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Chhattisgarh Minor Mineral Rules, 2015

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**Government of Chhattisgarh
Mineral Resources Department
Mantralaya, Capitol Complex,
Mahanadi Bhawan, Naya Raipur - 492 002**

//NOTIFICATION//

Naya Raipur, Date 27 March, 2015

No. F 6-42/2012/12:: In exercise of the powers conferred by Section 15 of the Mines and Minerals (Development and Regulation) Act, 1957 (No. 67 of 1957), the State Government, hereby, makes the following rules, namely:-

RULES

**CHAPTER-I
PRELIMINARY**

1. Short title, extent and commencement.- (1) These rules may be called the Chhattisgarh Minor Mineral Rules, 2015.

(2) These rules shall apply to the grant and regulation of Quarry Leases and other mineral concessions in respect of Minor Minerals and for purposes connected therewith in the State of Chhattisgarh only.

(3) These rules shall come into force from the date of its publication in the Official Gazette.

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

- (a) “**Act**” means the Mines and Minerals (Development and Regulation) Act, 1957 (No. 67 of 1957);
- (b) “**Additional Director**”, “**Joint Director**”, “**Deputy Director**” and “**Assistant Geologist**”, means the respective officers of Directorate of Geology and Mining, Government of Chhattisgarh;
- (c) “**Agreement**” means an agreement to quarry and carry away one or more minor minerals specified therein;
- (d) “**Air Pollution**” shall have the meaning as assigned to it under clause (b) of Section 2 of the Air (Prevention and Control of Pollution) Act, 1981 (No. 14 of 1981);
- (e) “**Appellate Authority**” means the Government or any other authority vested with such powers under these rules;

- (f) **"Assessee"** means a person holding a Mining Lease, Quarry Lease or Quarry Permit and includes any other person who holds a mine of minor minerals granted under these rules, save as exempted under rules;
- (g) **"Assessing Authority"** means Deputy Director (Mineral Administration), Mining Officer, Assistant Mining Officer and Mining Inspectors posted in the district;
- (h) **"Assessment"** means the assessment levied under these rules with reference to the extent of minor minerals extracted;
- (i) **"Assessment Year"** means the yearly period beginning from the date of commencement of the lease and ending on 31st December for the first year of the lease and thereafter from 1st January to 31st December or part thereof;
- (j) **"Association"** means a body of persons associated for objects and promotion of the economic interest of its members and is so registered under the Chhattisgarh Cooperative Societies Act, 1960 (No. 17 of 1961);
- # "(jj) **"Auction Money"** means the price quoted by the bidders to be paid on the basis of Rupees per cubic metre /metric ton or any other standard unit to the State Government on monthly basis for mineral despatched from the lease area;"
- (k) **"Below Poverty Line"** means the family declared as Below Poverty Line by the State Government, from time to time;
- (l) **"Collector"** shall have the same meaning as assigned to him under the Chhattisgarh Land Revenue Code, 1959 (No. 20 of 1959);
- (m) **"Commissioner"** of a revenue division shall have the same meaning as assigned to him in the Chhattisgarh Land Revenue Code, 1959 (No. 20 of 1959);
- (n) **"Competent Authority"** means a Competent Authority appointed by the State Government to carry out the provisions of these rules;
- # "(nn) **"Composite Licence"** means prospecting licence-cum-quarry lease granted under Rule 7;"
- (o) **"Co-operative Society"** has the same meaning as assigned to it under the Chhattisgarh Co-operative Societies Act, 1960 (No. 17 of 1961);

- (p) "**Corporation**" shall have the same meaning as assigned to it under the Chhattisgarh Municipal Corporation Act, 1956 (No. 23 of 1956);
- (q) "**Dead Rent**" and "**Royalty**" shall have the same meaning as respectively assigned to them under the Act;
- (r) "**Director**" means the Director/Commissioner, Geology and Mining, Government of Chhattisgarh;
- (s) "**Educated Unemployed**" means a person,-
 - (i) who holds at least High School Certificate Examination i.e. 10th pass in (10+2) system of the Chhattisgarh Board of Secondary Education;
 - (ii) who is a resident of the State of Chhattisgarh;
 - (iii) who is above 18 years but below 35 years of age;
 - (iv) who belongs to Below Poverty Line family; and
 - (v) who has not availed any facility under any other scheme for Educated Unemployed at any time;
- # "(ss) "**Electronic Auction**" means an electronic auction through an online electronic platform, which meets the minimum technical and security requirements as specified by the Government of India, Ministry of Communications and Information Technology, where dynamic bidding is carried out in forward ascending mode through a two stage process as explained under these Rules;
- # (sss) "**Electronic Tendering**" means tendering through an online electronic platform, which meets the minimum technical and security requirements as specified by the Government of India, Ministry of Communications and Information Technology, where the bidding involves submission of bids within a finite deadline as explained under these Rules;"
- (t) "**Environment**" shall have the same meaning as assigned to it under clause (a) of Section 2 of the Environment (Protection) Act, 1986 (29 of 1986);
- (u) "**Financial Assurance**" means the sureties furnished by the Mining Lease holder, Quarry Lease holder or Quarry Permit holder to the Competent Authority, so as to indemnify the authorities against the reclamation and rehabilitation cost;

- # "(uu) **“Floor Price”** means the highest initial price offered amongst the Technically Qualified Bidders in Stage-I of e-auction and is an amount in Rupees per cubic metre /metric ton or any other standard unit of mineral despatched per month from lease area;"
- (v) **“Form”** means a form appended to these Rules;
- (w) **“Gram Panchayat”, “Janpad Panchayat”, “Zila Panchyat”** and **“Gram Sabha”** shall have the same meaning assigned to them respectively in the Chhattisgarh Panchayat Raj Adhiniyam, 1993 (No. 1 of 1994);
- # "(ww) **“Initial Price Offer”** shall mean the initial offer submitted by the bidders in Stage-I round of e-auction and is an amount in Rupees per cubic metre /metric ton or any other standard unit of mineral despatched per month from lease area;"
- (x) **“Lessee”** means a person who has been granted a Prospecting Licence, Mining Lease, Quarry Lease or Quarry Permit under these rules and includes any contractor, sub-lessee and agent, whether appointed or not, who is acting or purporting to act on behalf of the lessee and is taking part in the management, supervision, extraction and dispatch of mineral;
- (y) **“Mine”** and **“Owner”** shall have the same meaning assigned to them respectively in the Mines Act, 1952 (35 of 1952);
- (z) **“Mineral Concession”** includes Prospecting Licence, Mining Lease, Quarry Lease and Quarry Permit;
- (aa) **“Mining Officer”, “Assistant Mining Officer”** and **“Mining Inspector”** mean the respective officers of the Directorate of Geology and Mining, Government of Chhattisgarh;
- (ab) **“Mining Operation”** and **“Quarrying Operation”** means any operation undertaken for the purpose of winning any minor mineral and shall include erection of machinery, construction of roads in connection with the mine;
- (ac) **“Minor Minerals”** means the minerals as specified in Schedule-I and Schedule-II appended to these Rules and any other mineral which the Government of India may, by notification in the Official Gazette, declare to be a minor mineral under clause (e) of Section 3 of the Act;

- (ad) "**Municipality**" shall have the same meaning as assigned to it under clause (18) of Section 3 of the Chhattisgarh Municipalities Act, 1961 (No. 37 of 1961);
- (ae) "**Other Backward Classes**" means the Other Backward Classes of citizens as specified by the Government vide Notification No. F-8-5-XXV-4-84, dated 26th December, 1984, as amended from time to time;
- # "(aee) "**Preferred Bidder**" means the bidder referred to in sub-clause (ix) of clause (d) of sub-rule (2) of rule 9, sub-clause (v) of clause (d) of sub-rule (2) of rule 9A, sub-clause (ix) of clause (d) of sub-rule (2) of rule 39 and sub-clause (v) of clause (d) of sub-rule (2) of rule 39A;"
- (af) "**Prospecting Licence**" means a licence granted for the purpose of undertaking Prospecting Operation of minor minerals;
- #“(aff) "**Prospecting Licence cum Quarry Lease**" means a two stage concession granted for the purpose of undertaking prospecting operations through a prospecting licence followed by quarrying operations of minor minerals through quarry lease;"
- (ag) "**Prospecting Operation**" means any operation undertaken for the purpose of prospecting, locating or proving minor mineral deposits;
- (ah) "**Public Place**" means roads, public buildings, reservoirs, irrigation canals, tanks, natural water courses, village paths, religious places, burial ground etc;
- # "(ahh) "**Qualified Bidder**" means the bidder referred to in sub-clause (viii) of clause (d) of sub-rule (2) of rule 9, sub-clause (ii) of clause (a) of sub-rule (2) of rule 9A, sub-clause (vi) of clause (d) of sub-rule (2) of rule 39 and sub-clause (ii) of clause (a) of sub-rule (2) of rule 39A;"
- (ai) "**Quarry Closure Plan**" means a plan for the purpose of decommissioning, reclamation and rehabilitation in the quarry or part thereof, after cessation of mining and mineral processing operations that has been prepared in the manner specified in the standard format and guidelines issued by the State Government;
- (aj) "**Quarry Lease**" means #{a mining lease} granted for mining and removal of minor minerals as mentioned in Section 15 of the Act;

- (ak) **"Quarry Permit"** means the permission granted under these rules to extract and remove any specific quantity of minor mineral within a specified period;
- (al) **"Quarry Plan"** means a plan prepared under these rules for mining of minor mineral/minerals;
- (am) **"Railway"** and **"Railway Administration"** shall have the same meaning as respectively assigned to them under the Indian Railways Act, 1989 (No. 24 of 1989);
- (an) **"Recognised Qualified Person"** means a person having the prescribed educational qualification or/and experience as notified by the State Government, under these Rules, from time to time;
- # "(ann) **"Reserve Price"** means a price, which shall be the minimum price above which the bidders shall quote their bids and shall be twenty percent of the notified royalty for the particular mineral, in Rupees per cubic metre/metric ton or any other standard unit of mineral despatched per month as defined under these rules;"
- (ao) **"Schedule"** means a schedule appended to these Rules;
- (ap) **"Scheduled Castes"** means the Scheduled Castes as specified in relation to this State under Article 341 of the Constitution of India;
- (aq) **"Scheduled Tribes"** means the Scheduled Tribes as specified in relation to this State under Article 342 of the Constitution of India;
- (ar) **"Special Area"** shall have the same meaning as assigned to it in the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973 (No. 23 of 1973);
- (as) **"State Government"** means the Government of Chhattisgarh;
- #"(ass) **"Successful Bidder"** means the bidder referred to in clause (2) of Rule 10 and clause (2) of Rule 42;
- (asss) **"Tender Document"** means document published on the electronic-auction website or electronic-tender website by the Competent Authority as mentioned in sub-clause (ii) of clause (d) of sub-rule (2) of rule 9, sub-clause (ii) of clause (d) of sub-rule (2) of rule 9A, sub-clause (ii) of clause (d) of sub-rule (2) of rule 39 and sub-clause (ii) of clause (d) of sub-rule (2) of rule 39A;"

(at) "**Water Pollution**" shall have the same meaning as assigned to it under the Water (Prevention and Control of Pollution) Act, 1974 (No. 6 of 1974).

(2) All other words and expressions used in these rules but not defined in these rules but defined in the Mines and Minerals (Development and Regulation) Act, 1957 (No. 67 of 1957) shall have the same meaning as respectively assigned to them in the said Act.

3. Exemptions. - Notwithstanding anything contained in these rules,-

(i) Extraction of ordinary clay or ordinary sand by hereditary Kumhars, being domicile of Chhattisgarh or their co-operative societies for preparing pots, tiles and bricks by traditional means, but not by process of manufacture in chimney-kilns or by any mechanical means, from the area of village of their common residence that may be decided and earmarked by the Gram Panchayats within their respective panchayat area for extraction of ordinary clay and ordinary sand:

Provided that no extraction shall be made from any public place and within 50 meters in all directions from such public place;

(ii) The removal of minor minerals from quarries shall be exempted, whether situated in private or Government land, when such quarries have not been appropriated to the use of a department of the State Government and the minor minerals are not mined for sale but are required for the construction or repairs of wells, other agricultural works or for the construction or improvement of the dwelling houses of agriculturists, village artisans and labourers residing in revenue or forest villages;

(iii) The minor minerals removed from Government lands for public works by Gram Panchayats, Janpad Panchayats and Zila Panchayats for work undertaken by respective Panchayats shall be exempted.

(iv) The search for minor minerals at the surface, not involving any substantial removal of the soil by digging up pits, trenches or otherwise, shall be exempted;

(v) The chipping of outcrops with a geological hammer, for the purposes of taking samples, shall not be deemed to be a substantial removal of the soil:

Provided that the aforesaid exemptions do not afford immunity from any action which might be taken under any existing rules or any act of the State or the Central Government, for unauthorized removal of minor minerals from

any land by private person without the permission of the State Government or any officer or Authority authorized by it in this behalf;

(vi) Excavation and regulation of the Minor Minerals specified in Part B of Schedule-II shall be governed by the Chhattisgarh Minor Mineral Sand Excavation and Trade Regulation Order, 2006.

CHAPTER II

GENERAL RESTRICTIONS ON UNDERTAKING PROSPECTING OR MINING OR QUARRYING OPERATIONS

- 4. Prohibition of prospecting or quarrying operation without a #{prospecting licence or composite licenc} or quarry Lease or quarry permit.-** (1) No person shall undertake any Prospecting or Quarrying Operation in any area except under and in accordance with the terms and conditions of #{prospecting licence or composite licenc} or a Quarry Lease or Quarry Permit granted under these rules:

Provided that nothing in this sub-rule (1) shall affect any Prospecting or Quarrying Operation undertaken in any area in accordance with the terms and conditions of #{prospecting licence or composite licenc} or Quarry Lease or Quarry Permit granted before the commencement of these rules, in force at that time:

Provided further that these rules shall be made applicable to the existing Quarry Lease and Quarry Permit from the date of its renewal.

(2) No #{prospecting licence or composite licenc} or Quarry Lease or Quarry Permit shall be granted other than in accordance with the provisions of these rules.

(3) Any #{prospecting licence or composite licenc} or Quarry Lease or Quarry Permit granted, renewed or permission for removal of ordinary sand and bajri, in contravention of the provision of this rules or orders made thereunder, shall be void and be of no effect.

"(4) The recommendations of the Gram Sabha or the Gram Panchayat shall be mandatory prior to grant of prospecting licence or mining lease for minor minerals in the Scheduled Areas.

(5) The prior recommendation of the Gram Sabha or the Gram Panchayat shall be mandatory for grant of concession for the exploitation of minor minerals by auction, in the Scheduled Areas."

- 5. Restrictions on the grant of #{prospecting licence or composite licence} or quarry Lease or quarry permit.-** (1) No #{prospecting licence or composite licence} or Quarry Lease or Quarry Permit shall be granted to any person unless such person is an Indian national or a company as defined under sub-section (20) of Section 2 of the Companies Act, 2013 (No. 18 of 2013) and satisfies such conditions as prescribed in these Rules.

Explanation .- For the purposes of this sub-rule, in case of a firm or any other association of individuals, it shall be deemed to be an Indian entity only if all the members of the firm or association are citizens of India.

(2) No #{prospecting licence or composite licence} or Quarry Lease or Quarry Permit shall be granted in respect of an area:-

- (a) notified by the Government as reserved for the use of the Government and Local Authorities or for any other public or for special purposes except with the previous approval of the State Government;
- (b) in forest land without the permission of appropriate authority as prescribed in the Forest (Conservation) Act, 1980 (No. 69 of 1980);
- (c) within a distance of 100 meters in all directions from any bridge, National or State Highways, Railway line and within 50 meters in all directions from the road constructed under Pradhan Mantri Gram Sadak Yojana, Mukhya Mantri Gram Sadak Yojana, other District Roads of Public Works Department and within 10 metres in all directions from Grameen Kachcha Rasta or within fifty meters in all directions from any public place except village path:

Provided that the amended provisions shall be made applicable from the date of renewal of the existing Quarry Leases and Quarry permits;

- (d) which is not compact and contiguous.

6. No quarry lease shall be granted without the satisfaction of the competent authority.- No quarry lease for minor minerals shall be granted by the State Government or any other State Authority, notified by the State Government, unless it is satisfied that,-

(a) There is evidence to show that the area for which the lease is applied for has been prospected earlier or the existence of mineral contents therein has been established otherwise than by means of Prospecting Operation in such area:

Provided that no quarry lease for the minerals specified in Part A of Schedule-I shall be granted by the Competent Authority unless the area for which the lease is applied for has been prospected earlier:

Provided further that no quarry lease exceeding an area of five hectares or depth of six meters, for the minerals specified in Part B and Part C of Schedule-I and Part A of Schedule-II shall be granted by the Competent Authority unless the area for which the lease is applied for has been prospected earlier;

(b) Prospecting is not compulsory for the quarry lease in which proposed quarry operation shall be confined to the depth of six meters over an area not exceeding five hectares, for the minerals specified in Part B and Part C of Schedule-I and Part A of Schedule-II, however quarry lease shall be granted by the Competent Authority only after ascertaining the availability of mineral applied for through spot inspection carried out by Deputy Director/Mining Officer of the concerned District or Deputy Director or Assistant Geologist of concerned Regional Office or any officer authorised by the Director:

Provided that a non-refundable spot inspection fee of rupees five thousand shall be deposited in Government Treasury under the revenue head as prescribed in sub-rule (3) of rule 31;

(c) There is a quarry plan duly approved by the Competent Officer as notified by the Director in this behalf.

CHAPTER-III

{Grant of Prospecting Licence and Composite Licence}

“7. Grant of composite licence.- (1) Powers to grant composite licence,-

- (a) The provisions of this rule shall be applicable to the minerals specified in Schedule I and Part A of Schedule-II:

Provided that this provision shall not be applicable on a quarry lease where the proposed quarry operation is confined to the depth of six meters over an area not exceeding five hectares, for the minerals specified in Part B and Part C of Schedule-I and Part A of Schedule -II.

- (b) The State Government shall have the powers to grant Composite Licence for minerals specified in Part A and Part B of Schedule I through the process of e-auction to be conducted by the Director.
- (c) The Director shall have the powers to grant Composite Licence for minerals specified in Part C of Schedule I and Part A of Schedule II for an area of more than ten hectares through the process of e-tendering to be conducted by the Collector.
- (d) The Collector shall have the powers to grant Composite Licence through the process of e-tendering for minerals specified in Part C of Schedule I and Part A of Schedule II for an area of upto 10 hectares.
- (2) Rights of existing concession holders and applicants,- (a) All applications for prospecting licence received prior to the date of commencement of these amendment rules shall not be considered.
- (b) Without prejudice to clause (a), such applications shall remain valid under these rules, where the Letter of Intent or Grant order for prospecting has been issued prior to the commencement of these Amendment Rules.

(3) Preliminary procedure for grant of composite licence,-

- (a) (i) The Competent Authority shall have the powers to suo-moto identify, demarcate and notify an area, where there is inadequate evidence to show the existence of mineral contents of any minor mineral for grant of Composite Licence through e-auction or e-tendering, as the case may be.
- (ii) Other than the areas so identified in sub clause (i), applications may be received by the Competent Authority in case of such areas where there is inadequate evidence to show the existence of mineral contents of any minor minerals for the grant of Composite Licence in Form-I. Applications for minerals contained in Part A and Part B of Schedule I

shall be received by the Director and applications for minerals contained in Part C of Schedule I and Part A of Schedule II shall be received by the Collector.

- (b) The Competent Authority shall enter the date and time on which the application was received and process the area applied for e-auction or e-tendering, as the case may be, within a period of 60 days from the date of receipt of application. The e-auction or e-tendering, as the case may be, shall be notified on the departmental website. The details of the notification of e-auction or e-tendering, as the case may be, shall also be displayed on the notice board of the Collectorate, Zila Panchayat, Janpad Panchayat and Gram Panchayat of the district concerned.
- (c) The State Government shall if it is of the opinion that it is necessary and expedient to do so, prescribe terms and conditions, procedure and bidding parameters in respect of categories of minerals, size and area of mineral deposits in a District or Districts, subject to which the e-auction or e-tendering shall be conducted:

Provided that the terms and conditions may include the reservation of any particular mine or mines for a particular end-use and subject to such condition only eligible end users shall be allowed to participate in the auction.

(4) Application For Composite Licence shall be accompanied by,-

- (a) A non-refundable application fee of Rupees Five Thousand. The Fees shall be deposited in the Government Treasury under the following revenue receipt head,-

0853 Non ferrous Mining and Metallurgical Industry

{102} Mineral concession fees, rent and royalties

(0278) Receipt from minor minerals

and the original treasury receipt challan shall be attached to the application:

Provided that, the application fee shall be adjusted against the amount to be paid against the cost of auction/tender document.

- (b) No-dues certificate as prescribed in Form-II, from the State Government or Any Officer or Authority authorized by the State Government in this behalf, of payment of mining dues such as royalty or Dead Rent and surface rent payable under the Act or the rules made thereunder:

Provided that, in case the applicant is a partnership firm or a private limited company, such certificates shall be furnished by all partners of the partnership firm or all members of the private limited company, as the case may be:

Provided further that, where any injunction has been issued by court of law or by any other Competent Authority staying the recovery of any such mining dues or income tax, non-payment thereof shall not be treated as a disqualification for the purpose of granting the said Composite Licence:

Provided also that, where a person has furnished an affidavit, to the satisfaction of the Competent Authority for the grant of Licence, stating that he does not hold or has held any Mineral Concession in the State, it shall not be necessary for him to produce the said no dues certificate:

Provided also that, a duly sworn affidavit stating that no dues are outstanding shall suffice, subject to the condition that the certificate required as above shall become invalid if the party fails to file the certificate within thirty days from the date of application:

Provided also that grant of above clearance certificate shall not discharge the holder of such certificate from the liability of paying dues which may subsequently be found to be payable by him under the Act or the rules made there under.

- (c) An affidavit stating that the applicant has, –
 - (i) filed up-to-date income tax returns;
 - (ii) paid the income tax assessed on him; and
 - (iii) paid the income tax on the basis of self-assessment as provided in the Income Tax Act, 1961 (No. 43 of 1961).
- (d) An affidavit showing particulars of mineral-wise areas in the State, that the applicant or any person jointly with him, –
 - (i) already holds under Prospecting Licence/ Composite Licence ;
 - (ii) has applied for but not granted; and
 - (iii) being applied for, simultaneously.
- (e) A statement in writing that the applicant, where the land is not owned by him, has obtained surface rights over the area or has the consent of the owner for starting Prospecting Operations:

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

8. Receipt of application.-Every application under sub-rule (1) of rule 7 shall be acknowledged in Form-III on the date of its receipt.

#“9. Procedure for allotment of Composite Licence through Electronic auction.-

- (1) Prerequisites for Electronic auction of Composite Licence,-

- (a) The Competent Authority may initiate an auction process for grant of a Composite Licence for any area within the State in accordance with the provisions of these Rules.
 - (b) The Competent Authority shall, prior to issuance of the notice inviting bid with respect to auction, identify and demarcate the area where a Composite Licence is proposed to be granted through auction on the basis of a demarcation report obtained from concerned revenue officials and forest officials.
- (2) Procedure of e-Auction for Composite Licence.-
- (a) Eligibility for Composite Licence,-
 - (i) For the purpose of participating in the auction of composite licence, an applicant shall meet all the requirements as specified in Rule 5.
 - (ii) The eligibility for participating in the auction shall be determined as per the terms and conditions of eligibility for participating in the auction and the Successful Bidder shall be decided solely on the basis of financial bids submitted by the eligible bidders.
 - (b) Electronic Auction,-
 - (i) An auction shall be conducted only through a two stage forward ascending auction on an online electronic auction platform.
 - (ii) The Competent Authority shall utilise any online electronic auction platform, which meets the minimum technical and security requirements as specified in the Guidelines for compliance to Quality requirements of e-Procurement Systems issued by the Standardisation Testing and Quality Certification Directorate, Department of Information Technology, Ministry of Communications and Information Technology, Government of India.
 - (c) Bidding parameters,-
 - (i) There shall be a price fixed to be called the reserve price which shall be twenty percent of the notified royalty for the particular mineral; this amount shall be in Rupees per cubic metre /metric ton or any other standard unit of mineral despatched.
 - (ii) The bidders shall quote, over and above the reserve price, for the purpose of payment to the State Government, an amount in Rupees per cubic metre/metric ton or any standard unit of mineral despatched from the lease area as “auction money”.
 - (iii) The auction money shall be payable to the State Government on a monthly basis on the mineral being despatched every month. The rate offered by the bidder and accepted in e-auctioning process shall be subject to price escalation linked to the Wholesale Price Index from the financial year in which

the mineral despatch begins with the year in which auction was conducted being the base year.

- (iv) Where an area is being auctioned for more than one mineral, auction money for the quantity of mineral despatched as quoted by the successful bidder under sub-rule (ii) shall be applicable for the purpose of payment to the State Government in respect of each such mineral.
- (v) If subsequent to grant of a quarry lease, one or more new minerals are discovered, the auction money for the quantity of mineral despatched as quoted by the successful bidder under sub-rule (ii) shall be applicable for the purpose of payment to the State Government in respect of each such mineral.

(d) Bidding Process,-

- (i) The Competent Authority shall issue a notice for auction, published on the departmental website, to commence the auction process. The details of the notice for auction shall also be displayed on the notice board of the concerned District Collectorate, Zila Panchayat, Janpad Panchayat and Gram Panchayat of the district concerned and such notice shall contain brief particulars regarding the area under auction, including,-
 - (I) particulars of the area identified and demarcated using demarcation report from concerned revenue officials divided into revenue land, forest land, and private land;and
 - (II) brief particulars regarding evidence of mineral contents with respect to all minerals discovered in the area .
- (ii) The auction document issued by the Competent Authority shall contain,-
 - (I) report and details of the minerals available in the area;
 - (II) revenue survey details of the area identified and demarcated using demarcation report from concerned revenue officials divided into forest land, revenue land and private land;
- (iii) The bidders shall be provided a fixed period to study the auction documents.
- (iv) The bidding process shall commence after a period of 21 days from the date of publication of the notice inviting tender. The auction shall be an ascending forward online electronic auction.
- (v) In Stage-I, the Bidders shall be required to submit the Technical Bid; and initial price offer, which will have to be above the reserve price. The Technical Bid shall be evaluated

to ascertain compliance of the Bidder with the eligibility conditions.

- (vi) Only those Bidders who are found to be eligible in accordance with the prescribed eligibility conditions shall be declared as the “**Technically Qualified Bidders**”.
 - (vii) The highest initial price offer amongst the Technically Qualified Bidders quoted above the reserve price shall be the floor price for the Stage-II of the online electronic auction.
 - (viii) (I) After opening of the Initial Price of the bid documents (Initial Price Bid), the Initial price bids shall be arranged in descending order and the technically qualified Bidders holding the first fifty percent of the ranks (with any fraction rounded off to higher integer) or the top five technically qualified bidders, whichever is higher, shall qualify as qualified bidders for participating in the stage two bidding. Only the Qualified Bidders shall be eligible to participate in the stage-II of the bid process, i.e, online forward auction.
 - (II) If the number of technically qualified bidders is less than five then all the technically qualified bidders shall be considered as qualified bidders.
 - (III) In the event of identical initial price offers being submitted by two or more technically qualified bidders, all such technically qualified bidders shall be assigned the same rank for the purposes of determination of qualified bidders and in such case, the afore mentioned fifty percent shall stand enhanced to fifty percent plus the number of technically qualified bidders whose initial price offers are identical less the number of such identical initial price offers.
 - (ix) The bidder who gives the highest final price offer shall be declared as the preferred bidder.
- (3) Right of first refusal to the owner of seventy five percent or more of the area of lease,- Where an auction is notified by the Competent Authority for any land consisting of private land, either wholly or partly, in that case the highest price offer given by any bidder shall be disclosed and the owner of a private land who participated in the bidding process and who owns seventy five percent or more of the area of lease shall have the Right of first Refusal. Upon acceptance of the highest final price offer, such owner of private land shall be declared as the preferred bidder or

Otherwise on refusal by such an owner of private land, the bidder with the highest final price offer shall be declared as the preferred bidder:

Provided that the owner of private land shall exercise his right of first refusal, to be given in writing, within seven working days from the date of announcement of the highest price offer for the said area put on auction. If he fails to do so within the said period he shall be deemed to have exercised his Right of refusal.

- (4) If at any stage of the auction process only one valid bid is given then the Competent Authority shall have the powers to extend the bid due date by another seven days and if again one bid is given then the Competent Authority shall have the powers to accept the same. The Competent Authority shall have the right to annul the auction at any stage for reasons to be recorded in writing.”

“9A. Procedure for allotment of Composite Licence through Electronic tendering.- (1) Prerequisites for electronic tendering of Composite Licence,-

- (a) The Collector may initiate an electronic tendering process for grant of a Composite Licence with respect to an area within the District in accordance with the provisions of these Rules.
- (b) The Collector shall, prior to issuance of the notice inviting bids with respect to electronic tendering, identify and demarcate the area where a Composite Licence is proposed to be granted through electronic tendering on the basis of a demarcation report obtained from concerned revenue officials and forest officials.

(2) Procedure for Electronic tendering of Composite Licence,-

- (a) Eligibility for Composite Licence,-
 - (i) For the purpose of participating in the Electronic tendering of composite licence, an applicant shall meet all the requirements as specified in rule 5.
 - (ii) The eligibility for participating in the process shall be determined as per the terms and conditions of eligibility for participating in the tender and such eligible bidders shall be called technically qualified bidder. The Successful Bidder shall be decided solely on the basis of financial bids submitted by the technically qualified bidders.
- (b) Electronic Tender,-
 - (i) The tender shall be conducted only through an online electronic platform.
 - (ii) The Collector shall utilise any online electronic platform which meets the minimum technical and security requirements as specified in the Guidelines for compliance to Quality requirements of e-Procurement Systems issued by the Standardisation Testing and Quality Certification Directorate, Department of Information Technology,

Ministry of Communications and Information Technology,
Government of India.

(c) Bidding parameters,-

- (i) There shall be a price fixed to be called the reserve price, which shall be twenty percent of the notified royalty for the particular mineral; this amount shall be in Rupees per cubic metre /metric ton or any other standard unit of mineral despatched.
- (ii) The bidders shall quote, for the purpose of payment to the State Government, an amount in Rupees per cubic metre/metric ton or any other standard unit of mineral despatched from the lease area as "auction money".
- (iii) The auction money shall be payable to the State Government on a monthly basis on the mineral being despatched every month. The rate offered by the bidder and accepted in e-tendering process shall be subject to price escalation linked to the Wholesale Price Index from the financial year in which the mineral despatch begins with the year in which tender was conducted being the base year.
- (iv) Where an area is being allotted for more than one mineral through e-tendering, auction money for the quantity of mineral despatched as quoted by the successful bidder under sub-rule (ii) shall be applicable for the purpose of payment to the State Government in respect of each such mineral.
- (v) If subsequent to grant of a mining lease, one or more new minerals are discovered, the auction money for the quantity of mineral despatched as quoted by the successful bidder under sub-rule (ii) shall be applicable for the purpose of payment to the State Government in respect of each such mineral.

(d) Bidding Process.-

- (i) The Competent Authority shall issue a notice inviting tender, published on the departmental website, to commence the Electronic-tender process. The details of the notice for Electronic-tender shall also be displayed on the notice board of the concerned District Collectorate, Zila Panchayat, Janpad Panchayat and Gram Panchayat of the district concerned and such notice shall contain brief particulars regarding the area under Electronic-tender, including,-
 - (I) particulars of the area identified and demarcated using demarcation report from concerned revenue officials divided into revenue land, forest land and private land; and

- (II) brief particulars regarding evidence of mineral contents with respect to all minerals discovered in the area .
 - (ii) The tender document issued by the Competent Authority shall contain,-
 - (I) report and details of the minerals available in the area;
 - (II) revenue survey, details of the area identified and demarcated using demarcation report from concerned revenue officials, divided into forest land, revenue land and private land.
 - (iii) The bidders shall be provided a fixed period to study the tender documents.
 - (iv) The bidding process shall commence after a period of twenty one days from the date of publication of the notice inviting tender. The Electronic-tender shall be an electronic tendering process on electronic platform.
 - (v) The bidder who gives the highest final price offer shall be declared as the preferred bidder.
 - (vi) In the event of identical initial price offers being submitted by two or more technically qualified bidders, the bid submitted prior in time shall be declared as the preferred bid. The Competent Authority shall have the right to annul the tender at any stage for reasons to be recorded in writing.
- (3) Right of first refusal to the owner of seventy five percent or more of the area of lease,- Where a tender is notified by the Competent Authority for any land consisting of private land, either wholly or partly, in that case the highest price offer given by any bidder shall be disclosed and the owner of a private land, who participated in the bidding process and who owns seventy five percent or more of the area of lease, shall have the Right of first Refusal. Upon acceptance of the highest final price offer, such owner of private land shall be declared as the preferred bidder or otherwise on refusal by such an owner of private land, the bidder with the highest final price offer shall be declared as the preferred bidder:
- Provided that the owner of private land shall exercise his right of first refusal, to be given in writing, within seven working days from the date of announcement of the highest price offer for the said area put on auction. If he fails to do so within the said period he shall be deemed to have exercised his Right of refusal.
- (4) If at any stage of the tender process only one valid bid is given then the Competent Authority shall have the powers to extend the bid due date by another seven days and if again one bid is given then the Competent Authority shall have the powers to accept the same. The Competent authority shall have the right to annul the tender at any stage for reasons to be recorded in writing.”

“10. Grant order for Composite Licence.- (1) Upon completion of the auction/tender process, the preferred bidder shall submit a performance security in the manner specified in rule 13 and upon receipt of such performance security, the Sanctioning Authority shall issue a letter of intent to the preferred bidder.

- (2) On receipt of the letter of intent, the preferred bidder shall be considered to be the successful bidder, upon fulfilment of the following conditions, namely:—
- (a) compliance with all the terms and conditions of eligibility;
 - (b) obtaining all consents, approvals, permits, no-objections and the like, as may be required under applicable laws for commencement of prospecting operations; and
 - (c) consent of land owner for private land; and
 - (d) submitting the Scheme of prospecting.
- (3) Upon fulfilment of the conditions specified in sub-rule (2), the Competent Authority shall grant a Composite Licence to the successful bidder and such Composite Licence shall be subject to the provisions of these rules, as applicable to a prospecting licence and quarry lease.
- (4) Letter of intent shall be deemed to be cancelled, if preferred bidder is unable to fulfil the conditions specified in sub-rule (2) within one year for forest land and six months for non forest land from the date of issue of letter of intent and performance security shall be forfeited:

Provided that Director may extend additional period of six months in the period of sub-rule (4), if preferred bidder has sufficient reason for not fulfilling the conditions of sub-rule (2) within time.

- (5) The minimum area for grant of a Composite Licence shall not be less than the minimum area for which a quarry lease may be granted in accordance with the provisions of these Rules and the maximum area shall be in accordance with these Rules.
- (6) The holder of a Composite Licence shall conduct prospecting of the area under the Composite Licence so as to ascertain evidence of mineral contents and shall submit periodic reports in accordance with these Rules.
- (7) If a holder of a Composite Licence,-
- (a) fails to complete prospecting operations in accordance with these Rules, such holder shall not be eligible to receive a quarry lease and the Composite Licence shall be terminated;
 - (b) completes prospecting operations in accordance with these Rules, or otherwise establishes the existence of minerals, such holder shall make an application to the Competent Authority for grant of a quarry lease:

Provided that the quarry lease shall be granted only with respect to the area for which evidence of mineral contents has been found and shall be required for quarrying operations and shall not be for an area larger than the maximum area for which a quarry lease may be granted under these Rules:

Provided further that, any excess area shall be deemed to be surrendered by the holder of Composite Licence after completing its reclamation."

11. Period for which prospecting licence may be granted.- (1) For minerals dimensional Stone and Marble specified under Part-A of Schedule-I, the provisions of the Granite Conservation and Development Rules, 1999 and the Marble Development and Conservation Rules, 2002 respectively, shall apply.

(2) For minerals specified under Part-B of Schedule-I, Prospecting Licence shall be granted for a period of two year from the date of its execution.

(3) For minerals specified under Part-C of Schedule-I and Part-A of Schedule-II, Prospecting Licence shall be granted for a period of one year from the date of its execution.

{ (4) The Composite Licence (Prospecting cum Quarry Lease) shall be granted for a period, which shall be the total of the period of Prospecting Licence and the period of quarry lease for any mineral as prescribed for the said mineral in these rules.}

12. Area restriction on grant of prospecting licence.-(1)For minerals specified under Part-A of Schedule-I, the provisions of the Granite Conservation and Development Rules, 1999 and the Marble Development and Conservation Rules, 2002 respectively, shall apply.

(2) No person shall acquire one or more Prospecting licences, in respect of any mineral specified under Part-B and Part-C of Schedule-I and Part-A of Schedule-II, covering a total area, more than fifty hectares:

Provided that if the State Government is of opinion that in the interest of the development of any mineral it is necessary so to do, it may, for reason to be recorded by it, in writing permit any person to acquire one or more prospecting Licence covering an area in excess of the aforesaid total area.

Explanation:- For the purposes of this clause a 'person' includes an individual, a Hindu undivided family, a company, a firm, an association of persons or a body of individuals, whether incorporated or not, a local authority, and every artificial juridical person.

{13. Bid security and performance security for Composite Licence. -

- (1) For participation in auction/tender, all bidders shall deposit bid security amount as per Schedule V and VI, respectively.
- (2) The preferred bidder shall provide a Performance Security of the amount as mentioned in Schedule V and VI as may be applicable, immediately after the auction is complete and in any case within seven days after announcement as the preferred bidder through a demand draft or a bank guarantee valid for a period of three years to be renewed from time to time so as to be valid throughout the period of the lease.
- (3) The performance security may be invoked as per provisions of the Composite License Deed.}

14. Prospecting licence to be executed within sixty days.-(1) # {Where an order}

has been made for the grant of Prospecting Licence, a licence deed in accordance with Form-IV shall be executed within sixty days from the date of the order. If no such deed is executed within the said period, due to any default on the part of the applicant, the Competent Authority may revoke the order granting the licence and in that event fee paid shall be forfeited in favour of the Government.

(2) Where the Licencee is unable to execute the licence deed within sixty days from the date of the order, he may submit an application to the Director explaining the reason for the same before the expiration of the said period. The application submitted after the expiration of said period shall not be considered.

(3) Every application under sub-rule (2) shall be accompanied by non-refundable application fee of rupees five hundred.

(4) The Director may, on receipt of an application made under sub-rule (2) and on being satisfied about the adequacy and genuineness of the reason for non execution of deed, pass an order for extension of the period of execution of deed.

15. Register of # {prospecting licence and composite licence } to be maintained.-

(1) A register of application for grant of # { prospecting licence and composite licence } shall be maintained by the officer-in-charge of mining section of the concerned district in the format under Form-V.

(2) A register for # { prospecting licence and composite licence } granted shall be maintained by the officer-in-charge of mining section of the concerned district in Form-VI.

16. Conditions of prospecting licence.- Every Prospecting Licence granted under these rules, in addition to other conditions that may be specified therein, shall be subject to the following conditions, namely:-

(i) Every holder of a Prospecting Licence shall submit to the concerned Collector and Director or any officer authorised by him, a scheme indicating the manner in which he proposes to carry out the Prospecting Operations, within a period of thirty days from the date of execution of deed of Prospecting Licence;

(ii) Every holder of a Prospecting Licence shall submit to the concerned Collector and Director or any officer authorised by him, an intimation in Form-VII of the commencement of Prospecting Operation, so as to reach them within a period of fifteen days of such commencement;

(iii) Every Licensee shall maintain an account of all the expenses incurred by him on Prospecting Operations and also the quantity and other particulars of all minerals obtained during such operations and their despatch.

(iv) The Licensee may, on payment of royalty and after obtaining the transit pass for transportation of mineral, collect and carry away maximum up to five cubic meter mineral for the purpose of testing during the period of licence.

(v) The Licensee shall report to the concerned Collector and Director or any officer authorised by him, the discovery of any mineral not specified in the licence, within a period of thirty days from the date of such discovery and shall make an application for inclusion of such mineral in his Prospecting Licence simultaneously. The Licensee shall not despatch the newly discovered mineral from the Licence area till such is included in his Prospecting Licence:

Provided that in case of discovery of any mineral not specified as a Minor Mineral, the Licensee shall not have any right of concession for that mineral under these rules.

(vi) The Licensee shall not pay less than the minimum wages prescribed by the Central or the State Government under the Minimum Wages Act, 1948.

(vii) The Licensee of granite or marble shall observe provisions of the Granite Conservation and Development Rules, 1999 and the Marble Development and Conservation Rules, 2002 respectively;

(viii) (a) The Licensee shall submit a final report under Form-VIII to the concerned Collector and Director or any officer authorised by him, within a period of ninety days from the expiry of the Prospecting Licence; and

(b) Any deposit made under rule 13, if not forfeited under these rules, shall be refunded to the Licensee on submission of application along with Prospecting Report as referred to in clause (a) above.

(ix) The Licensee shall provide compensation for damage to land, to the extent of damage, in respect of which the licence has been granted;

(x) The Licensee shall indemnify to the Government against the claim of a third party for any damage injury or disturbance caused to him by the Licensee;

(xi) Restrictions shall be placed regarding felling of trees on unoccupied and unreserved Government land and other environmental conditions, as may be notified by the State Government, from time to time;

(xii) Restriction on Prospecting Operations in any area prohibited by any Competent Authority due to Environmental or any other reasons, as may be notified, from time to time.

(xiii) Conditions regarding entry on occupied land;

(xiv) Facilities shall be provided by the Licensee for working other minerals in the licensed area or in adjacent areas.

17. Duties of the Licensee.-During subsistence of the licence, the Licensee shall,-

(i) Take immediate measures for the plantation and maintenance of not less than twice the number of trees fallen as a result of Prospecting Operations in the sanctioned area or area nearby as approved by the Officer in charge of mining section of the concerned district;

(ii) Restore other flora destroyed by Prospecting Operations to the maximum extent possible;

- (iii) Securely plug all bores and fill up or fence all excavations in the land covered by the licence;
- (iv) Pay to the occupier of surface of the land, such compensation as may be decided by the Collector;
- (v) Furnish to the concerned Collector and Director or any officer authorised by him, such information and returns as may be prescribed in the Rules;
- (vi) Allow any officer, authorised by the Central Government or Collector or Director or any officer authorised by him, to inspect any Prospecting Operation carried out by him;
- (vii) Carry out Prospecting Operations in such a manner so as to ensure the systematic development and conservation of mineral deposits and protection of environment.

18. Cancellation of licence. - In the case of non-compliance of these rules or breach of any condition imposed on any holder of a Prospecting Licence, the Sanctioning Authority may, by order in writing, cancel the licence and/or forfeit full or part of the security deposited by the Licensee under rule 13:

Provided that no such order shall be made without giving the Licensee a fifteen day notice in writing and an opportunity of being heard.

19. Availability of certain areas.- No application for Prospecting Licence of minerals in Schedule-I and Part-A of Schedule-II shall lie for areas previously held or which are being held under a Quarry Lease or the area reserved for exploration/prospecting by Directorate of Geology and Mining or Geological Survey of India or any other government organisation, unless the availability of the area for grant is notified in the Official Gazette atleast thirty days in advance:

Provided that the State Government by recording reasons in writing may relax the provisions of this Rule for any special case.

CHAPTER IV

{POWER TO GRANT PROSPECTING LICENCE, COMPOSITE LICENCE, QUARRY LEASES, AND QUARRY PERMITS}

- # {20. **Extent of power to grant prospecting licence and composite licence - (1)** Prospecting Licence and Composite Licence, as the case may be, in respect of minerals specified in Schedule-I and Part-A of Schedule-II, shall be granted by the authority mentioned in column (2) for the minerals specified in column (3), subject to the extent as specified in the corresponding entry in column (4) and the electronic auction or electronic tendering as the case may be, shall be conducted by the authority mentioned in corresponding entry in column (5) thereof, of the table below, -

TABLE

S. No.	Competent Authority for grant	Minerals	Extent of Power to grant	Competent Authority for E-Auction/ E-tendering
(1)	(2)	(3)	(4)	(5)
1.	State Government	Minerals specified in Part-A and Part-B of Schedule-I.	Full powers.	Director
2.	Director	Minerals specified in Part-C of Schedule-I and Part-A of Schedule-II.	Where the area applied for is more than ten hectares.	Collector
3.	Collector	Minerals specified in Part-C of Schedule-I and Part-A of Schedule-II.	Where the area applied for is up to ten hectares.	Collector"

}

- # {21. **Extent of power to grant quarry lease -** Quarry Lease in respect of minerals specified in Schedule-I and Part-A of Schedule-II, shall be granted by the authority mentioned in column (2) for the minerals specified in column (3), subject to the extent as specified in the corresponding entry in column (4) and the electronic auction or electronic tendering as the case may be, shall be conducted by the authority mentioned in column (5) thereof, of the table below, -

TABLE

S. No.	Competent Authority for grant of licence/ lease	Minerals	Extent of Power to grant	Competent Authority for E-Auction/ E-tendering
(1)	(2)	(3)	(4)	(5)
1.	State Government	Minerals specified in Part-A and Part-B of	Full powers.	Director

		Schedule-I.		
2.	Director	Minerals specified in Part-C of Schedule-I and Part-A of Schedule-II.	Where the area applied for is more than ten hectares.	Collector
3.	Collector	Minerals specified in Part-C of Schedule-I and Part-A of Schedule-II.	Where the area applied for is up to ten hectares.	Collector”

}

22. Pending applications in relation to new minor minerals declared by the Government of India.- In relation to any mineral from minor minerals declared by notification dated 10th February, 2015 of Government of India, only on submission of amended application within sixty days from the date of enforcement of this rules shall be considered in accordance with this rules, in matters of pending applications of Mining Lease or Prospecting License submitted under sub-section (2) of Section 10A of the Act.

CHAPTER V

GRANT OF QUARRY LEASE IN RESPECT OF MINERALS SPECIFIED IN SCHEDULE-I AND PART-A OF SCHEDULE-II

23. Application for Quarry Lease.- # {An application for the grant of a Quarry Lease shall be made in Form-IX in triplicate, for the minerals specified in Schedule-I and in Part-A of Schedule-II } The application shall be affixed with a court fee stamp of the value of rupees five and shall contain the following particulars together with documents in support of the statement made therein, namely:-

- (i) If the applicant is an individual, his name, nationality, profession, caste educational qualification, age, residence, present address and financial status;
- (ii) If the applicant is a company, its name, nature and place of business, place of registration or incorporation, list of directors, their nationality, financial status and registration/incorporation certificate;

- (iii) If the applicant is a firm, its name, nature and place of business, place of residence of partners, their nationality, partnership deed, registration certificate and financial status;
- (iv) If the applicant is a society/association, its name, nature, place of working, list of members, their caste, educational qualification, nationality, registration, certificate, bye-laws and financial status of individual members;
- (v) A description illustrated by a map or plan showing, as accurately as possible, the situation and boundaries of the land in respect of which the Quarry Lease is required. Where the area is unsurveyed, the location of the area should be shown by some permanent physical feature, roads, tank, etc;
- (vi) Copy of latest khasrapanchsala;
- (vii) The minerals or mineral which the applicant intends to mine;
- (viii) The period for which the Quarry Lease is required;
- (ix) The purpose for which the extracted mineral is to be used;
- (x) Every application for the grant **#{ }** of a Quarry Lease shall be accompanied by an affidavit showing particulars of the areas mineral-wise in each district of the State, which the applicant or persons jointly with him-
 - (a) already hold under Quarry Lease;
 - (b) has already applied for, but not granted; and
 - (c) being applied for simultaneously;
- (xi) An affidavit to the effect that the applicant has, where the land is not owned by him, obtained surface rights over the area or has obtained the consent of the owner/owners for conducting mining operations:

Provided that no such affidavit shall be necessary where the land-rights are vested in the State Government;
- (xii) Every application for the grant **#{ }** of a Quarry Lease shall be accompanied by No Dues Certificate in Form-II, in respect of payment of mining dues payable under the Act or rules made there under from all the districts where the applicant holds or held Mineral Concessions, granted by the Mining Officer or Assistant Mining Officer or Officer-In-Charge of the mining section of the district:

Provided that it shall not be necessary for the applicant to produce the No Dues Certificate, if he has furnished an affidavit and such other evidence as may be required to the satisfaction of the concerned authority that he does not hold and has never held any Mineral Concession in any district of the State:

Provided further that the grant of No Dues Certificate shall not discharge a holder of such certificate from the liability to pay the mining dues which may be subsequently found to be payable by him under the Act or Rules made there under.

- (xiii) Every application for the grant of Quarry Lease shall be accompanied by a Prospecting report or the report indicating existence of mineral contents as per rule 6.
- (xiv) Every application for the grant or renewal of quarry lease confined to the depth of 6 meters over an area not exceeding five hectares, for the minerals specified in Part-B and Part-C of Schedule-I and Part A of Schedule-II, shall be accompanied by a Challan of rupees five thousand for spot inspection fee; and
- (xv) Before the disposal of pending applications for sanction of mining lease of any mineral, if such mineral is declared as minor mineral by notification of the Central Government under clause (e) of Section 3 of the Act, then for areas relating to such applications pending before the date of issue of notification of the Government of India, only on submission of amended application as per these rules within a period of sixty days such notification by the applicant mining lease shall be considered for sanction in accordance with these rules:

Provided that renewal of mining lease, sanctioned before enforcement of these rules, shall be done under these rules.

- # {23A. Grant of Quarry Lease.-** (1) Powers to Grant Quarry Lease: (a) The State Government shall have the powers to grant quarry lease for minerals specified in Part A and Part B of Schedule I through the process of electronic auction to be conducted by the Director.
- (b) The Director shall have the powers to grant quarry lease for minerals specified in Part C of Schedule I and Part A of Schedule II for an area of more than ten hectares through the process of electronic tendering to be conducted by the Collector.

(c) The Collector shall have the powers to grant quarry lease for minerals specified in Part C of Schedule I and Part A of Schedule II for an area upto ten hectares through the process of electronic tendering to be conducted by the Collector.

(2) Rights of Existing concession holders and applicants: (a) All applications received for the grant of quarry lease prior to the date of commencement of these amendment rules, shall become ineligible.

(b) Without prejudice to sub-rule (a), the following shall remain eligible on and from the date of commencement of these Amendment Rules:—

(i) where before the commencement of these Amendment Rules, prospecting licence has been granted in respect of any land for any mineral, the licensee shall have a right for obtaining a quarry lease in respect of that mineral in that land, if the Competent Authority is satisfied that the licensee :-

(I) has undertaken prospecting operations, to establish the existence of mineral contents in such land through pitting and drilling as required or has otherwise established the existence of minerals;

(II) has not become ineligible under the provisions of these Rules; and

(III) has not failed to apply for grant of quarry lease, within a period of ninety days after the expiry of the prospecting licence, or within such further period not exceeding six months as may be extended by the Director.

(ii) Where Letter of Intent (by whatsoever name called) or Grant order for quarrying has been issued by the Competent Authority, prior to the commencement of these Amendment Rules, subject to the fulfilment of the conditions laid down in the Letter of intent within a period of 180 days from the commencement of these Rules or such other period not exceeding further six months as decided by the Director.

(iii) Applications pending for renewal under Rule 38 of these Rules.

(3) Preliminary Procedure for Grant of Quarry Lease : (a)(i) The Competent Authority shall have the powers to suo-motu identify, demarcate and notify an area, where the existence of mineral contents of any minor mineral is established in the manner prescribed by the State Government for grant of Quarry lease through electronic auction or electronic tendering, as the case may be .

(ii) Other than the areas so identified in sub clause (i), applications may be received in Form-I by the Competent Authority in case of such areas where the existence of mineral contents of any minor mineral is established for the grant of Quarry lease;. Applications for minerals contained in Part A and Part B of Schedule I shall be received by the Director and applications for minerals contained in Part C of Schedule I and Part A of Schedule II shall be received by the Collector.

(b) The Competent Authority shall enter on it the date and time on which the application was received by him and process the area applied for e-auction or e-tendering, as the case may be, within a period of 60 days from the date of receipt of application. The e-auction or e-tendering, as the case may be, shall be notified by with publication of notice for auction on the departmental website. The details of the notification for e-auction or e-tendering, as the case may be, shall also be displayed on the notice board of the concerned District Collectorate, Zila Panchayat, Janpad Panchayat and Gram Panchayat of the district concerned.

(c) The State Government shall if it is of the opinion that it is necessary and expedient to do so, prescribe terms and conditions, procedure and bidding parameters in respect of categories of minerals, size and area of mineral deposits and a District or Districts, subject to which the e-auction or e-tendering shall be conducted:

Provided that the terms and conditions may include the reservation of any particular mine or mines for a particular end-use and subject to such condition which allow only such eligible end users to participate in the auction.}

24. Quarrying operation for minor minerals to be in accordance with quarry plan.-

(1) Quarrying operation shall be undertaken in accordance with the duly approved Quarry Plan.

(2) The Quarry Plan once approved, shall be valid for the entire duration of the lease.

(3) Modification of the approved Quarry Plan during the operation of a Quarry Lease also requires prior approval.

(4) Where quarrying operations have been undertaken before the commencement of **{these amendment rules}** without an approved quarrying plan, the holder of such Quarry Lease shall submit a quarry plan, within a period of one year from the date of commencement of these rules to the authorised officer in this behalf by the State Government for approval.

(5) The Quarry Plan shall incorporate, –

- (i) Name of the Applicant
- (ii) Address:-
 - City
 - District
 - Pin Code

- Phone Number
E-mail
- (iii) Status of Applicant
- (iv) Name of the Recognised Qualified Person preparing the Quarry Plan
Address:-
City
District
Pin Code
Phone Number
E-mail
- (v) Registration No. of Recognised Qualified Person or authorization of the State Government,
Date of Grant and Renewal
Valid up to
- (vi) Name and details of the Prospecting Agency
- (vii) Address:-
City
District
Pin Code
Phone Number
E-mail
- (viii) Whether area is prospected by the Directorate of Geology and Mining, if yes then enclose a certified copy of prospecting report.
- (ix) Location and Accessibility
Detail of the Area (with location map)
District, Tehsil, PatwariHalka Number, Village
Khasra Number/Compartment No.
Lease Area (Hectares)
Ownership
existence of public road/railway line, if any near by and approximate distance
Topo-sheet No. with latitude and longitude in case where the area is five hectares or more.
For area under reserve forest/protected forest, the area should be marked on forest map.
- (x) The area showing the nature and extent of the mineral body
- (xi) Spot or spots where the Quarrying operations are proposed and proposed maximum depth of quarrying operation.

- (xii) A tentative scheme of quarrying, annual program and plan for excavation from year to year for five years
- (xiii) The extent of manual quarrying or quarrying by the use of machinery and mechanical devices
- (xiv) Measures of protection of environment, especially against air and water pollution due to Quarrying operation
- (xv) Measures to be taken for reclamation of land
- (xvi) Quarrying Closure Plan (Not applicable in case of temporary permit).

25. Quarry Plan to be prepared by recognized qualified persons (RQP).-(1) No Quarry Plan shall be approved unless it is prepared by a recognized qualified person or authorized person as notified by the Director.

(2) Recognized Qualified person / Authorized person shall possess the following qualification and experience, namely:-

- (i) a degree in Mining Engineering or post-graduate degree in Geology from a University established or incorporated by or under a Central Act, or a State Act, including any institution recognised by the University Grants Commission established under Section 4 of the University Grants Commission Act, 1956 (3 of 1956) or any equivalent qualification granted by any University or Institution outside India; and
 - (ii) professional experience of three years in the field of mineral exploration /administration or mining after obtaining the degree or have been in the employment of the Directorate of Geology and Mining.
- (3) A Recognised Qualified Person/Authorised person may also carry out modifications of an existing Quarry Plan.

26. Approval of Quarry Plan.-(1) Every Quarry Plan submitted for approval, shall be accompanied with a non-refundable fee of rupees one thousand for every hectare or part thereof, of quarrying area covered under the Quarry Lease.

(2) Any person aggrieved by any order made or direction issued in respect of Quarry Plan by the officer authorised by the Director may, within thirty days of the communication of such order or direction may apply to the Director,

alongwith original treasury challan of rupees one hundred for revision of the order or direction:

Provided that any such application may be entertained after the said period of thirty days if the Director is satisfied that he had sufficient cause for not making the application within time.

(3) On receipt of any application for revision under sub-rule (2), the Director, after giving a reasonable opportunity of being heard to the aggrieved person, may confirm, modify or set aside the order made or direction issued by any officer who approved the Quarry Plan.

(4) The procedure enumerated above, shall *mutatis mutandis*, be followed for the disposal of such application.

27. Power to approve Quarry Plan.- The Quarry Plan shall be approved by any officer authorized by the Director for this purpose through a notification,

{Provided that quarry plan of minerals specified in Part B of Schedule I shall also be approved by the officers of Indian Bureau of Mines.}

28. Grant of recognition by Director.- (1) Any person possessing the qualifications and experience, referred to in rule 25, may apply for being recognised as a Recognised Qualified Person to the Director or any officer duly authorised by the Director.

(2) After making such enquiry as it deems fit, the Director or officers authorised by the Director, may grant or refuse to grant recognition and where recognition is refused, shall record reasons in writing and communicate the same to the applicant.

(3) Recognition shall be granted for an initial period of 5 years and may be renewed for a period of 5 years at a time:

Provided that the Director or officers authorised by the Director, may refuse to renew recognition for reasons to be recorded in writing after giving an opportunity of being heard to the person concerned.

(4) An appeal shall lie to the State Government against the order of the Director refusing to grant or renew an application for recognition and in cases where the order has been passed by the officers authorised by the Director the appeal shall lie to the Director whose decision shall be final.

(5) If Recognised Qualified Person uses false or fabricated data/information for preparation of Quarry Plan, the officer competent to grant recognition shall cancel the recognition of that Recognised Qualified Person or black list for preparation of Quarry Plan for a period of five years or both:

Provided that before cancellation of recognition or black listing, the Recognised Qualified Person should be given reasonable opportunity of being heard:

Provided further that an appeal shall lie to the State Government against the order of the Director regarding cancellation of the recognition of that Recognised Qualified Person and black listing for preparation of Quarry Plan and in cases where the order has been passed by the officers authorised by the Director the appeal shall lie to the Director whose decision shall be final.

(6) If Recognised Qualified Person uses false or fabricated data/information for preparation of Quarry Plan, he shall be punishable with imprisonment for a term which may extend to one year and with fine which may extend to twenty five thousand rupees.

(7) Any Quarry Plan prepared by using false or fabricated data/information shall be void and be of no effect.

29. Financial assurance.- (1) Financial assurance has to be furnished by every Quarry Leaseholder. The amount of financial assurance shall be rupees twenty five thousand per hectare or part thereof of the lease area.

(2) The financial Assurance shall be submitted in one of the following forms to the Collector or the Director, as the case may be,-

- (i) Letter of Credit from any scheduled bank; or
- (ii) Surety bond in Form-X;

(3) The lessee shall submit the financial assurance to the Collector or the Director, as the case may be, before execution of the lease deed.

(4) Where quarrying operations have been undertaken before the commencement of these rules the holder of such Quarry Lease shall submit financial assurance within a period of one year from the date of commencement of these rules.

(5) Release of financial assurance shall be effective upon the notice given by the Lessee for the satisfactory compliance of the provisions contained in the Quarry Closure Plan and certified by the Collector.

(6) If Collector has reasonable grounds for believing that the protective, reclamation and rehabilitation measures as envisaged in the approved Quarry Closure Plan in respect of which financial assurance was given has not been or will not be carried out in accordance with the Quarry Closure Plan, either fully or partially, the Collector shall give the Lessee a written notice of his intention to issue the orders for forfeiting the sum assured at least thirty days prior to the date of the order to be issued.

(7) Within thirty days of the receipt of notice referred to in sub-rule (6), if no satisfactory reply has been received in writing from the Lessee, the Collector shall pass an order for forfeiting the surety amount and a copy of such order shall be endorsed to the Director.

(8) Upon issuance of such order by the Collector, the Director may realise any letter of credit or surety bond; guarantee provided or obtained as financial assurance for the purpose of performance of protective, reclamation, rehabilitation measures and shall carry out those measures or appoint an agent to do so.

30. Area restriction on grant of Quarry Lease.- (1) For minerals Granite and Marble specified under Part-A of Schedule-I, the provisions of Granite Conservation and Development Rules, 1999 and Marble Development and Conservation Rules, 2002 respectively, shall apply.

(2) No person shall acquire one or more Quarry Lease, in respect of any mineral specified under Part-B and Part-C of Schedule-I and Part-A of Schedule-II, covering a total area, more than fifty hectares:

Provided that if the State Government is of opinion that in the interest of the development of any mineral, it is necessary so to do, it may, for reason to be recorded by it, in writing, permit any person to acquire one or more Quarry Lease covering an area in excess of the aforesaid total area:

Provided further that for cluster mining of minor mineral/minerals the maximum area shall not exceed five hundred hectares.

Explanation:- For the purposes of this clause a 'person' includes an individual, a Hindu undivided family, a company, a firm, an association of persons or a body of individuals, whether incorporated or not, a local authority, and every artificial juridical person.

(3) For minerals specified under Part-B of Schedule-I and except Serial No. 2 (Flagstone) of Part-C the minimum area shall not be less than one hectares. In case of Flagstone, and minerals specified in Part-A of Schedule-II, the minimum area shall not be less than 0.40 hectare.

Provided minimum area specified in this sub rule shall not apply for renewal of quarry leases granted before commencement of these rules.

31. Application Fee .- (1) There shall be paid a non-refundable application fee in respect of every application for grant or renewal of a Quarry Lease with respect to minerals specified in Schedule- I and minerals specified in Part-A of Schedule-II.

(2) A non-refundable application fee shall be deposited in the following manners;

S. No.	Area Applied	Fee
(1)	(2)	(3)
(i)	up to Five hectare	Rupees Five Thousand
(ii)	more than Five hectare	Rupees Ten Thousand

(3) The application fee shall be deposited in the Government Treasury under the revenue receipt head-

0853 Non ferrous Mining and Metallurgical Industry

{102} Mineral concession fees, rent and royalties.

(0278) Receipt from minor minerals

and the original treasury receipt Challan shall be attached with the application.

32. Officer authorised to receive applications. – The Deputy Director or Mining Officer or Assistant Mining Officer or in their absence any officer authorised by the Collector of the district shall receive the applications for grant or renewal of Quarry Lease for Minor Minerals and shall enter on it the date and time on which the application was received by him.

33. Availability of certain areas.- No application for Quarry Lease of minerals, mentioned in Schedule-I and Part-A of Schedule-II , shall lie for areas previously held or which are being held under a Mining/Quarry Lease or in respect of which the order had been made for the grant thereof, but due to any reason lease deed is not executed and in respect of which the order granting lease has been revoked or in respect of which an application for Quarry Lease has been rejected on the ground that the area should be reserved for any purpose, unless the date from which the area shall be available for grant is notified in the Official Gazette at least thirty days in advance:

Provided that the State Government may for reasons to be recorded in writing relax the provisions of this rule in a special case.

34. Reservation of areas for exploitation in the public sector, etc.- The State Government may, by notification in the Official Gazette, reserve any area for conservation, protection of environment, assessment of reserve by the State Government or for exploitation by the Government corporation established by the Central or the State Government or a Government Company within the meaning of sub-section (45) of Section 2 of the Companies Act, 2013 (No. 18 of 2013).

35. Acknowledgement of application.- (1) Where an application for the grant or renewal of a Quarry Lease is delivered personally, its receipt shall be acknowledged forthwith and where such application is received by registered post; and in other cases, the receipt shall be acknowledged within three days of the receipt.

(2) The receipt of every of such application shall be acknowledged under Form-III.

36. Register of application for Quarry Lease.- A register of applications for Quarry Lease shall be maintained by the Mining Officer or Assistant Mining Officer of the district in Form-XI.

37. Premature applications.- (1) Application for the grant of a Prospecting Licence, or Quarry Lease in respect of areas whose availability for grant is required to be notified under rule 33, shall, if,-

(i) no notification has been issued, under that Rule; or

(ii) where any such notification has been issued and the period specified in the notification has not expired,

then application shall be deemed to be premature and shall not be entertained.

(2) On request of applicant, the fee paid along with application as per sub-rule (1) shall be refunded.

(i) in sub-rule (1), for the punctuation full stop “.”, the punctuation “:” shall be substituted;

(ii) below sub-rule (1), the following shall be inserted, namely:-

"Provided the provision of this sub-rule, shall be applicable only in the case of quarry lease which was granted prior to the date of commencement of these Amendment Rules but shall not be applicable in cases in which period of quarry lease has been extended under sub rule (3) and (4) of rule 38A"; and

(iii) Sub-rule (2) and (3) shall be omitted.

38. Renewal of Quarry Lease.- (1) Every application for the renewal of a Quarry Lease shall be made at least one year before the date on which the lease is due to expire; and shall be disposed off before the expiry of lease and if the application is not disposed off within the said period, the lease shall be deemed to have been extended by a further period till final orders are passed on the renewal of application by the sanctioning authority,

{Provided the provision of this sub-rule, shall be applicable only in the case of quarry lease which was granted prior to the date of commencement of these Amendment Rules but shall not be applicable in cases in which period of quarry lease has been extended under sub rule (3) and (4) of rule 38A}

(2) # { omitted}

(3) # { omitted}

{**38A. Period of quarry lease.-** (1) On and from the date commencement of these Amendment Rules, all quarry leases for minerals specified in Part B of the Schedule I shall be granted for the period of fifty years.

(2) On and from the date of commencement of these Amendment Rules all quarry leases for minerals specified in Part A and Part C of the Schedule I and Part A of Schedule II shall be granted for the period of thirty years.

(3) All quarry leases granted before the commencement of these Amendment Rules, for minerals specified in Part B of the Schedule I shall be

extended and be deemed to have been extended up to a period ending on 31st March, 2020 with effect from the date of expiry of the period of renewal last made or till the completion of renewal period, if any, or a period of fifty years from the date of grant of such lease, whichever is later, subject to the condition that all the terms and conditions of the lease have been complied with:

Provided that the lease holder shall be granted the aforesaid right upon execution of a supplementary lease deed to that effect, to be executed within a period of one year from the commencement of these Rules. The Director shall have the powers to extend this period for a further period of six months for reasons to be recorded in writing.

(4) All quarry leases granted before the commencement of these Amendment Rules for minerals specified in Part A and Part C of the Schedule I and Part A of Schedule II shall be extended and be deemed to have been extended up to a period ending on the 31st March, 2020 with effect from the date of expiry of the period of renewal last made or till the completion of renewal period, if any, or a period of thirty years from the date of grant of such lease, whichever is later, subject to the condition that all the terms and conditions of the lease have been complied with:

Provided that the lease holder shall be granted the aforesaid right upon execution of a supplementary lease deed to that effect, to be executed within a period of one year from the commencement of these Rules. The Director shall have the powers to extend this period for a further period of six months for reasons to be recorded in writing.

(5) On the expiry of the lease period, if the mineral resource is still available in the area; the lease shall be put to auction or tendering, as the case may be, as per the procedure specified in these Rules.}

{39. Grant of Quarry Lease through electronic auction.- (1) Pre-requisites for electronic auction of Quarry Lease.—

- (a) The Competent Authority may initiate an auction process for grant of a quarry lease with respect to an area within the State in accordance with the provisions of these Rules.
- (b) The Competent Authority shall, prior to issuance of the notice inviting bids with respect to auction, identify and demarcate the area where a quarry lease is proposed to be granted through an auction on the basis of a demarcation report obtained from concerned revenue officials and forest officials.

(2) Procedure for e-Auction for quarry lease:-

- (a) Eligibility for quarry lease.
 - (i) for the purpose of participating in the auction of quarry lease, an applicant shall meet all the requirements as specified in Rule 5.
 - (ii) the eligibility for participating in the e-auction shall be determined as per the terms and conditions of eligibility for participating in the e-auction and the

successful bidder shall be decided solely on the basis of financial bids submitted by the eligible bidders.

(b) Electronic Auction.-

- (i) The electronic auction shall be conducted only through a two stage forward ascending auction on an online electronic auction platform.
- (ii) The Competent Authority shall utilise any online electronic auction platform which meets the minimum technical and security requirements as specified in the Guidelines for compliance to Quality requirements of e-Procurement Systems issued by the Standardisation Testing and Quality Certification Directorate, Department of Information Technology, Ministry of Communications and Information Technology, Government of India.

(c) Bidding parameters.-

- (i) There shall be a price fixed to be called the “reserve price” which shall be twenty percent of the notified royalty for the particular mineral; an amount in Rupees per cubic metre/metric ton or any other standard unit of mineral despatched.
- (ii) The bidders shall quote, over and above the reserve price, for the purpose of payment to the State Government, an amount in Rupees per cubic metre/metric ton or any other standard unit of mineral despatched from the lease area as 'auction money'.
- (iii) Where an area is being auctioned for more than one mineral through electronic auction, auction money for the quantity of mineral despatched as quoted by the successful bidder under sub-rule (ii) shall be applicable for the purpose of payment to the State Government in respect of each such mineral.
- (iv) The auction money shall be payable to the State Government on a monthly basis on the mineral being despatched every month. The rate offered by the bidder and accepted in e-auctioning process shall be subject to price escalation linked to the Wholesale Price Index from the financial year in which the mineral despatch begins with the year in which auction was conducted being the base year.
- (v) If subsequent to the grant of a quarry lease, one or more new minerals are discovered, the auction money for the quantity of mineral despatched as quoted by the successful bidder under sub-rule (ii) shall be applicable for the purpose of payment to the State Government in respect of each such mineral.

(d). Bidding Process.-

- (i) The Competent Authority shall issue a notice for auction, published on the departmental website, to commence the auction process. The details of the notice for auction shall also be displayed on the notice board of the concerned District Collectorate, Zila Panchayat, Janpad Panchayat and Gram Panchayat of the district concerned and such notice shall contain brief particulars regarding the area under auction, including,-
 - (I) particulars of the area identified and demarcated using demarcation report from concerned revenue officials divided into revenue land, forest land and private land; and
 - (II) brief particulars regarding evidence of mineral contents with respect to all minerals discovered in the area .

- (ii) The auction document issued by the Competent Authority shall contain,-
 - (I) report and details of the minerals available in the area;
 - (II) revenue survey details of the area identified and demarcated using demarcation report from concerned revenue officials divided into forest land, revenue land and private land.
- (iii) The bidders shall be provided a fixed period to study the auction documents.
- (iv) The bidding process shall commence after a period of 21 days from the date of publication of the notice for auction. The auction shall be an ascending forward online electronic auction.
- (v) For the Stage I, the Bidders shall be required to submit the Technical Bid; and initial price offer, which will have to be above the reserve price. The Technical Bid shall be evaluated to ascertain compliance of the Bidder with the eligibility conditions.
- (vi) Only those Bidders, who are found to be eligible in accordance with the prescribed eligibility conditions, shall be declared as the **“Technically Qualified Bidders”**.
- (vii) The highest initial price offer amongst the Technically Qualified Bidders quoted above the reserve price shall be the floor price for the stage-II of online electronic auction.
- (viii) (I) After opening of the Initial Price of the bid documents (Initial Price Bid), the Initial price bids shall be arranged in descending order and the technically qualified Bidders holding the first fifty percent of the ranks (with any fraction rounded off to higher integer) or the top five technically qualified bidders, whichever is higher, shall qualify as qualified bidders for participating in the stage two bidding. Only the Qualified Bidders shall be eligible to participate in the stage II of the bid process, i.e, online forward auction.
 - (II) If the number of technically qualified bidders is less than five then all the technically qualified bidders shall be considered as qualified bidders.
 - (III) In the event of identical initial price offers being submitted by two or more technically qualified bidders, all such technically qualified bidders shall be assigned the same rank for the purposes of determination of qualified bidders and in such case, the afore mentioned fifty percent shall stand enhanced to fifty percent plus the number of technically qualified bidders whose initial price offers are identical less the number of such identical initial price offers.
- (ix) The bidder who gives the highest final price offer shall be declared as the preferred bidder.
- (3) Right of first refusal to the owner of seventy five percent or more of the area of lease: Where an auction is notified by the Competent Authority for any land consisting of private land, either wholly or partly, in that case the highest price offer given by any bidder shall be disclosed and the owner of a private land, who participated in the bidding process and who owns seventy five percent or more of the area of lease shall have the Right of first Refusal. Upon acceptance of the highest final price offer, such owner of private land shall be declared as the Preferred Bidder. Otherwise, on refusal by such an owner of private land, the bidder with the highest final price offer shall be declared as the preferred bidder:

Provided that, the owner of private land shall exercise his right of first refusal, to be given in writing, within seven working days from the date of announcement of the highest price offer for the said area put on auction. If he fails to do so within the said period he shall be deemed to have exercised his Right of refusal.

- (4) Right of First Refusal to the holder of the lease: On the expiry of the lease period, the lease area shall be put up for electronic auction as per the procedure specified in these Rules. Power of right of first refusal shall be given to the holder of said lease on participation in the auction.
- (5) If at any stage of the auction process only one valid bid is given then the Competent Authority shall have the powers to extend the bid due date by another seven days and if again one bid is given then the Competent Authority shall have the powers to accept the same. The Competent Authority shall have the right to annul the auction at any stage for reasons to be recorded in writing.”

39A. Grant of Quarry Lease through Electronic tender.- (1). Pre-requisites for electronic tender of quarry lease- (a) The Competent Authority may initiate the tender process for grant of a quarry lease with respect to an area within the State in accordance with the provisions of these Rules.

(b) The Competent Authority shall, prior to issuance of the notice inviting tender with respect to tender, identify and demarcate the area where a quarry lease is proposed to be granted through tender on the basis of a demarcation report obtained from concerned revenue officials and forest officials.

(2) Procedure for Electronic tendering of Quarry Lease.—

(a) Eligibility for Quarry Lease.-

- (i) For the purpose of participating in the E-tendering of quarry lease, an applicant shall meet all the requirements as specified in Rule 5.
- (ii) The eligibility for participating in the process shall be determined as per the terms and conditions of eligibility for participating in the tender and such eligible bidders shall be called **technically qualified bidder**. The Successful Bidder shall be decided solely on the basis of financial bids submitted by the technically qualified bidders.

(b) Electronic Tender.-

- (i) The tender shall be conducted only through an online electronic platform.
- (ii) The Collector shall utilise any online electronic platform which meets the minimum technical and security requirements as specified in the Guidelines for compliance to Quality requirements of e-Procurement Systems issued by the Standardisation Testing and Quality Certification Directorate, Department of Information Technology, Ministry of Communications and Information Technology, Government of India.

(c). Bidding parameters.-

- (i) There shall be a price fixed to be called the reserve price which shall be twenty percent of the notified royalty for the particular mineral; an amount in Rupees per cubic metre /metric ton or any other standard unit of mineral despatched

- (ii) The bidders shall quote, over and above the reserve price, for the purpose of payment to the State Government, an amount in Rupees per cubic metre /metric ton or any other standard unit of mineral despatched from the lease area as 'auction money'.
- (iii) The auction money shall be payable to the State Government on a monthly basis on the mineral being despatched every month. The rate offered by the bidder and accepted in electronic tendering process shall be subject to price escalation linked to the Wholesale Price Index from the financial year in which the mineral despatch begins with the year in which auction was conducted being the base year.
- (iv) Where an area is being allotted for more than one mineral through Electronic-tendering, auction money for the quantity of mineral despatched as quoted by the successful bidder under sub-rule (ii) shall be applicable for the purpose of payment to the State Government in respect of each such mineral.
- (v) If subsequent to grant of a mining lease, one or more new minerals are discovered, the auction money for the quantity of mineral despatched as quoted by the successful bidder under sub-rule (ii) shall be applicable for the purpose of payment to the State Government in respect of each such mineral.
- (d) Bidding Process.-
 - (i) The Competent Authority shall issue a notice inviting tender, published on the departmental website, to commence the e tender process. The details of the notification for e-tender shall also be displayed on the notice board of the concerned District Collectorate, Zila Panchayat, Janpad Panchayat and Gram Panchayat of the district concerned and such notice shall contain brief particulars regarding the area under e-tender, including,-
 - (I) particulars of the area identified and demarcated using demarcation report from concerned revenue officials divided into revenue land, forest land and private land; and
 - (II) brief particulars regarding evidence of mineral contents with respect to all minerals discovered in the area.
 - (ii) The tender document issued by the competent authority shall contain,-
 - (I) report and details of the minerals available in the area;
 - (II) revenue survey details of the area identified and demarcated using demarcation report from concerned revenue officials divided into forest land, revenue land and private land.
 - (iii) The bidders shall be provided a fixed period to study the tender document .
 - (iv) The bidding process shall commence after a period of twenty one days from the date of publication of the notice inviting tender. The electronic tender shall be an electronic tendering process on electronic platform. .
 - (v) The bidder who gives the highest final price offer shall be declared as the preferred bidder.
 - (vi) In the event of identical initial price offers being submitted by two or more technically qualified bidders, the bid submitted prior in time shall be declared as the preferred bid. The Competent Authority shall have the right to annul the auction at any stage for reasons to be recorded in writing.

- (3) Right of first refusal to the owner of seventy five percent or more of the area of lease: Where an electronic tender is notified by the Competent Authority for any land consisting of private land, either wholly or partly, in that case the highest price offer given by any bidder shall be disclosed and the owner of a private land who participated in the bidding process and who owns seventy five percent or more of the area of lease shall have the Right of first Refusal. Upon acceptance of the highest final price offer, such owner of private land shall be declared as the preferred bidder. Otherwise on refusal by such an owner of private land the bidder with the highest final price offer shall be declared as the preferred bidder:

Provided that, the owner of private land shall exercise his right of first refusal, to be given in writing, within seven working days from the date of announcement of the highest price offer for the said area put on auction. If he fails to do so within the said period he shall be deemed to have exercised his Right of refusal.

- (4) Right of first refusal to the holder of the lease: On the expiry of the lease period, the lease shall be put up for electronic tendering as per the procedure specified in these Rules. Power of right of first refusal shall be given to the holder of said lease on participation in the tender.
- (5) If at any stage of the tender process only one valid bid is given then the Competent Authority shall have the powers to extend the bid due date by another seven days and if again one bid is given then the Competent Authority shall have the powers to accept the same. The Competent Authority shall have the right to annul the auction at any stage for reasons to be recorded in writing.}

40. Reasons for refusal to be recorded .- (1) The Sanctioning Authority may, after giving an opportunity of being heard and for reasons to be recorded in writing and communicated to the applicant, refuse to grant or renew a Quarry Lease over the whole or part of the area applied for.

(2) An application for the grant or renewal of a Quarry Lease made under rule 23, shall not be refused by the Sanctioning Authority only on the ground, that Form-IX, is not complete in all material particulars by the documents referred to in sub-clause (xi) and (xii) of rule 23.

(3) Where it appears that the application is not complete in all material particular or is not accompanied by the required documents, the Sanctioning Authority, shall by a notice require the applicant to supply the omission or, as the case may be, furnish the documents, without delay and in any case not later than thirty days from the date of receipt of the said notice by the applicant.

41. Register of Quarry Leases.-(1) A register of Quarry Leases shall be maintained by the Mining Officer/Assistant Mining Officer in Form-XII.

(2) The register of application for Quarry Leases and the register of Quarry Leases shall be available for inspection by any person on payment of the following fee, namely:-

(a) rupees fifty for first hour or part thereof; and

(b) rupees fifty for subsequent hour or part thereof.

(3) The fee under sub-rule (2) shall be deposited in the same manner as prescribed in sub-rule (3) of rule 31.

{42. Grant Order of Quarry Lease.— (1) Upon completion of the auction/ tendering process, the preferred bidder shall submit a performance security in the manner specified in sub-rule (2) of Rule 46 and upon receipt of such performance security, the Sanctioning Authority shall issue a letter of intent or grant order to the preferred bidder.

(2) On receipt of the letter of intent the preferred bidder shall be considered to be the successful bidder upon fulfilment of the following conditions, namely:—

(a) compliance with all the terms and conditions of eligibility;

(b) obtaining all consents, approvals, permits, no-objections and the like as may be required under applicable laws for commencement of quarry operations;

(c) consent of land owner/owners for private land; and

(d) submitting the quarry plan, prepared and approved as per Rule 24.

(3) Upon fulfilment of the conditions specified in sub-rule (2), the Sanctioning Authority shall grant a Quarry Lease to the successful bidder and such Quarry Lease shall be subject to the provisions of these rules, as applicable to a mining lease.

(4) The minimum area for grant of a Quarry Lease shall not be less than the minimum area for which a mining lease may be granted in accordance with the provisions of these Rules and the maximum area shall be in accordance with these Rules.

(5) Letter of intent shall be deemed to be cancelled, if preferred bidder is unable to fulfil the conditions specified in sub rule (2) within a period of one year for forest land and six months for non forest land from the date of issue of letter of intent and performance security shall be forfeited:

Provided that the director may extend additional period of six months in the period of sub rule (5), if preferred bidder has sufficient reason for not fulfilling the conditions of sub-rule (2) within time.}

43. Period of Quarry Lease.-(1) The period for which a Mining Lease/Quarry Lease may be granted #{} shall be as shown in the table below,-

TABLE

S.no.	Name of the Minerals	Period
(1)	(2)	(3)
1.	Minerals Specified in Part A of Schedule I	Thirty Years
2.	Minerals Specified in Part B of Schedule I	Fifty Years
3.	Minerals specified in Part C of Schedule I and Part A of schedule II	Thirty Years”

44. Aggregate holding area of limestone (minor mineral), marble and flag stone.-

No lessee shall ordinarily hold in aggregate more than fifty hectares area of Limestone (Minor Mineral), Marble and Flag stone in the State.

Explanation: - The above limit shall ordinarily be applicable in renewal cases also.

45. Boundaries below the Surface.-The boundaries of the area covered by a Quarry Lease shall be vertically downward below the surface towards the centre of the Earth.

- # {46. Bid and performance security for Quarry Lease.-(1)** Bid Security shall be an amount mentioned in Schedule V and VI, as may be applicable, to be submitted by all bidders in the auction.
- (2) The preferred bidder shall provide a Performance Security of the amount as mentioned in Schedule V and VI as may be applicable, immediately after the auction is complete and in any case within seven days after announcement as the preferred bidder through a demand draft or a bank guarantee valid for a period of three years to be renewed from time to time so as to be valid throughout the period of the lease."
- (3) The performance security may be invoked as per provisions of the Quarry Lease Deed.}

47. Lease to be executed within ninety days.-(1) Where a Quarry Lease is granted or renewed, the lease deed in Form-XIII shall be executed and registered under the Indian Registration Act, 1908 (No. 16 of 1908) within a period of ninety days of the order of sanction of the lease and if no such lease is executed within the aforesaid period, the order sanctioning the lease shall be deemed to have been revoked and in that event the application fee paid shall be forfeited to the State Government.

(2) Where the lessee is unable to execute the lease deed within a period of ninety days from the date of the order, he may submit an application to the Director explaining the reason for the same before the expiry of the said period.

(3) Every application under sub rule (2) shall be accompanied by non-refundable fee of Rupees Five Hundred.

(4) The Director may, on receipt of an application made under sub-rule (2) on being satisfied on the adequacy and genuineness for the non-execution of the deed, pass an order for extension of the period of execution of deed.

(5) The Collector shall send copy of every lease deed along with the plan to the respective Janpad Panchayat and shall intimate the full details of area to the respective gram panchayat.

48. Survey of the area leased.- (1) When a Quarry Lease is granted over any area, arrangement shall be made by the Deputy Director or Mining Officer or Assistant Mining Officer at the expense of the lessee for the preparation of map on tracing cloth showing co-ordinates of the area granted and the demarcation of the area granted under the lease, after collecting a fee calculated according to the rates specified in the table below:-

TABLE

S. No.	Area	Rates of fees
(1)	(2)	(3)
(a)	Area not exceeding 20 hectares	Rupees five hundred per hectare or part thereof subject to a minimum of rupees one thousand.
(b)	Area exceeding 20 hectares	Rupees one thousand per hectare or part thereof.

(2) The lessee shall erect and maintain at his own expense, boundary pillars of substantial material, standing not less than one meter above the surface of the ground at each corner or angle in the line of the boundary, delineated in the plan attached to the lease deed, co-ordinates should be marked on all the corner pillars.

(3) The maximum distance between any two successive boundary pillars should not be more than 100 meter.

(4) The fee under sub-rule (1) shall be deposited in the revenue receipt head as mentioned in sub-rule (2) of Rule 7.

49. Rent and Royalty.- (1) When a Quarry Lease is granted or renewed,-

- (a) dead Rent shall be charged at the rated specified in Schedule-IV;
- (b) royalty except for limestone shall be charged at the rates specified in Schedule- III;
- (c) rate of royalty on limestone shall be the same as fixed by the Government of India, from time to time, for other limestone in Schedule-II of the Act;
- (d) surface rent shall be charged at the rates specified by the Collector of the district, from time to time, for the area occupied or used by the lessee.

(2) On and from the date of commencement of these rules, the provisions of sub-rule (1) shall also apply to the leases granted or renewed prior to the date of such commencement and subsisting on such date.

(3) If the lease permits the working of more than one mineral in the same area separate Dead Rent in respect of each mineral may be charged:

Provided that the lessee shall be liable to pay the Dead Rent or royalty in respect of each mineral, whichever is higher in amount;

(4) Notwithstanding anything contained in any instrument of the lease, the lessee shall pay Royalty/Dead Rent in respect of any mineral removed and/or consumed at the rate specified from time to time in Schedule III and IV.

(5) The State Government, by notification in the Official Gazette, may amend Schedules III and IV, so as to enhance or reduce the rate at which Royalty/Dead Rent shall be payable in respect of any mineral with effect from the date of publication of the notification in the Official Gazette:

Provided that the State Government shall not enhance the rate of Royalty/Dead Rent, in respect of any mineral more than once during any period of three years.

(6) On declaration of any mineral as minor minerals under clause (e) of Section 3 of the Act by the Government of India, rates of dead rent/ royalty notified by the Central Government for said minerals shall be effective till rates are notified

for the said minerals in Schedule-III and IV by the State Government. This provision shall also be applicable on minerals declared minor minerals by notification dated 10th February 2015 of Government of India.

50. District Mineral Foundation.- (1) For any district affected by operations relating to mining, the State Government shall by notification establish non-profit earning "District Mineral Foundation" under Section 9 B of the Act.

(2) The object of District Mineral Foundation shall be to work for benefit and profit of area and person affected from operations relating to mining in such manner as may be prescribed by the State Government.

(3) Formation and work of District Mineral Foundation shall be such as may be prescribed by the State Government.

{ (4) The holder of quarry lease shall, in addition to the royalty, pay to the District Mineral Foundation Trust of the district in which quarrying operations are carried on, contribution at the rate specified in the table given below,-

TABLE

S.No	Category of Lease	Contribution to District Mineral Foundation Trust			
		Before amendment to these Rules		After amendment to these Rules	
		Minerals in Part B schedule-I	Minerals in Part A & C schedule-I & Part A schedule-II	Minerals in Part B schedule-I	Minerals in Part A & C schedule-I & Part A schedule-II
(1)	(2)	(3)	(4)	(5)	(6)
1.	Quarry lease Allotted without Auction	Thirty Percent	Five Percent	Thirty Percent	Thirty Percent
2.	Quarry lease Allotted with Auction	N.A.	N.A.	Ten Percent	Ten Percent
3.	Temporary Permit	N.A.	N.A.	Thirty Percent	Thirty Percent}

(5) Amount to be paid as per sub-rule (4) to the District Mineral Foundation shall be payable from the figures, words and punctuation #{12th January, 2015} of this rule.

CHAPTER VI QUARRY LEASE-GENERAL CONDITIONS

51. Conditions of Quarry Lease.- (1) Every Quarry Lease shall be subject to the following conditions, namely:-

- (a) The lessee shall pay, for every year except for the first year of the lease, yearly Dead Rent at the rates specified in the Schedule IV, in advance for the whole year, on or before the 20th day of the first month or the year;
- (b) The lessee shall pay the Dead Rent or Royalty in respect of each mineral whichever is higher in amount but not both. Such royalty shall be paid in respect of quantities of mineral intended to be consumed or transported from the leased area no sooner the amount of Dead Rent already paid equals the royalty on mineral consumed or transported by him. The Dead Rent or royalty shall be deposited in the Government Treasury under the following revenue receipt head, namely:-

0853	Non ferrous Mining and Metallurgical Industry
{102}	Mineral concession fees, rent and royalties.
(0278)	Receipt from minor minerals

{(bb) lessee of the lease granted through auction/tender shall also pay the auction money, at the rate of approved auction money, for the mineral dispatched from the lease area per month.}

- (c) The lessee shall also pay for the surface area occupied or used by him for the purposes of mining operations and surface rent in advance for the whole year on or before the 20th day of the first month every year;
- (d) Notwithstanding any other action that may be taken in case of default in payment of dues as specified in clause #{(a),(b),(bb),(c)} within time under these rules or under any other condition of the lease, the lessee shall pay interest at the rate of 24% per annum or

equivalent to the rate of interest prescribed under rule 64A of the Mineral Concession Rules, 1960, whichever is higher for all defaulted payments of #{Dead Rent, royalty, auction money and surface rent}.

- (2) If any mineral, not specified in the lease is discovered in the leased area, the lessee shall report such discovery without delay to the Collector and shall not win or dispose off such mineral without obtaining a lease therefore. If he fails to apply for such a lease within a period of ninety days of the discovery of the mineral, the Competent Authority may sanction lease of such mineral, to any other person, who applied for it.
- (3) The lessee shall not pay wages, less than the minimum wages prescribed by the State or the Central Government under the Minimum Wages Act, 1948 (No. 11 of 1948), from time to time.
- (4) The lessee shall take all measures for planting not less than twice the number of trees destroyed by reasons of mining operation in addition to restoring and leveling the land in mined out area or any other area selected by the Collector.
- (5) The lessee shall commence mining operation within one year from the date of execution of the lease deed and shall thereafter conduct such operations in a proper, skillful and workman-like manner.
- (6) Subject to the provision under these rules, where mining operations have not commenced within a period of one year from the date of execution of the lease deed or discontinued for #{a cumulative period of one year} after commencement of such operation, the Sanctioning Authority may, by an order, declare the Quarry Lease as lapsed and communicate the declaration to the lessee.
- (7) Where the lessee is unable to commence mining operation for a period exceeding one year or unable to continue mining after commencement for #{a cumulative period of one year}, 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.

(8) There shall be paid, in respect of every application under sub-rule (7), a non-refundable fee of rupees five hundred, deposited in the Government treasury under the receipt head prescribed in sub-rule (3) of Rule 31 .

(9) The Sanctioning Authority of the lease shall, on receipt of an application made under sub-rule (7) and on being satisfied about the adequacy and genuineness of the reason for the non-commencement of mining operations or discontinuance thereof, pass an order before the date on which the lease would have otherwise lapsed, extended or refusing to extend the period of the lease:

Provided that where the Sanctioning Authority on receipt of application under sub-rule (7), does not pass any order before the expiry of the date on which the lease would have otherwise lapsed, the lease shall be deemed to have been extended until the order is passed by the concerned authority or for a period of one year, whichever is earlier.

(10) Where non-commencement of the mining operation is on account of delay in,-

(i) acquisition of surface rights, or

(ii) getting the possession of the leased area, or

(iii) supply or installation of machinery, or

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

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

(11) The lessee shall, at his own expense, erect, maintain and keep in good repairs boundary marks and boundary pillars necessary to indicate the demarcation shown in the plan, at all times.

(12) The lessee shall not carry on or allowed to be carried on, any Mining operations in an area (areas) restricted as per sub-rule (2) of rule 5.

(13) The lessee shall keep correct accounts showing the quantity and other particulars of all minerals obtained from the mine, date wise and quantities of dispatches/consumptions from the lease hold, the price obtained for such minerals, the name of the purchaser, the receipts for money received, the

number or persons employed therein and shall allow all officers of the Directorate of Geology and Mining and any officer authorised by the Zila Panchayat/Janpad Panchayat/Gram Panchayat, in this behalf, to examine at any time any accounts and record maintained by him and shall furnish to the Collector and respective Zila Panchayat/Janpad Panchayat/Gram Panchayat such information and returns as may be required.

(14) The lessee shall issue a transit pass, in Form-1 of the Chhattisgarh Minerals (Mining, Transportation and Storage) Rules, 2009, to accompany every carrier for every trip carrying mineral or product or products from leased area. The transit pass shall be prepared in duplicate in a book form. Duplicate copy shall be given to the driver of the carrier, after making the necessary entries. The Mining Officer shall issue the transit pass book, duly stamped and signed by him, on an application made by the lessee in Form-XIV. The lessee shall surrender all previous duplicate copies of used transit pass books together with unused transit pass books issued to him before the royalty is paid by him under clause (b) of sub-rule (l) and fresh transit passes are issued. The Mining Officer shall keep proper accounts of issued and used duplicate transit passes. The Mining Officer will keep proper accounts of issued and used duplicate transit pass books and unused transit pass books deposited back by the lessee.

(15) Whosoever transports minerals or their products like bricks, tiles lime, dressed stone, blocks, Slabs, tiles, chips stone dust and ballast etc. without a valid pass under Form-I of the Chhattisgarh Minerals (Mining, Transportation and Storage) Rules, 2009, or where the transit pass is found to be incomplete, distorted or tampered with, the Collector, Additional Collector, Chief Executive Officer of the Zila Panchayat/Janpad Panchayat and Gram Panchayat, Deputy Director, Mining Officer, Assistant Mining Officer or Mining Inspector may seize the mineral or its products together with all tools and equipment and the vehicle used for transport:

Provided that the provisions of this sub-rule shall not apply for the purposes of clause (i) of rule 3.

(16) The Collector, Additional Collector, Chief Executive Officer of Zila/Janpad Panchayat and Gram Panchayat, Joint Director, Deputy Director or Mining Officer, by an order in writing, may impose a penalty up to a maximum of rupees ten thousand but not less than rupees five thousand.

- (17) The seized mineral, its products, tools, equipment and vehicle may be released when the penalty so imposed is deposited.
- (18) If the penalty so imposed is not paid within 15 days from the date of the order of imposing the penalty, all the minerals, its product, tools equipment and vehicles etc. so seized shall stand forfeited and shall become the property of the State Government.
- (19) The lessee shall submit the records, books and accounts, for the purpose of assessment of royalty, to the concerned Assessing Authority, within thirty days from 30th June/31st December or whenever demanded by the Assessing Authority through a notice in writing. On failure, a penalty of one thousand rupees may be imposed for every month till the production of the said record.
- (20) The lessee shall,-
- (a) Submit by the 10th day of every month, to the Collector and Gram Panchayat, a return in Form XV giving the total quantity of mineral/minerals raised, removed/consumed in previous month;
 - (b) Submit on or before 15th day of July and January, to the Collector, half yearly returns upto June and December in Form-XVI;
 - (c) Submit by the 31st January of every year, to the Collector a statement giving information under Form-XVII regarding quantity and value of mineral/minerals raised /removed/consumed during last calendar year, average number of labourers employed (men and women separately) and the number of days worked.
 - (d) In case the lessee fails to submit the information in period/date as prescribed in clause (a), (b) and (c), a penalty of five hundred rupees per month or part thereof, shall be imposed till the said information in prescribed form is produced.
- (21) The lessee shall strengthen and support to the satisfaction of Railway Administration or the sanctioning authority, as the case may be, any part of mine which in its opinion requires such strengthening or support for the safety of any railway, bridge, national highway, reservoir, tank, canal, or any other public works or buildings.
- (22) If the lessee or his transferee or assignee does not allow entry or inspection under sub-rule (23), the sanctioning authority shall cancel the lease and forfeit, in whole or in part, the security deposit paid by the lessee under rule 46.

(23) (i) The lessee shall allow officers authorised by the State or the Central Government and any officer authorised by the Zila Panchayat/Janpad Panchayat/Gram Panchayat to enter upon any building, excavation or land comprised in the lease for the purpose of inspecting the same.

(ii) Every owner, agent or manager of a mine shall provide all necessary facilities to the persons deputed by the State Government for the purpose of undertaking research or training in matters relating to mining operations.

(24) The lessee shall immediately provide to the Director General, Mines Safety of Government of India at Dhanbad, the Controller General of Indian Bureau of Mines of Government of India at Nagpur and the District Magistrate of the district in which the mine is situated, a notice under Form-XVIII appended to these rules, and shall comply with provisions mentioned in Mines Act, 1952 and rules and regulations made thereunder at the time when,-

- (a) the working in the mine extends below superjacent ground; or
- (b) the depth of any open cast excavation measured from its highest to the lowest point exceeds 6 meters; or
- (c) the number of persons employed on any day exceed 50; or
- (d) any explosive are used.

(25) The State Government shall, at all times, have the right of pre-emption of the minerals won from the land, in respect of which the lease has been granted:

Provided that a fair market price prevailing at the time of pre-emption shall be paid to the lessee, for all such minerals.

(26) In case of breach by the lessee or his transferee or assignee, of any of the conditions specified in sub-rule (1), (3), (4), (11), (12), or (13) of this rule, the Collector/Additional Collector shall give notice in writing to the lessee or his transferee or his assignee to show cause as to why such breach should not be penalized and directing him to remedy the breach within a period of thirty days from the date of the notice. On failure to show proper cause or if the breach is not remedied within such period, the sanctioning authority, without prejudice to any other action, shall determine the lease and forfeit, in the whole or in part, the security deposit or may alternatively receive from the lessee such penalty for the breach not exceeding four times the amount of the yearly Dead Rent as

mentioned in column 5 of Schedule-IV but in any case shall not be less than rupees ten thousand, as the lessor may fix.

(27) In case of breach of any conditions of the lease, by the lessee or his transferee or assignee, the sanctioning authority shall require the lessee to pay a penalty not exceeding an amount equivalent to twice the amount of annual Dead Rent as mentioned in column 5 of Schedule-IV but in any case shall not be less than rupees five thousand.

(28) A Quarry Lease may contain such other conditions as the sanctioning authority may deem necessary in regard to the following, namely,-

- (a) the time limit, mode and place of payment of #{rents, royalties and auction money};
- (b) the compensation for damage to the land covered by lease;
- (c) the felling of trees;
- (d) the restriction of surface operation in any area prohibited by any authority;
- (e) the notice by lessee for surface occupation;
- (f) the facilities to be given by the lessee for working other minerals in the leased area or adjacent areas;
- (g) the entering and working in an reserved or protected forest;
- (h) the security of pits and shafts;
- (i) the reporting of accidents;
- (j) the indemnity to State Government against claims of third parties;
- (k) the maintenance of sanitary conditions in the mining area;
- (l) the delivery of possession over lands and mines on the surrender, expiration or determination of the lease;
- (m) the forfeiture of property left after determination of the lessee;
- (n) the power to take possession of plant, machinery, premises, and mines in the event of war or emergency;
- (o) the manner in which rights of third parties may be protected (whether by way of payment of compensation or otherwise) in cases

where any such party is prejudicially affected by reason of any mining operation;

- (p) the manner in which rehabilitation of flora and other vegetation such as trees, shrubs etc, destroyed by reason of any Mining Operation, shall be made in the same area or in any other areas selected by the State Government, by way of reimbursement of the cost of rehabilitation or otherwise, by the person holding the Quarry Lease;
- (q) the construction, maintenance and use of roads, power transmission lines, tramways, railways, aerial rope ways, pipelines and making of passage for water for mining purposes on any land comprised in a mine or other mineral concessions.

52. Special conditions. - A Quarry Lease may contain any other special conditions as may be specified by the State Government.

53. Establishment of cutting and polishing units.- (1) Notwithstanding anything contained in sub-rule (5) of rule 51, in respect of Quarry Leases of minerals specified in Schedule-I, granted for the establishment of a cutting and polishing unit, if the unit is not established within a period of one year, from the date of execution of lease/leases in the State, the said lease/leases shall be deemed to be terminated.

(2) Where the lessee is unable to establish cutting and polishing unit within one year from the date of execution of lease/leases, he may submit an application to the Director explaining the reason for the same before the expiry of the said period.

(3) Every application under sub-rule (2) shall be accompanied by non-refundable fee of five thousand rupees.

(4) The Director may, on receipt of an application made under sub-rule (2) on being satisfied on the adequacy and genuineness for the non-establishment of cutting and polishing unit, pass an order for extension of the period up to one year to establish cutting and polishing unit.

(5) The lessee can transport inter-state or export the set quantity of rough blocks within the first year of the Quarry Lease or the period extended under sub-rule (4), as may be permitted by the State Government.

54. Rights of lessee.- Subject to the conditions specified in rule 51, the lessee, for the purposes of mining operations with respect to the land leased to him, shall have the right:-

- (i) to work the mines;
- (ii) to sink pits and construct building and roads;
- (iii) to erect plant and machinery;
- (iv) to mine and obtain building and road materials and make bricks, but not for the purposes of sale;
- (v) to use water;
- (vi) to use land for stacking purpose; and
- (vii) to do any other thing specified in the lease.

55. Right to determine lease.- The lessee may determine the lease at any time by giving not less than six months notice in writing to the sanctioning authority after paying all outstanding dues to the Government and complying conditions of reclamation of quarry closure plan if applicable.

56. Transfer of Quarry Lease.- (1) No lessee shall transfer or sub-let his lease to any other person, nor make any arrangement with anybody, thereby creating any right, direct or indirect, over the area leased:

Provided that the permission for transfer may be granted to the lessee by the sanctioning authority on payment of twenty five thousand rupees per hectare or part thereof, deposited in the same manner as prescribed in sub-rule (3) of rule 31:

Provided further that in case of transfer of quarry lease, granted in government land, such transfer fee will be rupees fifty thousand per hectare or part thereof.

(2) The sanctioning authority, may by an order in writing, determine the lease at any time if in the opinion of the sanctioning authority the lessee has committed a breach of sub-rule (1).

(3) On receiving an application Lease under sub-rule (1), for transfer of Quarry Lease, the sanctioning authority has given consent for transfer of such lease, a transfer lease deed under Form-XIX shall be executed within three months from

the date of permission or within such further period as the sanctioning authority may allow in this behalf.

57. Amalgamation of leases.- (1) The Director may, in the interest of mineral conservation and development, record in writing and permit amalgamation of two or more adjoining leases held by a lessee/ lessees.

(2) Lessee/ lessees shall submit an application for amalgamation along with a common Quarry Plan for leases proposed for amalgamation.

(3) There shall be paid, in respect of every application for amalgamation of leases, a non-refundable application fee of rupees ten thousand.

(4) Period of amalgamated leases shall be co-terminus with the lease whose period expires first.

(5) The leases situated within the distance of 50 meters, from each other in all directions, may be treated as adjoining leases:

Provided that amalgamation of leases shall not be allowed where any all-weather road or nala or river or canal or high-tension power line or railway line or any other restricted structure is falling within the above mentioned area of 50 meters.

(6) The area between the lease as mentioned in sub-rule (5) shall be the part of the amalgamated lease.

CHAPTER VII

GRANT OF QUARRY PERMIT IN RESPECT OF MINERALS SPECIFIED IN PART-C OF SCHEDULE-I AND PART-A OF SCHEDULE-II

58.Procedure for grant of Quarry Permit.- (1) (i) The Collector shall grant Quarry Permit for extraction, removal and transportation of any Minor Mineral specified in Part-C of Schedule-I and Part-A of Schedule-II from any specified land which may be required for the works of any department or undertaking of the Central Government or State Government # { : }

{Provided that, the Collector may also grant Quarry Permit to any person for extraction, removal and transportation of any Minor Mineral specified in Part-A of Schedule-II, except mineral specified in serial number (2); from any specified land which may be required for the works

of any department or undertaking of the Central Government or State Government or for private work.}

- (ii) Such permission shall only be granted to either the concerned departmental authority or its authorised contractor on furnishing proof of award of contract #{ : }

{Provided that in case of proviso of clause (i) of sub-rule (1) of Rule 58, the furnishing of aforesaid proof shall not be required.}

- (iii) An application for Quarry Permits shall be made to the Collector of the concerned district in Form-XX along with an application fee of rupees one hundred. Every such application shall be acknowledged in Form-III on the date of its receipt.
 - (iv) A register of applications of Quarry Permit shall be maintained in Form-XXI.
 - (v) The Collector shall grant such Quarry Permit in Form-XXII after satisfaction of the need and availability of mineral, on such conditions as he deem fit.
- (2) Area of Quarry Permit shall not exceed the one hectare and duration of #{two years} and the quantity of mineral shall not exceed the quantity required for carrying out the particular work/works for which the permit has been granted.
- (3) The transit pass for transportation of mineral in Form-1 of the Chhattisgarh Minerals (Mining, Transportation and Storage) Rules, 2009 shall be issued on payment of advance royalty only.
- (4) The Quarry permit shall be governed by the following conditions, namely:-
- (a) The holder of Quarry permit shall maintain complete and correct account of the mineral removed and transported from the area;
 - (b) The holder of Quarry permit shall allow Deputy Director/Mining Officer/Assistant Mining Officer/Mining Inspector or any officer authorised by the Collector or Zila Panchayat/Janpad Panchayat/Gram Panchayat to inspect quarrying operations and verify the accounts;
 - (c) No sooner the permitted quantity is transported within the time period of 30 days or earlier, original of all transit pass, such unused

transit passes together with a complete statement of the quantities duly certified by the Officer of the concerned department shall be furnished to the Sanctioning Authority;

#{cc) For quarry permits issued for minerals specified in Part A of Schedule II, except mineral specified in serial number (2); by the Collector an agreement in prescribed Format III B shall be signed between the Collector and the concerned permit holder.

(ccc) For quarry permits issued for minerals contained in Part A of schedule II except mineral specified in serial number (2); by the Collector an amount of Rupees Ten Thousand shall be deposited by the lessee as a security deposit.}

(d) The holder of Quarry permit shall obtain all permissions/consents from the competent authority under any Act and Rules applicable for excavation or removal of the minerals from the area;

(e) The holder of Quarry permit shall submit by the 10th of every month, to the collector and gram panchayat, a return in Form- XV;

(f) Any other condition, the sanctioning authority may deem fit.

59. Permission for disposal of minor minerals obtained during excavation work.-

(1) The Collector shall grant permission for removal and use of any such Minor Minerals obtained during deepening or widening Panchayat ponds/ tanks, well, water reservoir or any other digging work.

(2) The said permission shall be granted on payment of an amount equivalent to royalty of such mineral in advance, for the specified quantity and period.

60. Permission for disposal of Minor Minerals obtained during excavation work within Mining Lease area granted under the Mines and Mineral (Development and Regulation) Act, 1957.- The Collector shall grant permission for transportation or use of any Minor Minerals obtained during mining operations within the mining lease area for the purpose of construction activities of the Government including local government bodies:

Provided that in case of use of Minor Mineral, collected within the Mining Lease area, by other than works department of the State Government, Collector shall sell it through auction. Royalty shall be paid in advance for the said sold Minor Mineral at prescribed rates.

**CHAPTER VIII
QUARRYING OPERATIONS**

61. Opencast working.- (1) In opencast working, the benches formed shall be so arranged that the benches in mineral and overburden are separated so as to avoid mixing or wastage of mineral.

(2) (i) in alluvial soil, murrum, gravel, clay or other similar ground, the sides shall be slopped at an angle of safety, not exceeding 45 degrees from horizontal or such other angle as the Competent Authority may permit by an order in writing;

(ii) the sides shall be kept benched, and the height of any bench shall not exceed 1.5 meter and the breadth there of shall not be less than the height;

(iii) the benches in overburden shall be kept sufficiently in advance so that their working does not interfere with the working of mineral;

(iv) the overburden and waste material obtained during quarrying operations shall not be allowed to be mixed with non-salable or sub-grade minerals. They shall be dumped and stacked separately;

(v) the quarrying operations shall be carried out in workmen-like-manner and in accordance with the provisions of the State and Central Acts and rules and regulations made there under, wherever applicable;

(vi) if in the opinion of the Collector of the concerned district or any officer authorised by the State Government, the compliance with the provisions thereof is not reasonably practicable, he may, by an order in writing and subject to such conditions as he may specify therein, exempt from the operation of these rules for any workings in those cases in which special difficulties exist.

62. Exemptions. - Subject to the exemptions granted under the Mines Act, 1952 (No.35 of 1952) and rules made thereunder, the lessees shall comply with all provisions of the said Act and rules.

CHAPTER IX
PROTECTION OF ENVIRONMENT

63. Protection of environment.- (1) Every holder of Quarry Lease shall take all possible precautions for the protection of environment and control of pollution while conducting quarrying operation in the following manner, namely-

- (a) Wherever top soil exists and is to be excavated for quarrying operation, it shall be removed separately;
 - (b) The top soil so removed shall be stored for future use;
 - (c) The dumps shall be properly secured to prevent escape of material there from and cause land degradation or damage to agricultural fields, pollution of surface water bodies or cause floods;
 - (d) The site of dumps shall be selected, as far as possible, on impervious and barren ground within the leased area; and
 - (e) The top soil dumps shall be suitably terraced and established through vegetation or otherwise.
- (2) The top soil so removed shall be utilised for restoration or rehabilitation of the land which is no longer required for quarrying operations.
- (3) Removal, storage and utilisation of overburden etc.- (a) Every holder of an Quarry Lease/Quarry Permit shall take steps so that the over burden, waste rock, rejects and fines generated during quarrying or during sizing shall be stored in separate dumps;
- (b) The dumps shall be properly secured and shall be suitably terraced and stabilised through vegetation or otherwise;
 - (c) Wherever possible, the waste rock, over burden etc. shall be back-filled into the mined out area excavations with a view to restoring the land to its original use as far as possible;

64. Reclamation and rehabilitation of lands.- Every holder of Quarry Lease shall,-

- (i) Undertake the phased restoration, reclamation and rehabilitation of lands affected by quarrying operations and shall complete this work before the conclusion of such operations and the abandonment of quarry;

- (ii) Carry out quarrying operations in such a manner so as to cause least damage to the flora of the area held under Quarry Lease and the nearby area;
- (iii) Every holder of a Quarry Lease/Quarry Permit shall,-
 - (a) take immediate measures for planting in the same area or any other area selected by the Collector not less than twice the number of trees destroyed by reason of any quarrying operations;
 - (b) look after them during the subsistence of the lease after which the trees shall be handed over to the Gram Panchayat of the area in which the quarries situated; and
 - (c) restore to the extent possible other flora destroyed by quarrying operations.
- (iv) Upon failure to observe these rules by the holder of a Quarry Lease/Quarry Permit, the Sanctioning Authority shall recover the cost of rehabilitation and reclamation from financial assurance deposited by the holder of lease/permit under Rule 29.

65. Precautions against damage to public places, etc. - Every holder of a Quarry Lease or institution responsible for removal of Minor Minerals, ordinary sand and bajri, specified in Part-B of Schedule-II, shall take adequate precautions against damage to public buildings, monuments, roads, religious places either within the lease/specified area or in proximity to the lease/ permit/specified area.

66. Measures against air, water and environment pollution, etc.- Every holder of a Quarry Lease or institution responsible for removal of Minor Minerals ordinary sand and bajri, specified in Part-B of Schedule-II, shall take all necessary measures for avoiding air and water pollution and protection of Environment, and shall obtain necessary consent, if applicable, from competent authority, required under the Water (Prevention and Control of Pollution) Act, 1974 (No. 6 of 1974), the Air (Prevention and Control of Pollution) Act, 1981 (No. 14 of 1981) and the Environmental (Protection) Act, 1986 (No. 29 of 1986) and rules made thereunder and shall take all necessary steps / actions as mentioned in the consent during the course of quarrying/removal operation, as the case may be.

67. Provisions for cluster mining.- (1) “Cluster” shall mean the geographical boundary declared by the State Government, comprising of Quarry Lease/Quarry Permits for Minor Minerals which already exists or will be granted in future. The area of a cluster, as far as possible, shall not exceed 500 hectares and mineral concessions area, at the time of formation of cluster, shall not be less than 50 hectares. For cluster having area less than 500 hectares, the minimum area under concession should be proportionate.

(2) No Quarry Lease /Quarry Permits shall be granted without a proper Quarry Plan including the Regional Environment Management Plan (EMP) in a cluster. For clusters of leases /permit, a Regional Environment Management Plan shall be prepared by association of lessees /permit holders of the cluster through qualified person/agency and submitted to the Competent Authority under the Environment (Protection) Act,1986 for Environment Clearance/Consent.

(3) Small leases/permit holders falling in a cluster shall form an association for the implementation of Regional Environment Management Plan approved by the Competent Authority. Any lessee/ permit holder within the boundary of cluster shall be deemed to be a member of the association. Such associations shall be registered under the provisions of the relevant laws.

(4) The objectives of Regional Environment Management Plan shall be to manage the Regional Environment risk and the Regional Environment Management Plan shall primarily comprises of the following issues, namely:-

- (i) removal and utilisation of top soil;
- (ii) storage of overburden waste rock, etc;
- (iii) reclamation and rehabilitation of lands;
- (iv) precaution against air pollution;
- (v) discharge of effluents;
- (vi) precaution against noise;
- (vii) restoration of flora and fauna;
- (viii) water management;
- (ix) risk management; and
- (x) integrated environmental management.

- 68. Quarry lease or permit undertaken before the commencement of these rules.-** Where quarrying operation, under any Quarry Lease or Permit, have been undertaken before the commencement of these rules, without an approved Environment Management Plan/scheme, as the case may be, from the Competent Authority, the holder of all such Quarry Leases/Permits shall submit approved Environment Management Plan/scheme, at the time of renewal or within six month from the commencement of these rules, whichever is earlier of such quarry.
- 69. Penalty.-** Contravention of any of the provisions of Rule 63 to 65 shall be punishable with imprisonment for a term which may extend up to three months or with fine which may extend to five thousand rupees or with both. In case of continuing contravention, an additional fine of twenty five hundred rupees for every day during which such contravention continue after conviction for the first such contravention, shall be imposed.

CHAPTER X ASSESSMENT OF ROYALTY

- 70. Assessment and determination of royalty. –** (1) Assessment and determination of royalty due from an assessee during an assessment year or as required, shall be made by the Assessing Authority after the returns in respect of that year have been filed by the assessee as required under the terms and conditions of the lease deed or the statement of production, dispatches or consumption has been submitted by the lease/permit holder:

Provided that the Assessing Authority may make a provisional assessment for a particular period during the assessment year after the receipt of returns in respect of that period.

(2) For the purpose of assessment of royalty as mentioned in sub-rule (1), the assessee shall submit monthly returns under Form-XV by the 10th of following month and annual return under the Form-XVII within one month from the expiry of the assessment year.

(3) If the assessee fails to submit returns as required under sub-rule (2) or the returns filed appear to be incorrect, the Assessing Authority may hold such inquiry as it may deem fit and assess royalty of the assessment year:

Provided that the Assessing Authority shall give reasonable opportunity of being heard to an assessee before taking any action under this sub-rule.

(4) For the purpose of sub-rule (3), the Assessing Authority shall serve a 15 days notice upon the assessee requiring him to be present on such date and place specified in the notice, to produce any evidence on which the assessee relies upon in support of the correctness of the returns, statement and records furnished by him and to produce or cause to be produced such accounts pertaining to the assessment year as the Assessing Authority may require.

(5) On the day specified in the notice, given in sub-rule (4), or on any other day thereafter which the Assessing Authority may fix, the Assessing Authority after hearing and considering the evidence as may be produced by the assessee in this behalf, shall make an order in writing or assessment of royalty payable by the assessee.

(6) Notwithstanding anything contained in these rules or in the agreement of Quarry Lease, if the assessee contravenes any of the provisions of sub-rule (2), (4) and (5) or has not adopted any method of regular accounting on the basis of which assessment can be made properly, then the Assessing Authority shall assess the royalty to the best of its judgment and may impose for each of the contravention, a penalty of 50 % of annual Dead Rent as mentioned in column (5) of Schedule-IV.

(7) If an assessee fails to submit monthly returns, under Form-XIV under sub-rule (2), for any month within the prescribed time limit and if the Assessing Authority has reasons to believe that the assessee has evaded or avoided payment of royalty, the Assessing Authority shall, after giving to assessee a reasonable opportunity of being heard and after making such inquiry as it may consider necessary, assess the royalty for the period to the best of its judgment which shall be payable forthwith by the assessee.

CHAPTER XI

PENALTY FOR UNAUTHORISED EXTRACTION AND TRANSPORTATION

71. Penalty for unauthorized extraction and transportation.- (1) Whenever any person is found extracting or transporting minerals or on whose behalf such extraction or transportation is being made, otherwise than in accordance with these rules, shall be presumed to be a party to the illegal extraction of minerals

and every such person shall be punishable with simple imprisonment for a term which may extend to one year or with fine which may extend to twenty five thousand rupees or with both.

(2) Whenever any person is found extracting or transporting mineral in contravention of the provisions of these rules, the Collector/Joint Director/Deputy Director/Mining Officer/Assistant Mining Officer/Mining Inspector or any Officer authorised by him or Zila Panchayat/Janpad Panchayat/Gram Panchayat, may seize the minerals and its products together with all tools, equipments and vehicles used in committing such offence.

(3) The officer seizing such illegally extracted or transported mineral or its product, tools, equipments and vehicles shall give a receipt of the same to the person from whose possession such things were so seized and shall make report to the Magistrate having jurisdiction to try such offence.

(4) The property so seized under sub-rule (2) shall be released by the officer who seized such property on execution of a bond to the satisfaction of the officer by the persons from whose possession such property was seized. It shall be produced at such time and place when production is asked for by such officer:

Provided that where a report has been made to a Magistrate under sub-rule (3) then the seized property shall be released only under the orders of such Magistrate.

(5) The Collector/Joint Director/Deputy Director/Mining Officer or any officer authorised by Zila Panchayat/Janpad Panchayat/Gram Panchayats may, either before or after the institution of the prosecution, compound the offence so committed under sub-rule (1) on payment of market value of mineral so extracted or transported and such fine which may extend to double the market value of mineral so extracted or transported, but in no case it shall be less than five thousand rupees or ten times of royalty of minerals so extracted whichever is higher:

Provided that in case of continuing contravention, the Collector/Deputy Director/Mining Officer may, in addition to the fine imposed also recover an amount of one thousand rupees for each day till such contravention continues.

(6) Where an offence is compounded under sub-rule (5), no proceeding or further proceeding, as the case may be, shall be taken against the offender in

respect of the offence so compounded, and the offender, if in custody, shall be released forthwith.

(7) Any person who trespasses on any land in contravention of these rules shall be served with an order of eviction by the Collector.

(8) All property seized under sub-rule (2) shall be liable to be confiscated, by an order of the Magistrate trying the offence, if the amount of the fine and other sums imposed are not paid within a period of one month from the date of the order:

Provided that on payment of such sum within one month of the order all property so seized shall be released except that the mineral or its products, so seized mineral or its products under sub-rule (2) shall be confiscated and shall be the property of the State Government.

(9) The Authorities empowered to take action under this rule, if deem necessary, request to the Police Authority in writing for the help of Police and the Police Authorities shall render such assistance as may be necessary to enable the officer to exercise the powers conferred on them by this rule to stop illegal extraction and transportation of minerals.

(10) (i) Subject to such conditions as may be specified, the Collector may authorise, either generally or in respect of particular case or class of cases, any officer not below the rank of assistant mining officer to investigate all or any offence punishable under this rule;

(ii) Every officer so authorised to conduct such investigation, shall exercise the powers conferred upon the officer-in-charge of a police station by the Criminal Procedure Code, 1973 (No. 2 of 1974) for the investigation of a cognizable offence;

(iii) The investigation officer for the purposes of this rule shall exercise the powers of the Code of Civil Procedure 1908 (No. 5 of 1908) in respect of the following matters, namely-

(a) Enforcing the attendance of any person and examining him on oath or affirmation;

(b) Completing production of documents.

72. Provision for maintaining records of consumption of minor minerals in construction activities.-(1) Every person, company, firm, society/association

engaged in construction of residential building or buildings for sale and commercial building or buildings for sale/rental purpose shall maintain a true account of all the Minor Minerals procured and used in construction under Form-XXIII and shall submit to the officer-in-charge of the mining section of the concerned district, a quarterly report of Minor Minerals procured and consumed under Form-XXIV so as to reach them within thirty days after the expiry of every quarter.

(2) Every person, company, firm, society/association engaged in construction of residential building or buildings for sale and commercial building or buildings for sale/rental purpose shall allow District Collector /District Mining Officer or any other officer authorised by the Collector of the concerned District, to enter upon any premises/area of construction or storage of construction material for the purpose of inspection of the minerals, stored or used in the construction.

73. Suspension of quarrying operations.- The Director/District Collector or any other officer authorised by the Director, in this behalf, shall prohibit Prospecting/Quarrying Operation and seize minerals, equipment, tools and vehicles in case the Prospecting/ Mining Operations are being carried out in contravention of the terms and conditions of the Prospecting Licence, Quarry Lease or Quarry Permit granted under these rules or without any lease or permit irrespective of minerals, tools, equipment and vehicles lying at site or in transit:

Provided that an opportunity of hearing shall be given before prohibiting the Prospecting / Quarrying Operation.

CHAPTER XII

MINOR MINERAL OFFENCES PREVENTION AWARD

74. Awards .- (1) Any officer of Directorate, Geology and Mining, Chhattisgarh furnishing information leading to or otherwise contributing to the prosecution of offence in respect of illegal mining and transport, or of offences otherwise committed against the Act and the rules, may be granted awards.

(2) Awards may be granted only in cases when the information furnished is useful to impose penalty under the rules.

(3) Conditions and extent of award.- The awards may be granted under these rules shall be in cash, subject to the following conditions-

(i) Where minerals are seized.- The maximum amount of an award shall be 5% of the sale value of the seized mineral after realisation or ten thousand rupees, whichever is less;

(ii) Where no mineral is seized.-A maximum amount of an award shall be 5% of the penalty amount realized.

(4) Awards under these rules cannot be claimed as a matter of right. No appeal lies to any authority on any award made by the Competent Authority under these rules.

75. Authority and mode of awards.- (1) The power to grant awards shall vest with the Director.

(2) The case or proposal to make an award shall be examined and decided by a committee consisting of the Director with two other officers of his directorate nominated by him.

(3) The award shall be drawn on Form-XXXIV of the Chhattisgarh Treasury Code, Volume-II by the drawing and disbursing officer who disburses the pay and allowances of the Government servant concerned.

CHAPTER XIII

DISBURSEMENT OF REVENUE AMONGST JANPAD PANCHAYATS AND GRAM PANCHAYATS

76. Deposition of revenue.- (1) The revenue along with interest from Minor Minerals, under the provisions of these rules, within the control of Municipal Corporation, Municipality, Nagar Panchayat or Panchayats shall be first deposited in the Consolidated Fund of the State as per sub-rule (3) of rule 31. The State Government at the beginning of the financial year shall, if the Legislative Assembly has provided for an appropriation, draw from the Consolidated Fund, all such amounts which are to be distributed from the revenue of the minor minerals received in the preceding financial year.

(2) The amount drawn under sub-rule (1) shall be distributed for development of the areas affected by mining and related operation of minor minerals as per the directions and procedure prescribed by the State Government.

(3) Sub-rule (1) shall not apply to the revenue received from Minor Mineral "Ordinary sand and bajri", which is directly deposited to the Municipal Corporation/ Municipality/ Nagar Panchayat or Panchayats.

CHAPTER XIV
APPEAL, REVISION AND REVIEW

77. Appeal, appellate authorities.-(1) Where any power is exercisable by Gram Panchayat, Janpad Panchayat or Zila Panchayat, under these rules in relation to any matter, an appeal shall lie from every such order to the authority mentioned in the Chhattisgarh Panchayat (Appeal and Revision) Rules, 1995 and in the same manner as prescribed therein.

(2) Where any power is exercisable by the Collector under these rules, in relation to any matter, an appeal shall lie from every such order to the Director, Geology and Mining, Chhattisgarh.

(3) Where any power is exercisable by the Director under these rules, in relation to any matter, an appeal shall lie from order passed under these rules to the State Government.

78. Revision.- The State Government and Director may at any time, suo-moto for the purpose of satisfying itself as to the legality or propriety of any order passed by or as to the regularity of the proceedings of any officer subordinate to it, call for and examine the record of any case pending before or disposed of by such officer and may pass such order in reference thereto as it thinks fit:

Provided that any order in revision under this rule shall not be varied or reversed unless reasonable opportunity of being heard is given to the interested parties.

79. Review.- The State Government may, suo-moto or on application of interested parties, review its original order within ninety days from the date of issue of original order and may pass such order as it deems fit:

Provided that any order in review under this rule shall not be varied or reversed unless reasonable opportunity of being heard is given to the interested parties.

80. Limitation of appeal. - No appeal shall be entertained unless presented within sixty days from the date of the order and in computing the period aforesaid, time requisite for obtaining a copy of the said order shall be excluded:

Provided that any such appeal may be entertained by an Appellate Authority after the said period, if the appellant satisfies authority that he has sufficient cause for not making the application for appeal within time.

- 81. Application for appeal.-** (1) An application for **{appeal/review}** shall be made in triplicate under Form-XXV appended to these rules. The application for **{appeal/review}** shall be accompanied by a non refundable application fee of rupees one thousand shall be deposited, in the Government Treasury under the revenue receipt head as mentioned in sub-rule (3) of Rule 31 and the original treasury receipted challan shall be attached to the application.
- (2) The application for **{appeal/review}** shall be affixed with a court fee stamp of the value of ten rupees.
- (3) Every application for **{appeal/review}** under sub-rule (1) against the order refusing to grant a Quarry Lease, any person to whom a Quarry Lease was granted in respect of the same area or part thereof, shall be impleaded as party.
- (4) Along with the application for **{appeal/review}** under sub-rule (1), the applicant shall submit as many copies thereof as there are parties impleaded under sub-rule (3).
- 82. Copies of application of {appeal/review} to be sent to impleaded parties.-** On receipt of the application for **{appeal/review}** and the copies thereof, the **{Appellate Authority/the State Government}** shall send a copy of the application for **{appeal/review}** to each of the parties impleaded under sub-rule (3) of rule 81 specifying the date on or before which he may make his representation, if any, against the **{appeal/review}** application.
- 83. Order on appeal application.-** Where an application for **{appeal/review}** is made under these rules, the authority may confirm, modify or set aside the order or pass such other order in relation thereto as it may deem just and proper.
- 84. Grant of stay.-** The **{Appellate Authority/the State Government}** may at any time direct that the execution of the order against which an **{appeal/review}** is pending be stayed for such time as it may deem fit:

Provided that no stay for the recovery of mining dues shall be granted unless the party seeking stay has paid the undisputed amounts of rents, royalties and interest due thereon and has furnished bank guarantee for the disputed amounts of such rent, royalty and interest.

**CHAPTER XV
MISCELLANEOUS**

85. Power to rectify apparent mistakes. - The Competent Authority may, at any time within six months from the date of the order passed by it under these rules on its own motion, rectify any mistake or error apparent on the face of the record and shall, within the like period, rectify any such mistake or error which has been brought to its notice by an applicant for the grant of quarry:

Provided that no such rectification having or purported to have a prejudicial effect on another application for the grant of the Prospecting licence/ Quarry Lease shall be made unless the Competent Authority has given to such applicant notice of its intention to do so and has allowed him reasonable opportunity of being heard.

86. Relaxation of rules in special cases. -In any case or class of cases in which the State Government is of the opinion that the public interest so requires, it may grant a Prospecting licence/Quarry Lease on the terms and conditions other than those prescribed in these rules.

87. Handing over possession of quarry.- (1) Where Quarry Lease is cancelled or determined or right of pre-emption is exercised or the period for which the lease is granted has expired, the lessee shall hand over possession of quarry to the Collector or any officer authorised by him or to Zila Panchayat/Janpad Panchayat/Gram Panchayat within a period of fifteen days of the cancellation of the lease or determination of the lease or exercise of the right of pre-emption or the day immediately following date of expiry of the lease, as the case may be.

(2) Where a lessee fails to hand over possession of the quarry in accordance with sub-rule (1), the Collector or the Officer authorized by him or Zila Panchayat/Janpad Panchayat/Gram Panchayat shall serve or cause to be served a notice on the lessee, either by post or by tendering or delivering a copy of it personally to the lessee or one of his family members or servants or by affixing it to a conspicuous part of the place of his residence or publishing it in at least one newspaper having circulation in the locality where the lessee resides.

(3) Notice under sub-rule (2) shall contain a statement that the lessee shall hand over possession of the quarry within a period of fifteen days from the date of service of the notice to an officer authorised by him under sub-rule (1) of this

rule. Where a lessee fails to hand over possession of a quarry within the period specified in the notice under sub-rule (2), to the officer authorised under sub-rule (1) of this rule, he may take possession of the quarry from the lessee and for that purposes may use such force as prescribed by the provisions under these rules.

- 88. Payment of compensation to owner of surface rights etc.** – The holder of a Prospecting Licence or Quarry Lease or Quarry Permit shall be liable to pay to the occupier of the surface of the land, over which he holds the Prospecting Licence or Quarry Lease or Quarry Permit, as the case may be, such annual compensation as may be determined by the Collector of the concerned district.
- 89. Delegation of powers and functions.**– The State Government, may by notification in the Official Gazette, direct that any power or function which may be exercised or performed by it under these rules, may in relation to such matters subject to such conditions, if any, as it may specify in the notification, be exercised or performed also by such officer or authority subordinate to the State Government as may be specified in the notification.
- 90. Repeal.**–All rules or executive instructions corresponding to these rules in force immediately before the commencement of these rules are hereby repealed:

Provided that anything done or any action taken under the rules or instructions so repealed shall, so far as they are not inconsistent with the provisions of these rules, be deemed to have been done or taken under the corresponding provisions of these rules.

**By order and in the name of the
Governor of Chhattisgarh,**

(K.D. Kunjam)
Joint Secretary
Government of Chhattisgarh
Mineral Resources Department

SCHEDULE-I
SPECIFIED MINERALS

PART - A

1. Dimensional stone-granite, dolerite, and other igneous, sedimentary and metamorphic rocks which are used for cutting and polishing purpose for making blocks, slabs, tiles of specific dimension.
2. Marble which is used for cutting and polishing purpose for making blocks, slabs, tiles of specific dimension.

PART-B

1. Agate;
2. Ball Clay;
3. Barytes;
4. Calcareous Sand;
5. Calcite;
6. Chalk;
7. China Clay;
8. Clay (Others);
9. Corundum;
10. Diaspore;
11. Dolomite;
12. Dunite or pyroxenite;
13. Felsite;
14. Felspar;
15. Fireclay;
16. Fuschite Quartzite;
17. Gypsum;
18. Jasper;
19. Kaolin;
20. Laterite;

21. Limekankar;
22. Mica;
23. Ochre;
24. Pyrophyllite;
25. Quartz;
26. Quartzite;
27. Sand (Others);
28. Shale;
29. Silica Sand;
30. Slate; and
31. Steatite or Talc or Soapstone.

PART - C

1. Low grade limestone when used in kilns for manufacture of lime and/or as building material for building, road and other construction work.
2. Flag stone-natural sedimentary rock which is used for flooring, roof top etc. and used in cutting and polishing industry.
3. Stone for making gitti by mechanical crushing (i.e. use of crusher).
4. Bentonite /Fuller's earth.
5. Ordinary clay for making bricks or tiles by fixed chimney kiln.

SCHEDULE-II
OTHER MINERALS
PART - A

1. Ordinary clay for making bricks, pots, tiles etc. (Except by fixed chimney).
2. Stone, Boulder, Road Metal, Gitti, Dhaka, Khanda, Dressed Stones, used as Rubble, Chips.
3. Murrum.
4. Gravel.
5. RehMitti.
6. Slate, when used for building material.
7. Shale, when used for building material.
8. Quartzite and quartzite sand, when used for purposes of building or for making road, metal or house-hold utensils.
9. Salt petre.

PART - B

1. Ordinary Sand and Bajri.

SCHEDULE-III**(See rule 49)****RATES OF ROYALTY**

S. No	Mineral	Rates
(1)	(2)	(3)
1.	Dimensional Stone-Granite, dolerite, and other igneous, sedimentary and metamorphic rocks which are used for cutting and polishing purpose for making blocks, slabs, tiles of specific dimension (a) Black colour (b) Other colour	Rs. 1500/- per cubic metre Rs. 500/- per cubic metre
2.	Marble, used for cutting and polishing purpose for making blocks slabs, tiles of specific dimension.	Rs. 750/- per cubic metre
3.	Marble stone used for other purposes	Rs. 350/- per cubic metre
4.	Flagstone-natural sedimentary rock which is used for flooring, roof top etc.	Rs. 103/- per cubic metre
5.	Ordinary Sand, bajri	Rs. 20/- per cubic metre
6.	Murum	Rs. 20/-per cubic metre
7.	Stone (c) Boulder (d) Gitti, roadmetal (e) Dressed Stone, Khanda, Dhoka	Rs. 103/- per cubic metre
8.	Soil - for making bricks and tiles	Rs. 20/- per cubic metre
9.	Other minor minerals	Rs. 30/-per cubic metre

SCHEDULE-IV**(See rule 49)****RATES OF DEAD RENT IN RUPEES PER HECTARE PER ANNUM**

S. No.	Category of Mineral	First year of the Quarry Lease	Second year to third year of the Quarry Lease	Fourth year of the Quarry Lease and onward
(1)	(2)	(3)	(4)	(5)
1.	Dimensional stone-Granite, dolerite, and other igneous, sedimentary and metamorphic rocks which are used for cutting & polishing purpose for making blocks, slabs, tiles of specific dimension	Nil	10,000	15,000
2.	Marble used for cutting & polishing purpose for making blocks, slabs, tiles of specific dimension and marble stone for other purpose.	Nil	5,000	7,500
3.	Low grade limestone when used in kilns for manufacture of lime and/or as building material for building, road and other construction works.	Nil	5,000	7,500
4.	Flagstone – Natural sedimentary rock which is used for flooring, roof top etc.	Nil	5,000	7,500
5.	Stone for crusher	Nil	5,000	7,500
6.	Ordinary sand, bajri	Nil	5,000	7,500
7.	Murum	Nil	2,000	3,000
8.	Stone for building purposes and other minor minerals	Nil	2,000	3,000

#**{SCHEDULE-V**

Fees, security deposit etc for auction/tender of Composite Licence and Quarry Lease for minerals specified in PART A and PART C of Schedule-I and PART A of Schedule-II shall be as under,-

Table

S.No	Items	Rates
(1)	(2)	(3)
1.	Cost of Auction/Tender document	Rupees Five Thousand
2.	Bid security	20 percent of performance security
3.	Processing fees for Electronic Auction/Tender	Rupees Five hundred
4.	Performance security	HALF OF {Highest dead rent as notified x Area for concession in Hectares (or part thereof) x Lease period}

Explanation: Highest dead rent means the notified dead rent payable from fifth year onwards for the concerned mineral.

SCHEDULE-VI

Fees, security deposit etc for auction of Composite Licence and Quarry Lease for minerals specified in PART B of Schedule I shall be as under,-

TABLE

S.No	Item	Rates
(1)	(2)	(3)
1.	Cost of auction document	Rupees Five Thousand
2.	Bid security	20 per cent of performance security
3.	Processing fees for Electronic Auction	Rupees Five hundred
4.	Performance security	Highest dead rent as notified x Area for concession in Hectares (or part thereof) x Lease period”

Explanation: Highest dead rent means the notified dead rent payable from fifth year onwards for the concerned mineral.}

FORM I
[See rule 7 (1)]
"To be submitted in Triplicate"

Application for the Grant of Prospecting Licence for Minor Minerals

Received at (Place) on the day of 20.....

Date 20.....

To,

The Collector

.....

District.....

Chhattisgarh

1. I/We request that a Prospecting Licence under the Chhattisgarh Minor Mineral Rules, 2015, be granted to me/us.

2. A sum of Rupees. as application fee payable under the rules has been deposited vide challan No. Dated place.

3. The required particulars are given below: -

- | | | |
|--------|--|---|
| (i) | Name of applicant | ..... |
| (ii) | Nationality of the applicant
(partners, Directors, Members) | |
| (iii) | Place of registration of
incorporation (firm, Company
or Society/ Association) | |
| (iv) | Profession of individual, nature
of business of firm or company
or Society/Association and
place of business. | |
| (v) | Complete postal address, of
the individual firm, company
or society/association
Pin Code
Phone/Mobile number
E-mail |
.....
.....
.....
..... |
| (vi) | Self attested copy of PAN
card/voter ID/ driving
Licence/Aadhar card of
individual, partners ,
Directors, Members | |
| (vii) | Caste (individual or members
of Society/ Association) | |
| (viii) | Education qualification | ..... |

- (individual or members of Society / Association)
- (ix) Age (individual or members of Society / Association)
- (x) Residence address (individual or members of Society / Association)
- (xi) List of Directors / Partners / Members
- (xii) Registration/incorporation certificate
- (xiii) Financial Status
- (xiv) Articles of memorandum / partnership deed / bye - laws
- (xv) Mineral / Minerals which the applicant intends to prospect.
- (xvi) Period for which the prospecting licence is required.
4. A statement supported by an affidavit showing all the areas of prospecting licence, mineral wise in each district of the State,-
 (i) already held by me / us in my / our name / names (and jointly with others) under the prospecting licence for minor minerals,
 (ii) already applied for but not yet granted and,
 (iii)being applied for simultaneously.
5. An affidavit of obtaining surface rights.
6. No dues certificate in Form II.
- 7 (a) A plan (six copies) showing the situation and boundaries of the area /areas applied for and concession if any, adjoining is/are enclosed. (If this plan/these plans be considered insufficient, I/we request that the necessary plan/plans of the area/areas may be prepared in duplicate in your office at my/our cost.)
 (b) Khasrapanchsala
8. The plan should indicate important features, viz-
 (i) if a railway, its full details i.e. whether South East Central Railway or East Coast Railway, whether a branch line or a main line or colliery tramway.
 (ii) if a road, whether village or public works department or cart track.
 (iii)wells,
 (iv)temples or mosques.
 (v) burning ghat or burial ground, etc.
9. Preferential right sought for (mention sub-rule/rules)

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

.....

SCHEDULE

Description of the area applied for :-

- (i) Name of village
(ii) Gram Panchayat
(iii) Khashra number and area of each field or part thereof :-

Khasra Number Area in Hectares

- (iv) Full description of the area applied for with regard to natural feature –
(v) Block,
(vi) Vidhansabha
(vii) Tehsil
(viii) Patwari circle number
(ix) District

11. List of enclosures :-

- (i)
(ii)
(iii)
(iv)
(v)
(vi)
(vii)
(viii)
(ix)
(x)

Place

Dated

Your faithfully,
Name and Designation

N.B. –

- If the application is signed by an authorized representative of the applicant, power of attorney should be attached.
- If all the Khasra number cannot be entered on this form they should be continued on a separate sheet attached to it and signed.
- Where a portion of a khasra number only is required the approximate area of such portion will suffice.

FORM II
[See rules 7 (2) (b); 23 (xii)]

NO DUES CERTIFICATE

Office of issue

No. District Date

This is to certify that the following mineral concessions are held by
 Shri / M/s in district.....

(Prospecting Licence/Mining Lease/Quarry Lease/Quarry Permit etc.)

Village	Tehsil	Minerals	Area in hectares	Total Dues Assessed (in Rupees)				Period
				Surface Rent	Dead Rent	Royalty	Others	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Amount paid during the period from to in rupees				
Surface Rent	Dead Rent	Royalty	Others	Total
(1)	(2)	(3)	(4)	(5)

Balance Dues :-

- 1.
- 2.
- 3.

1. In case there has been no assessment in any year, it must be stated clearly with reasons thereof.
2. It must be stated whether any attachment or R.R.C. are pending in respect of this lease.
3. This is valid only for six months from the date of issue.

**Signature and
 Designation of authorized
 officer
 with seal of office.**

FORM III
[See rules 8; 35 (2); 58 (1) (iii)]
Receipt of Application for Prospecting Licence/Quarry Lease/-
Quarry Permit or Renewal for Minor Minerals

S. No. DateTime.....

Received application with the following enclosures for grant / renewal of
..... from Shri / Sarvashri
..... on 20..... for about hectares of
land located in Village Panchayat Tehsil
..... District, Chhattisgarh for Mineral.

Enclosures : -

- 1).....
- 2).....
- 3).....
- 4).....
- 5).....
- 6).....
- 7).....
- 8).....
- 9).....
- 10).....

Place :

Date :

Signature.....

Name.....
(Seal of the receiving officer)
[Seal of the receiving officer]

For clause (1) of PART-II of FORM IV, the following shall substituted,
namely:-

"To pay royalty to the State Government at such rates as specified
in Schedule III of the said rules and contribution to District Mineral
Foundation as per the rates notified in Rule 50 in advance for
mineral despatched for experimental purposes."

FORM IV
PROSPECTING LICENCE DEED FOR MINOR MINERALS
[See rule 14]

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 Licensee is an individual

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

When the Licensees 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 "Licensee" which expression shall, where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and permitted assignee).

When the Licensee is a registered firm

----- (Name & address of partner) and ----- (Name & address of partner) and ----- (Name & address of partner) All carrying on business in partnership under the firm name and style of (Name of the Firm) ----- registered under the Indian Partnership Act, 1932 (9 of 1932) and having their registered office at ----- in the town of ----- (hereinafter referred to as the "the Licensee" 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 Licensee 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 Licensee" which expression shall, where the context so admits be deemed to include its successors and permitted assignee) of the other part.

WHEREAS the Licensee/ Licensees has/have applied to the State Government in accordance with the Chhattisgarh Minor Mineral Rules, 2015 (hereinafter referred to as the said rules) for a licence to prospect for ----- (minor mineral) in the land specified in Schedule-'A' 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 licence.
NOW THESE PRESENTS WITNESS as follows:

PART – I

In consideration of the fees, royalties, covenants and agreements hereinafter reserved and contained and on the part of the Licensee/ Licensees to be paid, observed and performed, the State Government, hereby, grants and demise into the Licensee /Licensees, the sole rights and the licence.

To enter upon the lands and to search for, win, carry away and dispose of mineral won:-

- (1) To enter upon the said lands and to search for by mining, boring and digging or otherwise all or any ----- (Name of minerals) lying or being within under or throughout the said lands;
- (2) This licence shall not confer upon the Licensee a right to win or carry away the minerals for commercial purposes:

Provided that the Licensees may collect and carry away upto five cubic meter of ----- (Name of mineral) for the purposes of testing as specified in rule 16 (4) after obtaining transit pass for transportation of mineral on payment of royalty.

To clear undergrowth, brushwood etc:-

- (3) Subject to the provisions of clauses (4) & (5) of Part-II of these presents, for the purpose aforesaid, to clear undergrowth and brush wood and trees with the sanction of the Collector, previously obtained in writing, to make and use any drains or water courses on the said lands for purposes as may be necessary for effectually carrying on the prospecting operations and for the workmen employed thereon and with the like sanction to use any water. Provided that such use shall not diminish or interfere with the supply of water to which any cultivated land, village, building or watering place for livestock has heretofore been accustomed and that no streams, springs or well shall be fouled or polluted by any such use or the prospecting operations hereby Licensed.

To bring upon and erect machinery etc. on the said lands:-

- (4) To erect and bring upon the said lands all such temporary huts, sheds and structures, steam sand, other engine machinery and conveniences, chattels and effects as shall be proper and necessary for effectually carrying on the prospecting operations hereby Licensed or for the workmen employment thereon.

RESERVED nevertheless to the State Government, full power and liberty at all times to enter into and upon and to grant or demise to any person or persons whomsoever liberty to enter into and upon the said lands for all or any purposes other than those for which sole rights; and

licence are hereby expressly conferred upon the Licencee/Licencees and particularly (and without hereby in any way qualifying such general power and liberty) to make on, over or through the said lands such roads, tramways and ropeways as shall be considered necessary or expedient for any purposes and to obtain from and out of the said lands such stone, earth or other materials as may be necessary or requisites for making, repairing or maintaining such roads, tramways, railways and ropeways to pass and re-pass at all times over and along such roads, tramways, railways and ropeways for all purposes and as occasion shall require;

To hold the said right and licence unto the Licensee/Licensees from the date of these presents for the term of one year.

PART-II

Covenants by Licensee / Licensees

The Licensee/Licensees hereby covenants / covenant with the State Government as follows:-

Payment and rates of royalty:-

#(1)To pay royalty to the State Government at such rates as specified in Schedule III of the said rules and contribution to District Mineral Foundation as per the rates notified in Rule 50 in advance for mineral despatched for experimental purposes.}

To carry on work in workman like manner:-

(2) To work and carry on the operations, hereby, Licensed in a fair orderly skilful and workman like manner and with as little damage as may be to the surface of the lands and to trees, crops, buildings structures and other property thereon;

To undertake prospecting in Khatedari or any private land with the consent of Khatedar or occupier or owner of such land;

Not to enter upon any land in the occupation of any person without the consent of the occupier nor to cut or in any way injure any trees, standing crops, buildings, huts, structures or property of any kind of the occupier of any land or any other person without the written consent of such owner, occupier or person.

Maintenance of correct accounts:-

(3) every Licensee shall maintain a correct and faithful account of all the expenses incurred by him on prospecting operations and also the quantity and other particulars of all minerals obtained during such operations and their despatch;

No prospecting operations within restricted distance from bridge, road etc.:-

(4) The Licensee / Licensees shall not work or carry on or allow to be worked or carried on any prospecting operations at or to any points within a distance of 100 meters from any bridge, national or state highways, railway line, 50 meters from the road constructed under Pradhan Mantri Gram Sadak Yojana, other District Roads of Public Works Department; and 10 meters from grameen kachcha rasta; or 50 meters from any public place except village path;

Not to enter and cut or injure trees in forest land, etc. without previous permission:-

(5) (i) Not to enter and cut or injure any timber or tree on any forest land except in accordance with the provisions of the Forest (Conservation) Act, 1980 and guidelines issued by the Central Government, from time to time.

(ii) Not to enter upon or commence prospecting in any forest land without obtaining the prior written sanction of the authorized Forest Officer and in accordance with such conditions as may be prescribed in such sanction as per provisions of the Forest (Conservation) Act, 1980 and guidelines issued by the Central Government, from time to time, in this regard.

Indemnify Government against all claims:-

(6) (a) 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.

(b) To pay a wage not less the minimum wage prescribed by the Central or State Government, from time to time.

(c) To comply with the provisions of the Mines Act, 1952.

(d) To comply with the provisions of the Chhattisgarh Minor Mineral Concessions Rules, 2015.

(e) To take measures, at his own expense, for the protection of environment like planting of trees, reclamation of mines land, use of pollution control devices and such other measures as may be prescribed by the Central or State Government, from time to time.

(f) To pay compensation to the occupier of the surface of the land on the date and in the manner laid down in these rules.

Forfeiture of security deposit, etc:-

(7) Whenever the security deposit of Rs..... or any part thereof or any further sum hereafter 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 Licensee/ Licensees shall forthwith deposit with the State Government such further sum as may be sufficient with the un-appropriated part thereof to bring the amount in deposit with the State Government up to the sum of Rupees.....

Licensee not to be controlled by trust, syndicate, etc:-

(8) The Licensee / Licensees shall not be controlled or permit himself / themselves to be controlled by any trust, syndicate, corporation, firm or person except with the written consent of the State Government.

Report of accident:-

(9) The Licensee / Licensees 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 prospecting operation under this licence.

(10) The Licensee, in case of prospecting of granite and marble, shall abide all the provisions of the Granite Conservation and Development Rules, 1999 and the Marble Development and Conservation Rules, 2002 and the rules as amended from time to time, as the case may be, and shall not carry on estimation or other operations under the said Licence in any way other than as prescribed under these rules.

Plugging of bore holes, fencing etc., and restoring the surface land after determination or abandonment:-

(11) Save in the case of land over which the Licensee/Licensees shall have been granted, a Quarry Lease, on or before the expiration or sooner determination of the licence, he shall within three months next after the expiration or sooner, determination of the licence or date of abandonment of the undertaking, whichever shall first occur, securely plug any bore or hole and fill up or fence any holes or excavations that may have been made in the lands to such an extent, as may be required by the Collector concerned and shall to a like extent restore the surface of the land and all buildings there on which may have been damaged or destroyed in the course of prospecting. Provided that Licensee/Licensees shall not be required to restore the surface of the land, or any building in respect of which full and proper compensation has already been paid.

Removal of machinery etc., after expiration, determination or abandonment:-

(12) Upon expiration or sooner determination of this licence, the Licensee / Licensees shall remove expeditiously not later than thirty days at his/ their own cost all buildings structure, plant, engines, machinery implements, utensils and other property and effects theretofore erected or brought by the Licensee / Licensees and then standing or being upon the said lands by the Licensee / Licensees under the authority of these presents and then being upon the said lands:

PROVIDED that this covenant shall not apply to any part of the said lands which may be comprised in any Quarry Lease granted to the Licensee / Licensees. If the machinery etc. is not removed within specified period then it shall be deemed to have become Government property.

Report of work done before the refund of security deposit:-

(13) At any time before the said security deposit as refunded to him / them or transferred to any other account or within one month after the expiration or sooner determination of the license or abandonment of the operations, whichever is earlier, the Licensee / Licensees shall submit to the Director and concerned Collector a full report of the work done by him / them and disclose all information acquired by him / them in the course of the operations carried on under this licence regarding the geology and mineral resources of the area covered by the licence.

Report of information obtained by Licensee:-

(14) The Licensee shall submit to the State Government within ninety days of the expiry of the licence, or abandonment of operations or termination of the licence, whichever is earlier, a final report of the work done by him and all information relevant to mineral resources acquired by him in the course of prospecting operations in the area covered by the licence. Final report shall indicate the quality and quantity of proved and probable reserves of mineral.

PART-III

Powers of the Government

It is hereby agreed as follows:-

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

(1) In the case of any breach of any condition of the licence by the Licensee / Licensees or his assignees, the competent authority shall give a reasonable opportunity to the Licensee / Licensees of stating his / their case and where it is satisfied that the breach is such as cannot be remedied, on giving thirty days notice to the Licensee / Licensees or his assignees, determine the license and/ or forfeit the whole or any part of the said security deposit of rupeesdeposited 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 Licensee / Licensees 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 licence shall be cancelled with forfeiture of the security deposit.

PART-IV

Right of Licensee / Licensees

It is hereby further agreed as follows:-

(1) Preferential right of the Licensee / Licensees for obtaining Quarry Lease:-

Where a Prospecting Licence has been granted in respect of any land, the Licensee shall have a preferential right for obtaining a Quarry Lease in respect of that land over any other person, provided that the sanctioning authority is satisfied that the licensee/licensees, has/have undertaken prospecting operations to establish reserves in such land; has not committed any breach of the terms and conditions of the prospecting licence; and is otherwise a fit person for being granted the Quarry Lease.

(2) Refund of deposit:-

Security deposit made under rule 13, if not forfeited under these rules, shall be refunded to the applicant as soon as the report referred under rule 16(8) (a) is submitted.

PART-V

General Provisions

It is lastly agreed as follows:-

Delay in fulfillment of the terms of licence due to force majeure:-

Discovery of new mineral:-

(1) The Licensee shall report to the Collector and Director or any officer authorized by him, the discovery of any mineral not specified in the licence within a period of thirty days from the date of such discovery and shall not undertake any prospecting operations in respect of such mineral unless such mineral is included in the licence.

Provided that in case of discovery of any mineral not specified as minor mineral, the Licensee shall have no right for including that mineral in the licence under these rules.

Service of notices

(2) Every notice required to be given to the Licensee/Licensees shall be given in writing to such person as the Licensee/Licensees may appoint for the purpose of receiving such notices or if no such appointment is made then the notice shall be sent to the Licensee/Licensees by registered post addressed to him/them at the address shown in his/their application for the licence or at such other address in India as he/they designate from time to time and every such service shall be deemed to be proper and valid service upon the Licensee/Licensees and shall not be questioned or challenged by him.

Immunity of Competent Authority from liability to pay compensation

(3) 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 Chapter XIII of the Chhattisgarh Minor Mineral Rules, 2014, the Licensee/Licensees shall not be entitled to compensation for any loss sustained by the Licensee/Licensees in exercise of the powers and privileges conferred upon him/them by these presents.

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

SCHEDULE-A

The land covered by the licence

(Here insert the description of lands with area, boundaries, names of District, Sub-Division, Thana, etc. and cadastral survey numbers, 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:-

(i) District

(ii) Subdivision

(iii) Tehsil

(iv) Thana

(v) Patwari circle number

(vi) Name of village

S.No.	Cadastral survey numbers	Area in Hectare
1		
2		
3		
	Total	

.....

Signature by Licensee / Licensees

Signature

.....

**By order and on behalf of the
Governor of Chhattisgarh
(Designation)**

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 -IV A
COMPOSITE LICENCE DEED FOR MINOR MINERALS
[See rule 13 (3)]

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 Licensee is an individual

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

When the Licensees 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 "Licensee" which expression shall, where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and permitted assignee).

When the Licensee is a registered firm

----- (Name & address of partner) and ---
----- (Name & address of partner) and -----
----- (Name & address of partner). All carrying on business in partnership under the firm name and style of (Name of the Firm) ----- registered under the Indian Partnership Act, 1932 (9 of 1932) and having their registered office at ----- in the town of ----- (hereinafter referred to as the "the Licensee" 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 Licensee 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 Licensee" which expression shall, where the context so admits be deemed to include its successors and permitted assignee) of the other part.

WHEREAS the Licensee/ Licensees has/have applied to the State Government in accordance with the Chhattisgarh Minor Mineral Rules, 2015 (hereinafter referred to as the said rules) for a licence to prospect for -----
--- (minor mineral) in the land specified in Schedule-A 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
licence.

NOW THESE PRESENTS WITNESS as follows:

BACKGROUND:

A. The Licensee [had participated in an Electronic Auction/Electronic Tender for grant of a prospecting licence-cum-quarry lease, pursuant to which the Licensee has become eligible for grant of a prospecting licence as a first stage of the prospecting licence-cum- quarry lease concession]

B. Accordingly, the State Government is now executing this Licence for grant of a Licence to the Licensee in consideration of the fee, royalties, covenants and agreements hereinafter reserved and contained on the part of the Licence to be paid, observed and performed.

PART-I

1. GRANT OF LICENCE

The State Government hereby grants the Licence to the Licensee over an area described in Schedule I for conducting prospecting operations for a period of [time period], commencing from [date of commencement] with respect to following mineral(s), [name of the minerals].

2. RIGHTS AND OBLIGATIONS

2.1. The rights and obligations of the State Government and the Licensee shall be as specified in the Act and the rules made thereunder,

2.2 In consideration of the fees, royalties, covenants and agreements hereinafter reserved and contained and on the part of the Licensee/ Licensees to be paid, observed and performed, the State Government, hereby, grants and demise into the Licensee/ Licensees, the sole rights and the licence.

3. To enter upon the lands and to search for, win, carry away and dispose of mineral won:-

(1) To enter upon the said lands and to search for by mining, boring and digging or otherwise all or any ----- (Name of minerals) lying or being within under or throughout the said lands;

(2) This licence shall not confer upon the Licensee a right to win or carry away the minerals for commercial purposes:

Provided that the Licensees may collect and carry away up to five cubic meter of ----- (Name of mineral) for the purposes of testing as

specified in ruleafter obtaining transit pass for transportation of mineral on payment of royalty.

4. Without prejudice to the generality of the foregoing,

(a) the Licensee shall:

- (i) at all times comply with the provisions of the Act and the rules made thereunder and any other applicable law;
- (ii) make prompt payment of royalty and any other payment required to be made by the Licensee ;
- (iii) pay such compensation as may be assessed by lawful authority in accordance with the law in force on the subject for all damage, injury, or disturbance which may be done by the Licensee 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 by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith;
- (iv) take measures, at his own expense, for the protection of environment like planting of trees, reclamation of mined land, use of pollution-control devices, and such other measures as may be prescribed by the Central or State Government from time to time;
- (v) without delay send to the Collector a report of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life or property which may occur in the course of the operations under this Licence;
- (vi) submit to the State Government a full report of the work done by the Licensee and disclose all information acquired by the Licensee in the course of the prospecting operations carried out under this Licence regarding the geology and mineral resources of the area covered by the Licence; and
- (vii) pay stamp duty and registration charges as may be applicable in respect of this Licence.

(b) the State Government shall:

- (i) have the right to appropriate the performance security provided by the Licensee in accordance with terms of such performance security and require the Licensee to replenish the performance security. In case the performance security has been provided through a security deposit after termination of the Licence and fulfillment of all obligations of the Licensee , such security deposit shall be returned to the Licensee after appropriate deductions. It is clarified that the security deposit shall not carry any interest; and

5. Every notice required to be given to the Licensee /Licensee s shall be given in writing to such person as the Licensee /Licensee s may appoint for the purpose of receiving such notices or if no such appointment is made then the notice shall be sent to the Licensee /Licensee s by registered post addressed to him/them at the address shown in his/their application for the licence or at such other address in India as he/they designate from time to time and every such service shall be deemed to be proper and valid service upon the Licensee /Licensee s and shall not be questioned or challenged by him.

PART-II

Covenants by Licensee / Licensee s

The Licensee /Licensee s hereby covenants / covenant with the State Government as follows:-

Payment and rates of royalty:-

(1) To pay royalty to the State Government at such rates as specified in Schedule III of the said rules and in advance for experimental purposes and shall be liable to pay contribution to District Mineral Foundation Fund as per the rates notified in Rule 50 for mineral carried beyond five cubic metres.

To carry on work in workman like manner:-

(2)(i) To work and carry on the operations, hereby, Licensed in a fair, orderly, skilful and workman like manner and with as little damage as may be to the surface of the lands and to trees, crops, buildings structures and other property thereon;

(ii) To undertake work in any private land with the consent of Khatedar or occupier or owner of such land;

(iii) Not to enter upon any land in the occupation of any person without the consent of the occupier nor to cut or in any way injure any trees, standing crops, buildings, huts, structures or property of any kind of the occupier of any land or any other person without the written consent of such owner, occupier or person;

Maintenance of correct accounts:-

(3) every Licensee shall maintain a correct and faithful account of all the expenses incurred by him on Composite operations and also the quantity and other particulars of all minerals obtained during such operations and their despatch;

No Prospecting-cum-quarrying operations within restricted distance from bridge, road etc.:-

(4) The Licensee / Licensee s shall not work or carry on or allow to be worked or carried on any Prospecting-cum-quarrying operations at or to any points within a distance of 100 meters from any bridge, national or state highways, railway line, 50 meters from the road constructed under Pradhan Mantri Gram Sadak Yojana, other District Roads of Public Works Department; and 10 meters from grameen kachcha rasta; 100 meters from any river or 50 meters from any public place.

Not to enter and cut or injure trees in forest land, etc. without previous permission:-

- (5) (i) Not to enter and cut or injure any timber or tree on any forest land except in accordance with the provisions of the Forest (Conservation) Act, 1980 and guidelines issued by the Central Government, from time to time.
- (ii) Not to enter upon or commence Prospecting-cum-quarrying operation in any forest land without obtaining the prior written sanction of the authorized Forest Officer and in accordance with such conditions as may be prescribed in such sanction as per provisions of the Forest (Conservation) Act, 1980 and guidelines issued by the Central Government, from time to time, in this regard.

Indemnify Government against all claims:-

- (6) (a) 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.
- (b) To pay a wage not less the minimum wage prescribed by the Central or the State Government, from time to time.
- (c) To comply with the provisions of the Mines Act, 1952.
- (d) To comply with the provisions of the Chhattisgarh Minor Mineral Rules, 2015.
- (e) To take measures, at his own expense, for the protection of environment like planting of trees, reclamation of mines land, use of pollution control devices and such other measures as may be prescribed by the Central or the State Government, from time to time.
- (f) To pay compensation to the occupier of the surface of the land on the date and in the manner laid down in these rules.

Forfeiture of security deposit, etc:-

- (7) Whenever the security deposit of Rs..... or any part thereof or any further sum hereafter 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 Licensee / Licensees shall forthwith deposit with the State Government such further sum as may be sufficient with the un-appropriated part thereof to bring the amount in deposit with the State Government up to the sum of Rupees.....

Licensee not to be controlled by trust, syndicate, etc:-

- (8) The Licensee /Licensees shall not be controlled or permit himself/themselves to be controlled by any trust, syndicate, corporation, firm or person except with the written consent of the State Government.

Report of accident:-

- (9) The Licensee / Licensees 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 prospecting operation under this licence.

Plugging of bore holes, fencing etc., and restoring the surface land after determination or abandonment:-

(10) Save in the case of land over which the Licensee/Licensees shall have been granted, a Quarry Lease, on or before the expiration or sooner determination of the licence, he shall within three months next after the expiration or sooner, determination of the licence or date of abandonment of the undertaking, whichever shall first occur, securely plug any bore or hole and fill up or fence any holes or excavations that may have been made in the lands to such an extent, as may be required by the Collector concerned and shall to a like extent restore the surface of the land and all buildings there on which may have been damaged or destroyed in the course of Composite. Provided that Licensee/Licensees shall not be required to restore the surface of the land, or any building in respect of which full and proper compensation has already been paid.

Removal of machinery etc., after expiration, determination or abandonment:-

(11) Upon expiration or sooner determination of this licence, the Licensee / Licensees shall remove expeditiously not later than thirty days at his/ their own cost all buildings structure, plant, engines, machinery implements, utensils and other property and effects theretofore erected or brought by the Licensee / Licensees and then standing or being upon the said lands by the Licensee / Licensees under the authority of these presents and then being upon the said lands:

provided that this covenant shall not apply to any part of the said lands which may be comprised in any Quarry Lease granted to the Licensee / Licensees. If the machinery etc. is not removed within specified period then it shall be deemed to have become Government property.

Report of work done before the refund of security deposit:-

(12) At any time before the said security deposit as refunded to him / them or transferred to any other account or within one month after the expiration or sooner determination of the license or abandonment of the operations, whichever is earlier, the Licensee /Licensees shall submit to the Director and concerned Collector a full report of the work done by him / them and disclose all information acquired by him / them in the course of the operations carried on under this licence regarding the geology and mineral resources of the area covered by the licence.

Report of information obtained by Licensee:-

(13) The Licensee shall submit to the State Government within ninety days of the expiry of the licence, or abandonment of operations or termination of the licence, whichever is earlier, a final report of the work done by him and all information relevant to mineral resources acquired by him in the course of Composite operations in the area covered by the licence. Final report shall indicate the quality and quantity of proved and probable reserves of mineral.

PART-III

Powers of the Government

It is hereby agreed as follows:-

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

(1) In the case of any breach of any condition of the licence by the Licensee / Licensees or his assignees, the competent authority shall give a reasonable opportunity to the Licensee / Licensees of stating him / their case and where it is satisfied that the breach is such as cannot be remedied, on giving thirty days notice to the Licensee / Licensees or his assignees, determine the license and/ or forfeit the whole or any part of the said security deposit of rupeesdeposited 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 Licensee / Licensees 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 licence shall be cancelled with forfeiture of the security deposit.

PART-IV

Right of Licensee / Licensees

It is hereby further agreed as follows:-

(1) **Preferential right of the Licensee / Licensees for obtaining Quarry Lease.-** Where a Composite Licence has been granted in respect of any land, the Licensee shall have a preferential right for obtaining a Quarry Lease in respect of that land over any other person, provided that the sanctioning authority is satisfied that the licensee/licensees, has/have undertaken Composite operations to establish reserves in such land; has not committed any breach of the terms and conditions of the Composite licence; and is otherwise a fit person for being granted the Quarry Lease.

(2) **Refund of deposit:-**

Security deposit made under rule, if not forfeited under these rules, shall be refunded to the applicant as soon as the report referred under rule is submitted.

PART-V

General Provisions

It is lastly agreed as follows:-

Delay in fulfillment of the terms of licence due to force majeure:-

Discovery of new mineral:-

(1) The Licensee shall report to the Collector and Director or any officer authorized by him, the discovery of any mineral not specified in the licence within a period of thirty days from the date of such discovery and shall not undertake any Composite operations in respect of such mineral unless such mineral is included in the licence:

Provided that in case of discovery of any mineral not specified as minor mineral, the Licensee shall have no right for including that mineral in the licence under these rules.

Immunity of Competent Authority from liability to pay compensation

(2) 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 Chapter XIII of the Chhattisgarh Minor Mineral Rules, 2015, the Licensee/Licensees shall not be entitled to compensation for any loss sustained by the Licensee/Licensees in exercise of the powers and privileges conferred upon him/them by these presents.

SCHEDULE-A

The land covered by the licence

(Here insert the description of lands with area, boundaries, names of District, Sub-Division, Thana, etc. and cadastral survey numbers, 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:-

- (v) District
- (vi) Subdivision
- (vii) Tehsil
- (viii) Thana
- (v) Patwari circle number
- (vi) Name of village

S.No.	Cadastral survey numbers	Area in Hectare
1		
2		
3		
	Total	

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

Signature by Licensee/Licensees

.....

Signature

**By order and on behalf of the
Governor of Chhattisgarh
(Designation**

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 V
[See rule 15 (1)]

Register of application for Prospecting Licence

District

1. Serial No.
2. Date on which application was received by receiving officer.
3. Name of applicant with complete address, phone no., email.
4. Situation and boundaries of the land applied for;
 - (i) Name of the village
 - (ii) Name of Gram Panchayat
 - (iii) Block
 - (iv) Vidhansabha
 - (v) Tehsil
 - (vi) Patwari circle number
 - (vii) Khasra Number
5. Area in Hectares (Khasrawise)
6. Particulars of minerals which the applicant desires for Prospecting.
7. Application fee paid.
8. Remarks (preferential right sought for).
9. Final disposal of applications together with number and date of the order.
10. Signature of the officer.

FORM VI
[See rule 15 (2)]

Register of Prospecting Licence

District

1. Serial No.
2. Name of the licensee with complete address, phone no., email.
3. Date of application and serial number in application register.
4. Situation and boundaries of the land.
5. Mineral for which licence has been granted.
6. Number and date of grant order of licence with authority.
7. Situation and boundaries of the licence granted
8. Name of the village.
9. Name of Gram Panchayat.
10. Block.
11. Vidhan Sabha.
12. Tehsil .
13. Patwari circle number.
14. Khasra Numbers.
15. Area in hectares for which licence has been granted.
16. Date of execution of licence.
17. Period for which granted.
18. Details of licence fee paid.
19. Amount of security deposit.
20. Date of submission of prospecting report and details of reserve and grade proved.
21. Particulars of disposal or of refund of security deposit
22. Date of application for Quarry Lease (if any).
23. Remarks.
24. Signature of the Officer.

FORM VII
Notice of commencement of Prospecting operations
[See rule 16(ii)]

IMPORTANT: This Form, duly filled in must reach the concerned authorities within fifteen days of the commencement of Prospecting operations.

To,

1. Director
Geology and Mining Chhattisgarh
.....
Raipur, Chhattisgarh
2. The Collector
District Chhattisgarh

1. Name of the mineral or minerals for which Prospecting Licence has been granted.
2. Name of the licensee
complete address,
phone no.,
email .

3. Particulars of Prospecting Licence:
 - (i) Date of execution_____
 - (ii) Period: ____ years, from _____ to _____
 - (iii) Area under licence_____ hectares.

4. Location of the Prospecting Licence Area:
 - (i) Survey of India, Topo Sheet Number
 - (ii) District & Tahsil
 - (iii) Block
 - (iv) Name of Gram Panchayat
 - (v) Patwari circle number
 - (vi) Name of the village
 - (vii) Khasra Number
 - (viii) Area in hectare

5. Particulars of Geologist or Mining Engineer employed for the Prospecting Licensed area:

- (i) Name and address:
phone no.
email.
 - (ii) Qualifications
 - (iii) Date of appointment
 - (iv) Nature of appointment: Whole time/ Part time.

6. Date of commencement of Prospecting Operations:th day month
..... year

Place:

Date:

Signature :
Name in full:
**Designation : Owner/Agent/
Mining Engineer/Manager**

FORM VIII
[See rule 16(viii)(a)]

Final Report of Prospecting Operations carried out for Minor Mineral.

IMPORTANT: This Form, duly filled in must reach the concerned authorities within ninety days after expiration of one year from the date of execution of prospecting licence or the expiry of prospecting licence or abandonment of prospecting operations, whichever is earlier.

To,

1. Director
Geology and Mining Chhattisgarh
.....
Raipur, Chhattisgarh
2. The Collector
District
Chhattisgarh
1. Name of the mineral or minerals for which (a).....
Prospecting licence has been granted (b).....
2. Name and address of the Licensee,
Phone number,
E-mail PIN.....
3. Particulars of Prospecting Licence
(i) Date of execution
(ii) Period years,
from to.....
hectares
(iii) Area under licence
4. Location of Prospecting Licence Area:
(i) Khasra Number
(ii) Village/Tahsil/District
5. Particulars of the Geologist /Mining
Engineer –
In-Charge of Prospecting operations :
(i) Name and address:
Phone number, PIN
E-mail
(ii) Qualifications
(iii) Date of appointment
(iv) Nature of appointment
(Please tick (✓) mark one of the boxes Whole time () Part
whichever is applicable) time ()
6. (i) Status of Prospecting operation: Completed []
(Please tick (✓) mark one of the boxes Abandoned []
whichever is applicable)

(ii) Date of completion or abandonment
Prospecting operation

7. Total area, in hectare, covered under
Prospecting operations within the
Licenced area.

8. Details of Prospecting operation carried
out:

(a) Detailed Geological Mapping

(i) Area in hectare

(ii) Scale.

(b) Topographical Survey

(i) Area in hectare

(ii) Scale.

(iii) Contour interval.

(c) Pitting

(i) Number of pits

(ii) Depth (metres)

Average

Maximum

Minimum

(d) Trenching

(i) Number of trenches

(ii) Depth/length of trenches (metres)

Average

Maximum

Minimum

(e) Drilling

(i) Number of boreholes completed

(ii) Grid interval of boreholes

(iii)Total drilling (metres)

(f) Particulars of drilling machines: Type Make Capacity

Number of drills

.....

.....

(g) Total number of samples analysed

Surface samples:-

Pit's/trench's samples:-

Core samples :-

(i) Main constituent

(please specify radicals /elements)

(ii) Complete analysis

(iii) Address of Chemical Laboratory

9. Brief description of geology of area and Nature of deposit.
10. Assessed Reserve in the area along with Grade
11. Any other information

Note: Please enclose a geological report describing the prospecting operations undertaken along with the detailed geological plans and sections showing locations of (a) boreholes, (b) pits, (c) trenches, (d) outcrops and other geological features etc. Copy of chemical analysis reports certified by the Chemical Laboratory, where samples were analysed.

Place:

Date:

Signature:

Name in full:

**Designation : Owner/Agent/
Mining Engineer/Manager**

- (i) the symbol and word “/ Renewal”, wherever they occur, shall be omitted;
- (ii) clause (xv) of serial number 3 shall be omitted; and
- (iii) serial number 9 shall be omitted.

FORM IX
(See rule 23)

Application For grant #{} of Quarry Lease for Minor Mineral

Received at (place) on the day of 20.....

To, Date20.....
The Collector
.....
District
Chhattisgarh

1. I/ we beg to apply for grant of Quarry Lease #{} of Quarry Lease for a term of years over hectares of land in the area specified in the schedule.

2. A sum of Rupees as application fee payable under rules has been deposited vide challan No. Dated at place.
.....

3. The required particulars are given below : -

- | | | |
|--------|--|----------------------------------|
| (i) | Name of applicant | ..... |
| (ii) | Nationality of the applicant
(partners, Directors, Members) | |
| (iii) | Place of registration of
incorporation (firm, Company
or Society / Association) | |
| (iv) | Profession of individual, nature
of business of firm or company
or Society/Association and
place of business. | |
| (v) | Complete postal address, of
the individual firm, company
or society/association
Pin Code
Phone/Mobile number
E-mail |
.....
.....
..... |
| (vi) | Self attested copy of PAN
card/voter ID/ driving
Licence/Aadhar card of
individual, partners ,
Directors, Members | |
| (vii) | Caste (individual or members
of Society/ Association) | |
| (viii) | Educational qualification
(individual or members of | |

	Society / Association)	
(ix)	Age (individual or members of Society / Association)	.....
(x)	Residential Address (individual or members of Society / Association)	..... ..... .....
(xi)	List of Directors / Partners / Members	.....
(xii)	Registration/in-corporation certificate	.....
(xiii)	Financial Status	.....
(xiv)	Articles of memorandum/ partnership deed / bye-laws	.....
(xv)	#{omitted }	
(xvi)	Mineral/Minerals which the applicant intends to mine.	.....
(xvii)	Period for which the Quarry Lease / renewal of Quarry Lease is required.	.....
(xviii)	(a) No. and date of grant order of Prospecting Licence and the date when it is due to expire	..........
	(b) A report giving the details of Prospecting carried out in the said area to be attached	..........
	(c) Reserve and grade of mineral deposit as per prospecting report	.....
(xix)	Manner in which the mineral raised is to be utilized.	.....
	(a) for manufacture	
	(b) for sale	
	(c) any other purpose	

In case of manufacture the industries in connection with which it is required, should be specified. Details of plant(s) owned, proposed to be set up be given.

4. A statement supported by a affidavit showing all the areas mineral wise in each district of the State:-
 - (i) already held by me / us in my / our name / names (and jointly with others) under quarry lease specifying the names of minor minerals,
 - (ii) already applied for but not yet granted and,
 - (iii) being applied for simultaneously.
5. An affidavit of obtaining surface rights.

6. No dues certificate in Form II.
7. (a) A plan (six copies) showing the situation and boundaries of the area / areas applied for and concession if any, adjoining is / are enclosed. (If this plan / these plans be considered insufficient, I / we request that the necessary plan / plans of the area / areas may be prepared in duplicate in your office at my / our cost.)
.....
(b) Khasrapanchsala
8. The plan should indicate important features, viz-
 - (i) if a railway, its full details i.e. whether South East Central Railway or East Coast Railway, whether a branch line or a main line or colliery tramway.
 - (ii) if a road, whether village or public works department or cart track.
 - (iii) wells,
 - (iv) temples or mosques.
 - (v) burningghat or burial ground, etc.
9. **#omitted }**
10. Means by which mineral is to be raised i.e. by hand
laborers, mechanical or electric power.
11. Preferential right sought for (mention sub-rule/rules)
.....
12. Any other particulars which the applicant wishes to furnish.

SCHEDULE

Description of the area applied for :-

- (i) Name of village
- (ii) Gram Panchayat and Police Station
- (iii) Khashra number and area of each field or part thereof:-

Khasra Number

Area in Hectares

-
- (iv) Full description of the area applied for with regard to natural feature –
 - (v) Block,
 - (vi) Vidhansabha
 - (vii) Tehsil
 - (viii) Patwari circle number
 - (ix) District

13. List of enclosures :-

- (i)
- (ii)
- (iii)
- (iv)
- (v)
- (vi)

- (vii)
- (viii)
- (ix)
- (x)

Place

Dated

Yours Faithfully
Name and Designation

N.B. –

- if the application is signed by an authorized agent of the applicant, power of attorney should be attached.
- If all the number cannot be entered on this form they should be continued on a separate sheet attached to it and signed.
- Where a portion of a khasra number only is required the approximate area of such portion will suffice

FORM X
[See rule 29(2) #{ omitted}]

SURETY BOND

STAMP DUTY AS SPECIFIED

against Item 57 of Sec. 1. A.
of Indian Stamp Act, 1899

Know all Men by These Present, that I, S/o Shri
..... Resident of in the Tehsil
..... District (hereinafter called the
surety) am held and firmly bound to the Governor of Chhattisgarh (herein after
called the Governor) for the sum of Rs..... only, to be paid
to the Governor, his successors, or assignees or their attorney or the officer
authorized by the Governor in this behalf, for which payment will and truly to
be made, I hereby bind myself, my heirs, executors, administrators and
representatives, firmly by these witnesses;

As witness I have set out my hand on this day of two
thousand and

And whereas Shri Son of Shri
..... resident of in the tehsil
..... district (hereinafter called the lessee) has
at his own request been granted prospecting Licence/Quarry Lease for
..... (minor mineral) over an area ofhectares in village
..... Tehsil District for a period of
..... vide order no. dated
.....

And whereas the lessee has agreed to execute the prescribed agreement
with the Government.

And whereas by virtue of the agreement to be executed between the
Governor (lessor) and lessee, the said is required to pay regularly and timely
the dead rent, royalty, surface rent and any other dues arising out of the
licence/lease, as the case may be.

And whereas the Governor has asked Shri son
of to furnish surety of Rs.
(Rupees only), I, stand as
surety for him to the above amount and execute this bond, and I declare that I
own the following immovable property of which I am the absolute owner and
that the property is not mortgaged or gifted and it is free from all
encumbrances.

Details of the property..... Value

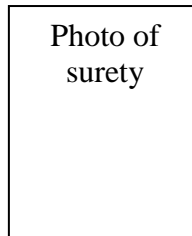
And the conditions of the Bond is such that if the lessee shall die or
become insolvent or at any time ceases to pay the dead rent, royalty, surface
rent or any other dues arising out of the said licence/lease, as the case may
be, by such due on this account under this licence/lease, as the case may be,
shall immediately become due and payable to the Governor and the same will

be recovered from my property detailed above as an arrear of land revenue in installment by virtue of this Bond.

And I further declare that I will not sell, mortgage, gift or transfer in any other manner and will not act in to dispose off the above property till this bond is in force.

In witness whereof the said has signed hereinto onday of Two thousand and

Dated :



Signature of the surety

Verified and found correct
has signed
This bond today in my
presence
Magistrate, Executive

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 XI
[See rule 36]

Register of applications for Quarry Leases of Minor Mineral

District

1. Serial No.
2. Date on which application was received by receiving officer.
3. Name of applicant with complete address, phone no., email.
4. Situation and boundaries of the land applied for;
 - (i) Name of the village
 - (ii) Name of Gram Panchayat
 - (iii) Block
 - (iv) Vidhansabha
 - (v) Tehsil
 - (vi) Patwari circle number
 - (vii) Khasra Number
5. Area in Hectares (Khasra wise).
6. Particulars of minerals which the applicant desires for Quarry Lease.
7. Particulars of the prospecting licence if the area applied for is covered by it.
8. Period for which applied.
9. Application fee paid.
10. Remarks (preferential right sought for).
11. Final disposal of applications together with number and date of the order.
12. Signature of the officer

FORM XII
[See rule 41(1)]
Register of Quarry Leases for Minor Mineral

District

1. Serial Number
2. Name of the lessee with complete address, phone no., email
3. Date of application and Serial number in application register
4. Mineral for which lease has been granted
5. (a) Number and date of grant order of lease with authority
(b) Date of execution of Quarry Lease
6. Period for which granted/ renewed
7. Situation and boundaries of the lease granted
8. Name of the village
9. Name of Gram Panchayat
10. Block
11. Vidhansabha
12. Tehsil Patwari circle number
13. Khasra Numbers
14. Granted lease area in hectare.
15. Number and date of approval of Quarry Plan and period.
16. Number and date of EIA clearance (if applicable) and period.
17. Amount of compensation paid for Area – in col. No. 14 with date of payment and whether through Government or by private negotiations together with No. and date of order of land acquisition or transfer of lease.
18. Amount of surface rent fixed and date of fixation.
19. Amount and details of financial assurance
20. Amount and details of security deposits
21. Particulars of disposal or refund of financial assurance.
22. Particulars of disposal or refund of security deposit.
23. Date of expiry or relinquishment or cancellation of the lease.
24. Remarks with particulars as to date of renewal, actual expiry or relinquishment
25. Date of assignment or transfer of lease, if any, and the name and address of the assignee or transferee.
26. Date of change together with the details of change that take place, in name nationality or other particulars of the holder of Quarry Lease.
27. Date from which the area is available for grant (Date and number of Notification and date of availability)
28. Remarks
29. Signature of the Officer.

FORM XIII
[See rule 47 (1)]

QUARRY LEASE DEED FOR MINOR MINERAL

THIS INDENTURE made on this..... day of..... 20..... between the Governor of Chhattisgarh acting through the (hereinafter referred to as the "lessor" which expression shall where the context so admits so deemed to include the successors in office) of the one part

AND

Shri S/o (Name of person with address and occupation) (hereinafter referred as the "lessee" which expression shall, where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assignees) of the other part.

OR

..... (Name of society/Association with address and occupation) and (Name of person with designation) (hereinafter referred to as "the lessee" which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assignees) of the other part.

OR

..... (Name and addresses of partners), son of and son of all carrying on business in partnerships 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 lessee" which expression where the context so admits be deemed to include all the said partners their) respective heirs, executors, legal representatives and permitted assignees) of the other part.

OR

..... (Name of company) a company registered under the Companies Act, 2013 (No. 18 of 2013) 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 assignees) of the other part.

WHEREAS the lessee/ lessees has /have applied to the Competent Authority in Accordance with the Chhattisgarh Minor Minerals Rules, 2015 (hereinafter referred to as the said Rules) for a Quarry Lease forin respect of the lands described in Part I of the Schedule hereunder written and has/have deposited with the State Government the sum of Rupees as security deposit.

WITNESSTH that in consideration of the rents and royalties, covenants and agreements by and in these presents and the Schedule hereunder written, reserved and contained and on the part of the lessee/lessees to be paid,

observed and performed. The Competent Authority, hereby, grants and demise unto lessees.

All those mines bed (herein state the mineral or minerals) lease, (hereinafter and in the Schedule referred to as the said minerals) situated lying and being in or under the lands which are referred to in Part I of the said schedule, together with the liberties, powers and privileges to be exercised or enjoyed in connection herewith, 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 said Schedule.

TO HOLD the premises hereby granted and demised unto the lessee/lessees from theday 20 for the term of years hence next ensuing YIELDING AND PAYING therefore unto the State Government the several rents and royalties mentioned in Part V the said Schedule, at the respective times in specified, subject to the provisions contained in Part VI of the said Schedule and the lessee/lessees hereby covenant / covenants with the state Government as expressed in Part VII of the said Schedule And the State Government, hereby, covenants with lessee/lessees as expressed in Part VIII of the said Schedule and it is, hereby, mutually agreed between the parties hereto as expressed in part IX of the said Schedule is.

IN WITNESS WHEREOF these presents have been executed in manner hereunder appearing the day 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 village (Description of area or areas) in Tehsil in Gram Panchayat, bearing Khasra survey Nos. containing an area of..... or thereabout, in district,....., delineated on the plan hereto annexed and thereon coloured.....and bounded as follows :-

On the North by
On the South by.....
On the East by.....
And
On the West by.....
hereinafter referred to as “the said lands”

PART II

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

1. **To enter upon land win, work etc.** - Liberty and power at all times during the term, hereby, demised to enter upon the said lands and to win, work, dress, process, convert, carry away and dispose of the said mineral/minerals.

2. **To bring and use machinery equipment etc.** – Liberty and power for or in connection with any of the purposes mentioned in this part to erect, construct, maintain and use on or under the said lands any engines, machinery, plant, dressing floors, brick-kilns, workshops, store house, godowns, sheds and other buildings and other works and conveniences of the like nature on or under the said lands.
3. **To make roads and ways etc. and use existing road and ways.** – Liberty and power for or in connection with any of the purposes mentioned in this part to make any tramways, roads, and other ways in or over the said lands and to use, maintain and go, and repass with or without horses cattle, wagons, or other vehicles over the same (or any existing tramways, roads and other ways in or over the said land) on such conditions as may be agreed to.
4. **To get building and road materials etc.** –Liberty and power for or in connection with any of the purposes mentioned in this part to mine and get stone, gravel and other building and road materials and ordinary clay and to use and employ the same and manufacture such clay into bricks or tiles and to use such bricks or tiles but not to sell any such material bricks or tiles.
5. **To use water from streams etc.** – Liberty and power for or in connection with any of the purpose mentioned in this part but subject to the right of any existing or future lessees and with the written permission of Collector to appropriate and use water from any streams, water-courses, springs or other sources in or upon the said lands and to divert, set up or dam any such stream or water course and collect or impound any such water and to make, construct and maintain any water-course culverts, dams or reservoirs but not as so to deprive any cultivated lands, villages, building or watering places for livestock or a reasonable supply of water as before accustomed nor in any way to foul or pollute any stream or springs. Provided that the lessee/lessees shall not interfere with the navigation in any navigable steam or shall divert such stream without the previous written permission of the State Government.
6. **To use land for stacking, heaping, depositing purposes.** – 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 therein 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.
7. **Beneficiation/processing and conveying of production.-** Liberty and power to enter upon and use a sufficient part of the surface of the said lands to beneficiate/process any minor mineral produced from the said land and to carry away such beneficiated minor mineral.
8. **To clear brushwood and to fell and utilize trees, etc.-** Liberty and power for or in connection with any of the purpose 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 brushwood and to fell and utilize any trees or timber standing or found on the said lands provided that the State Government may ask the lessee/lessees to pay for any trees

or timber felled and utilised, by him/them the rates specified by the Collector or the State Government.

PART III

Restrictions and conditions as to the exercise of the liberties, power and privileges in PART II

1. **No building etc upon certain places.** – 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 ground, burning or burial ground or place held sacred by any class of person or any house or village site, public road or other place which the State Government may determine as public ground nor in such a manner as to injure or prejudicially effect any building, works, property or rights of other persons and 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/lessees shall not also interfere with any right of way, well or tank.
2. **Permission for surface operation in a land not already in use.** – Before using for surface operations any land which has not already been used for such operations, the lessee/lessees shall give to the collector of the District two calendar months previous notice in writing specifying the name or other description 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 so used if objection is issued by the collector within two months after the receipt by him of such notice unless the objection so stated shall on reference to the State Government be annulled or waived.
3. **To cut trees in unreserved lands:-** The lessee /lessees shall not without the express sanction of the Collector cut down or injure any timber or trees on the said lands but may without such sanction clearway any brushwood or under growth which interferes with any operations authorized by these presents. The Collector or the State Government may require the lessee/lessees to pay for any trees or timber felled and utilized by him /them at the rates specified by the Collector of the District.
4. **No Mining operations within prohibited distances.** – The lessee/ lessees shall not work or carry on or allow to be worked or carried on any mining operations at or to any point within the prohibited distances specified in rules 5 (2) and 51 (12).
5. **Facilities for adjoining Government Licence and leases** – The lessee / Lessees shall allow existing and future holders of Government Licensee or leases over any land which is comprised in or adjoins or is reached by the land held by the lessee/lessees reasonable facilities or access there to:

Provided that no substantial hindrance or interference shall be caused by such holders of Licences or leases to the operation lessee/ lessees under these present and fair compensation as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government shall be made to the lessee/lessees for loss or damage sustained by the lessee/lessees by reason of the exercise of this liberty.

PART IV

Liberties, Powers and privileges reserved to the State Government

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

Provided that in the exercise of such liberty and power no substantial hindrance or interference shall be caused to or with the liberties, power and privileges of the lessee/lessees under these presents and that fair compensation as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government shall be made to the lessee/lessees for all loss or damage sustained by the lessee/lessees by reasons for all loss or damages sustained by the lessee / lessees by reasons or in consequence of the exercise of such liberty and power.

2. **To make railway and roads** – Liberty and power for the State Government or any lessee or person authorized by 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 materials for making, maintaining and repairing such railway, tramways and road or any existing railways and road and to re-pass at all times with or without horse, cattle or other animals carts, wagons carriages, locomotives or other vehicles over or along any such railway tramways, road lines and other ways for all purposes and as occasion 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 / lessees under these presents and that fair compensations as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government be made to the lessee / lessees for all loss or damage sustained by the lessee / lessees by reason or in consequence of the exercises of such liberty and power.

PART V

Rents and royalties reserved by this lease

1. **To pay dead rent or royalty whichever is higher** – The lessee shall pay for every year except the first year of the lease, dead rent as specified in clause 2 of this part:

Provided that, where the holder of such Quarry Lease becomes liable under Rule 51 of the rules to pay royalty for any mineral removed or consumed by him or by his agent, manager, employee, contractor or sub-lessee from the leased area he shall be liable to pay either such royalty or the dead rent in respect of that area, whichever is higher.

2. **Rate and mode of payment of dead rent.** – Subject to the provisions of clause 1 of this Part during the subsistence of the lease, the lessee/lessees shall pay to the State Government annual dead rent for the lands demised

and described in Part-I of this Schedule at the rate for time being specified in the Schedule IV of the Rules in such manner as specified in Rule 51 (1) (a).

3. **Rate and mode of payment of royalty** – Subject to the provision of clause 1 of this part, the lessee/lessees shall during the subsistence of this lease pay to the State Government as specified in Rule 51 (1)(b) royalty in respect of any mineral / minerals removed by him / them from the leased area at the rate for the time being specified in the Schedule - III to the Rules.
4. **Payment of surface rent** – The lessee / lessees shall pay rent to State Government in respect of all parts of the surface of the said lands which shall from time to time be occupied or used by the lessee / lessees under the authority of these presents at the rate of Rupees..... respectively per annum per hectare or part thereof for area so occupied during the period from commencement of such occupation or use until the area shall cease to be so occupied for used and shall as far as possible restore the surface land so used to its original condition. Surface rent shall be paid as detailed in Rule 51 (1) (c).
- #5. **Payment of auction money-** The lessee of lease granted through auction/ tender shall pay the auction money to the State Government for the mineral dispatched every month from the lease area. Escalation in auction money price shall be on the basis of Wholesale Price Index and for this base year shall be the year of auction.}

PART VI

Provisions relating to the rents and royalties

1. **Rent and royalties to be free from deduction etc.** – The rent and royalties mentioned in Part V of this Schedule shall be paid free from any deductions to the State Government as specified in Rule 51 (1).
2. **Mode of computation of royalty** – For the purposes of computing the said royalties the lessee/lessees shall keep a correct account of the mineral / minerals produced, consumed and dispatched. The accounts as well as the volume of mineral/minerals in stock or in the process of export may be checked by an officer authorized under the Rules.
3. **Course of action if rents and royalties are not paid in time** – Should any rent, royalty or order sums due to the State Government under the terms and conditions of these presents be not paid by the lessee/lessees within prescribed time, the same, together with simple interest due thereon at the rate of twenty four percent per annum or equivalent to the rate of interest prescribed under rule 64A of Mineral Concession Rules, 1960, whichever is higher, may be recovered on a certificate of Mining Officer / Assistant Mining Officer in the same manner as an arrear of land revenue.

PART VII

The Covenants of the lessee/lessees

1. **Lessee to pay rents and royalties, taxes etc.** – The lessee/lessees shall pay the rent and royalties reserved by this lease at such times and in the manner provided in Part-V and VI of these presents and shall also pay and discharge all taxes, rents, assessments and impositions whatsoever being in

the nature of public demands which shall from time to time be charged, assessed or imposed by the authority of the State Government upon or in respect of the premises and works of the lessee/lessees in common with other premises and works of a like nature except demands for land revenues.

2. **To maintain and keep boundary marks in good order** – The lessee/lessees shall at his / their own expense erect and at all times maintain and keep in repair boundary marks and pillars according to the demarcation to be shown in the plan annexed to this lease. Such marks and pillars shall be sufficiently clear of the shrubs and other obstruction as to allow easy identification, co-ordinates shall be marked on all the corner pillars. The maximum distance between any two successive boundary pillars should not be more than 100 meters.
3. **To Commence operations within a year and work in a workman like manner.** – Mining operation shall be undertaken in accordance with the approved Quarry Plan as per Rule 24. The lessee/lessees shall commence operation within one year from the date of execution of the lease and shall thereafter at all times during the continuance of this lease win, work and develop, the said minerals without voluntary intermission in a skillful and workman like manner and as prescribed under clause 12 hereinafter without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops, building, 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.
4. **To indemnify Government against all claims** – 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 in exercise of the powers granted by this lease and shall indemnify and keep indemnified fully and completely the State Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connections therewith.
5. **To secure and keep in good condition pits, shafts, etc.** – The lessee/lessees shall during the subsistence of this lease well and sufficiently secure and keep open with timber or other durable means all pits and workings that may be made or used in the said lands and make and maintain sufficient fences to the satisfaction of the Collector around every such pit or working whether the same is abandoned or not and shall during the same period keep all workings in the said lands except such as may be abandoned accessible free from water and foul air as far as possible.
6. **To strengthen and support the mine to necessary extent.** – The lessee/lessees shall strengthen and support to the satisfaction of the Railway Administration concerned or the State Government, as the case may be any part of the mine which in its opinion requires such strengthening or support for the safety of any railway, reservoir, canal, road and any other public works or structures.
7. **To allow inspection of workings.** – The lessee/lessees shall allow any officer authorized under these Rules to enter upon the premises including

any building excavation or land comprised in the lease for the purpose of inspecting, examining, surveying, prospecting and making plans thereof sampling and collecting any data and the lessee/lessees shall with proper person employed by the lessee/lessees and acquainted with the mines and works effectually assist such officer, agents, servants and workman 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 Central and State Government as the result of such inspection or otherwise may from time to time see fit to impose.

8. **To report accident** – The lessee/lessees shall without delay send to the Collector a report of any accident causing death or serious bodily injury or serious injury to the property or seriously affecting or endangering life or property which may occur in the course of the operations under this lease.
9. **To report discovery of other minerals.** – The lessee/lessees shall report to the Collector the discovery in the leased area of any mineral not specified in the lease without delay along with full particulars of the nature and position of each such find. If any mineral not specified in the lease is discovered in the leased area, the lessee/lessees shall not win and dispose of such mineral unless such minerals is included in the lease or a separate lease is obtained thereof.
10. **To keep records and accounts regarding production and employees etc.** – The lessee/lessees shall at all time during the said term keep or cause to be kept at an office to be situated upon or near the said lands correct and intelligible books of accounts which shall contain accurate entries showing from time to time : -
 - (1) Quantity and quality of the said mineral / minerals realized from the said lands.
 - (2) Quantities of the various qualities of the said mineral / minerals sold/ dispatched from said land and consumed within said land separately.
 - (3) Quantities of the various qualities of the said mineral / minerals otherwise disposed of and the manner and purpose of such disposal.
 - (4) The prices and all other particulars of all sales of said mineral / minerals.
 - (5) The number of persons employed in the mines or work or upon the said lands specifying nationality qualification and pay of the technical personnel.
 - (6) Such other facts, particulars and circumstances as the Central or the State Government may from time to time require and shall also furnish free of charge to such officers and at such times as the Central and State Government may appoint true and correct abstract 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 Central Government or State Government shall in that behalf appoint to enter into and have free access to the said offices for the purpose of examining and inspecting the said books of accounts, plans and records and to make copies thereof and make extracts therefrom.
11. **To maintain plans, etc.** – The lessee / lessees shall at the all times during the said term maintain at the mine office correct intelligible up-to-date and complete plans of the mines in the said lands. They shall show all

the operations, and working and all the trenches, pits made by him / them in the course of operations carried on by him/them under the lease and geological data and all such plans shall be amended and filled up by and from actual surveys to be made for that purpose at the end of twelve months or any period specified from time to time and the lessee / lessees shall furnish free of charge to the State Government true and correct copies of such plans wherever required. Accurate records of all trenches, pits shall show –

(a) The subsoil and strata through which they pass.

(b) Any mineral encountered.

(c) Any other matter of interest and all data required by the State Government from time to time.

The lessee / lessees shall allow officer of the State Government authorized in this behalf to inspect the same at all reasonable time. He / they shall also supply when asked for by the State Government a composite plan of the area showing thickness, dip, inclination, etc. as also the quantity of reserves quality wise.

12. **To pay compensation for injury of third parties.** – The lessee / lessees shall make and pay reasonable and satisfactory compensation for all damage, injury or disturbance to person or property which may be done by or on the part of lessee / lessees in exercise of the liberties and power granted by these presents and shall at all times save harmless and keep indemnified the State Government from and against all suits, claims and demands which may be brought or made by any person or persons in respect of any such damage, injury or disturbance. In case of Government land the lessee/lessees shall pay, an amount equal to five percent of prevalent price fixed by Revenue Department for **paddath** land of concerned district in every financial year as a compensation to government.
13. **Not to obstruct working of other minerals** – The lessee/lessees will exercise the liberties and power hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working within the said lands of any minerals not included in this lease and shall at all times afford to the Central and State Government and to the holders of prospecting Licence, Quarry Leases or quarry permit in respect of any such minerals or any minerals within any land adjacent to the said lands as the case may be reasonable means of access and safe and convenient passage upon and across the said land to such minerals for the purpose of getting working, developing and carrying away the same provided that the lessee/lessees shall receive reasonable compensation for any damage or injury which he/they may sustain by reason or in consequence of the use of such passage by such lessees or holders of prospecting Licences.
14. **Transfer/Amalgamation of lease.** – (1) The lessee/lessees shall not, without the previous consent in writing of the Sanctioning Authority –
- (a) Assign, sublet, mortgage, or in any other manner transfer the Quarry Lease, or any right title or interest therein, or
- (b) Enter into or make any arrangement, contract or understanding whereby the lessee / lessees will or may be directly or indirectly financed to a substantial extent by, or under which the lessee's operation's or undertakings will or may be substantially controlled by, any person or body of person other than the lessee / lessees.

- (c) The Sanctioning Authority may by an order in writing determine the lease at any time if the lessee / lessees has / have in his opinion committed a breach of any of the above provisions of has/ have transferred lease or any right, title or interest therein otherwise than in accordance with rule 56, provided that no such order shall be made without giving the lessee / lessees a reasonable opportunity of stating his / their case.
- (2) For amalgamation of leases, lessee/lessees shall submit an application for amalgamation, along with at common Quarry Plan for the leases proposed for amalgamation, in accordance with rule 57. The Director may permit amalgamation of leases and period of amalgamated lease shall be co-terminus with the lease whose period expires first.
15. **Lessees shall deposit any additional amount necessary.** – Whenever the security deposit of rupees. 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 in hereinafter declared in that behalf the lessee/lessees shall deposit with the State Government such further sum as may be sufficient with the inappropriate part thereof to bring the amount in deposit with the State Government up to the sum of rupees.
16. **Delivery of working in good order to State Government after determination of lease.**– The lessee / lessees shall at the expiration or sooner determination of the said term or any renewal thereof deliver up to the State Government all mines, pits, water ways, and other works now existing or hereinafter to be sunk or made on or under the said lands except such as have been abandoned with the sanction of the State Government and in any ordinary and fair course of working all engines, machinery, plant, building, structure, 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 / lessees which cannot be removed without causing injury to the mines, **works under the said** lands (except such of the same as may with the sanction of the State Government have become dis-used) and all buildings and structures of bricks or stone erected by the lessee / lessees above ground level in good repair order and condition and fit in all respects for further working of the said mines and the said minerals.
17. **Right of pre-emption** –
- (A) The State Government shall from time to time and all times during the said term have the right (to be exercised by notice in writing to the lessee / lessees) of pre-emption of the said minerals (and all products thereof) lying in or upon the said lands hereby demised or elsewhere under the control of the lease/leases and the lease/leases shall with all possible expedition deliver all minerals or products or minerals purchased by the State Government under the power conferred by this provisions in the quantities at the times in manner and at the place specified in the notice exercising the said rights.
- (B) The price to be paid for all minerals or products of minerals taken in pre-emption by the State Government in exercise of the right hereby

conferred shall be the fair market price prevailing at the time of pre-emption:

Provided that in order to assist in arriving at the said fair market price the lessee / lessees shall if so required furnish to the State Government for the confidential information of the Government, particulars of the quantities, description and prices of the said minerals or 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 original or authenticated copies of contracts and charter parties entered into for the sale or freightage of such minerals or products.

- (C) In the event of the existence of a state of war or emergency (of which existence and president of India shall be the sole judge and a notification to this effect in the gazette of India shall be conclusive proof), the State Government with the consent of the central Government shall from time to time and all times during the said term have the right (to be exercised by a notice in writing to the lessee / lessees) forth with 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 to and obey all directions given by or on behalf of the Central Government or State Government regarding the use or employment of such works, plants, premises and minerals:

Provided that fair compensation which shall be determined in default of agreement by the Government shall be paid to the lessee / lessees for all loss or damage sustained by him / them by reason or in consequence of the exercise of the powers conferred by this clause:

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.

18. **Recovery of expenses incurred by the State Government** – If any of the works or matters which in accordance with the covenants in that behalf hereinbefore contained are to be carried or performed by the lessee / lessees be not so carried out or performed within the time specified in that behalf, the State Government may cause the same to be carried out or performed and the lessee / lessees pay the State Government on demand all expenses which shall be incurred in such carrying out or performance of the same and the decision of the State Government as to such expenses shall be final.
19. **Other obligations** –
- (a) The lessee / lessees 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 lessee / lessees shall comply with provisions of the Mines Act, 1952 and the rules made there under;
 - (c) The lessee / lessees shall comply with provisions of the Water (Prevention and Control of Pollution) Act, 1974 and the rules made there under;

- (d) The lessee / lessees shall comply with provisions of the Air (Prevention and Control of Pollution) Act, 1981 and the rules made there under;
- (e) The lessee / lessees shall comply with provisions of the Environment (Protection) Act, 1986 and the rules made there under;
- (f) The lessee/ lessees 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.
- (g) The lessee / lessees shall pay compensation to the occupier of the land on the date and in the manner laid down in the rules;
- (h) The lessee/ lessees shall in the matter of employment give preference to the tribal's and to the local persons;
- (i) The lessee/ lessees shall not transport any mineral or its product from the leased area without a valid transit pass as provided in the rules.

PART VIII

The Covenants of the State Government

1. **Lessee / Lessees may hold and enjoy rights quietly** – The lessee / lessees 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 / lessees 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 in lawful interruption from or by the State Government or any person rightfully claiming under it.
2. **Acquisition of land of third parties and compensation thereof** – If in accordance with the provision of clause 4 of Part VII of this Schedule the lessee / lessees shall offer to pay to an 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 / lessees and the said occupier shall refuse his consent to the exercise of the rights and powers reserved to the State Government and demised to the lessee / lessees by these presents and the lessee / lessees shall report the matter to the State Government and shall deposit with it the amount offered as compensation and if the State Government are satisfied that the amount of compensation offered is fair and reasonable or if it is not so satisfied and the lessee / lessees shall have deposited with it such further amount as the State Government shall consider fair and reasonable the State Government shall order the occupier to allow the lessee / lessees to enter the land and 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 shall be guided by the principles of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (No. 30 of 2013).
3. **To renew** – The Quarry Lease is renewable in terms of the provisions of the rules.
4. **Liberty to determine the lease.** –
 - (1) The lessee / lessees may at any time determine this lease by giving not less than six calendar months notice in writing to the Sanctioning Authority and upon the expiration of such notice provided that the lessee / lessees 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 lessor or any other person or persons and shall deliver these presents to the State Government then this 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 lessor in respect of any breach of any of the covenants or agreements contained in these presents.

(2) The Sanctioning Authority may on an application made by the lessee permit him to surrender one or more minerals from his lease which is for a group of minerals on the ground that deposits of that mineral have since exhausted or depleted to such an extent that it is no longer possible to work the mineral economically, subject to the condition that the lessee;

(a) Makes an application for such surrender of mineral at least six months before the intended date of surrender and,

(b) Gives an undertaking that he will not cause any hindrance in the working of the mineral so surrendered by any other person who is subsequently granted a Quarry Lease for that mineral.

5. **Refund of security deposits** – On such date as the Collector may elect 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/lessees. No interest shall run on the security deposit.

PART IX

GENERAL PROVISIONS

1. **Obstructions to inspection** – In case the lessee / lessees or his / their transferee / assignee does/ do not allow entry or inspection by the officers authorized by the Central or State Government under the said rules, the Collector shall give notice in writing to the lessee / lessees requiring him/ them to show cause within such time as may be specified in the notice why the lease should not be determined and his / their security deposit forfeited; and if the lessee / lessees fails / fail to show cause within the aforesaid time to the satisfaction of the Sanctioning Authority may determine the lease and forfeit the whole or part of the security deposit.
2. **Penalty in case of default in payment of royalty and breach of covenants.** - If the lessee / lessees or his / their transferee or assignee makes / make any default in payment of rent or royalty as required by the rules, Act or commits a breach of any of the conditions and covenants; other than those referred to in covenant I above , the Collector shall give notice to the lessee / lessees requiring him / them to pay the rent and royalty with interest as per rule 51 (1) (d) or remedy the breach, as the case may be within sixty days from the date of receipt of the notice and if the rent and royalty with interest are not paid or the breach is not remedied within such period, the Sanctioning Authority without prejudice to any proceedings that may be taken against him / them, determine the lease and forfeit the whole or part of the security deposit or may impose penalty as provided in the rules.

3. **Lessee / Lessees to remove his / their properties on the expiry of lease** - The lessee / lessees having first paid discharged rent, and royalties payable by virtue of these presents may at the expiration or sooner determination of the said term or within three calendar months thereafter (unless the lease shall be determined under clauses 1 and 2 of this part and in that case at any time not less than 15 days nor more than three calendar months after such determination) take down and remove for his / their own benefit all or any engines, machinery, plant, building, structures, tramways 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 these rules.
4. **Forfeiture or property left more than three months after determination of lease** - If at the end of three calendar months after the expiration or sooner determination of the said term under the provision contained in clause 4 of part VIII of this schedule become, effective there shall remain in or upon the said land any engines, machinery, plant, building structures, tramways and other work, erections and conveniences or other lands held by him / them under Quarry Lease the same shall if not removed by the lessee / lessees within one calendar months after notice in writing requiring their removal has been given to lessee / lessees by the Collector be deemed to become the property of the State Government and may be sold or disposed of in such manner as the State Government shall deem fit without liability to pay any compensation to the account to then lessee / lessees in respect thereof.
5. The lease is executed at and subject to the provision of Article 226 of the Constitution of India, it is hereby agreed upon by the lessee and the lessor that in the event of any dispute in relation to the area under lease, condition of lease, the dues realizable under the lease and I respect of all matters touching the relationship of the lessee and the lessor, the suits (or appeals) shall be filed in the Civil court at (name of the city) and it is hereby expressly agreed that neither party shall be competent to file a suit or bring any action or file any petition at any place other than the courts named above .
6. For the purpose of stamp duty the anticipated royalty from the demised land is rupeesper year.

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

Signed by
For and on behalf of the
Governor
(Lessor) dated
(Lessee)
(Signature and
Designation of Lessee
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 XIV
[see Rule 51 (14)]
Application for issue of transit pass / transit pass book for dispatch of
minor minerals

1. Name of lessee/licensee/permit holder
2. Address
3. Grant Order Number and date of lease/licence/permit.
4. Source of the Mineral: -
 - (i) Mine/permit at village
 - (ii) Tehsil
 - (iv) Panchayat
 - (v) Police Station
 - (vi) District
5. Name of Mineral.
6. Quantity of Mineral in stock and the quantity –
proposed to be dispatched /transported
and mode transport
7. Purpose of dispatch (own consumption / sale
in case of sale, the name and address of the
purchaser should be furnished).
8. In case of Rail Transport: -
 - (i) Station of loading
 - (ii) Destination of the consignment with the name
and the address of the consignee.
9. Sale value of the mineral
10. Period within which the applicant desires
to dispatch / transport the quantity
11. Other particulars which the applicant wishes to state.

I / we hereby certify that the particulars given above are correct to the best
of my / our knowledge and belief.

Place :

Signature of Applicant

Date :

Name

FORM XV
[See Rules 51(20)(a), 58(4)(e), 70 (2)]
Monthly Return for Quarry Lease/Permit for Minor Mineral
(To be submitted by 10th ensuing month)

For the month of

To,

1. The Collector
District.....

2. Gram Panchayat

.....

(a) Name of the lessee /permit holder :

(b) Postal address/phone number/e-mail :

.....

(c) Location of Quarry Lease/permit : District, Tahsil, Block, Gram Panchayat, Patwari circle number Village

(d) Detail of Quarry Lease/permit : Mineral/minerals Area in hectare Period of lease/permit from to..... Khasra Number

.....

Note :- All figures be given in cubic meters.

1. Opening stock :

2. Production of mineral :

3. Total (1+2) :

4. Consumption of mineral :

5. Dispatch of Mineral :

6. Total consumption and dispatch (4+5) :

7. Closing Stock (3-6) :

8. Transit passes used book Nos. and Serial Nos. :

9. Products from mineral consumed

(a) Opening stock :

(b) Production :

(c) Total (a+b) :

(d) Dispatch :

(e) Closing stock (c-d) :

10. Balance payable royalty :

11. Royalty for this month :

12. Total Royalty (10+11) :

13. Royalty paid vide challan No. Date Place

14. Balance due (12-13)

15. Remarks :

Date

Place

Signature.....

Name.....

of the lessees/permit holder
or authorize person

FORM XVI
[See Rule 51(20)(b)]
Half Yearly Return for Quarry Lease of Minor Mineral

1.1.20..... to 30.6.20.....

1.7.20..... to 31.12.20.....

(To be submitted by 15th July / 15th January)

To,

1. The Collector
District.....

2. Gram Panchayat

.....

(a) Name of the quarry lessee holder :

(b) Postal address/phone number/e-mail

.....

(c) Location of Quarry Lease: District, Tahsil,
Block, Gram Panchayat, Patwari circle
numberVillage

(d) Detail of Quarry Lease: Mineral/minerals

Area in hectare Period of lease year, from
.....toKhasra Number

Note :- All figures be given in cubic meters.

1. Total production in half year :

2. Consumption :

3. Dispatches :

4. Total (2+3) :

5. Royalty :

6. Dead Rent paid :

7. Royalty payable (5-6) :

8. Royalty paid challan No. Date Place ...

9. Please give details for –

(1) Pits mouth value :

(2) Sale price :

(3) Average number of persons employed per day :

(4) Depth of mine :

(5) Use of explosives if any :

10. Remark

.....

Date

Place

signature and name
of the lessees
or authorize person

FORM XVII
[See Rules 51 (20)(c), 70 (2)]
Annual Return for Quarry Lease of Minor Minerals
(To be submitted by 31st January every year)

To,

1. The Collector
District.....
2. Gram Panchayat
.....

Part – I General

- (1) Name of the lessee:
- (2) Postal address/phone number/e-mail
.....
- (3) Location of Quarry Lease : District , Tahsil,
Block, Gram Panchayat, Patwari circle number
..... Village,
- (4) Detail of Quarry Lease: Mineral/minerals
Area in hectare Khasra Number
Date of execution:, Date of possession :
Period of Quarry Lease:, year ,fromto
- (5) Transferor of previous quarry lessee, if any date of transfer:
.....
- (6) Ownership (please mark) –
 - (i) Schedule Tribe Society
 - (ii) Scheduled Caste Society
 - (iii) Education unemployed Society
 - (iv) Individual
 - (v) (Indicate S.C./S. T./O.B.C. etc.)
 - (vi) Any other

Part – II Utilization of area

- (7) Lease area utilization as at the end of year –
 - (a) Area already exploited and abandoned
 - (b) Area covered under current operations
 - (c) Area used for waste disposal
 - (d) Area used for any other purpose (Give details)

Part – III Rents and Royalties

- (8) Royalty paid during the year -
 - (a) Royalty during the year :
 - (b) Amount of past arrears if any paid during the year
- (9) Amount of dead rent paid during the year
- (10) Surface Rent Area for which surface rent is payable
 - (i) Amount paid for the year
 - (ii) Amount paid for past arrears if any

Part – IV Production and dispatches

(11) Production and dispatch

- (i) Opening stock
- (ii) Production
- (iii) Dispatches
- (iv) Closing stock

Part – V Cost of Production

(12) (i) Cost per tone

- (ii) Over - head cost
- (iii) Interest
- (iv) Depreciation
- (v) Taxes, Royalty etc.

(13) Explosives and machinery used (Give specific details)

Part – VI General Geology & Mining

(14) (a) General geology of the area :

- (i) Geology
- (ii) Name of rock/mineral excavated and disposed as waste.
- (iii) Name of rock/mineral excavated but not sold i.e. mineral reject.
- (iv) Reserves and Resources estimated at the end of year.
- (b) Exploration :

Item	Number	Meterage	Grid/Dimension	Remark
Drilling				
Trenching				
Pitting				

(c) Mining :

- (i) Number of benches : In mineral In over burden
- (ii) Height of benches : Average Maximum
.....Minimum
- (iii) Depth of the deepest working from adjacent ground :
.....
- (iv) Number of trees planted during the year:
.....
- (v) Total trees planted up to previous year: No. of survived
trees:
- (vi) Mineral production proposed for next year:
.....
- (vii) Please indicate the salient features which affected quarrying
operations during the

year :

Date

Place.....

signature and name
of the lessees
or authorize person

FORM XVIII
[See Rule 51(24)]

NOTICE

1. (a) Name of Mine
(b) Name of mineral worked
(c) Situation of mine (Village, Thana, Sub Division, District, State)
(d) Date when work was first started.
2. (a) Name, postal address, phone and e-mail of present owner (s)
(b) Name, postal address, phone and e-mail of agent, if any
3. (a) Name, postal address, phone and e-mail of the Manager
(b) His age
(c) His qualifications
(d) His experience in mining.
4. Whether working are likely to be extended below ground.
5. (a) Maximum depth of open cast excavation measured from its highest to its lowest point.
(b) Date when depth first exceeded 6 meters.
6. (a) Nature, amount and kind of explosives used, if any.
(b) Date when explosive were first used.

.....
Name and Signature of
Owner/Agent / Manager
Date.....

To be sent to :-

1. The Director General, Mines Safety, Govt. of India, Dhanbad.
2. The Controller General, Indian Bureau of Mines, Govt. of India, Nagpur,
3. The District Magistrate of the District where the mine situated.
4. The Mining Officer/Assistant Mining Officer.

FORM XIX
[See Rule 56 (3)]

MODEL FORM FOR TRANSFER OF QUARRY LEASE of MINOR MINERAL

When the transferor is an individual The indenture made thisday 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 were 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 at 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) of the first part.

AND

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) all carrying on business in partnership under the firm name and style of (Name of the firm) registered under the Indian Partnership Act, 1932 (9 of 1932) and having their registered office at 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) of the second part.

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 leased dated the and registered as No. On (date) in the office of the Sub-Registrar of (place) hereinafter referred to as lease the original whereof is attached hereto and marked “A” entered into between the State Government (herein-called the lessor) and transferor (therein called the lessee), the transferor is entitled to search for, win and work the mines and minerals in respect of (name of mineral/s) in the lands described in schedule thereto and also in schedule annexed hereto for the term and subject to the payment of the rents and royalties and observance and performance of the lessee’s covenant and condition is said deed of lease reserved and contained including a covenant not to assign the lease or any interest there under without the previous sanction of the competed authority.

And Whereas the transferor is now desirous of transferring and assigning the lease 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 lease upon the condition of the transferee entering into an agreement in and containing the terms and conditions hereinafter 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 lease 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 lease in the same manner in all respect as if the lease had been granted to the transferee as the lessee 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 Quarry Lease 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 Quarry Lease now being transferred and that no other person or persons has any right; title or interest where under in the present Quarry Lease 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 "Quarry Lease"
 - (v) The transferee further declares that he/she is financially capable of and will directly undertake mining operations.
 - (vi) The transferor has supplied to the transferee the Original or certified copies of all plans of abandoned working in the area and in a belt 65 metre wide surrounding it.
 - (vii) The transferee hereby further declares that as a consequence of this transfer, the total area which is held by him under Quarry Leases are not in contravention of the Chhattisgarh Minor Minerals Rules, 2014.
 - (viii) The transferor has paid all the rent, royalties and other dues towards Government till the date, in respect of this lease.

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

SCHEDULE
LOCATION AND AREA OF THE LEASE

All the tract of lands situated at village (Description of area or areas) Tehsil District Bearing khasra Nos. containing an area of Or thereabout delineated on the plan hereto annexed and thereon coloured and bounded as follows :-

On the North by

On the South by

On the east by

AND

On the west by

Signed by

For and on behalf of the State Government

In the presence of –

1.

2.

Signature of transferor

In the presence of witnesses

1.

2.

Signature of

transferee in the presence of

1.

2.

FORM XX
{See rule 58 (1)(iii)}

Application for Grant of Quarry Permit

Received at (place) on the day of 20.....

To, Date20.....

The Collector

.....

District

Chhattisgarh

1. I/ we beg to apply for grant of quarry permit for a term of years over hectares of land in the area specified in the schedule.

2. A sum of rupees as application fee payable under rules has been deposited vide challan No. Dated at place.

3. The required particulars are given below : -

(i) Name and designation of applicant

(ii) Department

(iii) Office

(iv) Complete postal address, of the Office

Pin Code

Phone/Mobile number

E-mail

(v) Minor mineral/ minerals applied

(vi) Production (Quantity in cubic metres)

(vii) Period for which quarry permit required

4. No dues certificate in Form II.

5. (a) A plan (six copies) showing the situation and boundaries of the area / areas applied for and concession if any, adjoining is / are enclosed. (If this plan / these plans be considered insufficient, I / we request that the necessary plan / plans of the area / areas may be prepared in duplicate in your office at my / our cost.)

(b) Khasrapanchsala

7. Means by which mineral is to be raised i.e. by Manual Mining or Mechanical Mining.

8. If crusher is installed, then mention capacity of crusher

9. Any other particulars or details which the applicant wishes to furnish.

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

SCHEDULE

Description of the area applied for :-

- (i) Name of village
(ii) Gram Panchayat
(iii) Khasra number and area of each field or part thereof :-

Khasra Number

Area in Hectares

(iv) Full description of the area applied for with regard to natural feature –

(v) Block,

(vi) Vidhansabha

(vii) Tehsil

.....

(viii) Patwari circle number

.....

(ix) District

.....

11. List of enclosures :-

(i)

(ii)

(iii)

(iv)

(v)

Place

Dated

Yours Faithfully

Name and Designation

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

If all the number cannot be entered on this form they should be continued on a separate sheet attached to it and signed. Where a portion of a khasra number only is required the approximate area of such portion will suffice.

FORM XXI
[See rule 58(1)(iv)]

Register of Application for Quarry Permit for Minor Minerals

District

1. Serial No.
2. Date on which application was received by receiving officer.
3. Name of applicant with complete address, phone no., email.
4. Situation and boundaries of the land applied for;
 - (i) Name of the village
 - (ii) Name of Gram Panchayat
 - (iii) Block
 - (iv) Vidhansabha
 - (v) Tehsil
 - (vi) Patwari circle number
 - (vii) Khasra Number
5. Area in Hectares (Khasra-wise)
6. Particulars of minerals applied for.
7. Quantity of mineral required in cubic meters.
8. Period for quarry permit.
9. Application fee paid.
10. Remarks (Details of project for which mineral is required).
11. Final disposal of applications together with number and date of the order.
12. Signature of the officer.

FORM XXII
[See rule 58(1)(v)]
FORM OF GRANT OF QUARRY PERMIT

Quarry permit no. Place.....Date
.....

Whereas, Shri(Name and designation)
applied for grant of quarry permit for cubic metres
of..... (Name of Minor Minerals) from Khasra
No..... of Village, Panchayat
..... Tehsil District under Rule
..... of the Chhattisgarh Minor Mineral Rules, 2015 and has
paid an application fee of Rs.....

2. Permission is hereby granted to quarry, collect, remove and transport
..... (mineral) from the area indicated on the plan annexed hereto for
the project..... (Name of project)
department/ Public Sector Undertaking of the State/Central Government
located at..... (village).....
(Patwari Halka No.)..... (Panchayat)
..... (Tehsil) (District).

3. The Quarry permit shall be valid for (period) from
..... to

4. The Quarry permit shall be governed by the following conditions namely-
- (a) The holder of Quarry permit shall maintain complete and correct account of the mineral removed and transported from the area;
 - (b) The holder of Quarry permit shall allow Deputy Director/Mining Officer/Assistant Mining Officer/Mining Inspector or any officer authorized by the Collector or Zila Panchayat/Janpad Panchayat/ Gram Panchayat to inspect quarrying operations and verify the accounts.
 - (c) No sooner the permitted quantity is transported within the time period of 30 days or earlier, original of all transit pass, such unused transit passes together with a complete statement of the quantities duly certified by the Officer of the concerned department shall be furnished to the Sanctioning Authority.
 - (d) The holder of Quarry permit shall obtain all permissions/consents from the competent authority under any Act and Rules applicable for excavation or removal of the minerals from the area.
 - (e) The holder of Quarry permit shall submit by the 10th of every month, to the collector and gram panchyat, a return in Form XV.
 - (f) Any other condition, the sanctioning authority may deem fit.

Enclosure :- Plan showing area granted under quarry permit.

Signature of the Competent
Authority
With seal of office

To,
Shri
.....

Copy to :-

1. Mining Officer / Assistant Mining Officer of the District.
2. Janpad Panchayat
3. Gram Pachayat

Signature of the Competent
Authority
With seal of office

QUARRY PERMIT AGREEMENT

This indenture made on thisday of20.....between the Collector (hereinafter called "lessor" which expression shall where they context so admits, include his successors in office and assignees) of the one part, and (hereinafter called "lessee" which expression shall where they context so admits, include his heirs executors, administrators, representatives and assignees) of the other part.

WHERE AS, the lessee has been granted a quarry permit by the lessor on his application in the village tehsil..... district.....for the purpose of quarrying for(name of the mineral) in the land comprising of khasra no.area of.....hec. and the lessee has deposited the application fees of Rs..... and as security Rs.....for the due and faithful performance by the lessee of the covenants and conditions on the part of the lessee hereinafter contained.

AND WHEREAS, the collector in respect of the lands so described and demised for the term of..... and subject to the covenants and conditions hereinafter contained now this indenture witness as follows :-

The lessor hereby demises to the lessee all those lands being specifically described in the schedule hereunder and delineated in the plan annexed hereinto.

2. In the said quarry permit for the purposes thereof, the following liberties are included:-

(i) Minerals hereinafter authorized to be got from the said lands by the permit holder.

(ii) Generally to do all things, which shall be convenient or necessary for getting the mineral and for removing and disposing thereto.

(iii) The permit holder hereby agrees to pay during the said terms royalty as specified in Schedule.....

(iv) To bear, pay and discharge all existing and future rates, assessment whatsoever imposed or charged upon the demised land or the mineral removed thereof.

(v) The permit holder shall follow the Quarry plan and the conditions mentioned in the Environment Clearance.

(vi) Not to assign, sub-let or part with the possession of the demised land.

(vii) That the lessee shall keep correct accounts, in such form as the authority shall, from time to time, require and direct showing the quantities and other particulars of the said minerals obtained by the permit holder from the said lands.

(viii) If in the course of quarrying and mineral not specified in this agreement is discovered the permit holder shall at once report such discovery to the

authority concerned and shall obtain orders from such competent authority for working the same.

(ix) The lessor or their authorised officers shall be at liberty at all reasonable times to inspect and examine the works carried on by the permit holder and may issue such orders and regulations as may be deemed necessary as the result of such inspection to keep the lands in good order and condition or in the interest of public health and safety.

(x) The lessee shall not cut or injure any timber or trees.

(xi) The lessee shall pay where ever necessary compensation for any loss or damage which may be caused by the permit holder to surface of the demised land or any vegetation growing or situated therein. The permit holder shall further always keep the lessor indemnified against any claim by any person for any loss or injury caused to him or to his property by the permit holder. the authority shall be competent to assess and fix any compensation payable by the permit holder on this account.

(xii) The permit holder shall erect and maintain at his own expense boundary pillars of substantial material along the boundary as delineated in the plan annexed hereto.

(xiii) That this quarry permit may be terminated in respect of the whole or any part of the lands by a one month notice in writing on either side provided that the permit holder has paid all outstanding dues before such notice is given by him.

(xiv) That on such determination the permit holder shall have no rights on compensation of any kind.

(xv) The permit holder shall immediately report all accidents to the competent authority and the collector of the district.

(xvi) The permit holder shall not transport any material without valid transit pass issued by the competent authority and shall surrender all duplicates of used transit passes and unused transit passes on expiry of the said permit period.

(xvii) The quarry operations shall be restricted to six meters from the surface.

3. The lessor hereby covenants with the permit holder that on observing and performing the several covenants and stipulation herein and provided in the Chhattisgarh Minor Mineral Rule 2015. The permit holder shall peacefully hold and enjoy the demised land and the liberties hereby demised and granted to him/her during the said term without any interruption by the lessor or any person right fully claiming under him.

4. The said demised land shall be held by the permit holder for the term ofyears from theday of20....to the day of20.....

SCHEDULE

Name of Lessor	Khasra No.	Area in Hect.	Boundaries Village
(1)	(2)	(3)	(4)

In witness where ofacting for and on behalf of and by an order and direction of the said collector and the said permit holder have hereto set their hands on the day and year mentioned above.

Witness
delivered

Signed and

by

the above name

1.....

Lessor

.....

2.....

permit

holder.....

Witness

1.....

2.....}

FORM XXIII
[See rule 72(1)]

Format for maintaining records of consumption of minor minerals in construction of residential building or buildings for sale and commercial building or buildings for sale/rental purpose

1. Name, address, phone and e-mail of the :-
person/s, company, firm, society/association
2. Details of construction work:-
 - (i) Location
 - (ii) Type of construction (road/building, etc.)
 - (iii) Proposed area of civil construction
 - (iv) Mineral wise estimated quantity required for the proposed civil work:
3. Quantity of the minor minerals required and Source, **(month year.....):-**

S.No.	Date	Mineral	Vehicle No.	Name of the Quarry	Transit Pass No.	Quantity (in cubic metres)
1	2	3	4	5	6	7

4. Total quantity of minerals procured during the month 20..... :-

(Quantity in cubic metres)

Name of mineral	No. of trucks	Total Quantity procured in the month	Quantity used in the month for civil construction	Balance stock at the site	Remark
1	2	3	4	5	6
(a) Metal/gitti					
(b) Sand					
(c) Murrum					
(d) Bricks (Quantity in numbers)					
(e) Flagstone/ natural tiles					
(f) Others					

5. Proposed period of construction

6. Any other information :

Place :

Date :

Signature
Name in full & Designation

FORM XXIV**[See rule 72(1)]****Quarterly Report of consumption of minor minerals in construction of residential building or buildings for sale and commercial building or buildings for sale/rental purpose****[The form duly filled in shall be sent so as to reach the concern authority within 30 days after the expiry of every quarter]**

To,

The Officer-In-Charge,
Mining Section,
Office of the Collector,
District

Subject: Quarterly Report of consumption of minor minerals for the period
from to

1. Name, address, phone and e-mail of the :-
person/s, company, firm, society/association
2. Details of construction work:-
 - (i) Location
 - (ii) Type of construction (road/building, etc.)
 - (iii) Proposed area of civil construction
 - (iv) Mineral wise estimated quantity required for the proposed civil work:
3. Total quantity of minerals procured/consumed/utilised/balanced during the quarter from to

(Quantity in cubic metres)

Name of mineral	No. of trucks	Total Quantity procured in the month	Quantity used in the month for civil construction	Balance stock at the site	Remark
1	2	3	4	5	6
(a) Metal/Gitti					
(b) Ordinary Sand					
(c) Murrum					
(d) Bricks (Quantity in numbers)					
(e) Flagstone/ natural tiles					
(f) Others					

5. Proposed period of construction

6. Any other information :

Place :

Date :

Signature
Name in full & Designation

FORM XXV
[See Rule 81(1)]
MODEL FORM OF APPLICATION FOR #{APPEAL/REVIEW}
(To be submitted in triplicate)

1. Name and address of individual(s), society, firm or company, applying.
2. Phone no. and email.
3. Profession.
4. Name of authority, Order number and date against which the **#{appeal/review}** is filed (copy of order attached)
5. Minor mineral or minerals for which the appeal is filed.
6. Details of the area in respect of which the application is filed.

District	Tehsil	Village	Panchayat	Khasra No. & Total area
----------	--------	---------	-----------	----------------------------

7. Whether application fee has been deposited in the manner prescribed.
(Original receipt to be attached.)
8. Whether the appeal/review/revision application has been filled within time specified if not, the reasons for not presenting it within the prescribed limits as provided for in rules.
9. Name and complete address of the party / parties impleaded.
10. No. of copies attached.
11. Synopsis of the case (Maximum two pages).
12. List of dates and events.
13. Brief facts of the case.
14. Grounds of appeal.
15. Prayer.
16. If the **#{appeal/review}** application has been filled by the holder o power of Attorney, the Power of Attorney, to be attached.

Place : -
Date : -

Signature of the Applicant