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Atomic Minerals Concession Rules, 2016

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NOTICE

The Ministry of Mines has prepared the draft rules named “**The Atomic Minerals Concession Rules, 2016**” for regulating the grant of mineral concessions in respect of minerals specified in Part B of the First Schedule to MMDR Act, 1957, and for purposes connected therewith.

The draft rules are placed on the website of the Ministry for inviting comments/suggestions from the general public, Governments of States / Union Territories, Mining Industry, Stake Holders, Industry Associations, and other persons and entities concerned. The last date for receipt of the comments/suggestions is **24th April, 2016**.

The comments/suggestions may be sent by e-mail to the following ID: mmdr2014@gov.in

It may kindly be ensured that the comments are sent on MS-Office Word file.

Alternatively, comments/suggestions may also be sent by post to the following address:

Shri Rokhum Lalremruata
Director
Ministry of Mines
Room No 302, D Wing
Shastri Bhawan
Dr Rajendra Prasad Road
New Delhi -110 001

The envelope may kindly be super scribed on the top with: “**Comments/suggestions on the Atomic Minerals Concession Rules, 2016**”.

[To be published in the Part II, Section 3, Sub-Section (ii) of the GAZETTE OF INDIA]

GOVERNMENT OF INDIA
MINISTRY OF MINES
NOTIFICATION

New Delhi, the March, 2016

G.S.R. [●].— In exercise of the powers conferred by section 11B of the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957), the Central Government hereby makes the following rules, namely:-

CHAPTER I: PRELIMINARY

- 1. Short title and commencement.-** (1) These rules may be called the Atomic Minerals Concession Rules, 2016.

(2) These Rules shall come into force on the date of their publication in the Official Gazette.
- 2. Definitions.-** (1) In these rules, unless the context otherwise requires, -
 - (a) “**Act**” means the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957);
 - (b) “**AERB**” mean the Atomic Energy Regulatory Board;
 - (c) “**AMD**” means the Atomic Minerals Directorate for Exploration and Research under the Department of Atomic Energy, Government of India;
 - (d) “**atomic minerals**” means minerals specified in Part B of the First Schedule to the Act;
 - (e) “**Beach Sand Minerals**” means economic heavy minerals found in the teri /beach sands, which include ilmenite, rutile, leucoxene, garnet, monazite, zircon and sillimanite;
 - (f) “**DAE**” means the Department of Atomic Energy, Government of India;
 - (g) “**illegal mining**” means any reconnaissance or prospecting or mining operation undertaken by any person or a company in any area without holding a mineral concession as required under sub-section(1) of section 4 of the Act:

Explanation – For the purpose of this clause, -

- (a) violation of any rules, other than the rules made under section 23C of the Act, within the mining lease area by a holder of a mining lease shall not include illegal mining.
 - (b) any area granted under a mineral concession shall be considered as an area held with lawful authority by the holder of such mineral concession, while determining the extent of illegal mining.
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- (h) “**railway**” and “**railway administration**” have the meanings respectively assigned to them in the Indian Railways Act, 1989 (24 of 1989);
 - (i) “**Schedule**” means a Schedule appended to these rules;
 - (j) “**section**” means a section of the Act; and
 - (k) “**threshold value**” means the quantity of atomic mineral contained in the ore, as specified and notified by AMD as threshold value for the particular atomic mineral, from time to time in **Schedule A**, occurring as such or in association with one or more minerals.
 - (l) “**Prescribed Substances**” means minerals included in the list of Prescribed Substances under the Atomic Energy Act, 1962
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- (2) The terms Reconnaissance Survey, Preliminary Exploration, General Exploration, Detailed Exploration, Mineral Resource, Inferred Mineral Resource, Indicated Mineral Resource, Measured Mineral Resource, Mineral Reserve, Inferred Mineral Reserve, Indicated Mineral Reserve, Measured Mineral Reserve, Modifying Factors, Pre-Feasibility Study, Feasibility Study, cut-off grade, used in these rules in connection with mineral exploration shall have the meanings as defined in the Minerals (Evidence of Mineral Contents) Rules, 2015.
- (3) The words and expressions used in these rules but not defined herein shall have the same meaning as assigned to them in the Act, the rules made thereunder or the Atomic Energy Act, 1962 (33 of 1962), as the case may be.
- 3. Applicability.-** (1) These rules shall apply only to mineral concessions relating to atomic minerals where the quantity of atomic mineral contained in the ore is equal to or more than the threshold value.
- (2) Minerals concessions relating to atomic minerals where the quantity of atomic mineral contained in the ore is less than the threshold value will be

governed, *mutatis mutandis*, by the provisions of the Minerals (Other than Atomic and Hydrocarbons Energy Minerals) Concession Rules, 2016, in force.

- 4. Saving of Act 33 of 1962.-** Nothing in these rules shall affect the provisions of the Atomic Energy Act, 1962 (33 of 1962) and the rules made thereunder in respect of licensing relating to atomic minerals listed in Part B of the First Schedule to the Act.

CHAPTER II : DISCOVERY AND GRANT OF MINERAL CONCESSIONS

- 5.** (1) Where a prospecting report prepared in conformity with the provisions of the Minerals (Evidence of Mineral Contents) Rules, 2015, indicates the occurrence of atomic minerals and in case the quantity of atomic minerals contained in the ore is equal to or above the threshold value the State Government shall,—

(a) identify and demarcate the area where a mining lease is proposed to be allocated into forest land, land owned by the State Government, and land not owned by the State Government.

(b) submit a proposal for grant of mining lease over the area identified and demarcated under clause (a) with the precise areas along with survey numbers, to the Central Government with a request to nominate a Government Company or corporation owned or controlled by the Government for the grant of such mining lease:

Provided that where the Central Government is of the opinion that mining in such identified area is not required to be undertaken by a Government Company or corporation owned or controlled by the Government, it may, by order in writing, declare so and in such cases, the provisions of sub-rule (2) shall, *mutatis mutandis*, apply and the State Government may grant mineral concessions over such area in accordance with section 11 or section 17A of the Act and the rules, including rules made under Section 13.

- (2) Where a prospecting report indicates the occurrence of atomic minerals and in case the quantity of atomic minerals contained in the ore is less than the threshold value the State Government may grant mineral concessions over such area in accordance with section 11 or section 17A of the Act and the rules, including rules made under Section 13:

Provided that atomic minerals discovered during the mining operations shall be handled and disposed of in accordance with directives issued by the DAE regarding

conservation of atomic minerals and the directives issued by the Atomic Energy Regulatory Board regarding radiological safety.

6. (1) The DAE shall, within 90 days of receipt of the proposal under clause (b) of sub-rule (1) of rule 5, intimate the State Government in writing about the prospective lessee, and a copy of such intimation shall also be sent to the prospective lessee.

(2) Notwithstanding sub-rule (1), the DAE reserves its rights, wherever required, to additionally notify region and deposit-specific threshold values in the case of uranium bearing minerals, as well as authorize MoM and/or the (concerned) State Government, subject to terms and conditions specified by the DAE, to grant mining lease for one or more specific mineral present associated with Atomic Minerals. Provided further that the lessee in this latter case will be governed by these Rules.

(3) The prospective lessee shall, within 60 days of receipt of the intimation under sub-rule (1), submit an application to the State Government for grant of a mining lease, in the format specified in Schedule B along with an application fees of Rs.10,000 per sq km.

(4) The State Government shall, within 90 days of receipt of a duly completed application under sub-rule (3), issue an order for grant of a mining lease to the prospective lessee:

Provided that for the private lands not owned by the State Government which are available within the area demarcated by the State Government under clause (b) of sub-rule (1) of rule 5, the State Government shall not insist for furnishing consent of the concerned private land owners or obtaining the surface rights or the like etc. during the issuance of order:

Provided further that the State Government shall obtain an undertaking from the prospective lessee stating that consents of the private land owner(s) or surface rights will be obtained and furnished by the prospective lessee in a phased manner to the State Government prior to entering into the private lands for mining, and no mining will be carried out in private lands not owned by State Government without obtaining the consents or surface rights.

(5) Upon receipt of an order under sub-rule (4) the prospective lessee shall,—

(a) prepare a mining plan in accordance with provisions of Chapter IV and

submit the same to AMD for its approval under clause (b) of sub-section (2) of section 5, within a period of 12 months from the date of issuance of the order;

- (b) provide a performance security to the State Government in the form of a bank guarantee as per the format specified in Schedule C or as a security deposit, for an amount equivalent to 0.50% of the value of estimated resources, which performance security may be invoked by the State Government as per the terms and conditions of Mine Development and Production Agreement and the mining lease deed. The performance security shall be adjusted every five years so that it continues to correspond to 0.50% of the reassessed value of estimated resources;
- (c) obtain all consent, approval, permit, no-objection as may be required under applicable laws for commencement of mining operations;
- (d) sign an Mine Development and Production Agreement with the State Government as per the format specified by the Central Government after compliance of conditions specified in clause (a), (b) and (c) of this sub-rule; and
- (e) meet other conditions as may be specified by the State Government with the prior approval of the DAE.

(6) The State Government shall execute a mining lease deed with the prospective lessee in the format specified in Schedule D within ninety days of fulfilment of the conditions specified in sub-rule (5), and if no such deed is executed within the said period due to any default on the part of the prospective lessee, the State Government may revoke the order granting the lease and in that event the fee paid under sub-rule (3) shall be forfeited to the State Government.

(7) The mining lease executed under sub-rule (6) shall be registered within a period of thirty days from the date of its execution; and the date of the commencement of the period for which a mining lease is granted shall be the date on which a duly executed mining lease deed is registered.

(8) All mining leases granted under this rule 7 on and from January 12, 2015, shall be granted for a period of fifty years:

Provided that a mining lease that includes minerals of uranium or thorium including mining leases existing as on the date of coming into force of these rules, shall be granted or deemed to have been granted for a period until the entire reserves of such minerals in the mine is exhausted.

7. Discovery of atomic minerals by holder of a mineral concession.-

(1) If a holder of a mineral concession which has been granted pursuant to the rules made under section 13 discovers any atomic minerals, then he shall report the findings to the AMD and the State Government.

(2) Upon receipt of a report under sub-rule (1), the AMD shall compare the quantity of atomic minerals in the concession area with the threshold value and

(a) if the grade of atomic minerals is less than the threshold value, the mineral concession may continue its operations; or

(b) if the grade of atomic minerals is equal to or above the threshold value, then,

(i) in case of a reconnaissance permit which was granted prior to January 12, 2015 – the holder of such reconnaissance permit shall be eligible to receive a prospecting licence followed by a mining lease under section 10A, only if it is a government company or corporation approved by the DAE;

(ii) in case of a prospecting licence, including a prospecting licence-cum-mining lease – the holder of such prospecting licence shall be eligible to receive a mining lease, only if it is a government company or corporation approved by the DAE; or

(iii) in case of a mining lease which has been granted to an entity not eligible to receive a mining lease for atomic minerals under these rules, such mining lease shall be terminated by the State Government. In such case, the State Government may grant a new mining lease in accordance with these rules,

and the State Government shall pay the holder of the reconnaissance permit, or the prospecting licence, such sum as, in its opinion, would represent a fair estimate of the expenditure incurred on such reconnaissance or prospecting as the case may be.

(3) If the AMD finds the report submitted under sub-rule (1) to be insufficient for making a determination under sub-rule (2), it may seek additional information from the holder of mineral concession and/or direct the holder mineral concession to continue exploration and submit findings with regard to such additional data as may be specified by the AMD. Upon receipt of such

findings and data, the AMD will take action as specified in sub-rule (2).

CHAPTER III: MINING PLAN FOR ATOMIC MINERALS

8. Mining Plan,- (1) No mining operations shall be undertaken with respect to a mining lease granted under sub-rule (6) of rule 6, except in accordance with a mining plan which has been approved by AMD pursuant to clause (b) of sub-section (2) of section 5:

(2) If a mining lease granted under sub-rule (6) of rule 6 is also for minerals other than atomic minerals, then the lessee shall prepare a composite mining plan for mining of all the minerals specified in the mining lease, including the atomic minerals. In such a case, the composite mining plan shall be approved only by the AMD pursuant to clause (b) of sub-section (2) of section 5.

(3) The composite mining plan shall be submitted for approval to the Director, AMD, Hyderabad along with a non-refundable fee of rupees one thousand per square kilometre on a pro rata basis of area over which the mining lease is applied for.

(4) The AMD shall dispose of the application for approval of the mining plan within a period of ninety days from the date of receipt of a duly completed application:

Provided that if the AMD finds an application incomplete and requires any modification, then the aforementioned period of ninety days shall be reckoned from the date on which a duly complete application is resubmitted.

(5) The Mining Plan shall incorporate:

- (i) The plan of the lease hold area showing the nature and extent of the mineral body
- (ii) details of the geology and lithology of the area including mineral reserves of the area;
- (iii) the extent of manual mining or mining by the use of machinery and mechanical devices;
- (iv) the plan of the area showing natural water courses, limits of reserves and other forest areas and density of trees, if any, assessment of impact of mining activity on forest, land surface and environment including air and water pollution; details of scheme of restoration of the area by afforestation, land reclamation, use of pollution control devices and such other measures as may be directed by the Department of Atomic Energy or the State Government from time to time;

- (v) a tentative scheme of mining and annual programme and plan for excavation from year to year for five years;
- (vi) Precise area/ allocated area from the State Government marked in the cadastral maps.
- (vii) a Progressive Mine Closure Plan as defined in rules made under section 18; and
- (viii) any other matter which the AMD may require to be provided in the mining plan.

(6) The mining plan shall be made in accordance with the format provided by AMD.

(7) The mining plan once approved shall be subject to review and updation at an interval of every five years starting from date of registration of the duly executed mining lease deed:

Provided that any modification of the mining plan shall be approved by AMD in accordance with the procedure specified in this rule regarding approval of a mining plan, and such an approval of the modified mining plan shall remain valid for the balance duration of the mining lease.

(8) The lessee shall submit, one hundred and eighty days before the expiry of every five years period specified in sub-rule (7), a mining plan for mining operations for the next period of subsequent five years.

(9) A holder of a mining lease may seek modifications in the approved mining plan as are considered expedient, keeping in view changes in the business environment; or in the interest of safe and scientific mining, conservation of minerals, for the protection of environment, increase in production, increase or decrease in lease area, any drastic changes in the beneficiation process or any other reason to be specified in writing by the holder of a mining lease. Any modification to a mining plan shall be approved by AMD.

9. Preparation of Mining Plan,- (1) Every mining plan under clause (b) of sub-section (2) of section 5 shall be prepared by a person having the following qualifications and experience:

- (a) a degree in mining engineering or a post-graduate degree in geology granted by a university established or incorporated by or under a Central Act, a Provincial Act or a State Act, including any institutions recognised by the University Grants Commission under section 4 of the University Grants Commission Act, 1956 (3 of 1956) or any equivalent qualification

granted by any university or institution outside India and recognised by Government of India; and

(b) professional experience of five years of working in a supervisory capacity in the field of mining after obtaining the degree.

(2) Modifications to a mining plan shall be carried out by a person qualified to prepare a mining plan.

(3) It shall be the obligation of the lessee to ensure that the mining plan is prepared in accordance with the format prescribed by AMD in this regard.

CHAPTER IV: TERMS AND CONDITIONS OF A MINING LEASE

10. Conditions: (1) Every mining lease granted by the State Government shall be subject to the following conditions :-

(a) the lessee shall at all times comply with the Act, the rules and all other applicable laws, including without limitation, the Atomic Energy Act, 1962.

(b) the lessee shall report in writing to the State Government and the DAE the discovery in the leased area of any mineral not specified in the lease, within sixty days of such discovery;

(c) if any mineral not specified in the lease is discovered in the leased area, the lessee shall not win and dispose of such mineral unless such mineral is included in the lease or a separate lease is obtained there for;

(d) the lessee shall pay, for every year, except the first year of the lease, such yearly dead rent at the rates specified in the Third Schedule of the Act and if the lease permits the working of more than one mineral in the same area, the State Government shall not charge separate dead rent in respect of each mineral:

Provided that the lessee shall be liable to pay: (i) the aggregate of royalty in respect of all minerals; or (ii) the dead rent for the highest value mineral, whichever is higher;

(e) the lessee shall also pay, for the surface area used by him for the purposes of mining operations, surface rent and water rate at such rate, not exceeding the land revenue, water and cesses assessable on the land, as may be specified by the State Government in the lease;

(f) The lessee shall commence mining operations within two years from the date of execution of mining lease deed 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;

- (g) Subject to the Act, the rules and any other applicable law, the lessee shall, with respect to the land leased to him, have the right for the purpose of mining operations on that land –
 - (a) to work the mines and conduct mining operations;
 - (b) to sink pits and shafts and construct buildings and roads;
 - (c) to erect plant and machinery;
 - (d) to quarry and obtain building and road materials and make bricks;
 - (e) to use water and take timber;
 - (f) to use land for stacking purpose;
 - (g) to do any other thing specified in the lease.

- (h) the lessee shall at his own expenses erect and at all times maintain and keep in good repair boundary marks and pillars necessary to indicate the demarcation shown in the mining plan annexed to the lease. With respect to Manner of construction and upkeep of boundary pillars:
 - (i) each corner of the lease area shall have a boundary pillar (corner pillar);
 - (ii) there shall be erected intermediate boundary pillars between the corner pillars in such a way that each pillar is visible from the adjacent pillar located on either side of it;
 - (iii) the distance between two adjacent pillars shall not be more than fifty meters;
 - (iv) the pillars shall be of square pyramid frustum shaped above the surface and cuboid shaped below the surface;
 - (v) each pillar shall be of reinforced cement concrete;
 - (vi) the corner pillars shall have a base of 0.30m X 0.30m and height of 1.30m of which 0.70m shall be above ground level and 0.60m below the ground;
 - (vii) the intermediate pillars shall have a base of 0.25m X 0.25m and height of 1.0m of which 0.70m shall be above ground level and 0.30m below the ground;
 - (viii) all the pillars shall be painted in yellow colour and the top ten centimetres in red colour by enamel paint and shall be grouted with cement concrete;
 - (ix) on all corner pillars, distance and bearing to the forward and

backward pillars and latitude and longitude shall be marked;

- (x) each pillar shall have serial number in a clockwise direction and the number shall be engraved on the pillars;
 - (xi) the number of pillar shall be the number of the individual pillar upon the total number of pillars in the lease;
 - (xii) the tip of all the corner boundary pillars shall be a square of 15 centimetre on which a permanent circle of 10 centimetres diameter shall be drawn by paint or engraved and the actual boundary point shall be intersection of two diameters drawn at 90 degrees;
 - (xiii) the lease boundary survey shall be accurate within such limits of error as the Director, AMD may specify in this behalf;
 - (xiv) the location and number of the pillars shall also be shown in the surface and other plans maintained by the lessee; and
 - (xv) in case of forest area within the lease, the size and construction and colour of the boundary pillars shall be as per the norms specified by the Forest Department in this behalf.
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- (i) the lessee shall not carry on, or allow to be carried on, any mining operations at any point within a distance of fifty meters from any railway line, except under and in accordance with the written permission of the railway administration concerned, or under or beneath any ropeway or ropeway trestle or station, except under and in accordance with the written permission of the authority owning the ropeway, or from any reservoir, canal or other public works, or buildings, except under and in accordance with the prior permission of the State Government. The said distance of fifty meters shall be measured in the case of railway, reservoir or canal, horizontally from the outer toe of the bank or the outer edge of the cutting, as the case may be, and in case of a building, horizontally from the plinth thereof;
 - (j) the lessee shall not, in the case of village roads (including any track shown in the revenue record as village road), allow any working to be carried on within a distance of ten meters of the outer edge of the cutting except with the prior permission of the Deputy Commissioner or Collector or any other officer duly authorised by the State Government in this behalf and otherwise than in accordance with such directions, restrictions and additions, either general or special, which may be attached to such permission;
 - (k) the lessee shall keep accurate and faithful accounts showing the quantity and other particulars of all minerals obtained and despatched from the mine, the number and nationality of persons employed therein, and complete plans of the mine, and shall allow any officer authorised by the DAE/AMD or the State Government in this behalf to examine at any time

any accounts, plans and records maintained by him and shall furnish to the Central or the State Government with such information and returns as it or any officer authorised by it in this behalf may require;

Notwithstanding the above, in the case of 'minerals containing Prescribed Substances' such information and returns will be furnished only to the Director, AMD.

- (l) the lessee shall keep accurate records of all trenches, pits and drillings made by him in the course of mining operations carried on by him under the lease, and shall allow any officer authorised by the Central or the State Government to inspect the same. Such records shall contain the following particulars, namely :-
 - (i) the subsoil and strata through which such trenches, pits or drillings pass;
 - (ii) any mineral encountered;
 - (iii) such other particulars as the Central or the State Government may from time to time require;
- (m) the lessee shall strengthen and support, to the satisfaction of the railway administration concerned or the State Government, as the case may be any part of the mine which in its opinion requires such strengthening or support for the safety of any railway, reservoir, canal, road or any other public works or buildings;
- (n) the lessee shall allow any officer authorised by the Central or the State Government to enter upon any building, excavation or land comprised in the lease for the purpose of inspecting the same;
- (o) the lessee shall store properly the unutilized or non-saleable sub-grade ores or minerals for future beneficiation ;
- (p) Whenever mining is undertaken for beach sand mineral deposits or heavy mineral deposits available at in-land teris or areas containing atomic mineral(s) in association with other minerals, the lessee shall maintain the records and details of the list of mineral(s) mined, details of mining methodology & storage location of these mineral(s) within the mining lease area, tonnage of such minerals(s), the mineralogy, complete material balance towards conservation of such minerals with respect to to in situ mineral contents. The preferential separation of one or more of the heavy minerals of commercial interest from Beach Sand Minerals would invariably result in enhancement of the relative content of other minerals and atomic minerals including monazite in the left-over beach sands. Accordingly, the lessee shall also maintain the details of quantity of waste as well as tailings generated during mining and mineral beneficiation activities and the storage location should be clearly maintained in the plans and registers, and the lessee shall not transfer or sell or dispose such materials without the approval of the DAE regarding conservation of

atomic minerals and the directives issued by the Atomic Energy Regulatory Board regarding radiological safety.

- (q) the lessee shall, in the matter of employment, give preference to the tribals and to the persons who become displaced because of the taking up of mining operations;
- (r) the lessee shall pay to the occupier of the surface of the land such compensation as may become payable under these rules
- (s) the State Government or any lessee or person authorised by it in that behalf by the State Government shall have the right to:
 - (i) enter into and upon the leased lands and to construct upon, over or through the same, any railways, tramways, roadways or pipelines for any purpose authorized by the State Government and to get from the said lands, stones, gravel, earth and other materials for making, maintaining and repairing such railways, tramways, roads or any existing railways and roads; and
 - (ii) to pass over or along any such railways, tramways, road lines and other ways, at all times, with or without horses, cattle or other animals, carts, wagons, carriages, locomotives or other vehicles for all purposes,

provided that in the exercise of such liberty and power by such other lessee or person authorised by the State Government, no substantial hindrance or interference shall be caused to or with the liberties, powers and privileges of the lessee and fair compensation as may be mutually agreed upon or in the event of disagreement, as may be decided by the State Government, shall be made to the lessee for all loss or damage substantial hindrance or interference caused to the lessee by such other lessee or person authorised by the State Government;

- (t) the lessee shall also comply with the provisions of any other rules formulated under section 11B as applicable.

(2) A mining lease may contain such other conditions as the State Government may deem necessary in regard to the following, namely :-

- (a) the time-limit, mode and place of payment of rents and royalties;
- (b) the compensation for damage to the land covered by the lease;
- (c) the felling of trees;
- (d) the restriction of surface operations in any area prohibited by any authority;

- (e) the notice by lessee for surface occupation;
- (f) the provision of proper weighing machines;
- (g) the entering and working in a reserved or protected forest;
- (h) the securing of pits and shafts;
- (i) the reporting of accidents;
- (j) the indemnity to Government against claims of third parties;
- (k) the delivery of possession of lands and mines on the surrender, expiration or determination of the lease;
- (l) the time limit for removal of mineral, ore, plant, machinery and other properties from the lease hold area after expiration, or sooner termination or surrender or abandonment of the mining lease;
- (m) the forfeiture of property left after termination of lease;
- (n) the power to take possession of plant, machinery, premises and mines in the event of war or emergency;
- (o) filing of civil suits or petitions relating to disputes arising out of the area under lease.

(3) The State Government may, either with the prior approval of the Department of Atomic Energy or at the instance of the DAE, impose such further conditions as may be necessary in the interests of development of atomic minerals or areas containing atomic mineral(s) in association with other minerals.

(4) If the lessee does not allow entry or inspection under clause (k), (l), or (n) of sub-rule (1), the State Government shall give notice in writing to the lessee requiring him to show cause within such time as may be specified in the notice why the lease should not be terminated and if the lessee fails to show cause within the aforesaid time to the satisfaction of the State Government, termination of the lease may be done by the State Government with due permission from Department of Atomic Energy.

(5) If the lessee holding a mining lease is convicted of illegal mining and there are no interim orders of any court of law suspending the operation of the order of such conviction in appeals pending against such conviction in any court of law, the State Government may, without prejudice to any other proceedings that may be taken under the Act or the rules framed thereunder, after giving such lessee an opportunity of being heard and for reasons to be recorded in writing and communicated to the lessee, may opt for termination of the lease with due permission from Department of Atomic Energy.

(6) If the lessee makes any default in the payment of royalty as required under

section 9 or payment of dead rent as required under section 9A or payment of monies as required under section 9B or section 9C or commits a breach of any of the conditions specified in these rules, the State Government shall give notice to the lessee requiring him to pay the royalty or dead rent or remedy the breach, as the case may be, within sixty days from the date of the receipt of the notice and if the royalty or dead rent is not paid or the breach is not remedied within the said period, the State Government may, with prior permission from the DAE, without prejudice to any other proceedings that may be taken against him, terminate the lease and forfeit the whole or part of the performance security.

- 11. Action for contravention or non-fulfilment of obligations:-** (1) In the case of contravention or non-fulfilment of the obligations under the mining lease deed or the terms and conditions of mining lease, the State Government, under intimation to the Department of Atomic Energy, reserves the right to take appropriate action, including the right to terminate the mining lease and/or forfeit, in whole or part, the amount of performance security deposited by the holder of mining lease.

Provided that no such order shall be made without giving the lessee a reasonable opportunity of stating his case.

- (2) If the lessee fails to carry out or perform any of its obligations hereunder or under the lease deed within the time specified in that behalf, the State Government may cause the same to be carried out or performed and the lessee shall pay the State Government, on demand, all expenses incurred in this regard by the State Government and the decision of the State Government as to such expenses shall be final.
- (3) Failure on the part of the lessee to fulfil any of the terms and conditions hereunder or under the mining lease shall not give the Central Government or State Government any claim against the lessee or be deemed a breach of the lease, in so far as such failure is considered by the relevant Government to arise from force majeure. In the event of any delay by the lessee to fulfil any of the terms and conditions hereunder or under the mining lease on account of a force majeure event, the period of such delay shall be added to the period fixed by these rules or the mining lease.

In this rule the expression “force majeure” means act of God, war, insurrection, riot, civil commotion, strike, earth quake, tide, storm, tidal wave, flood, lightning, explosion, fire, earthquake and any other happening which the lessee could not reasonably prevent or control.

CHAPTER V: LAPSE, SURRENDER OR TERMINATION

12. Lapsing of the mining lease.- (1) Subject to the conditions of this rule where mining operations are not commenced within a period of two years from the date of execution of the mining lease, or is discontinued for a continuous period of two years after commencement of such operations, the mining lease shall lapse.

(2) The lapsing of a mining lease shall be recorded through an order issued by the State Government and shall also be communicated to the lessee.

(3) Where a lessee is unable to commence the mining operations within a period of two years from the date of execution of the mining lease or discontinuation of mining operations for reasons beyond his control, he may submit an application to the State Government, explaining the reasons for the same, at least three months before the expiry of such period of two years:

Provided where the lessee has failed to make the application within the time stipulated above, the lease shall lapse on expiry of the period of two years.

(4) Application made under sub-rule (3) shall specify in detail:

- (a) the reasons on account of which it will not be possible for the lessee to undertake mining operations or continue such operations;
- (b) the manner in which such reasons are beyond the control of the lessee; and
- (c) the steps that have been taken by the lessee to mitigate the impact of such reasons.

(5) Every application under sub-rule (3) shall be accompanied by a fee of rupees one lakh.

(6) The State Government shall, after examining the adequacy and genuineness of the reasons for the non-commencement of mining operations or discontinuance thereof, pass an order, within a period of three months from the date of receipt of the application made under sub-rule (3) or the date on which the mining lease would have otherwise lapsed, whichever is earlier, either granting or rejecting such request:

Provided that such mining lease shall lapse on failure to undertake mining operations or inability to continue the same before the end of a period of six months from the date of the order of the State Government communicating that the lease has not lapsed.

(7) The State Government may, on an application made by the holder of a

mining lease submitted within a period of six months from the date of its lapse and on being satisfied about the adequacy and genuineness of the reasons for non-commencement of mining operations or discontinuance thereof was beyond the control of the holder of the mining lease, revive the mining lease within a period of three months from the date of receiving the application from such prospective or retrospective date as it thinks fit but not earlier than the date of lapse of the mining lease:

Provided that no mining lease shall be revived for more than twice during the entire period of the mining lease.

(8) Application made under sub-rule (7) for revival of the mining lease shall specify in detail:

- (a) the reasons on account of which the lessee failed to undertake mining operations or continue such operations;
- (b) the manner in which such reasons are beyond the control of the lessee; and
- (c) the steps that have been taken by the lessee to mitigate the impact of such reasons.

Provided that the State Government may seek such additional information, documents or clarifications with respect to the application as it may require.

(9) Every application under sub-rule (7) shall be accompanied by a fee of rupees one lakh.

(10) The State Government shall have the right to enforce the performance security of the lessee to carry out protective, reclamation and rehabilitation measures in the leased area of the mining lease which has lapsed.

(11) The lessee shall pay any expenditure over and above the performance security incurred by the State Government, towards protective, reclamation and rehabilitation measures in the leased area of the mining lease which has lapsed.

13. Surrender of the mining lease.- (1) The lessee may make an application for surrender of the entire area of the mining lease after giving a notice in writing of not less than twelve calendar months from the intended date of surrender. Such application shall be accompanied by an approved final mine closure plan:

Provided that the lessee may make an application for surrender of a part of the area under mining lease only in case the lessee has been unable to obtain

forest clearance for such area and in such cases, the minimum area of the mining lease shall stand adjusted accordingly.

(2) The State Government shall allow surrender of a mining lease under sub-rule (1) if the following conditions are satisfied:

(a) the lessee has submitted documents to evidence implementation of the approved final mine closure plan; and

(b) all dues with respect to the mining lease have been settled.

(3) In case of surrender of the entire area of the mining lease, the performance security provided by the lessee shall be forfeited.

(4) The lessee shall pay any expenditure over and above the performance security incurred by the State Government, towards protective, reclamation and rehabilitation measures in the leased area of the mining lease which has been surrendered.

14. Termination.- In the event of termination of a mining lease under the provisions of sub-section (1) of section 4A, or these rules, the State Government shall have the right to enforce the performance security of the lessee to carry out protective, reclamation and rehabilitation measures in the area.

(2) The lessee shall pay any expenditure over and above the performance security incurred by the State Government, towards protective, reclamation and rehabilitation measures in the leased area of the mining lease which has been terminated.

(3) The lessee may, after paying the rents, rates and royalties payable hereunder or under the lease deed, on the expiry or termination of the lease term or within six calendar months thereafter, whichever is earlier (unless the lease is terminated for default of the lessee, and in that case at any time not less than three calendar months nor more than six calendar months after such termination) take down and remove for its own benefit, all or any ore mineral excavated during the currency of the lease, engines, machinery, plant, buildings structures, tramways, railways and other works, erections and conveniences which may have been erected, set up or placed by the lessee in or upon the leased lands and which the lessee is not bound to deliver to the State Government or which the State Government does not desire to purchase.

(4) If at the end of six calendar months after the expiry or termination of the lease term there shall remain in or upon the leased land, any ore or mineral, engines, machinery, plant, buildings structures, tramways, railways and other work, erections and conveniences or other property which are not required by the lessee in connection with operations in any other lands held by it under

prospecting licence or mining lease, the same shall, if not removed by the lessee within one calendar month of being notified to do so by the State Government, be deemed to become the property of the State Government and may be sold or disposed of in such manner as the State Government shall deem fit without liability to pay any compensation or to account to the lessee in respect thereof.

CHAPTER VI : COMPENSATION

15. Payment of compensation to owner of surface rights etc.- (1) The holder of a mineral concession shall be liable to pay to the occupier of the surface of the land over which he holds the concession, such annual compensation as may be determined by an officer appointed by the State Government by notification in this behalf in the manner provided in sub-rules (2) through (6).

(2) In the case of agricultural land, the amount of annual compensation shall be worked out on the basis of the average annual net income from the cultivation of similar land for the previous three years.

(3) In the case of non-agricultural land, the amount of annual compensation shall be worked out on the basis of average annual letting value of similar land for the previous three years.

(4) The annual compensation referred to in sub-rule (1) shall be payable on or before such date as may be specified by the State Government in this behalf.

(5) The holder of a mineral concession may implement the provisions of rehabilitation & resettlement policy for payment of such compensation, approved by the State Government as the case may be.

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

Transparency in Land Acquisition, Rehabilitation & Resettlement Act, 2013.

Whenever the private patta land owners provide the consents to the lessee for a short period towards surface operations over their lands, the payment of compensation amount for the said short period shall be arrived based on the mutually agreed terms and conditions. Amount of compensation shall be assessed either as per the prevailing State Government Rules or by the officer appointed by the State Government. . Payment of Compensation amount by the Lessee to the concerned land owner, undertaking the surface operations over the private land for a short period as per the consent and handing over back the said private land after completion of surface operations shall be as per the mutually agreed terms and conditions between the lessee and the private land owner. Under no circumstances, the lessee shall enter into the private patta lands for surface operations without obtaining consents.

16. Assessment of compensation for damage.- (1) After the termination of a mineral concession, the State Government shall assess the damage, if any, done to the land by the reconnaissance or prospecting or mining operations, as the case may be, and shall determine the amount of compensation payable by the mineral concession holder, as the case may be, to the occupier of the surface land.

(2) Every such assessment shall be made within a period of one year from the date of termination of the mineral concession and shall be carried out by an officer appointed by the State Government by notification in this behalf.

CHAPTER VII: PAYMENTS

17. How the fees and deposit are to be made:- Any amount payable under the Act or rules made thereunder except that payable in respect of revision petition under sub-rule (2) of rule 23 and mining plan under sub-rule (3) of rule 8, shall be paid in such manner as the State Government may specify in this behalf.

18. Payment of interest.- The State Government may, without prejudice to the provisions contained in the Act or rules made thereunder, charge simple interest at the rate of 24% per annum on any rent, royalty or fee other than the fee payable under sub-rule (2) of rule 23 and sub-rule (3) of rule 8, or other sum due to that Government under the Act or rules made thereunder or terms and conditions of any mineral concession from the sixtieth day of the expiry of the date fixed by that Government for payment of such royalty, rent, fee or other sum and until payment of such royalty, rent, fee or other sum is made.

19. Payments under the mining lease:- (1) The Lessee shall pay royalties to the state government in the manner specified in Section 9 of the Act or the dead

rent specified in Section 9A of the Act.

(2) The lessee shall pay, for every year, except the first year of the lease, such yearly dead rent at the rates specified in the Third Schedule of the Act and if the lease permits the working of more than one mineral in the same area, the State Government shall not charge separate dead rent in respect of each mineral:

Provided that the lessee shall be liable to pay: (i) the aggregate of royalty in respect of all minerals; or (ii) the dead rent for the highest value mineral, whichever is higher;

(3) the lessee shall also pay, for the surface area used by him for the purposes of mining operations, surface rent and water rate at such rate, not exceeding the land revenue, water and cess assessable on the land, as may be specified by the State Government in the lease;

20. Payments under section 9B and section 9C:- In addition to the payments specified herein, the holder of a mining lease or a prospecting licence-cum-mining lease shall be required to pay monies to the District Mineral Foundation and the National Mineral Exploration Trust in accordance with the provisions of section 9B and section 9C respectively, and the rules in relation thereto.

21. Charging of Royalty in case of minerals subjected to processing:- (1) In case processing of run-of-mine mineral is carried out within the leased area, then, royalty shall be chargeable on the processed mineral removed from the leased area.

(2) In case run-of-mine mineral is removed from the leased area to a processing plant which is located outside the leased area, then, royalty shall be chargeable on the unprocessed run-of-mine mineral and not on the processed product.

22. Manner of payment of royalty on minerals on ad valorem basis:- Every mine owner, his agent, manager, employee, contractor or sub-lessee shall compute the amount of royalty on minerals where such royalty is charged on ad valorem basis as follows:

- for all Atomic minerals in Part-B of First Schedule of the Act, the State-wise sale prices for different minerals as published by DAE shall be the sale price for computation of royalty in respect of any mineral produced any time during a month in any mine in that State, and the royalty shall be computed as per the formula given below:

$$\text{Royalty} = \sum \text{Sale price of mineral (grade wise and State-wise)} \\ \text{published by AMD / IBM / SG}$$

X Rate of royalty (in percentage) X Total quantity of mineral of a particular grade dispatched (removed from the lease area):

Provided that if for a particular mineral, the information for a State for a particular month is not published by the State Government and DAE the latest information available for that mineral in the State shall be referred, failing which the latest information for All India for the mineral shall be referred.

CHAPTER VIII: REVISION

23. Application for revision.- (1) Any person aggrieved by:

- (a) any order made by the State Government or other authority in exercise of the powers conferred on it by or under the Act or the Atomic Minerals Concession Rules, 2015 made there under; or
- (b) non-passing of any order by the State Government or other authority in exercise of the powers conferred on it by or under the Act or the rules made there under, within the time prescribed there for

may, within three months of (i) the date of communication of the order to him; or (ii) the date on which the time period for passing such order expired, apply to the DAE in the form specified in **Schedule F** for passing of an order, pursuant to section 30.

(2) The application should be accompanied by a bank draft for rupees ten thousand as application fee drawn on a Scheduled bank in the name of 'Pay and Accounts Officer, DAE payable at Mumbai or by way of a bank transfer to the designated bank account of the DAE:

Provided that any such application may be entertained after the said period of three months if the applicant satisfies the Central Government that he had sufficient cause for not making the application within time.

(3) In every application under sub-rule (1) against the order of a State Government refusing to grant a mineral concession, any person to whom a mineral concession was granted in respect of the same area or for a part thereof, shall be impleaded as party.

(4) The applicant shall, along with the application under sub-rule (1), submit as many copies thereof as there are parties impleaded under sub-rule (3).

(5) On receipt of the application and copies thereof, the Central Government shall send a copy of the application to each of the parties impleaded under sub-rule (3) specifying a date on or before which he may make his representations, if any, against the revision application:

Provided that in case where the revision application has been filed for the reason that no order has been passed by the State Government within the time prescribed therefor, the Central Government shall before passing an order give the State Government an opportunity of being heard or to represent in the matter.

24. Orders on revision application:- (1) On receipt of an application for revision under rule 23, copies thereof shall be sent to the State Government or other authority and to all the impleaded parties calling upon them to make such comments as they may like to make within three months from the date of issue of the communication, and the State Government or other authority and the impleaded parties, while furnishing comments to the Central Government shall simultaneously endorse a copy of the comments to the other parties.

(2) Comments received from any party under sub-rule (1) shall be sent to the other parties for making such further comments as they may like to make within one month from the date of issue of the communication and the parties making further comments shall send them to all the other parties.

(3) The revision application, the communications containing comments and counter-comments referred to in sub-rule (1) and (2) shall constitute the records of the case.

(4) After considering the records referred to in sub-rule (3), the Central Government may confirm, modify or set aside the order or pass such other order in relation thereto as the Central Government may deem just and proper.

(5) The Central Government may for sufficient cause, pending the final disposal of an application for revision, stay the execution of the order against which any revision application has been made.

(6) If in any event the orders of the State Government are revised, reviewed or cancelled by the Central Government in pursuance of proceedings under the Atomic Minerals Concession Rules, 2015, the Lessee shall not be entitled to compensation for any loss sustained by the Lessee in exercise of the powers and privileges conferred upon the Lessee by these presents.

CHAPTER IX: MISCELLANEOUS

- 25. Power to rectify apparent mistakes:** -Any clerical or arithmetical mistake in any order passed by the Government or any other authority or officer under these rules and any error arising therein from accidental, inadvertent slip or omission, may, within two years from the date of the order, be corrected by the Government, authority or officer, as the case may be:

Provided that no order prejudicial to any person shall be passed unless he has been given a reasonable opportunity of being heard.

- 26. Copies of leases and annual returns to be supplied to Government:** - (1) A copy of every mining lease granted under these rules shall be supplied by each State Government within two months of such grant or renewal to the Director, AMD, Hyderabad and the Director General Mines Safety (DGMS).

(2) A consolidated annual return of all mining leases granted under these rules shall also be supplied by each State Government to the Director, AMD, Hyderabad and DGMS in such form as may be specified by him, not later than the 30th day of June following the year to which the return relates. A copy of such return shall also be supplied by the State Government to the Director General, Directorate General of Mines Safety at the same time.

- 27. Change of name, address to be intimated:** - (1) The holder of a mining lease shall intimate to the Department of Atomic Energy and State Government within sixty days any change that may take place in his name and other particulars in the format specified in **Schedule H**.

(2) If the holder of a mining lease fails, without sufficient cause, to furnish the information referred to in sub-rule (1), the State Government may impose a fine which may extend to rupees five lakhs and in the case of a continuing contravention, with additional fine which may extend to rupees fifty thousand for every day during which such contravention continues. [SBICAP Comment - Penalty amount to be discussed/confirmed with Ministry of Mines (MoM). Holder of lease may be given specific time period for rectification of failure before imposing fine by the State Government]

Provided that no such fine shall be imposed without giving the lessee a reasonable opportunity of stating his case.

- 28. Prior approval of the Central Government to be obtained through State Government.**- Where in any case, prior approval of the Central Government is required under the Act or rules made thereunder, the application for such approval shall be made to the Central Government through the State

Government.

- 29. Facilities for training of students:-** (1) Every owner, agent or manager of a mine shall permit researchers or students of mining, geological and mineral processing institutions approved by the Department of Atomic Energy or the Central Government to conduct research or acquire practical training of the mines and plants operated by them and provide all necessary facilities required for the training of such students.

(2) Applications for research or training from students of institutions teaching mining, geology or mineral processing shall be forwarded to the owner, agent or manager of a mine through the Principal or Head of the Institution.

(3) Cases of refusal to provide facilities for research or practical training by any owner, agent or manager of a mine shall be referred to the Secretary, Department of Atomic Energy, Mumbai, for his decision within a period of thirty days.

- 30. Geophysical data to be supplied to the Department of Atomic Energy:-** (1) A holder of mining lease or a person conducting prospecting operations, as the case may be, shall furnish - all information pertaining to investigations of atomic minerals collected by him during the course of exploration and mining operations to the Director, Atomic Minerals Directorate for Exploration and Research, Hyderabad, Director General, Geological Survey of India, and to the Director of Geology and Mining of the State, in which the mining operations are carried on.

(2) Data or information referred to in sub-rule (1) shall be furnished every year reckoned from the date of commencement of the period of the mining lease.

- 31. Registers:-** A register of mining leases granted under these rules shall be maintained by the State Government in the format specified in **Schedule G.** AMD, DAE and Atomic Energy Regulatory Board shall have unconditional access to these Registers, whenever required, for the purpose of ensuring conservation of atomic minerals, and enforcing radiological safety regulations, respectively.

- 32. Amalgamation of Leases:-** (1) The State Government may, in the interest of mineral development, and with reasons to be recorded in writing, permit amalgamation of two or more adjoining leases held by a lessee:

Provided that the period of amalgamated leases shall be co-terminus with the lease, whose period will expire first;

Provided further that prior approval of DAE shall be obtained for such amalgamation.

(2) An application for the amalgamation of mining leases pending at the commencement of these rules shall be disposed of in accordance with these rules.

33. **Boundaries below the surface.-** The boundaries of the area covered by a mining lease shall run vertically downwards below the surface towards the centre of the earth.
34. **Pending Applications.-** An application pending at the commencement of these rules, which is not inconsistent with the Act and rules made thereunder shall be disposed of in accordance with the provisions of these rules.
35. **Power of the DAE to amend Schedule A:-** The DAE may, by notification in the Official Gazette, amend Schedule A so as to amend the threshold value, as may be specified in the notification.
36. **Application of rules made under the Act:-** In respect of all matters not specifically covered by or provided for under these Rules, the provisions of the Minerals (Other than Atomic and Hydro Carbons Energy Minerals) Concession Rules, 2015, and rules made under section 18 will, *mutatis mutandis*, apply

CHAPTER X: PENALTY

37. **Penalty.-** Any contravention of any provision of these rules shall be punishable with imprisonment for a term which may extend to two years or with fine which may extend to rupees five lakhs, or with both, and in the case of a continuing contravention, with additional fine which may extend to rupees fifty thousand for every day during which such contravention continues after conviction for the first such contravention.

SCHEDULE A: PARTICULARS OF THRESHOLD VALUE FOR ATOMIC MINERALS

(See clause (k) of rule 2 and rule 35)

1.	Beryl and other beryllium - bearing minerals	0.1% BeO (1000 ppm BeO) of the rock or 10kg/tonne Beryl in excavated material.
2.	Lithium bearing minerals	0.5% (5,000ppm) Li ₂ O in ore, except brine (200 ppm Li, i.e. 200 g/tonne Li).
3.	Minerals of the 'rare earths' group containing uranium and	60 ppm U ₃ O ₈ and/or 250 ppm ThO ₂ in ore.
4.	Niobium-bearing minerals	100 ppm (Nb+Ta) ₂ O ₅ (100 g/tonne) in ore.
5.	Phosphorites and other phosphatic ores containing uranium	60 ppm U ₃ O ₈ in ore.
6.	Pitchblende and other uranium ores	60 ppm U ₃ O ₈ in ore, except in Singhbhum Shear zone in Jharkhand where the threshold value will be 150 ppm U ₃ O ₈ in
7.	Titanium bearing minerals and ores (ilmenite, rutile and leucoxene)	In case of titanium-bearing minerals occurring in hard rock, 60 ppm U ₃ O ₈ and/or 250 ppm ThO ₂ in the rock. In case of titanium-bearing minerals occurring in Beach Sand Minerals (BSM) and other placer deposits in association with
8.	Tantalum-bearing minerals	100 ppm (Ta+Nb) ₂ O ₅ (100 g/tonne) in ore.
9.	Uraniferous allanite, monazite and other thorium minerals	60 ppm U ₃ O ₈ and/or 250 ppm ThO ₂ and/or 0.75% monazite in THM in BSM and other placer deposits.
10.	Uranium bearing tailings left over from ores after extraction of copper and gold, ilmenite and other	60 ppm U ₃ O ₈ and/or 250 ppm ThO ₂ .
11.	Zirconium bearing minerals and ores including zircon.	0.75% monazite in THM, in the case of Zirconium bearing minerals and ores including zircon, occurring in BSM in association with monazite, In other cases, zircon containing less than 2000 ppm of

SCHEDULE B: FORMAT OF APPLICATION FOR GRANT OF A MINING LEASE

[See rule 6(3)]

To

[Address]

I/We request that a Mining Lease under the Atomic Minerals Concession Rules, 2015 may be granted to me/us.

S. No.	Item Detail	Particulars
1.	Name of applicant with address (In case of a firm or other association of individuals, provide names of each person constituting the firm or the association of individuals, as the case may be.)	
2.	Address of the Applicant (In case of a firm or other association of individuals, provide addresses of each person constituting the firm or the association of individuals, as the case may be.)	
3.	Status of the applicant <ul style="list-style-type: none">• Individual• Firm• Other association of individuals• Company	
4.	Prospecting licence number/composite licence number, if any	
5.	Date of registration of prospecting licence/composite licence deed and the date when it is due to expire, if any.	
6.	Application fee payable (to be calculated at the rate of [rate] per square kilometre on prorated basis.)	

S. No.	Item Detail	Particulars
7.	Name of bank, demand draft or challan number with date, through which application fee has been paid.	
8.	Mineral (s) for which the mining lease is being applied for	
9.	Manner in which the mineral raised is to be utilised (captive or non-captive)	
10.	Extent of the area for which mining lease is required (Ha)	
11.	Details of Area	
11.1.	District	
11.2.	Village	
11.3.	Taluka	
11.4.	Khasra No.	
11.5.	Geo co-ordinates of the area as per Differential Geographical Positioning System.	
11.6.	Survey of India Toposheet number	
12.	<p>Where the land is not owned by the applicant, has the applicant obtained surface rights over the area or has obtained the consent of the owner for starting mining operations.</p> <p>(The government company or corporation owned or controlled by Government shall furnish an affidavit stating that consents of the private land owner(s) will be obtained and furnished in phased manner to the state government prior to entering into their lands for mining, and no mining will be carried out in private lands without consents where such consent is required. However, consents of the private land owners are not pre-requisite for grant of mining lease in favour of government company or corporation owned or</p>	Yes/No

S. No.	Item Detail	Particulars
	controlled by Government.)	
13.	In the area applied for is under forest. If yes, then the following particulars be given	Yes/No
13.1.	Forest division, Block and Range	
13.2.	Legal status of the forest (namely reserved, protected, unclassified etc.)	
13.3.	Whether it forms part of a National Park or Wild-life Sanctuary	
13.4.	Enclose the forest map with area marked. If forest map is not available, the area should be marked on sketch plan drawn to scale showing all the forest features	
13.5.	Proposed method of mining	underground / opencast
14.	Particulars of the area mineral-wise in the State which the applicant individually or jointly: – (a) already holds under a mining lease; (b) has applied for but not granted; and (c) being applied for simultaneously.	
15.	Has the applicant carried out the prospecting operations over the area held under prospecting licence, and prepared the geological report in conformity with the Minerals (Evidence of Mineral Contents) Rules, 2015?	Yes/No
16.	Has the copy of geological report been attached with the application form?	Yes/No
17.	Has the applicant committed any breach of the terms and	Yes/No

S. No.	Item Detail	Particulars
	conditions of the prospecting licence, if any?	
18.	Has the applicant become ineligible under the provisions of the Act?	Yes/No
19.	Has the DAE assessed the evidence of mineral contents in the area and found it to be above the threshold value	Yes/No
20.	Has the applicant been convicted for illegal mining by any court?	Yes/No

I/We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details including accurate plans and security deposit, as may be required by you.

Yours faithfully,

Place:

Date:

Signature of the applicant

Instructions to applicants:

- (a) Along with the application, the applicant must submit a valid clearance certificate in the form prescribed by the State Government, of payment of mining dues, such as royalty or dead rent and surface rent payable under the Act or the rules made thereunder, if any from that Government or any officer or authority by that Government in this behalf:

Provided that in case the applicant is a firm or association of individuals such certificate shall be furnished by all partners of the firm or, as the case may be, all members of the association of individuals:

Provided further that where a person has furnished an affidavit to the satisfaction of the State Government stating that he does not hold and has not held a mineral concession, it shall not be necessary for him to produce the said valid clearance certificate.

Provided also that the grant of a clearance certificate shall not discharge the holder of such certificate from the liability to pay the mining dues which may

subsequently be found to be payable by him under the Act or the rules made thereunder.

- (b) The application must be signed by a duly authorized representative of the applicant, in case the applicant is a company. In case the applicant is an individual, the applicant must personally sign the application. In case of a firm or association of individuals, all the persons constituting the firm or association of individuals shall sign the application.
- (c) The corporate authorisation of the authorised signatory of the applicant (which is a company) must be enclosed with the application. Any change in such corporate authorisation must be immediately intimated to the State Government.

SCHEDULE C: FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

[See rule 6(5)(b)]

[Reference number of the bank]

[Date]

To

The Governor of [Name of State]

[address]

WHEREAS

- A. **[Name]**, a government [company/corporation] incorporated in India under the Companies Act, [1956/2013] with corporate identity number [CIN of the Applicant], whose registered office is at [address of registered office], India and principal place of business is at [address of principal place of business, if different from registered office] (the “**Applicant**”) is required to provide an unconditional and irrevocable bank guarantee for an amount equal to INR [figures] (Indian Rupees [words]) as a performance security valid until [date of expiry of performance bank guarantee] (“**Expiry Date**”).
- B. The Performance Security is required to be provided to **The Governor of [Name of State]**, (the “**State**”) for discharge of certain obligations under the [reference to the principal documents –*mining lease, mine development and production agreement*] dated, [date] with respect to [particulars of concession] (collectively the “**Concession Document**”).
- C. We, [name of the bank] (the “**Bank**”) at the request of the Applicant do hereby undertake to pay to the State an amount not exceeding INR [figures] (Indian Rupees [words]) (“**Guarantee Amount**”) to secure the obligations of the Applicant under the Concession Document on demand from the State on the terms and conditions herein contained herein.

NOW THEREFORE, the Bank hereby issues in favour of the State this irrevocable and unconditional payment bank guarantee (the “**Guarantee**”) on behalf of the Applicant in the Guarantee Amount:

1. The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to the State without any demur, reservation, caveat, protest or recourse, immediately on receipt of first written demand from the State, a sum or sums (by way of one or more claims) not exceeding the Guarantee Amount in the

aggregate without the State needing to prove or to show to the Bank grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between the State and Applicant on any matter whatsoever. The Bank undertakes to pay to the State any money so demanded notwithstanding any dispute or disputes raised by the Applicant in any suit or proceeding pending before any court or tribunal relating thereto the Bank's liability under this present being absolute and unequivocal.

2. The Bank acknowledges that any such demand by the State of the amounts payable by the Bank to the State shall be final, binding and conclusive evidence in respect of the amounts payable by Applicant to the State under the Concession Document.
3. The Bank hereby waives the necessity for the State from demanding the aforesaid amount or any part thereof from the Applicant and also waives any right that the Bank may have of first requiring the State to pursue its legal remedies against the Applicant, before presenting any written demand to the Bank for payment under this Guarantee.
4. The Bank further unconditionally agrees with the State that the State shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time to:
 - (i) vary and/or modify and of the terms and conditions of the Concession Document;
 - (ii) extend and / or postpone the time for performance of the obligations of the Applicant under the Concession Document, or
 - (iii) forbear or enforce any of the rights exercisable by the State against the Applicant under the terms and conditions of the Concession Document.

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the State or any indulgence by the State to the Applicant or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

5. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever.

6. The Bank agrees that State at its option shall be entitled to enforce this Guarantee against the Bank, as a principal debtor in the first instance without proceeding at the first instance against the Applicant.
7. The Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that specified in the Concession Document and that it shall continue to be enforceable till all the obligations of the Applicant under or by virtue of the said Concession Document with respect to the Performance Security have been fully paid and its claims satisfied or discharged or till the State certifies that the terms and conditions of the Concession Document with respect to the Performance Security have been fully and properly carried out by the Applicant and accordingly discharges this guarantee. Notwithstanding anything contained herein, unless a demand or claim under this guarantee is made on the Bank in writing on or before the Expiry Date the Bank shall be discharged from all liability under this guarantee thereafter.
8. The payment so made by the Bank under this Guarantee shall be a valid discharge of Bank's liability for payment thereunder and the State shall have no claim against the Bank for making such payment.
9. This Guarantee is subject to the laws of India. Any suit, action, or other proceedings arising out of this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts at the State of [respective State].
10. The Bank has the power to issue this Guarantee in favour of the State. This guarantee will not be discharged due to the change in the constitution of the Bank
11. The Bank undertakes not to revoke this Guarantee during its currency except with the previous consent of the State in writing.
12. The State may, with prior intimation to the Bank, assign the right under this Guarantee to any other departments, ministries or any governmental agencies, which may act in the name of the Governor. Save as provided in this Clause 12, this Guarantee shall not be assignable or transferable.
13. Notwithstanding anything contained herein,
 - a. the liability of the bank under this bank guarantee shall not exceed the Guarantee Amount.
 - b. This bank guarantee shall be valid up to the Expiry Date.

14. The Bank is liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if the State serves upon the Bank a written claim or demand on or before the Expiry Date.

Dated the [day] day of [month] [year].

In witness whereof the Bank, through its authorized officer, has set its hand and stamp.

(Signature)

(Name and Designation)

(Bank Stamp)

SCHEDULE D: FORMAT OF A MINING LEASE

[See rule 6(6)]

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

PARTIES:

- 1 **The Governor of [State]**, acting through [*Department of Mines and Geology of the State*] (the “**State Government**”).

AND

- 2 [**Name of the Lessee**] a government [company/corporation] [incorporated in India under the Companies Act, [1956/2013] with corporate identity number [CIN], whose registered office is at [address of registered office], India and principal place of business is at [address of principal place of business, if different from registered office]] (the “**Lessee**”).

BACKGROUND:

- A. The Lessee has completed the requirements under the Mines and Minerals (Development and Regulation) Act, 1957 (“**Act**”) and the Atomic Minerals Concession Rules, 2015 for grant of a mining lease].
- B. Accordingly, the State Government is now executing this deed for grant of a Lease to the Lessee in consideration of the fee, royalties, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed.

1. DEFINITIONS

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

2. GRANT OF LEASE

- 2.1. The State Government hereby grants the Lease to the Lessee over an area described in Schedule E (“**Lease Area**”) for conducting mining operations for a period of [time period], commencing from [date of commencement] with respect to following mineral(s), [name of the minerals] (“**Minerals**”).
- 2.2. The Lease shall be with respect to all those the mines beds/veins seams of the Minerals situated lying and being in or under the Lease Area.
- 2.3. Subject to the Lessee paying the royalties and making other payments required to be paid and observing and performing all the covenants and agreements herein contained and on the part of the Lessee to be observed and performed shall and may quietly hold and enjoy the rights and premises of the Lease Area for and during the term hereby granted without any unlawful interruption from or by the State Government, or any person rightfully claiming under it.

3. RIGHTS AND OBLIGATIONS

3.1. The rights and obligations of the State Government and the Lessee shall be as specified in the Act and the rules made thereunder, including without limitation the Atomic Minerals Concession Rules, 2015 and the Mine Development and Production Agreement dated [date].

3.2. Without prejudice to the generality of the foregoing,

(a) the Lessee shall:

- (i) at all times comply with the provisions of the Act and the rules made thereunder and any other applicable law;
- (ii) make prompt payment of royalty and any other payment required to be made by the Lessee;
- (iii) pay such compensation as may be assessed by lawful authority in accordance with the law in force on the subject for all damage, injury, or disturbance which may be done by the Lessee in exercise of the powers granted by this Lease and to indemnify and keep indemnified fully and completely the State Government against all claims which may be by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith;
- (iv) take measures, at his own expense, for the protection of environment like planting of trees, reclamation of mined land, use of pollution-control devices, and such other measures as may be prescribed by the Central or State Government from time to time;
- (v) without delay send to the Deputy Commissioner/Collector and the DAE, a report of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life or property which may occur in the course of the operations under this Lease;
- (vi) weigh or cause to be measured or weighed upon some part of the Lease Area all minerals from time to time won from the Lease Area, with [number of days] prior notice being given to the Deputy Commissioner/Collector every such measuring or weighing in order that he or some person on his behalf may be present thereat;
- (vii) submit to the State Government and the DAE a full report of the work done by the Lessee and disclose all information acquired by the Lessee in the course of the operations carried on under this Lease regarding the geology and mineral resources of the area covered by the Lease; and
- (viii) pay stamp duty and registration charges as may be applicable in respect of this deed.

(b) the State Government shall:

- (i) have the right to appropriate any performance security provided by the Lessee in accordance with terms of such performance security and require the Lessee to replenish the performance security. In case the performance security has been provided through a security deposit after termination of the Lease and fulfilment of all obligations of the Lessee, such security deposit shall be returned to the Lessee after appropriate deductions. It is clarified that the security deposit shall not carry any interest; and
- (ii) have the right to carry out or perform any work or matters which in accordance with the covenants in that behalf are to be carried out or performed by the Lessee, but have not been so carried out or performed within the time specified In that behalf, and the Lessee shall pay the State Government on demand all expenses which shall be incurred in such carrying out or performance of the same.

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

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

4. GOVERNING LAW

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

In witness whereof there presents have been executed at the [*name of place*] on [*date*].

SCHEDULE E: AREA OF MINING LEASE

(Description of area to be provided.)

SCHEDULE F: FORMAT OF APPLICATION FOR REVISION OR PASSING OF ORDER

[See rule 23(1)]

To

[Address]

I/We submit the following application for revision / passing of an order which has not been passed within the required time period.

S. No.	Item Detail	Particulars
1.	Name of applicant (In case of a firm or other association of individuals, provide names of each person constituting the firm or the association of individuals, as the case may be.)	
2.	Address of the Applicant (In case of a firm or other association of individuals, provide addresses of each person constituting the firm or the association of individuals, as the case may be.)	
3.	Status of the applicant <ul style="list-style-type: none">• Individual• Firm• Other association of individuals• Company	
4.	Purpose of the application (Review of an order passed / Request for passing of an order where such an order has not been passed within the time period prescribed)	
5.	In case of review of an order, date of communication of the order to the applicant.	

	OR In case of request for passing of an order, the date on which the date on which the time period for passing such order expired.	
6.	Application fee payable	
7.	Name of bank, demand draft or challan number with date, through which application fee has been paid.	
8.	Mineral or minerals for which the application is filed	
9.	Details of area with respect to which the application in filed	
10.	Whether the application is filed within the prescribed time period.	Yes/No
11.	If not, the reasons for not presenting it within the prescribed limit and seeking condonation of delay.	
12.	Name and complete address of the party/parties impleaded	
13.	Number of copies of petition attached (Petition is to be submitted in triplicate if no party is impleaded. Besides these, for each party impleaded one additional copy is to be enclosed)	
14.	Grounds of revision	

I/We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details, as may be required by you.

Yours faithfully,

Place:

Date:

Signature of the applicant

Instructions to applicants:

- (a) The application must be signed by a duly authorized representative of the applicant, in case the applicant is a company. In case the applicant is an individual, the applicant must personally sign the application. In case of a firm or association of individuals, all the persons constituting the firm or association of individuals shall sign the application.
- (b) The corporate authorisation of the authorised signatory of the applicant (which is a company) must be enclosed with the application. Any change in such corporate authorisation must be immediately intimated to the State Government.

SCHEDULE G: REGISTER OF MINING LEASES

[See rule 31]

S. No.	Item Detail	Particulars
1.	Serial No.	
2.	Name of applicant (In case of a firm or other association of individuals, provide names of each person constituting the firm or the association of individuals, as the case may be.)	
3.	Address of the Applicant (In case of a firm or other association of individuals, provide addresses of each person constituting the firm or the association of individuals, as the case may be.)	
4.	Status of the applicant <ul style="list-style-type: none">• Individual• Firm• Other association of individuals• Company	
5.	Date of application	
6.	Date on which application was received by Receiving Officer	
7.	Number and date of grant of lease	
8.	Date of execution of mining lease	
9.	Details of Area	
	District	

	Village	
	Taluka	
	Khasra No.	
	Geo co-ordinates of the area as per Differential Geographical Positioning System.	
	Survey of India Toposheet number	
10.	Mineral (s) for which the mining lease has been granted	
11.	Mineral or minerals added to the mining lease with date	
12.	Extent of the area for which mining lease is has been granted (Ha)	
13.	Period for which granted	
14.	Date and period of renewal	
15.	Date of change together with details of change that take place in name, or other particulars of the holder of mining lease.	
16.	Date from which the area is available for re-grant	
17.	Remarks, if any	
18.	Signature of the officer.	

SCHEDULE H: NOTICE OF CHANGE IN PARTICULARS

(See rule 27)

To

1. Department of Atomic Energy,
Anushakti Bhawan, Mumbai
2. State Government Concerned

IMPORTANT

Notice in this Form shall be sent so as to reach concerned authorities within 60 days of the date of change in Name and address

1.(i) Name(s) of the mineral (s) worked

(ii) Name(s) of other minerals if any, for which lease has been granted:

2. (i) Name of the mine

(ii) Change in the name of mines, if any: (Indicate old name and reason of change)

3. (i) Name and address of the lessee/owner:

(ii) Change in Name and address of the lessee/owner
(Indicate old name and reason of change)

4. Particulars of the Mining Lease (ML):

(i) Date of execution:

(ii) Period: _____ Years, from _____ to _____

(iii) Areas under lease: _____ hectares/acres

5. Location of the Mining Lease:

(i) Village _____ Distt. _____ Taluka/Tahsil _____

(ii) Post Office _____ Police Station _____ Distt. _____

(iii) Nearest railway station _____ Distance _____

(iv) Nearest Rest House/Dak Bungalow _____

6. Particulars of Agent: Name and address:
7. Particulars of the Manager of the mine: Name and address
8. Particulars of Mining Engineer employed in the mines:
 - (i) Name and address:
 - (ii) Qualification :
 - (iii) Date of appointment :
 - (iv) Status of employment: Whole time Part time
9. Letter No. and date through which the mining plan was approved by the Atomic Minerals for Directorate for Exploration & Research
Approval Letter No and date of Approval:

10. Any other specific information

Place:

Signature :

Date:

Name in full:

Designation: Owner/Agent/

Manager/ Mining

Engineer

(Strike out the items which are not applicable)