



International Environmental
Law Research Centre

Mizoram Minor Mineral Concession Rules, 2000

This document is available at ielrc.org/content/e0029.pdf

Note: This document is put online by the International Environmental Law Research Centre (IELRC) for information purposes. This document is not an official version of the text and as such is only provided as a source of information for interested readers. IELRC makes no claim as to the accuracy of the text reproduced which should under no circumstances be deemed to constitute the official version of the document.



The Mizoram Gazette EXTRA ORDINARY

Published by Authority

M.R. - NE / 97 / 98

VOL. - XXVIII Aizawl, Thursday, 22.6.2000 Asadha 1, S.E. 1922, Issue No. 196

NOTIFICATION

No. B.19011/44/92-IND : Dated Aizawl the 19th June, 1999 : In exercise of Power conferred by sub-section (1), section 15 of the Mines and Minerals (Regulation and Development) Act, 1957 (Central Act of 1957), the Governor of Mizoram is hereby pleased to make the following rules regulating the grant of mining leases and other concessions in respect of minor minerals in the State of Mizoram and for the purpose connected therewith namely : -

CHAPTER - I PRELIMINARY

1. SHORT TITLE, EXTENT AND COMMENCEMENT

- (1) These rules may be called the Mizoram Minor Mineral Concession Rules, 2000.
- (2) They shall extend to the whole of Mizoram.
- (3) They shall come into force on the date of their publication in the Official Gazette.

2. DEFINITIONS

In these rules, unless the context otherwise requires

- (a) "Act" means the 'Mines and Minerals (Regulation and Development) Act, 1957' (No. 67 of 1957).
- (b) "Competent Authority" means Head of Geology & Mining Wing or any other Authority specified by him or by any other notifications of the Government.
- (c) "Dead Rent" means a rent payable for every year of the lease of the Minor Minerals. The date of commencement of the year will be the date of execution of the lease deed.

- (d) "Form" means a set of forms appended to these rules.
- (e) "Government" means the State Government of Mizoram.
- (f) "Mining" means an activity to extract minor minerals by surface quarrying or by underground methods, by scrapping, digging, picking, boring or by any other means.
- (g) "Mining lease" means a lease granted to mine, quarry, bore, dig or search for the purpose of win, work and carry away any minor mineral specified therein.
- (h) "Mining permit" means a permit granted for extraction and removal of specified quantity of any minor mineral from a specified area.
- (i) "Minor Mineral" means a minor mineral as defined in clause (e) of section 3 of the Act.
- (j) "Public works" means public roads, public buildings, reservoirs, irrigation canals, village paths, tanks, etc.
- (k) "Schedule" means a schedule appended to these rules.
- (l) "Section" means a section of the Act.
- (m) Words and expressions used not defined in these rules, but defined in the Act shall have the same meanings as are respectively assigned to them in the Act.

CHAPTER - II

GENERAL RESTRICTIONS ON UNDERTAKING MINING OPERATIONS

3. PROHIBITION OF MINING OR QUARRYING OPERATIONS WITHOUT MINING LEASE OR MINING PERMIT

(1) Notwithstanding anything contained in any Instrument Act, rule or regulation, no person shall undertake any mining or quarrying operations in any area except under and in accordance with the terms and conditions of a mining lease or mining permit, as the case may be, granted in accordance with the provisions of these rules.

Provided that nothing in this sub-rule shall affect any mining operations undertaken in any area in accordance with the terms and conditions of a lease/permit granted before the commencement of these rules, which is in force at the time of such commencement.

(2) No mining lease or mining permit shall be granted in respect of minor minerals otherwise than in accordance with the provisions of these rules.

4. RESTRICTIONS ON THE GRANT OF MINING LEASE OR MINING PERMIT

- (1) No mining lease/permit shall be granted to a person who is not an Indian National and who is not a bonafied resident of Mizoram except with the previous approval of the Government.
- (2) No mining lease/permit shall be granted in respect of any land notified by the State Government as reserved for the use of the Government, local authorities or for any other public or for special purposes such as within the vicinity of National Highway except with the previous approval of the State Government.
- (3) No mining lease/permit shall be granted in reserved and protected forest areas without clearance from the Forest Officer;

Provided that if any reference by the Competent Authority to the Divisional Forest Officer concerned fails to elicit any reply within 60 days from the date of reference, the concurrence of the Divisional Forest Officer shall be presumed;

Provided further that if there be any difference of opinion between the competent authority and the Divisional Forest Officer, the Deputy Commissioner of the District or in case of autonomous district council areas, the Chief Executive Member of the Autonomous District Council shall decide on point or points of difference and his decision thereon shall be final.

CHAPTER - III

GRANT OF MINING LEASE

5. POWER TO GRANT MINING LEASE

A mining lease shall be granted by the Competent Authority or any other officer authorised by him on his behalf in respect of the minor minerals and its uses specified in the First Schedule.

6. APPLICATION FOR GRANT OF MINING LEASE

- (1) An application for grant of a mining lease shall be made to the Competent Authority or his authorised agents in respect of minor minerals in FORM A.
- (2) Every application for the grant of renewal of the mining lease shall be accompanied by
 - (a) a fee of two hundred rupees;
 - (b) a valid clearance certificate on payment of mining dues such as royalty, dead rent, surface rent, etc. payable under the Act or the rules made there under from the Competent Authority or his authorised agent:

Provided that where a person has furnished an affidavit to the satisfaction of the Competent Authority or his authorised agent that he does not hold or has not held a mining lease/permit, it will not be necessary for him to produce the said valid clearance certificate:

Provided further that where any injunction has been issued by a court of law or any other competent authority staying the recovery of any such mining dues, the non payment thereof shall not be treated as disqualification for the purpose of granting or renewing the said mining lease:

Provided also that grant of clearance certificate under clause (b) 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.
 - (c) a deposit of five hundred rupees for meeting the preliminary expenses in connection with the grant of mining lease.
- (3) The Competent Authority or his authorised agents may, for reasons to be recorded in writing, relax the provisions of clause (b) of sub-rule (2).

7. ACKNOWLEDGEMENT OF APPLICATION

- (1) Where an application for the grant or renewal of a mining lease is delivered personally, its receipt shall be acknowledged forthwith.
- (2) Where such application is received by registered post, its receipt shall be acknowledged within seven day of receipt.
- (3) The receipt of every such application shall be acknowledged in FORM-C and be registered in Form-D

8. DISPOSAL OF APPLICATION FOR MINING LEASE

- (1) An application for the grant of a mining lease shall be disposed of within six months from the date of its receipt after making such inquiries as the Competent Authority may deem fit.
- (2) If an application is not disposed of within the period specified in sub-rule (1), it shall be deemed to have been refused.

9. RENEWAL OF MINING LEASE

- (1) An application for the renewal of mining lease shall be made to the Competent Authority or his authorised agent in Form-B before ninety days of the date of expiry of the existing lease.
- (2) An application for renewal of mining lease shall be disposed of before the expiry

of the existing lease period, after making such inquiries as the Competent Authority may deem fit.

- (3) If an application is not disposed of within the period specified in sub-rule (2), it shall be deemed to have been refused.

10. REFUSAL OF APPLICATION FOR GRANT OF RENEWAL OF MINING LEASE

The Competent Authority or his authorised agents may, for reasons to be recorded in writing, refuse to grant or renew a mining lease over the whole or part of the area applied for.

11. REFUND AND FORFEITURE, ETC.

- (1) Where an application for grant or renewal of a mining lease is refused or deemed to have been refused, the fee paid by the applicant under clause (a) of sub-rule (2) of rule 6 shall be refunded to him.
- (2) Where the whole or any part of the amount deposited under clause (c) of sub-rule (2) of rule 6 has not been expended for the purposes specified in rule 18, it shall be refunded to the applicant.
- (3) Notwithstanding anything contained in sub-rule (1), where an application for grant or renewal of mining lease is rejected on account of any lapse on the part of the applicant in supplying any material information required, the fee paid by the applicant shall be forfeited to the State Government.

12. PERIOD OF MINING LEASE AND RENEWAL

- (1) The period for which a Mining Lease be granted or renewed shall not ordinarily be more than five years but if the Competent Authority considers that a longer period of lease is necessary for proper development and economic exploitation of the mines and working on a large scale, he may grant or renew the lease for a period exceeding five years with the prior approval of the State Government.
- (2) A mining lease may be renewed for two periods each not exceeding the period for which the lease was originally granted.
- (3) Notwithstanding anything contained in sub-rule (2), if the Competent Authority is of the opinion that in the interest of mineral development is necessary to do, he may, for reasons to be recorded in writing, renew a period for which the lease was originally granted.

13. SUBMISSION OF MINING PLAN

When a mining lease is granted under these rules, the lessee shall submit a mining plan to scale, to the Geology & Mining Wing and get it duly approved by the Competent Authority for the lease area so granted prior to the execution of the lease deed under rule 18. The Mining Plan shall contain : -

- (a) the plan of the area showing as accurately as possible the location, boundaries and area of the land in respect of which mining lease has been granted, natural water sources, forest areas, assessment of impact of mining activity on forest, land surface and environment including air and water pollution;
- (b) the plan of the area showing spot or spots where the excavation is to be done in the

year and its extent; a tentative scheme of mining year-wise for the subsequent years of the lease;

- (c) the extent of manual mining or mining by use of machinery and mechanical devices;
- (d) the details or scheme for restoration of the areas by afforestation, land reclamation, use of pollution control, devices and such other measures as may be directed by the Competent Authority from time to time; and
- (e) any other matter which the Competent Authority may require the applicant to provide in the mining plan.

14. MINING OPERATIONS TO BE IN ACCORDANCE WITH MINING PLAN

- (1) Mining operations shall be undertaken in accordance with the duly approved mining plan referred to in rule 13.
- (2) A Mining Plan may be modified with the prior approval of the Competent Authority during the operation of a mining lease.

15. MINOR MINERAL WHICH DOES NOT DEMAND MINING PLAN

Mining Plan under rule 13 shall not apply in case of the grant or renewal of mining lease/permit in respect of minor minerals like ordinary sand, gravel, lime kankar, pebbles, etc. extraction of which does not involve use of machineries and extraction permit which are granted for a period not exceeding six months. However, a site plan showing the area proposed for extraction of the minor mineral should be submitted.

16. CONDITIONS OF MINING LEASE

- (1) Every mining lease shall be subjected to the following conditions: -
 - (a) The lessee shall pay royalty on the minor mineral/minerals extracted by him from the lease area at the rates specified in the Second Schedule at such times and in such manners as the Competent Authority may prescribe.
 - (b) The lessee shall submit to the Competent Authority or his authorised agent a quarterly royalty statement in Form - I by the 15th April, 15th July, 15th October, 15th January for the preceeding quarters ending on 31st March, 30th September and 31st December respectively.
 - (c) The lessee shall report to the Competent Authority the discovery in the leased area of any minerals not specified in the lease, within thirty days of such discovery.
 - (d) If any mineral not specified in the lease is discovered in the leased area, the lessee shall not win and dispose of such minerals unless such mineral is included in the lease or a separate lease is obtained thereof.
 - (e) 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, and if the lease permits the working of more than one mineral in the same area, the Government shall not charge separate dead rent in respect of each mineral.
 - (f) The lessee shall also pay, for the surface area used by him for the purpose of mining operations, surface rent at such rate not exceeding the land rev-

enue, as may be specified by the State Government in the lease.

- (g) The lessee shall not employ, in connection with the mining operations, any person who is not an Indian National, except with the previous of the Central Government.
- (h) Unless the Competent Authority or his authorised agent for sufficient cause permits other wise, the lessee shall commence mining operation within six months from the date of execution of the lease and shall thereafter conduct such operations in a proper skilfull and workman like manner and shall not work it in such a manner as may prove dangerous to human life or cattle or other livestock.

EXPLANATION :

For the purpose of this clause, mining operations shall include the erection of machinery, laying of tracks or construction of roads in connection with the working of the mine.

- (i) The lessee shall at his own expense erect and at all times maintain and keep in good condition boundary marks and pillars, where necessary to indicate the demarcation shown in the plan annexed to the lease.
- (j) The lessee shall not carry on or allow to be carried on, any mining operations at any point within a distance of fifty metres from any railway line, except under and in accordance with the written permission of the railway administration concerned, fifty metres from any reservoirs, canals or other public works, or buildings, seventy five metres from bridges on high ways except under and in accordance with the previous permission of the Competent Authority.
- (k) The lessee shall keep correct accounts showing the quantity and other particulars of all minor minerals obtained and despatched from the mine date-wise, the prices obtained for such minerals, the number and nationality of persons employed therein, and shall allow any officer authorised by the competent authority to examine at any time any account, plan and record maintained by him and shall furnish the Competent Authority or other officers authorised by the Competent Authority with such information, plans and return as it may be required.
- (l) The lessee shall allow any officer authorised by the State Government or the Competent Authority to enter upon any building, excavation or land comprised in the lease for the purposes of inspecting the same.
- (m) The Competent Authority shall at all times have the right of pre-emption of the minerals won from the land in respect of which lease has been granted :
Provided that the fair market price prevailing at the time of pre-emption shall be paid to the lease for all such minerals.
- (n) The lessee shall submit an annual return on minerals extracted, despatched, royalty paid, etc., in Form-J to the Competent Authority as the case may be by the 20th of April for the preceeding Financial year.
- (o) The lessee shall without delay send to the Competent Authority or his authorised representative a report of injury to any person which may occur in or around the quarry/mine and shall observe all rules in force regulating the working of quarries/mines.

- (p) 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/quarry which in its opinion requires such strengthening on support for the safety of any railway, reservoir canal, road, bridge or any public works or buildings.
 - (q) The lessee shall not pay to his worker a wage less than the minimum wage prescribed by the Central or State Government from time to time under the Minimum Wages Act, 1948.
 - (r) The lessee shall take adequate measures for planting in the same area or any other area selected by the Competent Authority not less than twice the number of trees destroyed by reason of any mining operation or to the extent possible, the restoration of flora and fauna and other vegetation destroyed by such operations.
 - (s) The lessee shall pay to the owner or the surface of the land such compensation as may become payable under these rules.
- (2) When a mine is opened or closed or there is change of agent or manager, the lessee shall forthwith communicate the actual date opening or closing or change as the case may be in writing in Form-K to :
- (a) the Competent Authority
 - (b) the Deputy Commissioner of the District in which the mine/quarry is situated.
- (3) The lessee or his agent or the manager of the mine/quarry shall immediately give a notice in Form-K to-
- (a) the Director General of Mines safety, Dhanbad, and
 - (b) the Deputy Director of Mines Safety, Digboi Sub-Region, Digboi.

Whenever -

- (i) the depth of the quarry measured from its highest to its lowest point reaches six metres, and/or
 - (ii) the number of persons employed in the quarry on any day is more than fifty; and/or
 - (iii) any explosives are used.
- (4) A mining lease may contain such other conditions as the Competent Authority may deem necessary in regard to the following, namely:-
- (a) the time limit, mode and place of payment of rents and royalty;
 - (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 facilities to be given by the lessee for working other minerals in the leased area or adjacent area;
 - (h) the entering nad working in a reserved or protected forest;
 - (i) the securing of pits and shafts;
 - (j) the indemnity to Government against claims of third parties;
 - (k) the maintenance of hygienic conditions in the mining areas;
 - (l) the delivery of possession of lands and mines on the surrender, expiration or determination of the lease;

- (m) the forfeiture of properly left after determination of lease;
 - (n) the power to take possession of plant, machinery, premises and mines/quarry in the event of war or emergency.
- (5) If the Competent Authority is of the opinion that in the interest of mineral development it is necessary so to do, he may in any case, with the previous approval of the state Government impose such further conditions as he thinks fit.
- (6) If the lessee does not allow entry for inspection under clause(k) of sub-rule (1), the State Government or the Competent Authority 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 his security deposit forfeited; and if the lessee fails to show cause within the aforesaid time to Government or Competent Authority as the case may be, may terminate the lease and forfeit the whole or part of the security deposit.
- 7) If the lessee makes any default in payment of royalty or dead rent or surface rent under clause (a), (e) or (f) of sub-rule(1) or commits a breach of any of the conditions other than those referred to in sub-rule (6), the Competent Authority shall give notice to the lessee requiring him to pay the royalty or remedy the breach, as the case may be, within thirty days from the date of receipt of the notice and if the royalty or dead rent or surface rent is not paid or the breach is not remedied within such period, the competent Authority may, without prejudice to any proceeding that may be taken against him, determine the lease and forfeit the whole or part of the security deposit.

17. PREFERENTIAL RIGHTS OF CERTAIN PERSONS FOR MINING LEASE

(1) Whenever more than one applications are received for grant of a mining lease, the Competent Authority or his authorized agents shall dispose of the applications in order of preference as specified below :-

- (a) applications of Government Department, Government Corporations and Government Companies;
- (b) application of Labour Contract Co-operative Societies;
- (c) other applications.

(2) Where two or more persons other than those mentioned at clause (a) and (b) of sub-rule(1) have applied for a mining lease in respect of the same land, the applicant whose application was received first shall have a preferential right for the grant of the lease over others;

Provided that where any such applications are received on the same day, the Competent Authority, after taking into consideration the matters specified in sub-rule (3), may grant the mining lease to such one of the application as he deem fit.

(3) The matters referred to in sub-rule(2) are the following:-

- (a) any special knowledge of or experience in mining or quarrying in operation as possessed by the applicant;
- (b) the financial resources stability of the applicant;
- (c) the nature and quality of technical staff employed or to be employed by the applicant;

- (d) the end use the mineral by the applicant;
- (e) such other matters as may be prescribe
- (4) The Competent Authority may, for special reasons to be recorded in writing and with the previous approval of the state Government, grant a mining lease to an applicant whose application was received later in preference to an applicant whose application was received earlier.

18. LEASE TO BE EXECUTED WITHIN THREE MONTHS

- (1) Where on an application for grant of mining lease an order has been made for grant of such lease, and thereafter a mining plan duly approved by Competent Authority is submitted to the competent authority, a lease deed in form F or in a Form as near thereto as circumstances of each case may require shall be executed within three months of the order within such further period as the competent Authority may allow in this behalf. If no such lease deed is executed within the said period due to any default on the part of the applicant, the Competent Authority or his authorized agents may revoke the order granting the lease and in that event, the application fee shall be forfeited to the State Government.
- (2) The date of the commencement of the period which a mining lease is granted shall be the date on which the deed is executed under sub-rule (1)

19. SECURITY DEPOSIT

An applicant for a mining lease shall, before the deed referred to in rule 18 is executed, deposit as security for the due observance of the terms and conditions of the lease, a sum of two thousand rupees by way of Deposit Call Receipt deposited into any recognised bank duly pledged in favour of the Competent Authority.

20. SURVEY OF THE LEASED AREA

When a mining lease is granted by Competent Authority, arrangements shall be made by the Competent Authority at the expense of the lessee for the survey and demarcation of the area granted under the lease, as and when it is deemed necessary.

21. RIGHTS OF THE LESSEE

Subject to the conditions mentioned in rule 14, the lessee in accordance with the lease deed executed under rule 18 in respect of the land leased to him shall have the right for the purpose of mining/quarrying operations on that land to mine/quarry, to erect plant and machinery, to construct buildings and roads, to use land for stocking purpose; to use water, sell or dispose of the minor minerals specified in the lease deed.

22. MAXIMUM AREA FOR WHICH MINING LEASE MAY BE GRANTED

No person shall acquire in the State in respect of any minor mineral, one or more mining leases covering a total area of more than 100 hectares;

Provided that if the State Government deems it necessary to do so, it may for reasons to be recorded, permit any person to acquire one or more mining leases covering an area in excess of the aforesaid maximum area.

23. LENGTH AND BREADTH OF AREA LEASED

Except in case of minor minerals like ordinary sand, gravel, lime shell, lime kanker, pebbles, murram etc., the length of an area granted under a mining leases shall not exceed four times its breadth;

provided that in case of bedded deposits, the length may not be more than twice the breadth measure along the dip.

24. BOUNDARIES BELOW THE SURFACE

The boundaries of the area covered by a mining lease shall run vertically downward below the surface to the centre of the earth.

25. LAPSING OF LEASES

(1) Subject to the other conditions of these rules where mining operations are not commenced within a period of six months from the date of execution of the lease or is discontinued for a continuous period of six months after such operations, the competent Authority or his authorised agent shall, by an order, declare the mining lease lapsed and communicate the declaration to the lessee.

(2) Where a lessee is unable to commence the mining operation within a period of six months from the date of execution of the lease deed, or discontinues mining operations for a period exceeding six months for reasons beyond his control, he may submit an application to the Competent Authority explaining the reasons for the same, at least two months before the expiry of such period.

(3) Every application under sub-rule (2) shall be accompanied by a fee of one hundred rupees.

(4) The Competent authority may, on receipt of an application made under sub-rule (2) and on being satisfied about the adequacy and genuineness of the reasons of the non-commencement of mining operations or discontinuance.

Provided that where the Competent Authority on receipt of an application under sub-rule (2) does not pass an order before the expiry of the date on which the lease would have otherwise lapsed, the lease shall be deemed to have been extended until the order is passed by the competent Authority or until a period of six months, whichever is earlier.

EXPLANATION :

Where the non-commencement of the mining operations within a period of six months from the date of execution of lease deed is on account of delay in :-

- (a) acquisition of surface rights; or
- (b) getting the possession of the leased area; or
- (c) supply and installation of machinery; or

(d) getting financial assistance from banks or any financial institutions; and the lessee is able to furnish documentary evidence in support of his application, the Competent Authority may consider whether they are sufficient reasons and/or beyond control of the lessee for the non-commencement of operations.

26. REGISTRATIION OF MINING LEASE

A mining lease granted under these rules shall be registered in form-E in accordance with the provisions of the Indian Registration Act, 1908.

27. RIGHT TO TERMINATE LEASE

- (1) The competent Authority may at any time terminate a lease for reasons to be recorded in writing in the event of contravention, on the part of the lessee, in compliance of any of these rules or Act.
- (2) The lessee may also, on his part, terminate the lease granted to him at any time giving not less than six months notice in writing to the Competent Authority after paying all outstanding dues to the State Government.

28. ROYALTIES IN RESPECT OF LEASES

- (1) The holder of a mining lease granted on the commencement of these rules shall notwithstanding anything contained in the instrument of lease or in any law in force at such commencement, pay royalty in respect of any minor mineral removed or consumed by him, or by his agents, contractors or sub-lessee from the lease hold area at the rate for the time being specified in the Second Schedule in respect of that minor mineral
- (2) The holder of the mining lease granted on or after the commencement of these rules shall pay royalty in respect of any minor mineral removed or consumed by him, or by his agents, contractors or sub-lessee from the leased area at the rate for the time being specified in the Second Schedule in respect of that Mineral.
- (3) The State Government may, by notification in the Official Gazettee, amend the Second Schedule so as to enhance or reduce the rate at which royalty shall be payable in respect of any minor mineral with effect from such date as may be specified in the notification.

Provided that the rate of royalty in respect of any minor mineral shall not be revised more than once during any period of three years.

CHAPTER - IV

TRANSFER OR MINING LEASE

29. TRANSTER OF MINING LEASE

1. The lessee shall not, without the previous consent of the competent authority
 - (a) assign, sublet, mortgage, or in any other manner transfer the mining lease or any right, title or interest therein; or
 - (b) enter into or make any arrangement, contract, or understanding whereby the lessee will or may be directly or indirectly financed to a substantial extent by or under which the lessee's operations or undertakings will or may be substantially controlled by any person or body of persons other than the lessee;Provided that the Competent Authority shall not give his written consent unless -
 - (i) the lessee has furnished an affidavit along with his application for transfer of the

mining lease specifying the amount he has already taken or proposes to take as consideration from the transferee;

(ii) the transfer of the mining lease is to be made to a person or body of persons directly undertaking the mining operation;

(iii) the transferor or/and transferee produce varied clearance certificate of payment of mining dues such as royalty, dead rent, surface rent, cess, etc.

- (2) The lessee may, subject to conditions of sub rule (1) and with the previous approval of the Competent Authority assign or transfer his lease or any right, title or interest to a person of Indian Nationality on payment of a fee of one hundred rupees to the State Government.

30. TRANSFER OF LEASE TO BE EXECUTED WITHIN THREE MONTHS.

Wherein an application for transfer of a mining lease under rule 29, the Competent Authority has given consent three months of the date of consent, or within such further period as the Competent authority may allow in this behalf.

CHAPTER - V

MINING PERMIT

31. GRANT OF MINING PERMIT

- (1) On an application made to him, the Competent Authority may grant a mining permit in Form - L to any person to extract and remove from any specified land any minor mineral not exceeding three thousand cubic meter in quantity under any one permit on pre-payment of royalty at the rates specified in Second Schedule. Before granting such permit, the Competent Authority shall satisfy himself that the requirement of the permit is genuine and that it does not obviate the necessity of obtaining a mining lease in the area in respect of which of the permit for extraction of the minerals has been applied for.
- (2) The Competent Authority may refer the issue of such permits for reasons to be recorded by him in writing.

32. APPLICATION FOR MINING PERMITS

- (1) An application for mining shall be made in Form-M and shall be accompanied by -
- (i) a fee of Rupees Five Hundred only;
 - (ii) a valid up-to-date clearance certificate of Mining dues, if any, from the Competent Authority.
- (2) Every application of a mining permit shall, if the lands from which minor mineral is to be extracted are lands other than Government land, be accompanied by a written consent from the owner/occupant of such land to the effect that has no objection to the extraction of the minerals by the applicant.
- (3) Every application for the extension of the period of the permit shall be accompanied by a fee of Rs. Five Hundred only.

- (4) The area are applied for the grant of the mining permit shall be in compact block covering not more than four hectares.

33. DISPOSAL OF APPLICATION FOR MINING PERMITS

- (1) An application for the grant of mining permit shall be disposed off by the Competent Authority within thirty days of the receipt.
- (2) If any application is not disposed of within the time specified in sub-rule (1), it shall be deemed to have been rejected;
Provided however that the Competent Authority may consider to dispose the application after the said period of thirty days, but not exceeding sixty days from the date of receipt of the application.

34. CONDITION ON WHICH THE MINING PERMIT SHALL BE GRANTED

- (1) Every mining permit granted under rule 31 shall contain a condition the bepth of digging pits beyond three meters the permit holder shall obtain the permission of the Competent Authority.
- (2) Any mining permit granted under rule 31 may contain such other condition as the Competernt Authority may deemed necessary in regard to the following matters, namely :-
 - (a) time limit, mode and place of paymentd of rents and royalties;
 - (b) compensation for damage to the land covered by the permit;
 - (c) felling of trees in consultation with Divisional Forest Officer in case of forest areas;
 - (d) restriction on surface operation in any area prohibited by any authority;
 - (e) reporting of accidents;
 - (f) indemnity to Government against claims of third parties;
 - (g) Period within which the minor mineral shall be extracted and removed and delovery of possession over lands on expiry of such period or on the removal of the quantity of the minor mineral for which the permit is valid;
 - (h) forfeiture of property left after cancelling of the permit; and
 - (i) disposal of mineral in stack at the site after expiry of the permit.
- (3) In case of breach of any of the conditions subject to which the permit is granted, the competent Authority may cancel the permit and the quarried mineral lying on the land from which they are extracted shall become the absolute property of the Government and may be sold by public auction bu the Competent authority.
- (4) The Competent Authority after such inquiry and verificarton, as they may deem necessary, shall assess the amount of royalty and penalty for the exces quantity at the emd of the prescribed period.

CHAPTER - VI

REVISION

35. APPLICATION FOR REVISION

- (1) Any person aggrieved by an order made by the Competent Authority in exercise of powers conferred on him by the Act or these rules may, within two months of the date of communication of the order to him apply to the State Government, i.e. Geology & Mining Wing in duplicate in Form - N for revision of the order. The application should be accompanied by a Treasury Receipt showing that a fee of rupees one hundred has been paid into the government Treasury;

Provided that any such application may be entertained after the said period of two months, if the application satisfied the State Government that he had sufficient cause for not making the application within the specified time.

- (2) In every application under sub-rule (1) against the order of refusing to grant a mining lease, any person to whom a mining lease was granted in respect of the same area or for a part thereof, shall be impleaded as a party.
- (3) Along with the application under sub-rule (1), the applicant shall submit as many copies as thereof, shall be impleaded under sub-rule (2).
- (4) On receipt of the application and the copies thereof, the state government shall send a copy of the application to each of the parties impleaded under sub-rule (2) specifying a date on or before which he may make his representation, if any, against the revision application filed under sub-rule (1)

36. ORDER ON REVISION APPLICATION

On receipt of an application for revision under rule 35, the State Government shall confirm, modify or set aside the order or pass such other order in relation thereto as it may deem just and proper. Any order passed by the state Government under revision petition shall be final and binding on the parties.

37. OPPORTUNITY FOR BEING HEARD

No order under rule 36 shall be passed against any person interested unless he has been given an opportunity to represent his case and being heard.

38. STAY OF ORDER

Notwithstanding anything contained in rule 37, the state Government may, for sufficient cause, stay the execution of the order against which a revision application is pending for final disposal.

CHAPTER - VII MISCELLANEOUS

39. POWER TO RECTIFY APPARENT MISTAKES

The Competent Authority may, at any time within six months from the date of the order passed by him in exercise of the powers conferred on him by these rules, on his own motion rectify any mistakes or error detected in the order passed by him. Also within the like period, he shall rectify any mistake or error which has been brought to his notice by an application for grant of a mining lease;

Provided that no order prejudicial to any person shall be passed unless he has been given a reasonable opportunity for stating his case.

40. PENDING APPLICATION FOR MINING PERMIT

Application for the grant or renewal of the mining permits/leases pending at the commencement of these rules shall be disposed of in accordance with the provisions of these rules.

41. REVISION SUO-MOTO

The Competent Authority may either suo-moto at any time or on an application made within sixty days, call for and examine the record relating to any order passed or proceedings taken by his sub-ordinate, the Competent Authority under these rules for the purpose of satisfying himself as to the legality or propriety of such order or as to the regularity of such proceedings and pass order in reference therefrom as he deems fit.

42. RELAXATION OF RULES IN SPECIAL CASES

In any case regarding grant of mining lease/permit in which if the State Government is of the opinion that public interest so requires, it may relax the provisions of these rules.

43. CHALLANS, REGISTERS, RETURNS AND SIGNBOARD

- (1) Every lease or permit holder who intends to despatch minor minerals by rail, road or river shall issue challan in form - O to the carriers who shall produce the same on demand by the Competent Authority or any officer authorised by him.
- (2) Every lease or permit holder shall maintain a Register in which day-to-day transaction shall be entered and shall be subject to verification by the Competent Authority or any other officer authorised by him.
- (3) Every leasee or permit holder shall submit every month to the Competent Authority or his authorised agent a true and correct return for minor minerals in Form -H by the fifteenth day of the following month to which it relates.
- (4) Every lessee or permit holder shall give all reasonable facilities to the Competent Authority or any other officer authorised by him in this behalf to inspect, verify and check the account of a minerals.
- (5) If the accounts, returns and other evidence produced by the lessee/permit holder or any other person who has remove minor minerals are, in the opinion of the officers authorised under sub-rule(2), incorrect, incomplete or unreliable either wholly or

partly, the officer concerned shall report to the Competent Authority who shall proceed to assess to the best of his judgement the amount of royalty due from the assessee and the decision of the Competent Authority shall be final.

44. PENALTY FOR FAILURE TO FURNISH DOCUMENTS.

Should any lessee or permit holder or his transferee or assignee fail to furnish the documents required to be maintained under these rules or refuse entry for inspection by the Competent Authority or to any other officer authorised by him in this behalf or the Deputy Commissioner or any other officer authorised by the Government, he shall be punishable with simple imprisonment for a term which may extend to three months or with fine which may extend to two thousand rupees or both.

45. PENALTY FOR FILLING WRONG RETURNS OR MAINTAINING INCORRECT ACCOUNTS OR FOR FAILURE TO ISSUE CHALLAN.

- (1) If any lessee or permit holder files wrong returns or maintain incorrect accounts or fail to issue challans, he shall be liable to a penalty of a sum of three thousand rupees and also liable to have his mining lease terminated or mining authority, he shall be given a reasonable opportunity of showing cause against the same.
- (2) If any lessee or permit holder fails to file a return as specified in sub-rule(3) of rule 43 within the prescribed period, he shall be liable to pay as penalty a sum of rupees twenty for every day after expiry of the prescribed date during the period the lessee or permit holder fails to furnish the required form.

46. PENALTY

- (1) If any driver of any carrier while carrying minor minerals fails to furnish the challan in Form - O or refuses inspection of such challan by the Competent Authority or any other officer authorised by him or the Deputy Commissioner or any officer authorised by him, he shall be punished with simple imprisonment which may extend to six months or with fine which may extend to two thousand rupees or with both.
- (2) Whoever removes minor minerals without valid lease/ permit or on whose behalf such removal is made otherwise in accordance with these rules, he shall be presumed to be a party to illegal removal of the minor mineral and shall be liable to pay royalty or penalty which may extend up to four times the rate of royalty specified for the minor mineral in the second schedule without prejudice to other action taken against him under these rules or any other law for the time being in force.

47. COMPOUNDING OF OFFENCE

The competent officer with the approval of the Deputy Commissioner may compound a case instituted against any person.

Where a case has been instituted by any officer authorised by the Head of Geology & Mining Department/Wing, may with the approval of the Head of Geology & Mining Department/Wing, compound a case instituted against any person.

48. EXEMPTIONS

Notwithstanding anything contained in these rules, no rent, royalty or fee shall be charged for :-

- (a) extraction of minor minerals from lands in respect of which no mining lease has been granted, when such extractions are not done for the purpose of sale, but are required bonafide personal requirement of the inhabitants of the area;
 - (b) extraction of ordinary clay by artisans for making earthen pots, earthen images, etc., on a cottage industry basis;
- Provided that the aforesaid exemptions do not afford immunity from any action which might be taken under the provision of any existing rules or Acts of the State or Central Government for unauthorised removal of minor minerals from any Government land by private persons without the permission of the Competent Authority or the State Government or any officer authorised by it on this behalf.

49. RESTRICTION ON USE OF ANY PARTICULAR MINOR MINERAL DEPOSIT

- (1) No minor mineral deposit of a particular area shall be used for non-industrial purposes when the same is useful for better exploitation in industrial decorative or architectural purposes.
- (2) To exploit any minor mineral deposit of a particular area, the area Divisional Forest Officer, the Deputy Commissioner or any officer authorised by them shall consult the Head of Geology & Mining Department /Wing regarding the suitability of use of that particular minor mineral deposit prior to its exploitation.
- (3) For the purpose of specifying the uses of minor mineral deposit of a particular area, the Head of Geology & Mining Department /Wing will be the component authority to examine and prescribe the uses of that particular minor mineral deposit according to its suitability and his decision in this regard shall be final.

REPEAL & SAVING

- (1) All rules or executive instructions on the subject in force within the state of Mizoram including the rules for quarrying or the collection of minor minerals from the forest and non-forest areas contained in any Forest rules of Mizoram immediately before the commencement of these rules are hereby repealed.
- (2) Notwithstanding such repeal, any action taken under these rules or instructions so repealed shall be deemed to have been taken under the corresponding provision of these rules.

FRIST SCHEDULE LIST OF MINOR MINERALS (See rule 5 and sub- rule(1) of rule 6)

1. BUILDING STONE INCLUDING SHELL LIMESTONE

When mined for the purpose of polished tiles, slabs and other decorative and architectural purposes.

OR

When mined in large scale for export of the stone in the form cubes, slabs, boulder or gravel and for construction of dams, dykes, bridges, etc.

2 GRAVEL

3.ORDINARY CLAY

4.ORDINARY SAND OTHER THAN SAND USED FOR PRESCRIBED PURPOSES.

Sand not to be treated as minor minerals 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) metalurgical purposes;
- (iii) optical purposes;
- (iv) purposes of stowing in mines;
- (v) for manufacture of silvicrete 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 When used in kiln for manufacture of limes used as building materials.

10. LIMESTONE

11. MURRAM

12. BRICK- EARTH

13. FULER'S EARTH

14. BENTONITE

15. ROAD METAL

16. REHMATTI

17. SLATE

18. SHALE When used for building materials.

19. MARBLE

20. STONES USED FOR MAKING HOUSEHOLD UTENSILS

21. QUARTZITE AND SANDSTONE When used for purposes of building or for road metal and household utensils.

22. SALTPETRE

FROM - A

APPLICATION FOR MINING LEASE

{ See - rule (1) of rule (6) }
(to be submitted in duplicate)

Received at(place)

At(hour)

On(date)

Initial of receiving officer

To,

.....

.....

.....

Sir,

1. I/We request that a mining lease under the Mizoram Minor Minerals Concession Rules 2000 may be granted to me/us
2. A sum of Rs 200/- being the fees in respect of this application and Rs 500/- in respect of preliminary expenses respectively payable under clause (a) and clause (c) of sub-rule 6 of the said Rules have been deposited in the Government Treasury (vide challan no..... date..... of.....Treasury)
3. The required particulars are given below:-
 - (a) Name of the applicant and address;
 - (b) Is the applicant Individual/Private Company/Public Company/ Public Sector Undertaking/Co-operative Society/Firm or an Association/Joint Sector Undertaking or any other;
 - (c) In case the applicant is
 - (i) an individual, his nationality, qualification and permanent residency;
 - (ii) a private company, its place of registration and copy of certificate of incorporation, and nationality of the members/ Board of Directors of the company.
 - (iii) a public company, its place of incorporation and copy of the certificate of incorporation and nationality of its Directors;
 - (iv) a firm or association, the nationality of all the partners of the firm or members of the association;
 - (v) a co-operative society, the nationality of its members, its place of registration and a copy of the certificate of registration.
 - (d) Profession or nature of business of the applicant
4. Particulars of documents appended:
 - (a) Mining dues clearance certificate; or

- (b) Affidavit in lieu of mining dues clearance certificate subject to the production of mining dues clearance certificate within ninety days of making application; or
- (c) Affidavit when not holding any mining lease.
- 5. Minerals which the applicant intends to mine.
- 6. Period for which mining lease is required.
- 7. Extent of the area in respect of which mining lease is required.
- 8. Details of the area in respect of which mining lease is required.

District	Mouza	Village	Plot No./Dag No.	Areas	Ownership, Occupancy

- 9. In case the area applied for lease is under forest, then the following particulars are to be given:
 - (a) Forest Division, Block and Range.
 - (b) Legal status of the forest, whether reserved
 - (c) Whether it forms part of a National Park or Wildlife Sanctuary
 - (d) Type and extent of vegetation in the area.
- 10. A sketch plan should be submitted on scale showing the following :
 - (a) the area applied for lease together with boundary, if any, of any other existing / mining lease in case the area applied for has any common point or line with the boundaries of existing quarry lease
 - (b) the dimensions of the lines forming the boundary area and the bearing and distance of all corner points from any important, prominent and fixed point or points
 - (c) all important surface and natural features (namely roads, railways, wells, religious places cremation grounds, Government establishment, streams etc)
- 11. Particulars of the areas mineral-wise in each district the application or any person joins in interest with him
 - (a) already hold under quarry lease
 - (b) has already applied for, but not granted
 - (c) being applied for simultaneously;
- 12. Manner in which the mineral raised is to be utilised:
 - (a) captive use, location of plant and industry;
 - (b) if for sale, whether if for the mineral will be supplied in raw form or after processing(i.e.crushing/grinding/beneficiation/calcining).

13. Financial resources of the applicant

14. Any other particulars which the applicant wishes to furnish.

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

Place:

Yours faithfully

Date:

Signature of the applicant

Note: (1) If the application is signed by an authorised agent of the applicant, then the power of attorney should be attached .

(2) The application should relate to one compact area only.

FORM- B
APPLICATION FOR RENEWAL OF MINING LEASE
(sub-rule(1) of Rule 9)
(to be submitted in duplicate)

Received at..... (place)
at..... (hour)
on..... (date)

Dated the..... 20.....

Initial of Receiving Officer

To,

.....
.....

Sir,

1. I/We request for renewal of my/our mining lease under the Mizoram Minor Mineral Concession Rules 2000
2. A sum of Rs.200/- being the application fee payable under sub rule(2) of Rule 6 of the said Rules has been deposited in the Government Treasury (vide challan no..... dated of..... Treasury.....)
3. The required particulars are given below:
 - (a) Name of the applicant with complete address:
 - (b) Is the applicant Individual/Private Company /Public Company /Public Sector Undertaking /Co-operative Society/Firm or an Association / Joint Sector Undertaking or any other:
 - (c) Profession or nature of business of applicant:
 - (d) Reference of the valid clearance certificate of payment of mining dues(copy enclosed):
 - (e) (1) particular of the mining lease granted earlier:
(2) particular of the mining lease of which renewal is desired:
(3) details of previous renewal granted, if any:
 - (f) Period for which renewal of quarry lease is required:
 - (g) (1) the area applied for
(2) description of the area applied for renewal
 - (h) If not , “No Objection Certificate” for undertaking mining operation has to be obtained from the owner/occupier/District Council in writing and be filed;
 - (i) Particular of the area mineral -wise in each district the applicant or any other person joined in interest with him;
 - (i) already holds under mining lease
 - (ii) has already applied for but not granted;
 - (ii) being applied for simultaneously

- (j) Manner in which the mineral raised is to be utilised:
 - (i) if for captive use, the location of plant and industry
 - (ii) if for sale, whether mineral will be supplied in raw form or after processing (i.e. crushing/grinding/beneficiation/calcining)
 - (k) Details of output during the lease period held.
- 4. A mining plan to the scale to be attached with the application. The plan should incorporate the following
 - (a) the plan of the areas applied for showing location, boundaries, natural water courses, forest areas; assessment of impact of mining activity on forest, land surface and environment including air and water pollution;
 - (b) the spot or spots where the excavation is to be done in the first year and its extend; a tentative scheme of mining year-wise for the subsequent years of the lease period;
 - (c) method of mining, i.e. the extent of manual mining and/or extent of mining by use of machinery and mechanical devices;
 - (d) the detail of scheme for restoration of the area's afforestation, land reclamation, use of pollution control devices.

5. Any other particulars which the applicant wishes to furnish.

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 deposits as may be required by you.

Place:

Yours faithfully,

Date:

Signature of applicant

Note: If the application is signed by an authorised agent of the applicant, then the power of attorney should be attached.

FORM - C
RECEIPT OF APPLICATION FOR MINING LEASE OR RENEWALS
(see sub-rule (3) of rule 7)

Sl. No.....
Date.....

Received the application with the following enclosures for Mining Lease/Renewal
of Lease of Shri/Sarvasi..... at
.....(hour) on.....20..... for about.....
hecteres of land located in Village/Block/ Forest RangeMouza
..... District for mining the minor minerals.

Enclosures :

Place:
Date:

Signature & Designation
of Receiving Officer

FORM - D
REGISTER OF APPLICATION FOR MINING LEASE.
(see sub-rule (3) of rule 7)

Sl. No.	Date of application for mining lease	Time and date on which application was received by the receiving officer	Name of the applicant with complete address	Particulars of the minor minerals which the applicant desires to mine	Estimated area of the land applied for lease	Situation and boundaries of the land applied to
1	2	3	4	5	6	7

Name of Village Mouza (or Forest Range	Plot Nos & Dag. Nos.	Application fee paid and preliminary expenses deposited	Final disposal of application together with no. & order	Remarks	Signature of the officers
8	9	10	11	12	13

FORM - E
REGISTER OF MINING LEASES
(see rule 26)

Sl No	Name of the lesseewith complete	Date of application received by the receiving officer	No. & Date of grant of lease with references	Mineral for which lease has been granted	period for which lease has been granted	Date of execution of lease deed	Total area for which lease has been granted	
1	2	3	4	5	6	7	8	9

Situation on the land i.e. district mouza village forest range where applica cable etc.	Day No. with area	Minerals added to the lease with date	Date and period of renewal	Date of change together with details of change that take place in name and other particular of the holder of mining lease	Date of assignment or transfer of lease if any, and the name and address of the assignee/transferee	Date of expiry or relinquishment or cancellation	Remarks	Signature of the officers
10	11	12	13	14	15	16	17	18

FORM - F

MODEL FORM OF MINING LEASE DEED

(see sub-rule (1) of Rule 18)

*Where the lessee is
an individual*

THIS INDENTURE made this day of
20..... between the Governor of Mizoram (hereinafter referred to
as “the Lessor” which expression shall where the context so ad-
mits be deemed to include the successor and assigns) on one
part and
(name of person with address and occupation) (hereinafter re-
ferred to as “the lessee” which expression shall where the context
so admits be deemed to include his heirs, executors, administra-
tors, representatives and permitted assigns) or

*When the lessees
are more than one
individual*

..... (name of persons with
address and occupation) and
..... (name of person with
address and occupation) (hereinafter referred to as “the lessees”
which expression shall where the context so admits be deemed
to include his heirs, executors, administrators, representatives
and permitted assigns) or

*When the lessee is
a registered firm*

..... (name and
address of partner), son of of
..... son of..... of
..... all carrying a business in partner-
ship under the firm name and style of
(name of firm) registered under the Indian Partnership Act, 1932
(9 of 1932) and having their registered office at
in the town of (hereinafter referred to as “the
lessee” which expression shall where the context so admits be
deemed to include all the said partners, their respective heirs,
executors, legal representatives and permitted assigns)

*When the lessee is
a registered
company*

.....(name of company),
a company registered under(Act under which
incorporated) and having its registered office at
..... (address) (hereinafter referred to as “the les-
see” which expression shall where the context so admits be deemed
to include its successors and permitted assigns) on the other
part.

WHEREAS the lessee/lessees has /have applied to the State Government in accordance with the Mizoram Minor Mineral Concession Rules 2000 (hereinafter referred to as the said Rule) for mining lease for in respect of the lands described in Part 1 of this Lease hereunder written and has/have deposited with the State Government the sum of Rs..... as security and the sum of Rs..... for meeting the preliminary expenses for the lease.

WITNESSETH that in consideration of the rents and royalties, covenants and agreements by and in these presents hereunder written, reserved and contained and on the lease/leases to be paid, observed and performed, the State Government hereby grant and demises into lessee/lessees.

All those mines beds/veins, seams of (here state the mineral or minerals) situated/lying in and/or under the lands which are referred to in the part 1; together with the liberties, powers and privileges to be exercised or enjoyed by the lessee/lessees in part II subject to the restrictions and conditions as to the exercise and enjoyment of such liberties, powers and privileges mentioned in part III EXCEPT and reserving out of demise into the State Government and the liberties, powers and privileges of the State Government in part IV of this lease Deed; TO HOLD the premises hereby granted and demise upto the lessee/lessees from the day.....20.....for the terms of.....years thence next ensuing YIELDING AND PAYING therefore upto the State Government the several rent and royalties reserved in part V; the respective times therein specified subject to the provisions contained in part VI and the lessee/lessees hereby covenants with the State Governments as in part VII is expressed with the State Government hereby covenants with the lessee/lessees as in part VIII as expressed AND it is hereby mutually agreed between the parties hereto as in part IX of this Lease Deed is expressed.

PART - I

The area of this lease
Location and area of the lease

All the tract of land situated at
(description of area/areas) in.....(mauza)
in..... the Registration District of
Sub-Divisional..... And Thana bearing Cadastral
Survey Nos..... containing an area of
thereabouts delineated on the plan hereto annexed and thereon
coloured..... and bounded as follows :-

On the North by.....
On the South by.....
On the East by.....
On the West by.....

Hereinafter referred to as “ the said land”.

PART - II

Liberty, powers and privileges to be exercised and enjoyed by the lessee/lessees subject to the restrictions and conditions in Part-III.

- | | | |
|---|----|---|
| <i>To enter upon the land and search for, win, work, etc.</i> | 1. | Liberty and power at all times during the terms hereby demised to enter upon the said land and to search for, mine, bore, dig, drill, or win, dress, process, convert, carry away, and dispose of the said mineral/minerals. |
| <i>To sink, drive and make pits, shafts and inclines etc.</i> | 2. | Liberty and power for or in connection with any of the purposes mentioned in this part to sink, drive, maintain and use in the said land any 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 land). |
| <i>To bring to use machinery, equipment, etc.</i> | 3. | Liberty and power for or in connection with any of the purposes mentioned in this part to erect, construct, maintain plant, dressing floors, furnaces, coke ovens, brick-kilns, workshops, store houses, bungalows, godowns, sheds and other buildings and the works and conveniences of the like nature on or under the said land. |
| <i>To make roads & ways etc.; and existing roads & ways</i> | 4. | Liberty and power for or in connection with any of the purposes mentioned in this part to make any streamways, railways, aircraft's landing grounds and other ways in or over the said land and to use, maintain, and repass with or without horses, cattle, wagons, aircraft's locomotives, or other vehicles over the same (or any existing streamways, railways, roads, and other ways in or over the said land) on such conditions as may be agreed to. |
| <i>To get building and road materials</i> | 5. | Liberty and power for or in connection with any of the purposes mentioned in this part to quarry and get stone, gravel and other building and road materials and clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use such bricks or tiled but not to sell any such materials, bricks or tiles. |
| <i>To use matter from streams etc.</i> | 6. | Liberty and power for or in connection with any of the existing or further lessees and with the written permission of Deputy Commissioner/Competent Authority to appropriate and use water from any streams, water courses, spring or other sources in or upon the said land and to divert, set up, or dam any such stream or water course and collect and |

impound any such water and to make, construct and maintain any water course, culverts, drains or reservoirs but not as to deprive any cultivated lands. Villages, buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any stream or spring. Provided that the lessee/lessees shall not interfere with navigation in any navigable stream, not shall divert such stream without the previous written permission of the State Government.

*To use for stacking,
heaping, depositing.*

7. Liberty and power to enter upon and use a sufficient part of the surface of such land for the purpose of stacking, heaping, storing, or depositing therein any produce of the mines or works carried on and any tool, equipment, earth and materials and substances dug or raised under the liberties and powers mentioned in this part.

*Beneficiation and
conveying away of
products.*

8. Liberty and power to enter upon and use a sufficient part of the said land, to beneficiate any material produced from the said land and to carry away such beneficiated minerals.

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

9. Liberty and power for or in connection with any of the purposes mentioned in this part and subject to the existing rights of others and save as provided in relevant clause of Part-III of this Lease Deed to clear undergrowth and brushwood and to fell utilities any trees or timber standing or found on the said lands provided that the State Government may ask the lessee/lessees to pay for any trees or timber felled and utilities by him/them at the rates specified by the Deputy commissioner/Collector or the State Government.

PART - III

Restrictions and conditions as to the exercise of the Liberties, Power and Privileges in part- II

- | | |
|--|--|
| <i>No buildings etc. upon certain places</i> | 1. No buildings etc. Shall be erected, set up or placed and no surface operation shall be carried on in or upon any public pleasure ground burning or burial ground, or place held sacred by any class of persons or any house or village site, public road, or other place which the State Government may determine as public ground nor in such a manner as to injure or prejudicially affect any buildings, work property or rights of other persons and no land shall be used for surface operations which is already occupied by persons other than the State Government for works or purposes not included in the lease. The lessee/lessees shall not also interfere with any rights of way, well or tank. |
| <i>Permission for surface operations in the land not already used.</i> | 2. Before using for operations any land which has not already been used for such operations, the lessee/ lessees shall give to Deputy Commissioner/Collector of the District two calender months previous notice in writing specifying the or other description of the situation and the extent of the land purposes to be so used and the purposes for which the same is required and the said land shall not be used if objection is issued by the Deputy Commissioner/ Collector within two months after the receipt by him of such notice unless the objections so stated shall on reference to the State Government be annulled or waived. |
| <i>To cut trees in unre-served land</i> | 3. The lessee/lessees shall not without the express sanction of the Deputy Commissioner/Collector cut down or injure any timber or trees on the said land but may without such sanction clear way any brushwood or under growth which interfere with any operations authorised by these presents. The Deputy Commissioner/Collector of the district. |
| <i>To enter upon reserved forests</i> | 4. Notwithstanding anything in this Lease Deed Contained the lessee/lessees shall not enter upon any reserved forest included in said land without previous sanction in writing of that officer nor otherwise than in accordance with such conditions as the State Government may prescribe. |
| <i>No mining operation within 50 metres of public work, etc.</i> | 5. The lessees shall not work or carry on or allow to be worked or carried on any mining operations at or to many point within a distance of 50 metres from any railway line except with previous written permission of the Railway Administration concerned or under or beneath any ropeway or any ropeway trestle or station, except under and in accordance |

with the written permission of the authority owning the ropeway or from any reservoir, canal or other public works such as public roads and buildings or inhabited sites except with the previous written permission of the Deputy Commissioner/Competent Authority or any officer authorised by the State Government in this behalf and otherwise than in accordance with such instructions, restrictions and conditions either general or special which may be attached with such permission. The said distance of 50 metres shall be measured in the case of railway, reservoir or canal horizontally from the outer to of the bank of outer edge of the cutting as the case may be and incase of a building horizontally from the plinth thereon. In the case of village roads no works shall be carried on within a distance of 10 metres of the outer edge of the cutting except with the previous permission of the Deputy Commissioner in this behalf and otherwise than in accordance with such directions, restriction and additions, either general or special which may be attached to such permission.

Explanation : For the purpose of this clause, the expression “Railway Administration” shall have the same meaning as is defined to have in the Indian Railway Act, 1890, public road shall mean a road which has been constructed by artificially surfaced as distinct from a tract resulting from repeat use. Village road will include any track shown in the revenue record as village road.

*Facilities for adjoining
Government licenses
and leases*

6. The lessee/lessees shall allow existing and future holders of Government licenses or leases over any land which is comprised in or adjoins or is reached by the land held by the lease/ leases resonable facilities of access there to.

PROVIDED that no substantial hindrance or interference shall be caused by such holders of licenses or leases to the operations of the lessee/lessees under these present 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 lessees by reason of exercise of this liberty.
7. The lessee/lessees shal not enter upon any land or in any way injure trees, crops, huts or other property without the concent of the occupier or failing such concent, without the written permission of the Deputy Commissioner.
8. The lessee/s shall also pay compensation for any damage, injury etc, done to the property of the occupier of the land

	of any other person as may be assessed by the Deputy Commissioner.
<i>Rights reserved by the Forest Department</i>	<p>9. The lessee/s shall not fell, cut and use any timber or trees including bamboo, canes and other forest produce now standing or which here after may be standing upon the reserved forest land without the written permission of the Divisional Forest Officer provided that the exercise of the liberty and powers granted by the Divisional Forest Officers shall also be subjected to the observance of the terms and conditions of the Mizoram Forest Act and rules framed therein.</p> <p>10. The Forest Department reserves the exclusive rights to continue enforcement of all rules and regulations of the Forest Department and to undertake any department operations as are usually done in Reserve Forest and also to entertain any such contracts for operation and movement of forest produce etc., as are usually done in Reserve Forest.</p>
<i>Not to interfere with activities of Forest Department</i>	<p>11. The lessee/s shall in no case interfere with the activities of the Forest Department in the Reserved Forest portion of the area for which the lease is granted as well as in the unclassified State Forest portion of the area wherein forest operation takes place under authority of the Forest Department licences issued nor shall interfere with the previous authorised by the Forest Department to carry such work over the said area. Such operation may include operations and movements of major forest produces, minor forest produces as well as elephant hunting operation and making of roads and paths, survey and alignment, construction of buildings, making of timber, inspection, etc., or any other activities as are usually done by the Forest Department or by their authorised person/s.</p>
<i>To avoid destruction of forest growth</i>	<p>12. The lessee/s shall organise mining works in such a manner as to avoid destruction of any forest growth and wherever such destruction is considered necessary and admitted by the Forest Department, sufficient time shall be given to the Forest Department to operate and remove the forest produce under the provisions of the licences issued for the removal of such forest produces.</p>
<i>Lessee/s to acquire prior permission to remove, fell forest produce</i>	<p>13. In the event of the lessee/s requiring to fell, cut, remove any forest produce in the course of mining operation with the previous permission of the Divisional Forest Officer, the lessee/s will have to pay royalty, monopoly fees and compensation at reasonable rates fixed by the Forest Department. In the case where felling and removal of trees in</p>

Lessee/s to obtain prior permission to open roads.

large numbers and /or over the large areas concerned, the Forest Department will have unfettered rights to deny such a permission.

14. The lessee/s shall obtain written permission from the Divisional Forest Officer in advance in the event of opening any road inside Reserve Forests.

15.

Unrestricted right of Forest Department to use roads.

(a) The Forest Department and its contractors and persons authorised by the Forest Department shall have unrestricted rights to use the roads in the Reserved Forest made by the lessee/s.

(b) The Forest Department reserves the right to install check gates where control of illegal traffic and checking of forest produces become necessary. The lessee/s and his/their contractors and employees shall abide by the restrictions imposed by the Forest Department at such check gates as may be necessary in the matter of movement of their vehicles.

Decision of Government of Mizoram is final.

16. In the event of disputes arising between the lessee and the Divisional Forest Officer in the matter of interpretation of any of the afore-mentioned clauses or the restrictions put forward there under, the decisions of the Government of Mizoram shall be final.

PART - IV

Liberties, Powers and Privileges reserved to the State Government

To work other mineral

1. Liberty and power for the State Government or any lessee or persons authorised by it in that behalf to enter into and upon the said land and to search for win, work, dig, get raise, dress, process, convert and carry away minerals others than the said minerals and any other substances and for these purposes to sink, drive, make, erect, construct, maintain and use pits, shafts, inclines, drifts, levels and other lines, waterways, airways, water courses, drains, reservoirs, engines, roadways and other works and conveniences as may be deemed necessary or convenient.

PROVIDED THAT in exercise of such liberty and power no substantial hindrance or interface shall be caused to or with the liberties, power and privileges of the lessee/lessees under these presents and that fair compensation (as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government) shall be made to the lessee/lessees by reason or in consequences of the exercise of such liberty and power.

*To make railways,
roads, etc.*

2. Liberty and power for the State Government or any lessee or person authorised by it in that behalf to enter into and upon the said land and to make upon, over or through the same railways, tramways, roadways or pipelines for any such purpose other than these mentioned in Part-II or these presents and to get from the said land stones, gravel, earth and other materials for making, maintaining and repairing such railways, tramways or roads or any existing railways and roads and to go and re-pass at all times with or without horses, cattle or other animals, crafts, wagons, carriages, locomotives, or other vehicles over or along any such railways, tramways, road, lines and as occasions may require provided that in the exercise no substantial hindrance or interference shall be caused to or with the liberties powers, and privileges of the lessee or persons no substantial hindrance or interference shall be caused to or with the liberties powers, and privileges of the lessee/lessees for all loss or damages substantial hindrance or interference shall be caused to or with the exercise by such lessee or persons of such liberty and power.

PART - V

Rent and Royalties reserved by this lease

To pay dead rent or royalty, whichever is greater

1. The lessee shall pay, for every year except in the first year of the lease yearly dead rent as specified in paragraph 2 of this part in respect of each mineral.

Provided that the lessee shall be liable to pay dead rent or royalty in respect each mineral which ever is higher in amount but not both.

Rate and mode of payment of dead rent

2. Subject to the provision of paragraph 1 of this part, during the subsistence of the lease, the lessee/lessees shall pay to the State Government is annual dead rent at the following rates or such revise rate/rates which may be communicated in writing to the lessee/lessees by the State Government per mineral per hectare or land demised and described in Part-I of this lease.

Period of the mining lease		Rate of dead rent per hectare
1.	First year	Nil
2.	Second year onwards	Rs.

Rate and mode of payment of royalty

3. Subject to the provision of paragraph I of this part, the lessee/lessees shall during the subsistence of this lease pay to the State Government such times and in such manner as the State Government may prescribe royalty in respect of any mineral/minerals removed by him/them from the leased area at the rate for the time being specified in the Second Schedule to the Mizoram Minor Mineral Concession Rules, 2000.

Payment of surface rent and water rent.

4. The lessee/lessees shall pay rent and water rent to the State Government in respect of all parts of the surface of the said lands which shall from time to time be occupied or used by the lessee/lessees under the authority of these presents at the rate of Rs..... and Rs..... respectively per annum per hectare of the area so occupied or used and so in proportion for any area less than a hectare during the period from the commencement of such occupation or use until the area shall cease to be so occupied or used and shall as far as possible restore the surface land so used to its original condition. Surface rent and water rate shall be paid as herein before detailed in paragraph 2 : PROVIDED THAT no such rent/water shall be payable in respect of the occupation and used of the area comprised in any roads or ways to which the public have full right of access.

PART - VI

Provisions relating to the Rents and royalties.

*Rent & royalties to be
free from deduction etc.*

1. The rent, water rate and royalties mentioned in Part V of this Lease Deed shall be paid free from any deduction to the State Government..... and in such manner as the State Government may prescribe.

*Mode of computation of
royalty.*

2. For the purpose of computing the said royalties the lessee/lessees shall keep a correct account of the mineral/minerals produced and despatched. The Account as well as the weight of the mineral/minerals in stock or the process of export may be checked by an officer authorised by the Central or State Government.

*Course of action if rent
& royalties are not
paid in time.*

3. Should any rent, royalty or other sums due to the State Government under the terms and conditions of these presents be not paid by the lessee/lessees within the prescribed times, the same may be recovered together with simple interest due thereon at the rate of 10% per annum on a certificate of such officer as may be specified by the State Government by general or special order, in the same manner as an arrear of land revenue.

PART - VII

The Covenants of the Lessee/Lessees

- | | |
|--|---|
| <i>Lessee to pay rent and royalties, taxes etc.</i> | 1. The lessee/lessees shall pay the rent, water rate and royalties reserved by this lease at such times and in the manner provided in PARTS V & VI of these presents and shall also pay discharge all taxes, rents, assessments and impositions whatsoever being in the nature of public demands which shall, from time to time, be charged, assessed or imposed by the authority of the Central and State Government upon or in the respect of the premises and works of a like nature demands for land revenue. |
| <i>To maintain & keep boundary marks in good order.</i> | 2. The lessee/lessees shall at his/their own expense erect and at all times maintain and keep in repair boundary marks and pillars according to the demarcation to be shown in the plan annexed to this lease. Such marks and pillars shall be sufficiently clear of the shrubs and other obstructions as to allow easy identification. |
| <i>To commence operations within six months & work in a workman-like manner.</i> | 3. The lessee/lessees shall commence operation within six months from the date of execution of the lease and shall thereafter at all times during the continuance of this lease, search for, win work and develop the said minerals without voluntary intermission in skillful and workmanlike manner accordance with the mine plan so submitted and duly approved by the Competent Authority and as prescribed under paragraph 12 hereinafter without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops., buildings, structures or other property thereon. For the purpose of this clause, operations shall include the erection of machinery, laying of a tramway or construction of a road in connection with the mine. |
| <i>To indemnify Government against all claims</i> | 4. The lessee/lessees shall make and pay to such reasonable satisfaction and 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 him/them in exercise of the powers granted by this lease and shall indemnify and keep indemnified fully and completely the State Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection herewith. |
| | 5. The lessee/lessees shall during the subsistence of this lease well and sufficiently secure and keep open with timber or |

<i>To secure and keep in good condition all pits shafts, etc.</i>	other durable means all pits, shafts and workings that may be made or used in the said land and make and maintain sufficient fences to the satisfaction of the State Government round every such pit, shaft or working whether the same is abandoned or not and shall during the same period keep all workings in the said lands, except such as may be abandoned, accessible free from water and foul air as far as possible.
<i>To strengthen and support mine to necessary extent.</i>	<ol style="list-style-type: none"> 6. The lessee/lessees shall strengthen and support to the satisfaction of the Railway Administration concerned or the State Governments, as the case may be, any part of the mine which in its opinion required such strengthening or support of the safety of any railway, reservoir, canal, road and any other public works or structures.
<i>To allow inspection of workings.</i>	<ol style="list-style-type: none"> 7. The lessee/lessees shall allow any officer authorised by the Central Government or the State Government in that behalf to enter upon the premises including any building excavation, or land comprised in the lease for the purpose of inspecting, examining, surveying prospecting and making plans thereof, sampling and collecting data and the lessee/lessees shall with proper person employed by the lessee/lessees and acquainted with the mines and works effectively assist the officer, agent, servants and workmen in conducting every such section and shall afford them all facilities, information connected with them, the working of the mines which they may reasonably require and also shall and will conform to and observe all orders and regulations which the State Government as the result of such inspection or otherwise may from time to time deem fit to impose.
<i>To report accidents.</i>	<ol style="list-style-type: none"> 8. The lessee/lessees shall without delay send to the Deputy Commissioner and the Competent Authority or report of any accident causing death or serious bodily injury to persons or property or seriously affecting or endangering life or property which may occur in the course of the operations under this lease.
<i>To report discovery of other minerals</i>	<ol style="list-style-type: none"> 9. The lessee/lessees shall report to the competent Authority the discovery in the leased area of any mineral not specified in the lease within sixty days of such discovery along with full particulars of the nature and position of each such find. If any minerals not specified in the lease is discovered in the leased area, the lessee/lessees shall not win and dispose such mineral unless such mineral is included in the lease, or separate lease is obtained therefrom.

10. The lessee/lessees shall at all time during the said term keep or cause to be kept at an office to be situated upon or near the said lands correct and intelligible books of accounts which shall contain accurate entries showing from time to time :-

- (1) Quantity and quality of the said minor minerals realised from the said land.
- (2) Quantities of the various quantities of minerals benefited or converted.
- (3) Quantities of the various qualities of the said minerals sold and exported separately.
- (4) Quantities of the various qualities of the said mineral/minerals otherwise disposed of and the manner and purpose of such disposal,
- (5) The price and all other particulars of all sales of said mineral/minerals.
- (6) The number of persons employed in the mines of works or upon the said lands specifying nationality, qualifications and pay of the technical personnel.
- (7) Such other facts, particulars and circumstances as the State Government may from time to time required and shall also furnish free of charge to such officers and at such at times as the State Government may appoint true and correct abstracts of all or any such books of accounts and such information and returns to all or any of the matters aforesaid as the State Government may prescribed and shall at all reasonable times allow such officer as the State Government shall in that behalf appoint to enter into and have free access to the said officers for the purpose of examining and inspecting the books of accounts, plans and records and to make copies thereof and make extracts therefrom.

To keep records and accounts regarding production & employment etc.

- 11 (1) The lessee/lessees shall at all times during the said term maintain at the mine office correct and intelligible up-to-date and complete plans and sanctions of the mines in the said lands. They shall show all the operations and workings and all trenches, pits and drillings made by him/them in the course of operations carried on by him/them under the lease, faults and other disturbances encountered and geological data and all such plans and sections shall be amended and filled up by and from actual survey to be made for the purpose at the end of twelve months or any period specified from time to time and the lessee/lessees shall furnish free of charge to the Central and State Governments true and correct copies of such plans and sections whenever

To maintain plans etc.

required. Accurate record of all trenches, pits and drilling shall show :

- (a) the subsoil and strata through which they pass
- (b) any mineral encountered
- (c) any other matter of interest and all data required by the central Government from time to time.

The lessee/s shall allow any officer of the Central or State Government authorised in this behalf to inspect the same at all reasonable times. He/they shall also supply when asked for by the State Government/Coal Controller/the Director, India Bureau of Mines/the Director, Geological Survey of India/the Director of Geology & Mining, Mizoram, a composite plan of the area showing thickness, dip, inclination etc., all the same as also the quantity or reserve quality-wise.

- (2) The lessee shall pay a wage not less than the minimum wage to the employees as prescribed by the Central or State Government from time to time.
- (3) The lessee shall comply with the provisions of the Mines Act, 1952.
- (4) The lessee shall take measures for the protection of environment like planting of trees, reclamation of land, use of pollution control devices and such other measures as may be prescribed by the Central or State Government from time to time at his own expenses.
- (5) The lessee shall pay compensation to the occupier of the land on the date and in the manner prescribed by the State Government.

Act 67 of 1957

- 12. The lessee shall be bound by such rules as may be issued from time to time by the Government of India under section 18 of the Mines and Minerals (regulation and Development) Act, 1957 (Act 67 of 1957) and shall not carry on mining or other operations under these rules.

- 13. Unless specifically exempted by the State Government, the lessee/s shall provide and at all times keep at or near the pit head or each of the pit heads at which the said minerals shall be brought to bank, a properly constructed and efficient weighing machine and shall weigh or cause to be weighed thereon all the said minerals from time to time brought to the bank, sold, exported and converted and also the converted produces and shall at the close of each day cause the total weights, ascertained by such means of the said minerals. Products raised, sold, exported and converted during the previous twenty-four hours is to be entered in

To provide weighing machine/s

the aforesaid books of accounts. The lessee/lessees shall permit the State Government at all times during the said term to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept any the lessee/lessees. The lessee/lessees shall give..... days previous notice in writing to the State Government/Competent Authority, Geology & Mining, Mizoram or the Deputy Commissioner of the district of every such measuring or weighing in order that the same officer on his behalf may be present thereat.

*To allow test of
weighing machine/s*

14. The lessee/s shall allow any person or persons appointed in that behalf by the State Government at any given time or times during the said term to examine and test every weighing machine to be provided and kept as aforesaid and the weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such examination or testing any such weighing machinery or weights shall be found incorrect or out of order or repair, the State Government may require that the same be adjusted, repaired and put in order by and at the expense of the lessee/lessees and if such requisition be not complied with within fourteen days after the shall have been made, the State Government may cause such weighing machine or weights to be adjusted, repaired and put in order and the expense of doing so shall be paid by the lessee/lessees to the State Government on demand and if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to be to the prejudice of the State Government, such error shall be regarded as having existed for three calendar months previous to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights, in such occasion shall be within such period of three months and the said rent and royalty shall be paid for accordingly.

*To pay compensation
for injury of third
parties.*

15. The lessee/lessees shall make and pay reasonable satisfaction and compensation for all damage, injury or disturbance of persons or property which may be done by or on the part of the lessee/s in exercise of the liberties and powers granted by these present and shall at all times save harmless and keep indemnified the State Government from and against all suits, claims and demands which may be brought or made by any person or persons in respect of any such damage, injury or disturbance.

*Not obstruct workings
of other minerals.*

16. The lessee/lessees will exercise the liberties and powers hereby granted in such manner as to offer no unnecessary or reasonable avoidable obstruction or interruption to the development and working within the said lands of any mineral not included in this lease and shall at all times afford to the Central and State Government and to the holder of quarry leases in respect of any such minerals or any minerals within any land adjacent to the said land as the case may be, reasonable means of access and safe passage and convenient passage upon and across the said lands to such minerals for the purpose of working, developing and carrying away the same provided that the lessee/s shall receive reasonable compensation for any damage or injury which he/they may sustain by reason or in consequence of the use of such passage by such leases.

17. (1) The lessee/lessees shall not, without the previous consent in writing of the Competent Authority.

(a) assign, sublet, mortgage or in any other manner, transfer the quarry lease or any right, little or no interest therein; or

(b) enter into or make any arrangement, contract or understanding, whereby the lessee/lessees will or may be directly or indirectly financed to a substantial extent by or under which the lessee's operations or undertaking will or may substantially be controlled by any person or body of persons other than the lessee/lessees.

Transfer of lease.

Provided that the Competent Authority shall not give its written consent unless.

(a) The lessee has furnished an affidavit along with his application for transfer of the quarry lease specifying therein the amount that he has already taken or purposes to take as consideration from the transferee

(b) The transfer of the quarry lease is to be made to a person or a body directly undertaking mining operations.

(2) The lessee/s shall make available to the transferee the original or certified copies of all plans of abandoned workings in the area and in a belt 65 metres wide surrounding it.

(3) The competent authority may, by order in writing, determine the lease at any time if the lessee/s has/have in the opinion of the competent authority committed a breach of the above provisions.

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

Not to be financed or controlled by a trust, corporation, firm or persons.

18. The lease shall not be controlled and the lessee/lessees shall not allow themselves to be controlled by any trust syndicate, corporation, firm or person except with the written consent of the State Government. The lessee/lessees shall not enter into arrangement, compact or understanding whereby the lessee/s' operations or undertakings will or may be directly or indirectly financed by or under which the lessee/s' operations or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any trust, syndicate, corporation, firm or person unless with the written sanction given prior to such arrangement, compact or understanding, being entered into or made of the State Government and any or every such arrangement compact or understanding as aforesaid (enter into or made with such sanction as aforesaid) shall only entered into or made and shall always be subject to an expressed condition binding upon the other party or parties thereto on the occasion of a State of Emergency of which the President of India in his discretion shall be the sole judge, it shall be terminable if so required in writing by the State Government and shall in the event of any such requisition being made be forthwith thereafter determined by the lessee/s accordingly.

Lessee/s shall deposit any additional amount necessary

19. Whenever the security deposit of Rs.1000.00 or any part thereof or any further sum thereafter deposited with the State Government in replenishment thereof shall be forfeited or supplied by the State Government such further sum as may be sufficient with the appropriated part thereof to bring the amount in deposit with the State Government upto the sum of Rs.1000.00.

Delivery of workings in good order to State Government after the termination of lease

20. The lessee/lessees shall at the expiration or sooner , determination of the said term or renewal thereof deliver up to the State Government all mines, pits, shafts, inclines, drifts. Levels, waterways and airways and other works now existing or hereinafter to be sunk or made on or under the said lands except such as have been abandoned with the sanction of the State Government and in any ordinary and fair course of working, all engines, machineries, plants, buildings, structures, other works and conveniences which at the commencement of the said term were upon or under the said lands and all such machineries set up by the lessee/s below ground which cannot be removed without causing

injury to the mines or works under the said lands (except such of the same as may be with the sanction of the State Government have become disused) and all buildings and structures of bricks or stones erected by the lessee/s above ground level in good repair, order an condition and fit in all respects for further working of the said mines and the said minerals.

21.

- (a) The State Government shall, from time to time and at all times during the said terms, have the right (to be exercised by noticed in writing to the lessee/s) of pre-emption of the said minerals and all products thereof lying in or upon the said lands hereby demised or elsewhere under the control of the lessee/s and the lessee/s shall with all possible expedition deliver all minerals or products or minerals purchased by the State Government under the power conferred by this provision the quantities at the time in the manner and at the place specified in the notice exercising the said right.
- (b) Should the right of pre-emption conferred by this present provision be exercised and vessel or vehicle chartered to carry the minerals or products thereof procured on behalf of the State of Central Government be detained on demurrage at the port of place of loading, the lessee/s shall pay the amount due for demurrage according to the terms of the charter party of such vessel or vehicle unless the State Government shall be satisfied that the delay is due to cause beyond the control of the lessee/lessees.
- (c) The price to be paid for all minerals or products of minerals taken in pre-emption by the State Government in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption provided that in order to assist in arriving at the said market prices the lessess/s shall if so required furnish to the State Government for the confidential information of the Government, particulars of the quantities, descriptions and prices of the said mineral or products thereof sold to other customers and characters entered weight for carriage of the same and shall produce to such officer/s as may be, authenticated copies of contracts and charter parties entered into for the sale of freightage of such minerals or products.

*Employment of foreign
nationals*

*Recovery of expenses
incurred by the State
Government.*

*Furnishing of Geo-
physical data.*

- (d) In the event of the existence of a state of war or emergency (or 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 shall from time to time and at all times during the said term have the right (to be exercised by a notice or in writing to the lessee/s) forthwith to take possession and control of the plants, machineries and premises of the lessee/s on or in connection with the said lands or operations under this lease and during such possession or control the lessee/s shall conform to and obey all directions given by or on behalf of the State Government regarding the use or 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/s for all loss or damage sustained by him/them by reason or in consequence of the exercise of the power conferred by this clause and PROVIDED also that exercise of such powers shall not determine the said term hereby granted or effect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.
- 22. The lessee/s shall not employ in connection with the mining operations, any person who is not an Indian national except with previous approval of the State Government.
- 23. If any of the works or matters which is in accordance with the covenants in that behalf here in before contained are to be carried or performed by the lessee/s be not so, carried out or performed within the time specified in that behalf, the State Government may cause the same to be carried on demand all expenses which shall be incurred in such carrying or performance of the same and the decision of the State Government as to such expenses shall be final.
- 24. The lessee/ the lessees shall furnish:
 - (a) All geophysical data relating to mining fields or engineering and ground water surveys, such as anomaly maps, sections, plots, logs collected by him/them, if any during the course of mining operation to the Director General, Geological Survey of India, Calcutta and the head of Geology & Mining Department /Wing, Mizoram.
 - (b) All Information pertaining to investigation of radio-

*To store low grade ore
for beneficiation.*

active minerals collected by him/them during the course of mining operations to the Secretary, Deptt. of Atomic Energy, New Delhi and to Head of Geology & Mining Department/Wing, Mizoram.

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

25. In the absence of ready market for low grade minerals, the lessee who is operating or has undertaken to set up beneficiation plants shall properly store such low grade ore for further beneficiation.
26. The lessee shall attain the under-mentioned pushed targets of products and in even of his default (except for cause beyond the lessee's control of which the lessee shall be the sole judge) and failure to make up any deficit in production after being called upon to do so within a specified time, the lessor shall be entitled to determine the lease forthwith.

(1) 1st Year

(2) 2nd Year

(3) 3rd Year

Production in tonnes

PART -VIII

The Covenants of the state Government

*Lessee/s to hold and
enjoy rights quietly.*

1. The lessee/lessees paying rents, eater rates and royalties hereby reserved and observing and performing all covenants and agreements herein contained and on the part of the lessee/s to be observed and observing and perform shall and may quietly hold and enjoy the rights and promises hereby demised for and during the terms hereby granted without any unlawful interruption from or the state Government or any person rightfully claiming under it.

*Requisition of land of
third parties and
compensation thereof.*

2. If in accordance with the provision of paragraph 4 of part - VII of this lease deed, the lessee/lessees shall offer to pay the occupier of the surface of any part of the said lands compensation for any damage or injury which may arise from the proposed operation of the lessee/s and the said occupier shall refuse his consent to the exercise of the right and power reserved to the State Government and demised to the lessee/s by these presents and the lessee/s shall deposit with it the amount offered as compensation and if the Central/ State Government are satisfied that the amount of compensation offered is fair and reasonable or if it is not so satisfied and the lessee/s shall deposited with it such further amount as the State and Central Government shall order the occupier to allow such operations as may be necessary for the purpose of this lease. In assessing the amount of such compensation, the state Government shall be guided by the principles of the Land Acquisition Act, 1984 as amended from time to time.

To renew quarry lease.

3. The quarry lease shall be renewable for one or two periods each not exceeding the period specified in the original lease:

Provided that the Competenrt Authority may for reasons to be recorded in writing reduce the area applied for, or refused to grant such renewal or renewals. If the lessee/s be desirous of taking renewed lease of the premises hereby demise or of any part or parts of

them for a further term from the expiration of the term hereby granted and is, otherwise illegible, he/they shall prior to the expiration of the last mentioned term give to the State Government three calendar months previous notice in writing and shall pay rents, rates and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained and the part of the lessee/s to be observed and performed upto the expiration of the term hereby granted. The State Government, on receipt of application for renewal, shall consider it in accordance with rule 9 of these rules and shall pass orders as it deems fit. If renewal is granted, the State Government will at the expense of the lessee/s and upon his executing and delivering to the State Government, if required, a counterpart thereof executive and deliver to the lessee/s/ renewed lease of the said premises or part thereof for the further term of years at such rents, rates and royalties and no such terms and subject to such covenants and agreements including this present, covenant to renew as shall be in accordance with the Mizoram Minor Mineral Concession Rules, 2000 application to (name of mineral) on the next day following the expiration of the term hereby granted.

4. The lessee/s may at any time determined this lease by giving not less than six calendar months' notice in writing to the State Government may specify in this behalf and upon the expiration of such notice provided that the lessee/s shall upon such expiration render and pay all rents, water rates, royalties, compensation for damage and other moneys which may then be due and payable under these presents to lessor or any other person or persons and shall deliver these presents to the State government than this lease and the said term and the liberties power and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the lessor in respect of any breach of any of the covenants of agreements contained in these presents.

Liberty to determine the lease.

*Refund of security
deposit.*

5. The competent Authority may on an application made by the lessee/s permit him to surrender one or more mineral from his lease which is for a group of minerals on the ground that deposits of that mineral have since exhausted or depleted to such an extent that it is no longer possible to work the mineral economically subject to the condition that the lessee/s :
 - (a) makes an application for such surrender of mineral at least six months before the intended date of surrender
 - (b) gives an undertaking that he will not cause any hindrance in the working of minerals so surrendered by any other person who is subsequently granted a mining lease for that mineral.
6. On such date as the State Government may elect within 12 calendar months after the determination of this lease or any renewal thereof, the amount of the security deposit paid in respect of this lease and the remaining in deposit with the State Government and not required to be applied to any of the purpose mentioned in this lease shall be refunded to the lessee/s. No interest shall run on the security deposit.

PART - IX
GENERAL PROVISION

1. In case the lessee/lessees or his/their transferee/assignee does/ do not allow entry for his inspection by the officers authorised by the Central or State Government under clause(k) or (i) of sub-rule(1) rule 16, the State Government shall give notice in writing to the lessee/lessees requiring him/them to allow show cause within such time as may be specified in the notice why the lease should not be determined and his /their security deposit forfeited time to the satisfaction of the State Government, the State Government may determine the lease and forfeit the whole or part of the security deposit.
2. If they lessee/lessees or his/their transferee/assignee makes/make any default in payment or rent or water or royalty as required by section 9 of the Act or commits a breach of any of the conditions and covenants other than those referred to in paragraph(1) above the State Government shall give notice to the lessee/lessees requiring him/ them to pay the rent, water rate, royalty or remedy the breach is not paid or the breach is not remedied within such period, the State Government may without prejudice to any proceedings that may be taken against him/them, determine the lease and forfeit the whole or part of the security deposit.
3. In case of the repeated breach of covenants and agreements by the lessee/lessees for which notice has been given by State Government. In accordance with clause (1) and (2) aforementioned on earlier occasion, the State Government without giving any further notice, may impose such penalty not exceeding twice the month of the annual dead rent specified in paragraph 2 of Part-V of this Lease Deed.
4. Failure on the part of the lessee/lessees to fulfil any of the terms and conditions of this lease shall not give the Central or State Government any claim against the lessee/lessees or be deemed a breach of this lease, in so far as such failure is considered by the said Government to arise from force majeure, and if through "Force majeure" the fulfillment by the lessee/lessees of any of the terms and conditions of this lease be delayed, the period of such delay shall be added to the period fixed by this lease. In this clause of expression "Force majeure" means Act of God, was insurrection, riot, civil commotion, strike earthquake, tide, storm, tidal wave, flood, lighting explosion, fire, earthquake and any other happening which the lessee/lessees could not reasonably prevent or control.
5. The lessee/lessees having first paid and discharged rents, rates, and royalties payable by virtue of these presents may at the expiration or sooner determination of the said term or within six calendar months thereafter (Unless the lease shall be determined under paragraph 1 and 2 of this Part and in that case at any time not less than three calendar months not more than six calendar months after such determination) take sown and remove for his/their own benefit all or any 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/lessees in or upon the said lands and which the lessee/lessees in or upon the said lands and which the lessee/lessees is/are not bound to deliver to the State Government under paragraph 20 of Part VII of this lease Deed and which the State Government shall not desire to purchase.

6. If at the end of six calendar months after the expiration or sooner determination of the said term under the provision contained in paragraph 3 of Part VII of this Lease Deed become effective then shall remain in or upon the said land any engines machinery, plants, buildings, structures, tramways, railways and other work erections, and conveniences or other property which are not required by the lessee/lessees in connection with operations in any other lands held by him/them under prospecting license or mining lease the same shall if not removed by the lessee/lessees within one calendar month after noticed in writing requiring their removal has been given to the lessee/lessees by the State Government shall deem fit without liability to pay any compensation or to account to the lessee/lessees in respect thereof.
7. Every notice by these required to be given to the lessee/lessees shall be given writing to such person resident on the said land as the lessee/lessees may appoint for the purpose of receiving such Notices and if there shall have been no such appointment then every notice shall be sent to the lessee/lessees at the address recorded in this lease or at such other address in India as the lessee/lessees may from time to time, in writing to the State Government designate for the receipt of notice and every such service shall be deemed to be proper and valid service upon the lessee/lessees and shall not questioned or challenged by him.
8. If in any event the orders of the Competent Authority/State Government are revised or reviewed in pursuance or proceedings under Chapter IV of the Mizoram Minor Mineral Concession Rules, 2000, the lessee/lessees shall not be entitled to compensation for any loss sustained by the lessee/lessees in exercise of the power and privileges conferred upon him/them by these presents.
9. The lease is executed at..... (name of the city) in the State of Mizoram and subject to the provision of Article 226 of the constitution of India, it is hereby agreed upon by the lessee and the lessor that in the event of any dispute in relation of the area of lease, the dues realisable under the lease and in respect if all matter touching the relationship of the lessee and the lessor the suits (or appeals) shall be filed in the civil courts (at..... name of the city) and it is hereby expressly agreed that neither party shall be competent to file a suit or bring any action or file any petition at any place other than courts named above at.....
10. For the purpose of stamp duty the anticipated royalty form the demised lands is Rs..... per year. IN WITNESS WHEREOF, these presents have been executed in the manner hereunder appearing the day and year first abovewritten.

Signature of
the Lessee

Secretary to Govt. of Mizoram
Industries Department/
Geology & Mining Department
for and on behalf of the Governor
Lessor

In the presence of

1.....

2.....

FORM-G
MODEL FORM OF TRANSFER OF MINING LEASE
(see rule 30)

When the transferor is an individual :-

THIS INDENTURE made thisday of the.....20.....
between..... (name of the person and occupation) and (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 their respective heirs, executors,
administrators, representatives and their permitted assigns ON THE FIRST PART.

When the transferor is a registered firm:-

.....(name of the person with address of all the partners) all carrying on
business in partnership under the firm name and style of(name of the
firm) registered under the Indian Partnership Act, 1932 and having their registered office at
..... hereinafter referred to as 'Transferor' which expression where the context so
admits be deemed to include all the said partners, their respective heirs, executors, legal
representatives and permitted assigns). ON THE FIRST PART.

When the transferee is registered company :-

.....(name of company) a company registered under
.....(Act under which incorporated) 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.

When the transferees are more than one individual :-

.....(name of the person with address and
occupation).....(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 their respective heirs, executors, administrators, representatives and their permitted
assigns). ON THE SECOND PART.

When the transferee is a registered firm :-

.....(name and adress of all the partners) all carrying on business in partnership under the firm name and style of(name of the firm) registered under the Indian Partnership Act, 1932 and having their registered office at(hereinafter referred to as the "Transferee" which expression shall where the context so admits be deemed to include all the said partnerships, their respective heirs, executors, legal representatives and permitted assigns.) ON THE SECOND PART,

When the transferee is registered company:-

..... (name of the company) registered under (Act under which incorporated) and having its registered office at (adress) (hereinafter referred to as the " Transferee" which expression shall where the context so be deemed to include its successors and permitted assigns). ON THE SECOND PART AND

The Governor of Mizoram (hereinafter referred to as the "State Government" which expression shall the context so admits be deemed to include the successors and assigns.) ON THE THIRD PART.

WHEREAS, by virtue of an indenture of the lease dated the and registered as Noon.....(date) at.....(office & place), the transferror is entitled to search for, win and work the mines and minerals in respect of(name of the minor mineral) in the land described below or the terms and subject to the payment of the lessee's covenant and conditions in the said deed of the lease or any interest thereunder without the previous sanction of the State Government.

AND WHEREAS the transferror is now desirous of tranferring and assigning the lease to the transferee and the State Government has at the request of the transferror granted permission to the transferror vide order no..... dated..... to such a transfer and assignment of the lease upon the condition of the transferee entering into an agreement in and containing the terms and condition hereinafter set forth.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

- (1) In consideration of Rs..... paid by the transferee to the transferror, the receipt of wich the transferror hereby acknowledges, the transferror/s hereby conveys, assigns and transfers onto the transferee all the right and obligation under the said lease and to hold the same unto the transferee with effect from..... for the unexpired period of the said lease.
- (2) The transferee hereby agrees with the State Government that from and after the transfer and assignment of the lease, the transferee shall bound by and be liable to perform, observe and conform and be subject to all the provision and condition contain in the said lease in the same manner in all respects as if the lease had been granted to the transferee as the lessee thereunder and he had originally excited as such.
- (3) It is further hereby agreed and declared by the transferror on the one part and the transferee on the one part that:-
 - (i) The transferror and the transferee declare that they have ensured that the mineral right over the area for which the quarry lease is being transferred vest is the State Government.
 - (ii) The transferror hereby declare that he has not assigned, subject, mortgaged or in any other matter transferred the quarry lease now being transferred

and that no other person or person has any right, title or interest where under in the present quarry lease being transferred.

- (iii) The transferror further declares that he has not entered into or made any agreement, contract or understanding whereby he had been or is being directly or indirectly financed or a substantial extent by or under which the transferro's operation or undertakings were or are being substantially controlled by any person of body of person other than the transferror.
- (iv) The transferror further declares that he has furnished an affidavit along with his application for transfer of the present quarry lease specifying therein the amount that he has already taken/proposes to taken as consideration from the transferee.
- (v) The transferror further declares that he is financially capable of and will directly undertake mining operations.
- (vi) The transferror has supplied to the transferee the original or certified copies of all plans of abandone working in the area and in a belt of 50 metres wide surrounding it.
- (vii) The transferror has paid all tha rents, royalties and other dues towards Government till this date, in respectof this lease.

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

Location and area of the mining lease.....

All that tract of land situated at(description of area or areas) in.....mouza insub- division indistrict bearing cadastral survey nocontaining an area ofor thereabouts delineated on the plan here to and thereon colouredand bounded as follows:-

On the North by:

On the South by:

On the East by:

On the West by:

Signed by for an on behalf of the Governor of Mizoram in the presence of

1.

2.

Signature of the transferror in presence of witness

Signature of transferee in the presence of -

1.

2.

1.

2.

FORM - H
MONTHLY RETURN OF MINOR MINERAL/MINERALS RAISED
(see sub-rule (3) of Rule 43)

1. Name of the lessee with address :
2. Location of the lease hold :
- (a) Village :
- (b) Rural Development Block :
- (c) Sub-Division :
- (d) District :
3. Area of the lease hold :
4. Return for the month of :

Name of the Minor Mineral	Area of the lease hold being worked (in hectares)	Opening stock as on the first day of the month (in tonnes)	Mineral raised during the month (in tonnes)	Pits mouth value (Rs)	Mineral despatched during the month			
					By Rail		By Road	
					Qty (in tonnes)	Value (in Rs)	Qty (in tonnes)	Value (in Rs)
1	2	3	4	5	6	7	8	9

Total despatched during the month		Closing stock at the end of the month (in tonnes)	Man days worked	Manpower employed	REMARKS
Qty (in tonnes)	Value (in Rs)				
10	11	12	13	14	15

Signature of the lessee or his authorised
agent/manager with official seal.

Note: The monthly return is to be submitted by the 10th day of each month for the month preceding it to head of Geology & Mining, GOM.

FORM - I
QUARTERLY ROYALTY STATEMENT

(see clause (b) of sub-rule (1) of rule 16)

(To be submitted on or before 15th July, 15th October, 15th January and 15th April for the preceding quarter)

1. Return for quarter ending :
2. Name of the lessee with address :
3. Name of the lease with address :
4. Name of the lease-hold
with address :
5. Area of the lease-hold :

Name of the minor minerals produced	Opening stock at the beginning of the quarter (in tonnes)	Total production during the quarter (in tonnes)	Total quantity of mineral despatched/consumed during the quarter (in tonnes)	Royalty payable	
				Rate per tonne	Amount (Rs)
1	2	3	4	5	6

Royalty paid (Rs)	Balance outstanding (Rs)	Closing stock of mineral at the end of the quarter (in tonnes)	Remarks
7	8	9	10

Signature of lessee or his
authorised Agent/Manager

FORM - J
ANNUAL RETURN OF MINOR MINERALS RAISED, DESPATCHED, ROYALTY
PAID, MANPOWER EMPLOYED, ETC.

(To be submitted by 20th day of April of each year for the preceding Financial Year)
(see clause (n) of sub-rule (1) of rule 16)

1. Annual Return for the year :
2. Name of the lease with address :
3. Name of the lease-hold with address :

Name of the minor minerals worked	Area of the lease-hold (in hectare)	Area under operation (in hectare)	Opening stock on the first of the year (in tonnes)	Production	Despatch/Consumption	Closing stock at the end of the year (in tonnes)
1	2	3	4	5	6	7

Royalty paid	Manpower employed		No. of days worked	Mon day worked	Average employment		Accidents Major Fatal	Dead rent paid (Rs)
	Male	Female			Male	Female		
8	9	10	11	12	13	14	15	16
								17

Surface rent paid (Rs)	Capital invested (Rs)	Capital invested (Rs)	Cost of other inputs (Rs)	Remarks
18	19	20	21	22

FORM - K

NOTICE OF OPENING, LOSING OR CHANGE ETC.

(See sub-rule (2) of rule 17)

Date.....

To,

1. The Superintending Geologist of Geology & Mining
Mizoram, Aizawl - 796 001
2. The Deputy Commissioner
..... District,
.....

Sir,

I have to furnish the following particulars in respect of
(name of mine/lease hold) belonging to..... (name of lessee/owner)

1. In case of new mine :-
Village..... Rural Dev. Block.....
Sub-Division..... Post Office.....
Police Office Police Station.....
District.....located with respect to major road or rail-
way station.....
2. In case of change of name of mine :-
Old name of mine
Date of change.....
New name.....
3. Name of Postal Address of
(a) Lessee/owner.....
(b) Authorised Agent, if any.....
(c) Manager, if any.....
(d) In case of change, date of change.....
4. (a) Name and qualification of manager whose appointment is terminated/who is
appointed
(b) Date of appointment/termination of appointment.
5. Date on which it is intended to open/re-open/abandon/discontinue the mine :

6. Actual date of opening/re-opening/abandonment/discontinuance of the mine :
7. Name of the mineral/s to be worked :
8. (a) Maximum depth of open cast excavation measured from its highest to its lowest point :
(b) Date when depth first reached 6 metres :
9. Number of persons employed in the mine :
10. (a) Date when explosive were first used :
(b) Amount and type of explosives used :
(in connection with mining operations)

Yours faithfully

Signature with official seal
of Lessee/Agent/Manager

To be deleted if not applicable

FORM - I
(See rule - 32)

**FORM OF PERMIT FOR MINOR MINERALS TO BE ISSUED
UNDER THE MIZORM MINOR MINERAL CONCESSION RULES, 2000**

Permit No..... of 20..... Date of issue.....
Name & Address of the permit holder.....

Name of locality, village plot no.	Date of expiry of the permit	Name and description of minor mineral	Purpose for which it will be used	Quantity of minor mi nerals to be removed	Rate of royalty	Total amount paid
1	2	3	4	5	6	7

Competent Authority

CONDITIONS

1. Minor minerals shall have to be removed within the prescribed time limit.
2. Quarrying is not allowed beyond the depth of 3 metres (10) from the surface; permit holders shall have to obtain the approval of the Competent Authority for digging below three metres from the surface.
3. Compensation, if any, shall have to be paid for damage to the land covered by the permit.
4. Felling of trees is not allowed without prior permission of the Competent Authority.
5. Surface operation shall not be done on any public, prohibited and restricted place.
6. Every type of accident shall be reported to the Competent Authority.
7. The party shall be liable to indemnify the claims of the third parties. State Government shall not be responsible for such claims in any way.
8. The minerals left after cancellation of the permit shall be forfeited to the Government and the same shall be deemed to be Government property.
9. No excess quantity of minerals beyond this permit shall be removed without obtaining prior permission; otherwise the permit holder shall be liable for action under sub-rule (1) of Rule 31 of the Mizoram Minor Mineral Concession Rules, 2000.
10. Proper account for the extraction and removal shall be maintained in the prescribed form and a monthly return shall be submitted within the month following.
11. Pucca Challans in the prescribed form shall have to be issued for the minerals to be despatched or sold from the area.

N.B : Breach of any of the condition noted above is liable for cancellation of the permit, forfeiture of the minerals extracted and such other action as may be deemed necessary.

FORM - M
(See Rule - 33)

FORM OF APPLICATION FOR MINING PERMIT

No.

Date.

To,

.....
.....
.....

Sir,

I/We request that a mining permit under the Mizoram Minor Mineral Concession Rules, 2000 be granted to me/us.

A sum of Rs.200/- being the fee in respect of this application is deposited (copy of challan in original enclosed).

The following particulars are enclosed :-

- (i) Clearance Certificate of payment of mining dues
- (ii) Written consent of the land owner from which minor mineral is to be extracted, if the land from which minor mineral is to be extracted are private lands
- (iii) Mineral which the applicant intends to mine
- (iv) Quantity of minor mineral/s to be extracted
- (v) Period during which the extraction of the minor mineral/s shall be completed.

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. I/We do hereby further declare that I/We shall adhere to the terms and conditions as indicated in the rules and any other condition imposed by the Competent Authority.

Applicant's name & Address :

Yours faithfully,

Signature of applicant

FORM - N

APPLICATION FOR REVISION

(See rule - 35)

(to be submitted in duplicate)

To,

.....
.....

Sir,

I/We appeal to you for revision of grant of quarry lease as detailed below :

1. Name and address of individual/s, firm or company applying for revision:
2. Profession of applicant :
3. No. and date of order of the Competent authority against which the revision has been filed :
4. Mineral or minerals for which revision application is filed:
5. Details of the area in respect of which the revision application is filed :

District	Sub-Division	Block	Village	Plot No.	Area
----------	--------------	-------	---------	----------	------

6. Whether application fee of Rs..... has been deposited in the Government Treasury ? If so, Treasury receipt in original should be attached:
7. Whether the revision application has been filed within two months of the date of communication of the order passed by Competent Authority, Government of Mizoram.

If not, the reasons for not presenting it within the prescribed limit may be stated :

8. Name and complete address of party/parties impleaded :
9. Number of copies of petition added :
10. Ground for revision :

Yours faithfully,

Place.....

Date.....

Signature and designation
of the applicant

FORM - O

FORM OF CHALLAN FOR TRANSPORT OF MINOR MINERALS

{ See sub-rule(1) of Rule 43 }

No.....

Date.....

1. Name and address of the lessee/ :
permit holder
2. Details of the quarry lessee permit :
3. Name of minor mineral/s :
4. Name and address of the persons/ :
contractors to whom material has :
been sent and supplied
5. Quantity :
6. Truck No./RR No./Carrier No. :
7. Name and address of the driver in :
case the minor mineral is to be
transported by road.
8. Place of delivery of materials :
9. Date and time of despatch :

Seal of Competent Authority

Signature of lessee/permit holder

THE SECOND SCHEDULE

(see rules 16, 28)

Rates of Royalty

<u>Sl.No.</u>	<u>Name of Minor Mineral</u>	<u>Rates of royalty</u>
1.	Building stone including shell limestone	Rs. 70.00 per cu.m
2.	Gravel	Rs. 70.00 per cu.m
3.	Ordinary clay	Rs. 8.00 per cu.m
4.	Ordinary sand other than used for prescribed purposes	Rs. 50.00 per cu.m
5.	Boulder	Rs. 70.00 per cu.m
6.	Shingle	Rs. 60.00 per cu.m
7.	Chalcedony or impure quartz pebbles	Rs. 70.00 per cu.m
8.	Limestone (kankar)	Rs. 65.00 per cu.m
9.	Limestone (murram)	
10.	Brick earth	Rs. 8.00 per cu.m
11.	Fullers earth	Rs. 15.00 per cu.m
12.	Bentonite	Rs. 20.00 per cu.m
13.	Road metal	
14.	Slate	
15.	Shale	
16.	Marble	
17.	Stone used for making household utensils	Rs. 65.00 per cu.m
18.	Quartzite and sandstone	
19.	Salt petre	

THIRD SCHEDULE

DEAD RENT

{ Clause (e) of sub-rule (1) of rule 16 }

Period of the quarry lease		Rate of dead rent per hectare per annum
1.	First year of the lease	Nil
2.	Second year onwards	Rs. 10,000.00

Competent Authority
Geology & Mining, Mizoram

Note : The above rate is liable to be revised and amended from time to time by the State Government by Notification in the Mizoram Gazette.



The Mizoram Gazette

Published by Authority

RNI No. 27009/1973 Regn. No. NE-313(MZ) 2008-2009 Rs. 2/- Per copy

VOL - XXXIX Aizawl, Friday, 5.11.2010 Kartika 14, S.E. 1932, Issue No. 45

Government of Mizoram

PART II (A)

Resolutions, Regulations, Orders, Notifications, Rules and Acts, Awards of Tribunal,
Requisition, Acquisition and declaration relating to Land and Forests etc.

by the State Govt. and Head of Departments.

NOTIFICATION

No.B.19011/44/04-IND, the 22nd October, 2010, In exercise of the power vested under Rule 28 of the Mizoram Minor Mineral Concession Rules, 2000 the Governor of Mizoram is pleased to amend the rates of royalties in the second Schedule of the Mizoram Minor Mineral Concession Rules, 2000 as below with effect from the date of publication in the Official Gazette and until further order:-

Rates of Royalty

Sl.No.	Name of Minor Mineral	Revised Rates
1.	Building stone including shale limestone	Rs.40.00 per cu.m.
2.	Gravel	Rs.40.00 per cu.m.
3.	Ordinary Clay	Rs. 8.00 per cu.m.
4.	Ordinary sand other than used for prescribed purposes	Rs.50.00 per cu.m.
5.	Boulder	Rs.40.00 per cu.m.
6.	Boulder for export outside the State of Mizoram	Rs.400.00 per cu.m.
7.	Shingle	Rs.60.00 per cu.m.
8.	Chalcedony or impure quartz pebbles	Rs. 70.00 per cu.m.
9.	Limestone (Kankar)	Rs.65.00 per cu.m.
10.	Brick earth	Rs. 8.00 per cu.m.
11.	Fullers earth	Rs. 15.00 per cu.m.
12.	Bentonite	Rs.20.00 per cu.m.
13.	Road metal	Rs. 40.00 per cu.m.
14.	Slate	Rs. 65.00 per cu.m.
15.	Shale	Rs. 65.00 per cu.m.
16.	Marble	Rs. 65.00 per cu.m.
17.	Stone used for making household utensils	Rs. 65.00 per cu.m.
18.	Quartzite and sandstone	Rs. 65.00 per cu.m.
19.	Salt petre	Rs. 65.00 per cu.m.

R.L.Rinawma,

Commissioner/Secretary to the Govt. of Mizoram
Industries Department.