

# Chhattisgarh Minor Mineral Rules, 1996

CHHATTISGARH

India

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### Rule CHHATTISGARH-MINOR-MINERAL-RULES-1996 of 1996

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Chhattisgarh Minor Mineral Rules, 1996 Published Chhattisgarh State on 1-11-2000 vide Notification No. F-7-2-2002-12., dated 31-10-2002, C.G. Rajpatra Part 1 dated 27-12-2002 at Page No. 1920-21 In exercise of powers conferred by Section 15 of the Mines and Minerals (Regulation and Development) Act, 1957 (No. 67 of 1957), the State Government hereby makes the following rules, namely

## Chapter I Preliminary

### 1. Short title and commencement.

- (i) These rules may be called the Chhattisgarh Minor Mineral Rules, 1996. (ii) They shall come into force on first day of April, 1996.

### 2. Definitions.

- In these rules, unless the context otherwise requires, - (i) "Act" means the Mines and Minerals (Regulations and Development) Act, 1957 (No. 67 of 1957); (ii) "Agreement" means an agreement to quarry and carry away any one or more minor minerals specified therein; (iii) "Assessment" means the assessment levied under these rules with reference to the extent of minor minerals extracted; (iv) "Assessee" means a person holding a quarry lease or quarry permit and includes any other person who holds a quarry of minor minerals granted under these rules save as exempted under rules; (v) "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; [(v-a) "Assessing Authority" means Mining Officer, Assistant Mining Officer and Mining Inspectors posted in the district;] [Inserted by Notification No. 19-53-87-XII-2, dated 19-06-1997.] (vi) "Appellate Authority" means the

Government or any other authority vested with such powers under these rules;(vii)"Below Poverty Line" means the family of below poverty line as declared by the State Government from time to time;(viii)"Competent Authority" means a competent authority appointed by the State Government to carry out the provisions of these rules;(ix)(a)"Collector" and "Additional Collector" of Senior IAS Scale have the same meaning respectively assigned to them in the Chhattisgarh Land Revenue Code, 1959 (No. 20 of 1959);(b)"Commissioner" of a revenue division of Chhattisgarh have the same meaning assigned to it in the Chhattisgarh Land Revenue Code, 1959 (No. 20 of 1959);[(ix-a) "Corporation" shall have the same meaning as assigned to it in the Chhattisgarh Municipal Corporation Act, 1956 (No. 23 of 1956).] [Inserted by Notification No. 19-53-87-XII-2, dated 19-06-1997.](x)"Dead Rent" and "Royalty" have the meanings respectively assigned to them in the Act;(xi)"Director" Means the Director of Geology and Mining, Chhattisgarh;(xii)"Joint Director", "Deputy Director", "Geologist", "Assistant Geologist", "Mining Officer", "Assistant Mining Officer", "Mining Inspector" means the respective officers of Directorate of Geology and Mining, Chhattisgarh or any officer nominated as such by the Director or Collector for the purpose;(xiii)"Educated Unemployed" means a person-(a)who is holding at least High School Examination Certificate i.e., 10th pass in 10+2 system of the Chhattisgarh Board of Secondary Education;(b)who is a resident of Chhattisgarh;(c)who is above 18 years but below 35 years of age;(d)who belongs to a family of below poverty line;(e)Who has not availed of any facility under any other scheme, for Educated Unemployed at any time.(xiv)"Form" means a form appended to these rules;(xv)"Gram Panchayat", "Janpad Panchayat", "Zila Panchayat" and "Gram Sahha" have the same meanings respectively assigned to them in the Chhattisgarh Panchayat Raj Adhiniyam. 1993 (No. 1 of 1994);(xvi)"Lessee" means a person who has been granted a quarry' lease or quarry permit under these rules and include any contractor, sub-lessee and agent whether appointed as such or not who acting or purporting to act on behalf of the lessee takes part in the management, supervision, extraction and dispatch of mineral;(xvii)"Co-operative Society" has the same meaning assigned to it under the Chhattisgarh Co-operative Societies Act, 1960 (No. 17 of 1961), and "Association" means a body of persons associated for its objects the promotion of the economic interest of its members and is registered under the Chhattisgarh Cooperative Societies Act, 1960;(xviii)"Member of Scheduled Castes" means a member of any caste, race or tribe, or part of or group within a caste race or tribe specified as such with respect to the State of Chhattisgarh under Article 341 of the Constitution of India;(xix)"Member of Scheduled Tribes" means a member of any tribe, tribal community or part of or group within a tribe or tribal community specified as such with respect to the State of Chhattisgarh under Article 342 of the Constitution of India;(xx)"Member of Other Backward Classes" means a person belonging to other backward classes as notified by the State Government from time to time;(xxi)"Minor Minerals" means the minerals as specified in Schedule I and 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 Section 3 (e) of the Act;(xxii)"Mining Operation" and "Quarrying operation" means any operation undertaken for the purpose of mining any minor mineral and shall include erection of Machinery, construction of roads and other preliminary' operations for the purpose of quarrying and concomitant operation of handling and transport of minerals up to the point of dispatch;[(xxii-a) "Municipality" shall have the same meaning as assigned to it in the Chhattisgarh Municipalities Act, 1961 (No. 37 of 1961);] [Inserted by Notification No. 19-53-87 XII-2, dated 19-06-1997.](xxiii)"Quarry permit" means a permission granted under these rules to extract and remove any minor mineral in any specified

period;(xxiv)"Public Place" means roads, public buildings, reservoirs, irrigation canals, Tanks, Water Courses, village paths, religious places, Burial ground etc.:(xxv)"Quarry Lease" means a mining lease for minor minerals as mentioned in section 15 of the Act;(xxvi)"Railway" and "Railway Administration" have the meanings respectively assigned to them in the Indian Railways Act, 1989 (No. 24 of 1989);[(xxvi-a) "Special area" shall have the same meaning as assigned to it in the Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam, 1973 (No. 23 of 1973).] [Inserted by Notification No. 19-53-87-XII-2, dated 19-06-1997.](xxvii)"Schedule" means a Schedule appended to these rules;(xxviii)"State Government" means the Government of Chhattisgarh;(xxix)the expressions "Mine" and "Owner" have the meanings respectively assigned to them in the Mines Act, 1952 (35 of 1952);

### **3. Exemptions.**

- Nothing in these rules shall apply to,-(i)the extraction of clay or sand, by a hereditary kumhar, a member of a Scheduled Caste or a member of a Scheduled Tribe or a Cooperative Society of such kumhars or members of Scheduled Castes or members of Scheduled Tribes for preparing tiles, pots or bricks by traditional means, but not by the process of manufacture in kilns or by any mechanical means, from the area that the Gram Panchayats may decide and earmark within their respective Panchayat area for extraction of clay and sand :Provided that no extraction shall be made from any public place or 50 meter from such public place.(ii)the removal of minor minerals from mines, whether situated in private or Government land, when such mines have not been appropriated to the use of a department of the State Government and the minor minerals are not quarried for sale but are required for the Construction or repairs of wells, or 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, However, the Government Departments shall be required to pay the royalty at the prescribed rate on consumption of minor minerals by them to the concerned Panchayats.(iv)the search for minor minerals at the surface not involving any substantial disturbance of the soil by digging up pits, trenches or otherwise.The chipping of outcrops with a geological hammer for the purposes of taking samples shall not be deemed to be a substantial disturbance 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 Central Government for unauthorised removal of minor minerals from any land by private person, without the permission of the State Government or any officer or Authority authorised by it in this behalf.

## **Chapter II**

### **General Restrictions On Undertaking Mining Operations**

#### **4. Prohibition of mining operation without a quarry permit or quarry lease.**

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

nothing in this sub-rule shall affect any mining or quarrying operation undertaken in any area in accordance with the terms and conditions of permit, a quarry lease, trade quarry or royalty quarry granted before the commencement of these rules which is in force at the time of such commencement.(2)No quarry permit or quarry lease shall be granted other than in accordance with the provisions of these rules.

## 5. Restrictions on the grant of quarry permit or quarry lease.

(1)No quarry lease, or quarry permit shall be granted to any person unless such person is an Indian National or a company as defined in sub-section (1) of Section 3 of the Companies Act, 1956 (No. 1 of 1956) and satisfies such conditions prescribed in these rules.Explanation. - In case of a firm or any other association of individuals, for the purpose of this sub-rule, a person shall be deemed to be an Indian National only, if all the members of the firm or association are citizens of India.(2)No 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, 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 metres from any bridge, national/state/highway, railway line, 50 metres from the road constructed under Pradhan Mantri Gram Sadak Yojana, other District Roads of Public Works Department; and 10 metres from grameen kachcha rasta; or 50 metres from any public place : [Substituted by Notification No. F-7-7-2004-XII, dated 6-5-2006.]]Provided that the amended provisions shall be made applicable from the date of renewal of the existing quarry leases.(d)except for mineral sand or bajri, within a distance of 100 metres from river banks, dam; 50 metres from nalas (small water course) canal or any natural water course or any water impounding structure:Provided that the amended provisions shall be made applicable from the date of renewal of the existing quarry leases.](e)which is not compact and contiguous.

## Chapter III

## Powers To Grant Quarry Leases And Quarry Permits

### 6. Power to grant quarry lease.

- Quarry' lease in respect of minerals specified in Schedule 1 and Schedule II shall be granted and renewed by the authority mentioned in column (1) for the minerals specified in column (2) subject to the extent as specified in the corresponding entry in column (3) thereof of the Table below: -Table

| [No.] [Substituted by<br>Notification No.<br>19-53-87-XII-2, dated<br>19-6-1997.] |                                  |                 |     |
|---|----------------------------------|-----------------|-----|
| Authority   | Minerals                         | Extent Powers   |     |
| (1)   | (2)                              | (3)             | (4) |
| 1. State Government   | i. Minerals specified in S.No. 1 | i. Full powers. |     |

|    |   |   |  |
|----|---|---|--|
|    |   | to 3 of Schedule-I.   |  |
|    |   | ii. Minerals specified in S.No. 5 of Schedule-I.  | ii. Where the area applied for exceeds 4.00 hectares.                              |
| 2. | Director  | i. Minerals specified in S.No. 4 of Schedule-I.   | i. Where the area applied for exceeds 4.00 hectares.                               |
|    |   | ii. Minerals specified in S. No. 6 & 7 of Schedule-I  | ii. Where the area applied for exceeds 4.00 hectares.                              |
| 3. | Collector/Additional Collector (Senior IAS Scale) | i. Minerals specified in S. No. 4 of Schedule-1.  | i. Where the area applied for is less than 4.00 hectares.                          |
|    |   | ii. Minerals specified in S. No. 5 of Schedule-I.   | ii. Where the area applied for is less than 4.00 hectares.                         |
|    |   | iii. Minerals specified in S. No. 6 & 7 of Schedule-I.  | iii. Where the area applied for is less than 4.00 hectares.                        |
|    |   | iv. Minerals specified powers. Schedule-II serial No 2 formaking bricks tiles etc. chimney bhatta.                            | in iv. Full  |
|    |   | v. All Minerals specified in Schedule-II within the areas ofthe Corporation, Municipalities, Special Areas & NagarPanchayats. | v. Full powers,  |
|    |   | vi. Minerals specified in Schedule-II S.No. 1 and S.No. 3 to12 within the area of Panchayats.                                 | vi. Where the average annual value of the quarry exceedsRs. 10,00,000/- (Ten Lakh) |

## 7. Power to grant quarry permit.

- Quarries of annual value upto Rs. 2,50,000/- (Rs. Two Lakh fifty thousand); above Rs. 2,50,000/- (Rs. Two Lakh fifty thousand) but upto Rs. 5,00,000/- (Rs. Five Lakh) and above Rs. 5,00,000/- (Rs. Five Lakh) and upto Rs. 10,00,000/- (Ten Lakh) in respect of minerals specified in Schedule II except stone quarries for crusher and clay quarries for tiles and bricks in chimney bhatta, shall for regulating the grant and renewal or quarry permit and all proposes connected therewith including collection of royalty, stand transferred to the respective Gram

Panchayats/Janpad Panchayats and Zila Panchayats respectively. Quarry permits shall be granted and renewed by the respective Panchayat, after obtaining prior approval of the Gram Sabha of the Panchayat in which the quarry area is situated. Explanation. - For purpose of assessing the annual value of any quarry of mineral specified in Schedule II, if the quarry is a trade or royalty quarry, the average annual bid amount of the years 1992-93, 1993-94 and 1994-95 shall be taken into consideration and in cases of quarries granted as quarry leases average annual royalty for the years 1992, 1993 and 1994 shall be taken into consideration. This assessment of value is for the purpose of transfer/sanctioning power of quarries to respective Zila, Janpad and Gram Panchayats at the commencement of these Rules.

## **8. [ Procedure for demarcation of new quarries. [Substituted by Notification No. 19-53-87-XII-2, dated 19-6-1997.]**

- Panchayat demarcate and declare new quarry' in respect of Mineral specified in schedule II in consultation with the Collector of the district.]

## **Chapter IV**

## **Grant Of Quarry Lease In Respect Of Minerals Specified In Schedule I And Schedule II**

### **9. Application for quarry lease.**

- An application for the grant or renewal of a quarry lease shall be made in Form I in triplicate for the minerals specified in Schedule I and II. The application shall be affixed with a court fee stamp of the value of five rupees and shall contain the following particulars together with documents in support of the statements made therein (a) If the applicant is an individual, his name, nationality, profession, caste, educational qualification, age, residence, present address and financial status; (b) If the applicant is a company, its name, nature and place of business and place of registration or incorporation, list of directors and their nationality, financial status, registration/incorporation certificate; (c) If the applicant is a firm, its name, nature and place of business, list of partners and their nationality, partnership deed, registration certificate, financial status; (d) If the applicant is a society/association, its name, nature and place of working, list of members and their caste, educational qualification, nationality, registration certificate, bye-laws and financial status of individual member; (e) 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.; (f) Copy of latest Khasra Panchsala; (g) The minerals or mineral which the applicant intends to quarry or mine; (h) The period for which the quarry lease is required; (i) The purpose for which the extracted mineral is to be used; (j) Every application for the grant or renewal 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 (i) already holds under quarry lease; (ii) has already applied for, but not granted; and (iii) being applied for simultaneously; (k) 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/quarrying operations :Provided that no such affidavit shall be necessary where the Land-rights vest with the State Government;(1)Every application for the grant or renewal of a quarry lease shall be accompanied by a no dues certificate in Form II granted by the Mining Officer or Assistant Mining Officer, [or incharge of the mining section of the district] [Substituted by Notification No. 19-53-87-XII-2, dated 19-6-1997.] in respect of payment of mining dues payable under the Act or rules made thereunder from all the districts where the applicant holds or held mineral concessions :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 thereunder.

## **10. Application Fee.**

(1)There shall be paid in respect of every application for grant or renewal of a quarry lease in respect of a mineral specified in Schedule I, an application fee of Rs. 5000/- (Rs. Five thousand) and Rs. 250/-(Rs. Two Hundred Fifty) in respect of a mineral specified in Schedule II.(2)Where an application for the grant or renewal of a quarry lease is refused or the applicant refuses to accept the lease on account of any special conditions imposed therein under Rule 30 the fee paid by the applicant under sub-rule (1) [shall be refunded to him by the Collector/Additional Collector] [Substituted by Notification No. 19-53-87-XII-2, dated 19-6-1997.] and if the applicant refuses to accept the lease or withdraws the application or fails to furnish the requisite information the application fee shall be forfeited to the State Government.(3)The amount of fee shall be deposited in the Government treasury under the revenue receipt head -

'0853 Mines and Minerals

102-c Mineral concession fees, rent and royalties.

800 other receipts

002 receipt from minor minerals including fines and forfeitures,

and the original treasury receipted Challan shall be attached to the application.

## **11. [ Officer authorised to receive applications. [Substituted by Notification No. 19-53-87-XII-2, dated 19-6-1997.]**

- The Mining Officer or Assistant Mining Officer or in their absence any officer authorised by the Collector of the district shall receive the applications and shall enter on it the date on which the application was received by him.]

## **12. [ Availability of certain areas. [Substituted by Notification No. 19-53-87-XII-2, dated 19-6-1997.]**

- No application for quarry lease of minerals at S.No. 1 to 4 of Schedule I shall lie for area previously held or which are being held under a 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 any special case.]

## **13. 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, a Corporation established by Central or State Government or a Government Company within the meaning of Section 617 of the Companies Act, 1956 (Act 1 of 1956).

## **14. 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, its receipt shall be acknowledged on the same day; and in other cases, the receipt shall be acknowledged within three days of the receipt.(2)The receipt of every such application shall be acknowledged in Form III.

## **15. Register of applications for quarry lease.**

(1)A register of applications for quarry lease shall be maintained by the mining officer or Assistant Mining Officer of the district in Form IV.(2)The Register of application for quarry leases and the register of quarry leases shall be open to inspection by any person on payment of the following fee:-Rs. 10.00 (Rupees Ten) for first hour or part thereof;Rs. 5.00 (Rupees Five) for next 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 10] [Inserted by Notification No. 19-53-87-XII-2, dated 19-6-1997.]

## **16. Premature applications.**

- Applications for the grant of a quarry lease in respect of areas whose availability for grant is required to be notified under rule 12 shall if :-(a)no notification has been issued under that rule; or(b)where any such notification has been issued, the period specified in notification has not expired;shall be deemed to be premature and shall be entertained and the application fee thereon, if any paid, shall be refunded.



## **17. Renewal of quarry lease.**

- Every application for the renewal of a quarry lease shall be made at least one year before the date of which the lease is due to expire.

## **18. Disposal of applications for the grant or renewal of quarry lease.**

(1) On receipt of an application for the grant or renewal of a quarry lease, its details shall be first circulated for display on the notice board of the Zila Panchayat, Janpad Panchayat and Gram Panchayat concerned of the district and collectorate of the district concerned. (2) [The Sanctioning Authority after making such enquires as he deems fit, may sanction the grant or renewal of a quarry lease or refuse to sanction it within one year from the date of receipt of the application for the grant of quarry lease or for the renewal application before the expiry of quarry lease already sanctioned. Otherwise the application shall be deemed to have been refused : Provided that no quarry lease for new area shall be sanctioned without obtaining opinion of the respective Gram Panchayat.] [Substituted by Notification No. 19-53-87-XII-2, dated 19-6-1997.] (3) Notwithstanding anything contained in sub-rule (2), all pending applications for the grant inclusive of such applications on which agreements have not been executed on the date of commencement of these rules shall be deemed to have been refused by the Sanctioning Authority. Fresh applications in this behalf may be made according to the procedure laid down under these rules. (4) [Where an applicant for grant or renewal of a quarry lease, dies before the sanction order is passed it will be deemed to have been filed by his heir and if the applicant dies after the sanction order of grant or renewal but before execution of lease deed it will be deemed to have been granted or renewed to the legal heir of the applicant.] [Inserted by Notification No. 19-53-87-XII-2, dated 19-6-1997.]

## **19. Reasons for refusal to be recorded.**

(1) Where the Sanctioning Authority passes any order refusing to grant or renew a quarry lease, it shall communicate in writing the reasons for such order to the person against whom such order is passed. (2) Where it appears that the application is not complete in all material particular is not accompanied by the required documents, the Collector or any other Officer authorised by him in his behalf shall by a notice served by registered post in writing, requiring the applicant to make good the omission or as the case may be, to furnish the documents, not later than 30 (Thirty) days from the date of communication of the said notice. An application for the grant or renewal of a quarry lease made under Rule 9 shall not be refused by the Sanctioning Authority only on the ground that application is not complete in all material particulars or is not accompanied by the documents.

## **20. Register of quarry leases.**

- A register of quarry leases shall be maintained by the Mining Officer/Assistant Mining Officer in Form V.

## 21. Preferential Rights.

- [(1) \* \* \* \*] [Omitted by Notification No. 7-22/2003/M, dated 09-09-2003.](2)Minerals specified at S.No. 2 to 7 of Schedule 1 and Minerals specified in Schedule II -(i)Co-operative Society/Association of Scheduled Tribe/Scheduled Caste/Backward Classes, Co-operative Society/Association of educated unemployed youths or individuals where more than fifty per cent, of the members belong to the concerned category and also where the Chairman of the Society is of the concerned category and also where the executive committee have the representation in the ratio of the members of the concerned category and hail from below Poverty Line families listed in the District Rural Development Agency or educated unemployed youth belonging to Scheduled Tribe/Scheduled Caste/Backward Classes in that order;(ii)An educated unemployed youth belonging to below Poverty Line families listed in the District Rural Development Agency;(iii)Any other person belonging to below Poverty Line families listed in the district Rural Development Agency;(iv)Any other applicant:[Provided that exclusive Co-operative Society/Association of Women or an individual woman shall have the preferential right over other applicants in the same order as provided in clause (i), (ii), (iii) and (iv).] [Inserted by Notification No. 19-53-87-XII-2, dated 21-01-1998.][Provided further that] [Substituted by Notification No. 19-53-87-XII-2, dated 21-01-1998.] the above priorities shall hold good only if the applications are received within one month from the date of first application.(3)Whenever more than one application in any particular category are received for minerals of Schedule I for an area, the Sanctioning Authority shall while sanctioning a quarry lease take into consideration the following matters in respect of the applicants-(i)Any special knowledge or experience of mining and export;(ii)Technical and special management experience of establishing, running and maintaining cutting polishing industry'; and(iii)The nature and quality of the technical staff and the plant and machinery deployed or to be deployed by the applicant;(iv)The financial resources of the applicant;(v)The proposed phased programme of establishing the industry;[Notwithstanding anything contained in sub-rule (2), it shall be competent for the Sanctioning Authority for reasons to be recorded in writing and with the prior approval of the State Government to grant a lease in variance with the order of priority specified in sub-rule (2)] [Substituted by Notification No. 7-22/2003/M, dated 09-09-2003.] :Provided that in cases falling under category (i) to (iv) in sub-rule (2), the grant of lease shall be subject to the condition that lessee shall work the quarry directly and shall not hand it over to any other party for working :Provided further that the Sanctioning Authority may refuse to accord preference to the application of a Co-operative Society/Association if he finds that the particular society does not work properly in the interest of the workers concerned.The lessee shall give priority in employment to the resident of the village in which the quarry' lease is granted.

## 22. Period of quarry lease/quarry permit.

- The period for which a quarry lease/quarry permit may be granted or renewed shall be as shown in the table below :-

| S.No. | Name of the Minerals | Period_____ |
|-------|----------------------|-------------|
|-------|----------------------|-------------|

| In case of individual | In case of co-operative Society   |                                   |                                   |
|-----------------------|---|-----------------------------------|-----------------------------------|
| (1)                   | (2)   | (3)                               | (4)                               |
| 1.                    | Dimensional Stone-Granite, dolerite, and other igneous and metamorphic rocks used for cutting and polishing purpose formaking blocks, slabs, tiles of specific dimension. | Twenty years with renewal clause. | Twenty years with renewal clause. |
| 2.                    | Marble used for cutting and polishing purpose for making blocks, slabs, tiles of specific dimension.  | Ten years with renewal clause.    | Ten years with renewal clause.    |
| 3.                    | Marble stone for other purpose.   | Five years with renewal clause.   | Five years with renewal clause.   |
| 4.                    | Limestone when used in kilns for manufacture of lime used as building material.   | Ten years with renewal clause.    | Ten years with renewal clause.    |
| 5.                    | Flagstone-Natural sedimentary rock which is used for flooring, roof top etc. and used in cutting and polishing industry'.   | Ten years with renewal clause.    | Ten years with renewal clause.    |
| 6.                    | Stone for making gitti by mechanical crushing (i.e. use for crusher).   | Ten years with renewal clause.    | Ten years with renewal clause.    |
| 7.                    | Bentonite/Fuller's earth  | Five years with renewal clause.   | Five years with renewal clause.   |

- |     |   |                                     |
|-----|---|-------------------------------------|
| 8.  | Clay for chimney<br>Bhatta and tiles<br>industry.   | Ten years with renewal clause.      |
| 9.  | Ordinary Sand,<br>Bajri.  | Two years without renewal clause.   |
| 10. | Ordinary' clay for<br>making bricks, pots<br>tiles etc.<br>exceptchimney<br>Bhatta.         | two years without renewal clause    |
| 11. | Stone, Boulder,<br>Road metal, Gitti,<br>Dhoka, Khanda,<br>Dressedstones,<br>Rubble, Chips. | Three years without renewal clause. |
| 12. | Murum.  | Two years without renewal clause.   |
| 13. | Lime Kankar.  | Two years without renewal clause.   |
| 14. | Gravel.   | Two years without renewal clause.   |
| 15. | Lime shell.   | Two years without renewal clause.   |
| 16. | Reh mitti.  | Two years without renewal clause.   |
| 17. | Slate when used for<br>building material.   | Two years without renewal clause.   |

18. Slate when used for building material. Two years without renewal clause.
19. Any other minor mineral not specified above. Two years without renewal clause.

### 23. Restrictions on area of quarry lease.

- [(i) No lessee shall ordinarily hold in aggregate more than the area of Limestone (Minor Mineral), Marble and Flag stone in the State as specified below :-

(A) Cooperative Society/Association/Companies - 10 Hectares

(B) Individuals - 4 Hectares

Explanation. - The above limit shall ordinarily be applicable in Renewal cases also.] [Substituted by Notification No. 19-53-87-XII-2, dated 19-6-1997.](ii)At the time of renewal of the lease, the lessee shall be entitled to surrender any compact part of the leased area.

### 24. Boundaries below the Surface.

- The boundaries of the area covered by a quarry lease shall run vertically downwards below the surface towards the centre of the earth.

### 25. Security deposit and surety.

(1)An applicant for quarry lease shall before the deed referred to in Rule 26, is executed, deposit as security, a sum of rupees Ten thousand in respect of quarry' lease for dimensional stones-Granite, dolerite, rhyolite, marble and other igneous and metamorphic rocks which are used for cutting and polishing for making blocks, slabs and tiles of specific dimensions [and Rs. One thousand in respect of quarry leases of limestone and other minerals specified in schedule-I and minerals specified in Schedule-II, in the same manner as specified in sub-rule (3) of Rule 10] [Substituted by Notification No. 19-53-87-XII-2, dated 19-6-1997.];(2)The applicant shall also submit the surety bound duly filled in Form VI or a bank guarantee for an amount equal to two years of dead rent:Provided in case of a Co-operative Society/Association the provision of sub-rule (2) may be waived by the Competent Authority ;(3)[ Deposit made under sub-rule (i) if not forfeited under these rules and no other dues are outstanding against the lessee it shall be refunded by the Collector/ Additional Collector on tire expiry lease or its determination whichever is earlier.] [Substituted by Notification No. 19-53-87-XII-2, dated 19-6-1997.]

## 26. Lease to be executed within three months.

- Where a quarry lease is granted or renewed, the lease deed in Form VII shall be executed and registered under the Indian Registration Act, 1908 (No. 16 of 1908) within three months 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 :Provided that where the Sanctioning Authority is satisfied that the applicant is not responsible for the delay in the execution of the lease deed, the Sanctioning Authority may permit the execution of the lease deed after the expiry of the aforesaid period of three months.

## 27. Survey of the area leased.

(1)When a quarry' lease is granted over any area, arrangement shall be made by the Mining Officer or Assistant Mining Officer at the expense of the lessee for the preparation of a plan and the demarcation of the area granted under the lease, after collecting a fee calculated according to the rates specified in the table below :-

- |                                    |  |
|------------------------------------|--|
| (a) Area not exceeding 20 hectares | Rs. 25/- per hectare or part thereof subject to a minimum of Rs. 100/- |
| (b) Area exceeding 20 hectares     | Rs. 50/-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 metre 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 :(3)The fee under sub-rule (1) shall be deposited in the same manner as prescribed in sub-rule (3) of Rule 10.

## 28. Information of agreements etc. to Panchayats.

- The Collector shall send copy of every' lease deed with plan to the respective Janpad Panchayat and shall intimate the full details of area to the respective Panchayat.

## 29. Rent and Royalty.

(1)When a quarry' lease is granted or renewed-(a)dead rent shall be charged at the rates 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 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 rent/royalty in respect of any

mineral removed and/or consumed at the rate specified from time to time in Schedules III and IV;(5)The State Government may, by notification in the Official Gazette amend the Schedules III and IV so as to enhance or reduce the rate at which rents/royalties 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 rate of royalty/dead rent in respect of any mineral shall not be revised more than once during any period of three years;(6)No granite block either processed or in the raw form or any other mineral shall be dispatched from any of leased areas without a valid transit pass issued by Mining Officer. The transit pass shall be issued on an application in Form VIII after depositing royalty for the quantity intended to be transported out of the minerals extracted. Contravention of this rule may result in forfeiture of the security deposit by the Collector without prejudice to any other action that might lie against the lessee;(7)The Transit Pass shall be in Form IX.

## Chapter V

### Quarry Lease-General Conditions

#### 30. Conditions of quarry lease.

(1)Every quarry lease shall be subject to the following conditions(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 the advance for the whole year, on or before the 20th day of the first month of 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. The lessee shall pay royalty 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 Personal Deposit account opened by the Collector for this purpose in any Nationalised Bank of the district.] [Substituted by Notification No. 19-53-87-XII-2, dated 19-6-1997.](c)The lessee shall also pay for the surface area occupied or used by him for the purposes of mining operations, 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 for default in the payment of dues as specified in clause (a), (b), (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 for all defaulted payments of dead rent, royalty and surface rent.(2)If any mineral not specified in the lease is discovered in the leased area, the lessee shall report discovery' without delay to the Collector and shall not win or dispose of such mineral without obtaining a lease therefor. If he fails to apply for such a lease within three months 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 as prescribed by the State or the Central Government from time to time under the Minimum Wages Act. 1948 (No 1 of 1948).(4)The lessee shall take all measures for planting trees in quarried area or any other area selected by the Collector not less than twice the number of trees destroyed by reasons of mining or quarrying operation in addition to restoring and levelling the land.(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 other conditions of these rules, where

mining operations have not commenced within a period of one year from the date of execution of the lease or discontinued for a cumulative period of six months during any calendar 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 the 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 fee of Rs. 200/- (Rupees Two Hundred) The amount of fee shall be deposited in the Government treasury under the receipt head prescribed in sub-rule (3) of Rule 10.(9)The Sanctioning Authority of the lease may, 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; extending 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 within a period of one year from the date of execution of the lease deed 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 if the lessee is able to furnish documentary evidence supported by a duly sworn-in-affidavit that there are sufficient reasons and/or reasons beyond their control 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 and at all times maintain and keep in good repairs boundary' marks and pillars necessary' to indicate the demarcation shown in the plan annexed to the lease(12)The lessee shall not carry' on, or allowed to be carried on any mining operations -(a)at any point within a distance of 75 metre from any railway line, bridge or highway except under and in accordance with the written permission of the railway administration or the administration concerned;(b)50 metres from tank, river banks, reservoir, canal (10 metre from grameen kachcha road);(c)100 metre from abadi, school, hospital and other public places, buildings and habited sites;(d)300 metre from sensitive area like radio station, doordarshan kendra, defence establishment etc. of the Central and State Government except under and in accordance with the previous written permission of the State/Central Government;The Central or the State Government may in granting such permission impose such conditions as it may deem fit.(13)The lessee shall keep correct accounts showing the quantity and other particulars of all minerals obtained from the mine, date wise quantities of despatches/consumptions from the lease hold, the price obtained for such minerals, the name of the purchaser, the receipts for money received, the number of persons employed therein and shall, allow all officers of the Directorate of Geology and Mining and any officer authorised by the Zila/Janpad/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/Janpad/Gram Panchayat such information and returns as he or it may require.(14)The lessee shall issue a transit pass in Form IX 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 book form. Original 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 in Form VIII made by the lessee. The lessee shall surrender all previous duplicates 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 (1) and fresh transit passes are issued. 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 in Form IX or if the transit pass is found to be incomplete distorted or tampered with, the Collector, Additional Collector, Chief Executive Officer of Zila/ 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.] [Inserted by Notification No. 19-53-87-XII-2. dated 19-6-1997.](16)The Collector. Additional Collector, Chief Executive Officer of Zila/Janpad Panchayat and Gram Panchayat/Deputy Director, Mining Officer by an order in writing may impose a penalty up to Rs. Ten Thousand which in no case shall be less than rupees one thousand.(17)The seized mineral or its products, tools, equipment and vehicle may be released when the penalty so imposed is deposited by the offender.(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 or 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 and books of accounts for the purpose of assessment of royalty to the Assessing Authority concerned within thirty days from the 30th June/31st December or whenever demanded by the Assessing Authority concerned though a notice in writing. In case if he fails to do so, a penalty of rupees one thousand may be imposed for every month till he produces 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 X giving the total quantity of mineral/ minerals raised, removed/consumed in previous calendar month;(b)Submit on or before 15th day of July and January to the Collector half yearly return for half year ending June and December in Form XI;(c)Submit by the 31st January' every year to the Collector a Statement giving information in Form XII regarding quantity and value of mineral/minerals raised/removed/consumed during last calendar year, average number of labourers employed (men and women separately), number of days worked.(21)The lessee shall strengthen and support to the satisfaction of the Railway Administration or the Sanctioning Authority, as the case may be, any part of mine which 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 may cancel the lease and forfeit in whole or in part the security deposit paid by the lessee under Rule 25.(23)(i)The lessee shall allow officers authorised by the State or the Central Government and any officer authorised by the Ziki/Janpad/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 quarry 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 give to the Director General of Mines Safety, Government of India, Dhanbad, the Controller General, Indian Bureau of Mines of Government of India, Nagpur and the District

Magistrate of the District in which the mine is situated, a notice in writing in Form XIII appended to these rules, as soon as-(a)the working in the mine extends below superjacent ground;(b)the depth of any open cast excavation measured from its highest to the lowest point exceeds six metres; 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 asking him to show cause why he should not be penalised for the breach committed and directing him to remedy the breach within sixty days from the date of the notice and if the lessee or his transferee or assignee fails to show proper cause or if the breach is not remedied within such period the Sanctioning Authority, without prejudice to any other action, may determine the lease and forfeit the whole or part of the security deposit or in the alternative may receive from the lessee such penalty for the breach not exceeding four times the amount of the said half yearly dead rent as the lessor may fix.(27)In case of breach by the lessee or his transferee or assignee of any other conditions of the lease, the Sanctioning Authority may require the lessee to pay a penalty not exceeding an amount equivalent to twice the amount of annual dead rent.(28)A quarrying 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 and royalties;(b)the compensation for damage to the land covered by lease;(c)the felling of trees;(d)the restriction of surface operations in any area prohibited by any authority;(e)the notice by lessee for surface occupation;(f)the facilities to be given by the lessee for working other minerals in the leased area or adjacent area;(g)the entering and working in a reserved or protected forest;(h)the security 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 lease;(n)the power to take possession of plant, machinery, premises, and mines in the event of war or emergence(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 and the like destroyed by reason of any quarrying or mining operation shall be made in the same area or in any other areas selected by the State Government, (whether 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 quarry' or to other mineral concessions.

### **31. Special Conditions.**

- A quarry lease may contain any other special conditions as may be specified by the State Government

## **32. Establishment of cutting and polishing units.**

(1) Notwithstanding anything contained in sub-rule (5) of Rule 30 in respect of quarry leases of granite granted for the establishment of cutting and polishing unit, if the unit is not established within a period of one year from the date of Execution of lease/leases within the State the said lease/leases shall be deemed to be terminated. (2) The lessee can transport including inter state movement or export the rough blocks within the first year of the quarry lease, the quantity as may be permitted by the State Government.

## **33. Rights of Lessee.**

- Subject to the conditions specified in rule 30 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 buildings and roads; (iii) to erect plant and machinery; (iv) to quarry' and obtain building and road materials and make bricks, but not for sale; (v) to use water; (vi) to use land for stacking purpose; (vii) to do any other thing specified in the lease.

## **34. 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 of the Government.

## **35. Transfer of Quarry lease.**

(1) No lessee shall transfer or sub-let his lease to any other person nor make any arrangement with any body, whereby even indirectly any' right over the leased areas is passed on to any other persons : Provided that the permission for transfer may be granted to the lessee by the Sanctioning Authority on payment of [Rs. 1000/- (Rupees One thousand) to be deposited in the same manner as prescribed in sub-rule (3) of Rule 10] [Substituted by Notification No. 19-53-87-XII-2, dated 19-6-1997.] and transferee has accepted all the conditions and liabilities which the transferor was having in respect of any such quarry lease. (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) Where on an application for transfer of quarry lease under sub-rule (1). the Sanctioning Authority has given consent for transfer of such lease, a transfer lease deed in Form XIV 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.

# **Chapter VI**

## **Grant Of Quarry Permit**

### **36. Quarry Permit.**

- Quarry permit shall be issued by Zila/Janpad and Gram Panchayats as specified in Rule 7 and Rule 8.

### **37. Application for quarry permit.**

- An application for grant or renewal of quarry' permit shall be made to the [concerned Zila Panchayat, Janpad Panchayat and Gram Panchayat as the case may be] [Substituted by Notification No. 19-53-87-XII-2, dated 19-6-1997.] in Form XV and shall contain the following particulars:-(i)Name, profession, caste, educational qualification, age, residence, financial status and address. In case of Co-operative Societies/ Association, by law's, list of members and their caste, financial status of individual member and their educational qualification;(ii)Name of the mineral for which permit is required;(iii)Description of the land marked on a village map with khasra panchsala from which the mineral is to be removed;(iv)Purpose for which the mineral is to be used;(v)Consent of the owner of land, if the land is a private land;(vi)Period for which the permit is required;(vii)An application fee of rupees Twenty Five (Rs. 25.00) to be deposited in the manner as may be prescribed by the respective authority and the cash receipt thereof shall be enclosed with the application.

### **38. Disposal of application for quarry permit.**

(1)On receipt of an application for the grant [\* \* \*] [Omitted by Notification No. 19-53-87-XII-2, dated 19-6-1997.] of quarry permit its details shall be first circulated for display on the notice board of the Zila Panchayat, Janpad Panchayat and Gram Panchayat concerned of the district and collectorate of the district concerned. It shall be disposed of by the Sanctioning Authority within [sixty days] [Substituted by Notification No. 19-53-87-XII-2, dated 19-6-1997.] from the date of its receipt. However a Gram Panchayat shall obtain prior approval of its Gram Sabha before final disposal of the application.(2)The Sanctioning Authority shall grant quarry permit in Form XVI for extraction and removal from any specified quarry, and mineral under any one permit. The agreement shall be executed and registered in Form XVII within 30 days of sanction and if no such agreement is executed within the aforesaid period, the order of sanction shall be deemed to be revoked. The transit pass in Form IX shall be issued after deposition of royalty for the quantity of mineral intended to be transported every time. The royalty shall be calculated at the rates specified in Schedule III. The applicant shall deposit the amount of security which he may be directed to deposit by the Authority before such execution of agreement.(3)If any application is rejected, the Sanctioning Authority shall inform the applicant, stating the reasons of such rejection.(4)Preferential Rights.- A Quarry permit shall be granted only to the residents of the Panchayat where the quarry is located in the following order of preference :-(a)Co-operative society/association of Scheduled Tribe/Scheduled Caste/Backward Classes Educated unemployed youths or individuals where more than 50 per cent of the members belong to the concerned category and the chairman of the society belongs to the concerned category and also where the executive committee have representation in the ratio of the members of the concerned category and hail from below poverty line unemployed youth belonging to Scheduled Tribe/Scheduled Caste/Backward

Classes in that order;(b)An educated unemployed youth belonging to below poverty line families listed in the District Rural Development Agency;(c)Any other person belonging to below poverty line families listed in the District Development Agency;(d)Any other applicant:[Provided that exclusive Co-operative Society/Association of Women or an individual woman shall have the preferential right over other applicants in the same order as provided in clauses (i), (ii), (iii) and (iv).] [Inserted by Notification No. 19-53-87-XII-2, dated 21-01-1998.]

### **39. Period of Quarry permit.**

- The period of a quarry permit shall be as specified in Rule 22.

### **40. Conditions of quarry permit.**

- The conditions of quarry permit shall be as follows, namely;-(i)The depth of quarry below the surface shall not exceed six metre;(ii)The permit is non-transferable;(iii)Mineral, other than for which quarry' permit is granted, shall not be excavated, removed or transported without approval of the Sanctioning Authority;(iv)If any major mineral is found during quarrying operations, the permit holder shall report the matter to the Sanctioning Authority and the Collector of the district, forthwith;(v)The quarry permit holder shall maintain complete and correct accounts of the mineral excavated and quantity removed from the area;(vi)The quarry' permit holder shall immediately report all accidents to the Sanctioning Authority and the Collector of the district;(vii)The quarry permit holder shall have no right over the quarried material and other property lying in the permit area after the expiry of the permit:(viii)The quarry permit holder shall not carry on the quarrying operation within the prohibited distances from any public roads, public building, temples reservoirs, dams, burial ground and railway track, etc. and cause any damage to any public and private properties;(ix)The quarry permit holder shall allow the sanctioning Authority or any Officer authorised by any of them to inspect the quarrying operations and to check the accounts and verify the details of dispatches from the registers maintained by him, and(x)The quarry permit holder shall surrender on expiry' of the permit all duplicates of transit passes issued to him to the Sanctioning Authority and furnish to him a complete statement indicating the quantities of minerals removed and other particulars as may be required by the Sanctioning Authority'.

### **41. Register of quarry permit.**

- The Sanctioning Authority shall maintain a register of quarry' permits in Form XVIII.

## **Chapter VII**

### **Quarrying Operations**

### **42. Opencast working.**

(1)In opencast workings, the benches formed shall be so arranged that the benches in mineral and

overburden are separated so as to avoid mixing of waste with 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 Deputy Director 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 metre and the breadth thereof shall not be less than the height.(iii)The benches in overburden shall be kept sufficiently in advance so that their workings do not interfere with the working of mineral.(iv)The overburden and waste material obtained during mining operations shall not be allowed to be mixed with non-salable or sub-grade minerals. They shall be dumped and stacked separately'.(v)The mining operations shall be carried out in workmen-like manner and in accordance with the provisions of the State and Central Acts and rules wherever applicable.(vi)The Collector of the district concerned or an officer authorised by the State Government if in his opinion the compliance with the provisions thereof not reasonably practicable, may, by any order in writing and subject to such conditions as he may specify therein, exempt from the operation of these rules for any working in those cases in which special difficulties exist :Provided that all sand quarries, operated by co-operative societies/ associations of scheduled tribe/caste/backward classes and educated unemployed and an individual member of scheduled tribe/caste and backward classes shall be exempted from compliance of these rules subject to the conditions that loose stones and debris shall not be allowed to remain within a distance of three metre from the edge of excavation and no undercutting of any face or side is caused to permit any overhanging.

### **43. Exemptions to be subject to Mines Act, 1952 and rules made thereunder.**

- Subject to such exemptions granted under the Mines Act, 1952 and rules made thereunder, the lessees shall comply with all provisions of the said Act and rules.

## **Chapter VIII**

## **Protection Of Environment**

### **44. 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(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 therefrom 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;(e)The top soil dumps shall be suitably terraced and stabilised 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 a quarry lease/quarry permit shall take steps so that the overburden, 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 quarry' excavations with a view to restoring the land to its original use as far as possible;(d)The fines shall be so deposited and disposed that they are not allowed to flow away and cause land degradation or damage to agricultural fields, pollution of surface water bodies or cause floods.

#### **45. 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 quarry' is situated; and(c)restore, to the extent possible other flora destroyed by quarrying operations.(iv)The State Government may prescribe rates at which the cost of rehabilitation and reclamation shall be recoverable from the holder of a quarry' lease/quarry permit upon his failure to observe these rules.

#### **46. Precautions against damage to public places, air pollution and noise pollution etc.**

- Every holder of a quarry lease shall, -(i)take adequate precautions against damage to public buildings or monuments, roads, religious places either within the lease area or in proximity to the lease area;(ii)air pollution due to fines, dust, etc; shall be controlled, and kept within permissible limits specified in the Air (Prevention and Control of Pollution) Act, 1981 (No. 14 of 1981) and the Environment (Protection) Act, 1986 (No. 29 of 1986) and rules made there under;(iii)noise arising out of quarrying operations shall be abated or controlled at the sources so as to keep it within permissible limits.

#### **47. Penalty.**

- Whosoever contravenes any of the provisions of [Rules 44 to 50] [Substituted by Notification No. 19-53-87-XII-2, dated 19-06-1997.] 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 and in the case of continuing contravention, with an additional fine which may extend upto five hundred rupees for every' day during which such contravention continues after conviction for the first such contravention.

## **48. Returns.**

(1) Every holder of a quarry lease shall submit to the Collector of the district concerned or any officer authorised by him within a period of 60 days of the execution of the quarry' agreement, a scheme of an environment management incorporating proposals for the progressive reclamation and rehabilitation of the land disturbed by the quarrying operations, a scheme for the plantation of trees and a scheme for prevention and control of air and water pollution in Form XIX. (2) The scheme under sub-rule (1) shall be prepared in consultation with the Deputy Director. (3) The collector or the authorised officer may direct such other measures to be taken for minimising the adverse effect of quarrying operations on the environment. (4) The environmental scheme prepared under sub-rule (1) may be modified at any time on geological considerations by the holder of a quarry' lease subject to the approval of Director. (5) Every holder of a quarry lease shall submit to the Collector a quarterly report in Form XX so as to reach him by 15th April, 15th July, 15th October and 15th January for the quarters ending March, June, September and December respectively. The Collector together with his comments shall send the reports to Panchayats so that they can exercise due control on protection of environment.

## **49. Relaxation from protection of Environment..**

(1) Notwithstanding anything contained in these rules the provisions of Rules 44, 45, 46, 47 and 48 shall not apply to sand and bajri quarrying. (2) Relaxations may be granted by the Director, to a quarry lease holder from all or some of the provisions of environmental protection on special considerations.

## **50. Scheme to be submitted by the existing lessees.**

- Where quarrying operations have been undertaken before the commencement of these rules without an approved scheme of an environment management, the holder of all such quarry leases including auction quarries shall submit a scheme within a period of 90 days from the commencement of these rules to the Collector of the district concerned.

## **51. Approval of Scheme.**

(1) The Collector shall within a period of 90 days from the date of receipt of the scheme, under rule 48 and 50 convey his approval or disapproval together with reasons to the lessee or permit holder. (2) If no decision is conveyed within the stipulated period under sub-rule (1), it shall be deemed to have been provisionally approved subject to the final decision whenever communicated.

# **Chapter IX**

## **Assessment Of Royalty**



## **52. 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, despatches 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 in Form X by the 10th of the following month and annual return in the Form XII 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 may serve a 15 days' notice upon the assessee requiring in writing on a date and at place specified in the notice and to produce any evidence on which the assessee relies in support of the correctness of the returns, statement and records furnished by him and produce or cause to be produced such accounts pertaining to the assessment year as the assessment 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 of assessment of royalty payable by the assessee. (6) Notwithstanding anything contained in these rules or in the agreement of quarry lease/permit if the assessee contravene any of the provisions of subrules (2), (4) and (5) or if he has not adopted any method of regular accounting on the basis of which assessment can be made properly', the assessing authority shall assess the royalty to the best of its judgement and may impose for each of the contravention, penalty up to 20% of annual dead rent. (7) If an assessee fails to submit monthly returns in Form X under sub-rule (2) for any month within the prescribed time limit and if the assessing authority has reason to believe that the assessee has evaded or avoided payment of royalty, the assessing authority may 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 judgement. The amount so assessed shall be payable forthwith by the assessee.

## **Chapter X**

### **Penalty For Un-Authorised Extraction And Transportation**

## **53. Penalty for un-authorised 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 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/Additional Collector/ Joint Director/Deputy Director/Mining Officer/Assistant Mining Officer, or any Officer authorised by him or Zila/Janpad/Gram Panchayat may seize the minor minerals and its products together with all tools, equipments and vehicles used in committing such offence.(3)The officer seizing 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) may 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 the time and at the place w hen such production is asked for by such officer:Provided that where a report has been made to the Magistrate under sub-rule (3) then the seized property shall be released only under tire orders of such Magistrate.(5)The Collector/Additional Collector/Joint Director/Deputy Director/ Mining Officer or Officer authorised by Zila/Janpad/Gram Panchayat may either before or after the institution of the prosecution, compound the offence so committed under sub-rule (1) on payment of such fine which may extend to double the market value of mineral no extracted but in no case it will be less than rupees one thousand or ten times of royalty of minerals so extracted whichever is higher:Provided that in case of continuing contravention Collector/Additional Collector/Deputy Director/Mining Officer in addition to the fine imposed may also recover an amount of Rs. 500/- for each day' till such contravention continues.(6)Any person who trespasses on any land in contravention of these rules, such trespasser may be served with an order of eviction by the Collector/Additional Collector.(7)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 except the mineral or its products shall be released and the mineral or its products so seized under sub-rule (2) shall be confiscated and shall be the property of the State Government.(8)The authorities empowered to take action under this rule may 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.(9)(i)Subject to such conditions as may be specified, the Collector/ Additional 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 shall in conduct of such investigation exercise the powers conferred upon the officer-in-charge of a police station by the Code of Criminal Procedure 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 in respect of the following matters :-(a)Enforcing the attendance of any person and examining him on oath or affirmation.(b)Completing production of documents.

## Chapter XI

### Minor Mineral Offences Prevention Award

## **54. 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 quarrying and transport, or of offences otherwise committed against the Act and the rules may be granted awards. (2) Awards may be granted only in case when the information furnished is useful to impose penalty under the rules. (3) Conditions and extent of award. - The awards made 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 five hundred rupees, whichever is less; (ii) Where no mineral is seized. - A maximum amount of an award shall be 5% of the penalty amount realised, may be awarded. (4) Award not to be claimed as of right - (i) Awards under these rules can not be claimed as matter of right. (ii) No appeal lies to any authority on any award made by the Competent Authority under these rules.

## **55. 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 decision taken to grant the award by a committee consisting of the Director with two other officers of his department nominated by him. (3) The award shall be drawn on the Form 34 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 XII**

### **Disbursement Of Revenue From Minor Minerals Between Janpad Panchayats And Gram Panchayats**

#### **56. [ Deposition of revenue. [Substituted by Notification No. 19-53-87-XII-2, dated 19-6-1997.]**

(1) All revenue from the minor mineral quarries granted by the Panchayats including Dead Rent, Royalty, Surface Rent, interest and any other penalty shall be deposited in the fund of respective Panchayats. (2) Except area granted by the Gram Panchayat, Revenue such as Dead Rent, Royalty, Surface Rent interest and any other Penalty from other quarries of Minor Minerals situated within the area of Panchayats shall first be deposited in the Zila Panchayat Nidhi of the area concerned. It shall then be distributed according to rules governing the District Panchayat Nidhi and as per the procedure prescribed by the State Government. (3) All Revenue from Minor Minerals such as Dead Rent, Royalty, Surface rent, interest and any other penalties recoverable within the area of Corporation, Municipalities, Special Area or Nagar Panchayats shall be deposited in the respective Local Bodies.]

## **Chapter XIII**

### **Appeal, Review And Revision**

#### **57. [ Appeal and appellate authorities. [Substituted by Notification No. F-7-7-2004-XII, dated 24-8-2006.]**

(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 order passed under these rules to the authority mentioned in Chhattisgarh Panchayat (Appeal and Revision) Rules, 1995 and in the same manner as prescribed therein.(2)Where any power is exercisable by the Collector/Additional Collector under these rules, in relation to any matter, an appeal shall lie, from every order passed under these rules to the Director, Geology & Mining, Chhattisgarh.(3)Where any power is exercisable by the Director under these rules, in relation to any matter, an appeal shall lie from [every original order] passed under these rules to the State Government.(4)An order passed in review varying or reversing any order shall be appealable in like manner as the original order.(5)No such appeal shall be entertained unless presented within sixty days from the date of (he 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 him that he has sufficient cause for not making the application within time.

#### **58. Revision.**

(1)The State Government and Director may at any time, on its own motion 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 no order shall be varied or reversed in revision unless notice has been served on the parties interested and opportunity given to them of being heard.

#### **59. Review of orders.**

(1)The Director or Collector on his own motion review any order passed by himself or by any of his predecessors in office and pass such order in reference/thereto as he thinks fit :Provided that-(i)if the Director thinks it necessary to review any order, he shall first obtain the sanction of the Government, and if Collector proposes to review any order, whether passed by himself or by any predecessors, he shall first obtain the sanction in writing of the Director;(ii)no order shall be varied or reversed unless notice has been given to the parties interested to appear and be heard in support of such order;(iii)no order from which an appeal has been made, or which is the subject matter of any revision proceedings are pending, be reviewed;(2)No order shall be reviewed except on the grounds provided for in the Code of Civil Procedure, 1908 (V of 1908).

## **60. Application for Appeal.**

(1)An application shall be made in triplicate in Form XXI (Annexure-I). The application for appeal shall be accompanied by a treasury receipt showing that a fee of one hundred rupees has been paid into Government Treasury under the head of account-

'0853 - Mines and Minerals

800 - Other receipts

0278 - Receipts from minor minerals including fines and forfeitures'

(2)The application for appeal shall be affixed with a court fee stamp of the value of Rs. 10.00 (Rupees Ten).(3)In every application 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 under sub-rule (1), the applicant shall submit as many copies thereof as there are parties impleaded under sub-rule (3).

## **61. Copies of application of appeal to be sent to impleaded parties.**

- On receipt of the application and the copies thereof the Appellate Authority shall send a copy of the application to each of the parties impleaded under sub-rule (3) of Rule 60 specifying the date on or before which he may make his representation, if any, against the appeal application.

## **62. Order on appeal application.**

- Where an application for appeal 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.

## **63. Grant of stay.**

- The appellate authority may at any time direct that the execution of the order against which appeal 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 XIV**

### **Miscellaneous**

## **65. 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 quarry lease/quarry permit shall be made unless the Competent Authority have given to such applicant notice of its intention to do so and have allowed him reasonable opportunity of being heard.

## **66. 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 quarry' lease/quarry permit on the terms and conditions other than those prescribed in these rules.

## **67. Handling over possession of quarry.**

(1) Where quarry lease/ quarry permit 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/Additional Collector or any officer authorised by him or Zila/Janpad/Gram Panchayat within a period of 15 (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/Additional Collector or the Officer authorised by him or Zila/Janpad/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) The notice under sub-rule (2) shall contain a statement that the lessee shall hand over possession of the quarry' within a period of 15 (Fifteen) days of the date of service of the notice to an officer authorised by him under sub-rule (1) of rule 67. 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 Rule 67. he may take possession of the quarry' from the lessee and for that purposes may use such force as he considers necessary'.

## **68. [ Permission for removal of minor minerals for Central and State Governments and their undertakings. [Substituted by Notification No. 19-53-87-XI1-2, dated 19-6-1997]**

(1)(i) The concerning Panchayat shall grant permission for extraction, removal and transportation of any minor mineral from any specified quarry or land which may be required for the works of any department and undertaking of the Central Government or State Government. Such permission shall only be granted to either the concerned departmental authority or its authorised contractor on furnishing proof of award of contract. (ii) The Collector/Additional Collector shall grant permission for extraction, removal and transportation of any minor mineral from any specified quarry or land only from the areas of Corporation, Municipalities, Nagar Panchayat and Special Area which may be required for the works of any department or undertaking of the Central Government or State

Government. Such permission shall only be granted to either the concerned departmental authority or its authorised contractor on furnishing proof of award of contract.(2)Such permission shall not exceed a duration of 30 days and a quantity of 500 cubic meter at any one time.(3)Such permission shall only be granted on payment in advance of royalty calculated at the rates specified in schedule III. The transit pass in Form IX then shall be issued.(4)The permit shall be governed by the following conditions :-(a)The permit holder shall maintain complete and correct account of the mineral removed and transported from the area.(b)The permit holder shall allow any officer authorised by the Zila/ Janpad/Gram Panchayat in respect of the permission given by the Collector/Additional Collector to the Collector/Additional Collector/Deputy Director/Mining Officer/Assistant Mining Officer/Mining Inspector, 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, duplicates 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.]

## **69. 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.

## **70. 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.

**I**

(See Rule 6)Specified Minerals

**1. Dimensional stone-granite, dolerite, and other igneous and metamorphic rocks which are used for cutting & 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.**

**3. Marble stone for other purposes.**

**4. Limestone when used in kilns for manufacture of lime used as building material.**

**5. Flagstone-Natural sedimentary rock which is used for flooring, roof top etc. and used in cutting and polishing industry.**

**6. Stone for making gitti by mechanical crushing (i.e. use of crusher).**

**7. Bentonite/Fuller's earth.**

## **II**

(See Rules 6 & 7)Other Minerals

**1. Ordinary Sand, Bajri.**

**2. Ordinary clay for making bricks, pots, tiles etc.**

**3. Stone, Boulder, Road Metal Gitti, Dhoka, Khanda, Dressed Stones, Rubble, Chips.**

**4. Murrum.**

**5. Lime Kankar when used in kilns for manufacture of lime used as building material.**

**6. Gravel.**

**7. Lime shell when used in kilns for manufacture of lime used as building material.**

**8. Reh Mitti.**

**9. State when used for building material.**



**10. Shale when used for building material.****11. Quartzite and quartzitic sand when used for purposes of building or for making road metal or house-hold utensils.****12. Salt petre.**

[Schedule III] [Substituted by C.G. Notification No. F. 7/7/2004/12, dated 27-07-2005 (in force from 1-9-2001)](See Rule 29) Rates of Royalty

| S.No.  | Mineral  | Rates                         |
|--|--|-------------------------------|
| (1)  | (2)  | (3)                           |
| 1.   | Dimensional Stone-Granite, dolerite, and other igneous and metamorphic rocks which are used for cutting and polishing purpose for making blocks, slabs, tiles of specific dimension :- | Rs.<br>750/-<br>per<br>cu.mt. |
|  | (a) Black colour   | Rs.<br>400/-<br>per<br>cu.mt. |
|  | (b) Other colour   | Rs.<br>200/-<br>per<br>cu.mt. |
| 2  | Marble which is used for cutting and polishing purpose for making blocks, slabs, tiles of specific dimension.  | Rs. 75/-<br>per<br>cu.mt.     |
| 3  | Marble stone for other purpose   | Rs. 75/-<br>per<br>cu.mt.     |
| 4  | Flagstone Natural sedimentary rock which is used for flooring, roof top etc.   | Rs. 15/-<br>per<br>cu.mt.     |
| [5 [Substituted by C.G. Notification No. F. 7/7/2004/12, dated 2-3-2006 (in force from 1-4-2006).] |  | Rs. 15/-<br>per<br>cu.mt.     |
| 6  | Ordinary' sand, bajri  | Rs. 15/-<br>per<br>cu.mt.     |
|  | Murum  | Rs. 15/-<br>per<br>cu.mt.     |

7

## Stone :-

(a) Boulder

Rs. 30/-  
per  
cu.mt.

(b) Gitti, roadmetal

Rs. 40/-  
per  
cu.mt.

(c) Dressed stone, Khanda, Dhoka

Rs. 40/-  
per  
cu.mt.(except  
lime  
stone)

8

Soil-For making bricks and tiles

Rs. 15/-  
per  
cu.mt.

9

A Other minor minerals

Rs. 30/-  
per  
cu.mt.]

## IV

(See Rule 29) Rates Of Dead Rent In Rupees Per Hectare Per Annum

| S.No. | Category of Mineral  | 1st year of<br>the quarry<br>lease | 2nd year to 3rd<br>year of the<br>quarry lease | 4th year<br>of the<br>quarry<br>lease and<br>onward |
|-------|--|------------------------------------|--|---|
| (1)   | (2)  | (3)                                | (4)  | (5)   |
| 1.    | Dimensional Stone-Granite, dolerite, and other igneous and metamorphic rocks which are used for cutting & polishing purpose for making blocks, slabs, tiles of specific dimension. | Nil                                | 10000  | 15000   |
| 2.    | Marble which is used for cutting & polishing purpose for making blocks, slabs, tiles of Specific dimension and marble stone for other purpose.                                     | Nil                                | 5000   | 7500  |
| 3.    | Limestone when used in kilns for manufacture of lime used as building material.  | Nil                                | 3000   | 5000  |
| 4.    | Flagstone-Natural sedimentary rock which is used for flooring, roof top etc.   | Nil                                | 5000   | 7500  |
| 5.    | Stone for crusher  | Nil                                | 5000   | 7500  |

|    |   |     |      |      |
|----|---|-----|------|------|
| 6. | Ordinary Sand, bajri                                  | Nil | 5000 | 7500 |
| 7. | Murraïn   | Nil | 2000 | 3000 |
| 8. | Stone for building purposes and other minor minerals. | Nil | 2000 | 3000 |

Form I(See Rule 9)Application For Grant/renewal Of Quarry LeaseReceived at.....(place) on the.....day of.....19.....Here affix court fee stampFromToTheThrough :- TheDated the.....19.....

**1. I/We beg to apply for grant of quarry' lease/renewal of quarry' lease for a term of years over hectares of land in the area specified in the schedule.**

**2. A sum of Rs. 5000./- or Rs. 250/- as application fee payable under rules has been deposited vide challan No.....dated..... at place.....**

**3. The required particulars arc given below :-**

(i)Name of applicant(ii)Nationality of the applicant (Partners, Directors, Members)(iii)Place of registration or 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)Address of the individual firm, Company or Society/Association.(vi)Caste (individual or members of society/Association)(vii)Educational qualification (individual or members of society/ Association)(viii)Age (individual or members of society/Association)(ix)Residence (individual or members of society/Association)(x)List of Director/Partners/Members(xi)Registration/m-corporation certificate(xii)Financial status(xiii)Articles of memorandum/partnership deed/by-laws(xiv)Whether the application is for a fresh lease or for a renewal of a lease previously granted. Give details of previous lease held.(xv)Mineral/Minerals which the applicant intends to mine.(xvi)Period for which the quarry' lease/renewal of quarry lease is required.(xvii)Approximate quantity of mineral expected to be raised year wise during the first three years.(xviii)Manner in which the mineral raised is to be utilised.(a)for manufacture(b)for sale(c)any other purposeIn 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) 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)Khasra Panchsala.

**5. A statement supported by an affidavit showing all the areas mineralwise in each district of the state.**

(i)already held by me/us in my/our name/names (and jointly with others) under quarrying leases specifying the names of minor minerals.(ii)already applied for but not yet granted and(iii)being applied for simultaneously.

**6. An affidavit of obtaining surface rights.**

**7. No dues certificate in Form II.**

**8. The plan should indicate important features, viz-**

(i)if a railway, its full details i.e. whether Eastern Railway or Central Railway, whether a branch line or a main line or colliery tramway,(ii)if a road, whether village or public works department or carp track,(iii)walls,(iv)temples or mosques,(v)burning ghat or burial ground, etc.

**9. In case the renewal applied for is only for part of the lease hold.**

(a)the area applied for renewal(b)description of the area applied for renewal.(c)particulars of the lease hold with area applied for renewal clearly marked on it (attached).

**10. Means by which mineral is to be raised i.e. by hand labourers, mechanical or electric power.**

**11. Any other particulars which the applicant wishes to furnish.**

**Schedule 4**

Description of the area applied for(i)Name of village and Panchayat.(ii)Khasra number and area of each field or part thereof

Khasra Number Area in Hectares

(iii)Full description of the area applied for with regard to natural feature-(iv)Tehsil and patwari circle number-(v)District.....Place.....Date.....Yours Faithfully,Name and DesignationN.B. - If the application is signed by an authorised 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 II[See Rule 9(1)]No Dues Certificate

Office of issue.....

Date.....

No..... District.....

This is to certify that the following quarry leases/mining leases are held by  
Shri/M/s.....in district.....

Village Tehsil Minerals Areas in hectares Total Dues Assessed (in Rupees)Period\_\_\_\_\_

|     |     |     |     | Surface |  | Dead | Royalty | Others |
|-----|-----|-----|-----|---------|--|------|---------|--------|
|     |     |     |     | rent    |  | rent |         |        |
| (1) | (2) | (3) | (4) | (5)     |  | (6)  | (7)     | (8)    |

Amount paid during the period in rupees

| Surface Rent | Dead Rent | Royalty | Other | 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 therefor.**

**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 authorised officer with seal of OfficeForm III[See Rule 14 (2)]Receipt  
of Application for Quarry Lease or RenewalS.

No.....Date.....Received the application with the  
following enclosures for grant/renewal of quarry lease from Shri/Sarvashri.....on 19 for  
about.....hectares of land located in  
village.....Panchayat.....Tehsil.....District.....for mining.....minerals.

Enclosures :- .....

Signature

Place ..... of the receiving officer with

Date..... seal of Office.

Form IV[See Rule 15(1)]Register of Application for Quarry Leases

**1. Serial No.**

**2. Name of applicant.**

**3. Residence of applicants.**

- 4. Date on which application was received by receiving officer.**
- 5. Particulars of minerals which the applicant desires to win.**
- 6. Name of village.**
- 7. Name of panchayat.**
- 8. Tehsil.**
- 9. Khasra No.**
- 10. Area in hectares (khasrawise)**
- 11. Period for which applied.**
- 12. Remarks (preferential right sought for)**
- 13. Final disposal of applications together with number and date of the order.**
- 14. Signature of the officer**

Form V[See Rule 20]Register of Quarry Leases

- 1. Serial No.**
- 2. Name of the lessee with complete address.**
- 3. Date of application & S. No. of application register.**
- 4. Mineral for which lease has been granted.**
- 5. (a) Number and date of grant of lease with authority.**  
(b)Date of execution of quarry lease.
- 6. Period for which granted/renewed.**

- 7. Village, Panchayat & Tehsil where situated.**
- 8. Khasra No. and area.**
- 9. Area in hectares for which lease has been granted.**
- 10. Khasra No. with area of each No. taken up for working with date when so taken up.**
- 11. Amount of compensation paid for Area in col. No. 9 with date of payment and whether through Government or by private negotiations together with No. and order of land acquisition or transfer of lease.**
- 12. Amount of surface rent fixed and date of fixation.**
- 13. Date of expiry' or relinquishment or cancellation of the lease.**
- 14. Remarks with particulars as to date of renewal, actual expiry or relinquishment.**
- 15. Date from which the area is available for grant (Notification No. & Date of availability).**
- 16. Date of assignment or transfer of lease, if any, and the name and address of the assignee or transferee.**
- 17. Date of change together with the details of change that take place, in name nationality or other particulars of the holder of quarrying lease.**
- 18. Signature of the Officer.**
- 19. Remarks.**

Form VI[See rule 25 (2)]Surety BondStamp duty as specified against item 57 ofSchedule 1 A. of Indian Stamp Act, 1899.Know all Men By These Presents, that I, .....S/o Shri.....Resident of.....in the Tehsil.....of the District (hereinafter called the surety) am held and firmly bound to the Governor of Chhattisgarh (hereinafter 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 authorised 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, this day of.....one thousand nine hundred and.....Whereas Shri .....son of Shri.....resident of.....in the tehsil.....or the district (hereinafter called the lessee) has at his own request been granted quarry hease for (mineral) over an area of.....hectares 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 lessee is required to pay regularly and timely the dead rent, royalty, surface rent and any other dues arising out of the lease.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 lease, any such due on this account under this lease 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 one instalment 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 any way to dispose off the above property till this bond is in force.In witness whereof the said.....has signed hereinto on.....day of..... One thousand nine hundred and.....

Signature with full name address    Signature of the surety  
and occupation of the witness.

1..... Verified and found correct has signed  
2..... this Bond today in my presence  
Date..... Magistrate, Executive.

Form VII[See Rule 26]Quarry Lease DeedThis Indenture made this day of..... between the Governor of Chhattisgarh acting through the..... (hereinafter referred to as the "lessor" which expression shall where the context so admits be 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, administrator, representatives and permitted assignees)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).Or.....(Names and addresses of partners), son of. of.....son of of.....all carrying on business in partnership under the firm name and style of (Name of the firm) registered under 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, exeutors, legal representatives and permitted assignees).Or.....(Name of company) a company registered under the Companies Act, 1956 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, 1996 (hereinafter referred to as the said Rules) for a quarry lease for ..... in respect of the lands described in Part I of the Schedule hereunder written and has/have deposited with the State Government the sum of Rs.....as security deposit. WITNESSETH 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 demises unto lessees. All those Quarries.....(here state the mineral or minerals) lessee (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 the day.....19....for the terms of.....years thence next ensuing YIELDING AND PAYING therefor unto the State Government the several rents and royalties mentioned in Part V of the said Schedule at the respective times therein specified subject to the provisions contained in Part VI of the said Schedule and the lessee/lessees hereby covenants/covenant with the State Government as in Part VII of the said Schedule is expressed and the State Government hereby covenants with lessee/lessees as in Part VIII of the said Schedule as expressed and it is hereby mutually agreed between the parties hereto as in Part IX of the said Schedule is expressed. In Witness Whereof these presents have been executed in manner hereunder appearing the day 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 thereabouts delineated on the plan hereto annexed and thereon coloured and bounded as follows :- On the North by On the South by On the East by 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 and 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 roads 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 tramway's, roads and other way's in or over the said lands) 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 quarry' and get stone, gravel and other building and road materials and clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use such bricks or 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, step up or dam any such stream or water course and collect or impound any such water and to make, costruct and maintain any water-course culverts, drains or reservoirs but not as so to deprive and cultivated lands, villages, buildings 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 stream 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 quarries 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.**

### **Part III – Restrictions and Conditions as to the Exercise of the Liberties, Powers 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 persons or any house or village site, public road or other place which the State Government may determine as public ground nor in such a manner as to injure or pre-judicially effect any buildings, works, property or rights of other persons and no land shall be used for surface operations which is already occupied by persons other than the State Government for works or purposes not included in this lease. The lessee/lessees shall not also interfere with any right of way, well or tank.**

**2. Permission for surface operations 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. 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 Rule 30 (12).**

**4. Facilities for adjoining Government licences and leases. - The lessee/lessees shall allow existing and future holders of Government licenses or leases over any land which is comprised in or adjoins or is reached by the land held by the lessee/lessees reasonable facilities or access thereto :**

Provided that no substantial hindrance or interference shall be caused by such holders of licences or leases to the operations of the lessee/lessees under these presents 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 authorised by it in that behalf to enter into and upon the said lands and to search for, win, work, dig, get, raise, dress, process, convert and carry away minerals 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, buildings, canals tramways, railways, 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's and roads. - Liberty and power for the State Government or any lessee or person authorised 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 railways, tramways and roads or any existing railways and roads and to**

repass at all times with or without horse, cattle or other animals carts, wagons carriages, locomotives or other vehicles over or along any such railways, 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 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 reason or in consequence of the exercise 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 30 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 the time being specified in the Schedule IV of the Rules in such manner as specified in Rule 30 (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 30 (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 the State Government in respect of all parts of the surface of the said lands which shall from time to time be occupied or used by the lessee/lessees under the authority of these presents at the rate of Rs respectively per annum per hectare or part thereof for area so occupied during the period from the commencement of such occupation or use until the area shall cease to be so occupied or used and shall as far as possible restore the surface land so used to its original condition. Surface rent shall be paid as detailed in Rule 30 (1) (c).**

## **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 30 (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 despatched. The accounts as well as the volume of the mineral/minerals in stock or in the process of export may be checked by an officer authorised under Rules.**

**3. Course of action if rents and royalties are not paid in time. - Should any rent, royalty or other sums due to the State Government under the terms and conditions of these presents be not paid by the lessee/lessees within the prescribed time, the same, together with simple interest due thereon at the rate of twenty four per cent per annum 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 time and in the manner provided in Parts V and VI of these presents and shall also pay and discharge all taxes, rates, 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 obstructions as to allow easy identification.**

**3. To commence operations within a year and work in a workman like manner. - 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 skilful 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, buildings, structures of 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 connection 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 deep 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 round 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 authorised 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 property or seriously affecting or endangering life or property which may occur in the course of the operation 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 positions 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 mineral is included in the lease or a separate lease is obtained therefor.**



**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 realised from the said lands.(2)Quantities of the various qualities of the said mineral/minerals sold and exported 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 works or upon the said lands specifying nationality, qualifications 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 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 workings 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 whenever 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 authorised 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 compensation equal to 30 and 60 times of land revenue in case of leases up to 10 and 20 years respectively.**

**13. Not to obstruct working of other minerals. - The lessee/lessees will exercise the liberties and powers 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 licences or quarry leases 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 covenant passage upon and across the said lands 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 licenses.**

**14. Transfer of lease. - 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 operations or undertakings will or may be substantially controlled by, any person or body of persons 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 or has/have transferred lease or any right, title or interest therein otherwise than in accordance with Rule 35, provided that no such order shall be made without giving the lessee/lessees a reasonable opportunity of stating his/their case.

**15. Lessees shall deposit any additional amount necessary. - Whenever the security deposit of Rs 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 unappropriated part thereof to bring the amount in deposit with the State Government up to the sum of Rs.....

**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, buildings, structures, other works and conveniences which at the commencement of the said term were upon or under the said lands and all such machinery' set up by the lessee/lessees which cannot be removed without causing injury to the mines, works 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 terms 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 lessee/lessees and the lessee/lessees shall with all possible expedition deliver all minerals or products or minerals purchased by the State Government under the power conferred by this provision 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) forthwith 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/they by reason or in consequence of the exercise of the powers conferred by this clause and provided also that the exercise of such powers shall not determine the said terms 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 shall 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 obligation. - (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 thereunder; (C) 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 from time to time, at his own expense; (D) The lessee/lessees shall pay compensation to the occupier of the land on the date and in the manner laid down in the Rules; (E) The lessee/lessees shall in the matter of employment give preference to the tribals and to the local persons; (F) 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 right 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 Land Acquisition Act.**

**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 minerals 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 atleast 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 authorised 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 of 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 1 above, the Collector shall give notice to the lessee/lessees requiring him/them to pay the rent royalty 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 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 Rules.

**3. Failure to fulfil the terms of leases due to "Force Majeure". - Failure on the part of the lessee/lessees to fulfil any of the terms and conditions of this lease shall not give the State Government any claim against the Lessee/lessees or be deemed a breach of this lease, in so far as such failure is considered by the said Government to arise from force majeure, and if through force majeure the fulfilment by the lessee/lessees of any of the terms and conditions of this lease be delayed, the period of such delay shall be added to the period fixed by this lease. In this clause the expression "Force Majeure" means act of God, War, insurrection, riot, civil commotion, strike, earth quake, tide, storm, tidal wave, flood, lightning, explosion, fire and any other happening which the lessee/lessees could not reasonably prevent or control.**

**4. Lessee/lessees to remove his/their properties on the expiry or lease. - The lessee/lessees having first paid discharged rents, 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.**

**5. Forfeiture of 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 property which are not**

required by the lessee/lessees in connection with operations in any other lands held by him/them under quarry' lease the same shall if not removed by the lessee/lessees within one calendar month after notice in writing requiring their removal has been given to lessee/lessees by the Collector be deemed to become to property of the State Government and may be sold or disposed of in such manner as the State Government shall deem fit without liability to pay any compensation or to account to the lessee/ lessees in respect thereof.

6. 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 realisable under the lease and in respect of all matters touching the relationship of the lessee and the lessor, the suits (or appeals) shall be filed in the civil courts at.....(name of the city') and it is hereby expressly agreed that neither party shall be competent to file a suit or bring any action or file any petition at any place other than the courts named above.

7. For the purpose of stamp duty the anticipated royalty from the demised land is Rs..... per year.

In witness whereof these presents 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 Witness(1).....(2)..... Witness(1).....(2).....

Dated.....(Signature and Designation) Form VIII[See Rule 29(6)] Application for Issue of Transit Pass/transit Pass Book for Despatch of Minerals

**1. Name of lessee**

**2. Address**

**3. Source of the Mineral**

(i) Quarry at (ii) Tahsil (iii) Panchayat (iv) District

**4. Name of mineral**



**5. Quantity of mineral in stock and the quantity-proposed to be despatched/transported**

**6. Route and mode of transport of the quantity**

**7. Purpose of despatch (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 despatch/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. Signature of the Applicant Place : Date : Form IX [See Rule 29(7)] Transit Pass

|   |                     |
|---|---------------------|
|   | District.....       |
| Pass book No  | .....               |
| Transit Pass No   | .....               |
| Name of lessee/permit holder  | .....               |
| Name of Mineral   | .....               |
| Name of Quarry and village  | .....               |
| Area of Quarry  | .....               |
| Period of quarry lease/quarry permit                                    | .....               |
| 1 Date of dispatch from quarry  | .....               |
| 2 Time of dispatch from the Quarry                                      | .....               |
| 3 Quantity of mineral being carried in cubic meters                     | .....               |
| 4 Name of purchaser and destination                                     | .....               |
| 5 Value of the mineral being carried                                    | .....               |
| 6 Truck/Tractor No. or name of the bullock cart owner                   | .....               |
| .....   | Signature of Lessee |
| Signature of Driver of the carrier. Contractor/Munshi/Authorised Agent. |                     |

Note. - (1) No over writing should be done and should be filled up in legible hand writing.(2)Original copy should be given to driver of the carrier and carbon copy should be retained in this book for depositing the book back with the authority for issue of next pass book.(3)Omission to write date and time or over writing attracts penalty.(4)Only one Transit Pass should be issued to one carrier for each trip.Form X[See Rule 30 (20) (a)]Monthly Return(To be submitted by 10th of ensuring month)

|                    |                             |                     |
|--------------------|-----------------------------|---------------------|
| To,                | For the month of.....       |                     |
| (1) The Collector  | (1) Name of the lessee..... |                     |
|                    | (2) Address.....            |                     |
|                    | (3) Location of quarry-     |                     |
|                    |                             | (a) Village;        |
|                    |                             | (b) Tahsil;         |
|                    |                             | (c) Panchayat.      |
| (2) Gram Panchayat | (4) Details of lease        |                     |
|                    |                             | (a) Khasra No.....  |
|                    |                             | area.....           |
|                    |                             | (b) Period of lease |

Note. - All figures be given in cubic metres.

## 1. Opening stock

## 2. Production of Mineral

## 3. Total (1+2)

## 4. Consumption of Mineral

## 5. Despatch of Mineral

## 6. Total consumption and Despatch (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)Despatch(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 and**

Date .....Place .....

**14. Balance due (12-13)**

**15. Remarks**

Place..... Signature of the lessee

Date..... or his authorised person

Form XI[See Rule 30 (20)(b)]Half Yearly Return for the Period

**1.**

-1-19 to 30-06-19

**1.**

-7-19 to 31-12-19(To be submitted by 15th July/15th January)

To, (1) Name of the lessee.....

(a) The Collector (2) Address.....

..... (3) Location of quarry-

..... (a) Village ;  
(b) Tahsil;  
(c) Panchayat.

(4) Details of lease

(a) Khasra No.....  
area.....  
(b) Period of lease

Note - All figures be given in cubic metres and rupees

**1. Total production in the Half year**

**2. Consumption**

**3. Despatches**

**4. Total (2+3)**

**5. Royalty**

**6. Dead Rent Paid**

**7. Royalty payable (5-6)**

**8. Royalty paid Ch. No.....Date.....and place.....**

Please give details of :-(1)Pits mouth value(2)Sale price(3)Average number of persons employed per day(4)Depth of quarry(5)Use of explosives if any

Place..... Signature of the lessee

Date..... or his authorised person

Form XII[See Rule 30(20) (c)]Annual Return(To be submitted by 31st January every- year)To,The Collector,

**Part I – General**

(1)Name and address of lessee(2)Name of Mine/quarry(3)Mineral/Minerals(4)Details of lease area-(i)Total area with Khasra Nos(ii)Date of Execution(iii)Date of possession(iv)Period of lease(v)Village, Panchayat(vi)Thana(vii)Post Office(viii)District

**5. Transferor or previous lessee if any and date of transfer**

**6. Ownership (Please Mark)-**

(i)Scheduled Tribe Society(ii)Scheduled Caste Society(iii)Educated unemployed Society(iv)Individual (Indicate S.C./S.T./O.B.C.etc.)(v)Any other

**Part II – Utilisation of Area**

## **7. Lease area utilisation as at the end of year-**

(i)Area already exploited and abandoned.(ii)Area covered under current operations.(iii)Area used for waste disposal(iv)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-**

(i)Area for which surface rent is payable(ii)Amount paid for the year.(iii)Amount paid for past arrears in any

## **Part IV – Production and Despatches**

### **11. Production and Despatches**

(i)Opening stock(ii)Production(iii)Despatches(iv)Closing stock

## **Part V – Cost of Production**

### **12. (i) Direct Cost Cost per tonne**

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

### **13. Explosives and machinery used (Give specific details)**

Place : Signature of lessee or his

Date : authorised person

Form XIII[See Rule 30 (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 and postal address of present owner(s)**

(b) Name and postal address of agent, if any

**3. (a) Name and postal address of Manager, if any**

(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 metres.

**6. (a) Nature, amount and kind of explosive used, If any**

(b) Date when explosives were first used.....Signature of  
Owner/Agent/Manager Date.....To be sent to :-

**1. The Director General, Mines Safety, Government of India, Dhanbad.**

**2. The Controller General, India Bureau of Mines, Government, of India Nagpur.**

**3. The District Magistrate of the District where the mine situated.**

**4. The Mining Officer/Assistant Mining Officer.**

Form XIV Model Form For transfer Of Quarry Lease [See Rule 35 (3)] When the transferor is an individual.....The indenture made this ..... day of.....19..... 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 where the context so admits be deemed to include their respective heirs, executors administrators, 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 where the context so admits

be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assignees); Or When the transferor is a registered company..... (Name of Company) a company registered under..... (Act under which incorporated) and having its registered office at..... (Address) hereinafter referred to as the "transferor" (which expression shall where the context so admits be deemed to include its successors and permitted assignees) of the first part. And When the transferee is an individual..... (Name of person with address and occupation) hereinafter referred to as the "transferee" (which expression shall where the context so admits be deemed to include his heirs, executors, administrators representatives and 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 where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assignees); Or When the transferee is a registered firm..... (Name and 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 where the context so admits be deemed to include all the said partners, their respective heirs, executors, legal representatives and permitted assignees.) Or When the transferee is 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 "transferee" (which expression shall where the context so admits be deemed to include its successors and 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 include the successors and assignees) of the third part. Whereas by virtue of an indenture of lease 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 the 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 in the said deed of lease reserved and contained including a covenant not to assign the lease or any interest thereunder without the previous sanction of the Competent 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 set forth. Now this Deed witnesseth 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 respects as if the lease had been granted to the transferee as the lessee thereunder 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 the transferor.(iv)The transferee hereby declares 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 workings 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, 1996.(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 5**

Location and area of the leaseAll that tract of lands situated at village.....(Description of area of areas) Tahsil ..... District..... bearing khasra Nos.....containing an area of..... or thereabout delineated on the plan hereto annexed and thereon coloured.....and bounded as followsOn the North by .....On the South by .....One the East by .....AndOn 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 XV[See Rule 37]Form of Application for Quarry PermitReceived  
at ..... (Place)On ..... (Date)Date : .....Initial of Receiving Officer.....To,The  
.....Sir,I/We request that a quarry permit under the Chhattisgarh Minor  
Mineral Rules, 1996 be granted to me/us.A sum of Rs. 25/- being the fee in respect of this  
application is deposited and cash receipt in original is enclosed.The following particulars are  
enclosed :-

**1. Name of applicant.**

**2. Address of applicant.**

**3. Registration certificate and by-laws of the Society/Association.**

**4. Profession/Nature of business and place of working.**

**5. Cast (Individual or members of Society/Association.)**

**6. Educational qualification (Individual or members of Society/ Association.)**

**7. Age (Individual or members of Society/Association.)**

**8. Financial status (Individual or members of Society/Association.)**

**9. Name of minor minerals applied for.**

**10. Quantity in cu. mts. required.**

**11. Time within which the entire quantity will be removed and transported.**

**12. Purpose for which the minor mineral is to be used.**

**13. Consent of owner/owners in case of private land.**

**14. Certified copy of village plan with khasra panchsala indicating the land from which the minor mineral is to be removed and transported.**

I/We do hereby declare that the particulars furnished are correct and am/are ready to furnish any other details as may be required by you. I/We do hereby further declare that I/We shall adhere to the terms and conditions as indicated in permit and rules in Chhattisgarh Minor Minerals Rules, 1996 and any other condition imposed by the competent authority.

Place : Your's faithfully

Date : Signature of the applicant.

Form XVI[See Rule 38 (2)]Form of Grant of Quarry Permit Quarry Permit No.....Date .....Whereas. Shri ..... applied for grant of quarry permit for removal and transport of ..... (Minor Minerals) from Khasra No.....of Village, Panchayat.....Tahsil.....District.....under Rule.....of the Chhattisgarh Minor Mineral Rules, 1996 and has paid an application fee of Rs. 25/-.Permission is hereby granted to quarry, collect, remove and transport.....(mineral) from the aforesaid area/areas indicated on the plan annexed hereto on the following conditions.

**1. The quarry permit shall be valid for ..... from the date of issue.**

**2. The quarry permit holders shall abide by the conditions provided in the Chhattisgarh Minor Mineral Rules, 1996.**

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/Gram Panchayat.**

Signature of the Competent Authority with seal of office.Form XVII[See Rule 38 (2)]Quarry Permit AgreementThis indenture made this day of. 19.....between the Zila/Janpad/Gram Panchayat (hereinafter called the 'Lessor' which expression shall where the context so admits, include his successors in office and assignees) of the one part, and ..... (hereinafter called the 'lessee' which expression shall, where the context so admits, includes his heirs executors, administrators, representatives and assignees) of the other part.Whereas the lessee has been granted a quarry permit by the lessor on his application in the Gram Panchayat Village ..... Tahsil .....

District.....for the purpose of quarrying for.....(Name of the Mineral) in the land comprising of Khasra No.....area of.....hectares and the lessee has deposited the application fees of Rs. 25/- (Rs. Twenty Five) and as security Rs..... (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 Zila/Janpad/Gram Panchayat in respect of the lands so described and demised for a 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 hereunto and therein coloured.....

## **2. There are included in the said demise and for the purposes thereof following liberties:-**

(i) Minerals hereinafter authorised to be got from the said lands by the lessee. (ii) Generally to do all things which shall be convenient or necessary for getting the mineral and for removing and disposing thereto. (iii) The lessee hereby agrees to pay during the said terms royalty' as specified in Schedule III. (iv) To bear, pay and discharge all existing and future rates, assessment whatsoever imposed or charged upon the demised land or the produce thereof. (v) Not to assign, subject or part with the possession of the demised land. (vi) 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 mineral obtained by the lessee from the said lands. (vii) If in the course of quarrying any mineral not specified in this agreement is discovered the lessee shall at once report such discovery to the Authority concerned and shall obtain orders of such competent Authority for working of the same. (viii) The lessor or their authorised officers shall be at liberty at all reasonable times to inspect and examine the works carried on by the lessee and may issue such orders and regulations as may be 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. (ix) The lessee shall not cut or injure any timber or trees. (x) The lessee shall pay where ever necessary compensation for any loss or damage which may be caused by the lessee to surface of the demised land or any vegetation growing or situated therein. The lessee 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 lessee. The Authority shall be competent to assess and fix any compensation payable by the lessee on this account. (xi) The lessee shall erect and maintain at his own expense boundary pillars of substantial material along the boundary as delineated in the plan annexed hereto. (xii) That this lease 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 lessee has paid all outstanding dues before such notice is given by him. (xiii) That on such determination the lessee shall have no rights to compensation of any kind. (xiv) The lessee shall immediately report all accidents to the competent authority and the collector of the district. (xv) The lessee shall not transport any mineral without valid transit pass issued by the competent authority in form IX. He/she shall surrender all duplicate of used transit pass and unused transit passes on expiry of permit period.

**3. The lessor hereby covenants with the lessee that on observing and performing the several covenants and stipulations herein and provided in the Chhattisgarh Minor Mineral Rules, 1996, the lessee shall peacefully hold and enjoy the demised land and the liberties hereby demised and granted during the said term without any interruption by the lessor or any person rightfully claiming under him**

**4. The said demised land shall be held by the lessee for the term of.....years from the.....day of..... 19.....to the.....day of..... 19 .....**

In witness whereof.....acting for and on behalf of and by an order and direction of the said Zila/Janpad/Gram Panchayats and the said lessee have hereto set their hands the day and year mentioned above.

## **Schedule 6**

Name of Village Khasra No. Area in hectares Boundaries

Witness : 1..... Signed & Delivered by

2..... the above named.

Witness : 1..... Lessor.....

2..... Lessee.....

Form XVIII(See Rule 41)Register of Quarry PermitsS.No.

**1. Name of the permit holder and address.**

**2. Date of application.**

**3. Mineral for which permit has been granted**

**4. No. & date of order.**

**5. Period.**

**6. Village.**

**7. Tahsil.**

**8. Khasra Number & area.**

**9. Signature of the Officer.**

**10. Remarks.**

Form XIX[See Rule 48 (I)]Scheme of Environmental Management

**1. Name and Address of quarry lease holder.**

**2. Particulars of the area-**

(i)Date of execution of agreement.(ii)Period.(iii)Extent of area.(iv)Mineral.(v)Khasra Nos(vi)Panchayat and tehsil.(vii)District.

**3. Particulars of the machines to be used.**

**4. The plan of the area showing number of pits already made showing all areas within 500 metres of the lease boundary' with details thereof.**

**5. Details of quarrying operations to be undertaken.**

**6. Scheme for plantation of trees.**

**7. Scheme for progressive reclamation and rehabilitation of the land disturbed.**

**8. Scheme for prevention and control of air and water pollution.**

**9. Any other matter which the lessee desires to state.**

Place : Signature

Date : Name in full

Form XX[See Rule 48 (5)]Quarterly Report of EnvironmentTo,The  
Collector,.....Pin.....

**1. Name and Address of lease holder.**

**2. Particulars of lease.**

**3. Plantation-**

(i) No. of trees planted during the period (ii) Area of plantation

**4. Area worked out**

**5. Area reclaimed**

**6. Dumps of top soil, overburden etc.**

Size Type

**7. Precautions for stabilization**

**8. Any other matter which the lessee desires to state**

Place : Signature

Date : Name in full

Designation

[Form XXI [Substituted by Notification No. F-7-7/2004/12, dated 24-8-2006.][See Rule 60 (1)](To be submitted in triplicate) Model form of Application for Appeal

**1. Name and address of individual(s) society, firm or company, applying**

**2. Profession.**

**3. Name of authority, No. and date of order against which the appeal application is filed (copy attached).**

**4. Minor Mineral or Minor Minerals for which the appeal application is filed.**

**5. Details of the area in respect of which the application is filed.**

District

Tehsil

Village Panchayat

Khasra  
No. &  
total  
area

(A map or plan of  
the area(s) to be

attached)

6. Whether application fee has been deposited in the manner prescribed. Original receipt to be attached.

7. Whether the appeal application has been filed within time specified if not, the reasons for not presenting it within the prescribed limits as provided for in rules.

**8. Name and complete address of the party/ parties impleaded.**

**9. No. of copies attached.**

**10. Grounds of appeal.**

**11. If the appeal application has been filed by the holder of Power of Attorney, the Power of Attorney, to be attached.**

Signature of the Applicant.] Place : Date :