the 'initial bid security' would be adjusted as part of the Bid Security on acceptance of the bid by the competent authority and a letter of Intent (LoI) will be issued in favour of the successful bidder.

(iii) The letter of intent holder shall deposit the balance amount of Bid Security i.e equal to 15% of the annual bid amount before expiry of the period allowed.

(iv) The amount of security already deposited towards the initial bid security shall be duly adjusted to make up the twenty five percent of the bid amount towards bid Security.

(v) Wherever a Lot holder fails to deposit the balance fifteen percent amount towards security as prescribed under sub-rule (3) (iii) above, and/or fails to execute the agreement after the issue of letter of intent, the same shall be deemed to have been revoked and the ten percent amount deposited by him towards 'initial bid security' shall stand forfeited. In addition, the letter of intent holder/ defaulter shall be liable to deposit the unpaid balance of fifteen percent to make up twenty five percent of the bid amount as bid security.

- (vi) Where the Lol holder fails to deposit the unpaid fifteen present amount of demand, such amount on with interest shall be recoverable as arrea5rs of land revege and such bidder shall be debarred from participation in any subsequent bids for a period of five years.
- (vii) No interest, whatsoever, shall payable on the security amount deposited.
- (viii) On enhancement of the dead rent/contract money with expiry of every three years period, the lessee/ contractor shall deposit the balance amount of security so to upscale the security amount equal to 25% of the revised annual dead rent/ contract money as applicable as application for one year with respect to next block of three years.

Chapter- 7

General condition for grant of any mineral concession

38. (1) The lessee/ contractor shall deposit the annual dead rent (in case of lease) or contract money, as the case may be, in respect of the minor minerals in four quarterly instalment in advance on the 1st of April, 1st of June, 1st of September, and the 1st of December, of the year.

(2) The advance amount paid on account of the instalment along with the fifteen percent amount of the bid security shall be required to be deposited/adjusted in a manner that the subsequent instalment are payable for a full quitter/ year, as the case may be.

(3) In case of a mining lease, the where the amount of royalty payable in respect of a month exceed the amount of dead rent deposited in advance, the lease shall deposit such amount of royalty on the mineral extracted and dispatched or consumed by the 7th day of the following month after adjusting the amount of advance dead rent already deposited.

(4) In case where the lease has paid the amount of royalty or dead rent during a part of year, which the equal to or more than the annual dead rent payable for the year, he shall not be required to deposited the a advance dead rent for the remaining period the said year and the royalty for the balance part of the year shall be deposited by the 7th day of the following month.

(5) Where the lessee/ contractor is operating the area, he shall also deposit/ pay an additional amount equal to ten percent of the due dead rent/ royalty/ contract money along with installment towards the 'Mines a and Mineral Development, restoration and rehabilitation Fund'.

(6) In case of any default in payment of the instilments of dead rent/ contract money/ royalty/ contribution to the 'Mines and Minerals Development, Restoration and Rehabilitation Fund' on the due that (s), the amount would be payable along with interest at the following rates:-

Serial Number	Period of delay	Rate of Interest application
(i)	If paid within a period of 7 days from the due date:	A grace period of up to 7 days is allowed without any interest;
(ii)	If paid after 7 days but up to the 30days of the due date: period;	15% on the amount of default for period of default including the grace period;
(iii)	If paid after 30 days but within the 60 days of the due date:	18% on the amount of default for period of default including the grace period;
(iv)	Delay beyond 60 days of the due date calculated percent for the default.	Termination of the lease/ contract the entire outstanding amount would be recoverable alongwith interest at the rate of twenty one entire period of

(7) Any default in payment of the due installments of dead rent, royalty, contract money, contribution to the Found beyond of seven days from the due date would entail:-

(i) Issue of a notice requiring the mineral concession holder to clear the default immediately and standing that in case the due amount is paid with in

period of thirty days of the due date, his mining operations would be suspended;

(ii) If the concession holder fails to deposit the due amount within a period of thirty days of the due date along with interest application thereon, the competent authority shall direct the concession holder to suspend his mining operations and stop any dispatch mineral from the concession area till such time the default is cleared;

(iii) The order of suspension issued under (ii) above shall, alia, include a show cause notice for termination of the lease or contract of permit along with forfeiture of security in the event of continuation of default for a period thirty days from the date of order suspension. The concession holder shall also be liable to pay the dues for such suspension period;

(iv) The competent authority may revoke the suspension of mining operations in case the concession holder deposits atleast fifty percent of the due amount with an undertaking to pay the balance amount within a period of three months along with interest, concurrent with the installment payable during this period;

(v) The order of suspension of mining operation and the ban on dispatch of mineral from the area would remain in force throughout such default period;

(vi) The competent authority may terminate the mineral concession, with or without forfeiture of the whole the security deposit or part thereof, as deemed appropriate, in such cases without any further opportunity.

(8) The mineral concession holder shall erect boundary pillars around the mining area at his own expense as per his plan of mining and shall at all times maintain and keep the same in good condition. Each of the boundary pillars shall also be numbered along with GPS readings duly marked thereon. The plan annexed

to the concession agreement shall clearly indicate the location of pillars along with their GPS readings.

(9) The mineral concession holder shall, at all times, carry out the mining operation subject to the following restrictions:-

- (i) Maintain a distance of fifty meters from the outer periphery of the defined limits of any village habitation, National Highway, State Highway and other roads where such excavation does not require use of explosives, unless specifically relaxed and permitted by the competent authority;

 - (ii) Maintain a distance of two hundred fifteen meters from the outer periphery of the defined limits of any village habitation, National Highway, State Highway and other road where use of explosives is required, unless specially relaxed and permitted by the authority or any specific dispensation is obtained from the Director, Mines Safety;

 - (iii) Mining operation in the river-beds shall be undertaken in accordance with the conditions prescribed under rule 39.
- (10) The lessee/contractor shall at all times keep and maintain correct and true accounts of
- (i) The quantity and other particulars of all minerals obtained from the mines;
 - (ii) The number of persons employed in his mining operations;
 - (iii) An up-to-date complete plan and section of the mine;

And shall allow any officer authorized by the Central or the State Government or competent authority in that behalf to examine at any time any accounts and records

maintained by him, and shall furnish to the Central or the State Government or the competent authority with such information and returns, as it may require.

- (11) Where the continuance of mining operation in any area, in the opinion of the State Government, is likely to endanger the safety of any national or state highway, road, bridge, drainage, reservoir, tank, canal or other public works, or public or private building, or any other public interest or in the interest of environment/ecology of the area, the Government may suspend the operations in the entire concession area or part thereof with immediate effect by communicating the reasons thereof in writing. The Government may, wherever so warranted, terminate such mining lease/contract over entire area or part thereof after giving sixty days notice to the concession holder in this behalf and the grant of such mineral concession shall stand terminated from the date specified in the said notice.
- (12) A mineral concession holder shall not stock any mineral outside the concession area granted on mining lease/contract/permit. The total mineral excavated and stacked by the concession holder within the area granted on mining lease/contract/permit shall not exceed two times of the average monthly production as per approved mining plan at any point of time.
- (13) In cases where access to and from any other mineral concession are granted under these rules is required to be provided through the land/area of the lessee/contractor, he shall allow the existing and future lessee

contractor/ or any other mineral concession holder a reasonable access to pass through such land/ area which is comprised in or adjoins or is reached through the land held by such mineral concession holder.

- (14) The mineral concession holder shall ensure unhindered access to any officer, authorized by the State or Central Government or competent authority, to enter upon any building, excavation or land comprised in the concession area for the purpose of inspecting the mines. If the mineral

concession holder creates any hindrance in peaceful inspection of the mines, the competent authority may take recourse to extreme measure of cancellation of the mineral concession and forfeit the security deposit in whole or part thereof.

- (15) A mineral concession holder shall,-
- (i) Submit by the 7th day of every month, a return in Form "MMP-1" containing the total quantity of minor mineral raised and dispatched from the area and other details prescribed in the said form during the preceding calendar month and its value, to the competent authority; and
 - (ii) Also furnish by the 30th April of every year, a statement containing information in Form 'MM-2' regarding the quantity and value of minor mineral extracted, dispatched stacked during the previous financial year, average number of regular laborers employed (men and women separately), number of accident (if any) compensation paid and number of days worked and such other details as prescribed in the form to the competent authority.
- (16) The mineral concession holder shall at all times maintain and, if required, strengthen any railway line, bridge, national highway, reservoir, tank, canals, road any other public works or buildings in proper condition to the satisfaction of the Railway Administration or the competent authority or any officer authorised by him and shall ensure that no risk is caused to any such structure as a result of his mining operation.
- (17) The mineral concession holder shall report the discovery of any such minor mineral which is not specified in the concession to the competent authority or an officer authorised by him without any delay and shall not dispose off the same.
- (18) In case the mineral mineral concession holder incidentally extracts any major mineral, in the process of extracting minor minerals granted through the mineral concession, which is not formatting part of the concession the same shall be the property of the Government and the mineral concession holder shall stack and the same separately and maintain its proper record in accordance with the directions given by the competent authority.

The competent authority shall lay down a procedure for the disposal of the major mineral so detected, excavate and stacked.

- (19) In case, it is detected that the mineral concession holder has disposed of the incidentally extracted major mineral in whole or part thereof or fail to maintain the record of the stored mineral mineral in terms of sub-rule (18) Above, he shall be liable to penalties as specified in sub section (1), (4) and (5) of section 21 of the Act and also termination of mining lease/ contract.
- (20) In case the mineral concession holder not commence mining operations within period of one hundred and eighty counted from the date of commencement of the mineral concession, notwithstanding the payment of dead rent/ contract money by, him, the mineral concession shall be liable to be terminated unless specifically permitted by the competent authority on application for reasons to be recorded in writing,
- (21) The mineral concession holder immediately inform in writing in Form 'MSE-1 (a) the working in the mines extend below the superjacent ground, or (b) the depth of any open case excavation reaches six meters (measured from its highest to the lowest point); or (c) the number of persons employed on any days is day more than (d) any explosives are used, to the following:-
 - (i) The Director General of Mines Safety, Government of India Dhanbad;
 - (ii) The Director, Mines Safety, Government of India, Guwahati;
 - (iii) The Competent Authority;
 - (iv) The District Magistrate of the District concerned.
- (22) The competent authority will make arrangements for the survey and demarcation of the area granted under the concession at the expense of the mineral concession holder. The mineral concession holder shall have to bear actual expenses of the staff deputed for the work, which shall include prorated salary of the staff, travelling allowance and daily allowance of the staff deployed and instrument usage charge which shall be equal to ten percent of the staff charges.

(23) A safety margin of two meters shall be maintained above the ground water table while undertaking mining and no mining operations shall be permissible below this level unless a specific permission is obtained from the competent authority in this behalf.

(24) A mineral concession may contain and provide for such additional condition as the competent authority may deem necessary with regard but not limited to the following:-

- (i) Payment of dead rent, royalty, contract money, Mines and Mineral Development, Rehabilitation and Restoration Fund, and the interest payable on delayed payments or any other dues;
- (ii) Particulars of the receipt heads of the Government to which the payment to be credited;
- (iii) Payment of rent for use of the surface area and compensation for damage to the landowner in respect of land covered under lease/ contract;
- (iv) Rustication of surface operation in any area prohibited by any authority;
- (v) Notice by the mineral concession holder for surface occupation;
- (vi) Facilities to be given by the mineral concession holder to another mineral concession for working of minor mineral (s) in the area or the adjacent area or for work of State or Central Government Department or their Agencies.
- (vii) Entering and working in any forest area;

- (viii) Reclamation/ restoration and securing of the pits, shaft, and other areas affected by mining;
- (ix) Reporting of accidents and use of explosives;
- (x) Indemnity to the Government against any third party claims;
- (xi) Mineral to be stacked measured and dispatched;
- (xii) Applicability of the provisions of all other statutes/ rules framed by the Central and the State Government;
- (xiii) Maintenance of sanitary conditions in the mining area;
- (xiv) Development and conservation of the minerals, and environment and ecology of the area ;

- (xv) Forfeiture of property left after termination/ expiry of the mineral concession;
- (xvi) Delivery of possession of lands and mines on surrender expiration or premature termination of the mineral concession;
- (xvii) Power to take possession of plant, machinery, premises and mines in the event of war or emergency; and
- (xviii) Termination of a mineral concession for non- compliance of terms and conditions of the grant and agreement;
- (xix) Any other special condition may be imposed in the interest of scientific mining, mineral conservation and mineral development, as may be found expedient by the competent authority.

(25) Boundaries of the area covered by a mining lease/ contract/ permit shall run vertically down wards below the surface towards the centre of the earth.

39. Following condition shall be application for excavation of minor mineral (s) from river beds in order to ensure safety of river-beds, structures and the adjoining areas:

- (i) No mining would be permissible in a river-bed up to a distance of five times of the span of the bridge on up-stream side and ten times the span of such bridge on down-stream side, subject to minimum of 250 meters on the up-stream side and 500 meters on the down-stream side.
- (ii) There shall be maintained an un-mined block of 50 meters width after every block of 1000 meters over which mining is undertaking or at such distance as may be directed by the competent authority;
- (iii) The maximum depth of mining in the river-bed shall not exceed three meters measured from the un-mined bed level at any point of time with proper bench formation;
- (iv) Mining shall be restricted within the central 3/4th width of the river/ rivulet;
- (v) No mining shall be permissible in the an area up to a width specified by the competent authority from the action edges of embankments;

- (vi) Any others condition as may be required by the competent authority in public interest.

40. (1) The competent authority may, in the interest of systematic development of mineral deposit, conservation of minerals, scientific mining, sustainable development and protection of the environment, issue direction to owner, agent engineer, geologist or manager of a mine.

(2) Every direction issued under sub-rule (1) shall be complied within such period as may be specified, not being a period of less than one week:

Provided that where there is difficulty in giving effect to any such direction, the owner, agent, mining engineer, geologist or manager of the mine, as the case may be may apply for modification or rescinding of such direction and the competent authority may either modify or rescind the direction or confirm the same.

41. (1) In case the mineral concession holder to (a) undertake mining in a scientific and systematic manner, or (b) undertakes mining in violation of environmental safeguards, or (c) fails deposit the due amount of dead rent, royalty, contract money or any other amount due to the Government under these rules, or (d) fails to comply with any of the terms and conditions of grant of the mineral concession agreement or other condition imposed by any other State/ Central agency at the time granting permission/ approval for undertaking mining action, or (e) fails of comply with any others directorate issued during the subsistence of the mineral concession, the competent authority shall have the right to suspend the mining operations or prematurely terminate the lease/ contract along with forfeiture of part of full amount of security after following the prescribed procedure.

(2) As a measure of recovery of any outstanding amount towards mining dues from a defaulting mineral concession holder competent authority shall be competent to enter upon the said premises and detain all or any of the mineral or moveable property therein till the concession holder makes the payment of outstanding amount. If the concession holder makes the payment within a period of ten days, such officer may order disposal and sale of the detained material and such property to the extent it covers the recovery of the outstanding dues and all costs and expenses incurred on this account.

(3) Where a mineral concession is prematurely terminated for breach of any of the conditions subject to which the mineral concession is granted, the competent authority may also order forfeiture of the quarried material shall become the absolute property of the State.

42. Subject to the condition mentioned under rules 39 and 40, the mineral concession holder shall have the right to use the land in respect of which the mineral concession has been granted for following activities,

- (i) working of the mines;
- (ii) sink pits and shafts and construct roads;
- (iii) erect plant and machinery;
- (iv) use water;
- (v) use land for stacking purpose;
- (vi) install fuel pumps or stations or diesel or petrol for self-use with the permission of the authority;
- (vii) construct magazine for explosive and storage sheds for explosive related substances with permission from the licensing authority;
- (viii) store over-burden/ waste material in area identified for the purpose;
and
- (ix) request for diversion of public roads, overhead electric lines passing through the concession area from the concerned authorities at his expense to ensure scientific mining.

43. (1) The Government shall have the right of per-emption of the minor mineral and all products thereof lying over the area granted on a mineral concession or elsewhere under the control of the mineral concession holder at all times during the term of any mineral concession. Upon issue of an order by the Government in writing to this effect, the mineral concession holder deliver all minor mineral of product thereof to the Government at rates worked out on the basis of average billing of mineral for the last one month at

the pit head in such quantities and in such manner as may be specified in the order exercising the said right.

(2) The Government may terminate/ cancel the mineral concession in the State of a National Emergency or War without giving any notice for such termination.

(3) The Government may terminate or cancel the mineral concession, by giving three calendar months prior notice in writing in the event the minor mineral under the concession is required for establishing an industry beneficial to the general public.

Chapter – 8

Payment of rent and compensation to the landowners and Determination thereof

44. (1) Where a mineral concession is granted under these rules over any land in respect of which minor mineral rights vest in the State Government, the rights of the landowner shall be subordinate to that of State Government for extraction of the mineral, access to the quarry/ mine, stacking of minerals of minerals and other subsidiary purposes. The landowner is entitled to a fair rent and compensation for such use of the land and any damage or injury caused to such land.

(2) A mineral concession holder, who is granted the mineral concession under these rules, is entitled to use the land/ area for extraction of mineral in respect of which the said concession is granted. The mineral concession holder will be pay (a) the annual rent in respect of the land area blocked under the concession but not being operated, and (b) the rent plus compensation in respect of the area used for actual mining operation.

(3) In case the landowner to used part of the area granted under the mineral concession for his normal operation for which it was being used prior to the grant of mineral concession, concurrent with the concession grant, no rent shall be payable in respect of such portion of land which is not being used for

actual mining operations for such period as it remains available to the landowner for his normal use, In case where the mineral concession holders blocks the entire concession area as a result of which the landowner is able to use such land or part thereof for his normal operations, the rent shall be payable in respect of entire blocked area.

45. The amount of annual rent and the compensation shall be settled mutually between the landowner and the mineral concession holder.

46. (1) Where no agreement is reached by way of mutual settlement between the landowner and the mineral concession holder regarding the rate of rent, the mineral concession holder shall offer to pay rent equal to the amount of Annuity, as application from time to time, as payable in case of land acquisition.

(2) Where the land owner is not agreeable for a mutual settlement under rule 46 and is not satisfied with the rent offered to be paid under sub-rule (1) above, the landowner or the concession holder may apply to the competent authority to make a reference to the District Collection for determination of the fair rent payable in respect of such land.

(3) Where either of the parties a reference prefer a reference to the Destruct Collector under sub-rule (2) above, the competent authority shall forward the reference to the District Collection for determination of the fair market rent of respect of such land. The competent authority shall also require the mineral concession holder to deposit the rent for one year as prescribed under sub-rule (1) above as a tentative compensation with the Collector. Upon so doing, the mineral concession holder shall be entitled to commence mining operation over said the land area.

(4) Upon a reference from the competent authority, the District Collection may upon parties to furnish the details of their claims and counter claim, inter alia, containing information on the parameters prescribed under sub-rule (5) of this rule and afford an opportunity of hearing to the parties.

(5) (a) Pursuant to the hearing granted to the parties to the reference, the District Collector shall determine the fair market rent of the land keeping in view the following:-

- (i) nature/ character of the land;
- (ii) use to which such land was being put immediately before the grant of minerals concession;
- (iii) annual rent income that the landowner was able to derive/ earn from such land use;
- (iv) normal increase in the income level that would have taken place in such net income during the intervening period;
- (v) amounts so worked out shall be added an amount equal to thirty percent in lieu of compulsory use of the land;

(b) While determining the fair market rent, the collector shall also decide the rate at which such rent would be increased on year-to-year basis during the currency of the mineral concession.

(6) Notwithstanding the parameters prescribed for determining the fair market rent under sub-rule (5) above, Collector shall not determine the rent at a rate lesser than the amount of annuity payable in case of land acquisition.

(7) The District Collector shall order parties and the mineral concession holder to pay such rent to the landowner from time to time, as determined by him.

(8) Any appeal against the order of district Collector shall lie with the Government.

47. (1) In addition to the rent settled between the parties under rule 45 or determined and payable under rule 46, landowner would also be entitled to payment

of a fair and reasonable compensation for any damage caused to such land in respect of the area under actual mining operations.

(2) In cases where the amount of compensation is not mutually settled between the parties under rule 45, the tentative amount of compensation shall be equal to 10% of the annual contract money, dead rent/ royalty actually paid by the mineral concession holder to the Government, less the amount of rent settled or determined.

(3) Where the landowner or the mineral concession holder is not agreeable to accept the amount of compensation prescribed under sub-rule (2) above, either of them may seek a reference through competent authority to the district Collector for determination of fair and reasonable compensation with reference to the damage or injury caused to such land. Pending a decision by the District Collector on such reference by either of the parties, the mineral concession holder shall deposit the tentative compensation amount for one year with the District in accordance with sub-rule (2) above, whereafter the concession holder be entitled to operate the area.

(4) Upon a reference from the competent authority, the District Collector shall proceed to determine the fair compensation amount on account of any damage likely to be caused to such land on account of the mining operation. The Collector shall invite claims and counter claims and afford an opportunity of hearing to the parties before determining the compensation amount.

(5) (a) The Collector shall determine the fair compensation for the damage or injury caused to such land keeping in view the following:-

- (i) nature or character of the land.
- (ii) economic activity for which such land was being used immediately before the grant of mineral concession;
- (iii) nature and extent of damage caused and as to whether such land is fully or partially reclaimable after closure of the mining operation or the damage is irreversible;
- (iv) economic activity for which such land used after mine closure, with or without any investment, and the kind of returns it is capable of yielding after such restoration.
- (v) Extent of efforts and expenditure proposed to be made by the mineral concession holder for restoration or

Reclamation or rehabilitation of the land as per the mine closure plan for its eventual use by the landowner;

(b) While determining the compensation amount, the Collector shall keep in view in the total rent and estimated compensation amount payable to the landowner throughout the concession period. In case the sum total of the rent and the compensation amount assessed is more than the prevailing market value of land, the mineral concession holder may be given an option to buy the land at such rates subject to the landowner agreeing to the same. Alternatively, the collector may determine the compensation amount keeping in view that the landowner would continue to retain the ownership of land after the course of mining operations.

(c) In case the mineral concession holder and the landowner (s) are able to settle the compensation mutually in respect of a portion of the land required for actual mining operations, compensation for such portion of the land shall not be a subject for settlement. However, the amount of compensation already settled in respect of part of the operating area shall be kept in view while settling the compensation for the disputed area.

(6) Notwithstanding the determination of compensation on the consideration state sub-rule (5) above, the annual rent and the compensation amount put together shall not be less 10% of the amount of contract money/ dead rent/ royalty actually paid by the mineral concession holder to the government with reference to such portion of land in accordance with sub-rule (2) above.

(7) The compensation amount determined by the District Collector shall be final and binding on parties and the mineral concession holder shall be liable to pay such compensation amount to the landowner annually during the currency of the mineral concession.

(8) An appeal against the order of the Collector shall lie with the Government.

Part – III
Scientific and Systematic Mining and Environmental Safeguards

Chapter – 9

Mining operations be undertaken as per the Mining Plan

48. Any mining operations under a mineral concession granted under these rules shall be undertaken by the mineral concession holder in accordance with duly approved 'mining Plan'

Provided that the State Government may exempt certain specified nature of mining activities from the requirement of preparation of a mining plan.

49. (1) Non person shall be registered as a 'Recognised Qualified person' for the purposes of rule 50 (1) by the Director, unless he possesses:-

- (i) A degree in Mining Engineering or a post- graduate degree in Geology granted by a university Grants Commission established under rule section (3 of 1956) or any qualification equivalent thereto and
- (ii) Professional experience of five years of working in a supervisory capacity in the field of mining or mineral administration after obtaining a degree of qualification require under clause (1) (i) above.

(2) Any person possessing the qualification and experience as prescribed under sub-rule (1) above, may apply to the Director, or an officer authorised by him, for registration as a RQP along with a fee Rs. 1,000/- (Rs. One thousand only) the Director may making such enquiry as deemed appropriate, grant or refuse to refuse recognition and where recognition is refused, the Director shall record the reasons therefore in writing and communicate the same the applicant.

(3) The applicant recognized under sub-rule (2) above shall be so registered for period of ten year and his registration may be further renewed on application and deposit of fee as applicable at such time for a further period not exceeding ten year at any time.

(4) The registration of a person as 'Recognised Qualified person' may be revoked at time in the case of ant misconduct on the part of such person after giving him a notice and opportunity of hearing. Similarly, the

Director may refuse to renew recognition for reasons to be recorded in writing after giving him an opportunity of hearing.

50. (1) A mining plan shall be prepared by a Recognized Qualified person (ROP), recognized in this behalf by the Director or an officer authorized by him, or by a person recognized by the Central Government or an officer authorized by the Central Government I n this behalf the provision of rue 22 B of the Mineral Concession Rules,1960.

(2) The Director shall specify all such person who are so recognized by him under sub-rule (1) above and keep such a list published and updated on the website of the department.

51. The Director may authorized any of his officer to approve or modify the Mining plan/ scheme of mining for mining of Minor Mineral in the State subject to such officer fulfilling the following qualification:-

- (i) A degree in mining engineering or post-graduate degree in geology from a university established or incorporated by or under a Central Act, a Provincial Act or State Act, including any instruction recognized by the University Grant Commission established under section 4 of the University Grant Commission Act, 1956 (3 of 1956), or any equivalent qualification granted by any university or institution outside in India; and
- (ii) Possesses professional experience of 8 years in case a Mining Engineer in the field of mining and 12 years in case of Geologist in field of mining/ geological survey, after obtaining the basic academic qualification.

52. (1) Every mineral concession holder shall prepare a Mining Plan along with the Mine Closure plan (Progressive and Final) and shall not commence mining operation in any area except in accordance with such Mining Plan duly approved by an officer an authorized by the Director in this behalf. The plan shall also contain the conceptual plan of the mining area and take into consideration the following aspects:-

- (i) Level of production;
- (ii) Level of Mechanisation;
- (iii) Type of Machinery used;
- (iv) Quantity of diesel/ energy fuel consumption;
- (v) Number of trees uprooted due to proposed mining operation.

(2) Where the mining operations have already been undertaking under an existing mineral concession before the commencement of these rules, the

holder of such mineral concession shall also submit a Mining Plan along with Mine Closure plan within a period of ninety days from

(3) Every mining plan or scheme of mining submitted or approval under these rules shall be accompanied with a non-refundable fee Rs. 5,000 for every square kilometer or part thereof in respect of the mining area covered under the mining plan.

(4) Every mining plan shall contain all plans, serially numbered or suitably indexed. The tracings or copy of such plan and sections duly certified for its correctness by the owner, agent, mining engineer or manager or geologist, by the mining engineer/ geologist appointed by the concession holder, shall be kept at the site officer of the minor mineral mine/ concession area.

(5) A mining plan shall incorporate the following as a minimum:-

- (i) The plan of the area under concession delineated on a map with boundaries duly marked along with the positions of boundary pillars with GPS regarding;
- (ii) The plan of the area under concession showing the nature and extent of the mineral body/ spot where the mining operations are proposed to be undertaken;
- (iii) The plan of the area showing nature water courses, limits of reserves and other forest area and density of trees, if any, assessment of impact activity on forest, land surface and environment including air and water pollution i.e the Government management plan;
- (iv) Details of the geology and lithology of the area including the estimated mineral reserves of the area;
- (v) Extent of manual mining or mining with the use of machinery and mechanical devices;
- (vi) Tentative scheme of mining and annual programme and plan for excavation/production from year-to year for a period of five years as part of Mining Plan;
- (vii) Proposed method of mining/ development of mines, use of explosives and blasting operations, if any stacking and disposal of minerals, mine- drainage pattern, handling of the

overburden, location of electronic weigh bridges, and mineral processing, if any.

- (viii) Progressive and final mine closure plan;
- (ix) Details of scheme of restoration/ rehabilitation of the area through afforestation, land reclamation use of pollution control devices and other measures as may be directed by the State Government from time to time.

(6) In addition to the requirement stipulated under sub-rule (4) above, every mining shall delineate the approach in respect of environment safeguards and restoration and rehabilitation measures of the area with regard to the following, among others:-

- (i) Precautions for the protection of environment and control of pollution while undertaking mining operations in the area granted on contract lease/ contract;
- (ii) Control of air pollution due to dust, exhaust emission or fumes during mining or processing operation for minor mineral and related activities and containing the same within permissible limits specified under any environmental laws for the time being in force;
- (iii) Precautions to prevent or reduce the discharge of toxic and objectionable liquid effluents from minor mineral quarry, workshop or processing plant within the permissible limits. No such toxic effluent shall be discharged in any water body or in the sub-soil through a bore-hole;
- (iv) Abatement of and control over noise arising out of mining and processing operations for mining minerals so as to keep the same within the permissible limits;

- (v) Prevention and containment of any damage to the flora of the area held under concession and the nearby area, scheme of undertaking plantation to compensate for any unavoidable damage and maintenance of the same during the subsistence of the concession period;
- (vi) Removal and stacking of any top soil or over-burden or waste rock and nonsaleable minor mineral excavated/ generated during the mining operations and utilisation of the same for restoration and rehabilitation of the area;
- (vii) Plan for phased restoration, reclamation and rehabilitation of land affected by mining operation.

(7) The mining plan once approved, shall be valid for the mineral concession period, unless revised and modified and got approved during the concession period.

(8) The owner, agent, mining engineer or manager of every mine shall review the mining plan after every five years and shall submit scheme of mining for the next five years of the concession period for approval.

53. (1) where any modification of approval mining plan is required during the subsistence of the mineral concession holder shall get any such modification approved.

(2) The competent authority may, wherever needed require the mineral concession holder to make such modifications in the mining plan referred to above impose such conditions, as he may consider necessary by an order in writing if such modification of condition are considered necessary;

(a) In the light of the experience of operation of mines;

(b) In view of the change in the technological development; and

(c) In the light of any charge in legal provisions or orders of any Court.

(3) A mineral concession holder, desirous of seeking modification in the approved mining plan as are considered expedient in the interest of safe and scientific mining, conservation of minerals, or for the protection of environment, shall apply to the Director, setting forth the interested modification and also explaining the reasons for the same.

(4) The Director shall approve the mining plan or such modified mining plan or scheme of mining with or without any modification, as deemed appropriate, within a period of forty-five days from the date of receipt or submission of such application for approval of mining plan or modified mining plan or scheme of mining, as the case may be.

(5) Where no decision is conveyed within the aforesaid period of forty-five days, the mining plan or modified mining plan or scheme of mining, as the case may be, shall be deemed to have been provisionally approved, till such time a final decision in the matter is communicated.

(6) The mineral concession holder shall furnished financial assurance amounting to Rs.15,000/- per hectare of the area granted under the mineral concession and put to use for mining and allied activities subject to a minimum of one rupees in the form and manner as defined.

Chapter- 10

Regulation and control of mining operation

54. (1) The mining operations shall be undertaken in a scientific and systematic manner *i.e* mining operation consistent with the approved mining plan/ scheme of mining clearance/ permissions granted by the concerned authorities.

(2) Any un-scientific operation or contravention of the terms of grant or permission (excepting the condition relating to payment of government dues)

to operate by the mineral concession holder shall amount to violation or breach of the grant.

55. (1) A mineral concession holder shall be held to be in 'default' of compliance of the condition of grant of mineral concession in case where the non-compliance is rectifiable suo moto or upon a notice within the period indicated in such notice. Some of the instances of major violations on the part of the mineral concession holder may be in the following areas:-

- (i) Undertaking mining operation in an unsafe and unscientific manner i.e without bench formation, non-erection or maintenance of boundary pillars, lack of labour safety measures, and the regulation pertaining to the use of explosives;
- (ii) Non- installation of the electronic weigh bridges or the weigh bridges, if installed, are to be not calibrated properly to ensure correct weighment.
- (iii) Non- adherence to the rules with regard to the limits prescribed for stocking of minerals and failure to furnished the prescribed returns in this behalf;
- (iv) Dispatch of mineral from the concession area without a valid mineral transit pass
- (v) Non submission of the prescribed report and returns as per the time frame prescribed.

(2) Wherever non-compliance of terms and condition of the mineral concession or violation thereof is observed, it shall cause a notice to be served upon the mineral concession holder to rectify the default and take corrective measures within such period as be specified in such notice.

56. (1) Any failure on the part of the mineral concession holder to rectify any default or take corrective measures under rule 55 above within the period specified, or such violation being irreversible and non-rectifiable, or recurrence of defaults takes place, the same shall amount to a 'breach' of the terms and condition of grant of the mineral concession.

(2) Where ever a mineral concession holder is observed to be in 'breach' of the conditions of grant, the competent authority shall be competent to take any or all the following actions:-

- (i) Suspension of the mining operation and dispatch of mineral from the concession area, withholding the inventory of stocks, duly assessed at the time of suspension of operation, till such time the suspension order is revoked. The period of suspension may continue up to a period of three months or till such time the breach condition is rectified, whichever is earlier.
- (ii) Temporary seizure of the stocks of the mineral excavated in raw or processed form till such time the stocks are reconciled with the records and established to have been accepted from legal sources;
- (iii) Termination of the concession with forfeiture of the security in whole or in part and also forfeiture of the mineral lying in the area and its disposal by the competent authority ;and
- (iv) Debarring the individuals/ firms/ companies for grant of a fresh mineral concession in the State for a period of up to 5 years.

57. (1) A breach of any of the conditions of grant of a mineral concession or violation of any of the conditions relating to permission or clearance to undertake mining any authority shall be as under:-

- (i) A competent authority shall, upon inspection by himself or any officer or on reporting of any violation amounting to breach by any other authority, issue a notice to the mineral concession holder to show cause within the period specified therein as to why the mineral concession

be not prematurely terminated along with forfeiture of the amount of security, in full or part thereof, and forfeiture of the mineral already excavated while undertaking said operation;

- (ii) On receipt and examination of the reply of the mineral concession holder, the competent authority may, on his satisfaction that the breach was either not entirely due to fault on the part of the concession holder or was beyond his

control or the same had actually not been committed, settle the notice with such as deemed appropriate with or without any further directions;

- (iii) where the mineral concession holder admits to the breach having been committed on his part and promises to remedy the breach conditions in his reply and requests for grant of time, and the competent authority is satisfied with such promise, he may grant time as deemed proper for implementation of the remedial measures with or without a surety;

- (iv) in case the competent authority *prima facie* forms an opinion on examination of the reply of the mineral concession holder that the breach is of a recurring or continuing nature, he may order suspension of the mining operations with immediate effect along with a ban on dispatch of the mineral from the site or any other related activity in the mine;

- (v) In case the competent authority is not satisfied with the reply submitted by the mineral concession holder, the competent authority may terminate the mineral concession with or without forfeiture of the security amount in whole or part thereof along with forfeiture of the mineral already excavated while undertaking said operations. However, no such order shall be passed without affording an opportunity of show cause and representation to the mineral concession holder.

(2) wherever an order is passed under clause (v) of sub-rule (1) above against a mineral concession holder, he or the partnership firm in which he may be a partner, or the company in which he may be a Director, may be debarred for grant of a fresh mineral concession for a period of five years from the date of passing such order.

Chapter -11

Mines and mineral Department, Restoration and Rehabilitation Found

58. A found known as the 'Mines and Mineral Development, Restoration and Rehabilitation Found' shall be established under 'Public Account' in the State of Assam under the administrative control of the Department to which rehabilitation charge payable under clause (i) of sub section (1 A) of section 15 of the Act shall be credited in order to meet the following objectives:-

- (i) Funding of the common facilities or reclamation or rehabilitation works in the affected by mining operation;
- (ii) Provision of common facilities for the benefit of community in and around areas where mining activities are undertaken;
- (iii) development of infrastructure facilities for orderly growth of the mining operations and allied activities e.g. roads, water supply etc;
- (iv) funding of the studies commissioned or activities related to the mining sector e.g. survey, exploration and prospecting of minerals, procurement of equipment and machinery required to support such activities ;
- (v) education awareness and training of the mineral concession holders and the officers through field visit and exposure to the best mining practies;
- (vi) funding of expenditure incurred on implementation of any scheme on incentives that the State Government may frame for recognition and awards for scientific mining undertaken with highest regard to mineral conservation , rehabilitation measures along with environmental safeguards and other measures;

- (vii) Any other objects which the Government may consider expedient to support in the overall interest of the mining sector.

Contributions 59.(1) An amount equal to ten percent of the dead rent or royalty or to the fund contract money paid to the State shall be charged from the mineral concession holder in the nature of 'other charges' for restoration and rehabilitation works and credited to the Fund in addition to the amount payable to the Government on account of such dead rent or royalty or contract money.

(2) The said contribution shall be remitted by the mineral concession holder in installments along with the installments of dead rent or royalty or contract money, as the case may be. Such amount shall be reconciled at the close of the financial year and any differential of the amount due shall be adjusted or paid on reconciliation.

(3) The department shall maintain complete account of receipts to the Fund and the expenditure there from and shall invest the progressive accumulated corpus in a manner so as to earn secure returns therefrom.

Expenditure out 60. The amount available in the Fund shall be utilised strictly for
Of the fund fulfilment of the objectives for which the fund is being set up and on
the terms and conditions as may be stipulated by the
Committee constituted under rule 62.

Restoration and 61. The expenditure on restoration and rehabilitation of the mining
sites Rehabilitation shall remain the first charge on the fund.
Works to remain
The first charge
On the Fund

(2) Every mineral concession holder, before undertaking the restoration and rehabilitation works as part of his progressive mine closure plan, shall get his estimates of expenditure on such works duly approved from the Director or an officer authorised by him and submit the utilization certificate duly certified by a registered

Chartered Accountant . the mineral concession holder shall be entitled to get the expended amount re-imbursed out of the Fund to the extent of actual expenditure subject to such re-imburement being limited to the amount contributed by him. Any expenditure incurred over and above this limit shall have to be borne by the mineral concession holder from his own account.

Explanatory Note :Notwithstanding the expenditure incurred by a mineral concession holder on the measures taken for the progressive mine closure plan, the occasion for undertaking the complete restoration and rehabilitation works in respect of any mining area arises only when a mine reaches the closure stage . It is likely that the mining operations would have been undertaken by multiple concession holders before reaching the stage of closure of a mine. As such, it becomes imperative that the comprehensive measures for restoration and rehabilitation of a mining site are taken up only upon closure of such mine. The responsibility for execution of such plan shall rest with the mineral concession holder operating such area at the time of its closure. Since the contribution to the fund is also made by each of the lessees/ contractors who have operated the area during the intervening period, the financial burden of restoration and rehabilitation measures shall not be borne by the contractor / lessee alone.

(3) A mineral concession holder operating the mine at the time of its final closure shall be responsible for execution of the restoration and rehabilitation works as per the final mine closure plan. He shall prepare and submit the estimates for implementation of the restoration and rehabilitation works as per the final mine closure plan. He shall prepare and submit the estimates for implementation of the final restoration and rehabilitation plan to the Director, for approval of the estimates.

(4) The Director, shall approve such estimates, with or without a modification, and reimburse the expenditure actually incurred on the site by the implementation agency in a phased manner out of the Fund. The amount so re-imbursed shall not exceed the total amount received from the mineral concession holders in respect of that site less the expenditure already incurred earlier.

(5) The Director may require the mineral concession holder to engage an independent agency for implementation of the restoration and

rehabilitation works and evolve a system of monitoring the deliverables through an independent agency.

Sanction of Expenditure from the the Fund
representatives from Finance, Environment and and rural development and Social

62. (1) Any or all proposals for expenditure from out of the Fund shall be approved by a committee of officers headed by Secretary of the department and consisting of the Department of Mines and Minerals , Forest, Health, Education, Panchayat Welfare.

of Government

(2) The mode of method of collection , remittance and utilisation these 'other charges' shall be notified separately by the Government

Part IV
Miscellaneous
Chapter-12
Illegal or un-authorized Mining and consequences

Illegal or
mineral unauthorised
thereunder in any Mining
unauthorised mining
provisions contained in this

63. Any person undertaking any mining operations without a valid concession granted under the Act and the rules framed thereunder in any Mining area shall be deemed to be indulging in illegal or unauthorised mining and shall be dealt in accordance with the provisions contained in this chapter.

Consequences
of illegal or
unauthorised
Mining

64. Any act of illegal or unauthorised mining shall be liable to the following :-

(i) for a first time violation, the said mineral shall be liable to be seized along with the Impounding of all such tools, equipment, vehicles or any other things used for such unauthorised operation, which may be released only upon realization of the payment of price of the mineral and the applicable royalty for the mineral extracted and, in addition, a fine which shall not be less than Ten Thousand rupees ;

(ii) for a second time violation, the said mineral shall be liable to be seized along with the impounding of all such tools, equipment, vehicles or any other things used for such unauthorised operation for a minimum period of seven days, which may be released only upon realization of the payment of price of the mineral and the applicable royalty for the mineral extracted and, in addition, a fine which shall not be less than fifteen thousand rupees ;

(iii) wherever a person is found to be indulging in such offence for the third time or more, the officer concerned shall register an FIR and handover all such tools, equipment, vehicles or any other things used for such unauthorised operation to the Police. Any such offence shall entail (a) confiscation of all such tools, equipment, vehicles or any other thing used for such unauthorised operation for a period of minimum thirty days or more, and (b) pecuniary penalty and punishment for the offence as provided under the Section 21 of the Mines and Minerals (Development and Regulation) Act, 1957

65. (1) If the person committing an offence under these rules is a company registered under the Companies Act, every person, who at the time when the offence was committed, was in-charge and was responsible to the company for the conduct of the business of company, shall be deemed to be guilty

of the offence and shall be liable to be proceeded against and punished accordingly :

Provided that nothing contained in this sub-rule shall render any such person liable to any punishment if he proves that the offence was committed without his knowledge or that he exercised all due diligence to prevent the commission of such offence.

(2) Where an offence under these rules has been committed with the consent or connivance of any Director, Manager,

Secretary or other authorised representative of the company, such
Director, Manager, Secretary or other authorised representative shall be
deemed to be guilty of that offence and shall be liable to be
proceeded against and punished accordingly.

Chapter – 13

Delegation , review and Appeals

Delegation 66. The Government may delegate any powers under these rules, save in the cases of appeals and subject to such restrictions as it may deem appropriate to the competent authority, by an executive order. Similarly, the competent authority , may delegate any of his powers under these rules, save in the case of appeals, and subject to such restrictions as he may deem appropriate, to any of his subordinate officer(s) by an executive order.

Review 67. The Director/Principal chief Conservator of Forest and Head of Forest Force, Assam may, either on an application from an aggrieved party or on his own motion , review the orders passed by b him under these rules in any matter.

Appeals 68. (1) Unless otherwise provided, an appeal against an order passed by any Sub-ordinate Officer shall lie with the Director / Principal Chief Conservator of Forest and Head of forest Force, Assam as the case may be.

(2) An appeal against the order passed by the Director / Principal Chief Conservator of Forest and Head of Forest force, Assam shall lie before the Government in the Power (E), Mines and Minerals department in respect of minerals under Schedule –‘X’ and the Environment and Forest Department in respect of minerals under Schedule – ‘Y’.

(3) No order under these rules shall be passed by the competent authority against any person unless he has been issued a show cause and given a reasonable opportunity to make a representation.

Time allowed for appeals or review appeal 69. (1) Any application for review under rule 67 and an appeal under rule 68 (1) can be preferred within a period of Sixty days of the passing of the impugned order. A delay up to thirty days beyond the permissible

period may be condoned by the Director / Principal Chief Conservator of Forest and Head of Forest Force, if found justified.

(2) A second appeal against the orders of the Director / Principal Chief Conservator of forest and head of Forest Force, under rule 68 (2) can be filed within a period of 45 days of the passing of the impugned order. A delay for up to thirty days beyond the permissible period may be condoned by the Government, if found justified.

Fee for review or appeal 70. (1) Every application for review or appeal shall be accompanied with the fee as prescribed in the Second Schedule appended to these rules.

(2) No application for review or appeal shall be entertained in matters where the applicant is in default of any Government dues, on whatsoever account, unless he deposits at least twenty five percent of such dues before filling such application and the proof for such payment of such dues before filling such application and the proof for such payment is enclosed with the application or memorandum of appeal.

Chapter – 14 Miscellaneous

Power to rectify inadvertent mistakes. 71. (1) The competent authority may at any time , within six months, from the date of the order passed under these rules, on its own motion rectify any mistake or error apparent on the face of the record, and may within the like period rectify any such mistakes or error which has been brought to its notice by an applicant for thr grant of the minor mineral(s) concession.

(2) No such rectification under sub-rule (1) above, as has or purports to have a prejudicial effect on another applicant for the grant of the mining lease , shall made unless the competent authority has given such applicant(s) notice of its intention so to do, and has allowed him / them a reasonable opportunity to make a representation thereon.

Recovery of Government dues as arrears of land revenue shall be 72. (1) Any rent, royalty, fee, contract money or other sum due to the Government or penalty imposed under these rules or under the terms and conditions of the mining lease or contract or permit and remaining unpaid, shall constitute a first charge on the assets of a mineral concession holder or the surety furnished under these rules and recoverable as arrears of Land Revenue.

Unauthorized
working
of a

73. (1) No person shall undertake any mining operations in any area, except under and in accordance with the terms and conditions mineral concession granted under these rules.

subject

(2) Notwithstanding any other punitive measures for any violations provided under the rules, any contravention of sub rule (1) shall be to the provisions contained in section 21 of the Act.

offences
cognizable
only on
written
Complaint

74. (1) No court shall take cognizance of any offence punishable under these rules except upon a complaint in writing made by the competent authority within three months of the date on which said offence to have been committed.

Relaxation in
special cases
corporation
Government.

75. (1) The Government may, for reasons to be recorded in writing, relax any provision of these rules in cases where any mineral concession is granted to any Government Department, or a company or a wholly owned or controlled by the State or Central Government.

Commencement
of the grant of a
mineral
Concession

76. A mineral concession granted under these rules, in whatever form, shall commence from the date of execution of the agreement or from such date as specified therein.

Concession
registration of
Lease Deeds/
agreement shall contract
Agreements

77. All lease deeds or contract agreements effective for a period of 11 months or more shall be duly registered with the Registrar. All expenditure on registration of the lease deed or contract shall be borne by the concession holder.

Applicability of
rules other statutes
statutes.

78. Grant of any mineral concession or other permissions under these rules shall not absolve the holder from the applicability of other statutes.

Repeal and
from savings

79. (1) The Assam Minor Mineral Concessions Rule, 1994 as amended time to time, in their application to the State of Assam are hereby repealed.

or
Concessions Rule,
have been done, taken

(2) Notwithstanding such repeal, anything done or any action taken proceedings commenced under the Assam Minor Mineral Concessions Rule, 1994 as amended from time shall be deemed to have been done, taken or commenced under these rules :

shall be deemed
rules from the date

Provided that wherever the terms and conditions of any mineral concession, granted before the commencement of these rules, are inconsistent with or repugnant to these rules, the same shall be deemed to have been modified in accordance with these rules from the date of notification thereof.

FROM ML – 1
[SEE RULE 8(5) AND 17 (1)]

Model form for execution of Mining Lease Deed

This indenture made on this _____ day of _____
201_ between the Governor of Assam acting through _____
(hereinafter referred to as the "State Government") which expression shall where the context so admits, include the successors and assigns) of the one part; and

Where the lessee is an individual :-

_____ (Name and address of the person)
(hereinafter referred to as the "Lessee" which expression shall where the context so admits, includes his heirs, executors, administrator, representatives and permitted assigns)

Where the lessee is more than one individual :-

_____ (Name and address of the person)
(hereinafter referred to as the "Lessee" which expression shall where the context so admits include their respective heirs, executors, administrator, representatives and permitted assigns)

Where the lessee is registered firm :-

_____ (Name and address of all the partners or members, where the lessee is a firm or society) all carrying on business in partnership under the firm name and style of _____(name of the firm and address) registered under Indian Partnership Act, 1932 and having their registered office at _____ (hereinafter referred to as the "Lessee" which expression shall where the context so admits include all partner of the said firm, their representatives, heirs, executors, administrator and permitted assigns).

Where the lessee is a registered company :-

_____ (Name of the company) a company registered under _____ (Act under which company incorporated) and having its registered office at _____ (address) (hereinafter referred to as the “Lessee” which expression shall where the context so admits, include its successors and permitted assigns) of the other part.

(Where lease is granted through competitive bid process under rule 8 or renewed under rule 13)

Whereas the lessee has offered the highest bid of Rs. _____(in _____ words _____ Rupees _____) in the bid / auction held on _____ for obtaining a mining lease for _____ (name of minor minerals) in respect of the lands hereinafter described in clause 2 and such bid had been accepted by the officer authorized in this behalf and the lessee has deposited with the Government, a sum of Rs. _____ (Rupees _____) as initial bid security (10% of the annual bid amount) and Shri _____ S/o Shri _____, resident of _____ District _____ (referred to as the 'surety' which expression shall where the context so admits, include his heirs, executors, administrators, representatives) has been offered as solvent surety for the aforesaid amount and whereas the lessee is in possession of a Income Tax Clearance Certificate.

Now, therefore, this deed witnesses and the parties hereby agree as follows:

Liberties and privileges to be exercised and enjoyed by the Lessee(s) :

The following liberties, power and privileges may be exercised and enjoyed by the lessee subject to the other provisions.

1. In consideration of the rents and royalties, covenants and agreements hereinafter contained and on the part of the Lessee to be paid , observed and performs, the Government hereby grants and demises up to the lessee all those mines/beds/veins/seams of _____(hereinafter referred to as the said minor minerals), situated, lying and being in or under the lands which are referred to in clause (2) together with the liberties, powers and privileges to be executed or enjoyed in connection herewith which are hereinafter mentioned in Part – I subject to the restrictions and conditions as to exercise and enjoyment of such liberties, powers and privileges which are hereinafter mentioned in Part-II and subject to other provisions of this lease.

2. The area of the said lands in as follows :

All the tract of land situated at village _____ in

_____ in
Sub-Division _____ District bearing _____ Dag No.
and _____ Patta No. containing an area of
_____ or thereabouts delineated on the plan hereto
annexed and boundary as follows :

On the North by _____;

On the South by _____;

On the East by _____;

On the West by _____;

And (hereinafter referred to as the 'said lands' or the 'leased area')

3. The lessee shall hold the premises hereby granted from the

_____ Day _____ for the term of _____ years thence
next ensuring.

Part - 1

Liberties and privileges to be exercised and enjoyed by the Lessee(s)

The following liberties and privileges may be exercised and enjoyed by the lessee subject to the other provisions :

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

Liberty at all times during the term hereby demised to enter upon the said lands and to search for mineral, bore, dig, drill for win, work, dress, process, convert, carry away and dispose of the said minor mineral(s).

2. To sink, drive and make pit, shafts and inclines, etc :

Liberty for or in connection with any of the purposes mentioned in this clause to sink, drive, make, maintain and use in the said land and pits, shafts, inclines, drifts, levels, waterways, airways and other works and to use, maintain, deepen or extend any existing works of the like nature in the said lands.

3. To bring and use machinery, equipment :

Liberty for or in connection with any of the purposes mentioned in this clause to erect, construct, maintain and use on or under the said lands any engine, machinery, plan, dressing floors, furnaces, coke, ovens, brick kilns, workshop, store houses, bungalows, godowns, shed and other buildings and other works and convenience of the like nature on or under the said lands.

4. To use water from streams, etc :

Liberty for or in connection with any of the purposes mentioned in this clause but subject to the rights of any existing or future lessess and with the written permission of the Collector concerned to appropriate and use water from any streams, water course, springs, or other source in or upon the said lands and to divert, step up or dam any such stream or water course, cultivated land, village buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs. :

Provided that the lessee shall not interfere with navigation in any navigable stream nor shall divert such without the previous written permission of the Government.

5. To fell undergrowth and utilize timber and trees, etc :

Liberty for or in connection with any of the purposes mentioned in this lease deed, to clear undergrowth and brush wood. Lessee shall not fell any trees or timber standing or found on the said lands without obtaining prior permission in writing from the Forest Department. In case such permission is granted, he shall pay in advance, the price of the trees/timber to be felled to the said officer at the rates, fixed by him.

6. To get building and roads material, etc :

Liberty for or in connection with any of the purposes, mentioned in this lease deed, to quarry and get stones, gravel and other building and road materials and ordinary clay and to use employ the same and to manufacture such clay into bricks or tiles and to use such bricks, tiles but not to sell any such materials, bricks, tiles.

7. To use land for stacking purpose :

Liberty to enter upon and use sufficient part of the surface of the said lands for the purpose of stocking , storing or depositing therein any produce of the mines including over burden or waste material and works carried on ad tools, equipment and other materials needed for mining operations.

8. To install fuel pumps or stations for diesel or petrol for self use :

Liberty to use sufficient part of the land for installing fuel pumps or stations for diesel or petrol for self use or consumption required for mining operations in the lease area, subject to permission of the authority.

9. To construct magazine for explosive and storage sheds :

Liberty to construct magazine for storage of explosive and storage sheds for explosive related substances with permission from licensing authority.

10. Liberty to seek permission for diversion of public roads, overhead electric lines:

Liberty and power to request to the competent authority for diversion of public road , overhead electric lines passing through the concession area at the expenses of the lessee ensure scientific and systematic mining.

Part –II
Restrictions as to the exercise of the liberties by the lessee

The liberties and privileges granted under Part – I are subject to the following restrictions and subject to other provisions of this lease :

1. No mining operations within the limit of public works, etc.:

The lessee shall not carry on, or allow to be carried on any mining operations :-

- (i) Within a distance of 50 meters from the outer periphery of the defined limits of any village, habitation, National Highway, State Highway and other roads, where such excavation does not require use of explosives, unless specifically relaxed and permitted by the competent authority; or
- (ii) Within a distance of 250 meters from the outer periphery of the defined limits of any village, habitation, National Highway, State Highway and other roads, where use of explosives is required, unless specifically relaxed and permitted by the competent authority or any specific dispensation is obtained from the Director, Mines Safety; or
- (iii) Within a distance of 500 meters from major structures like R.C.C Bridges, Guide bund etc. ; or
- (iv) Within a distance of 75 meters from any railway line or bridge except under and in accordance with the written permission of the railway administration concerned. The Railway Administration or the Government may in granting such permission, impose such conditions as it may deem fit.

Explanation : For the purpose of this clause the expression Railway Administration shall have the same meaning as it is defined by sub-section (4) of section 3 Of the Indian Railway Act, 1890.

Provided that where the continuance of any mining operations in any area, in the opinion of the Government is likely to endanger the safety of any

National or State Highway, road, bridge, drainage, reservoir, tank, canal or other public works, or public or private buildings or in the public interest or in the interest of environment/ecology of the area, the Government may determine the lease after giving 60 days notice to the lessee in this behalf and the lease shall stand terminated on the date mentioned in this notice.

2. Working in sand Zones :

That the lessee in respect of sand zones, shall restrict the quarrying operations to maximum four villages of the zone at any point of time during the subsistence of the lease. The lessee shall have a right to change the site any time during the subsistence of the lease on settlement of compensation with the land owners of new site of the zone from where he intends to extract sand but ceiling of maximum four villages shall be adhered to strictly and such change of site shall be intimated to the competent authority.

3. Special conditions for river bed mining :

In case of river bed mining/excavation of minor mineral (S), in order to ensure safety of river-beds, structures and the adjoining areas, the following special conditions shall be abide by the lessee :

- (a) No mining would be permissible in a river-bed up to a distance of five times of the span of a bridge on up-stream side and ten times the span of such bridge on down-stream side, subject to a minimum of 250 meters on the up-stream side and 500 meters on the down-stream side;

- (b) There shall be maintain an un-mined block of 50 meters width after every block of 1,000 meters over which mining is undertaken or at such distance as may be directed by the competent authority;
- (c) The maximum depth of mining in the river bed shall not exceed three meters measured from the un-mined bed level at any point of time with proper bench formation.
- (d) Mining shall restricted within the central 3/4th width of the river/rivulet;
- (e) No mining shall be permissible in area up to a width specified by the competent authority from the active edges of embankments;
- (f) Any other condition(s) as may be required by the competent authority in public interest.

4. Notice for surface operation in land not already in use :

Before using for surface operations any land which has not already been used for such operation, the lessee shall give notice in advance to the collector of the District, the competent authority and the officer-in-charge _____ in writing along

with copy of permission to undertake mining specifying the situation and the extend of the land proposed t be so used and the purpose for which the same is required and the said land shall not be so used, if objection is issued by the collector.

5. Not to use the land for other purposes :

The lessee shall not cultivate or use the land for any other purpose other than those specified in the lease deed.

6. Disposal of mineral (s) inside lease hold area :

The holder of mining lease shall not sell/dispose off any mineral or mineral products from the concession area without a mineral Transit Pass.

7. Stacking of mineral (s) inside lease hold area :

The lease shall not stock the mineral (s) excavated inside the lease hold area at the designated site more than twice the quantity of the average monthly production as per approved mining plan/ scheme.

8. Stacking of mineral (s) outside lease hold area :

The lessee shall not stock any minor mineral(s) granted under the lease, outside the lease hold area.

9. Stacking and storage of incidentally extracted major minerals :

In case lessee, while extracting minor mineral(s) given on lease, incidentally extracts any major mineral not given on lease, the same shall be the property of the Government and lessee shall be under an obligation to stack and store it and maintain its proper record in accordance with the direction of the competent authority, who shall also be competent to prescribe the procedure for its disposal.

10. Penalties in case of non-compliance of clause (9) :

In case it is detected that lessee has disposed off incidentally extracted major mineral referred to in sub-rule (18) of rule 38 in whole or part thereof or failed to maintain the record of stored mineral, he shall be liable to penalties as specified in sub-section (1), (4) and (5) of section 21 of the mines and minerals (Development and Regulation) 1957 and also premature determination of mining lease in terms of sub-rule (19) of rule 39 of the said rules.

11. Restrictions of mining operation above Ground water Table:

A safety margin of two meters shall be maintained above the ground water table while undertaking mining and no mining operations shall be permissible below this level unless a specific permission is obtained from the competent authority in this behalf.

12. Restriction of surface operations:

No mining operations shall be undertaken in any area prohibited by any authority or by the orders of any Court.

13. No mining operations without requisite clearance :

The lessee shall not undertake any mining operations in the area granted on mining lease without obtaining requisite clearance from the competent authority as required for undertaking mining operations.

Part – III

Covenants of the Lessee

The lessee/lessee hereby covenant(s) with the Government as follows :-

1. Rate of Royalty :

The lessee shall pay royalty on the quantity of the said minor mineral dispatched from the leased area at the rates as per First Schedule of the Assam Minor Mineral Concession Rules, 2012 and as may be revised by the State Government from time to time.

2. Surface rent :

The lessee shall pay Surface rent for the surface area occupied by him as per rule 44.

3. Dead rent :

The lessee shall pay for every year dead rent at the rate as fixed by the Government for time to time.

Where the mining lease is granted by competitive bid/auction under rule 8:- the highest bid received in the open bid/auction at the rate of per annum shall become the 'annual dead rent ' amount payable by the lessee. The rate of annual dead rent initially determined on the basis of competitive bids/auctions shall be increased @ 25% on completion of each block of three years.

Explanation : If the initially determined amount of annual dead rent is Rs.100/, it shall be increased to Rs.125/- with the commencement of the fourth year and to

Rs.156.25 with the commencement of the 7th year and so on and so forth for the next each block of three years :

Provided further that if the lease permits the working of more than one minor mineral in the same area, the Government may charge separate dead rent in respect of each minor mineral:

Provided that the mining one minor mineral does not involve the working of another minor mineral:

Provided further that the lessee/lessees shall be liable to pay the dead rent or royalty in respect of each mineral, whichever be higher but not both:

Provided further that lessee/lessees shall deposit the dead rent at the rates as revised and notified from time to time by the State Government.

4. Security deposit:

25% of the annual bid amount/ rate of dead rent. The security amount to be deposited as per following:-

- (i) 10% as initial bid security at the time of auction
- (ii) 15% of the annual bid amount before commencement of mining operations or before the expiry of period allowed, which shall not be more than 12 months, whichever is earlier:

Provided on enhancement of the dead rent after expiry of every three year period of lease the lessee shall deposit the balance amount of security so as to upscale the security amount equal to 25% of the revised annual dead rent as applicable for one year with respect to next block of three years

5. Mode of payment of dead rent /royalty and surface rent:

(a) In case of mining lease granted under rule 8, the lessee shall deposit one advance installment of dead rent before commencement of mining operations or before the expiry of period allowed, which shall not be more than 12 months, whichever is earlier, along with 15% of the balance security amount as per clause 4(a) above.

(b) The lessee during the subsistence of the lease, pay in advance to the Government the installments of the dead rent in respect of the said land given to him/ them on mining lease in four quarterly installments on the 1st of April, 1st of June, 1st of September and 1st of December of the year.

Note: The amount of one advance installment deposited at the time of commencement of the mining operations or within time allowed for the same shall be adjusted in a manner that the subsequent installments are payable for a full calendar month / quarter / year, as the case may be.

(c) The lessee shall be liable to pay the amount of royalty on the mineral excavated and dispatched at the rate specified in the first schedule or dead rent, whichever is more and not both.

(d) Where the amount of royalty payable in respect of a month exceeds the amount of dead rent deposited in advance, the lessee shall deposit such amount of royalty on the mineral extracted and dispatched or consumed by the 7 day of the following month after adjusting the amount of advance dead rent already deposited.

(e) In cases where the lessee has paid the amount of royalty or dead rent during a part of the year, which is equal to more than the annual dead rent payable for the year, he shall not be required to deposit the advance dead rent for the remaining period of the said year and the royalty for the balance part of the year shall be deposited by the 7th day of the following month.

6. Amount to be deposited on account of Mines and Mineral Development Restoration and Rehabilitation fund :

Where the lessee is operating the area, he shall also deposit/ pay an additional amount, equal to 10% of the due dead rent or royalty, whichever is more along with amount of installments on account of dead rent or

royalty, towards the 'Mines and Minerals Development Restoration and Rehabilitation Fund' separately established under these rules.

7. Interest on delayed payments :

In case of any default in payment of the installments of dead rent /contract money/ contribution to the Mines and Minerals Development (Restoration and Rehabilitation) found on the due date(s), the amount would be payable along with interest at the following rates:

Sl. No.	Period of delay	Rate of interest applicable
(i)	If paid within a period of 7 days from the due date	A grace period of up to 7 days is allowed without any interest;
(ii)	If paid after 7 days but up to 30 days of the due date	15% on the amount of default for the period of default including the grace period;
(iii)	If paid after 30 days but within 60 days of the due date	18% on the amount of default for period of default including the grace period;
(iv)	Delay beyond 60 days of the due date	If would amount to a 'breach' invite action for termination of the lease/ contract and the entire outstanding amount would be recoverable along with interest calculated @ 21% for the entire period of default.

8. Working of newly discovered minerals :

If any minor mineral, not specified in the lease, is discovered in the leased area, the lessee shall report the discovery without delay to the competent authority and shall not win or dispose of such minor mineral without obtaining a lease therefore. If he fails to apply for such a lease within six months from the discovery of the minor mineral, the competent authority may give the lease in respect of such mineral, to any other person :

Provided that the grant of such permit may be refused for reasons to be recorded in writing:

9. To commence mining operations within 180 days and carry them on properly:

Unless the competent authority for sufficient cause allows otherwise, the lessee shall commence mining operations 180 days from the date of execution of the lease and shall thereafter conduct such operations in a proper, skilful and workman like manner.

Explanation;- For the purpose of this clause, mining operations shall include the erection of machinery laying of a tramway or construction of a road in connection with the working of the mine.

10. To erect and maintain boundary pillars etc. :

The lessee shall at his own expenses, erect and at all times maintain and keep in good repairs boundary marks and pillars according to the plan annexed to the lease. Each of the pillars should be numbered and every pillar shall have GPS reading.

11. Accounts :

The lessee shall keep correct accounts showing the quantity and other particulars of all minerals obtained from the mines and the number of persons employed therein and a complete plan of the mine and shall allow any officer authorized by the Assam Government or the central Government in that behalf to examine at any time any accounts and records maintained by him, and shall furnish to the Assam Government or competent authority or the Central Government or the competent authority with such information and returns as may require.

12. To allow facilities to other lessees etc. :

In addition to the concession holder under Rule---- 5 of the Assam Minor Mineral Concession Rules.2012, the lessee shall allow existing and future licensees or lease holders/ contractors of any land which is comprised in or adjoins or is reached by the land, held by the lessee, reasonable facilities for access thereto.

13. To allow entry to officers :

The lessee shall allow any officer authorized by the Assam Government and the Central Government or competent authority to enter upon any building, excavation or land comprised in the lease for the purpose of inspecting the mines.

14. Returns:

The lessee shall :-

- (a) Submit a return in from 'MMP1' by the 7th of every month to the competent authority and also to other officer (s) specified giving the total quantity of minor

mineral(s) raised and dispatched from the leased area in the preceding calendar month and its value ;

- (b) Also furnish a statement giving information in Form 'MMP2' by the 15th April every year to the competent authority and to other Officer(s), specified regarding quantity and value of minor mineral(s) obtained during last financial year, average number of regular laborers employed (men and women separately) number of accidents, compensation paid and number of days worked separately.

15. To strengthen and support the mines :

The lessee shall strengthen and support to the satisfaction of the Railway Administration or the State Government, as the case may be any part of the mine which in its opinion requires such, strengthening or support for the safety of any railway, bridge, national highway, reservoirs, canal, road or any other public work or building.

16. Notice for use of explosives, etc. :

The lessee shall immediately give notice in writing in Form 'IMSE1' to the following:

1. The Controller General, Indian Bureau of Mines, Government of India, Nagpur ;
2. The Director General of Mines Safety, Government of India, Dhanbad;
3. The Director, Mines Safety, Government of India, Guwahati;
4. The Regional Controller of Mines, Indian Bureau of Mines, Kolkata;
5. The Competent authority;
6. The District Magistrate of the District concerned; and
7. The Office – in – charge as soon as :
 - (a) The Working in the mines extend below superjacent ground; or
 - (b) The depth of any open cast excavation measured from its highest to the lowest point reaches six meters; or
 - (c) The number of persons employed on any day is more than 50;or
 - (d) Any explosives are used.

17. Maintenance of Sanitary conditions :

The Lessee shall maintain sanitary conditions in the area held by him under the lease.

18. To pay compensation for damage and indemnify the Government :

The lessee shall make and pay such reasonable satisfaction and compensation for all damage, injury or disturbance which may be done by him in exercise of the powers granted by the lease and shall indemnify the Government against all claims which may be made by third parties in respect of such damage, injury or disturbance.

19. Application of all Acts, Rules and Regulations to this lease :

The lessee shall abide by the provisions of Mines Act. 1952, and the rules framed there under and also the provisions of other labour laws both central and State as are applicable to the workman engaged in the mines and quarries relating to the provisions of drinking water, rest shelters, dwelling houses, latrines and first – aid and medical facilities in particular and other safety and welfare provisions in general, to the satisfaction of the competent authorities under the aforesaid Acts, Rules and Regulations and also to the satisfaction of the District Magistrate concerned. In case of non compliance of any of the provisions of the enactments as aforesaid, competent authority may terminate the mining lease by giving one month's notice with forfeiture of security deposited :

Provided that the lessee shall carry out mining operations in accordance with all other provisions as applicable for undertaking mining including the provisions of Forest (Conservation) Act, 1980 and Environment (Protection) Act, 1986 and the rules made there under.

20. To report accident :

The lessee shall without delay report to the Deputy Commissioner of the district concerned and the competent authority or any other officer authorized by him, any accident which may occur at or in the leased area.

21. Delivery of possession of land and mines on the surrender or sooner determination of the lease :

At the end or sooner determination or surrender of the lease the Lessee shall deliver up the said lands and all mines (if any dug there) in a proper and

workable state, save in respect of any working as to which the Government might have sanctioned abandonment.

22. To provide electronic weighing machine :

The lessee shall provide and at all times keep at or near the pit- head at which the said mineral shall be brought to bank a properly constructed and efficient electronic weighing machine and shall weigh or caused to be weighed thereon all the said minor minerals from time to time brought to bank, sold, exported and converted products, and shall at the close of each day cause the total weights, ascertained by such means of the said minor minerals, ores, products, raised, sold, exported and converted during the previous twenty four hours to be entered in the aforesaid books of accounts. The lessee shall permit the Government at all times during the said term to employ any persons to be present at the weighing of the said minor minerals, as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee. The lessee shall give 15 days previous notice in writing to the officer – in – Charge of every such measuring or weighing in order that he or some officer on his behalf may be present thereat.

23. To secure pits shafts not fill them up :

The lessee shall well and properly secure pits and shafts and will not without permission in writing, willfully close, fill up or close any mine or shaft.

24. Not to enter upon or to commence operations in the Forest land :

The lessee shall not enter upon or commence any mining operations in any forest land comprised in the leased area except after obtaining permission in writing of the Forest Department, Assam.

25. To respect water rights and not injure adjoining property :

The lessee shall not injure or cause to deteriorate any source of water, power or water- supply and shall not in any other way render any spring or stream or water unfit to be used or to do anything to injure adjoining land, villages or houses.

26. Stocks lying at the end of the lease :

- (a) The lessee on expiry of the lease period (successful completion of the lease) shall remove already extracted all of the mineral from the premises of the quarry within a period of seven days. In case any quantity of the already extracted mineral, in the said land is left indisposed off and is not removed within seven days from the date of expiry of the period of lease the same shall be deemed to be the property of the Government who may dispose it off in any manner it may like without paying anything thereof to the lessee.
- (b) The lessee on the termination or sooner determination of the lease shall not remove extracted mineral from the premises of the leased areas. All extracted minerals in the said lands left over un- disposed after the termination or determination of lease shall be deemed to be property of the Government and competent authority, may dispose if off in any manner it may like without paying anything thereof to the lessee.

27. Payment of taxes :

The lessee shall duly and regularly pay to the appropriate authority all taxes, cusses and local dues in respect of the leased area, said minor minerals or the working of the mines.

28. Payment of additional amount for reclamation / restoration :

The lessee shall also deposit / pay additional amount equal to 10% of the amount of royalty/ dead rent along with the payment of royalty or dead rent, whichever is more, by the 7th of every month, to ensure the compliance of the Reclamation and Restoration works. This additional amount shall be refunded after satisfactory Reclamation/ Restoration of the area after mining in accordance with the Mine Closure Plan :

Provided that in case the lessee fails to reclaim/ restore the area as per mining plan to the satisfactions of the State government, the amount deposited shall be forfeited and used for the restoration of the area :

Provided further that in case no rehabilitation position of the mine comes during the tenure of the mining lease, the amount so deposited shall be kept by the State Government in the mining area development fund for future use as and when the mine reaches to a stage requiring restoration and rehabilitation.

29. Assign sublet or transfer of the lease :

The lessee shall not assign, sublet or transfer the lease to any person without obtaining prior permission in writing from the competent authority.

30. Fencing of working place :

If working place is found to be unsafe all persons shall be withdrawn by the lessee immediately from the dangerous area and all access to such working place except for the purpose of removing the danger or saving life shall be prevented by securely fencing the full width of all entrances to the place, at his own cost.

31. Fencing of excavation after termination or sooner determination of the lease:

The lessee on termination or sooner determination of the lease, shall at his own cost, suitably fence the excavations for safety as competent authority.

32. Felling of trees :

The lessee shall not fell or cut any tree, standing on the land wherein the quarry is located without obtaining prior permission in writing from the Forest Department, Assam and paying its price as fixed.

33. Security deposit shall carry no interest :

The Government shall not be responsible for any kind of loss to the lessee.

Part – IV Rights of the State Government

1. Suspension or termination of the lease :

The competent authority shall have the right to suspend or prematurely terminate the lease.

- (a) If the dead rent or royalty or surface rent or any other amount due to the Government are not paid ;

- (b) If any of the terms and conditions of the lease deed or conditions of grant or permission to undertake mining by any other statutory authority or competent authority is violated ;
- (c) If any of the provisions of these rules and other laws both central and State as are applicable to mines and minerals, are not complied with :

Provided that no orders of suspension or termination of the lease shall be passed by the competent authority without giving reasonable opportunity to show cause and following the procedure prescribed in the Assam Minor Mineral Concession Rules, 2012.

Provide further that the competent authority may also at any time after issuance of the notice for default on account of not payment of dues, enter upon the said premises and detain all or any of the mineral(s) or movable property therein and may carry away, detain or order the sale of the property so detained, or so much of it as will suffice for the satisfaction of the rent or royalty or both dues and all costs and expenses occasioned by the non- payment thereof and shall give proper receipt of the articles carried away.

2. Determination of lease in public interest :

The Government may by giving "six months" prior notice in writing determine the lease if the Government consider that the minor mineral under the lease is required for establishing an Industry beneficial to the public :

Provided that in the state of National Emergency or war, the lease may be determined without giving such notice.

3. Right of pre-emption :

The government shall from time to time and at all times during the terms of lease have the right (to be exercised by notice in writing to the lessee) of pre-emption of the said mineral(s) and all products thereof lying in or upon the said lands hereby demised or elsewhere under the control of the lessee and the lessee shall deliver all minerals or products thereof to the Government at current market rates in such quantities and in the manner at the place specified in the notice exercising the said right.

4. Penalty for not allowing entry to officers :

If the lessee or his transferee or assignee does not allow any entry or inspection under clause (13) of part –III, the competent authority may cancel the lease and forfeit in whole or part the security deposit paid by the lessee.

5. Settlement of Rent and Compensation Payable to third parties thereof :

In case the occupier(s) or owner(s) of the said land refuses his/ their consent to the exercise of the rights and powers reserved to the Government and demised to the lessee under these presents, the lessee shall report the matter to the competent authority who

Shall request the Collector of the District concerned to direct the occupier(s) or owner (s) to allow the lessee to enter the said lands and to carry out such operations as may be necessary for working the mine, on payment in advance of such rent or compensation to the occupier or owner by the lessee, as may be fixed by the collector as per the provisions of rules 46 and 47 of the rules

6. Suspension of mining operations :

The competent authority may order to suspend the mining operation after serving a notice to the lessee, in case, the following violations are noticed :-

- (a) Unsafe and unscientific mining;
- (b) Non operation of weighbridge;
- (c) Non payment of compensation to the surface owners;
- (d) Non payment of compensation to the surface owners;
- (e) Non submissions of monthly returns;

In case of violations of the aforesaid conditions and also any other terms and conditions of the agreement deed and the provisions of the rules, the competent authority may give a notice to the lessee to remedy the violations within a period of 15 days from the date of issue of the notice . In case, the violations pointed out through notice, are not remedied within the stipulated period of 15 days, the competent authority may after affording an opportunity of being heard to the lessee , order the suspension of the mining operations till such time, the defaults/defects are removed by the lessee within the time frame (within a maximum period of six months) granted by the competent authority. During the period of suspension of mining operation, the lessee will be allowed only to undertake rectification work for removal of the defects and shall not dispose of the mineral. During the suspension period, the lessee shall be under the obligation to deposit the amount of the dead rent on the due dates.

On satisfactory removal of the defects, the competent authority may revoke the suspension orders with or without any modification. Non removal of the defects/ defaults during the suspension period and within the time allowing by the competent authority, shall lend to premature termination of lease.

Part-V General

1. Cancellation:

The lease shall be liable to be cancelled by the competent authority if the lessee cease to work the mine for a continued period of six months without obtaining written sanction.

2. Notices:

Every notice by these presents required to be given to the lessee shall be given in writing to such person resident on the said lands as the lessee may appoint for the

Purpose of receiving such notices and if there shall have been no such appointment then every such notice shall be sent to the lessee by registered post addressed to the lessee at the address recorded in this lease or at such other address in India as the lessee may from time to time in writing to the competent authority designate for the receipt of notices 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. Recovery of government dues as arrears of land revenue:

Without prejudice to any other mode of recovery authorized by any provision of this lease or by any law, all amount, falling due hereunder against the lessee may be recovered as arrears of land revenue under the law in force for such recovery.

4. Forfeiture of property left more than three months after expiry or determination of lease :

The lessee should remove his property lying on the said lands within three months after the expiry or sooner determination of the lease or after the date from which any surrender by the lessee of the said lands under relevant rules of the Assam Minor Mineral Concession Rules, 2012 becomes effective, as the case may be, the property left after the aforesaid period shall become the property of the government and may be sold or disposed of in such manner as the competent authority shall deem fit without liability to pay any compensation therefore, to the lessee.

5. Security and forfeiture thereof :

- a. The competent authority may forfeit the whole or any part of the amount deposited as "Security" under this lease, in case the lessee commits a breach(s) of any covenants to be performed by the lessee under this lease.

- b. Whenever the said security deposit or any part thereof of any further sum hereafter deposited with the competent authority in replenishment thereof is forfeited under sub clause (a) or applied by the competent authority under this lease (which the Government is hereby authorized to do) the lessee shall immediately deposit with the inappropiate part thereof bring the amount in deposit with the Government up to the requisite amount of security at that point of time of lease.
- c. The rights conferred to the Government by clause (a) shall be without prejudice to the rights conferred on the State Government by any other provision of this lease or by any law.
- d. On such date as the competent authority may elect within twelve calendar months after the determination of this lease or any renewal thereof, the amount of security deposit paid in respect of this lease and than remaining in deposit with the Government and not required to be applied to any of the purposes mentioned in this lease shall be refunded to the lessee. No interest shall run on the security deposit.

6. Surrender of a mining lease by the lessee :

When a mining lease is granted arrangement shall be made, if necessary, at the expense of the lessee, for the survey and demarcation of the area granted under the lease. The lessee shall have to bear actual expenses of the staff deputed for the work. Actual expenses will include travelling allowances, daily allowances and salary of staff plus 10 percent as instrument charges.

7. Surrender of a mining lease by the lessee :

The Government may accept the request of a lease holder for surrender of a lease or part thereof in cases where it is established that it has not been found feasible to operate the lease grant for whatsoever reasons subject to the condition that the lessee :

- (i) Has been regular in furnishing the production returns as required in terms of the lease agreement;
- (ii) Has been taking the requisite steps for the progressive mine closure plan as per the conditions of the lease grant;
- (iii) Is not in default of payment of any dues of the Government as on the date of making such application and undertakes to pay all such dues till the date of expiry of the notice period either in cash in advance or by way of adjustment of the security or both;

Provided that in case the lessee makes an application for surrender of part area of lease, it shall not result in any prorated reduction of the dead rent and the rate of dead rent payable and applicable for the entire area at the time of such application shall remain intact.

8. Penalty for repeated breaches :

In case of repeated breaches of covenants and agreements by the lessee for which notice has been given by the competent authority in accordance with Sub- rule (1) of Rule 55 and /or sub rule(1) of rule 56 of Assam Mineral Concession Rules, 2012 on earlier occasions, the competent authority without giving any further notice, may impose such penalty not exceeding twice the amount of annual dead rent specified in clause 3 of part- III of this form.

9. Obtaining sales tax number :

The lessee shall get himself registered with the commercial taxes Department of Assam State and shall obtain the state Tax Number.

10. Overriding effect :

Unless otherwise specifically provide, it is agreed that this deed shall be governed by the provisions of the Mines and Minerals (Development and Regulation) Act. 1957 (67 of 1957) and the rules made there under. The provisions of the Act. And rules shall prevail over the terms and conditions of the agreement.

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

Signature of the Lessee

Assam.

For and on behalf of the Government of

Witness :-

1. _____

2. _____

Signature of surety

Witness

1. _____

2. _____

FORM ML- 2
{See rule9(1)}
(Register of application for grant/ renewal of Mining Lease)

1	Serial Number
2	Date of application for grant or renewal of mining lease
3	Date on which application was received by the Receiving officer
4	Name of applicant with full address
5	Situation of the land applied for viz village and district with details
6	Estimated area of the land
7	Particulars of minerals which the applicant intends to mine
8	Amount of application fee paid
9	Final disposal of application together with number and date of the order
10	Remarks
11	Signatures of the officer

FORM ML- 3
{See rule9(1)}
(Mining Lease Register)

1	Serial number	
2	(a) Date of application (b) Date of receipt of the application	
3	Name and address of the applicant	
4	Situation and boundaries of the land	
5	The mineral granted under mining lease	
6	The total area	
7	Number and date of grant of the lease	
8	Period for which granted	
9	Date of execution of the lease deed	
10	Number, and date of grant of the lease	
11	Amount of security deposited	
12	Particulars of disposal or refund of security deposit	

13	Date of assignment of transfer of the lease, if any and fee paid thereof and names of the parties thereto	
14	Date of expiry or relinquishment or cancellation	
15	Date from which the area is available for re- grant	
16	Signature of the officer- in charge	

FROM ML- 4

{See rule 12(10)}

(Model form for transfer of Mining lease / Mining Contract)

The indenture made this _____ day of 20..... between (Name of the person with address and occupation) (hereinafter referred to as the “ transferor” which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns).or

Where the transferors are more than one individuals (Name of the persons with address and occupations) and (Name of the persons with address and occupations) (hereinafter referred to as the “ transferor “ which expression shall were the context so admits be deemed to include their heirs, executors, administrators, representatives and their permitted assigns) . or

Where the transferor is a registered firm (Name of the persons with address of on the partners) all carrying on business in partnership under the firm

name and style of (Name of the firm) registered under the Indian partnership Act. 1932 (9 of 1932) and having their registered office at (Address) (hereinafter referred to as the "transferor" which expression shall where the context so admits shall be deemed to include all the said partners, their respective heirs, executors, legal representatives and their permitted assigns). Or

Where the transferor is a registered company (Name of company) a company registered under the companies Atc. 1956 and having its registered office at (Address) (hereinafter referred to as the "transferor" which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the first part.

Where the transferee is an individual..... (Name of the person with address and occupation) (hereinafter referred to as the "transferee" which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns). Or

Where the transferees are more than one individuals (Name of the persons with address and occupations) and (Name of the persons with address and occupations) (hereinafter referred to as the "transferee" which expression shall where the context so admits be deemed to include their heirs, executors, administrators representatives and their permitted assigns). Or

Where the transferees is a registered firm..... (Name of the persons with address of on the partners) all carrying on business in partnership under the firm name and style of (Name of the firm) registered under the Indian partnership Act. 1932 (9 of 1932) and having their registered office at (Address) (hereinafter referred

to as the "transferor" which expression shall where the context so admits shall be deemed to include all the said partners, their respective heirs, executors, legal representatives and their permitted assigns).

Where the transferor is a registered company (Name of company) a company registered under the companies Atc. 1956 and having its registered office at (Address) (hereinafter referred to as

the "transferor" which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the second part.

Where the Government of Assam c the "Government " which expression shall where the context so admits be deemed to include successors and assigns) of the third part.

Whereas by virtue of an indenture of lease dated the (dated) (hereinafter referred to as lease) the original whereof is attached hereto and marked 'A' entered into between the Government (therein called the lesser) and the transferor (therein called the lessee/ contractor) is entitled to search for, win and work the mines and minerals in respect of (Name of the minerals) in the land described in Schedule thereto and also in schedule annexed thereto for the term and subject to the payment of rents and royalties and observance and performance of the lessee 's/ contractor's covenant and conditions in the said deed of lease/ contract reserved and contained including a covenant not to assign the lease/ contract or any interest there under without the previous sanction of the Government .

Whereas the transferor is now desirous of transferring and assigning the lease/ contract to the transferee and the Government has, at the request of the transferor, granted permission to the transferor vide order No..... dated to such a transfer and assignment of the lease/ contract upon the conditions of the transferees entering into an agreement is and containing the terms and conditions hereinafter set forth.

Now this Deed Witnesseth as follows :

2. The transferee hereby covenants with the Government that from and after the transfer and assignment of the lease/ contract, the transfer shall be bound by, and be liable to perform, observe and conform and be subject to all the provisions of all the covenants, stipulations and conditions contained in said hereinbefore recited lease in the same manner in all respects as if the lease /contract had been granted to the transferee as the lease/contractor there under and he had originally executed it such.
3. It is further hereby agreed and declared by the transferor of the one part and transferee of the other part that ;-
 - (i) The transferor and transferee declare they have censured that the mineral rights over the area for which the mining lease /contract is being transferred vest in the Government ;

- (ii) The transferor hereby declares that he has not assigned subject, mortgaged or any other manner, transferred the mining lease/ contract now being transferred and that no other person has any right, title or interest where under in the present mining lease/ contract being transferred;
- (iii) The transferor further declares that he has not entered into or made any agreement, contract or understanding whereby he has been or is being directly or indirectly financed to a substantial extent by or under which the transferor 's operation or understandings were or are being substantially controlled by any person or body of persons other than the transferor;
- (iv) The transferee hereby declares that he has accepted all the conditions and liabilities which the transferor was having in respect of such mining lease/ contract;
- (v) The transferee further declares that he is financially capable of and will directly undertake mining operations;
- (vi) The transferee further declares that he has filed an affidavit stating that he has filed up to date income tax returns, paid the income tax assessed as provided in the income Tax Act. 1961 (43 of 1961);
- (vii) The transferor has supplied to the transferee the original or certified copies of all the plans of abandoned workings in the area and in a belt 65 meters width surrounding it ;
- (viii) The transferee hereby further declares that as a consequence of this transfer, the total area held by him under mineral concession are not in contravention of the provisions of the Rules;
- (ix) The transferor has paid all the rents, royalties, and other dues towards Government till the date, in respect of this lease;

In witness whereof the parties hereto have signed on the date and year first above written.

Signature of the transferor

Witness;-

For and on behalf of the Government Assam

1.

1.....

2.

2.

Signature of Transferee

Witness;-

1.

2.

FORM ML – 5

See rule 13(2)

(Application for renewal of Mining lease)

Received at _____ (place) _____ (Hours)

on the _____ day of _____

From

To

The _____

- I. I/ we hereby apply for renewal of mining leases for _____ (name of the minor mineral(s) for a term of _____ year over _____ hectares of the land in the area specified in the Schedule.
- II. A sum of Rs.....on account of application fee payable under rule 13 of the Assam Minor Mineral Concession Rules, 2012, deposited in the Government Treasury and receipted challan thereof/ Demand Bank Draft No. -----dated-----is enclosed.
- III. The required particular are given below : -

PARTICULARS

1	Name of applicant individual/firm/company or society	
---	--	--

2	Nationality of the individual or place of registration or incorporation of firm or company and place of business.	
3	Profession or nature of business of individual or firm or company and place of business.	
4	Address of the individual/ firm / company or society.	
5	Name of Minor Minerals which the applicant intends to mine.	
6	Period for which the original lease was granted.	

7	<p>Manner in which the Minor Mineral(s) is to be utilized</p> <p>(a) For manufacture</p> <p>(b) For sale</p> <p>(c) Any other purpose</p> <p>In case of manufacture, the industries in connection with it is required should be specified.</p>	
---	--	--

8	A description illustrated by a map or plan (in triplicate) showing as accurate as possible the situation, boundaries and area of land in respect of which the lease is required and where the area is un-surveyed the location of the area should be shown by some permanent physical features i.e.	
9	<p>A statement showing all the areas within jurisdiction of the Government :-</p> <p>(i) Already held by me/us in my/ our name/names (and jointly with others) under quarrying leases specifying the names of minor minerals.</p> <p>(ii) Already applied for but not yet granted, and</p> <p>(iii) Applied for simultaneously or being applied for in the State.</p> <p>Note: No application will be held to be complete for the purpose of priority unless it furnishes the particular required by paragraphs i), ii) and iii) and is properly signed and stamped.</p>	
10	Period for which renewal of mining lease is required	
11	Whether renewal is applied for the whole or part of the lease held	
12	<p>In case the renewal applied for is only for part of the lease held:-</p> <p>a. The area applied for renewal.</p> <p>b. Description of the area applied for renewal.</p> <p>c. Map (in triplicate) of the lease held with area applied for renewal clearly marked on it (copy of map attached).</p>	
13	Means by which the minor mineral is to be raised i.e. by hand, labour or mechanical or electric power	
14	Year-wise quantity of the mineral(s) excavated along with royalty paid in each year since grant of lease. (Attached no duo certificate of concerned Officer-In-charge.	
15	Mineral reserves available	
16	Details of explorations undertaken, if any	

17	Details of the mined out areas restored/ reclaimed/ rehabilitated as per progressive mine closure plan	
18	Details of the sites of overburden restored	
19	Details of the compliance of:- i) Environmental clearance ii) Mining plan/ scheme of mining; iii) Safety provisions as per the Mines Act, 1952 and the rules and regulations framed there under; and iv) Other relevant laws and terms and conditions applicable on Mines and Minerals	
20	Details of defaults, if any, in submission of production returns, payment of royalty/dead rent and found wanting in taking adequate measures for labour safety.	
21	Details of investment made in development of mine, plant and machinery with a long term perspective and optimal benefit of the same could not have derived during the original period of lease	
22	Any other particulars which the applicant wishes to furnish.	
Schedule giving description of the area applied for		
1	Name of village, Sub-Division and District	
2	In the case of forest land, the name of the range and Division	
3	Dag and Patta Numbers and area of each field or part thereof	
3.1	Patta No. a) b)	Area a) b)
3.2	Full description of the area applied for with regard to its natural features:-	
3.3	Felling series and working circle, if any	
3.4	District	

(Signature of applicant)

Place _____

Date _____

N.B. – If the application is signed by an authorised agent of the applicant, power of attorney should be attached.

This is not necessary if whole village or a well defined portion thereof is applied for or if the area lies in Government Forest. If all the numbers cannot be entered in this form they should be continued on a separate sheet attached to it and signed. Where a portion of a Patta number only is required the approximate area of such portion will suffice.

FORM ML- 6
(See rule 14)
(Acknowledgement of Application for renewal of Mining Lease)
Government of Assam

No.

Dated

Received the application with the following enclosure for a mining lease in respect of minor mineral of Shri/M/s _____ at _____ AM/PM on _____ for about _____ hectares of land village _____ sub-division _____ district _____ for mining of _____ (Name of the minor mineral):

Place:

Signature and Designation of

Dated:

The Receiving Officer.

Enclosures:

FORM MC-1

{{(see rule 18 (3) and 22 (1))}}

(Model Form for execution of mining contract)

The indenture made on this _____ day of _____ 20
between the Governor of Assam acting through _____ (hereinafter referred
to as the "State Government" which expression shall where the context so admits,
include the successors and assigns) of the one part; and

Where the Contractor is an individual:- _____ (Name and address
of the person) (hereinafter referred to as the "Contractor" which expression shall
where the context so admits, includes his heirs, executors, administrator,
representatives and permitted assigns)

Where the Contractor is more than one individual:- _____
(Name and address of persons) (hereinafter referred to as the "Contractor" which

expression shall where the context so admits include their respective heirs, executors, administrators, representatives and permitted assigns)

Where the Contractor is registered firm:- _____ (Name and address of all partners or members, where the “Contractor” are a firm or society) all carrying on business in partnership under the firm name and style of _____ (name of the firm and address) registered under Indian Partnership Act 1932 and having their registered office at (hereinafter referred to as the :Contractor” which expression shall where the context so admits include all partner of the said firm their repetitive, heirs, executors/Administrators and permitted assigns).

Where the Contractor is a registered company:- _____ (Name of the company) a company registered under _____ (Act under which company incorporated) and having its registered office at _____ (address) (hereinafter referred as the “ Contractor” which expression shall where the context so admits, include its successors and permitted assigns) of the other part.

Whereas the “Contractor” has offered the highest bid of Rs. _____ (in words Rupees _____) in the bid/auction held for obtaining a mining contract for _____ cu.m. (in words _____ cubic meters (name of minor minerals) in respect of the lands hereinafter described in clause 2 and such bid had been accepted by the officer authorized in this behalf and the contractor has been accepted by the officer authorized in this behalf and the contractor has deposited with the Government, a sum of RS. _____ (Rupees _____) as initial bid security **(10% of the annual bid amount)** and Shri _____ S/o Shri _____ resident of _____ District _____ (referred to as the surety which expression shall where the context so admits, include his heirs, executors, administrators, representatives) has been offered as solvent surety for the aforesaid

amount, and whereas the contractor is in possession of a Income Tax Clearance Certificate.

Now, therefore, this deed witnesses and the parties hereby agree as follows:-

Liberties and privileges to be exercised and enjoyed by the Contractor.

The following liberties, powers and privileges may be exercised and enjoyed by the contractor subject to the other provisions of contract :-

(1) In consideration of the contract money, covenants and agreements hereinafter contained and on the part of the Contractor to be paid, observed and performed the Government hereby grants and demises unto the contractor all those mines/beds/veins/seams of _____ (hereinafter referred to as the said minor minerals,) situated, lying and being in or under the lands which are referred to in clause (b) together with the liberties, powers and privileges to be executed or enjoyed in connection herewith which are hereinafter mentioned in Part-I subjects to the restrictions and conditions as to exercise and enjoyment of such liberties, and privileges which are hereinafter mentioned in part –II and subject to other provisions of this contract.

(2) All the tract of land situated at village _____ in Sub Division _____ District _____ bearing Das and Patta Nos. _____ containing an area of _____ or thereabouts delineated on the plan hereto annexed and bounded as follows;

On the North by _____;

On the North by _____;

On the North by _____;

On the North by _____;

and (hereinafter referred to as the 'said lands' or the 'Contract area')

(3) The contractor shall hold the premise hereby granted and demised from the _____ day _____ for the term of _____ years thence next ensuing.

Part – I

Liberties and privileges to be exercised and enjoyed by the Contractor

The following liberties and privileges may be exercised and enjoyed by the contractor subject to the other provision of contract :-

i. To enter upon land and search for win work:

Liberty at all times during the term hereby demised to enter upon the said lands and to search for mineral, bore, dig drill for win, work, dress, process, convert, carry away and dispose of the said minor mineral(s).

ii. To sink, drive and make pit, shafts and inclines:

Liberty to sink, drive, make, maintain, and use in the said land and pits, shafts, inclines, drifts, levels waterways, airways and other works and to use, maintain, deepen or extend any existing works of the like nature in the said lands.

iii. To bring and use machinery, equipment:

Liberty to erect, construct, maintain and use on or under the said lands any engine, machinery, plan, dressing floors, furnaces, coke ovens, brick kilns, workshop, store houses, bungalows, godowns, shed and other buildings and other works and conveniences of the like nature on or under the said lands.

iv. To use water from streams:

Liberty but subject to the rights of any existing or future contractor and with the written permission of the Collector concerned to appropriate and use water from any streams, water course, springs or other source in or upon the said lands and to divert, step up or dam any such stream or water- course and collect or impound any such water and to make, construct and maintain any water course, cultivated land, village buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs: provided that the contractor/contractors shall not interfere with navigation in any navigable stream nor shall divert such stream without the previous written permission of the Government.

v. To fell undergrowth and utilizes timber and trees:

Liberty clear undergrowth and brush wood. Contractor shall not fell any trees or timber standing or found on the said lands without obtaining prior permission in writing from the Forest Department. In case such permission is granted, he shall pay in advance, the price of the trees/timber to be felled to the said Officer at the rates, fixed by him.

vi. To get building and roads material:

Liberty to quarry and get stones, gravel and other building and road materials and ordinary clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use bricks, tiles but not to sell any such material, brick, tiles.

vii. To use land for stacking purpose:

Liberty to use a sufficient part of the surface of the said lands for the purpose of stocking, storing or depositing therein any produce of the mines including over burden/waste material and works carried on and tools, equipment and other materials needed for mining operations.

viii. To install fuel pumps or stations for Diesel or petrol for self use:

Liberty to use a sufficient part of the land for installing fuel pumps or stations for diesel or petrol for self use/consumption required for mining operations in the contract area, subject to permission of the authority.

ix. To construct magazine for explosive and storage sheds:

Liberty construct magazine for storage of explosive and storage sheds for explosive related substances with permission from licensing authority.

x. Liberty to seek permission for diversion of public roads, overhead electric lines:

Liberty to request the competent authority for diversion of public roads over head electric lines passing through the concession area at the expenses of leases to ensure scientific and systematic mining.

Part – II

Restrictions as to Exercise of the Liberties by the contractor.

The liberties and privileges granted under Part – I are subject to the following restrictions and subject to other provisions of this contract:-

1. No mining operations within the limit of public works:

The contractor shall not carry on, or allow to be carried on any mining operations:-

- (i) Within a distance of 50 meters from the outer periphery of the defined limits of any village *habitation*, National Highway, State Highway and

other roads where such excavation does not require use of explosives, unless specifically relaxed and permitted by the competent authority; or

- (ii) Within a distance of 250 meters from the outer periphery of the defined limits of any village *habitation*, National Highway, State Highway and other roads where use of explosive is required, unless specifically relaxed and permitted by the competent authority or any specific dispensation is obtain from the Director, Mines Safety; or
- (iii) Within a distance of 500 meters from major structures like R.C.C Bridge, Guide bund etc; or
- (iv) Within a distance of 75 meters from any railway line or bridge except under and in accordance with the written permission of the railway administration concerned, The Railway Administration or the government may in granting such permission, impose such conditions as it may deem fit.

Explanation:- For the purpose of this clause the expression Railway Administration shall have the same meaning as it is defined by sub section (4) of section 3 of the Indian Railway Act, 1890;

Provided that where the continuance of any mining operations in any area, in the opinion of the Government is likely to endanger the safety of any National of State Highway, road, bridge, reservoir, tank canal or other public works, or public or private building or in the public interest or in the interest environment/ ecology of the area, the Government may determine the contract after giving 60 days notice to the contractor in this behalf and the contract shall stand terminated on the date mentioned in the notice.

2. Working in sand zones:

That the contractor in respect of sand zones, shall restrict the quarrying operations to maximum four villages of the zone at any point of time during subsistence of the contractor. The contractor shall have a right to change the site at any time during the subsistence of the contract on settlement of compensation with the land owners of new site of the zone from where he intend to extract sand but

ceiling of maximum four villages shall be adhered to strictly and such change of site shall be intimated to the competent authority.

3. Special conditions for river bed mining:

In case of river bed mining/ excavation of minor mineral(s), in order to ensure safety of riverbeds, structures and the adjoining areas, the following special conditions shall be abide by the contractor:

- (a) No mining would be permissible in a river – bed up to a distance of five times of the span of a bridge on up-stream side and ten times the span of such bridge on down-stream side, subject to a minimum of 250 meters on the up-stream side and 500 meters on the downstream side.
- (b) There shall be maintained an un-mind block of 50 meters width after every block of 1000 meters over which mining is undertaken or at such distance as may be directed by the competent authority;
- (c) The maximum depth of mining in the river – bed shall not exceed three meters measured from the un-mind bed level at any point in time with proper bench formation
- (d) Mining shall be restricted within the central 3/4th width of the river rivulet.
- (e) No mining shall be permissible in an area up to a width specified by the competent authority from the active edge of embankments;
- (f) Any other condition(s), as may be required by the competent authority in public interest.

4. Notice for surface operation in land not already in use:

Before using for surface operation any land which has not already been used for such operation, the contractor shall give notice in advance to the Collector of the district, the component authority and the Officer-in-Charge_____ in writing along with copy of permission to undertake mining specifying the situation and the extend of the land proposed to be so used and the purpose for which the same is required and the said land shall not be so used, if objection is used by the Collector.

5. Not to used the land for other purposes:

The contractor shall not cultivate or used the land for any other purposes other than those specified in the contract-deed.

6. Display of mineral(s) only on issuance of Mineral Transit Pass:

The holder of mining contract shall not be sell/dispose off any mineral or mineral products from the concession area without a Mineral Transit Pass.

7. Stacking of mineral(s) inside contract hold area:

The contractor shall not stock the mineral(s) excavated inside the contract hold area at the designated site more than twice the quantity of the average monthly production as per approved mining plan/ scheme.

8. Stacking of mineral(s) outside contract hold area:

The contractor shall not stock any minor mineral(s) granted under the contract, outside the contract hold area.

9. Stacking and storage of incidentally extracted major minerals:

In case contractor, while extracting minor mineral given on contract, incidentally extracts any major mineral not given on contract, the same shall be the property of the Government and contractor shall be under an obligation to stack and store it and maintain its proper record in accordance with the direction of the competent authority who shall also be competent to prescribe the procedure for its disposal.

10. Penalties in case of non-compliance of clause (9):

In case it is detected that contractor has disposed off incidentally extracted major mineral referred to in clause 9 above or in sub rule (18) of rule 38, in whole or part there of or failed to maintain the record of stored mineral, he shall be liable to penalties under the act and also premature determination of mining contract in terms of sub rule (19) of Rule 39 of the said rules.

11. Restrictions of mining operations above Ground Water Table:

A safety margin of two meters shall be maintained above the ground water table while undertaking mining and no mining operations shall be permissible below this

level unless a specific permission is obtained from the competent authority in this behalf.

12. Restriction of surface operations:

No mining operation shall be undertaken in any area prohibited by any authority or by the orders of any court.

13. No mining operations without requisite clearance:

The contractor shall not undertake any mining operations in the area granted on mining contract without obtaining requisite clearance from the competent authority as required for undertaking mining operations.

Part – III

Covenants of the contract

The contractor hereby covenant with the Government as follows:-

1. Surface rent

The contractor shall pay for the surface area occupied by him, surface rent at the rate of Rs..... (Rupees.....) per annum.

2. Security deposit :

In case of mining contract granted through competitive bid/auction under rule 18: 25% of the annual bid amount / rate of contract money. The security amount to be deposited as per following : -

- (i) 10% of initial bid security at the time of auction; and
- (ii) 15% of the annual amount before commencement of mining operations:

Provided on enhancement of the contract money after expiry of every three year period of contract shall deposit the balance amount of security so as to up-scale the security amount equal to 25% of the revised annual contract money as applicable for one year with respect to next block of three years.

3. Mode of payment of contract money and surface rent:

- (a) The contract shall deposit one advance instalment of contract money before commencement of mining operations or before the expiry of period allowed along with 15% of the balance security amount as per clause 2 above.
- (b) The contract, during the subsistence of the contract, shall pay in advance to the Government the instalments of the contract money in respect of the said land given to him mining contract in four quarterly instalments on the 1st April, 1st of June, 1st of September and 1st December of the year.

Note: The amount of one advance instalment deposited at the time of commencement of the mining operations or within time allowed for the same shall be adjusted in a manner that the subsequent instalments are payable for a full calendar month/quarter/year, as the case may be.

4. Amount to be deposited on account of Fund

Where the contract is operating the area, he shall also pay an additional amount, equal 10% of the due contract money along with amount of instalments on account of dead rent or royalty, towards the Fund.

5. Interest on delayed payments.

In case of any default in payment of the instalments of contract money/ contribution to the Fund on the due date(s), the amount would be payable along with interest at the following rates:

Serial Number	Period of delay	Rate of Interest applicable
(i)	If paid within a period of 7 days from the due date	A grace period of up to 7 days is allowed without any interest
(ii)	If paid after 7 days but up to 30	15% on the amount of default for the period

	days of the due date.	of default including the grace period;
(iii)	If paid after 30days but within 60 days of the due date	18% on the amount of default for the period of default including the grace period;
(iv)	Delay beyond 60 days of the due date	It would amount to a 'breach' , invite action for termination of the contract and the entire outstanding amount would be recoverable along with interest calculated @ 21% for the entire period of default

6. Working of newly discovered minerals:

If any minor mineral, not specified in the contract, is discovered in the contracted area, the contractor shall report the discovery without delay to the competent authority and shall not win or dispose of such minor mineral without obtaining a separate mineral concession there for. If he fail to apply for such a mineral concession in respect of such mineral, to any other person:

7. To commence mining operations with 180 days and carry them on properly:

Unless the competent authority for sufficient cause allows otherwise, the contractor shall commence mining operations 180 days from the date of execution of the contract

and shall there after conduct such operations in a proper, skiful and unknown like manner.

Explanation: - For the purpose of this clause, mining operations shall include the erection of machinery laying of a tramway or construction of a road in connection with the working of the mine.

8. To erect and maintain boundary pillars :

The contractor shall at his own expenses, erect and all times maintain and keep in good repairs boundary marks and pillars according to the plan annexed to the contract. Each of the pillars should be numbered and every pillars shall have GPS reading.

9. Accounts :

The contractor shall keep Correct accounts showing the quality and other particulars of all minerals obtained from the mines and the number of persons employed there in and complete plan of the3 mine and shall allow

any officer authorised by the Government or the Central Government or the component authority in that behalf to examine at any time accounts and records maintained by him, and shall furnish to the Government or the Central Government or the competent authority with such information and returns as it may require.

10. To allow facilities to other to other lessees etc. :

In addition to the concession holder under Rules – 5 of Assam Minor Mineral Concession Rules, 2012, the lessee shall allow existing and future contractor of any land which is comprised in or adjoins or is reached by the land, held by the leases, reasonable facilities for access thereto.

11. To allow entry to officers:

The contractor shall allow any officer authorised by the Government or the Central Government or the competent authority to the entire upon any building, excavation or land comprised in the contract for the purpose of inspecting the mines.

12. Returns: - The contractor shall :-

(a) Submit a return in Form 'MMP1' by the 7th of every month to the component authority and also to other officer (s) giving the total quantity of minor minerals(s) raised and dispatched from the contracted area the preceding calendar month and its value:

(b) Also furnished a statement giving information in Form 'MMP2' by the 15th April every year to the competent authority and to the other officer(s), regarding quantity and value of minor mineral obtained during last financial year, average number of regular labourers employed (men and women separately) number of accidents, compensation paid and number of days worked separately.

13. To strengthen and support the mines:

The contractor shall strengthen and support to the satisfaction of the Railway Administration or the State Government, as the case may be any part of the mine which in its opinion requires such, strengthening or support for the safety of any railway, bridge, national highway, reservation, canal, road or any other public work building.

14. Notice for use of explosive, etc:

The contractor shall immediately give notice in writing in Form 'MSE-1' to the following:

1. The Controller General, Indian Bureau of Mines, Government of India, Nagpur;
2. The Director General of Mines Safety, Govt. Of India, Dhanbad;
3. The Director, Mines Safety, Govt of India, Guwahati;
4. The Regional Controller of Mines, Indian Bureau of Mines, Kolkata;
5. The competent authority;
6. The District Magistrate of the District concerned; and
7. The office-in-charge as soon as:
 - (a) The working in the mines extended below superjacent ground;
 - (b) The depth of any open cast excavation measured from its highest to the lowest point reaches six metres; or
 - (c) The number of persons employed on any day is more than 50;
or
 - (d) Any explosives are used.

15. Maintenance of Sanitary conditions:

The contractor shall maintain sanitary conditions in the area held by him under the contract.

16. To pay compensation for damage and indemnify the Government:

The contractor shall make and pay such reasonable satisfaction and compensation for all damage, injury or disturbance which may be done by him in exercise of the powers granted by the contract and shall indemnify the Government against all claims which may be made by third parties in respect of such damage, injury or disturbance.

17. Application of all Acts, Rules and Regulations to this contract:

The contractor abide by the provision of Mines Act, 1952 and the rules and regulations framed there under and also provisions of other labour laws both Central and States as per applicable to the workmen engaged in the mines and quarries relating to the provisions of drinking water, rest shelters, dwelling houses, latrines and first-aid and medical facilities in particular and other safety and welfare provisions in general, to the satisfaction of the competent authorities under the

aforesaid Acts, Rules and Regulations and also to the satisfaction of the District Magistrate concerned. In case of non compliance of any of the provision of the enactments as aforesaid, the competent

authority may terminate the mining contract by giving one month's notice with forfeiture of security deposited or :

provided that the contract shall carry out mining in accordance with all other provisions as applicable for undertaking mining including provision of Forest (Conservation) Act, 1980 and Environment (Protection) Act, 1986 and the rules made there under.

18. To report accident:

The contractor shall without delay report to the Deputy Commissioner of the district concerned and the competent authority or any other office authorised by him, any accident which may occur at or in the contract area.

19. Delivery of possession of land and mines on the surrender or sooner determination of the contract :

At the end or sooner determination or surrender of the contract, the contractor shall deliver up the said lands and all mines (if any dug there) in a proper and workable State, save in respect of any working as to which the Government might have sanctioned abandonment.

20. To provide electronic weighing machine :

The contractor shall provide and at all times keep at or near pit-head at which the said mineral shall be brought to bank properly constructed and efficient weighing machine and shall weigh or caused to be weighed thereon all the said minor minerals from time to time brought to bank, sold, exported and converted products, and shall at the close of each day cause the total weights, ascertained by such means of the said minor minerals, ores, products, raised, sold, exported and converted during the previous twenty four hours to be entered in the aforesaid books of accounts. The contractor shall permit the Government at all times during the said term to employ any persons to be present at the weighing of the said minor minerals, as aforesaid and to keep accounts thereof and check the accounts kept by him. The contractor shall give 15days pervious notice in writing to the Officer-in-Charge_____ of every such measuring or weighing in order that he or some officer on his behalf may be present thereat.

21. To secure pits shafts not fill them up:

The contractor shall well and properly secure pits and shafts and will not without permission in writing , will fully up or close any mine or shaft.

22. Not to enter upon or to commence operation in the reserved protected Forest :

The contractor shall not enter upon or commence any mining operations in any forest land comprised in the contracted area except after previously obtaining permission in writing of the forest Department, Assam.

23. To respect water rights and not injure adjoining property :

The contractor shall not injure or cause to deteriorate any source of water, power or water supply and shall not in any other way render any spring or stream or water unfit to be used or to do anything to injure adjoining land, village or houses.

24. Stock lying at the end of the contract:-

- (a) The contractor on expiry of the contact period (successful completion of the contract) shall remove already extracted all of the mineral from the premises of the quarry within a period of seven days. In case any quantity of the already extracted mineral, in the said land is left undisposed off and is not removed within seven days from the date of expiry of the period of contract the same shall be deemed to be the property of the Government and competent authority may dispose it off in any manner it may like without paying thereof to the contractor.
- (b) The contractor on the termination or sooner determination of the contract shall not remove extracted mineral from the premises of the contracted area. All extracted minerals in the said left over un-disposed after the termination or determination of contract shall be deemed to be property of the Government and competent authority may dispose it off in any manner it may like without paying anything thereof to the contractor.

25. Payment of taxes:

The contractor shall duly and regularly to pay to the appropriate authority all taxes, cesses and local dues in respect of the contracted area, said minor minerals or the working of the mines.

26. Payment of additional amount for reclamation / restoration :

The contractor shall also deposit / pay additional amount equal to 10% of the amount of contracted money by the 7th of every month, to ensure the compliance of the Reclamation and Restoration works. This additional amount shall be refunded after satisfactory Reclamation / Restoration of the area after mining in accordance with the Mine Closure Plan :

Provided that in case the contractor fail to reclaim / restore the area as per mining plan to the satisfaction of the Government, the amount deposited shall be forfeited and used for the restoration of the area:

Provided further that in case no rehabilitation position of the mine comes during the tenure of the mining contract, the amount so deposited shall be kept by the Government in the mining area development fund for future use and when the mine reaches to a stage requiring restoration and rehabilitation.

27. Assign sublet or transfers of the contract:

The contractor shall not assign, sublet or transfer the contract to any person without obtaining prior permission in writing from the competent authority.

28. Fencing of working place:

If a working place is found to be unsafe all persons shall be withdrawn by the contractor immediately from the dangerous area and all access to such working place except for the purpose of removing the danger or saving life shall be prevented by securely fencing the full width off all entrances to the place, at his own cost.

29. Fencing of excavation after termination or sooner determination of the contract:

The contractor on termination or sooner determination of the contract shall at his own cost, suitably fence the excavations for safety as instructed by the competent authority.

30. Felling of trees :

The contractor shall not fell or cut any tree, standing on the land wherein the quarry is located without without obtaining prior permission in writing from the Forest Department, Assam and paying its price as fixed.

31. Security deposit shall carry no interest ;

The security deposited by the contractor shall not carry any interest.

32. Government not responsible for loss to contractor:

The Government shall not be responsible for any kind of loss to contractor.

Part – IV
Rights to the State Government

1. Suspension or termination of the contract:

The competent authority shall have the right to prematurely terminate the contract

- (a) If the contract money or surface rent or any other amount due to the Government are not paid;
- (b) If any of the terms and conditions of the contract agreement or conditions of grant or permission to undertake mining by any other statutory authority / Competent authority is violated ;
- (c) If any of the provisions of these rules and other laws both Central and State as are applicable to mines and minerals, are not complied with:

Provided that no orders of suspension / termination of the contract shall be passed by the competent authority without giving reasonable opportunity to show cause and following the procedure prescribed in the Rules :

Provided that in case of default in payment of Government dues such as contract money / surface rent or any other dues payable under these presents, the contract may be terminated by the competent authority without affording hearing to the contractor after serving upon notice to make good the payment within thirty days :

Provided further that the competent authority may also at any time after issuance of the notice for default on account of non payment of dues, enter upon the said premises and detain all or any of the mineral or movable property therein and may carry away, detain or order the sale of the property so detained, or so much of it as will suffice for the satisfaction of the contract money or rent or royalty or both dues and all costs and expenses occasioned by the non-payment thereof.

2. Determination of contract on public interest:

The Government may by giving six months' prior notice in writing determine the contract if the Government consider that minor mineral under the contract is required for establishing an Industry beneficial to the public:

Provided that in the State of National Emergency or war, the contract may be determined without giving such notice.

3. Right of pre-emption :

The Government shall from time to time and at all times during the terms of contract have the right (to be exercised by the notice writing to

the contractor) of pre-emption of the said mineral(s) and all products thereof lying in or upon the said lands hereby demised or elsewhere under the control of the contractor and the contractor shall deliver all minerals or products thereof to the Government at current market rates in such quantities and in the manner at the place specified in the notice exercising the said rights.

4. Penalty for not allowing entry to officers:

If the contractor or his transferee or assignee does not allow any entry or inspection under clause 11 of part-III, the competent authority may cancel the contract an forfeit in whole or in part the security deposit paid by the contractor.

5. Compensation and acquisition of land of third party thereof:

In case the occupier(s) or owner(s) of the said land refuses his/ their consent to the exercise of the rights and powers reserved to the Government and demised to the contractor under these presents, the contractor shall report the matter to the competent authority who shall request the Collector of the district concerned to the direct the occupier(s) or owner(s) to allow the contractor to enter the said lands and to carry out such operations as may be necessary for working the mine, on payment in advance of such compensation to the occupier or owner by the contractor, as may be fixed by the Collector under rules

6. Suspension of mining operation:

The Director may order to suspend the mining operations after servings after serving a notice to the contractor, in case, the following violations are noticed:-

- (a) Unsafe and unscientific mining;
- (b) Non operation of weighbridge;
- (c) Non providing of safety appliances to the works;
- (d) Non payment of compensation to the surface owners;
- (e) Non submissions of monthly returns;

In case of violations of the aforesaid conditions and also any other terms and conditions of the agreement deed and the provisions of the rules, the competent authority may give a notice to the contractor to remedy the violations within a period of 15 days from the date of issue of the notice. In case, the violence pointed out through notice, are not remedied within the stipulated period of 15 days, the competent authority may after affording an opportunity of being heard to the contractor, order the suspension of the mining operations till such time, the defaults / defects are removed by the lessee within the time frame granted by the competent authority. During the period of suspension of mining operations, the contractor will be allowed only to undertake rectification work for removal of the defects and shall not dispose off the mineral. During the suspension period, the contractor shall be under

the obligation to deposit the amount of the contract money etc. On the due dates.

On satisfactory removal of the defects, the competent authority may revoke the suspension orders with or without any modification. Non removal of the defects/ defaults during the suspension period and within the time allowed by the competent authority, shall lead to premature termination of contract.

Part- V General

1. Cancellation:

The contract shall be liable to be cancelled by the competent authority if the contractor cease to work the mine for a contained period of 180 days without obtaining written sanction.

2. Notices :

Every notice by these presents required to be given to the contractor shall be given in writing to such person resident on the said lands as the contractor may appointed for the purpose of receiving such notices and if there shall have been appointment then every such notice shall be sent to the contractor by registered post addressed to the contractor at the address recorded in this contract or at such other address in India as the contractor may from time to time in writing to the competent authority designate for the receipt of notice and every such service be deemed to be proper and valid service upon the contractor and shall not be questioned or challenged by him.

3. Recovery of government dues as arrears of land revenue:

Without prejudice to any other mode of recovery authorised by any provision of this contract or by any law, all amount, falling due hereunder against the contractor may be recovered as arrears of land revenue under the law in force such recovery.

4. Forfeiture of property left more than three months after expiry or determination of contract:

The contractor should remove his property lying on the said lands. Within three months after expiry or sooner determination of the contract

or after the date from which any surrender by the contractor of the said lands become effective, as the case may be, the property left after the aforesaid period shall become the property of the Government and may be sold or disposed of in such manner as the competent authority shall deem fit without liability to pay any compensation therefore, to the contractor.

5. Security and forfeiture thereof :

- (a) The competent authority may forfeit the whole or any part of the amount deposited as security under this contract, in case the contractor commits a breach of any covenants to be performed by the contractor under the contract.
- (b) Whenever the said security deposit or any part thereof or any further sum hereafter deposited with the Government replenishment thereof is forfeited under sub clause (a) or applied by the competent authority under the contract (which the competent authority is hereby authority to do) the contractor shall immediately deposited the deficient amount thereof to bring the amount in deposit with the Government up to the requisite amount of security at that point of time of contract.
- (c) The rights conferred to the Director by clause (a) shall be without prejudice to the rights conferred on the Government by any other provision of this contract or by any law.
- (d) On such date as the competent authority may decide within twelve calendar months after the determination of this contract or refusal of any renewal thereof, the amount of security deposit paid in respect of this contract in case is this same is otherwise not forfeited or is not required to be detained for other purpose mentioned in this contract shall be refunded to the contractor. No interest shall on security deposit.

6. Survey and demarcation of the area :

When a mining contract is granted, arrangement shall be made, if necessary, at the expense of the contractor, for the survey and determination of the area granted under the contract. The contractor shall have to bear actual expenses of the staff deputed for the work. Actual expenses will include travelling allowances, daily allowance and salary of plus 10 percent as instrument charges.

7. Surrender of a mining contract by the contract :

The Government may accept the request of the contractor for surrender of a contract or part thereof in cases where it is established that it has not been found feasible to operate the contract grant for whatsoever reason subject to the condition that the contractor :

- (i) Has been regular in furnishing the production returns as required in terms of the contract agreement;
- (ii) Has been taking the requisite steps for the progressive mine closure plan as per the conditions of the contract grain;
- (iii) Is not in default of payment of any dues of the Government as on the date of making such application and undertake to pay all such dues till the date of expiry of the notice period either in cash in advance or by way of adjustment of the security or both :

Provided that in case the contractor makes an application for surrender of part area of the contract, it shall not result in any prorated reduction of the contract money and the rate of contract money payable and applicable for the entire area at the time of such applicable shall remain intact.

8. Penalty for repeated breaches:

In case of repeated breaches of covenants and agreements by the contractor for which notice has been given by the competent authority in accordance with sub-rule (1) of rule 55 and / or sub rule (1) of 56 on earlier occasions, the competent authority without any further notice, may impose such not exceeding twice the amount of security deposited.

9. Obtaining Sale Tax number:

The contractor shall get himself registered with the Taxation Department of Assam and Sales Tax number.

10. Overriding effect:

Unless otherwise specifically provided, it is agreed that this deed de governed by the provision of the Mines and Minerals (Development and Regulation) act, 1957 (67 of 1957) and the rules made there under. The provision of Act and the rules shall prevail over the terms and conditions of the agreement.

Signature of the Contractor

For and behalf of the Government of Assam

Witness:-

1. _____

2. _____

1. _____

2. _____

Signature of surety

Witness

1.

2.

FORM MC-2
See rule 19(1)
(Application for renewal of Mining Contract)

Received at _____(place) at _____(Hours)
on the _____ days of _____
From _____

To

The _____

Dated the _____ 20

1. I hereby apply for renewal of a mining contract for _____(name of minor mineral(s) for a term of _____ year over _____hectares of land in the area specified in the schedule.
2. A sum of Rs.....on account of application fee payable under rule 20, deposited in the Government Treasury and the receipted Challan thereof / Demand Bank Draft No. -----date-----in enclosed
3. The required particulars are given below:-

PARTICULARS

(i)	Name of applicant individual / firm/Company or Society	
(ii)	Nationality of the individual or place of registration or incorporation of firm, company or society	
(iii)	Profession or nature of business of individual of firm or company and place of business	
(iv)	Address of the individual /firm/company or society	
(v)	Name of Minor Mineral which the3 applicant intents to mine	
(vi)	Period for which the original contract was granted	
(vii)	Manner in which the Minor Mineral(s) raised is to be utilized: (a) For manufacture (b) For safe (c) Any other purpose	

	In case of manufacture, the industries in the connection with which it is required should be specified.	
(viii)	A description illustrated by a map or plan (in triplicate) showing as accurate as possible the situation, boundaries and area of land in respect of which the renewal of contract is required and where the area is un-surveyed the location of the area should be shown by some permanent physical features i.e. road, tank etc.	
(ix)	A statement showing all the area within jurisdiction of the Government :- (i) Already held by me/us in my/our names (and jointly with others) under quarrying leases specifying the names of minor minerals. (ii) Already for but not yet granted, and (iii) Applied for simultaneously or being applied for in the State. Note: No application will be held to be complete for the purpose of priority unless it furnishes the particular required by paragraphs i) , ii) and iii) and is properly signed and stamped	
(x)	Period and quantity for which renewal of mining contract is required.	
(xi)	Whether renewal is applied for the whole or part of the contract held.	
(xii)	In case the renewal applied for is only for part of the contract held:- (a) The area and area quantity applied for renewal (b) Description of the area applied for renewal. (c) Map (in triplicate) of the contract held with area applied for renewal clearly marked on it (copy of map attached)	
(xiii)	Means by which the minor mineral is to be raised i.e. by hand, labour or mechanical or electric power.	
(xiv)	Year-wise quantity of the mineral(s) excavated along with contract ,money paid in each year since grant of contract money paid in each year since of contract (attached no due certificate of concerned officer-in-charge .	
(xv)	Mineral reserve available .	
(xvi)	Details of explorations undertaken, if any	
(xvii)	Details of the mined out area restored/ reclaimed/ rehabilitated as per progressive mine closure plan.	
(xviii)	Details of the sites of overburden restored	

(xix)	Details of the compliance of:- (i) Environment Clearance; (ii) Mining plan/ scheme of mining; (iii) Safety previous as per the Mines Act, 1952 and the rules and regulations framed there under; and (iv) Other relevant laws and terms and conditions applied on Mines and Minerals	
(xx)	Details of defaults, if any, in submission of production returns, payment of contract money and found wanting in taking adequate measures for labour safety.	
(xxi)	Details of investment made in development of mine, plant and machinery with a long term perspective and optimal benefit of the same could not have derived during the original period of contract	
(xxii)	Any other particulars which the applicant wishes to furnished.	
(xxiii)	Schedule giving description of the area applied for	
a.	Name of village	
b.	In the case of forest land the name of the Range and Division	
c.	Dag and Patta Number and area of each field or part thereof	
	Dag and Patta no. a) b) - -	Area a) b) - -
d.	Full description of the area applied for with regard to its natural features:-	
e.	Felling series and working circle , if any	
f.	District	

(signature of applicant)

Place _____

Date _____

of N.B. If the application is signed by an authorised agent of the applicant, power attorney should be attached.

**FROM MPS-1
See rule 24 (4)**

Model Form for execution of permit granted for area less than five hectares

This indenture made on this _____ day of _____ 20__

between the Governor of Assam acting through _____(hereinafter referred to as the "State Government") which expression shall where the context so admits, include the successors and assigns) of the part: and

Where the permit holder is an individual :

_____ (Name and address of the parson)(hereinafter referred to as the "permit holder" which expression shall where the context so admits, include his heirs, executors, administrator, representatives and permitted assigns;

Where the permit holder is more than individual:

_____ (Name and address of person) (hereinafter referred to as the "permit holder" which expression shall where the context so admits include their respective heirs, executors, represent

Where permit is registered firm:

_____ (Name and address of all the partners or members, where the "permit holder" are a firm or society) all carrying on business in partnership under the firm name and style of _____(name of the firm and address) registered under Indian partnership Act, 1932 and having their registered office at.....(hereinafter referred to as the "permit holder" which expression shall where the context so admits include all partner of the said firm, their representative, heirs, executors/ Administration and permitted assigns;

When the permit holder is a registered company:

_____ (Name of the company) a company registered under _____ (Act under which company incorporated) and having its registered office at _____ (address) (hereinafter referred to as the "permit holder" which expression shall where the context so admits, include its successors and permitted assigns) of the other part.

Whereas the "permit holder" has offered the highest bid of Rs _____(in word Rupees _____) in the bid/ auction held on _____ for obtaining mining contract for _____cu.m. (in word _____cubic meters) _____(name of minor minerals) in respect of the lands hereinafter described in clause 2 and such bid been accepted by the officer authorized in this behalf and permit holder has deposited with the Government, a sum of Rs _____(Rupees _____) as initial bid security (10% of the

annual bid amount) and Shri _____S/o Shri _____resident of _____District _____(referred to as the 'surety' which expression shall where the context so admits, include his heirs, executors, administrators, representative) has been offered as solvent surety for the aforesaid amount, and whereas the permit holder is in possession of a Income Tax Clearance Certificate.

Now, therefore, this deed witnesses and the parties hereby agree as follows:-

(1) In consideration of the permit money, covenants and agreements hereinafter contained and on the part of the permit holder to be paid, observed and performed the Government hereby grants and demises unto the permit holder all those mine/beds/veins/seams of _____ (hereinafter referred to as the said minor minerals) situated, lying and being in or under the lands which are referred to in clause 2 together with the liberties and privileges to be executed or enjoyed in connection herewith which are hereinafter mentioned in Part – I subject to the restrictions and conditions as to exercise and enjoyment of such liberties and privileges which are hereinafter mentioned in Part – II and subject to other provisions of this permit.

(2) All the tract of land situated at village _____ in Sub-Davison _____ District _____ bearing Dag and Patta Numbers _____ containing an area of _____ or thereabouts delineated on the plan annexed and bound3ed as follows:

On the North by _____ ;
On the South by _____ ;
On the East By _____ ;
On the West by _____ ;

and (hereinafter referred to as the 'said lands' or 'permit area')

(3) The permit holder shall hold the premises hereby granted and demised from the _____ day _____ for the term of _____ years thence next ensuing.

Part – I Liberties and privileges

The following liberties and privileges may be exercised and enjoyed by the permit holder subject to the other provision of permit:-

1. To enter upon land and search for win, work:-

Liberty at all times during the term hereby demised to enter upon the said lands and to search for minerals, bore, dig, drill, work, dress, process, convert, carry away and dispose of the said minor mineral(s).

2. To sink, drive and make pit, shafts and inclines :

Liberty to sink, drive, make maintain and use in the said land and pits, shafts, inclines, drifts, levels, waterways, airways and other works and to use, maintain, deepen or existing works of the like nature in the said lands.

3. To bring and use machinery, equipments :

Liberty to erect, construct, maintain and used on or under the said lands any engine, machinery, plan, dressing floors, furnaces, coke ovens, brick kilns, workshop, store houses, bungalows, godowns, shed and other buildings and other works and conveniences of the like on or under the said lands.

4. To use water from streams:

Liberty but subject to the right of any existing or future permit holder and with the written permission of the Collector concerned to appropriate and use water from any streams, water course, spring or other source in or upon the said lands and to divert, step up or dam any such stream or water – course and collect or impound any such water and to make, construct and maintain any water course, cultivated land, village buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs :

Provided that that the permit holder shall not interfere with navigation in any navigable stream nor shall divert such stream with out the previous written permission of the Government.

5. To fell undergrowth and utilise timber and trees :

Liberty to clear undergrowth and brush wood. permit holder shall not fell any tress or timber standing or found on the said lands without obtaining prior permission in writing from the Forest Department. In case such permission is granted, he shall pay in advance, the price of the trees or timber to be the said Officer at rates, fixed by him.

6. To get building and roads materials :

Liberty to quarry and gets stones, gravel and other building and road materials and ordinary clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use such bricks, tiles but not to sell any such materials, bricks, tiles.

7. To use land for stacking purpose :

Liberty to use a sufficient part of the surface of the said lands for the purpose of stocking or depositing therein any produce of the mines including over burden or waste materials and works carried on and tools, equipment and other materials needed for mining operations.

8. To install fuel pumps or stations for Diesel or Petrol for self use:

Liberty to use sufficient part of the land for installing fuel pumps or stations for diesel or petrol for self use or consumption required for mining operations in the permit area subject to permission of the authority.

9. To construct magazine for explosive and storage sheds:

Liberty to construct magazine for storage of explosive and storage sheds for explosive related substances with permission from the competent authority, in this behalf.

10. Liberty to seek permission for diversion of public roads, overhead electric lines:

Liberty to request to the competent authority for diversion of public road over head electric lines passing through the concession area at the expenses of permit holder to ensure scientific and systematic.

**Part – II
Restrictions**

The liberties, power and privileges granted under Part-I are subject to the following restriction and subjects to other provisions of this permit:-

1. No mining operations within the limit of public works:

The permit holder shall not carry on, or allow to be carried on any mining operations:-

(i) Within a distance of fifty meters from the outer periphery of the defined limits of any village habitations, national Highway, State Highway and other roads where such excavation does not require use of explosives, unless specifically relaxed and permitted by the competent authority; or

(ii) Within a distance of two hundred fifty meters from the outer periphery of the defined limits of any village habitation, National Highway, State Highway and other roads where use of explosive is required, unless specifically relaxed and permitted by the competent authority or any specific dispensation is obtained from the Director, Mines Safety; or

(iii) Within a distance of 500 meters from major structures like R.C.C. Bridge, Guide bund etc; or

(iv) Within a distance of seventy meters from any railway line or bridge except under and in accordance with the written permission of the railway administration concerned. The Railway Administration or the Government may in granting such permission, impose such conditions, as it may deem fit.

Explanation: For the purpose of this clause, the expression 'Railway Administration' shall have the same meaning as it is defined by sub section (4) of section 3 of the Indian Railway Act, 1890():

Provided that where the continuance of any mining operations in any area, in the opinion of the Government is likely to endanger the safety of any National or State Highway, road, bridge, drainage, reservoir, tank, canal or other public works, or

public or private buildings or in the public interest or in the interest of environment or ecology of the area, the Government may determine the permit after giving sixty days notice to the permit holder in this behalf and the permit shall stand terminated on the date mentioned in the notice:

Provided further that in the State of National Emergency or war, the permit may be determined without giving such notice.

2. Working in sand zones:

That the Permit holder in respect of sand zones, shall restrict the quarrying operations to maximum four villages of the zone at any point of time during the subsistence of the permit. The permit holder shall have a right to change the site at any time during the subsistence of the permit on settlement of compensation with the land owners of new site of the zone from where he intend to extract sand but ceiling of maximum four villages shall be adhered to strictly and such change of site shall be intimated to the competent authority.

3. Special conditions for river bed mining:

In case of river bed mining or excavation of minor mineral(s), in order to ensure safety of river-beds, structure and the adjoining areas, the following special conditions shall be abide by the permit holder:-

(a) No mining would be permissible in a river –bed up to distance of five times of the span of a bridge on up-stream side and ten times the span of such bridge on down-stream side, subject to a minimum of 250 meters on the up-stream and 500 meters on the downstream side;

(b) There shall be maintained an un-mind block of 50 meters width after every block of 1000 meters over which mining, is undertaken or at such distance as may be directed by the competent authority ;

(c) The maximum depth of mining in the river-bed shall not exceed three meters measured from the un-mind bed level at any point in time with proper bench formation;

(d) Mining shall be restricted within the central $3/4^{\text{th}}$ width of the river/rivulet.

(e) No mining shall be permissible in an area up to a width specified by the competent authority from the active edge of embankments;

(f) Any other condition(s), as may be required by the competent authority in public interest.

4. Notice for surface operation in land not already in use:

Before using for surface operations any land which has not already been used for such operation, the permit holder shall give notice in advance of the Collector of the district, the Director and the Officer-in- Charge _____ in writing along with copy of permission to undertake mining specifying the situation and the extend of the land

proposed to be used the purpose for which the same is required and the said land shall not be so used, if objection is issued by the Collector.

5. Not to use the land for other purpose:

The permit holder shall not cultivate or use the land for any other purpose other than those specified in the permit agreement.

6. Disposal of mineral(s) only on issuance of mineral transit pass:

The holder of mining permit shall not sell or dispose off any mineral or mineral products from the concession area without a mineral transit pass.

7. Stacking of mineral(s) inside permit hold area:

The permit holder shall not stock the mineral(s) excavated inside the permit hold area at the designated site more than twice the quantity of the average monthly production as per approved mining plan or scheme.

8. Stacking of mineral(s) outside permit hold area:

The permit holder shall not stock any minor mineral(s) granted under the permit, outside the permit hold area.

9. Stacking and storage of incidentally extracted major minerals:

In case Permit holder, while extracting minor mineral given on permit, incidentally extracts any major mineral not given on permit, the same shall be the property of the Government and Permit holder shall be under an obligation to stack and store it and maintain its proper record in accordance with the direction of the competent authority who shall also be competent to prescribe the procedure for its disposal and in case it is detected that permit holder has disposed of incidentally extracted major mineral in this clause or in the rule, in whole or part there of or failed to maintain to record of stored mineral, he shall be liable to penalties under the Act and also premature determination of mining permit in terms of the rules.

10. Restrictions of mining operations above ground water table:

A safety margin of two meters shall be maintained above the ground water table while undertaking mining and no mining operations shall be permissible below his level unless a specific permission is obtained from the competent authority in this behalf.

11. Restrictions of surface operations:

No mining operations shall be undertaken in any area prohibited by any authority or by the orders of any Court.

12. No mining operations without requisite clearance:

The Permit holder shall not undertake any mining operations in the area granted on mining permit without obtaining requisite clearance from the competent authority as required for undertaking mining operations.

**Part –III
Covenants of the permit**

The Permit holder hereby covenant with the Government as follows :

1. Surface rent :

The permit holder shall pay for the surface area occupied by him, surface rent at _____ the _____ rate _____ of _____ Rs.
_____ (Rupees _____) only.

2. Security deposit:

The permit holder shall deposit twenty five percent of annual bid amount or rate of permit money as Security. The Security amount shall be deposited as per following :-

- (i) Ten percent as initial bid security at the time of auction; and
- (ii) Fifteen percent of the annual bid amount before commencement of mining operations or before the expiry of period allowed ;

3. Mode of payment of permit money and surface rent

- (a) The permit holder shall deposit one advance installment of permit money before commencement of mining operations or before the expiry of period allowed along with fifteen percent of the balance security amount as per clause 2 above.
- (b) The permit holder, during the subsistence of the permit, shall pay in advance to the Government the instalments of the permit money in respect of the said land given to him on mining permit in four quarterly installment on the 1st of April, 1st of June, 1st of September and 1st December.

Note: The amount of one advance installment deposited at the time of commencement of the mining operations or within time allowed for the same shall be adjusted in a manner that the subsequent installments are payable for a full calendar month or quarter or year, as the case may be.

4. Amount to be deposited on account of fund

Where the Permit holder is operating the area, he shall also pay an additional amount, equal to 10% of the due permit money along with amount of installments on account of dead rent or royalty, towards the fund.

5. Interest of delayed payments:

In case of any default in payment of the installments of permit money/ contribution to the Fund on the due date(s), the amount would be payable along with interest at the following rates:

Serial No.	Period of delay	Rate of Interest applicable
(i)	If paid within a period of 7 days from the due date	A grace period of up to 7 days is allowed without any interest
(ii)	If paid after 7 days but up to 30 days of the due date	15% on the amount of default for the period of default including the grace period;
(iii)	If paid after 30 days but within 60 days of the due date.	18% on the amount of default for the period of default including the grace period;
(iv)	Delay beyond 60 days 60 days of the due date	It would amount to a 'breach', invite action for termination of the contract and the entire outstanding amount would be recoverable along with interest calculated @21% for the entire period of default.

6. Working of newly discovered minerals:

If any minor mineral not specified in the permit, is discovered in the permit area, the permit holder shall repost the discovery without delay to the competent authority and shall not win or dispose of such minor mineral without obtaining a separate mineral concession/lease for such mineral. If he fails to apply for such a mineral concession within six months from the discovery of the minor mineral the competent authority may give the mineral concession in respect of such mineral, to any other person.

7. To commence mining operations within one hundred eighty days and carry them on properly:

Unless the competent authority for sufficient cause otherwise, the permit holder shall commence mining operations one hundred eighty days from the date of execution of the permit and shall there after conduct such operations in a proper, skilful and workman like manner.

Explanation:- For the purpose of this clause, mining operations shall include the erection of machinery laying of a tramway or construction of a road in connection with the working of the mine.

8. To erect and maintain boundary pillars:

The permit holder shall at his own expenses, erect and at all times maintain and keep in good repairs boundary marks and pillars according to the plan annexed to the permit. Each of the pillar should be numbered and every pillar shall have GPS reading.

9. Accounts:

The permit holder shall keep correct accounts showing the quantity and other particular of all minerals obtained from the mines and the number of persons employed therein and a complete plan of the mine and shall allow any officer authorized by the Government of the Central Government or the competent authority in that behalf to examine at any time any accounts and records maintained by him, and shall furnish to the Government or the Central Government of the competent authority with such information and returns as it may require.

10. To allow facilities to other concession holders:

The permit holder shall allow existing and future concession holders of any land which is comprised in or adjoins or is reached by the land, held by the lessee, reasonable facilities for access thereto.

11. To allow entry to officers:

The permit holder shall any officer authorized by the Government or the Central Government or the competent authority to enter upon any

building, excavation or land comprised in the permit area for the purpose of inspecting the mines.

12. Returns:

The permit holder shall:

- (a) Submit a return in form "MMP1" by the 7th of every month to the competent authority and also to other officer (s) specified giving the total quantity of minor mineral(s) raised and dispatched from the permit area in the preceding calendar month and its value;
- (b) Also furnish a statement giving information in Form 'MMP2' by the 15th April every year to the competent authority and to other Officer(s) regarding quantity and value of minor mineral obtained during last financial year, average number of regular labourers employed (men and women separately)

13. To strengthen and support the mines:

The permit holder shall strengthen and support to the satisfaction of the railway Administration or the state Government, as the case may be any part of the mine which in its opinion requires such, strengthening or support for the safety of any railway, bridge, national highway, reservoirs, canal, road or any other public work or building.

14. Notice for use of explosives, etc:

The permit holder shall immediately inform in writing in Form MSE1 in case of (a) working in the mines extends below superjacent ground ; or (b) depth of any open cast excavation measured from its highest to the lowest point reaches six meters; or (c)

number of persons employed on any day is more than 50; or (d) any explosives are used to the following :

- (i) The Controller General, Indian Bureau of mines, Government of India Nagpur;
- (ii) The Director General of Mines Safety, Government of India, Dhanbad;
- (iii) The Director, Mines Safety, Government of India, Guwahati;
- (iv) The regional Controller of Mines, Indian Bureau of Mines, Kolkata;
- (v) The competent authority;
- (vi) The District Magistrate of the District concerned and
- (vii) The Officer-in-Charge.

15. Maintenance of sanitary conditions:

The permit holder shall maintain sanitary conditions in the area held by him under the permit.

16. To Pay compensation for damage and indemnify the Government:

The permit holder shall make and pay such reasonable satisfaction and compensation for all damage injury or disturbance which may be done by him is exercise of the powers granted by the lease and shall indemnify the Government against all claims which may be made by third parties in respect of such damage, injury or disturbance.

17. Application of all Acts, Rules and Regulations to this permit:

The permit holder shall abide by the provision of Mines Act, 1952 and the rules and regulation framed there under and also the provisions of labour laws both Central and State as are applicable to the workmen engaged in the mines and quarries relating to the previsions of drinking water, rest shelters, dwelling houses, latrines and first-aid and medical facilities in particular and other safety and welfare provisions in general, to the satisfaction of the competent authorizes under the aforesaid Acts, Rules and Regulations and also to the satisfaction of the District Magistrate concerned. In case of non complaisance of any of the provisions of the enactments as aforesaid, the competent authority may terminate the mining lease by giving one month's notice with forfeiture of society deposited.

Provided that the permit holder small carry out mining operations in accordance with all other provisions as applicable for undertaking mining including the provisions of Forest (Conservation) Act, 1980 and Environment (Protection) Act, 1986 and the rules made there under.

18. To report accident:

The permit holder shall without delay report to the Deputy Commissioner of the district concerned and the competent authority or any other officer authorized by him, any accident which may occur at or in permit area.

19. Delivery of possession of land and mines on the surrender or sooner determination of the permit:

At the end or sooner determination or surrender of the permit, the permit holder shall deliver up the said lands and all mines (if any dug there) in a proper and workable state, save in respect of any working as to which the Government might have sanctioned abandonment.

20. To secure pits/shafts and not fill them up:

The permit holder shall well and properly secure pits and shafts and will not without permission in writing, willfully close, fill up or close any mine or shaft.

21. Not to enter upon or to commence operations in the reserved or protected forest :

The permit holder shall not enter upon or commence any mining operations in any forest land comprised in the leased area expect after previously obtaining permission in writing of the Forest Department.

22. To respect water rights and not injure adjoining property :

The permit holder shall not injure or cause to deteriorate any source of water unfit to be used or to do anything to injure adjoining land, village or houses.

23. Stocks laying at the end of the permit:

(a) The permit holder on expiry of the permit period (successful completion of the permit) shall remove already extracted the entire mineral from the premises of the quarry within a period of seven days. In case any quantity of the already extracted mineral, in the said land is left undisposed off and is not removed within seven days from the date of expiry of the period of permit the same shall be deemed to be the property of the Government and competent authority may dispose it off in any manner it may like without paying anything thereof to the Permit holder.

(b) The permit holder on the termination or sooner determination of the permit shall not remove extracted mineral from the premises of the permit areas. All extracted minerals in the said lands left over un-disposed after the termination or determination of lease shall be deemed to be property of the Government and competent authority may dispose it off in any manner it may like without paying anything thereof to the permit holder.

24. Payment of taxes:

The permit holder shall duly and regularly pay to the appropriate authority all taxes, cesses and local dues in respect of the permit area said minor minerals or the working of the mines.

25. Payment of additional amount for reclamation/restoration:

The Permit holder shall also pay additional amount equal to 10% of the amount of permit money by the 7th of every month to ensure the compliance of the Reclamation and Restoration works. The additional amount shall be refunded after satisfactory reclamation or restoration of the area after mining in accordance with the mine closure plan:

Provided that in case the Permit holder fails reclaim or restore the area as per mining plan to the satisfaction of the Government, the amount deposited in the joint account shall be forfeited and used for the restoration of the area:

Provided further that in case no rehabilitation position of the mine comes during the tenure of the mining permit, the amount so deposited shall be kept by the Government in the mining area development fund for future use as and when the mine reaches to a stage requiring restoration and rehabilitation.

26. Assign sublet or transfer of the permit area:

The permit holder shall not assign, sublet or transfer the permit area to any person without obtaining prior permission in writing from the competent authority.

27. Fencing of working place :

If a working place is found to be unsafe, all persons shall be withdrawn by the permit holder immediately from the dangerous area and all access to such working place except for the purpose of removing the danger or saving life shall be prevented by securely fencing the full width of all entrances to the place at his own cost.

28. Fencing of excavation after termination or sooner determination of the permit:

The permit holder on termination or sooner determination of the permit, shall at his own cost, suitably fence the excavations for safety as instructed by the competent authority.

29. Felling of trees:

The permit holder shall not fell or cut any tree, standing on the land wherein the quarry is located without obtaining prior permission in writing from the Forest Department and paying its price as fixed.

30. Security deposit shall carry no interest:

The security deposited by the permit holder shall not carry any interest. It shall be refunded to the permit holder within three months from the date of expiry or sooner determination of the permit in case the same is otherwise not forfeited or is not required to be determined for any other purpose.

31. Government not responsible for loss to Permit holder:

The Government shall not be responsible for any kind of loss to the Permit holder.

**Part – IV
Rights of the State Government**

1. The Suspension of termination of the permit: - The competent authority shall have the right to suspend or prematurely terminate the permit.

- (a) If the permit money or royalty or surface rent or any other amount due to the Government are not paid,
- (b) If any of the terms and conditions of the permit agreement or conditions of grant or permission to undertake mining by any other statutory authority/competent authority is violated;
- (c) If any of the provisions of these rules and other laws both Central and State as are applicable to mines and minerals, are not complied with.

Provided that no orders of suspension or termination of the permit shall be passed by the competent authority without giving reasonable opportunity to show cause and following the procedure prescribed in the Rules:

Provided further that in case of default in payment of Government dues such as permit money, royalty, dead rent or any other dues payable under these presents, the permit may be terminated by the competent authority without affording hearing to the permit after serving upon a notice to make good the payment within thirty days:

Provided further that the competent authority may also at any time after issuance of the notice for default on account of nonpayment of dues, enter upon the said premises and detain all or any of the mineral or movable property therein and may carry away, detain or order the sale of the property so detained, or so much of it as will suffice for the satisfaction of the permit money or rent or royalty or both dues and all costs and expenses occasioned by the non-payment thereof.

2. Determination of permit area in public interest:

The Government may by giving six months' prior notice in writing determine the permit if the Government consider that the minor mineral under the permit is required for establishing an Industry beneficial to the public:

Provided that in the State of National emergency or war, the permit may be determined without giving such notice.

3. Right of pre-emption:

The Government shall from time to time and to time and at all times during the terms of permit have the right (to be exercised by notice in writing to the permit holder) of pre-emption of the said mineral(s) and all products thereof laying in or upon the said lands hereby

demised or elsewhere under the control of the permit holder and the permit holder shall deliver all minerals or products thereof to the Government at current market rates in such quantities and in the manner at the place specified in the notice exercising the said right.

4. Penalty for allowing entry to officers:

If the permit holder or his transfer or assignee does not allow any entry or inspection under clause 11 of part –III the competent authority may cancel the permit and forfeit in whole or in part the security deposit paid by the permit holder.

5. Compensation and acquisition of land of third parties thereof:

In case the occupier(s) or owner(s) of the said land refuses his consent to the exercise of the right and powers reserved to the Government and demise to the permit holder under these presents, the permit holder shall report the matter to the competent authority who shall request the Collector of the district concerned to direct the occupier(s) or owner(s) to allow the permit holder to enter the said lands and to carry out such operations, as may be necessary for working the mine, on

payment in advance of such compensation to the occupier or owner by the permit holder, as may be fixed by the Collector concerned under the rules.

6. Suspension of Mining operations:

The Director may order to suspend the mining operations after serving a notice to the permit holder, in case, the following violations are noticed:-

- (a) Unsafe and unscientific mining; or
- (b) Non providing of safety appliances to the workers; or
- (c) Nonpayment of compensation to the surface owners; or
- (d) Non submissions of monthly returns;

In case of violations of the aforesaid conditions and also any other terms and conditions of the agreement deed and the provisions of the rules, the competent authority may give a notice to the permit holder to remedy the violations within a period of fifteen days from the date of issue of the notice. In case the violations pointed out through authority may after affording an opportunity of being heard to the Permit holder, order the suspension of the mining operations till such time, the defaults/ defects are removed by the Permit holder within the time frame granted by the competent authority. During the period of suspension of mining operations, the permit holder will be allowed only to undertake rectification work for removal of the defects and shall not dispose off the mineral: During the suspension period, the Permit holder shall be under the obligation to deposit the amount of the Govt. dues on the dues dates.

On satisfactory removal of the defects, the competent authority may revoke the suspension orders with or without any modification. Non removal of the defects or defaults during the suspension period and within the time allowed by the competent authority, shall lead to premature termination or permit.

Part- 835

General

1. Cancellation

The permit holder shall be liable to be cancelled by the competent authority if the permit holder ceases to work the mine for a continued period of one hundred eighty days without obtaining written sanction.

2. Notices :

Every notice by this presence required to be given to the permit holder shall be given in writing to such person residence on the said lands as the permit holder may appoint for the purpose of receiving such notices and if there shall have been no such appointment then every such notice shall be sent to the permit holder by registered post addressed to the permit holder at the address recorded in this permit or at such others address in India as the permit holder may from time to time in writing to the competent authority designate for the receipt of notices and every such service shall be deemed to be proper and valid service upon the permit holder and shall not be questioned or challenged by him.

3. Recovery of Government dues as arrears of land revenue :

Without prejudice to any other mode of recovery authorised by any provisions of this permit or by any law, all amounts , falling due hereunder against the permit holder may be recovered as a arrears of land revenue in force for such recovery.

4. Forfeiture of property left more than three months after expiry or determination of permit :

The permit holder shall remove his property lying on the said lands within three months after the expiry or sooner determination of the permit. The property left after the aforesaid period of three months shall become the property of the Government may be sold or disposed of in such manner, as the competent authority shall deem fit, without liability to pay any compensation therefore, to the permit holder.

5. Security and forfeiture thereof :

(a) The competent authority may forfeit the whole or any part of the amount deposited as security under this permit, in case the permit holder commits a breach of any covenants to be performed by the permit holder under the permit.

(b) Whenever the said security deposit of any part thereof or any further sum hereafter deposited with the Government in replenishment thereof is forfeited under sub-clause (a) or applied by the competent authority under the permit (which the competent authority is hereby authorised to do) the permit holder shall immediately deposit with the inappropriate part thereof to bring the amount in deposit with the Government up to requisite amount of security at that point of time of permit.

(c) The right conferred to the competent authority by clause (a) shall be without prejudice to the right conferred on the Government by any other provision of this permit or by any law.

(d) On such date, as the competent authority may decide, within twelve calendar months after the determination of this permit refusal of any renewal thereof, the amount of security deposit paid in respect of this permit and then remaining in deposit with the Government and not required to be applied to any of the purposes mentioned in this permit shall be refunded to the permit holder. No interest shall run on the security deposit.

6. Survey and demarcation of the area :

When a mining permit is granted, arrangement shall be made, if necessary, at the expense of the permit holder, for the survey and demarcation of the area granted under the permit. The permit holder shall have to bear actual expenses of the staff deputed for the work. Actual expenses will include travelling allowances, daily allowances and salary of staff plus ten percent as instrument charges.

7. Surrender of a mining permit by the Permit holder :

The Government may accept the request of the permit holder for surrender of a permit or part thereof in cases where it is established that it has not been found feasible to operate the permit grant for whatsoever reasons subject to the condition that the permit holder :

- (i) Has been regular in furnishing the production returns as required in terms of the permit agreement ;
- (ii) Has been taking the requisite steps for the progressive mine closure plan as per the conditions of the permit grants ;
- (iii) Is not in default of payment of any dues of the Government as on the date of making such application and undertakes to pay all such dues till the date of expiry of the notice period either in cash in advance or by way of adjustment of the security or both :

Provided that in case the permit holder makes an application for surrender part area of the permit, it shall not result in any prorated reduction of the permit money and the rate of permit money payable and applicable for the entire area at the time of such application shall remain intact.

8. Penalty for repeated breaches :

In case of repeated breaches of covenants and agreements by the permit holder for which notice has been given by the competent authority in accordance with sub-rule (1) of rule 55 and/ or clause (i) of sub rule (1) of rule 56 on earlier occasions, the Director

Without giving any further notice, may impose such penalty not exceeding twice the amount of annual permit money.

9. Obtaining Sale Tax number :

The permit holder shall get himself registered with the Taxation Department of Assam and shall obtain the Sales Tax number.

10. Overriding effect :

Unless otherwise specially provided, it is agreed that this deed shall be governed by the provisions of the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957) and the rules made thereunder. The provisions of the Act and rules shall prevail over the terms and conditions of the agreement.

Signature of the Permit holder
Assam.

For and on behalf of the Governor of

Witness :-

1. _____

1. _____

2. _____

2. _____

Signature of surety

Witness

1. _____

2. _____

FORM MPS-2
(see rule 25 (3)
(Model form for execution deed for permit of Saltpeter)

This indenture made this _____ day of _____ 20_____ between the Governor of Assam acting through _____ (hereinafter called the "Government" which expression shall where the context so admits to deemed to include his successors in office and assigns of the first part, and Shri _____ son of Shri _____ resident of _____ district _____ (hereinafter referred to as "Permit holder" which expression shall, where the context so admits include his heirs, executors, administrators, representatives and permitted assigns) of the second part and Shri _____ son of Shri _____ resident of _____ district _____ (hereinafter referred to as "the surety" , which expression shall, where the context so admits, include his heirs, executors, administrators, representatives and permitted assigns) of the third part ;

And whereas the permit holder has offered the highest bid for the permit of _____ cu.m. (in words _____ cubic metre _____ (name Of the Quarry) (hereinafter referred to as the "said lands") in Sub-Divisions _____ District _____ and whereas the permit holder has paid Rs. _____ (Rupees _____) only first instalment/ permit money in full for the first year _____ and Rs. _____ (Rupees _____) only as security (equal to 25% of the bid amount) for the due fulfilment of the terms and covenants hereinafter mentioned and the Government has agreed to grant him the aforesaid permit.

Now these present witness as follows :

1. Amount and mode of payment of permit money :

The permit holder shall during the subsistence of the permit day in advance to the Government, the following permit money in respect of the said lands given to him on permit for the period from _____ to _____ on the dates mentioned below :

Serial Number	Value of Annual permit money	Periodicity of payment
1	2	3
(i)	Upto Rs. 10.00 lakhs	Rs.....(Full amount of permit money in limp-sum to be deposited at the time of auction along with the security amount.)
(ii)	Above Rs. 10.00 lakhs	Rs.....(In two instalments, one the time of auction and another by 15 th of May of the year to which the permit pertains.)

2. Amount to be deposited on account of Mines and Minerals Development Restoration and Rehabilitation Fund (hereinafter referred to as “Fund”)

Where the permit holder is operating the area, he shall also pay an additional amount, equal to ten percent of the due permit money, whichever is more along with amount of instalments on account of dead rent or royalty, towards the Fund.

3. Interest on delayed payments :

In case of any default in payment of the installments of permit money or contribution to the Fund on the due date(s), the amount would be payable along with interest at the following rates :

Serial Number	Period of delay	Rate of interest applicable
(i)	If paid within a period of 7 days from the due date	A grace period of up to 7 days is allowed without any interest ;
(ii)	If paid after 7 days but up to 30 Days of the the due date	15% on the amount of default for the period default including the grace period ;
(iii)	If paid after 30 days but within 60 Days of the the due date	18% on the amount of default for the period default including the grace period ;
(iv)	Delay beyond 60 days of the	Termination of the lease/ contract and the enti

	due date	outstanding amount would be recoverable along with interest calculated @ 21% for the entire period of default.
--	----------	--

4. No quarrying operations in certain areas :

No quarrying operations or working shall be carried on or permitted to be carried

on by the permit holder in or under the said lands or to any point within a distance of ten metres from any railway line, bridge, National highway, reservoir, tank, canal or other public road or buildings etc.

Provided that where the continuance of any mining operations in any area, in the opinion of the competent authority is likely to endanger the safety of any National or State Highway, road, bridge, drainage, reservoir, tank, canal or other public works, or other public or private buildings, the competent authority may terminate the permit after giving one month's notice to the Permit holder in this behalf. The permit shall stand terminated on the date mentioned in the notice. In such an event the Permit holder shall be refunded the permit money proportionate to the unexpired portion of the permit paid by him in advance if any.

5. To allow entry to Central Government and State Government officers for inspection :

The permit holder shall at all reasonable times allow the competent authority and any other officer authorised by the Central Government or by the State Government in that behalf to inspect the said lands and the buildings and plants erected thereon and the permit holder shall assist such person in conducting the inspection and afford them all information they may reasonably require and shall conform to and observe all orders which the Central or the State Government or the competent authority, as a result of such inspection or otherwise may from time to time pass.

6. Assign, subject or transfer of the permit :

The permit holder shall not assign, sublet or transfer the permit to any person without obtaining prior permission in writing from the competent authority.

7. To pay compensation for damage and indemnify the government :

The permit holder shall not carry on surface operation in any area prohibited by any authority, without obtaining prior permission in writing from the concerned authority.

8. Not to carry on surface operation in prohibited areas :

The permit holder shall not carry on surface operation in any area prohibited by any authority, without obtaining prior permission in writing from the concerned authority.

9. Not to enter and work in reserved and protected forest areas :

The permit holder shall not enter and work in any forest land without obtaining prior permission in writing from the Forest Department.

10. Application of all Acts, rules and regulations to this permit :

The permit holder shall abide by the provisions of Mines Act, 1952 (35 of 1952), and the rules and regulations framed thereunder and also the provisions of other labour laws both Central and State as are applicable to the workmen engaged in the mines and quarries relating to the provisions of drinking water, rest shelters, dwelling houses, latrines and first-aid and medical facilities in particular and other safety and welfare provisions in general, to the satisfaction of the authorities under the aforesaid Acts, rules and regulations and also to the satisfaction of the District Magistrate concerned. In case of non compliance of any of the provisions of the enactments as aforesaid, the competent authority may terminate the permit by giving one month's notice with forfeiture of security deposited.

11. Disposal of mineral(s) only on issuance of Mineral Transit Pass :

The holder of mining permit shall not sell or dispose off any mineral or mineral products from the concession area without a Mineral Transit Pass.

12. Security deposit shall no interest :

The security deposited by the permit holder shall not carry interest. It shall be refunded to the permit holder within three months from the

date of expiry or sooner determination of the permit in case the same is not forfeited or required to be detained for any other purposes under this deed.

13. Penalty for default :

In case of default in the due observance of the terms and conditions of the permit or in payment of the permit money on the due date, the permit may be terminated by the competent authority by giving one month's notice. In such an event, the competent Authority shall be at liberty to forfeit the security deposited and also the installment, paid in advance, if any the permit holder shall deliver the possession of the quarry to the Officer-in-Charge, concerned within seven days of the receipt of the order of termination of Permit.

14. Termination of permit by Government in public interest :

The permit may be terminated by the Government if considered by it to be in public interest, by giving one month's notice :

Provided that in the State of National emergency or War, the permit may be terminated without giving such notice.

15. Recovery of permit money as arrears of land revenue :

Any sum due from the permit holder on account of permit money in respect of the permit shall be recoverable from him as arrears of land revenue.

16. To submit reports :

The permit holder shall furnish such reports and returns relating to output, labourers employed and other matters, as the competent authority may prescribe from time to time.

17. Returns :

The permit holder shall submit a monthly return in form 'MMP1' by the 10th day of each month to the competent authority and to the Officer-in-charge concerned giving the total quantity of minor mineral(s) raised and dispatched from the specific area out of the area under permit in the preceding calendar month, and its value and such other information relating to the permit as may be called for by the competent authority.

18. State Government not responsible for loss to permit holder :

The Government shall not be responsible for any kind of loss to the Permit holder for any reason whatsoever.

19. Notices :

Every notice by these presents required to be given to the permit holder shall be given in writing to such person, resident on the said lands as the Permit holder may appoint for the purpose of receiving of such notice and if there shall have been no such appointment then every such notice shall be sent to the Permit holder at the address recorded in this deed or at such other address in India, the permit holder may, from time to time, in writing to the officer authorised by the competent authority for the receipt of notices and every such service shall be deemed to be proper and valid service upon the Permit holder and shall not be questioned by him.

20. Compensation and acquisition of land of third parties thereof :

In case the occupier(s) or owner(s) of the said land refuses his/ their consent to the exercise of the rights and powers reserved to the Government and demised to the Permit holder under these presents, the Permit holder shall report the matter to the competent authority who shall request the collector of the district concerned to direct the occupier(s) or owner(s) to allow the permit holder to enter the said lands and to carry out such operations as may be necessary for working the mine, on payment in advance of such compensation to the occupier or owner by the Permit holder, as may be fixed by the Collector concerned under the rules.

21. Suspension of mining operations :

The competent authority may order to suspend the mining operations after serving a notice to the permit holder, in case of the following ;

- (a) Unsafe and unscientific mining ;
- (b) Non providing of safety appliances to the workers ;
- (c) Non payment of compensation to the surface owners ;

(d) Non submissions of monthly returns ;

In case of violations of the aforesaid conditions and also any other terms and conditions of the agreement deed and the provisions of the rules, the competent authority may give a notice to the permit holder to remedy the violations within a period of fifteen days from the date issue of the notice. In case, the violations pointed out through notice, are not remedied within the stipulated period of fifteen days, the competent authority may after affording an opportunity of being heard to the permit holder, order the suspension of the mining operations till such time, the defaults/ defects are removed by the Permit holder within the time frame granted by the competent authority. During the period of suspension of mining operations, the Permit holder will be allowed only to undertake rectification work for removal of the defects and shall not dispose off the mineral. During the suspension period, the permit holder shall be under the obligation to deposit the amount of the dead rent etc. on the due dates.

On satisfactory removal of the defects, the competent authority may revoke the suspension orders with or without any modification. Non removal of the defects or defaults during the suspension period and within the time allowed by the competent authority, shall lead to premature termination of permit holder.

22. Stocks lying at the end of the permit :

(a) The permit holder on expiry of the permit period (successful completion of the permit) shall remove already extracted all of the mineral from the premises of the quarry within a period of seven days. In case any quantity of the already extracted mineral, in the said land is left undisposed off and is not removed within seven days from the date of expiry of the period of permit the same shall be deemed to be the property of the Government which will be disposed by the competent authority in any manner, without paying anything thereof to the permit holder.

(b) The permit holder on the termination or sooner determination of the permit shall not remove extracted mineral from the premises of the permit areas. All extracted minerals in the said lands left over un-disposed after the termination or determination of permit lease shall be deemed to be property of the Government which will be disposed off by the competent authority in any manner without paying anything thereof to the permit holder.

23. Recovery of Government dues as arrears of land revenue :

This indenture further witnesseth that in further pursuance of the agreement and covenants referred to above, the permit holder and the surety further covenant that if the permit holder shall make default in the payment of the permit money under these presents including any interest thereon, on the date or dates on which the same shall be payable by the Permit holder and the surety irrespective of the fact whether Government shall have pursued all or any of its remedies against the Permit holder.

24. Permit holder shall get himself registered with the Taxation Department of Assam and shall obtain the Sales Tax number.

25. Overriding effect :

Unless otherwise specifically provided, it is agreed that this deed shall be governed by the provisions of the Mines and Minerals (Department and Regulation) Act, 1957 (67 of 1957) and the rules made thereunder. The provisions of the Act and the rules shall prevail over the terms and conditions of the agreement.

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

Signature of the Permit holder.
Assam

For and on behalf of the Governor of

In the presence of :

In the presence of :

1. _____

1. _____

Address _____

Address _____

2. _____

1. _____

Address _____

Address _____

Signature of the surety

In the presence of :-

1. Name _____

Address _____

2. Name _____

Address _____

FORM PIM – 1

(See rule 26(4))

**Application for the grant of permit for excavation of Brick Earth by the
Brick Kiln Owners**

To

.....
.....

Dear sir,

Undersigned intends to install a brick kiln or is the owner of
.....

(Name and address of the Brick Kiln), and for manufacturing of the bricks requires the minor mineral namely "Brick Earth". The application fee of Rs. 500/- (non – refundable) in the form of bank draft/treasury challan bearing numberdatedis enclosed.

2. The details of the area for which permission is being sought, is given as under :-

- (a) location of Brick Kiln (village/sub-division/district)
- (b) category of the Brick Kiln
- (c) extent of the land from which brick earth is to be excavated (Dag No., Patta No. etc.)
- (d) lay out plan of the area applied for permit
- (e) existing status of the land as compared to general ground level of the area
- (f) quantity of brick kiln required to be removed
- (g) advance amount of Permit fee/royalty
- (h) security (refundable)

3. Applicant further submits that ;

(i) royalty at the rate prescribed under First Schedule to the Assam Minor Mineral Concession Rules, 2012 shall be paid for the brick earth to be removed from the area under permit.

(ii) area is free from Plantation or is not forest land.

(iii) digging of the earth at the site is otherwise not prohibited by any court of law or any authority.

(iv) brick earth will be used only for manufacturing of the bricks.

(v) He will abide by all relevant provisions for excavation of earth.

(vi) A compensation has been settled with land owner mutually and a copy of the agreement signed between the applicant and the landowner qua mutual settlement of the compensation is attached (in case land is owned by the applicant himself, the proof thereof).

(vii) In case of renewal of permit copy of last permit, alongwith proof of payment towards applicable permit money or royalty. Dated :

Encls : As above

(Name and address of the applicant)

FORM PIM -2

(See rule 26(8))

Standard form for quarrying permits for brick earth

Whereas

Shri

/

Messers

Owner(s) of Brick Kiln falling in category _____ has/ have applied for quarrying permit for removal of the "Brick Earth", for a period of two years from the measuring _____ bigha/acres/hectares bearing Dag, Patta numbers _____ in the revenue estate of _____ Sub-division _____ district _____

Under rule 26 of the Assam Minor Mineral Concession Rules, 2012. The applicant has paid requisite application fee of Rs. _____ and has/have also paid security amounting to Rs. _____

(25% of the annual royalty amount). Further the applicant has also deposited the permit fee of _____
_____ for _____ category of Brick Kiln.)

1. The holder of the permits shall keep the Government indemnified from third party claim relating to the extraction of brick earth from the land for which quarrying permit is given.
2. The holder of the permit shall excavate the brick earth in such a manner that the same shall not disturb or damage any road, public ways, building, premises of public ground.
3. The holder of the permit shall not use the brick earth excavated from the land granted on permit for any other purpose than that of manufacturing of bricks. In case the brick earth is to be transported up to brick kiln from the site of the excavation, the permit holder transports the same only by issuing a Mineral transit Pass.
4. That the holder of the permit shall not fell any tree standing on the land without obtaining prior permission in writing from the competent authority in the Forest Department. In case such permission has been granted, he shall abide by the terms and conditions stipulated in such permission.
5. The permit holder shall not carry on surface operations in any area prohibited by any authority, without obtaining prior permission in writing from the concerned authority.
6. The permit holder shall not enter and work in any Forest without obtaining prior written permission of the Forest Department.
7. The permit holder shall report immediately all accidents to the Deputy Commissioner and the competent authority concerned.
8. The depth of the pit below surface shall not exceed nine feet.
9. The annual amount of royalty shall be paid in advance by 1st April of every year.

In case the annual royalty is not paid on the date specified above, the permit holder shall be liable to

pay interest as per following :-

Serial Number	Period of delay	Rate of interest applicable
(i)	If paid within a period of 7 days from the due date	A grace period of up to 7days is allowed without any interest ;
(ii)	If paid after 7 days but up to 30 Days of the the due date	15% on the amount of default for the period default including the grace period ;
(iii)	If paid after30 days but within 60 Days of the the due date	18% on the amount of default for the period default including the grace period ;
(iv)	Delay beyond 60 days of the due date	Termination of the permit and the enti outstanding amount would be recoverable alor with interest calculated @ 21% for the entire period of default.

10. The brick Kiln owner shall be liable to make payment of lump-sum royalty for the whole of the year notwithstanding the operation of the Kiln for any part of the year.

11. In case of any default in due observance of the terms and conditions of this permit or in payment of the installment on due date, the permit may be cancelled by the competent authority by giving one month's notice. Any sum due from the permit holder on account of royalty and interest thereon shall be recovered from him/them as an arrear of land Revenue.

Signature

Designation _____

FORM PIM –3
(See rule 27(5))

Application for the grant of permit for extraction of ordinary clay / earth

To

.....
.....

Dear sir,

The applicant is the owner of land or is having the written consent of the land owner of the land measuring bigha/ ha (details of Dag, Patta numbers) in village Sub-division District and have to remove the ordinary clay/earth for leveling the land or selling the same for commercial purpose. As a result of leveling of land or excavation, ordinary clay/earth excavated is to be disposed off, for which permission is solicited. The applicant further state that :-

2. The details of the area for which permission is being sought, is given as under :-

- (a) Location of the area
- (b) purpose
- (c) total area to be excavated / leveled
- (d) extent of the area (length, breadth and depth)
- (e) quantity of the ordinary clay to be removed and disposed off
- (f) existing status of the land as compared to general ground level of

the area

- (g) advance royalty
- (h) security (refundable)

Dated :

Encls : As above
applicant)

(Name and address of the

- (i) Proof of ownership of land / consent of the land owner.

FORM PIM –4
(See rule 27(6))

Standard form for excavation of ordinary clay or earth

Whereas

Shri/Messers

has applied for the grant of a permit under the rule 27 of the Assam Minor Mineral Concession Rules, 2012, for excavation of _____tonnes/ cubic metre/ quintals of _____ordinary clay/earth, a minor minerals for excavation/ removal from_____ (details area). The applicant has/have/ paid royalty in advance amounting to _____ and Rs. _____ on account of Mines and Mineral Development, Rehabilitation and Restoration Fund (10% of the amount of royalty) and Rs. _____ on account of security (50% of the amount of royalty)

The permission is hereby granted for disposal of the mineral _____ (name of minor minerals) tones/ cubic meter/ quintals/ excavated/ removed from the aforesaid area for the period from to subject to following conditions :-

1. The holder of the permits shall keep the Government indemnified from third party claim relating to the extraction ordinary clay/earth from the land for which quarrying permit is given.

2. The holder of the permit shall excavate the ordinary clay/earth in such a manner that the same shall not disturb or damage any Road, Public ways, buildings, premises of public grounds.
3. That The holder of the permit shall not fell any tree standing on the land without obtaining prior permission in writing from the competent authority in the Forest Department. In case such permission has been granted, he shall abide by the terms and conditions stipulated in such permission.
4. The permit holder shall not carry on surface operations in any area prohibited by any authority, without obtaining prior permission in writing from the concerned authority.
5. The permit holder shall not enter and work in any Forest without obtaining prior written permission of the Forest Department.
6. The permit holder shall report immediately all accidents to the Deputy Commissioner and the competent authority concerned.
7. The depth of the pit below surface shall not exceed nine feet and in case where sand deposits are found, the depth of the pit below surface shall not exceed three feet.
8. The permit holder shall not excavate any other mineral than that of ordinary clay/earth found in the area. Any breach in this regard will entail immediate suspension of the workings and followed by termination of permit along with forfeiture of security amount, after affording opportunity of show cause. In case any mineral is illegally disposed off, the Officer-in-Charge shall also recover amount of penalty in accordance with the provisions of Mines and Mineral (Development and Regulation) Act 1957 and Rules framed thereunder.
9. The permit holder shall ensure that any mining operations below a depth of 1.5 metres shall necessarily be undertaken by formation of benches for safe mining. The benches would be formed in a manner that the width of the

bench is not lesser than the height of the bench or as permitted by the Director, Mines Safety, Government of India.

10. The permit holder shall transport /dispose of the ordinary clay/earth from the site of the excavation, only by issuing a Mineral Transit Pass.
11. The permit holder shall restore and rehabilitate the area of excavation within fifteen days from the date of expiry of the permit and shall submit compliance report to the Officer-in-Charge.
12. In case of any default due observance of the terms and conditions of this permit or in payment of the installment on due date, the permit may be cancelled by the competent authority by giving one month notice where the remaining period of permit is more than sixty days. In order cases the period of permit is less than sixty days, notice of ten days shall be given before taking decision on cancellation of permit.
13. The amount of security deposit shall entail no interest. The security shall be refunded within a period of three months in case the same is not forfeited or required to be detained for any other purpose under this permit.
14. Any sum from the permit holder shall be recovered from him as an arrear of land Revenue.

The permission shall be valid up to _____

Signatures

Designation

FORM MMP-1

[See rule 24, 25 and 38 (15)(i)]

**Monthly return for the month of _____ (to be
furnished by the
mining lessee/contractor/permit holder**

1.	Name of the Mine		3.	Name and address of lessee	
2.	Location of the Mine (a) Village (b) District (c) State		4.	Name of Minor Mineral(s) for which lease has been granted	

Name of mineral(s)	Closing stock brought forward from the previous month (Tonne/ Cu.M)	Production during the month (Tonne/ Cu.M.)	Dispatched during the month (in Tonne/ Cu.M.)				Closing stock (Tonne/ Cu.M)
			By Truck	By Railway	By means of transport	Total	
5.	6.	7.	8.				

Average daily No. of labourer or employees				Wages paid			
10				11			
Male	Female	Adolescent	Total	Male	Female	Adolescent	Total
6A	6B	6C	6D	7A	7B	7C	7D

Signature of the
lessee/contractor/

Permit holder or his authorized

agent.

Dated: _____

NB : (1) Please furnish on the reverse of this form reasons for rise or fall in production, dispatches and labour employed, etc. as compared with the previous month.

(2) Please send this report to :

(a) The competent authority;

(b) the Officer-in-Charge concerned by the 10th of the month following

the month under report.

FORM MMP-2
[See rule 38 (15)(i)]

Annual return to be furnished by the mining lessee/contractor
Annual statement of Minor Minerals obtained, labourer employed, etc. for the
Financial
Year ending _____ 20_____

Name of the lessee _____

Area of the lessee _____

Village _____

Sub- Division _____

District _____

Name of the Minor Mineral	Output	Value	Average number of persons employed daily		
			Male	Female	Total
1	2	3	4		

Average No. of days worked	No of accidents	Compensation paid (in Rs.)	No. of days worked	Remarks
5	6	7	8	9

lessee/contractor/
agent.

Signature of the
Permit holder or his authorized

Dated: _____

NB : (1) This return is to be submitted by the 15th April of each year for the preceding financial year, i.e. from First of April to 31st March to the :

- (a) The competent authority;
- (b) the Officer-in-Charge concerned.

FORM MSE – 1

[See rule 38 (21)]

Notice for explosive, etc. by the lessee

1.	Name of Mine	
2.	Name of Minor mineral(s) excavated	
3.	Situation of mine (village, Police Station , Sub-Division, District	
4.	The date when works were first started	
5.	Name and postal address of present owner(s)	
6.	Name and postal address of agency, if any	
7.	Name and postal address of Manager, if a any	
	Age	
	Qualification	
	Experience in mining	
8.	Whether workings are likely to be extended below ; Superjacent ground.	
9.	Maximum depth of open cast excavation measured from its lowest point	
	Date when depth first exceeded six metres.	
10.	Nature, amount and kind of explosives used, if any.	
11.	Date when explosives were first used.	
12.	Date(s) on which the number of persons employed on any day exceeded 50.	

Signature of the Owner/Agent/Manager

Dated: _____

To be sent to :

1. The Controller General, Indian Bureau of Mines, Government of India, Nagpur ;
2. The Director General of Mines Safety, Government of India, Guwahati ;
3. The Director, Mines Safety, Government of India, Guwahati ;

4. The regional Controller of Mines, Indian Bureau of mines, Kolkata ;
5. The Competent authority ;
6. The District Magistrate of the concerned District and
7. The Officer –in-Charge concerned.

LIST OF MINOR MINERLS

(As defined under S.3 (e) of MMDR Act, 1957 and further declared as such from time to time under the Act)

1. Building stones,
2. Gravel,
3. Ordinary clay,
4. Ordinary sand other than sand used for prescribed purposes.

Mineral Concession Rules, 1960 : Rule 70 : Sand not to be treated as minor mineral when used for certain purposes. Sand shall not be treated as minor mineral when used for any of the following purposes :

- (i) Purposes of refractory and manufacture of ceramic ;
- (ii) Metallurgical purposes ;
- (iii) Optical purposes ;
- (iv) Purposes of stowing in coal mines ;
- (v) For manufacture of silvirete cement ;
- (vi) For manufacture of Sodium silicate ;
- (vii) For manufacture of pottery and glass.

5. Boulder,
6. Shingle,
7. Chalcedony or impure quartz pebbles used for ball mill purposes or filling for bore wells or for decorative purposes in buildings,
8. Limeshell,
9. Kankar and
10. Limestone,
11. Murram,
12. Brick-earth,
13. Fuller's earth,
14. Bentonite,

15. Road metal,
16. Reh- matti,
17. Slate and
18. Shale
19. Marble,
20. Stones used for making household utensils,
21. Quartzite and sandstone, when used for purposes of building or for making road metal and house hold utensils,
22. Salt – petre

SCHEDULE - 'X'

[Under Rule 3 (1)]

Minor minerals for industrial and specific uses :

- (1) Building stone including Granite : When mined for the purpose of manufacture of polished tiles , slabs and other decorative and architectural purposes

Or

When mined in large-scale for export of the stone inthe form of cubes, slabs, boulder or gravel and for construction of dams, dykes, bridges, etc.
- (2) Marble
- (3) Fuller's earth
- (4) Bentonite
- (5) Lime Shell When used in kilns for manufacturing of lime used as building materials
- (6) Kankar
- (7) Lime stone of any grade
- (8) Brick earth When used in mechanized brick plants
- (9) Quartzite and Sand Stone When used in cement manufacturing or any other manufacturing or any other manufacturing industry.
- (10) Ordinary clay When used in cement manufacturing or in any Industry other than Cottage Industry
- (11) Shale

SCHEDULE - 'Y'

[Under Rule 3 (2)]

Minor minerals for uses other than in Industry :-

- (1) Gravel : When used in construction of roads and buildings other than mined in large scale for export and for construction of dams, dykes, bridges, etc.
- (2) Ordinary clay : Other than used in cement manufacturing or in any industry except cottage industry.
- (3) Ordinary Sand : Other than sand used for prescribed purposes.

Mineral Concession Rule 1960 :- Rule 70 :- Sand not to be treated as minor mineral when used for certain purposes sand shall not be treated as minor mineral when used for any of the following purposes :

- (i) Purpose of refractory and manufacture of ceramic,
 - (ii) Optical purposes,
 - (iii) Metallurgical purposes,
 - (iv) Purposes of stowing in coal mines,
 - (v) For manufacture of silvicrete cement,
 - (vi) For manufacture of Sodium silicate,
 - (vii) For manufacture of pottery and glass.
- (4) Boulder : When used in construction of roads and buildings other than mines in large scale for export and for construction of dams, dykes and bridges, etc.
- (5) Shingle
- (6) Chaledony or impure : When used for ball mill purposes for filling for quartz pebbles bore wells or for decorative purposes in buildings.

- (7) Murrum : Other than brick-earth used in mechanized brick plants
- (8) Brick-earth
- (9) Road metal
- (10) Reh matti
- (11) Slate and Shale : When used as building material and other than used in cement or other industry except Cottage industry
- (12) Stones : When used for making household utensils.
- (13) Quartzite and Sandstone : When used for purposes of building or for making road metal and household utensils other than used in cement manufacturing or in any other manufacturing industry.
- (14) Salt-petre
- (15) Ordinary Earth

First Schedule
Rates of royalty
(see rule 8(6), 26(6) and 27 (4))

Sl.No (In rs.)	Name of Minor Mineral	Rate of Royalty
1.	Building Stone (excluding Granite) Cu.M	100.00
2.	Gravel Cu.M	100.00
3.	Ordinary Clay Cu.M	15.00
4.	Ordinary sand other than sand Cu.M used for Prescribed purposes.	70.00
5.	Boulder Cu.M	100.00
6.	Shingle 75.00 Cu.M	
7.	Chalcedony or Impure quartz 90.00 Cu.M Pebbles	
8.	Lime Shell	
9.	Kankar Cu.M	80.00
10.	Lime Stone	
11.	Murram	-
12.	Brick Earth Cu.M	15.00
13.	Fuller's Earth Cu.M	20.00
14.	Bentonite Cu.M	30.00
15.	Road metal	-

16.	Rchmatti	-
17.	Slate	-
18.	Shale	-
19.	Marbale	-
20.	Stone used for making Household utensils	-
21.	Quartzite and Sandstone Cu.M	80.00
22.	Salt petre	-
23.	Granite Cu.M	70.00
24.	Ordinary Earth	-

Second Schedle
Fee for review and appeal
[See rule 71(1)]

An appeal before controlling Officer against the orders of Subordinate Officer	Rs. 2,000/-
An application before the Directorate / Principal Chief Conservator of Forest and Head of Forest Force for review of orders passed by him	Rs. 2,000/-
An appeal before the Government against the orders of Director/ Principal Chief Conservator of Forest and Head of Forest force	Rs. 3,000/-

Assam

R.T. JINDAL,
Principal Secretary to the Government of
Power (E), Mines and Minerals Department,
Dispur, Guwahati-6