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West Bengal Minor Minerals Rules, 2002

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PART I—Orders and Notifications by the Governor of West Bengal, the High Court, Government Treasury, etc.

GOVERNMENT OF WEST BENGAL
COMMERCE AND INDUSTRIES DEPARTMENT

Mines Cell

NOTIFICATION

No. 422-CI/O/MINES RULE/002/02/M1.—dt. 8th November.—In exercise of the power conferred by sub-section (1) of section 15 of the Mines and Minerals (Development and Regulation) Act, 1957 (Act 67 of 1957), the Governor is pleased hereby to make the following rules regulating the grant of quarry leases, mining leases, and other mineral concessions in respect of Minor minerals and for purposes connected therewith, namely :

CHAPTER I

1. Short title, extent and commencement—

- (1) These rules may be called the West Bengal Minor Minerals Rules, 2002.
- (2) They shall extend to the whole of West Bengal.
- (3) They shall come into force from the date of its publication in the **Official Gazette**.

2. Limitation of application of rules—

- (1) Nothing in these rules shall affect the provisions of any Central Act, or regulations or rules made thereunder, for the purpose of regulation and development of mines and minerals and of the safety of the persons working in the mines, or anything done or any action taken under the provisions of the West Bengal Minor Minerals Rules, 1959, and the West Bengal Minor Minerals Rules, 1973.
- (2) Matters not covered by these rules shall be guided by the Central Act or the regulations and rules made thereunder and amended from time to time for the purpose of development and regulation of mines and minerals.

3. Definitions—

- (1) In these rules unless the context otherwise requires,
 - (a) "Act" means Mines & Minerals (Development & Regulation) Act, 1957 as amended upto date.
 - (b) 'Block Land and Land Reforms Officer' means a Block Land and Land Reforms Officer appointed as such by the State Government for any particular area ;
 - (c) 'Chief Mining Officer' means the Chief Mining Officer appointed as such by the State Government, having jurisdiction all over the State of West Bengal.

- (d) 'Collection of Minor Minerals' means obtaining ordinary minor minerals either by virtue of mining lease or by virtue of quarry permit issued as per provisions of these rules ;
- (e) 'District Authority' means the Additional District Magistrate in charge of Land Acquisition or Land Reforms matters in a district and the District Land and Land Reforms Officer and includes the District Magistrate where no such Additional District Magistrate and District Land & Land Reforms Officer exists ;
- (f) 'Form' means a form set out in the Schedules to these rules ;
- (g) 'Lease' means a mining lease for a period not below one year ;
- (h) 'Mineral' means minor minerals as defined in clause (e) of Section 3 of the Mines and Minerals (Development and Regulation) Act, 1957.
- (i) 'Mining Authority' means a District Authority, a Sub-Divisional Land and Land Reforms Officer, a Block Land and Land Reforms Officers as may be authorised by the District Authority under the provision of clause I of Schedule IV appended to these rules and includes the Chief Mining Officer and the Mining Officers ;
- (j) 'Mining Officer' means a Mining Officer appointed as such by the State Government for any particular area ;
- (k) 'Person' shall include any company or association or a body of individuals, whether incorporated or not, or a department of the State Government or the Central Government ;
- (l) 'Quarry permit' means a permit granted under Chapter IV of these rules to extract and remove any minor mineral in specified quantity from a specified area for a specified period ;
- (m) 'Schedule' means a schedule appended to these rules ;
- (n) 'State Government' means the Government of the State of West Bengal ;
- (o) 'Sub-divisional Land and Land Reforms Officer' means a Sub-divisional Land & Land Reforms Officer appointed as such by the State Government for any particular area ;
- (2) Words and expressions used in these rules and not defined, but defined in the Mines & Minerals (Development & Regulation) Act, 1957 shall have the same meaning as are respectively assigned to them in the said Act.

CHAPTER II

4. Prohibition of Mining Operation without permit or Mining Lease—

- (1) (a) No person shall undertake any mining operation in any area except under and in accordance with the terms and conditions of a mining lease or quarry permit granted under these rules :

Provided that if any public sector undertaking, either by itself or through any agent duly authorised by such undertaking in this behalf, searches for or collects materials or minor minerals or undertakes any mining operation with a view to ascertaining commercial prospects of winning any minor minerals, no mining lease or quarry permit under these rules shall be necessary. However, prior intimation indicating plan of such work to the concerned Mining Officer and Chief Mining Officer before commencing such work will be necessary ;

- (b) No person shall undertake any mining operation in any land classified in revenue records as agricultural land, orchard or forest ;

Provided that collection of sand shall be restricted to land pertaining to bed or foreshore of a river ;

- (c) No person shall undertake mining operation in any area prohibited by the State Government in the public interest by notification in the **Official Gazette** :

Provided that nothing in this sub-rule shall affect any mining operation undertaken in any area in accordance with the terms and conditions of a mining lease or mineral concession already granted ;

- (d) No person shall transport or store or cause to be transported or stored any mineral otherwise than in accordance with the provisions of these rules.

- (2) (a) When any minor mineral comes out in course of digging of wells or excavation of tanks, the person undertaking such digging or excavation shall inform the District Authority as well as the Executive Officer of the Panchayat Samiti or the Executive officer of the Municipality concerned, as the case may be about such occurrence ;
- (b) No person shall sell or otherwise dispose of such minor mineral without prior consent of the District Authority and without pre- payment of prices of such minor mineral at the rate prevailing in the market. The market rate shall be determined on the basis of the Schedule of Rates published by the Public Works Department for the concerned area from time to time.
- (3) No extraction of mineral shall be allowed within 200 metres of both sides of any river bridge or culvert over any waterway or from any embankment and structural works of the Irrigation and Waterways Department.
- (4) No mining operation shall be allowed within a distance of 200 metres from any hydraulic structure, reservoir, bridge, canal, road and other public works or buildings.
- (5) No mining operation shall be done within a distance of 5 kilometres of a barrage axis or dam or a river. The distance is to be reckoned across an imaginary line parallel to the barrage or dam axis as the case may be.
- (6) In the districts of Darjeeling and Jalpaiguri, the extraction of boulder and sand shall only be made from the central one third of the river-bed; Provided that where the width of the river bed is 30 metres or less, the extraction of the said minerals shall not be made except with the permission in writing from the Irrigation and Waterways Department.

5. Application for Mining Lease—

- (1) A mining lease shall be granted by the State Government or by an Officer authorised by the State Government in this behalf.
- (2) An application for mining lease shall be made in 6 (six) copies in Form A accompanied by a challan showing non-refundable deposit of Rs. 500/- (Rupees five hundred) only as an application fee to the State Government or to the Officer authorised in this behalf through the Chief Mining Officer or the Mining Officer incharge of the concerned area.
- (3) The application fee is to be deposited in Treasury Receipt Form No. 7 Marked 'S' under the Head of Account "0853-00-102-001-16" in the Reserve Bank of India at Kolkata or any branch of the State Bank of India in West Bengal doing the Treasury business or any Treasury or Sub-Treasury of the District, where the area applied for lease is situated.
- (4) Every application for mining lease other than an application from the West Bengal Mineral Development and Trading Corporation Limited, Industrial Finance Corporation, State Trading Corporation, any undertaking of Central Government or any Department of the State Government shall be accompanied by :
- (a) a clearance certificate of mining dues in Form B1 issued by the **District Land and Land Reforms Officer** : Provided that in case of a fresh applicant, who does not have any mining lease or quarry permit anywhere in any mineral, submission of such clearance certificate of mining dues is not necessary but an affidavit duly sworn in prescribed format (Form B2) shall have to be submitted by the applicant in this regard alongwith his application. The District Land and Land Reforms Officer shall issue clearance certificate of mining dues to the applicant within thirty days of the receipt of application for the purpose stating the demand and payment and the balance due, if any, in respect of the said applicant indicating the concerned leasehold area :
- Provided further that where for the recovery of any such mining dues, any injunction has been issued by a competent Court or by any other competent authority staying the recovery of any such mining dues, non-payment thereof shall not be treated as a disqualification for the purpose of granting or renewing the said mining lease :
- Provided also that the grant such of clearance certificate shall not discharge the holder of such certificate from the liability to pay the mining dues which may subsequently be found to be payable by him under the Act or rules made thereunder.
- (b) Income Tax clearance certificate ;
- (c) a Sales Tax clearance certificate if the applicant is a dealer under the West Bengal Sales Tax Act, 1994. If however an applicant is not a dealer under the (West Bengal XLIX of 1994). Bengal Finance (Sales Tax) Act, 1994 an affidavit in Form B2 duly sworn in the prescribed format shall have to be submitted by him along with the application ;
- (d) an affidavit in Form B2 duly sworn in showing particulars of the areas mineral wise in the State, which the applicant or any person jointly with him—

- (i) already holds under a mining lease or quarry permit,
 - (ii) has applied for but not granted and
 - (iii) has applied for simultaneously ;
- (e) a statement in writing that the applicant, where the land is not owned by him, has obtained surface right over the area and has obtained a no objection in writing from the owner for starting mining operations :

Provided that no such statement shall be necessary where the land is owned by the Government ;

- (f) a land availability report on the applied area duly vetted by the District Land and Land Reforms Officer for which the applicant shall submit an application to the concerned District Land and Land Reforms Officer alongwith a non-refundable fee of Rs. 200 (Rupees two hundred) deposited in the manner prescribed in sub-rule (3) of this rule. The District Land and Land Reforms Officer shall dispose of such application within one month from the date of receipt of application.
- (g) the land availability report in Form B3 will include a map of the mining area applied for duly vetted by the District Land and Land Reforms Officer under his signature and seal and also showing access road to the applied area.

Provided that in case of extraction of sand and boulders from river beds no land availability report from District Land and Land Reforms Officer is required to be submitted along with the application for mining lease.

- (5) In case of stone and granite, on receipt of communication from State Government of the precise area to be granted, the applicant shall submit before execution of the lease deed the following documents : —

- (a) a duly approved mining plan prepared by a recognised qualified person ;
- (b) a clearance certificate/no objection certificate from the appropriate authority for use of explosives.

6. Acknowledgement of application—

- (1) Where an application complete in all respects for the grant or renewal of a mining lease is delivered personally, its receipt shall be acknowledged forthwith.
- (2) Where such an application is received by registered post, its receipt shall be acknowledged on the same day.
- (3) In any other case, the receipt of such application shall be acknowledged within three days from the date of receipt.
- (4) The receipt of every such application shall be acknowledged in Form C1.

7. Disposal of Application for Mining Lease—

- (1) An application for mining lease shall be disposed of within one year from the date of its receipt :

Provided that the period of disposal, as specified above, may be extended by a further period of one year if the State Government or the officer so authorised by it, for reasons to be recorded in writing or on the receipt of an application from the party applying for the lease, considers such extension to be fit and deserving.

8. Refusal of application for grant of a mining lease—

- (1) The State Government or the officer so authorised by it may, for reasons to be recorded in writing and communicated to the applicant, refuse to grant a mining lease over the whole or part of the area applied for.
- (2) An application for the grant or renewal of mining lease shall not be refused by the State Government or the officer so authorised by it only on the ground that the application is not complete in all respects or is not accompanied by the required documents. The receiving authority shall by notice in Form C2, require the applicant to rectify the omission or furnish the document, as the case may be, within the date as may be specified which is usually not more than thirty days of the said notice. In case of failure by the applicant to make good the short comings within the specified period the application shall be rejected by the receiving authority.

9. Priority—

- (1) If more than one application for a mining lease regarding the same area is received, preference shall ordinarily be given to

the application received first unless the State Government or the officer so authorised by it, for special reasons to be recorded in writing, decides to grant mining lease to an applicant whose application was received later in preference to an applicant whose application was received earlier :

Provided that if an application for mining lease is received from the West Bengal Mineral Development and Trading Corporation Limited or any undertaking or Department of the State Government in respect of any area, preference shall be given to such an application.

Provided further that priority will be given to the applicant who put up export units based on minerals applied for.

Provided further that priority both for quarry permit and also for Mining Lease shall be given to Cooperative Society or Partnership firm of local educated unemployed youths from families living below poverty line (BPL) and those of non-BPL on 2 : 1 basis.

Provided further that if no cooperative society or in its absence any Partnership firm is constituted in the manner prescribed above, lease may be granted to any other organization or individual.

- (2) Where more than one application for the same area is received on the same day, the State Government after taking into consideration the matters specified in sub-rule (3), may grant mining lease to any one of the applicants as it may deem fit or may distribute the applied area to all or some of such applicants.
- (3) The matters referred to in sub-rule (2) are as follows :
 - (a) any special knowledge or experience in mining operations possessed by the applicant ;
 - (b) the financial sources of the applicant ;
 - (c) the nature and quality of the technical staff employed or to be employed by the applicant.
- (4) No applicant shall claim any priority by virtue of the fact that he had previously worked in the area under application.

10. Area of mining lease—

- (1) No person shall acquire in the state one or more mining leases covering a total area in excess of three square kilometer.

Explanation—For the purpose of this rule, a person acquiring by himself or in the name of another person or with any other person jointly in interest with him, a mining lease, which is intended wholly or partly for himself shall be deemed to be acquiring the whole of it himself ;

Provided that if the State Government is of opinion that in the interest of mineral development it is necessary so to do, it may for reasons to be recorded in writing, permit any person to acquire one or more mining lease in excess of the aforesaid maximum limit.

Provided further that this restriction shall not apply to the West Bengal Mineral Development and Trading Corporation Limited or an Undertaking or Department of the State Government.

11. Period of Lease—

- (1) The period for which a mining lease may be granted shall not be more than five years, but if the State Government considers that a longer period of lease is necessary for proper development and mechanization of the mine and working on a larger scale, a longer period of lease, not exceeding thirty years, may be granted ;

Provided that this restriction shall not apply in the case of the West Bengal Mineral Development and Trading Corporation Limited and Undertaking or Department which may apply for and take lease for any period not exceeding thirty years.

- (2) The date of commencement of the period for which a mining lease is granted shall be the date on which a duly executed lease deed is registered as per the conditions laid down by these rules.

12. Renewal of mining lease—

- (1) An application for renewal of a mining lease shall be made to the State Government or to an officer duly authorised by the State Government in this behalf in Form D at least six months before the date on which the lease is due to expire but not before nine months from such date of expiry through the Chief Mining Officer or the Mining Officer in charge of the concerned area or such other officer or officers as may be authorised by the State Government in this behalf.

Provided that no such renewal shall be granted if the performance of the lessee is considered unsatisfactory by the State Government or by the officer so appointed in this behalf by the State Government.

Provided further that an application for renewal of a mining lease shall be accompanied by an up-to-date clearance certificate of mining dues in original in the form, duly signed by the District Land and Land Reforms Officer, prescribed in clause (a) of subrule (4) of Rule 5 of these Rules.

- (2) No such renewal shall be granted for a period exceeding the period of original lease and the State Government or the officer so authorised in this behalf may refuse after giving reasons to be recorded in writing to renew a mining lease over the whole or part of the area covered by the original lease for which the renewal is applied for.
- (3) Every application for renewal of mining lease shall be accompanied by a non-refundable fee of Rs. 500/- deposited in the manner prescribed in sub-rule (3) of rule 5.
- (4) Every application for renewal of mining lease, other than an application from the West Bengal Mineral Development and Trading Corporation, State Trading Corporation, Central Government or any other department of the Central Government or the State Government shall also be accompanied by a valid and up-to-date (i) Income Tax Clearance Certificate, (ii) a Sales Tax Clearance Certificate, if the applicant is a dealer under the West Bengal Sales Tax Act, 1994.
- (5) An application for renewal of mining lease shall be disposed of within nine months from the date of its receipt.
- (6) If an application for the renewal of a mining lease submitted to the receiving authority within the time as referred to in sub-rule (1) is not disposed of before the date of expiry of the lease, the period of that lease shall be deemed to have been extended for a further period of six months or period ending with the date of receipt of orders of the State Government thereon, whichever is shorter.

13. Deposit for preliminary expenses—

- (1) When required by the State Government, an applicant for mining lease shall deposit Rs. 500/- (Rupees Five hundred) only as preliminary expenses for grant of the lease in the same manner as prescribed in sub-rule (3) rule 5 :

Provided that the applicant shall deposit such further sums on account of preliminary expenses, as may be asked by the State Government within one month from the date of demand of such deposit.

14. Security Deposit—

- (1) The applicant shall deposit before execution of the mining lease as security for due observance of the terms and conditions of the lease a sum of Rs. 2500/- (Rupees two thousand five hundred) only in the manner as may be directed by the State Government which shall be refunded to him after the expiry of the period of the lease, unless the whole or a part of it is withheld or forfeited by the State Government for any default on the part of the lessee including default in the payment of amounts due to the State Government.
- (2) No interest shall accrue on the security deposit.

15. Lease to be executed within six months—

- (1) When an order has been made for the grant of a mining lease, the deed of lease shall be executed within six months from the date of the order granting the lease :

Provided that the State Government or the officer so authorised by it, may permit the execution of the deed of lease after the expiry of the aforesaid period of six months if it is satisfied that the applicant is not responsible for the delay in the execution of the deed of lease.

16. Lapsing of lease—

- (1) Subject to the other condition in these rules, where mining operation has not been commenced within a period of one year from the date of execution of the lease or is discontinued for a continuous period of one year after the commencement of such operations, the State Government shall, by an order, declare the mining lease as lapsed and communicate the said order to the lessee.
- (2) Where a lessee is unable to commence the mining operation within a period of one year from the date of execution of the mining lease or discontinues mining operations for a period exceeding one year for reasons beyond his control, he may submit an application to the State Government through the Chief Mining Officer or the Mining Officer in charge of the concerned area explaining the reasons for the same within a period of one month after such expiry of the said one year.
- (3) Every such application under sub-rule (2) shall be accompanied by a fee of five hundred rupees deposited in the manner provided in sub-rule (3) of rule 5.

- (4) The State Government may, on receipt of an application made under sub-rule (2) and on being satisfied about reasons for the non-commencement of mining operations or discontinuance, pass an order extending or refusing to extend the period of lease, as the case may be, within six months after giving the applicant an opportunity of being heard.

Explanation—Where the non-commencement of mining operations within a period of one year from the date of execution of mining lease is on account of :

- (a) delay in acquisition of surface rights ;
- (b) delay in getting the possession of the leased area ; or
- (c) delay in supply or installation of machinery ;
- (d) orders passed by any statutory or competent authority ; or
- (e) operation becoming highly uneconomical ; or
- (f) strike or lock-out;

And the lessee is able to furnish documentary evidence supported by an affidavit duly sworn in, the State Government may consider any or all of these as sufficient reasons for the non-commencement of mining operations within the said period of one year.

17. Survey of the area leased—

- (1) When a mining lease is granted arrangement may be made at the expenses to be borne by the lessee, for survey and demarcation of the area granted under the lease.

18. Transfer of lease—

- (1) The lessee shall not, without the previous consent in writing of the State Government :
- (a) assign, mortgage, or in any other manner transfer the mining lease or any right, title or interest therein, or
 - (b) enter into contract or understanding or any arrangement, whereby the lessee will be or may be directly or indirectly financed to a substantial extent as the case may be under which the lessee's operations will be or may be substantially controlled by any person or body of persons other than the lessee ;

Provided that the State Government shall not give its consent in writing to such transfer unless :

- (a) the lessee has furnished an affidavit alongwith his application for transfer of the mining lease specifying therein the amount that he has already taken or proposes to take as consideration from the transferee ;
- (b) the name and address of the person to whom the mining lease or any right, title or interest therein is proposed to be transferred are intimated to the State Government ;
- (c) the lessee has cleared all his mining dues & a certificate in form B1 is submitted.

Provided further that the transferee shall be required to produce before permission for transfer is granted :—

- (i) a challan showing deposit of a fee of Rs. 300/- (Rupees three hundred) in favour of the State Government in the manner as prescribed in sub-rule (3) of rule 5 ;
- (ii) Income Tax Clearance Certificate ;
- (iii) a Sales Tax Clearance Certificate if the transferee is a dealer under the West Bengal Finance (Sales Tax) Act, 1994 ;
- (iv) Clearance certificate of Mining dues, if any, in Form B1.

Provided also that when the transferee is an Industrial Financial Corporation or the State Trading Corporation of India or the West Bengal Mineral Development and Trading Corporation Limited or any other Central or State Government agency or a Nationalised Bank, it shall not be necessary for such Corporation or agency or Bank to produce the certificate mentioned in sub-clauses (ii), (iii) and (iv).

- (2) Where an applicant for grant or renewal of a mining lease dies before the order granting him a mining lease or its renewal is passed, such application shall be deemed to have been made by his legal representative.
- (3) In case of an applicant in respect of whom an order granting or renewing a mining lease is passed but who dies before the deed of lease is executed, the order shall be deemed to have been passed in the name of the legal representative of the deceased.

- (4) The State Government may, by an order in writing, determine any lease at any time, if in the opinion of the State Government, the lessee has committed any breach of the provisions of sub-rule (1), and such decision shall be final :

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

19. Amalgamation of leases :

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

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

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

20. Payment of royalty and rent, etc—

- (1) (a) The holder of a mining lease or any other mineral concession granted on or after the commencement of these rules, shall pay royalty in respect of mineral or minerals extracted or removed or consumed by him or his agent, manager, employee or contractor at the rate prescribed in Schedule I :

Provided that the State Government shall not enhance the rate of royalty more than once during any period of three years.

- (b) The lessee shall also pay, for every year, an yearly dead rent, at the rate prescribed in the Schedule II :

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

Provided further that the State Government shall not enhance the rate of dead rent more than once during any period of three years :

- (c) The lessee shall also pay for the surface area occupied by him for the purpose of the mining operation surface rent at the rates fixed by the District Authority and specified in the lease :

- (d) The lessee shall pay to the State Government water rent at the rate prescribed for the said purpose from time to time.

- (2) Notwithstanding anything contained in the lease instrument or any other law in force at the time of commencement of these rules, the provisions of clause (a) and (b) of Sub-rule (1) shall apply to the holder of a mining lease granted before such commencement.

21. Conditions—

- (1) Every mining lease shall include and be subject to the following conditions :

- (a) the lessee shall pay royalty on all minerals removed, consumed or dispatched from the leased area at the rates prescribed in clause (a) of sub-rule (1) of rule 20 :

- (b) the lessee shall also pay for every year the dead rent, as prescribed in clause (b) of sub-rule (1) of rule 20 :

- (c) the lessee shall also pay surface rent for the surface area used by him, for the purpose of mining operation :

- (d) unless the State Government or any other officer appointed in this behalf by the State Government for good cause permits otherwise the lessee shall commence operations within three months from the date of registration of the lease and shall thereafter carry them on in a proper skilful and workman-like manner. After completion of mining operation in the leasehold area or in any part thereof or at the expiry of the lease period the lessee shall restore the leasehold area as far as possible to its original condition :

Explanation : For the purpose of this clause and clause (c), mining operations shall include the setting up of a machinery, laying of a tramway or construction of a road in connection with the mine.

- (e) the Lessee shall extract and despatch the minimum quantity of mineral from the leasehold area annually as prescribed in the lease deed. In case there is any shortfall of the extraction and despatch of the said minimum quantity without any satisfactory reason, penalty to the tune of twice the amount of royalty that should have accrued of such shortfall quantity shall have to be paid by the lessee.

Explanation : The reasons will be regarded a satisfactory if they are as mentioned in the explanations to the sub-rule (4) of rule 16. In such cases the lessee has to submit documentary evidences supported by an affidavit to the concerned authority.

- (f) the lessee shall complete his accounts in respect of raising, sale, local consumption, rent, royalty due, etc., within the 15th day of the month following and a true copy of each duly signed by the lessee or his authorised agent shall be submitted to (i) the State Government in the Commerce and Industries Department (ii) the Chief Mining Officer, West Bengal (iii) the concerned District Land and Land Reforms Officer and (iv) the concerned Mining Officer-in-Charge within seven days thereafter. Penalty at the rate of Rs. 100/- (Rupees one hundred) only per day shall have to be paid by the lessee for each day of delay in submitting the said return.
- (g) the Lessee shall at his own expense erect and at all times maintain and keep in good condition boundary marks and pillars necessary to indicate the demarcation shown in the plan annexed to his lease ;
- (h) the lessee shall not carry on or allow to be carried on any mining operation at any point within a distance of 100 metres from any Railway-land, except with the written permission of the Railway authority concerned ;
- (i) the lessee shall keep correct accounts in respect of works connected with the mine and also accounts showing quantity and other particulars of all minerals obtained and despatched from the mine, the details of the persons employed in the mine and shall allow any officer authorised by the State Government in this behalf to examine at any time, any accounts, balance and records maintained by him and shall furnish to the State Government with such information and returns, as it may require ;
- (j) the lessee shall strengthen and support to the satisfaction of the Railway authority concerned, or the State Government, as the case may be, any part of the mine, which in its opinion require such strengthening or support, for the safety of any Railway, reservoir, canal, road or any other public works or structures ;
- (k) the lessee shall allow any officer authorised by the State Government or the District Authority to enter upon any building, excavation or land comprised in the lease for the purpose of inspection of the same ;
- (l) the lessee shall without delay report to the State Government any discovery in the area comprised in the lease of any mineral not specified in the lease and shall not win, remove or consume any such mineral without obtaining a separate lease or mineral concession for such mineral ;
- (m) the State Government shall at all times have the right of pre-emption of the mineral extracted from the land in respect of which the lease has been granted :
Provided that a fair market price prevailing at the time as per Public Works Department Schedule for the concerned area shall be paid to the lessee for all such minerals.
- (n) the lessee shall not appoint any person, for doing any work in the mine, who is not an Indian national, without the previous sanction in writing of the State Government;
- (o) Notwithstanding anything contained in these rules, the State Government or any Officer appointed in this behalf by the State Government may permit any person to collect minor mineral from the leased area for his private use only :
Provided that the person who obtains such permission shall not interfere with the working of the lease.
- (p) If the lessee or his transferee or assignee does not allow entry or inspection under clauses (i) and (k) or contravene the provisions of clauses (a), (b), (d), (e), (i) & (n) the State Government or any officer appointed in this behalf by the State Government may cancel the lease and forfeit the whole or part of the security deposit in favour of State Government.
- (q) in case of any breach of the conditions specified in clauses (c) (d) (g) (i) (j) (s) (t) (v) and (y) of this rule by the lessee or his transferee or assignee the State Government or any officer authorised in this behalf by the State Government or any officer authorised in this behalf by the State Government shall give notice in writing to the lessee asking him to rectify the breach within thirty days from the date of the notice, and if the breach is not rectified within such period, the State Government or such officer may determine the lease & forfeit the security deposit in favour of State Government.
- (r) in the event, if it is subsequently detected that the entire area or a part of it granted in the mining lease falls within 'Forest' the lessee shall forthwith surrender the lease to the State Government ;
- (s) the lessee shall not do any mining work within twenty metres from the bank of a river ;
- (t) for actual quarrying or mining operation clear margin of ten metres shall be kept from the outer boundary of the adjacent plot and maintained throughout the operation ;
- (u) the State Government or any officer duly authorised in this behalf by the State Government may stop mining in case of possible danger to life and property due to such mining ;
- (v) the lessee shall take such precautionary measures as may be necessary or prescribed by the State Government to prevent danger and damage to life and property, both private and public ;

- (w) the State Government shall have the authority to cancel or revoke or alter at any time a mining lease on the foreshore or bed of any river in the interest of river management, protection of environment and ecology on the recommendation of the concerned Department of the State Government or otherwise;
 - (x) In case of brick earth/brick field, lessee shall set up chimneys of specific heights and standards. He shall be required to mix flyash at 30% with brick earth for production of brick within a radius of 50 km. of a thermal power plant.
 - (y) The lessee shall fill up the excavated pits with waste and topsoil and take steps regarding planting of tree in the area so filled up.
 - (z) in case of a breach or unauthorised extraction by the lessee or by transferee or assignee of any conditions of the lease, the State Government or any Officer appointed in this behalf by the State Government may require the lessee to pay a penalty not exceeding an amount equivalent to ten times the amount of Royalty rate.
- (2) A mining lease may contain such other conditions, in regard to the following matters as may be considered necessary namely :—
- (a) time limit, mode and place of payment of rent and royalties ;
 - (b) compensation for damage to the land covered by the lease;
 - (c) felling of trees;
 - (d) restriction of surface operations in any area prohibited by any authority;
 - (e) notice by lessee for surface occupation;
 - (f) facilities to be given by the lessee for working other minerals in the leased area or adjacent area;
 - (g) entering and working in a reserved or protected forest;
 - (h) securing pits and shafts;
 - (i) reporting of accidents;
 - (j) indemnify the State Government against claims of third parties;
 - (k) delivery of possession of lands and mines or the surrender, expiration or determination of the lease;
 - (l) forfeiture of property left after determination of lease;
 - (m) power to take possession of plant & machinery, premises and mines in the event of war or emergency, and
 - (n) plans and geological records of the mines and leased area.
- (3) The State Government, if it is of the opinion that in the interest of mineral development it is necessary so to do, may in any case, impose such further conditions as it may think fit.

22. Rights of Lessee—

- (1) Subject to the conditions mentioned in rule 21, the lessee shall have the right for the purpose of his mining operations, to
- (i) work mine;
 - (ii) sink pits and shafts and construct buildings and roads;
 - (iii) erect plants and machinery;
 - (iv) use water;
 - (v) use land for stacking purposes; and
 - (vi) do any other thing specified in the lease.

23. Right to determine lease—

- (1) The lessee may determine the lease at any time by giving not less than six months notice in writing to the State Government or to any officer appointed in this behalf by the State Government and after paying all outstanding dues of the State Government. Every such application for determining a part or the whole of a lease under sub-rule (1) shall be accompanied by a fee of Rs. 1,000/- (Rupees one thousand) only deposited in the manner prescribed in sub-rule (3) of the rule 5 for meeting the expenditure for survey and demarcation of the area to be determined or surrendered.

- (2) When the State Government, is of the opinion that it is expedient in the interest of regulation of mines and mineral development so to do, it may, by an order, make premature termination of a mining lease in respect of any mineral and grant fresh lease in respect of such mineral in favour such Government company or corporation owned or controlled by the Government, as it may think fit.

24. Standard form of Lease—

- (1) The lease shall be drawn up as nearly as possible in Form E.

25. Register of Mining Lease—

- (1) A register of mining lease in respect of minor minerals shall be maintained specifying as far as may be the following:

- (i) serial number ;
- (ii) name of applicant ;
- (iii) residence of the applicant ;
- (iv) date of application ;
- (v) situation and boundaries of the land ;
- (vi) district ;
- (vii) revenue thana ;
- (viii) village mouza ;
- (ix) J. L. No. ;
- (x) plot numbers ;
- (xi) name ;
- (xii) estimated total area ;
- (xiii) name of the mineral or minerals for which the lease has been granted ;
- (xiv) date of the grant of lease ;
- (xv) period from which granted, renewed or extended ;
- (xvi) application fee paid ;
- (xvii) amount of security deposit paid ;
- (xviii) the royalty including dead rent payable ;
- (xix) other rents payable ;
- (xx) particular of disposal or refund of security deposits ;
- (xxi) date of assignment, relinquishment or cancellation ;
- (xxii) date of expiry, relinquishment or cancellation ;
- (xxiii) in case of expiry, relinquishment or cancellation, whether all dues have been paid ;
- (xxiv) the date from which the area is available for fresh grant.

CHAPTER III

26. Grant of Mining Lease for exploitation of Granite.

- (1) The exploitation of granite shall be conducted in the manner prescribed in the Granite Conservation and Development Rules, 1999 with the exceptions made in these Rule.
- (2) The grant of mining lease for exploitation of granite shall be made through the process of auction/bid. The details of the procedure for grant of such mining lease are given at **Schedule III** of these Rules.

- (3) The blocks of granite-bearing areas identified for exploitation shall be widely notified by publication in national dailies, local newspapers and also by publication in notices displayed at the prominent offices of the State/districts.
- (4) No exploitation of granite shall be allowed without a Mining Plan duly prepared by a qualified person recognised by Indian Bureau of Mines or State Government and approved by the Chief Mining Officer, West Bengal.

CHAPTER IV

27. Grant of Quarry Permits—

- (1) The district authority or any other officer authorised in this behalf by the State Government may grant, as per procedure laid down in **Schedule IV**, quarry permits in Form F to any person to extract or remove from any specified land within the limits of his jurisdiction any minor mineral, excepting stone and granite, on pre-payment of royalty at the rate specified in **Schedule-I**.
- (2) Such quarry permit may be granted for a specified area not exceeding three acres and for a period not exceeding three months and for a quantity as per norms fixed by the State Government. Quarry permit can not be renewed.

Note—

In case of brick earth/brick field, quarry permit holder shall set up chimneys of specific heights and standards. He shall be required to mix flyash at 30% with brick earth for production of brick within a radius of 50 km of a thermal power plant.

28. Application for Quarrying—

- (1) An application for quarry permit shall be submitted to the District Authority or any officer authorised in this behalf by the State Government in Form G, accompanied by a challan showing the deposit of Rs. 300/- (Rupees three hundred) only in the manner prescribed in sub-rule (3) of rule 5.
- (2) An application for quarry permit shall not be granted unless the mining dues of the applicant, if any, are cleared beforehand.
- (3) In case of raiyati land, the applicant shall have to produce a letter-of-consent from the owner of the said land stating that he has no objection to the use of the said land by the holder of the permit.
- (4) The application fee and royalty shall not be refunded save and except as provided in **Schedules IV and V**.
- (5) In respect of the same area where applications for both mining lease and quarry permit are submitted, the application for mining lease shall get priority.
- (6) The holder of a mining lease shall not be restrained from doing mining operation in the area allotted to the quarry permit holders. The quarry permit holders shall cease mining activities the moment a mining lease holder commences mining activities after obtaining the possession of leasehold land from the competent Authority.
- (7) In respect of an area where an applicant for mining lease also applies for quarry permit, he shall be given preference in the grant of quarry permit over those who apply for quarry permit only.

29. Condition of permit—

- (1) Every permit granted under rule 27 shall be subject to the conditions prescribed in **Schedule V**.

CHAPTER V

30. Application of these rules to all renewals—

- (1) Where a mining lease granted before the commencement of these rules is renewed after the commencement of these rules, these rules shall apply automatically to such renewal.

31. Power to rectify apparent mistakes—

- (1) Nothing in these rules shall be deemed to limit or otherwise affect the inherent power of the State Government to rectify any clerical, arithmetical, accidental and similar other types of errors in any order passed by it or to direct the rectification of any such error in any instrument to which the State Government is a party.

Provided that no such order which affects the lessee or the applicant for lease shall be passed without giving such lessee or applicant, as the case may be, an opportunity of being heard.

(2) When an order has been passed under sub-rule (1) for rectification of an instrument, the lessee shall execute the deed of rectification within six months from the date of communication of the order to him.

(3) If no deed of rectification is executed by the lessee within the time-limit prescribed in sub-rule(2), the State Government shall have the liberty to determine the lease after giving the lessee a three months notice.

32. Change in partnership firm—

(1) A partnership firm, a private company, as defined in the Indian Companies Act, 1956 (I of 1956), or an association or body of individuals, whether incorporated or not, shall intimate to the State Government or to an Officer appointed for the said purpose by the State Government of any change that may take place in the individuals constituting such partnership firm, company, association or body.

(2) In case of any contravention of the provisions contained in sub-rule(1), a part or whole of the security deposited in connection with any lease or leases held by the said firm, company, association or body may be forfeited by the State Government or by such Officer appointed in this behalf by the State Government.

33. Penalty—

(1) Any person extracting any minor mineral without a proper lease or permit granted under these rules or in contravention of the provisions of rule 35 shall be punishable with imprisonment for a term which may extend to two years or with fine which may extend to twenty five thousand rupees or both.

(2) When any person trespasses into any land in contravention of the provisions of these rules, such trespasser may be served with an order of eviction by the State Government or any other authority authorised in this behalf by the State Government and the State Government or such authorized authority may, if necessary, obtain the help of the police to evict the trespasser from the said land.

(3) Whenever any person removes without any lawful authority, any mineral from any land, and for that purpose, brings on the land, any tool, equipment, vehicle or any other thing, such mineral, tool, equipment, vehicle or other thing shall be liable to be seized by an officer or authority especially empowered in this behalf.

(4) Any mineral, tool, equipment, vehicle or any other thing seized under sub-rule(3), shall be, liable to be confiscated by an order of the Court competent to take cognizance of the offence and shall be disposed of in accordance with the directions of such Court.

(5) Whenever any person removes without any lawful authority, any mineral from any land, the State Government or the authority authorised in this behalf by the State Government may recover from such person the mineral so removed or where such minerals has already been disposed of, the price thereof, and may also recover from such person the rent, royalty or tax, as the case may be, for such period during which the land was occupied by such person without any lawful authority.

(6) If a person grants, transfers or obtains a mining lease or any right, title or interest therein in contravention of any of the provisions of these rules, he shall be punishable with imprisonment which may extend to one year or with fine which may extend to five thousand rupees or both.

(7) In case of any breach of sub-rule(1) of rule 20, the lessee shall be liable to pay a penalty of Rs. 5000/- (Rupees five thousand) only to the State Government in addition to the accrued mining dues.

(8) Notwithstanding anything contained in the Code of Criminal Procedure, 1973, an offence under sub-section (1) shall be cognizable.

34. Prevention of Illegal Mining Transportation and Storage of Minor Minerals.

(1) The State Government may frame rules by notification in the Official Gazette to prevent unauthorized mining, transportation and storage of minerals by—

- (a) establishment of check-posts for checking of minerals in transit ;
- (b) establishment of weigh bridges to measure the quantity of minerals being transported ;
- (c) regulation of minerals being transported from the area granted under a mining lease or a quarry permit or in whatever name the permission to excavate minerals has been given ;
- (d) inspection, checking and search of minerals at the place of excavation or storage or during transit ;
- (e) maintenance of registers and forms for the purposes of the said rules.

Provisions of the said Rules shall be applicable to all lessees and quarry permit holders.

35. Extraction of ordinary clay from own land—

- (1) No lease will be required to be taken by a person, who extracts ordinary clay from his own land, either for use in any cottage industry owned by him, like pottery, clay modelling or for any other industry specified in the notification issued by the State Government or for his personal use.

Provided that such extraction shall be subject to the following conditions, as the State Government may impose from time to time :

- (a) The mineral so extracted shall not be disposed of by sale or otherwise without the prior permission in writing of the District Magistrate or District Land and Land Reforms Officer of the district, or Sub-divisional Officer or Sub-divisional Land and Land Reforms officer of the sub-division and except on payment of fees at the rate of Re. 12/- (Rupees Twelve only) per cubic metre or at such reduced rate as may be fixed by the officer concerned ;
- (b) The mineral so extracted shall not be converted into bricks or tiles except where such bricks and tiles are required for his own use ;
- (c) No extraction shall be done at or from any place within 100 metres from any railway line, except with the previous written permission of the railway administration concerned or within 200 metres from any reservoir, public road, canal, bridge culvert or other public works or buildings or inhabited site.

36. Appeal—

- (1) Any person aggrieved by an order made by the District Authority or any officer duly authorised by the District Authority in exercise of the powers conferred upon him by these rules, may, within thirty days from the date of communication of the order to him, prefer an appeal against the order.
- (2) The memorandum of appeal shall be made to the State Government, if the order appealed against has been passed by the District Authority, and to the District Authority, if the order appealed against has been passed by any officer subordinate to the District Authority.
- (3) Each memorandum of appeal shall be accompanied by a Treasury Challan showing the deposit of a fee of Rs. 100/- (Rupees one hundred only) in the same manner prescribed in sub-rule(3) of rule 5 in any Government Treasury or sub-Treasury of the District concerned or in any branch of the State Bank of India doing treasury business or in the Reserve Bank of India at the credit of the State Government under the specified head.
- (4) An appeal may be entertained even after the period specified in sub-rule(1), if the applicant satisfies the appellate authority that he had sufficient reasons, for not preferring the appeal within the prescribed period.
- (5) The order passed on an appeal shall be final and there shall be no second appeal.

37. Review—

- (1) The State Government may, on an application from an aggrieved party, within thirty days from the date of communication of the order, or on its own motion, within six months from the date of passing of an order, review the order on the ground of the discovery of a new fact not known to it when the order was passed or on any other ground considered necessary for mineral development.

38. Premature application—

- (1) Any application for mining lease in respect of any area where a mining lease is already subsisting, shall be premature and shall not be considered by the State Government except when the application has been made within three months before the expiry of the subsisting lease.
- (2) A premature application for mining lease shall be rejected outright by Chief Mining Officer/Mining Officer In-charge.

39. Relaxation of rules—

- (1) If the State Government is of the opinion that public interest so requires, it may relax any of the provisions of these rules in any particular case and may grant a mining lease or authorize the grant of a mining lease or quarry permit on such terms and conditions other than those prescribed by these rules.

40. Repeal and Savings—

- (1) The West Bengal Minor Minerals Rules, 1973, is hereby repealed.
- (2) Notwithstanding such repeal, anything done or any action taken, any application made or any prosecution started under the said rules shall be deemed to have been validly done or taken, made or started, as the case may be, under the corresponding provisions of these rules.

SCHEDULE I

[See rule 20 (1) (a) of the West Bengal Minor Minerals Rules, 2002]

Rates of Royalty on Minor Minerals

<u>Name of Minor Mineral</u>	<u>Rate</u>
Boulder/Pebbles/Stones/Sand Stone	Rs. 22/- cubic metre
Gravel	Rs. 22/- per cubic metre
Granite Black	Rs. 650/- per cubic metre
Gray	Rs. 400/- per cubic metre
Coloured	Rs. 525/- per cubic metre
Impure Quartz, Kankar & Morrum	Rs. 15 per cubic metre
Laterite	Rs. 15/- per cubic metre
Limeshell & Limestone used for building purpose	Rs. 40/- per tone
Ordinary Clay/Fuller's Earth/Brick Earth	Rs. 12 per cubic metre
Marble	Rs. 600/- per cubic metre
Ordinary Sand	Rs. 22/- per cubic metre
Other Minor Minerals	Rs. 15/- per cubic metre

Note : 2.832 cubic metre. = 100 cubic feet.**SCHEDULE II**

[See rule 20 (1) (b) of the West Bengal Minor Minerals Rules, 2002]

Rates of Dead Rent

First year	—Rs. 2000/- per hectare
Second year	—Rs. 3000/- per hectare
Third year and onwards	—Rs. 5000/- per hectare per annum.

SCHEDULE III

[See Rule 26 (2) of the West Bengal Minor Minerals Rules, 2002]

PROCEDURE FOR CONDUCTING AND REGULATING AUCTION/BID FOR EXPLOITATION IN GRANITE BLOCKS.**A. Notification of area for auction/bid lease.**

The State Government may notify in the Official Gazette the area of Granite Blocks which may be leased out by auction/bid. No Block shall be leased out by auction/bid for more than 30 years and for not less than 20 years at a time.

B. Extension or Withdrawal of area from auction/bid.

The State Government may by notification in the Official Gazette, extend the area of Granite Block or withdraw any area from the Granite Block from the system of grant of lease by action/bid. Provided that the date of extension or withdrawal of such area shall not be the date during the subsistence of an auction/bid lease already granted in respect of the said Granite Block.

C. Register of Granite Blocks notified for auction/bid lease.

The Chief Mining Officer, West Bengal will cause to be maintained a register of Granite Blocks notified in Official Gazette of the State Government.

D. Procedure for auction/bid.

The following procedure will be followed for grant of lease for Granite Blocks through auction/bid :—

- (a) At least 45 days before the date of auction/bid, to be held at the office of the Chief Mining Officer, West Bengal, he will notify, in the manner given below, the date and time and place of auction and the terms and conditions of lease :—
 - (i) Copies of notice giving the details of the auction/bid will be published in at least 2 national dailies.
 - (ii) Copies of the notice will be put up at the Office of the Chief Mining Officer, West Bengal and will also be put up in the Notice Boards of the offices of the concerned Mining Officers In-charge and in the Notice Boards of all District Magistrates in the State ;
 - (iii) Copies of notice shall be sent to the Panchayat Samity/Gram Panchayat or any other local authority in whose jurisdiction the Granite Block is situated ;
 - (iv) Wide publicity of the auction/bid may also be made in any other manner to be decided by the Chief Mining Officer, West Bengal in consultation with the State Government.
- (b) Booklet containing the details of Granite Block, the procedure for auction/bid and terms and conditions of lease will be available on payment of a cost of Rs. 500/- (Rupees Five Hundred) only from the Office of the Chief Mining Officer, West Bengal and the Booklet will be required to be purchased by the intending bidder at least 30 days before the date of auction/bid.
- (c) The Chief Mining Officer, West Bengal will act as the Presiding Officer of the auction/bid.
- (d) The details of the Granite Block and the terms and conditions of the lease will be read out to the intending bidders at the time of auction/bid.
- (e) Any person intending to participate in auction/bid will deposit Rupees Ten Thousand only in treasury challan under appropriate accounts head as Earnest Money.
- (f) On completion of auction/bid, the result will be announced by the Presiding Officer.
- (g) The provisionally selected bidder will be required to deposit within 7 days from the date of auction/bid 25% percent of the amount of bid for one year, as security ; and for execution of the lease and for due observance of its terms and conditions and an equal amount as first instalment of royalty. The said amount will be deposited through treasury challan under appropriate A/c. head.

- (h) The bid will not be treated as accepted unless confirmed by the State Government or such other authority who may be authorised by the State Government to grant the lease.
- (i) The Earnest Money will be refunded at the end of the auction/bid and not later than 10 days from the date of such auction/bid, except that which was deposited by the provisionally selected bidder, in whose case it will be adjusted towards security deposit.
- (j) The Presiding Officer/Chief Mining Officer, West Bengal will submit papers to the Director of Mines and Minerals, West Bengal who shall, unless he is himself authorized to grant the lease, forward them,—with his opinion, to the State Government or to the officer authorised by it to grant the lease.

E. GRANT OF LEASE.

The lease will be granted to the highest bidder, provided that the State Government, after taking into consideration the matter specified below, may accept any other bid made at the auction/bid.

- (a) past experience ;
- (b) financial resources ;
- (c) nature and quality of technical staff employed or to be employed by the bidder ;
- (d) the conduct of the bidder in carrying out mining operations on the basis of any previous lease or quarry permit and in complying with the conditions of such lease or quarry permit or the provisions of any law in connection therewith, and ;
- (e) such other matters as may be considered necessary by the State Government.

F. EXECUTION OF LEASE DEED.

When a bid is finally accepted a lease deed will be executed within three months of the receipt by the bidder of the order about the acceptance of the bid, or within such further period as the authority competent to grant the lease may allow in this behalf. If no such deed is executed within the aforesaid period due to any default on the part of the bidder, the said authority may revoke the order accepting the bid and in that event the security deposited by the bidder shall be forfeited to the State Government. The duly executed lease deed shall be registered within 3 months from the date of execution of such lease. Before execution of the lease deed three sets of Mining Plan, duly approved by the Chief Mining Officer, West Bengal, shall have to be submitted by the bidder to the State Government one copy each of which will be sent to the Chief Mining Officer & the concerned Mining Officer in charge by the State Government after execution of deed.

G. REGISTER OF AUCTION/BID LEASES.

A register of mining lease for exploitation of granite through auction/bid shall be maintained both with the State Government and in the Office of the Chief Mining Officer, West Bengal.

H. COMMENCEMENT OF ACTUAL EXPLOITATION OF GRANITE.

The bidder to whom the lease for exploitation of Granite is granted shall commence exploitation of the mineral within 3 months from the date when the duly executed lease is registered.

SCHEDULE-IV

[See Rule 27 (1) of the West Bengal Minor Minerals Rules, 2002]

Procedure for issue of quarry permits for extraction or removal of minor minerals.

1. The quarry permits should be issued by the District Authority or by officers hereinafter referred to as the Issuing Authority. When an application is rejected, the fact of such refusal together with the reasons for the refusal shall be communicated to the applicant.
2. The District Authority may authorise the Subdivisional Land & Land Reforms Officer or an equivalent officer to issue quarry permits within his jurisdiction.
3. The Subdivisional Land & Land Reforms Officer or an equivalent officer shall not issue any quarry permit, the royalty for which exceeds Rs. 10000. District Authority, if he issues any permit, should send a copy of each such permit to the Subdivisional Land Reforms Officer and the Block Land & Land Reforms Officer concerned.

4. A copy of each permit shall be sent by the Issuing Authority to the Chief Mining Officer, West Bengal in addition to the concerned Mining Officer In Charge.
 5. The Issuing Authority shall arrange for occasional inspection and check up the quantity of the mineral removed.
 6. The rate of royalty for issue of quarry permit shall be the rate prescribed by the Government as royalty in the Schedule I appended to West Bengal Minor Minerals Rules, 2002.
 7. The principles laid down in the West Bengal Minor Minerals Rules 2002 regarding priority should, as far as possible, be followed.
 8. An Application for a permit shall be disposed of within fifteen days of its receipt. If the application is not so disposed of, it shall be deemed to have been refused and the application fee shall be refunded to the applicant.
 9. District Authority may, so far as they do not materially conflict with these instructions and subject to future directions of the Government, adopt any procedure and delegate so much of his power to such order as he thinks fit for the purpose of better administration, revenue collection and less loss due to unauthorized workings.
 10. At the end of a financial year the Issuing Authority shall send to his next higher authority a statement giving a summary of the particulars regarding the permits issued. Such particulars shall, amongst other informations, contain the information regarding the total quantities of different minerals removed, the total revenue collected, and the total number of days needed for extracting the minerals. The District Authority concerned shall send a consolidated statement in this regard in triplicate to the Government in the Department of Commerce and Industries and the Chief Mining Officer, West Bengal within two months after the end of the financial year.
 11. The period of validity of any permit should commensurate with the quantity of mineral to be removed.
 12. No permit shall be issued for period of over ninety days and it shall be returned by the holder to the Issuing Authority on the day next to the date of expiry.
 13. No permit shall be issued unless the royalty has been paid in advance.
 14. Before issuing any permit in any forest area under the Forest Directorate, the Divisional Forest Officer concerned shall be consulted. In case of any disagreement with the Divisional Forest Officer, the matter shall be referred to the Government in the Department of Commerce & Industries, who will take up the matter with the Forest Department.
 15. On receipt of an intimation from any person in writing, expressing his desire for applying for a permit, the Issuing Authority shall arrange to send or hand over to the person two copies of the application form within seven days mentioning therein the rate of royalty for the time being in force. When the application form is received back from the applicant, the date of receipt should be recorded therein by the person in the office, who receives it, and he shall also put his initial therein. An acknowledgement of receipt shall also be given to the applicant. The particulars about all such applications should be entered forthwith in a Register by the person who receives such application. The Registrar shall contain the following particulars :
 - (1) Serial No :
 - (2) Name of applicant with his address :
 - (3) Mineral or Minerals wanted :
 - (4) Date of application :
 - (5) Date of receipt :
 - (6) Amount of money paid as royalty :
 - (7) Date of issue and period of validity of permit :
 - (8) Date of registration of application :
 - (9) Date of cancellation of permit after expiration :
 - (10) Date of cancellation of permit before expiration if any, with reasons for the same :
 - (11) Date of revocation of permit (under Schedule V) before expiration and the reasons for the same and also the amount refunded :
- Such register may contain any other particulars at the direction of issuing authority.
16. The quarry permits shall be issued in Form F drawn up in quintuplicate and the first or original copy shall be handed over or sent to the applicant. Each copy of the permit shall separately be initialled, together with the official seal by the issuing authority.
 17. No quarry permit shall be issued over an area where the surface land does not belong to the Government or to the applicant unless the applicant furnishes a letter of consent from the owner of the land saying that he has no objection if minerals are extracted from his land or a copy of similar agreement with him.
 18. When a quarry permit is returned after its expiry, it shall be collected by the Issuing Authority and the fact shall be noted in the register. All such quarry permits may be destroyed six months after the yearly statement had been sent.

SCHEDULE V

[See rule 29(1) of the West Bengal Minor Minerals Rules, 2002]

Conditions of quarry permit

1. The issuing authority may, if he thinks necessary, revoke a quarry permit before the date of expiry even when the quarry permit-holder is not guilty of contravention of any of the conditions of these clauses. In such case the royalty only in respect of the unextracted quantity of mineral shall be refunded to the quarry permit-holder by the issuing authority and no compensation shall be payable by the State Government in this regard.
2. Royalty is not refundable except as provided under clause 1.
3. Proper facilities shall be given by the quarry permit-holder to the local officers and staff of the Land & Land Reforms Department of the District and of the Commerce & Industries Department of the State Government for measurement and checking of raisings and despatches and of accounts.
4. Instructions issued by the local officers of the Land & Land Reforms Department, and Commerce & Industries Department as well as of the Forest Department, where the quarry lies within a forest area, shall have to be strictly followed by the quarry permit holder.
5. The quarry permit-holder shall send by post or special messenger weekly statement of raisings and despatches to the issuing Authority latest by Tuesday of the following week.
6. The quarry permit-holder shall maintain accounts of raising, despatches, explosive used and register of labour in a form approved by the Issuing Authority. These accounts shall be readily available at the quarry site, whenever any person works there and shall, on demand, be produced to any officer or staff of the Land & Land Reforms Department of the district and of the Commerce & Industries Department of the State Government. If any explosives are used, the explosive licence shall also be readily available at the quarry site for inspection by the aforesaid officers and also by the police officers.
7. The quarry permit-holder shall not employ any person who is not an Indian national nor any such person shall be allowed by him to work in the mine or anywhere in connection with the mine. Such non-Indian nationals may however be employed with the previous approval of the Central Government.
8. The quarry permit shall be surrendered to the issuing authority on the day next to the date of the expiry of the validity and a receipt obtained therefor.
9. The quarry permit is not transferable and cannot be renewed.
10. If the Issuing Authority, after making such enquiry in such manner as he thinks fit and proper, finds that the quarry permit-holder has, either during the validity of the quarry permit or thereafter, removed more mineral than the quantity authorised by the quarry permit he may demand from the quarry permit-holder an additional amount for the excess amount of mineral removed as penalty at a rate not exceeding ten times royalty rate at which the quarry permit has been issued. The quarry permit-holder shall on such demand make payment of the whole amount within two weeks of receipt of such demand and in case of failure such demand shall be recoverable as public demand.

The District Authority, however, will be competent to pass final order, either on his own initiative or on representation, in any such case involving Rupees One thousand or less. The first demand for such additional royalty shall not be made after ninety days of the date of surrender of the permit.

11. The quarry permit-holder shall take all precautions regarding storage, conveyance and use of explosives and he shall be responsible for the safety of the workers and the general public. He shall abide by the instructions given by any Officer of the Land & Land Reforms Department or Commerce & Industries Department of the State Government regarding safety measures observed in the mine. He shall before actually using any explosive, intimate his intention to the Director-General of Mines Safety, P.O. Dhanbad (E. Rly), Bihar. Any accident in his mine shall immediately be reported to the District Authority and to the Regional Inspector of Mines by telegram or through a special messenger giving all particulars about the accident.
12. The quarry permit-holder shall indemnify the Issuing Authority against any third party claim.
13. No tree shall be felled and removed and no public easement shall be interfered with except with the written consent of the Issuing Authority in this respect and he may attach such conditions to his consent as he thinks fit, and the conditions shall be binding on the permit-holder.
14. A quarry permit is valid for three (3) months from the date of signature of the Issuing Authority and that date shall be considered as the date of issue of the permit.
15. In case of any mistake or error apparent on the fact of the record, the Issuing Authority on his own motion may rectify any such mistake or error brought to his notice. In rectifying any such mistake or error the Issuing Authority, if satisfied that the interest of the quarry permit-holder or any other permit-holder or applicant would be prejudicially affected by such rectification, may give to the person such relief as he thinks fit and his decision in the matter shall be final.
16. In case of any dispute regarding the meaning or interpretation of these conditions, the matter shall be referred to the Government in the Department of Commerce & Industries and its decision in the matter be final.
17. The quarry permit-holder shall, during the subsistence of permit and before its expiry, throw all the refuse from the mines into that part or parts of a quarry, which have reached a depth of at least 10 metres or wherefrom the mineral has been totally extracted and the back filling of the quarry shall be levelled and the land surrounding the quarry/quarries in the area under the quarry permit shall be maintained almost at the same height and conditions as it was before the excavation started, unless otherwise permitted by the authority issuing the quarry permit in consultation with the Mining Officer in charge of the concerned area or the Chief Mining Officer, West Bengal.
18. The quarry permit-holder shall not dig more than one excavation to start with and shall make every effort to either dig down to a depth of at least 10 metres or till the mineral has been exhausted. Where the depth of an excavation has exceeded 10 metres or where the mineral has been exhausted the excavation should be extended laterally instead of opening new excavation unless such opening of new excavation is considered by the quarry permit-holder to be unavoidable. Where a new excavation is started, the quarry permit-holder shall forthwith inform the authority issuing the quarry permit about such starting giving the reasons therefor. If the authority requires, the new excavation shall be stopped and work in the previous excavation or an excavation in a new area, as desired by the authority, shall be started. For the purpose the Issuing Authority shall consult the concerned Mining Officer in charge or the Chief Mining Officer, West Bengal.
19. Provisions of clauses 17 & 18 above are not applicable for extraction of sand from river beds.
20. Failure to comply with any of the conditions of the above may result in cancellation of the quarry permit. When a quarry permit is so cancelled, no part of the royalty shall be refunded. Such failure may also disqualify the quarry permit-holder from holding any such quarry permit in future for definite or indefinite periods, as the Issuing Authority may decide.

SCHEDULE VI LIST OF MINOR MINERALS

The following minerals are declared from time to time by the Central Government as minor minerals in exercise of the powers conferred on them by Clause (c) of section 3 of the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957).

1. Boulder.
2. Building Stone.
3. Chalcedony or impure Quartz.
4. Granite.
5. Gravel.
6. Kankar when used in kilns for manufacturing of lime used as building materials.
7. Limeshell.
8. Limestone used for lime burning.
9. Marble.
10. Morrum.
11. Ordinary clay.
12. Ordinary sand other than sand used for the prescribed purposes. (See Note below)
13. Pebbles used for ball mill purposes only.
14. Quartzite and sand stone, when used for purpose of building or for making road metal and household utensils.
15. Road metal./Stone.
16. Shale used for building material.
17. Slate used for building material.
18. Stone used for making household utensils.
19. Saltpetre.
20. Bentonite.
21. Ordinary earth.
22. Fuller's earth.
23. Laterite used for building material.

Note : Sand, when not used for the following purposes, is minor mineral :—

- (a) for use for stowing purpose in coal mines ;
- (b) for purposes of refractory and manufacture of ceramics ;
- (c) for optical purposes ;
- (d) for metallurgical purposes ;
- (e) for manufacture of silvicrete cement ;
- (f) for manufacture of sociumsilicate ;
- (g) for manufacture of pottery and glass.

By order of the Governor,
Principal Secretary to the Govt. of West Bengal.
Commerce & Industries Department.

FORM—A**[See Rule 5(2) of The West Bengal Minor Minerals Rules, 2002]****FORM OF APPLICATION FOR MINING
LEASE FOR MINOR MINERALS****(To be submitted in Six Copies)**

Dated Day of 200

To
The Secretary to the Government of West Bengal
Commerce & Industries Department
Writers' Buildings,
Kolkata - 700 001

Through [Received on (Date)

At (time) Initial]

Sir,

I/We have to apply for the grant of a Mining Lease under the West Bengal Minor Minerals Rules, 2002.

A sum of Rs. 500/- being the fee in respect of this application payable under rule 5(2) of the said rules has been deposited in (Name of Treasury or branch of the State Bank of India doing the Treasury Business) and the relevant challan is attached herewith.

The required particulars are given below :—

PARTICULARS

1. Name of Individual(s), Firm or Company applying :
2. Nationality of Individual(s), place of registration or incorporation of firm or company :
3. Profession of Individual(s) or nature of business
of firm or company and place of business :
4. Address of the Individual(s), Firm or Company :
5. Whether the application is for a fresh concession :
6. Mineral or Minerals which the applicant intendents to mine :
7. Period for which the Mining Lease is required :
8. Details of area in respect of which lease is required :

- i) District :
- iii) Mouza/village :
- v) Plot No. :

- ii) Revenue/Thana :
- iv) J. L. No. :
- vi) Total Area :

9. Particulars of Map or Plan on 16'' = 1 Mile scale, covering area mentioned at S. L. No. (8) is attached :
10. Brief description of the area :
11. Area and Minerals within the Jurisdiction of the State Government for which the applicant or any person joint in interest with him —
- | | | |
|-------------------------------|--------------------|--------------------|
| (a) Already holds a lease (s) | Mineral:
Mouza: | Area:
District: |
|-------------------------------|--------------------|--------------------|
- (b) has already applied for, but not been granted a lease, :
- (c) or, has applied simultaneously :
12. Nature of Joint interest, if any, under (11) above :
13. Approximate quantity of mineral(s), expected to be raised annually :
14. Means by which the Mineral is to be raised i.e, by hand labour or mechanical or electrical power and the degree of mechanization, if any, contemplated :
15. The amount of money proposed to be invested :
16. Past experience of the applicant in the profession of Mining :
17. Manner in which the mineral raised is to be utilized, expected consumers and places of consumption of the mineral :
18. Particulars of leases already held by the applicant :
- (a) Name of Lessee :
- (b) Granting Order No. & Date :
- (c) Date of execution of Lease Deed :
- (d) Area Granted :
- (e) Plot Nos :
- (f) Name of Mouza : P.S. Dist.
19. Manner and details of payment of the application fees prescribed in these rule :
- (Note : The fee to be paid to the credit of the State Government under the Head of Account — 0853-Non-Ferrous Mining & Metallurgical Industries -00-102 Mineral Concession fees, Rents & Royalties -001 - 16)
20. Number and date of Income-Tax-Clearance Certificate from the Income-Tax Officer (Copy attached):
21. Number and date of Mining dues Clearance Certificate (original attached):
22. Number and date of the Sales Tax Clearance Certificate (original attached):
23. Number and date of Land Availability Report (original attached):
- I/We hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details, including accurate plan and security deposit, etc as required by you before the grant of the lease.

Yours faithfully,

Signature of the applicant

Place :

Date :

FORM—B1

[See Rule 5(4) (a) of the West Bengal Minor Minerals Rules, 2002]

CLEARANCE CERTIFICATE OF MINING DUES

(To be Submitted in Six Copies)

Government of West Bengal

Office of the District Land & Land Reforms Officer

Memo No.

Dated

1. Name and address of the applicant :
2. The details of the mineral rights held by the applicant, directly or indirectly, in the State of West Bengal.

Location of the leasehold Mouza, P.S., district, area	Nature of mining rights and the applicant's interest therein.	Name of minerals
1	2	3

3. The district(s) in which the applicant is assessed for Mining dues/or payments are made :
4. The following particulars are to be furnished concerning the royalty and other payments for the preceeding five years :

Years	Leasehold	Production	Royalty due	Royalty paid	Balance	Remarks
1	2	3	4	5	6	7
20 „						
20 „						
20 „						
20 „						
20 „						

Total :

Note —

- (1) Separate statements for different leaseholds should be attached.
- (2) Royalty in columns 4 and 5 should include dead rent, royalty and other payments, but not surface rent and Water rent.
- (3) If any royalty remains unpaid, the reasons should be explained in an attached statement.

5. Whether any attachment or certificate proceedings is pending in respect of arear(s):

I declare that the above information is correct and complete to the best of my information and belief.

Signature of applicant :

Address :

Dated :

The particulars set out above are verified and found correct. It is certified that the above mentioned applicant has paid the amounts noted in item 4 above and that there are no outstanding dues from him.

This Certificate is valid for one year from the date of issue.

Signature of
District Land & Land Reforms Officer

District

Date :

Seal

FORM—B2**[Sec Rule 5 (4) (d) of The West Bengal Minor Minerals Rules, 2002]****Model Form of Affidavit**

IN THE COURT OF THE

I, Shri/Sm..... S/o. D/o. W/e
 aged about by occupation residing at
, do hereby solemnly affirms and declare
 as follows :

*1) That I intend to start a mining business in (mineral) in
 the District of, P.S.

i) This is the first time I am applying for any mining lease

ii) In the past/simultaneously I applied/am applying separately for mining lease for
 (name of minerals) and the particulars of my previous application(s) for mining lease are details below :

Name of mouza applied for <u>Mining Lease</u>	Date of submission of application _____	Whether grant order passed or lease deed executed/or involved or involved in Court case. _____
a)
b)
c)

*2) That (i) I never held any mining lease for any mineral in any place in the State of West Bengal or in any State of India.

(ii) I hold/held (number) mining lease(s) for (name of mineral)
 and the details of all the mining leases held by me are given below :

<u>Name of Minerals</u>	<u>Lease hold particulars</u>	<u>Date of exection of lease</u>	<u>Date of expiry of lease</u>
-----------------------------	-----------------------------------	--------------------------------------	------------------------------------

*3) That since I do not hold any mining lease for any mineral elsewhere in West Bengal or in India I am not liable to pay any mining dues in the shape of royalty.

a) I obtained a certificate for mining dues from the respective District Land & Land Reforms Officer.

b)- I applied for issuance of Royalty Clearance Certificate in respect of all my aforesaid lease holds but the same could not be obtained till date. Particulars of payment of royalty in respect of all my lease holds are detailed below :

<u>Details of mining lease</u>	<u>Period of assessment</u>	<u>Amount of royalty paid</u>
------------------------------------	---------------------------------	-----------------------------------

That the particulars furnished and the statement made above are all true to the best of my knowledge and belief. In case of any mining dues are detected in future I shall be liable to pay the same to the Government I swear and sign this affidavit on this day

(Signature of the Declarant)

Identified by me and signed in my presence.

Advocate

*Strike out whichever is inapplicable.

FORM—B3**[See Rule 5(4) (g) of the West Bengal Minor Minerals Rules, 2002]****Land Availability Report****Government of West Bengal**

Office of The District Land & Land Reforms Officer,

Memo No.

Dated :

Sub : Availability report on mining lease application of (Name of the applicant)

Applied area — Name of District-

Name of P.S.-

Name of Mouza-

Plot Nos.-

Part-I

1. If the mineral rights (sub-soil rights) of the area have vested in the Govt.—
2. (a) If any mining lease or P/L or quarry permit in respect of the area was granted by ex-intermediary prior to vesting—
 - (b) If so, whether the P/L or mining lease is subsisting—
 - (c) Details of the mining lease or P/L—
3. (a) If any part of the area is included in forest—
 - (b) If so, the details of the plots recorded as forest—
4. Whether the Govt. is free to grant mining lease-(considering the replies to item no 1 to 3 above and item Nos. 3, 4 of Part-III of the format).
5. Recommendation on the question of granting mining lease.

Signature of District Land & Land Reforms Officer.

PART-II

Name of Mouza	Plot No.	Total area of the plot	Area of the plot applied for	Classification of the plot in revenue records	Whether non-agricultural or agricultural, forest or orchard.	Whether vested to the State	If tenanted name of the recorded tenant/ present owner	Whether consent from recorded tenant/ present owner has been taken by the applicant (copy of consent letter should be enclosed to the report.	a) Whether the plot is located in the bed or foreshore of a river (b) name of the river (in case of application for mining lease for sand only)	Whether plot or any portion thereof is available for mining.	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)

**** N.B. FOR ALL DISTRICTS**

- (a) Proforma is to be filed in separately for each plot.
- (b) Actual distance of the recommended plots from barrage axis/dam/axis, river bridge, embankment and structural works, hydraulic structure, reservoir, canals, roads, public works or buildings of I & W Deptt./P.W. Deptt./P.W. (Roads) Deptt., as the case may be, should be indicated in the remarks column

For North Bengal Districts only.

- (a) Present width of the river should be mentioned in the remarks column.
- (b) Whether the recommended area falls in central one-third of the river should be specifically mentioned in the remarks column.

Signature of District Land & Land Reforms Officer.

PART-III

1. Whether the applied/recommended area conforms to the provision of rules of the W.B. Minor Minerals Rules, 2002
2. Whether vetted map, in duplicate, of the area available and so recommended by D.L. & L.R.O. has been enclosed—
3. (a) Whether any court case involving the area applied for or reported to be available is pending —
(b) If so, details of court cases—
4. (a) Whether the available area has been recommended in favour of any other applicant—
(b) If so, the name of such applicant & date of such recommendation with reference No. —
5. (a) Whether there is any mining dues of the applicant in the district—
(b) If so, details of mining dues—

Signature of District Land & Land Reforms Officer.

FORM—C1

[See Rule 6(4) of The West Bengal Minor Minerals Rules, 2002]

Acknowledgement of application for Mining Lease

GOVERNMENT OF WEST BENGAL

Office of The Chief Mining Officer, West Bengal/Mining Officer In-Charge Zone

Memo No.

Dated the200

To

.....
.....

This is to acknowledge receipt of his application for Mining Lease for (name of mineral) in respect of (name or description of the area)
..... Police Station, Dist.
.....

The application has been received in this office on (Date) and the particulars contained therein have been entered in relevant register and the serial number given to the application in the register is

Signature and Designation of the Officer

FORM—C2

[See Rule 8(2) of the West Bengal Minor Minerals Rules, 2002]

Notice

GOVERNMENT OF WEST BENGAL

Office of the Chief Mining Officer, West Bengal/Mining Officer, In-Charge,

Memo No.

Dated the 200

To

Sir/Madam,

With reference to your application dated this is to inform you that your application for mining lease/renewal for mining lease for (mineral) in respect of Plot Nos. Mouza J.L. No. P.S. Dist. is incomplete.

However, you may rectify/supply the deficiencies noted below within thirty days of the date of issue of this letter failing which your application will be rejected.

Signature and Designation of the Officer.

Deficiencies :

- 1.
- 2.
- 3.

FORM—D**[See Rule 12(1) of the West Bengal Minor Minerals Rules, 2002]****Model Form of Application for Renewal of Mining Lease**

(To be submitted in Six Copies)

Dated Day of 200

To
The Secretary to the Government of West Bengal,
Commerce & Industries Department,
Writers' Buildings, Kolkata-1

Through :

.....

Received at

(Place) On

Initial of Receiving Officer

Sir,

I/We request for renewal of my/our Mining Lease under the West Bengal Minor Minerals Rules, 2002.

A sum of Rs. 500/- being the application fee payable under sub-rule (3) of rule 12 of the said rules has been deposited.

2. The required particulars are given below :

- (i) Name of the applicant with complete address :
- (ii) Is the applicant a private individual/Private company/
public company/firm or Association ?
- (iii) In case applicant is :-
 - (a) an individual, his nationality :-
 - (b) a private company, the nationality of all members of the company along with place of registration :
 - (c) a public company, the nationality of directors, the percentage of share capital held by Indian Nationals
alongwith place of incorporation :
 - (d) a firm or association, the nationality of all the partners of the firm or members of the association :
- (iv) Profession or nature of business of applicant :-

- (v) (a) Number and date of Income-Tax Clearance Certificate from Incometax officer (attached)
- (b) Number & date of Sales Tax Clearance Certificate (attached)
- (c) Number & date of Certificate of Clearance of Mining dues (attached)
- (vi) (a) Particulars of the Mining lease, of which renewal is desired :
 - (b) Details of previous renewal granted, if any :
- (vii) Period for which renewal of Mining Lease is required :
- (viii) Whether renewal is applied for the whole or part of the lease hold :
 - (a) The area applied for renewal :
 - (b) Description of the area applied for renewal
(description should be adequate for the purpose of demarcating the plot)
 - (c) Particulars of map of the leasehold with area applied for renewal clearly marked on it (attached)
 - (d) Particulars including size & location of existing or created dumps of overburden or ore, if any :

Yours faithfully,

Signature of the Applicant

FORM—E

[See Rule 24(1) of the West Bengal Minor Minerals Rules, 2002]

Model Form of Mining Lease for Minor Minerals

THIS INDENTURE made this day of
TWO THOUSAND BETWEEN THE GOVERNOR OF WEST
BENGAL (hereinafter referred to as the "Governor") of the One Part And

- (1) (Name of person), son of of (address and occupation) hereinafter referred to as "the Lessee" (which expression shall, where the context so admits, be deemed to include his heirs, executors, administrators, representatives and permitted assigns). When the lessee is an individual.
- (2) (name and occupation and (name of person) of (address and occupation) hereinafter referred to as the "Lessees" (which expression shall, where the context so admits, be deemed to include their respective heirs, executors, administrators, representatives and their permitted assigns.) When the lessees are more than one individual.
- (3) (name of person) of (address) and (name of person) of (address) all carrying on business in co-partnership at (address of the firm or syndicate) under the name and style of (name of the firm or syndicate) registered under the Partnership Act hereinafter referred to as the "Lessees" (which expression shall, when the context so admits, be deemed to include all the partners of the said firm, their heirs, executors, administrators, representatives and permitted assigns.) When the lessee is a registered firm or syndicate.
- (4) (name of company) a company Registered under (Act under which incorporated) and having its registered office at (address) hereinafter referred to as the "lessee" : (which expression shall, where the context so admits, be deemed to include its successors and permitted assigns.) When the lessee is a registered or company.

of the Other Part

Whereas the Lessee/Lessees has/have applied to the Government of West Bengal (hereinafter referred to as the "State Government") for a mining lease for (name of mineral in accordance with the West Bengal Minor Minerals Rules, 2002 hereinafter referred to as the "Rules"), in respect of the lands described in Part I of the Schedule, hereunder written (hereinafter referred to as the "Schedule"), 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 mining lease.

NOW THIS INDENTURE WITNESSETH that in consideration of the rents and royalties, covenants and agreements by these presents and the said Schedule reserved and contained and on the part of the Lessee/Lessees to be paid, observed and performed the Governor doth hereby grant and demise unto the Lessee/

Lessees all those the mines beds/veins seams of (here state the mineral or minerals) (hereinafter and in the said Schedule referred to as the "Mineral") situated lying and being in or under the lands mentioned and described in Part I of the said Schedule, together with the liberties, powers and privileges to be exercised to enjoy in connection therewith, which are mentioned in Part II of the said Schedule, subject to the restrictions and conditions as to the exercise and enjoyment of such liberties, powers and privileges which are mentioned in Part III of the said Schedule, EXCEPT and reserving out of this demise unto the State Government the liberties, powers and privileges mentioned in Part IV of the Schedule, TO HOLD the premises hereby granted and demised unto the Lessee/Lessees from the day 20..... for the term of years thence next ensuing YIELDING AND PAYING therefor unto the State Government the several rents and royalties mentioned in Part V of the said Schedule, at the respective times therein specified, subject to the provisions contained in Part VI of the said Schedule, and the Lessee/Lessees hereby covenants/covenant with the State Government as in Part VII of the said Lessee/Lessees as in Part VIII of the said Schedule is expressed. And it is hereby mutually agreed between the parties hereto as in Part IX of the said Schedule is expressed. In Witness Whereof these presents have been executed in manner hereunder appearing the day, month and year first above written.

The Schedule above referred to :

PART I

The area of this lease

Location and area of the lease

All that tract of lands situated at (description of area of areas) in (paragraph)..... within Registration district of bearing cadastral survey Nos. containing an area of or thereabouts delineated on the plan hereto annexed and thereon marked with lines/coloured and bounded as follows :-

On the North by

On the South by

On the East by

and

On the West by

(hereinafter referred to as "the said land")

PART II

Liberties, Powers and Privileges to be exercised and enjoyed by the Lessee/Lessees subject to the restrictions and conditions in Part III.

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

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

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

To sink, drive and make, pits, shafts and inclines, etc.

(Note : The portion within bracket should be omitted if the minerals have not been worked for by any previous lessee.)

3. Liberty and power for or in connection with any of the purpose mentioned in this part to erect, construct, maintain and use on or under the said lands any engines, machinery, plant, dressing floors, furnaces, brick-kilns, workshops, store house, bungalows, godowns, sheds and other buildings and other works and conveniences of the like nature on or under the said lands.

To bring and use machinery equipment, etc.

4. Liberty and power for or in connection with any of the purposes mentioned in this part to make any tramways, railways, roads and other ways in or over the said lands and to use, maintain and go and repass with or without horses, cattle, wagons, locomotives or other vehicles over the same (or any existing tramways, railways, roads and other ways in or over the said lands) on such conditions as may be agreed to.

The make roads and ways, ect., and use existing roads and ways.

5. Liberty and power for or in connection with any of the purposes mentioned in this part, but subject to the rights of any existing or future lessees, and with the written permission of the District Authority of (name of district) (hereinafter referred to as the said District Authority) to appropriate and use water from any streams, water-courses, springs or other sources in or upon the said lands and to divert, step up or dam any such streams or water-course and collect or impound any such water and to make, construct and maintain any water-course, culverts, drains or reservoirs, but not so 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 streams or springs; (provided that the Lessee/Lessees shall not interfere with the navigation in any navigable stream nor shall divert such stream, without the previous written permission of the State Government).

To use water from streams, etc.

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

To use land for stacking, heaping or depositing purpose.

7. 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 clause 3 of Part III of this Schedule, to clear undergrowth and bushwood and to fell and utilise 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 tree or timber felled and utilised by him/them/it at the rates specified by the said District Authority or the State Government.

To clear brush-wood and to fell and utilise trees, etc.

PART III

Restrictions and conditions as to the exercise of the liberties, powers and privileges in Part II

1. No building or thing shall be erected, set up or placed and no surface operations shall be carried on in or upon any public pleasure grounds, 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, not in such a manner as to injure or prejudicially affect any buildings,

No building, etc., upon certain places.

works, property or rights of other persons and no land shall be used for surface operations, which is already occupied by persons other than the State Government for works or purposes not included in this lease. The Lessee/Lesseees shall not also interfere with any right of way, well or tank.

Permission for surface operations in a land not already in use.

2. Before using for surface operations any land, which has not already been used for such operation, the lessee/lesseees shall give to the said District Authority three calendar months' previous notice in writing specifying the name or other designation of the situation and the extent of the land proposed to be so used and the purpose for which the same is required and the said land shall not be used if objection is issued by the said District Authority within three 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.

Not to cut trees in unserved lands without sanction.

3. The Lessee/Lesseees shall not without the express sanction of the District Authority cut down or injure or allow any person to cut down or injure any timber or trees on the said lands, but may without such sanction clear away any bushwood or undergrowth, which interferes with any operations authorised by these presents. The said District Authority of the State Government may require the Lessee/Lesseees to pay for any tree or timber felled and utilised by him/them/it with the sanction of the said District Authority at the rates specified by the District Authority or the State Government. In case the Lessee/Lesseees cuts/cut down or injure or allow any person to cut down and injure any timber or tree without the sanction of the said District Authority in writing, the Lessee/ Lesseees shall be bound to pay on demand made by the said District Authority compensation at a rate not exceeding rupees fifteen hundred (Rs. 1500) per tree or timber, as specified by the said District Authority or the State Government over and above the market price of the said damaged tree/timber.

Not to work in reserved forest except on condition.

4. Notwithstanding anything contained in this Schedule the Lessee/Lesseees shall not work in any reserved forest included in the said lands otherwise than in accordance with the conditions mentioned herein. In this respect the Lessee/Lesseees/the employees of the Lessee/Lesseees shall be subject to the directions of the Divisional Forest Officer concerned. In case of any dispute the matter shall be referred to the Commerce & Industries Deppt., State Government, whose decision in the matter shall be final.

Note : Mention the conditions imposed by the Divisional Forest Officer drawn up in consultation with the State Government or lease granting authority.

No mining operations within 100 metres of public works, etc.

5. The Lessee/Lesseees shall not work or carry on or allow to be worked or carried on any railway line, except with the previous written permission of the Railway Administration concerned or from any reservoir, public roads, canal or other public works or buildings or inhabited site or within 9.14 metres (10 yards) of any village roads, except with the previous permission of the District Authority or any other 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 to such permission. The said distance of 100 metres shall be measured in the case of railway, reservoir or canal horizontally from the outer toe of the bank or the outer edge of the cutting, as the case may be, and in case of a building horizontally from the plinth thereof and the said distance of 9.14 metres (10 yards) shall be measured in the case of village roads from the edges of the roads.

Expanation : For the purposed of this clause, the expression "Railway Administration" shall have the same meaning, as it is defined to have in the Indian Railways Act, 1890, by section 3, sub-section (6) of that Act, "Public Road" shall mean a road which has been constructed by artificially surfaced as distinct from a tract resulting from repeated use. The village road shall mean a road other than "Public Road" and which has been shown as road in Revenue Settlement maps.

6. The Lessee/Lesseees shall allow existing and future holders of Government quarry permits or lessees over any land, which is comprised in or adjoins or is reached by the land held by the Lessee/Lesseees reasonable facilities of access thereto :

Facilities to adjoining Government lessees or quarry permit holders.

Provided that no substantial hindrance or interference shall be caused by such holders of quarry permits or lessees to the operations of the Lessee/Lesseees under these presents and fair compensation shall be made by such holders of quarry permits or lessees to the Lessee/Lesseees for all loss or damage sustained by the Lessee/Lesseees by reason of the exercise of this liberty.

7. Nothing shall be done by the Lessee/Lesseees or his/their/its employees, which may cause a forest fire. Proper precautions shall be taken at all times to prevent such fires.

Forest Fire.

PART IV

Liberties, powers and privileges reserved to the State Government

1. Liberty and power for the State Government / District Authority or any lessee or person, authorised by it in that behalf to enter into and upon the said lands and to search for win, work, dig, raise, dress, process, convert and carry away minerals, other than the said mineral any other substances and for those purposed to sink, drive, make, erect, construct, maintain and use such pits, shafts inclines, drifts, levels and other lines, waterways, water courses, drains, reservoirs, engines, machinery, plant, buildings, canals, tramways, railways, roadways and other works and conveniences, as may be deemed necessary or convenient :

To work other minerals.

Provided that in the exercise of such liberty and power no substantial hindrance or interference shall be caused to with the liberties, powers and privileges of the Lessee/Lesseees under these presents and that fair compensation shall be made to the Lessee/Lesseees for all loss or damage sustained by the Lessee/Lesseees by reason or in consequence of the exercise of such liberty and power.

2. Liberty and power for the State Government/District Authority or any lessee or person authorised by it in that behalf to enter into and upon the said lands and to make upon, over or through the same any railways, tramways, roadways or pipelines for any purpose, other than those mentioned in Part II of these presents, and to get from the said lands, stones, gravel, earth and other and other materials for making, maintaining and repairing such railways, tramways, and roads or any existing railways, tramways and roads and to go and repass at all times with or without horses, cattle or other animals, carts, wagons, carriages, trucks, cars, locomotives or other vehicles over or along any such railways, tramways, roads, lines and other vehicles over or along any such railways, tramways, roads, lines and other ways for all purposes and as occasions may require, provided that in the exercise of such liberty and power by such other lessee or person no substantial hindrance or interference shall be caused to or with the liberties, powers and privileges of the Lessee/Lesseees under those presents and that fair compensation shall be made to the Lessee/Lesseees for all loss or damage sustained by the Lessee/Lesseees by reason or in consequence of the exercise by such lessee no person of such liberty and power.

To make railways and roads.

3. The Lessee/Lesseees shall have no claim against the State Government/District Authority for compensation or damage in respect of land having been included in this lease, which has already been included in some previous lease, but that the Lessee/Lesseees shall be entitled to proportionate reduction of the assessment in respect of any land covered by the lease, which may subsequently be discovered not to have been available for lease.

Lease by mistake

4. In case there are reasons to believe at any time that valuable mineral or minerals exist along with the mineral, for which this lease is being granted, the State Government/District Authority may

Action in case of occurrence of valuable minerals.

issue such order for the compliance of the Lessee/Lesseees as the State Government/District Authority may think proper for proper dumping of the tailings or screened rejects of the mineral treated or treatment of the mineral for which this lease is being granted. The grant of this lease to the Lessee/Lesseees will always be without prejudice to the right of the State Government/District Authority to terminate the lease if the mineral leased is found any time to contain any valuable mineral, separation of which is not in opinion of the State Government/District Authority, easily possible or within the means of the Lessee/Lesseees.

Extraction of said
minerals for private use.

5. Notwithstanding anything contained in the lease, the State Government/District Authority may permit any person in writing to collect the said minerals from the demised land for his private use only and the Lessee/Lesseees or his/their/its employees shall not in any way interfere with the work of the person and the removal of the minerals :

Provided that the person who obtains such permission shall not interfere with the workings of the Lessee/Lesseees under these presents :

Provided further that in case of a dispute between the Lessee/Lesseees and the person obtaining the permission, the dispute shall be referred by the Lessee/Lesseees to the District Authority, whose decision thereon shall be final and binding on both the parties.

PART V

Rents and Royalties reserved by this lease

To pay dead rent or royalty
whichever is greater.

1. The Lessee/Lesseees shall pay in respect of any half-yearly period either the dead rent reserved by clause 2 of this Part or the sum of the royalties reserved by clause 3 of this part whichever is greater.

Rate and mode of payment
of dead rent.

2. Subject to the provision of clause 1 of this Part, as from the day of 20....., during the subsistence of the lease the Lessee/Lesseees shall pay to the State Government (in four equal quarterly instalments on the day of each of the months of each year) certain annual dead rent at the rates prescribed in Schedule II to the rule for the lands, described in Part I of the Schedule (here insert the amount payable), subject to revision by the State Government at any time by notification of any modification of Schedule II of the rules.

Rate and mode of payment
of royalty.

3. Subject to the provision of clause 1 of this Part, the Lessee/Lesseees shall during the subsistence of this lease pay to the State Government/District Authority (in four equal quarterly instalments on the day of each of the months of each year) royalty, in respect of any mineral/minerals removed by him/them at the rate for the time being specified in the Schedule I of the rule.

Payment of surface rent.

4. The Lessee/Lesseees shall pay to the State Government/District Authority rent 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/Lesseees under the authority of these presents, at the rate of Rs..... per annum per hectare of the area so occupied or used and so in proportion for any area less than an acre during the period from the commencement of such occupation or use until the area shall cease to be so occupied or used and shall so far as possible be restored to its original condition (which rent shall be paid upon each of the quarterly dated hereinbefore appointed for the payment of the instalments of the certain annual dead rent), provided that no such rent shall be payable in respect of the occupation and use of the area comprised in any roads or ways to which the public have full right of access.

5. The Lessee/Lessees shall duly and regularly pay to the appropriate authority all cesses, taxes and local dues in respect of the leased area, the said mineral or the working of the mines in addition to the rent and royalty so payable as aforesaid.

Payment of cesses and taxes.

PART VI

Provisions relating to the rents and royalties

1. The rent and royalty mentioned in Part V of this form shall be paid free from any deductions to the State Government at and in such manner as the State Government/District Authority may direct.

Rent and royalty to be free from deductions, etc.

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 accounts as well as the quality of the mineral/minerals in stock or in the process of export may be checked by any officer authorised by the State Government.

Mode of computation of royalty.

3. The accounts for each month in respect of raising, stock, sale, despatch, local consumption, royalty and rent due and paid shall be completed within fifteen days of the month following and true copy of each duly signed by the Lessee/Lessees or his/their/its authorised agent shall be sent to (1) the Chief Mining Officer, Court Road, P.O. Asansol, (2) the Mining Officer concerned, (3) Commerce and Industries Department, State Government and (4) District Authority within seven days' thereafter.

Monthly account to be sent to State Government.

4. The Lessee/Lessees shall be liable to pay interest at the rate prescribed by the Government on any amount remaining payable to the State Government/District Authority.

Interest on arrear payments.

5. Should the royalty and/or rent reserved and made payable by the lessee be not paid within one month next after the date fixed in the lease for the payment of the same, the State Government/District Authority may enter upon the premises and distrain all or any of the mineral or beneficiated products thereof or moveable property therein or of so much of them as will suffice for the satisfaction of the rent and/or royalties due, and all cost and expenses occasioned by the non-payment thereof. If any royalty or rent remains at any time unpaid for three calendar months after the date on which it is due the Government may determine the lease and take possession of the premises comprised thereon. These rights shall be without prejudice to the right of the Government/District Authority to realise the dues under the Bengal Public Demands Recovery Act or any Statutory modification thereof for the time being in force.

Course of action if rents and royalties are not paid in time.

PART VII

The covenants of the Lessee/Lessees

1. The Lessee/Lessees shall pay the rents and royalties reserved by this lease at such times and in the manner provided in Parts V and VI of these presents and shall also pay and discharge all taxes, rates, cesses, 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 State Government/District Authority, upon or in respect of the premises and works of the premises and works of the Lessee/Lessees in common with other premises and works of a like nature, except demands for land revenue.

Lessee to pay rents, royalties, taxes, etc.

To maintain and keep boundary marks in good order.

2. The Lessee/Lessees shall at his/their/its own expense erect and at all times maintain and keep in repair boundary marks and pillars according to the demarcation shown in the plan annexed to this lease. Such marks and pillars shall be sufficiently clear of shrubs and other obstructions as to allow easy identification.

To commence operations within three months and work in workman-like manner.

3. (a) Unless the State Government/District Authority for good cause permits otherwise, the Lessee/Lessees shall commence operations within three 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 a skilful and workman-like manner and in accordance with any Central or State Act and rules and regulations made thereunder for the purpose and for the time being in force thereunder for the purpose and for the time being in force 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 purposes of this clause operations shall include the erection of machinery, laying of a tramway or construction of a road in connection with the mine. The State Government/District Authority shall be fully competent in whatever manner and by whatever agency it likes to determine, whether the work is carried on properly and skilfully and in accordance with any Central or State Act and rules and regulations made thereunder for the purpose and for the time being in force or whether the work was commenced within three months from the date of registration of the duly executed lease deed.

(b) The lessee shall extract & despatch minimumcum. of (name of mineral) from the leasehold area per annum failing which penalty to the tune of double the amount of royalty that should have accrued on the shortfall quantity shall be realised from the lessee at the end of the year.

To indemnify State Government against all claims.

4. The Lessee/Lessees shall make and pay 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/it in exercise of the powers granted by this lease and shall indemnify and keep indemnified fully and completely the State Government/District Authority against all claim, 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 therewith.

To throw refuses in places approved.

5. The Lessee/Lessees shall, during the subsistence of this lease, throw the refuse from the excavations at places approved by the State Government/District Authority or an officer authorised by the State Government/District Authority on this behalf.

To strengthen and support the mines to necessary extent.

6. The Lessee/Lessees shall strengthen and support to the satisfaction of the Railway Administration concerned or the State Government/District Authority, as the case may be, any part of the mine, which in its opinion requires such strengthening of support, for the safety of any railway, reservoir, canal, road and any other public works or structures.

Note : Modify according to existing circumstances.

To allow inspection of working.

7. The Lessee/Lessees shall allow the District Authority or any other officer authorised by the State Government in this behalf to enter upon the said premises including any building, excavation or land comprised in the lease for the purpose of inspecting, examining, measuring, surveying and making plans thereof, sampling and collecting any data and the Lessee/Lessees shall with proper person employed by the Lessee/Lessees and acquainted with the mines and work effectually assist such officers, agents, servants and workmen in conducting every such inspection and shall afford them all facilities, information connected with 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 in this behalf as the result of such inspection or otherwise may from time to time see fit to impose.

8. Lessee/Lessees shall without delay send to the Collector/Deputy Commissioner a report of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life or property, which may occur in the course of operations under this lease.

To report accidents.

9. (a) Whenever the Lessee/Lessees shall find in the said lands any mineral other than the said mineral, the Lessee/Lessees shall immediately report such discovery in writing to the State Government/District Authority with full particulars of the nature and position of each such find. He/they/it or any of his/their/its employee or employees shall not win and dispose of the newly discovered mineral or minerals without first obtaining a lease in respect of those minerals.

To report discovery of other minerals.

(b) If the Lessee/Lessees intends/intend to work such newly discovered mineral or minerals, he/they/it shall within three months of making such report, as is mentioned in sub-clause (a) of this clause, intimate his/their/its intention to the State Government/District Authority and apply for mining lease in respect thereof in accordance with the rules regulating the grant of mining concessions for that mineral. But such mining lease shall not be claimed as a matter of right.

(c) If the Lessee/Lessees intimate(s) his/their/its intention not to work the newly discovered minerals or fails to intimate intention to work it with or within a period of three months, it shall be open to the State Government to grant a lease for the working of the same to any other person.

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 (bound and paged) of accounts, which shall contain accurate entries showing from time to time, —

To keep record and accounts regarding production and employees, etc.

- (1) quantity and quality of the said mineral realised from the said lands,
- (2) quantity of the various qualities of minerals beneficiated or converted (for example, limestone converted into lime),
- (3) quantities of the various qualities of the said mineral sold and exported separately,
- (4) quantities of the various qualities of the said mineral otherwise disposed of and the manner and purpose of such disposal,
- (5) the prices and all other particulars of all sales of said mineral,
- (6) the number of persons employed in the mines or works or upon the said lands specifying nationality, qualifications and pay of the technical personnel,
- (7) the stock of said mineral undisposed,
- (8) the records of labour employed, the address of their village of origin, their wages and other emoluments in cash or kind,
- (9) the full particulars, together with addresses of the party or parties to whom the mineral/minerals has/have been sold, the date of sale, the number of railway wagon together with the station from which despatched and in the case of despatches by trucks, the registered numbers of the trucks and in case of despatches by carts, the names, address of the owner of the carts,
- (10) such other facts, particulars and circumstances as the State Government District Authority may from time to time require and shall also furnish free of charge to such officers and at such times, as the State Government District Authority 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 prescribe and shall at all reasonable times allow such officers, as the State Government/District Authority shall in that behalf appoint to enter into and have free access to the said office for the purpose of examining and inspecting the said books of accounts and to make copies thereof and make extracts therefrom.

To maintain plans, etc.

10A. If any mineral from the land is despatched or transported from the said land in a truck or cart or other vehicles, the Lessee/Lesseees shall do so under a challan in duplicate regarding the quantity of the mineral and the destination thereof, and a copy whereof should be made over to and carried by the driver of the said truck, cart or vehicle.

11. The Lessee/Lesseees shall at all times during the said terms maintain at the Mine office correct, intelligible, up-to-date and complete plans of the mines in the said lands, on a scale of not less than 16"=1 mile. Lessee/Lesseees shall also allow any officer authorised by the State Government/District Authority to inspect the same at all reasonable times.

Sizes of quarries

12. Except in case of collection of the said mineral from the surface without having to make any excavation, no new excavation shall be made nor any refuse be dumped into the excavation till the first or the existing excavation or quarry has a depth of at least 30 feet or the mineral from the excavation has been exhausted, whichever is to the advantage of the Lessee/Lesseees. Even when the said mineral from the excavation has been exhausted, the excavation shall be horizontally extended instead of opening a new one at a different place, unless there are other valid reasons for the same. The reasons for opening a new excavation shall be communicated in writing to the State Government/District Authority in this behalf within three months of opening of the new excavation.

Treatment of stagnant pools.

13. All stagnant pools of water within the leasehold area, whether formed as a result of mining or not, shall be regularly treated with anti-mosquito insecticide during the continuance of the lease.

Notice to the Director-General of Mines Safety in India.

14. If at any time any underground excavation is made or the number of persons employed in the mine exceeds 50 or the depth of the quarry exceeds 20 feet at any place or if any explosive is used in the mine at any time, a notice specifying the details about the number of persons employed, maximum depth of any quarry, explosives used and the location and ownership of the mine together with the address of the owner shall be sent to the Director-General of Mines Safety in India, P. O. Dhanbad, Bihar.

Transfer of Lease.

15.(i) The Lessee shall not without the previous consent in writing of the State Government—

(a) assign, 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/Lesseees :

Provided that the State Government shall not give its written consent unless :

(i) the Lessee/Lesseees has/have furnished an affidavit along with his application for transfer of the mining lease specifying therein the amount that he has already taken or proposes to take as consideration from the transferee ;

(ii) without prejudice to the above provisions, the Lessee/Lesseees may, subject to the conditions specified in the said rules transfer this lease or any right, title or interest therein, to a person holding a valid Income-Tax Clearance Certificate from the Income-Tax Officer concerned, a Sales-tax Clearance Certificate and a Certificate of Clearance of mining dues on payment of a fee of rupees one hundred (Rs. 100) to the State Government ;

(iii) the State Government may, by order in writing, determine the lease at any time if the Lessee/Lesseees has/have in the opinion of the State Government committed a breach of any of the above provisions or has/have transferred the lease or any right, title or interest therein otherwise than in accordance with clause (ii).

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

16. The lease shall not be controlled and the Lessee/Lesseees shall not allow himself/themselves/itself to be controlled by any trust, syndicate, corporation, firm or person except with the previous written consent of the State Government. The Lessee/Lesseees shall not enter into or make any arrangement compact or understanding whereby the Lessee/Lesseees will or may be directly or indirectly financed by or under which the Lessee's/Lesseees' 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 of the State Government given prior to such arrangement, compact or understanding being entered into or made and any or every such arrangement, compact or understanding as aforesaid entered into or made with such sanction as aforesaid, shall only be entered into or made with such sanction as aforesaid, shall always be subject to an express condition binding upon the other party or parties thereto that 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/Lesseees accordingly :

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

Provided that this clause shall not be applicable when the lease is controlled or financed by the West Bengal Mineral Development and Trading Corporation Ltd. (a Government of West Bengal undertaking).

17. Whenever the security deposit of Rs. 2,500/- or any part thereof or any further sum hereinafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the State Government pursuant to the power hereinafter declared in that behalf, the Lessee/Lesseees shall deposit with the State Government such further sum, as may be sufficient with the unappropriated part thereof to bring the amount in deposit with the State Government up to the sum of Rs. 2,500 (Rupees two thousand five hundred only).

Lessee shall deposit any additional amount necessary to replenish security deposit.

18. The Lessee/Lesseees shall at the expiration or sooner determination of the said term of lease or any renewal thereof, deliver up to the State Government/District Authority all mines, pits, shafts, inclines, drifts, levels, waterways, 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/District Authority and in an ordinary and fair course of working all engines, machinery, plant, buildings structures, other works and conveniences, which at the commencement of the said term, were upon or under the said lands and all such machinery set up by the Lessee/Lesseees 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 with the sanction of the State Government have become disused), and all buildings and structures of bricks or stone erected by the Lessee/Lesseees above ground level in good repair and condition and fit in all respects for further working of the said mines and the said mineral.

Delivery of workings in good order to State Government after determination of lease.

19. (a) The State Government/District Authority and any other authority authorised by the State Government for the purpose shall from time to time and at all times during the said term of the lease have the right of preemption of the said mineral (and all products thereof) lying in or upon the said lands hereby demised or elsewhere under the control of the Lessee/Lesseees and the Lessee/Lesseees shall with all possible expedition deliver all minerals or products of minerals required by the State Government/District Authority or any such authority under the power conferred by this provision in the quantities

Right of preemption.

at the times in the manner and at the place specified by the State Government/District Authority or such authority. The Lessee/Lesseees shall indemnify that State Government/District Authority against claims of any third party in respect of such minerals.

(b) Should the right of pre-emption conferred by the present provision be exercised and a vessel chartered to carry the minerals or products thereof procured on behalf of the State Government/District Authority or the Central Government or any other authority be detained on demurrage all due for demurrage according to the terms of the charter party of such vessel, unless the State Government/District Authority or the authority authorised by the State Government in this behalf shall be satisfied that the delay is due to causes beyond the control of the lessee/Lesseees.

(c) The price to be paid for all minerals or products of mineral taken in pre-emption by the State Government/District Authority or the authority authorised by the State Government in this behalf 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 fair market price the Lessee/Lessees shall, if so required, furnish to the State Government for the confidential information of the State Government particulars of the quantitative descriptions and prices of the said mineral and the products thereof sold to other customers and of charters entered into for freight for carriage of the same and shall produce to such officer or officers, as may be directed by the State Government/District Authority, original or authenticated copies of contracts and charter parties entered into for the sale on freightage of such minerals or products.

(d) The Lessee/Lessees agrees/agree notwithstanding anything to the contrary in this clause, to supply such quantity of the mineral, as may be required by any Government Department or Local Authorities, for work within this district at a rate of 5 per cent less than that of the local prevailing market rate.

Action in case of war or national emergency.

20. In the event of the existence of a state of war or emergency, of which existence the President of India shall be the sole judge and notification to this effect in the Gazette of India shall be the conclusive proof, the State Government shall from time to time and all times during the said term have the right, to be exercised by a notice in writing to the Lessee/Lessees, forthwith to take possession and control of the works, plant, machinery and premises of the Lessee/Lessees on or in connection with the said lands or operations under this lease and during such possession or control the Lessee/Lessees shall conform and obey all directions given by or on behalf of the State Government regarding the use of employment of such works, plants, premises and minerals ;

Provided that fair compensation, which shall be determined in default of agreement, by the State Government shall be paid to Lessee/Lessees for all loss or damage sustained by him/them/it by reason or in consequence of the exercise of the powers conferred by this clause and provided also that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

Danger of landslip and stability of bridge.

21. Notwithstanding anything contained in this lease, the Lessee/Lessee on receipt of a notice in writing from the Collector/Deputy Commissioner or an officer appointed by the State Government/District Authority for the purpose, stating that it or he considers the Lessee's/Lessee's operations on the land delineated in the plan to involve danger of a serious land slip, or to involve any damage or danger to the stability of any bridge or hydraulic structure either existing or under construction, at any time, now or in future in the neighbourhood by reason of extraction of mineral by the Lessee and requiring him to desist from such operation forthwith shall desist from such operations. The Lessee/Lessee shall not claim any compensation for stoppage of work in respect of the delineated area.

Storage and use of explosives.

22. The storage and use of any explosives shall only be in accordance with the provisions of Indian Explosives Act, the Metalliferous Mines Regulations for the time being in force and any lawful directions of the Director General of Mines Safety. The Lessee/Lessee shall be responsible for and see and ensure that no explosive intended for the mine is pilfered or misused or used for purposes, within or outside the lease area, other than mining within the lease area.

Boundary dispute.

23. If any boundary dispute or dispute regarding the right of way or any other dispute, whatsoever regarding the construction of any term or condition in the lease arises between the Lessee/Lessee and the Lessee of any adjoining block already leased under similar terms or which may subsequently be lease, the Lessee/Lessee shall be bound to submit such dispute to the decision of District Authority/Deputy Commissioner or to an officer appointed by the State Government for the purpose. The decision of the Collector/Deputy Commissioner/District Authority or such officer shall be appealable to the State Government in due course and the decision of the State Government thereon shall be final and binding on the Lessee/Lessee.

24. If the Lessee/Lessee is/are any time convicted of any criminal offence directly or indirectly connected with the lease or the mine or the mineral worked therefrom, he/they/it shall be bound to inform or cause to inform within a month of such conviction the State Government/District Authority about such conviction. If the State Government/District Authority considers such offence, for which the Lessee/Lessee has/have been convicted, of a serious nature making him/them/it undesirable to hold the lease or if the Lessee/Lessee fails/fail to inform or cause to inform the State Government/District Authority about the conviction, the lease may be terminated by giving three months' notice.

Information in case of conviction.

25. The Lessee/Lessee shall not without the previous sanction in writing of the State Government/District Authority employ any person, for work within the lease area or in connection therewith, who is not an Indian national.

Employment of foreign nationals.

26. The Lessee shall take such measures for planting trees in the same area or any other area selected by the State Government not less than twice the number of trees destroyed by reason of mining operation.

To Plant trees.

27. The lessee shall pay to the occupier of the surface land under mining lease such compensation as fixed by the concerned authority.

To pay compensation.

28. The lessee shall observe the provision of Mines Act, 1952 and shall comply with Mineral Conservation and Development Rules framed under Section 18.

To observe the provisions of Mines Act, 1952 & Mineral conservation & development rules.

29. The lessee shall not pay a wage less than the minimum wage prescribed by the State Government.

To pay minimum wage.

30. The Lessee/Lessee shall abide by all existing laws and rules and regulations enforced by the Government of India or the State Government/District Authority and all such other laws, rules and regulations, as may be enforced from time to time, in respect of working of mines and minerals and other matters affecting the safety, health and convenience of the employees of the Lessee/Lessee or of the public. On receipt of a notice from the State Government/District Authority or from an officer authorised by the State Government in this behalf regarding any unlawful or irregular work in connection with the working of the mine, the Lessee/Lessee shall forthwith take steps to rectify the same. The Lessee/Lessee shall also be bound to pay compensation to the State Government/District Authority for all losses due to any illegal or unlawful work done by the Lessee/Lessee or his/their/its employees.

To abide by rules and regulations.

PART VIII

The covenants of the State Government

1. The Lessee/Lessee paying the rents and royalties hereby reserved and observing and performing all the covenants and agreements herein contained and on the part of the Lessee/Lessee to be observed and performed shall and may quietly hold and enjoy the rights and premises hereby demised for and during the term hereby granted without any unlawful interruption from or by the State Government/District Authority, or any person rightfully claiming under it.

Lessee may hold and enjoy rights quietly.

2. If in accordance with the provisions of clause 4 of Part VII of this form the Lessee/Lessee shall offer to pay to occupier of the surface of any part of the said lands compensation for any damage or injury which may arise from the proposed operations of the Lessee/Lessee, and the said occupier shall refuse his consent to the exercise of the right and powers reserved to the State Government/District Authority and demised to the Lessee/Lessee by these presents and the Lessee/Lessee shall report the matter to the State Government/District Authority and shall deposit with it the amount offered as compensation and if the State Government/District Authority is satisfied that the amount of compensation offered is fair and reasonable or if is not so satisfied and the Lessee/Lessee shall have deposited with it such further amount as the State Government/District Authority shall consider fair and reasonable, the State Government shall order the occupier to allow the Lessee/Lessee to enter

Acquisition of lands of third parties and compensation thereof.

the land to carry out such operations, as may be necessary for the purpose of this lease. In assessing the amount of such compensation the State Government/District Authority shall be guided by the principles of the Land Acquisition Act.

If, however the Lessee/Lesseees fails/fail to get possession in the lands to carry out such operations, as may be necessary for the purpose of this lease, he/they/it shall not be entitled to claim any damage, reduction in rent or royalties or reduction in any sum payable by him/them/it. The Lessee/Lesseees, by these presents, takes upon himself/themselves/itself the entire responsibility to secure possession of the surface lands, not belonging to the State Government required for his mining purpose and the State Government has no obligation to do the same.

Renewal.

3. The mining lease shall be renewable for one period not exceeding the period specified in sub-rule (2) of rule 12 at the option of the Lessee/Lesseees :

Provided, however, that the State Government may refuse to renew a mining lease over the whole or part of the area covered by the original lease, for which renewal is prayed for.

If the Lessee/Lesseees be desirous of taking a renewed lease of the premises hereby demised or of any part or parts of them for a further term from the expiration of the term hereby granted and is otherwise eligible, he/they shall prior to the expiration of the lastmentioned term give to the State Government six calendar months' previous notice in writing and shall pay the rents, rates and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained and on the part of the Lessee/Lesseees to be observed and performed up to the expiration of the term hereby granted. The State Government on receipt of application for renewal, shall consider it in accordance with rule 12 of the said rules and shall pass orders as it deems fit. If renewal is granted, the State Government will at the expense of the Lessee/Lesseees and upon his executing and delivering to the State Government, if required, a counterpart thereof execute and deliver to the Lessee/Lesseees a renewed lease of the said premises or part thereof for the further term of five years at such rents rates and royalty and on such terms and subject to such covenants and agreements, including this present covenant to renew as shall be in accordance with the West Bengal Minor Minerals Rules, 2002, on the day next following the expiration of the term hereby granted.

Liberty to determine surrender or relinquish any part of the leased area.

4. The Lessee/Lesseees may at any time determine this lease by giving not less than six calendar months' previous notice in writing to the State Government and upon the expiration of such notice, provided that the Lessee/Lesseees shall upon such expiration render and pay all rents, royalties, compensation for damages and other moneys, which may then be due and payable under these presents to the State Government or any other person or persons, and shall deliver up these presents to the State

Government and then this present lease and the said term and the liberties, powers and privileges hereby granted shall absolutely cease and determine, but without prejudice to any right or remedy of the Governor and for State Government in respect of any breach of any of the covenants or agreements contained in these presents.

Refund of security deposit.

5. On such date as the State Government may elect within twelve calendar months after the determination of this lease or of any renewal thereof, the amount of the security deposit paid in respect of this lease and then remaining in deposit with the State Government and not required to be applied to any of the purposes mentioned in this lease, shall be refunded to the Lessee/Lesseees. No interest shall run on the security deposit.

PART IX

General Provisions

1. In case of breach of any of the conditions of the lease, other than mentioned in clauses 2 and 3 of this Part, the State Government may require the Lessee/Lessees or his/their/its transferees or assignees to pay penalty not exceeding an amount equivalent to three times the amount of annual dead rent specified under clause 2, Part V.

Breach of any condition.

2. In case the Lessee/Lessees or his/their/its transferees or assignees obstructs/obstruct or does/do not allow entry or inspection, by the officers authorised by the State Government and in case of breach of any of the conditions of the lease mentioned in clause 1 of Part III and clause 15, 16 and 25 of Part VII, the State Government may cancel the lease and forfeit the whole or part of the security deposit and re-enter and take possession of the demised property and mines.

Obstruction to inspection.

3. In case the Lessee/Lessees or his/their/its transferees or assignees commit breach of any of the conditions specified in (clause 4 of Part III) and clauses 2,3,6,10,26 and Part VII, then and in any such case the State Government shall give notice in writing to the Lessee/Lessees or his/their/its transferees or assignees, as the case may be, asking him/them/it to remedy the breach within thirty days from the date of the notice and if the breach is not remedied within such period, the State Government may determine the lease :

Breach of any other conditions.

Provided that nothing herein contained shall debar the State Government from enforcing any other right or remedy that the State Government may have against the Lessee/Lessees or his/their/its transferees or assignees under any other provisions herein contained and re-enter and take possession of the demised property and mines.

Note : The portion within bracket to be omitted if this clause has been omitted in Part III.

4. In case of breaches of the covenants and agreements by the Lessee/Lessees, on which the aforesaid notice has been given, the State Government in lieu of giving notice may impose such penalty not exceeding three times the amount of annual dead rent specified in clause 2 of Part V.

To pay penalty in case of breach.

5. Failure on the part of the Lessee/Lessees to fulfil any of the terms and conditions of this lease shall not give the 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 fulfilment 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 the expression "force Majeure" means act of God, war, insurrection, riot, civil commotion, strike, earthquake, tide, storm, tidal wave, flood, lightning, explosion, fire, and other happenings, which the Lessee/Lessees could not reasonably prevent or control.

Failure to fulfil the terms of lease due to "Force Majeure".

6. In case of a breach of clause 2, 3, 4, of Part VI by way of submission of any wrong returns/accounts, the Lessee/Lessees are liable to pay a penalty of a sum of Rs. 5,000/- for each wrong statement to the State Government/District Authority in addition to the dues as per correct figures.

Action against breach of clauses 2, 3, 4, of Part VI.

In case of a breach of aforesaid clauses by way of late submission of returns within the specified time the lessee shall be liable to pay a penalty of Rs. 50/- per day after expiry of the prescribed date.

7. The Lessee/Lessees having first paid and discharged the rents and royalties payable by virtue of these person to may at the expiration or sooner determination of the said term or within six calendar months thereafter, take down and remove for his/their/its 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 is/are not bound to deliver to the State Government under clause 18 of Part VII of this form and which the State Government shall not desire to purchase.

Lessee to remove his properties on the expiry of lease.

Forfeiture of property left more than six months after determination of lease.

8. If at the end of six calendar months after expiration or sooner determination of the said term or after the date, from which any surrender by the Lessee/Lessees of the said lands under the provisions contained in clause 4 of Part VIII of this form become effective, there shall remain in or upon the said land any engines, machinery, plant, buildings, structures, tramways, railways, and other works, erections and conveniences or other property, the same shall, if not removed by the Lessee/Lessees within one calendar month after notice in writing requiring their removal has been given to the Lessee/Lessees by the Government, be deemed to become the property of the State Government and may be sold or disposed of in such manner as the State Government shall deem fit without liability to pay and compensation or to account to the Lessee/Lessees in respect thereof.

Recovery under the Bengal Public Demands Recovery Act.

9. Without prejudice to any other mode of recovery authorised by any provision of this lease or by any law, all amounts falling due hereunder against the Lessee/Lessees may be recovered as a Public Demand under the Bengal Public Demands Recovery Act or any statutory modification thereof for the time being in force.

Anticipated royalty for the purpose of Stamp duty.

10. For the purpose of stamp duty, the anticipated royalty is Rs. _____ per year.

Responsibility of Managing Agents, if any.

11. The Managing Agent of the Lessee/Lessees shall be equally responsible and liable as the Lessee/Lessees.

Modification of terms and conditions of lease.

12. The terms and conditions herein contained may be revised at the option of the State Government when any Act or rules are passed by the Central Government or the State Government for revision of the same, notwithstanding the fact that this lease has been granted in accordance with the West Bengal Minor Minerals Rules, 2002. In revising the terms the lease shall be modified so as to ensure conformity with such Act or rules and in such case the State Government shall not be liable to pay any compensation whatsoever on any ground whatsoever for any loss and damage that may be suffered or caused to the Lessee/Lessees.

Power to delegate authority.

13. The State Government may, by general or special order, published in the Official Gazette, delegate any or all the powers and functions of the State Government under this indenture to any officer or officers of the State Government, subject to such conditions and restrictions, as may be mentioned in the order.

Service of notices.

14. Every notice by these presents required to be given to the Lessee/Lessees shall be given in writing to such person resident on the said lands, as the Lessee/Lessees may appoint for the purpose of receiving such notice, and if there shall have been no such appointment, then every such notice shall be sent to the Lessee/Lessees by registered post addressed 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 or to an office authorised by the State Government in this behalf designate for the receipt of notices, and every such service shall be deemed to be proper and valid service upon the Lessee/Lessees and shall not be questioned or challenged by him.

IN WITNESS WHEREOF these presents have been executed in the manner hereunder appearing the day, month and year first above written

Signed by

for and on behalf of the Governor of the
State of West Bengal in the presence of

Signed by the Lessee/Lessees in the
presence of

FORM—F

(Vide rule 27 (1) of West Bengal Minor Minerals Rules, 2002)

GOVERNMENT OF WEST BENGAL

Quarry permit for extraction of Minor Minerals

District :

Granted by:

Quarry permit No. of 200

Description of Quarry Permit-holder1. Name in full :
(Block Letters)

2. Father's Name :

3. Address —
Present :

Permanent :

Area and description of the locality from where the mineral may be extracted	Period of validity of this permit in number of days from the date of issue of the permit	Name of mineral or minerals	Quantity of mineral or minerals	Rate of royalty	Total amount of royalty paid	Challan No. or DCR No. with date	Remarks
1	2	3	4	5	6	7	8

Date of expiry of this quarry permit :

Dated the 200

Signature together with the official seal
D.L.L.R.O./S.D.L.L.R.O.(Name of district or Subdivision)
Issuing Authority

Note : No extraction of mineral shall be made without having possession of this permit.

FORM—G

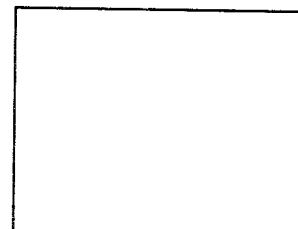
(See rule 28 (1) of the West Bengal Minor Minerals Rules, 2002)

Model Form of Application for Quarry Permit

(To be submitted in duplicate)

No.

Date



Initial of Receiving Officer.

Received at (place) on
 (date).

To : The District Authority

Dist

Sir,

I/We request that a quarry permit under the West Bengal Minor Minerals Rules, 2002 be granted to me/us.

A sum of Rs. 300.00 being the fee in respect of this application is deposited (copy of challan enclosed).

The following particulars are given below :-

- (i) Name of the applicant with full address :
- (ii) Profession or nature of business of the applicant :
- (iii) Clearance certificate for payment of mining dues :
- (iv) Written consent of the raiyats, if the lands from which minor minerals is to be extracted are raiyati lands, for extraction of minerals in favour of the applicant :
- (v) Mineral which the applicant intends to quarry :
- (vi) The details of the lands from which the minor mineral is to be quarried, including a plan of the area :
- (vii) Quantity of minor mineral to be extracted :
- (viii) Period during which the monor mineral will be quarried :
- (ix) Particulars of the area —
 - (a) already holds under mining lease/quarry permit

by the applicant

- (b) the applicant has already applied for but not granted
- (c) being applied for simultaneously
- (x) Financial resources of the applicant
- (xi) A copy of Acknowledgement receipt of Mining Lease Application

I/We 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 these rules and any other conditions imposed by the Issuing Authority.

Yours faithfully,

Signature and designation of applicant

Place :

Date :

By order of the Governor,

J. SIRCAR

Principal Secy. to the Govt. of West Bengal
and
Secretary, Commerce & Industries Department