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Chhattisgarh Minerals (Mining, Transportation and Storage) Amendment Rules, 2009

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International Environmental Law Research Centre
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Atal Nagar, the 3rd June 2020

NOTIFICATION

No. F 7-9/2003/12.— In exercise of the powers conferred by Section 23C of the Mines and Minerals (Development and Regulation) Act, 1957 (No. 67 of 1957), the State Government, hereby, makes the following further amendment in the Chhattisgarh Minerals (Mining, Transportation and Storage) Rules, 2009, namely:-

AMENDMENT

In the said rules,-

1. **In rule 4, after sub-rule 7, the following shall be added, namely:-**

"(8) The permit holder shall submit an application for royalty paid transit pass (Form-10) to sale/transport mineral/minerals or/ its products obtain through Storage/Beneficiation/Crushing of the minerals in Form- 2(A):

Provided that the Sanctioning Authority, may give permission to End Use Plant who has not obtain permit under these rules, on submission of an application with a fee of Rs. 5000/-, as per Rule 7(3)(iii) in Form-2(A) to obtain royalty paid transit pass (Form-10) for Sale/Transportation of rejected/fines elsewhere, generated due to beneficiation/use of minerals received from non-captive mines."

2. **In rule 7, in sub-rule (3), after clause (ii), the following shall be added, namely:-**

"(iii) Application Fees shall be deposited in the Government Treasury under the Revenue Receipt Head as follows:-

Major Head 0853–Non-ferrous Mining and Metallurgical Industry

Minor Head (800)–Other receipts

(0229)–Miscellaneous Receipts

The original Challan Receipt shall be attached with the application."

3. **After rule 7, the following shall be added, namely:-**

"7A. Permit to be executed within ninety days:-

"(1) Where a license is granted or renewed, the deed in Form–21 shall be executed within a period of 90 days of the sanction order of permit and registered a deed as per Indian Registration Act, 1908 (No.16 of 1908),. If such deed is not executed within the aforesaid period, the sanction order of the permit shall be deemed revoked and the application fee paid shall be forfeited to the State Government:

Provided that sanctioned permit before taking effect of these modifications to be executed and registered in Form-21 under Rule-7 for the remaining period of permit, within six month.

(2) Where, the permit holder is unable to execute the permit deed within stipulated time, may submit an application to the Director before expiry of the aforementioned period with citing reasons.

(3) Application under sub-rule (2) of this sub-rule, shall be accompanied with a non-refundable fee of rupees five hundred.

(4) The Director, on being satisfied with the adequacy and genuity of reasons for the non-execution of the deed may pass an order for extension of the period of execution of deed on receiving the application under sub-rule (2)."

4. For rule 12, the following shall be substituted, namely:-

"12. The maximum period for the grant/renewal of a permit shall not less than ten years."

Provide that In case of minor mineral(ordinary sand), the sanctioned authority, with reasons recorded in writing, may trant permit for less than ten years."

5. After rule 13, the following shall be added, namely:-

"13A. Transfer of Permit. –

(1) No Permit-holder shall be transfer Permit to anyone else without prior approval of Sanctioning Authority:

Provided that with payment of rupees one lakh as prescribed in clause (iii) of sub-rule (3) of rule 7, the Sanctioning Authority may permit to the Permit-holder for the transfer.

(2) The transferee of permit shall duly execute permit deed in Form–22 within 90 days from the date of transfer of permit and duly registered as per Indian Registration Act, 1908 (No. 16 of 1908). In the event of failing to do so within the aforesaid period, the transfer order of permit shall be deemed revoked and the application fee paid shall be forfeited to the State Government.

(3) Where the transferee is unable to execute the deed within stipulated time, may submit an application to the Director before expiry of the aforementioned period with citing reasons.

(4) An application under sub-rule (3), shall be accompanied with a non-refundable fee of rupees five hundred.

(5) The Director, on being satisfied with the adequacy and genuinely of reasons for the non-execution of the deed may pass an order for extension of the period of execution of deed on receiving the application under sub-rule (3) of this rule.

(6) Security Deposit will be made by the transferee as per rule 11:

Provided that after deposition of security by the transferee, security deposit made earlier, may refund to the transferor:

Provided further that only security deposit shall be refunded at any conditions laid down."

13B. Right to determine Permit.–

(1) The permit holder may determine the permit at any time by submitting an application to the sanctioning authority after paying all outstanding dues to the Government.

(2) The sanctioning authority, if satisfied with the due compliance of the conditions of permit and after paying all dues to the Government, may proceed to termination of permit."

6. In rule 14,-

(a) in clause (ii-a), for the punctuation full stop ".", the punctuation colon ":" shall be substituted; and

(b) after clause (ii-a), the following shall be inserted, namely:-

"Provided that in case of permit holder fails to submit the monthly returns within the prescribed time, a penalty of five hundred rupees per month or part thereof, shall be imposed till the said return in prescribed form is produced."

7. In rule 14, after clause (ix), the following shall be added, namely:-

"(x) Unless specifically exempted by the State government the permit holder of major minerals shall install weighing machine at the permit site and keep records of exported and converted minerals or its products.

(xi) Subject to the provision under these rules, where Storage /Beneficiation/Crushing operations have not commenced within a period of one year from the date of execution of the permit deed or discontinued for a cumulative period of twelve months after commencement of such operation, the Sanctioning Authority may, by an order, declare the permit as lapsed and communicate the declaration to the permit holder.

(xii) Where the permit holder is unable to commence Storage/ Beneficiation/Crushing operation for a period exceeding one year or unable to continue Storage/Beneficiation/Crushing for a cumulative period of twelve months during any calendar year after commencement of such operation for reasons beyond his control, he may submit an application to Sanctioning Authority explaining the reasons at least ninety days before the expiry of such period.

(xiii) There shall be paid, in respect of every application under sub-rule (12), a non-refundable fee of rupees five thousand, deposited in the Government treasury under the receipt head prescribed in Sub-rule (3) (iii) of Rule 7.

(xiv) The Sanctioning Authority of the permit shall, on receipt of an application made under sub-rule (12) and on being satisfied about the adequacy and genuineness of the reason for the non-commencement of Storage/ Beneficiation/Crushing operations or discontinuance thereof, pass an order before the date on which the permit would have otherwise lapsed, extended or refusing to extend the period of the permit:

Provided that where the Sanctioning Authority on receipt of application under sub-rule (12), does not pass any order before the expiry of the date on which the permit would have otherwise lapsed, the permit shall be deemed to have been extended until the order is passed by the concerned authority or for a period of one year, whichever is earlier.

(xv) Where non-commencement of the Storage/Beneficiation/ Crushing operation is on account of delay in,-

(i) Acquisition of surface rights, or

(ii) Getting the possession of the permit area, or

(iii) Supply or installation of machinery, or

(iv) Getting Financial Assistance from banks or any financial institution,

and the permit holder is able to furnish documentary evidence supported by a duly sworn-in affidavit stating sufficient reasons for non-commencement of Storage/Beneficiation/Crushing operations, the sanctioning authority may revoke the declaration/ order through which the permit has lapsed.

(xvi) The permit holder shall have to display all relevant information of the permit on the notice board in front of permit site such details as name of permit holder firm/person, detail of sanctioned site, name of mineral, capacity, period of the permit etc."

8. In rule 17, for the words "Major Minerals", wherever they occur, the word "Mineral" shall be substituted.

9. After FORM-2, the following shall be inserted, namely:-

"FORM-2(A)

[See rule 4 (8)]

APPLICATION FOR ROYALTY PAID TRANSIT PASS BY THE PERMIT HOLDER/END USE PLANT

1.	Name of the applicant and designation (In case of company or firm)	.....
2.	Registration number under rule 45 of Mineral Conservation and development rule (If	

	applicable)	.....
3.	Name and quantity of available Mineral/Minerals or/ its products (in Metric Tonne/Cubic Meter)	.....
4.	Mode of minerals receipts (Road/Railway/Other)	.....
5.	Detail of Transit Passes/Railway Receipt by which Mineral/Minerals or/ its products are receipt (Annex copy and list)	.....
6.	Duration of Mineral/Minerals or/ its products receipt	.....
7.	Source of obtained mineral/minerals/ its produce:- (1) Name of Minining lease (captive/non-captive/ quarrying lease/ permit (2) District/Section/Tahsil/ Police Station/ Gram	.....
8.	Name and quantity of Mineral/Minerals or/ its products to be transported	.....
9.	Period within which the applicant desires to transport the Mineral/Minerals or/ its products	.....
10.	Cost of transit Pass Book Rs.....paid vide Challan No	.....dated.....

Enclosure: As per serial No. 5 and 10
Place
Dated

Seal/Signature
Name of the Applicant or
competent authority of
company/firm

10. In FORM-7, in clause 5, after sub-clause (11), the following shall be inserted, namely:-

"(12) Permit shall be executed in Form-21 within ninety days from the date of permit sanction order and shall be registered."

11. After FORM-20, the following shall be inserted, namely:-

FORM 21

[See rule 10 (4)(i)]

PERMIT DEED FOR TEMPORARY STORAGE/BENEFICATION/CRUSHING

THIS INDENTURE made on this day of 20.....between the Governor of the State of Chhattisgarh (hereinafter referred to as the Government which expression shall, where the context so admits be deemed to include his successors and assigns) of the one part

and

WHEN THE PERMIT HOLDER IS AN INDIVIDUAL

.....(Name of person with address & occupation) (hereinafter referred to as the 'Permit holder' which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives, and permitted assigns)

WHEN THE PERMIT HOLDER ARE MORE THAN ONE INDIVIDUAL

(Name of person with address & occupation) and..... (Name of person with addresses & occupation) and..... (Name of person with addresses & occupation) (hereinafter referred to as the " Permit holder " which expression shall, where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and permitted assignee).

WHEN THE PERMIT HOLDER IS A REGISTERED FIRM

.....(Name & address of partner) and.....(Name & address of partner) and .....(Name & address of partner) A11 carrying on business in partnership under the firm name and style of (Name of the Firm) registered under the Indian Partnership Act, 1932 (9 of 1932) and having their registered office at.....in the town of.....(hereinafter referred to as the „the Permit holder " which expression shall, when the context so admits be deemed to include all the partners of the said firm, their respective heirs, executors, legal representative and permitted assignee).

WHEN THE PERMIT HOLDER IS A REGISTERED COMPANY

(Name of the Company) a Company registered under..... (Act under which incorporated) and having its registered office at..... (Address) (hereinafter referred to as the "the Permit holder " which expression shall, where the context so admits be deemed to include its successors and permitted assignee) of the other part.

This agreement is signed between both the parties on dated .....

WHEREAS the Permit holder has/have applied to the State Government in accordance with the Chhattisgarh Mineral (Mining, Transportation and Storage) Rules, 2009 (hereinafter referred to as the said rules) for a licence to prospect of.....(Name of mineral) in the land specified in Schedule-I hereunder written and delineated in the plan herewith annexed (hereinafter referred to as the said lands) and has/have deposited with the State Government the sum of Rupees.....as prescribed security in respect of such Permit.

Now these presented witness as follows:

PART-1

CONDITIONS OF THE PERMIT

In consideration of the fees, covenants and agreements hereinafter reserved and contained and on the part of the Permit holder to be paid, observed and performed, the State Government, hereby, grant and demise into the Permit holder, the sole rights and the permit.

1. The permit holder shall not Storage/Beneficiation/Crushing any mineral other than the agreement mineral at the permit site.
2. The permit holder shall not Storage/Beneficiation/Crushing more than permitted quantity of the agreement at the site, if he want toStorage/Beneficiation/Crushing excess quantity, the permit holder has to get permission with paying additional fee as per Rule (6)(3)(ii).
3. The permit holder shall receive minerals to be Storage/Beneficiation/Crushing, only from a legitimate source. In caseof coal and iron ore received from the e-auction, a copy of the Delivery Order (DO) shall provide to the office.
4. The permit holder shall submit the original transit pass in Form-1 and will receive royalty paid transit pass in Form-10 after paying the price of the transit pass book.
5. The permit holder shall issue carbon copy of the transit pass to the vehicle driver in Form-10 and the original copy of the pass will be keep in the book for the official record.
6. During the transporting of mineral, an authorized officer may stop the mineral transporting vehicle at any place and verify (inspect), the vehicle driver will provide the transit pass for verification and will assist as required for inspection.
7. The permit holder shall allow any Authorized Officer to:-
   (i) Allow inter and inspect the permit site including miner processing unit of stock yard, if any, its building, office or any relevant premises;
   (ii) Allow for stock inspection, survey, weighment, measurement of the stock/ mineral /minerals and /or its products lying at any at the permit site;

(iii) Allow to examine any documents, books registers, or relevant record in the possession of the permit holder or his agent and to take extracts from or make copies of such documents, books, registers or record;

(iv) Allow to collect samples of any mineral/minerals and / or its products.

8. The fencing of permit site shall be done either through wire or brick wall.

9. The permit holder shall make necessary arrangement for first aid kit and safety as per rule.

10. The permit holder shall be follow all conditions under the Ait pollution Act 1981 and Water pollution Act 1986 after obtaining permissions.

11. In case of Storage/Beneficiation of coal, permit holder shall keep necessary equipment at the permit site for protection and make necessary arrangement for prevention of fire.

12. Shall pay all taxes and surcharges imposed by the government from time to time.

13. The permit holder shall have to follow all term and conditions imposed by the environment pollution conservation board under Air and Water consent.

14. The permit holder shall be mandate to submit monthly return in Form-15 under rule-14 of this Rule, till the date of 5th day of next month to the office of the district mining officer.

15. The permit holder shall not Storage/Beneficiation/Crushing excess quantity as shown in the Air & Water consent or Permit sanction order, whichever is less.

16. In case of breach of any terms and conditions of Chhattisgarh Minerals (Mining, Transportation and Storage) Rules, 2009, or this agreement or any irregularity is found by permit holder, giving written notice of 15 days, the permit may be cancelled.

17. Permit holder shall not utilize groundwater other than the drinking purpose without permission from the competent authority in the permit site.

18. The Permit holder shall have to submit the monthly index of the source of receipt and sale of the mineral, in the prescribed format to the office of the Collector (mining section).

19. The permit holder shall have to display all relevant information of the permit on the notice board in front of permit site such details as name of permit holder firm/person, detail of sanctioned permit site, name of mineral and its capacity, period of the permit.

20. The permit holder shall carry out all its operation of Storage/Beneficiation/Crushing within permit site only. If any such operation found out of permit site at government land or road, the action can be taken as per Para 16 of Part-1 of this agreement.

21. The mineral/minerals/ or its product shall have to be transport accordance to the vehicle carrying capacity with tarpaulin covered from the permit site.

22. The mineral/minerals/ or its product of permit of major minerals shall have to be transport with valid mineral transit passes and weighment clip from the permit site.

23. The permit holder, in addition to the above conditions, shall be mandate to compliance orders and instructions issued from time to time by the Mineral Resource Department, Government of Chhattisgarh, Directorate of Geology and Mining and district administration.

PART-II

THE COVENANTS OF THE PERMIT HOLDER

It is hereby further agreed as follows:-

(1) Transfer of the Permit:-

The Permit holder shall not, without the previous consent in wrinting of the Senctioning Authority-

(a) Assign, sublet, mortgage, or in any other manner transfer the Permit, or any right title of interest therin, or

(b) Enter into or make any arrengement, contract or understanding whereby the Permit holder will or may be directly or indirectly financed to a substantial extent by, or under which the Permit holde's or undertaking will or may be substantially controlled by, any person or body of person other then the Permit holder.

(c) The Senctioning Authority may by an order in writing detemine the Permit at any time if the Permit holder has\have transfered Permit or any right, title or interest therein otherwise than in accordance with rule 13 (A), provided that no such order shall be made without giving the Permit holder a reasonable oppurchunity of stating his\their case.

(2) Immunity of Competent Authority from liability to pay compensation:-

If in any event the orders of the Competent Authority are revised or cancelled by the Director and State Government in pursuance of proceedings under Rule-15 of the Chhattisgarh Mineral (Mining, Basification and Storage) Rules, 2009, the Permit holder shall not be entitled to compensation for any loss sustained by the Permit holder in exercise of the powers and privileges conferred upon him/them by these presents.

(3) Report of accident:-

The permit holder shall within twenty-four hours send to the Director, Geology and Mining, Collector of concerned district a report of any accident causing death or serious bodily injury to property or seriously affecting or endangering life or property which may occur in the course of the operation under this permit.

PART-III

THE COVENANTS OF THE GOVERNMENT

It is hereby agreed as follows:-

(1) Liberty to determine the Permit:–

The Permit holder may at any time determine this Permit by giving not less than three calendar months' notice in writing to the Sanctioning Authority and upon the expiration of such notice provided that the Permit holder shall upon such expiration render and pay all dues, compensation for damages and other moneys which may then be due and payable under these presents to the Permitor or any other person or persons and shall deliver these presents to the State Government then this Permit 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 Permitor in respect of any breach of any of the covenants or agreements contained in these presents.

(2) Cancellation of the licence and forfeiture of the security deposit in case of breach of conditions:-

In the case of any breach of any condition of the permit by the Permit holder or his assignees, the competent authority shall give a reasonable opportunity to the Permit holder of stating him / their case and where it is satisfied that the breach is such as cannot be remedied, on giving fifteen days' notice to the Permit holder or his assignees, determine the permit and/ or forfeit the whole or any part of the said security deposit of rupees .....deposited under the covenant in that behalf as the Competent Authority may deem fit. In case the Competent Authority considers the breach to be of a remediable nature, it shall give notice to the Permit holder or his or assignees, as the case may be, requiring him / them to remedy the breach within fifteen days from the date of receipt of the notice informing him of the penalty proposed to be inflicted if such remedy is not made within such period. If the breach is not remedied within prescribed period the permit shall be cancelled with forfeiture of the security deposit.

(3) Refund of security deposits: –

On such date as the Collector may elect after the determination of this Permit or of any renewal thereof, the amount of the security deposit paid in respect of this Permit and then remaining in deposit with the State Government and not required to be applied to any of the

purposes mentioned in this Permit shall be refunded to the Permit holder. No interest shall run on the security deposit.

PART-IV

GENERAL PROVISIONS

(1) IndemnifyGovernment against all claims:-

To make reasonable satisfaction and pay such compensation as may be assessed by lawful authority in accordance with the law in force on the subject for all damage, injury, or disturbance which may be done by him in exercise of the powers granted by this licence and to indemnify and keep indemnified fully and completely the State Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and expenses in connection therewith.

(2) Other obligations:-

(a) The Permit holder shall pay a wage not less than the minimum wage prescribed by the Central Government or State Government from time to time under Minimum Wages Act, 1948.

(b) The Permit holder shall comply with provisions of the Water (Prevention and Control of Pollution) Act, 1974 and the rules made there under;

I The Permit holder shall comply with provisions of the Air (Prevention and Control of Pollution) Act, 1981 and the rules made there under;

(d) The Permit holder shall comply with provisions of the Environment (Protection) Act, 1986 and the rules made there under;

(e) The Permit holder shall take measures for the protection of environment like planting of trees, reclamation of land, use of pollution control devices and such other measures as may be prescribed by the Collector or any other officer authorized for it, from time to time at his own expense.

(f) The Permit holder shall pay compensation to the occupier of the land on the date and in the manner laid down in the rules;

(g) The Permit holder shall in the matter of employment give preference to the tribe's and to the local persons;

SCHEDULE-I

THE LAND COVERED BY THE PERMIT, LOCATION AND ITS PERIOD

(Here insert the description of lands with area, boundaries, names of District, Sub-Division, Thana, etc. and cadastral survey numbers, location and period if any. In case a map is attached, refer the map in the description to be inserted.)

Description of the land covered by the licence:-

1. Name of mineral (minerals)/products for permit is granting: ----------

2. Permit capacity of Storage/ Beneficiation/Crushing in Metric Tonnes (at a time): ----------

3. Location of permit:-

i. District: ----------

ii. Sub-Division: ----------

iii. Tehsil: ----------

iv. Police Station: ----------

v. Patwari circle number: ----------

vi. Name of Village: ----------

4. Description of land:-

S.No.	Cadastral survey numbers	Area (in Hectare)
i.		
ii.		
iii.		
	Total	

5. Boundaries of land:-

East.....

West.....

North.....

South.....

6. Period of Storage permit from the date of.....to.....years.

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

.....

(Permit holder)
(Signature and Designation with date)

.....

For and on behalf of the
Governor
(Permitor) with date

WITNESSES:-

(1) Signature.....

Name .....

S/o or D/o or W/o.....

Address.....

(2) Signature.....

Name .....

S/o or D/o or W/o.....

Address.....

FORM 22

[See Rule 13 (A)(2)]

DEED FORM FOR TRANSFER OF PERMIT

When the transferor is an individual.....The indenture made this .....day of ..... 20 ..... between (Name of the person with address and occupation) (hereinafter referred to as the "transferor") (which expression shall where the context so admits be deemed to include his heirs executors, administrators, representatives and permitted assignees);

OR

When the transferor is a Society / Association (Name of the society / Association with address and occupation) and. (Name of person with address and occupation) (hereinafter referred to as the "transferor") (which expression shall wire the context so admits be deemed to be include their respective heirs, executors administration, representatives and their permitted assignees);

OR

When the transferor is a registered firm..... (Name of the person with address of all the partners) all carrying on business in partnership under the firm name and style of .....(Name of the firm) registered under the Indian Partnership Act, 1932 (9 of 1932) and having their registered office ..... (hereinafter referred to as the "transferor") (which expression shall where the context so admits be deemed to be include their respective heirs, executors administration, representatives and their permitted assignees).

OR

When the transferor is a registered company..... (Name of the company) a company registered under..... (Act, under which incorporated)and having their registered office at .....(address) (hereinafter referred to as the transferor) (which expression shall where the context so admits be deemed to be include their respective heirs, executors administration, representatives and their permitted assignees).

AND

When the transferee is an individual..... (Name of the person with address and occupation) (hereinafter referred to as the "transferee") (which expression shall were the context so admits be deemed to be include their respective heirs, executors administration, representatives and their permitted assignees);

OR

When the transferee is a Society / Association (Name of the society / Association with address and occupation) and. (Name of person with address and occupation) (hereinafter referred to as the "transferee") (which expression shall were the context so admits be deemed to be include their respective heirs, executors administration, representatives and their permitted assignees) ;

OR

When the transferee is a registered firm..... (Name of the person with address of all the partners) are carrying on business in partnership under the firm name and style of..... (Name of the firm) registered under the Indian Partnership Act, 1932 (9 of 1932) and having their registered office at ..... (hereinafter referred to as the "transferee") (which expression shall where the context so admits be deemed to be include their respective heirs, executors administration, representatives and their permitted assignees)

OR

When the transferee is a registered company..... (Name of the company) a company registered under..... (Act, under which incorporated)and having their registered office at (address) (hereinafter referred to as the "transferee") (which expression shall where the context so admits be deemed to be include their respective heirs, executors administration, representatives and their permitted assignees)

AND

The Governor of Chhattisgarh hereinafter referred to as the "State Government" (which expression shall where the context so admits be deemed to be include their respective heirs, executors administration, representatives and their permitted assignees) of the third part.

Whereas by virtue of an indenture of permit dated the .....and registered as No.....On..... (date) in the office of the Sub-Registrar of..... (place) hereinafter referred to as permit the original whereof is attached hereto and marked "A" entered into between the State Government (hereinafter called the Permitor) and transferor (therein called the Permit holder), the transferor is entitled for not other than Storage/Beneficiation/Crushing in respect of .....(name of mineral) in the lands described in schedule thereto and also in schedule annexed hereto for the term and subject to the payment of the dues and observance and performance of the permit holder's covenant and condition is said deed

of Permit reserved and contained including a covenant not to assign the Permit or any interest there under without the previous sanction of the competed authority.

And whereas the transferor is now desirous of transferring and the Permit to the transferee and the Competent Authority has at the request of the transferor, granted permission to the transferor vide order No..... Dated..... to such a transfer and assignment of the Permit upon the condition of the transferee entering into an agreement for the remaining period and containing the terms and conditions hereafter setforth.

Now this deed witnessed as follows:

1. The transferee hereby covenants with the State Government that from and after the transfer and assignment of the Permit the transferee shall be bound by, and be liable to perform, observe and conform and be subject to all the provisions of all the covenants, stipulations and conditions contained in said herein before recited Permit in the same manner in all respect as if the Permit had been granted to the transferee as the permit holder's there under and he had originally executed it as such.

2. It is further hereby agreed and declared by the transferor of the one part and the transferee of the other part that

(i) The transferor and the transferee declare that they have ensured that the mineral rights over the area for which the permit is being transferred vest in the State Government.

(ii) The Transferor hereby declares that he/she has not assigned, subject; mortgaged or in any other manner transferred the permit now being transferred and that no other person or persons has any right; title or interest where under in the present permit being transferred.

(iii) The transferor further declares that he/she has not entered into or made any agreements, contract or understanding whereby he had been or is being directly or indirectly financed to a substantial extent by or under which the transferor's operation or understandings were or are being substantially controlled by any person or body of persons other than transferor.

(iv) The transferee hereby that he / she has accepted all the conditions and liabilities which the transferor was having in respect of such permit"

(v) The transferee further declares that he/ she is financially capable of and will directly undertake permit operations.

(vi) The transferor has paid all the dues towards Government till the date, in respect of this permit.

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

SCHEDULE-1

THE LAND COVERED BY THE PERMIT, LOCATION AND ITS PERIOD

(Here insert the description of lands with area, boundaries, names of District, Sub-Division, Thana, etc. and cadastral survey numbers, location and period if any. In case a map is attached, refer the map in the description to be inserted.)

Description of the land covered by the licence:-

1. Name of mineral (minerals)/products for permit is granting: ----------

2. Permit capacity of Storage/ Beneficiation/Crushing in Metric Tonnes (at a time): ----------

3. Location of permit:-

i. District: ----------

ii. Sub-Division: ----------

iii. Tehsil: ----------

iv. Police Station: ----------

v. Patwari circle number: ----------

vi. Name of Village: ----------

4. Description of land:-

S.No.	Cadastral survey numbers	Area (in Hectare)
i.		
ii.		
iii.		
	Total	

5. Boundaries of land:-

East.....

West.....

North.....

South.....

6. Period of storage permit from the date of.....to.....years.

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

.....

(Permit holder (Transferor)
(Signature and Designation with date)

.....

.....

(Transferee)
(Signature and Designation with date)

For and on behalf of the
Governor (Permitor) with date

WITNESSES:-

(1) Signature.....

Name .....

S/o or D/o or W/o.....

Address.....

(2) Signature.....

Name .....

S/o or D/o or W/o.....

Address.....

By order and in the name of the Governor of Chhattisgarh,
ANBALAGAN P., Secretary.

संचालक, मुद्रण तथा लेखन सामग्री, छत्तीसगढ़ द्वारा शासकीय मुद्रणालय, रायपुर से मुद्रित तथा प्रकाशित – 2020.